COUNCILMEMBERS
Dr. Sherry Hu, Mayor
Kashef Qaadri, Vice Mayor
Jean Josey, Councilmember
Michael McCorriston, Councilmember
John Morada, Councilmember

Peter W. Snyder Council Chamber
Dublin Civic Center
100 Civic Plaza
Dublin, CA 94568
www.dublin.ca.gov

DUBLIN
CALIFORNIA

## Regular Meeting of the

# DUBLIN CITY COUNCIL

**Tuesday, June 3, 2025**

**Location: Peter W. Synder Council Chamber**
**100 Civic Plaza**
**Dublin, CA 94568**

**REGULAR MEETING 7:00 PM**

Additional Meeting Procedures

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

For the convenience of the City and as a courtesy to the public, members of the public who wish to offer comments electronically have the option of giving public comment via Zoom, subject to the following procedures:

- Fill out an online speaker slip available at www.dublin.ca.gov. The speaker slip will be made available at 10:00 a.m. on Tuesday, June 3, 2025. Upon submission, you will receive Zoom link information from the City Clerk. Speakers slips will be accepted until the staff presentation ends, or until the public comment period on non-agenda items is closed.

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

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

- Technical difficulties may occur that make the option unavailable, and, in such event, the meeting will continue despite the inability to provide the option.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND PROCLAMATIONS

**3.1 Recognition of 2025 Dublin Pride Week Contest Winners**

The City Council will recognize the winners of the 2025 Dublin Pride Week Photography, Poster, and Essay Contests.

**STAFF RECOMMENDATION:**

Recognize the contest winners.

Staff Report

3.1 - PowerPoint Presentation

**3.2 Elder Abuse Awareness Month Proclamation**

The City Council will present the Elder Abuse Awareness Month proclamation.

**STAFF RECOMMENDATION:**

Present the proclamation.

Staff Report

Attachment 1 - Elder Abuse Awareness Month Proclamation

**3.3 Gun Violence Awareness Day and Month Proclamation**

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

**STAFF RECOMMENDATION:**

Present the proclamation.

Staff Report

Attachment 1 - Gun Violence Awareness Day and Month Proclamation

**3.4 Employee Introduction**

New City of Dublin Staff members, Reese Maeda, Summer Intern with the Communications Division of the City Manager's Office, and Mycile Cahambing, Administrative Technician with the City Clerk's Office, will be introduced.

**STAFF RECOMMENDATION:**

Welcome the new City of Dublin Staff members.

Staff Report

4. PUBLIC COMMENT

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

## 5. CONSENT CALENDAR

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

### 5.1 Approval of May 20, 2025 Regular City Council Meeting Minutes

The City Council will consider approving the minutes of the May 20, 2025 Regular City Council Meeting.

**STAFF RECOMMENDATION:**

Approve the minutes of the May 20, 2025 Regular City Council Meeting.

Staff Report

Attachment 1 - May 20, 2025 Regular City Council Meeting Minutes

### 5.2 Annual Update to the Master Fee Schedule

The City Council will consider adopting an annual update to the Master Fee Schedule as prescribed by the City's User Fee Cost Recovery Policy.

**STAFF RECOMMENDATION:**

Adopt the **Resolution** Adopting an Annual Update to the Master Fee Schedule for Services Provided by the City.

Staff Report

Attachment 1 - Resolution Adopting an Annual Update to the Master Fee Schedule for Services Provided by the City

Attachment 2 - Exhibit A to the Resolution - Master Fee Schedule Update for Fiscal Year, 2025-26

Attachment 3 - Fees Prior to Rounding

### 5.3 Irrigation System Upgrades Project, CIP No. GI0224 – Approval of Plans and Specifications and Award of Contract to CLS/Cervantes Landscape Services, Inc.

The City Council will consider approving the plans and specifications and awarding a construction contract to CLS/Cervantes Landscape Services, Inc. for the Irrigation System Upgrades Project. The project replaces irrigation controllers and master valves in street medians west of Dougherty Road, and at various parks and facilities throughout the City.

**STAFF RECOMMENDATION:**

Adopt the **Resolution** Approving the Plans and Specifications and Awarding a Contract to CLS/Cervantes Landscape Services, Inc. for the Irrigation System Upgrades Project, CIP No. GI0224.

Staff Report

Attachment 1 - Resolution Approving the Plans and Specification and Awarding a Contract to CLS/Cervantes Landscape Services, Inc. for the Irrigation System Upgrades Project, CIP No. GI0224

Attachment 2 - Exhibit A to Resolution - Agreement with CLS Cervantes Landscape Services, Inc. for the Irrigation System Upgrades CIP

Attachment 3 - CIP No. GI0224

Attachment 4 - Irrigation System Upgrades Bid Results

### 5.4 Road Repair and Accountability Act of 2017, Senate Bill 1 – Fiscal Year 2025-26 Project List

The City Council will consider adopting a list of projects funded in Fiscal Year 2025-26 by Senate Bill (SB) 1, the Road Repair and Accountability Act of 2017.

**STAFF RECOMMENDATION:**
Adopt the **Resolution** Adopting a List of Projects Funded in Fiscal Year 2025-26 by Senate Bill 1, the Road Repair and Accountability Act of 2017.
Staff Report
Attachment 1 - Resolution Adopting a List of Projects Funded in Fiscal Year 2025-26 by Senate Bill 1, the Road Repair and Accountability Act of 2017

**5.5 2025 Utility Box Art Selection**
The City Council will consider a recommendation from the Heritage and Cultural Arts Commission for artwork to be painted on 10 utility boxes in summer 2025.
**STAFF RECOMMENDATION:**
Approve the Heritage and Cultural Arts Commission's recommendations for the 2025 Utility Box Art Program.
Staff Report
Attachment 1 - 2025 Utility Box Art - Design Proposals from Recommended Artists
Attachment 2 - 2025 Utility Box Art - Call for Artists

**5.6 Agreement with Commune Communication Corp for Economic Development Branding and Marketing Consulting Services**
The City Council will consider an agreement with Commune Communication Corp for an Economic Development Branding and Marketing Strategy.
**STAFF RECOMMENDATION:**
Adopt the **Resolution** Approving an Agreement with Commune Communication Corp for Economic Development Branding and Marketing Consulting Services.
Staff Report
Attachment 1 - Resolution Approving an Agreement with Commune Communication Corp for Economic Development Branding and Marketing Consulting Services
Attachment 2 - Exhibit A to the Resolution - Agreement with Commune Communication Corp for Economic Development Branding and Marketing Consulting Services

**5.7 Agreement with the County of Alameda for Fiscal Year 202 5-26 for Additional Library Services**
The City Council will consider approving an agreement with the County of Alameda to provide 23 hours of library services per week at the Dublin Public Library for Fiscal Year 2025- 26. These hours are in addition to the County's base service level of 28 hours per week. There is no change in the number of hours from the Fiscal Year 2024-25 Agreement.
**STAFF RECOMMENDATION:**
Adopt the Resolution Approving an Agreement with the County of Alameda for Additional Library Services for Fiscal Year 2025-26.
Staff Report
Attachment 1 - Resolution Approving an Agreement with County of Alameda for Additional Library Services for Fiscal Year 2025-26
Attachment 2 - Exhibit A to the Resolution - Agreement with County of Alameda for Additional Library Services Fiscal Year 2025-26

**5.8 Agreement with Waste Management of Alameda County, Inc. for Organics and Solid Waste Post-Collection Services**
The City Council will consider approving an agreement with Waste Management of Alameda County, Inc. for organics and solid waste post-collection services.

**STAFF RECOMMENDATION:**
Adopt the **Resolution** Approving an Agreement with Waste Management of Alameda County, Inc. for Organics and Solid Waste Post-Collection Services.
Staff Report
Attachment 1 - Resolution Approving an Agreement with Waste Management of Alameda County, Inc. for Organics and Solid Waste Post-Collection Services
Attachment 2 - Exhibit A to the Resolution - Agreement with Waste Management of Alameda County, Inc. for Organics and Solid Waste Post-Collection Services
Attachment 3 - Franchise Assignment Review- Amador Valley Industries, LLC.

**5.9 Contract Instructor Services Agreements with North American Youth Activities LLC, dba Kidz Love Soccer, and with Rudolf Graf, dba World Cup Soccer Camps and Clinics.**
The City Council will consider approving Contract Instructor Services Agreements with North American Youth Activities, LLC, dba Kidz Love Soccer, and with Rudolf Graf, dba World Cup Soccer Camps and Clinics for terms beginning on July 1, 2025, and ending on June 30, 2027.
**STAFF RECOMMENDATION:**
Adopt the **Resolution** Approving a Contract Instructor Services Agreement with North American Youth Activities, LLC dba Kidz Love Soccer for Recreation Services, and adopt the **Resolution** Approving a Contract Instructor Services Agreement with Rudolf Graf dba World Cup Soccer Camps and Clinics for Recreation Services.
Staff Report
Attachment 1 - Resolution Approving a Contract Instructor Services Agreement with North American Youth Activities, LLC dba Kidz Love Soccer for Recreation Services
Attachment 2 - Exhibit A to the Resolution - Contract Instructor Services Agreement with North American Youth Activities, LLC dba Kidz Love Soccer
Attachment 3 - Resolution Approving a Contract Instructor Services Agreement with Rudolf Graf, dba World Cup Soccer Camps and Clinics
Attachment 4 - Exhibit A to the Resolution - Contract Instructor Services Agreement with Rudolf Graf, dba World Cup Soccer Camps and Clinics

**5.10 First Amendment to the Consulting Services Agreement Between the City of Dublin and Lanlogic, Inc. for the Purchase of Information Technology Services and Related Equipment**
The City Council will consider approving a first amendment to the consulting service agreement between the City of Dublin and Lanlogic, Inc. for the purchase of information technology services and related equipment.
**STAFF RECOMMENDATION:**
Adopt the **Resolution** Approving a First Amendment to the Consulting Services Agreement Between the City of Dublin and Lanlogic, Inc. for the Purchase of Information Technology Services and Related Equipment
Staff Report
Attachment 1 - Resolution Approving the First Amendment to the Consulting Services Agreement Between the City of Dublin and Lanlogic, Inc. for the Purchase of Information Technology Services and Related Equipment
Attachment 2 - Exhibit A to the Resolution - First Amendment to the Consulting Services Agreement with Lanlogic
Attachment 3 - Consulting Services Agreement with Lanlogic Inc.

**5.11 Update Designation of Positions Authorized to Approve Local Agency Investment Fund Transactions**

The City Council will consider a resolution updating the City's designation of positions authorized to approve fund transactions with the Local Agency Investment Fund.

**STAFF RECOMMENDATION:**

Adopt the **Resolution** Updating the Designation of Positions Authorized to Approve Local Agency Investment Fund Transactions.

Staff Report

Attachment 1 - Resolution Updating the Designation of Positions Authorized to Approve Local Agency Investment Fund Transactions

**5.12 Purchase and Sale Agreement with the Dublin Unified School District to convey the Dublin Crossing Development School Site (Assessor's Parcel Number 986-0001-001-32)**

The City Council will consider approval of a Purchase and Sale Agreement (PSA) between the City of Dublin and the Dublin Unified School District (DUSD) for the conveyance of Parcel D (Assessor's Parcel Number 986-0001-001-32) within the Dublin Crossing development. The property, previously acquired by the City at no cost as part of the Dublin Crossing Development Agreement, has been leased to DUSD since 2018 for the construction of a public school. The PSA formalizes the transfer of fee title to DUSD for a nominal cost of $1.00. The DUSD Board approved the PSA and Resolution No. 2024/25-53 at its meeting on May 13, 2025.

**STAFF RECOMMENDATION:**

Adopt the **Resolution** Approving the Purchase and Sale Agreement with the Dublin Unified School District for the Dublin Crossing Development School Site (Assessor's Parcel Number 986-0001-001-32) and Authorizing the City Manager to Execute the Agreement and Take Related Actions.

Staff Report

Attachment 1 - Resolution Approving the Purchase and Sale Agreement with the Dublin Unified School District for the Dublin Crossing Development School Site and Authorizing the City Manager to Execute the Agreement

Attachment 2 - Exhibit A to the Resolution - Purchase and Sale Agreement

## 6. PUBLIC HEARING

**6.1 Adoption of Rates for Garbage Collection, Disposal, and Recycling Services Provided by Amador Valley Industries and Establishing the 2025-26 Annual Assessment**

The City Council will consider adopting resolutions establishing the garbage rates effective July 1, 2025 and establishing the Fiscal Year 2025-26 refuse-related property tax assessment.

**STAFF RECOMMENDATION:**

Conduct a public hearing, deliberate, and adopt the following: 1) **Resolution** Approving and Establishing the Collection of Minimum Residential Garbage and Recycling Service Fees for Fiscal Year 2025-2026; and 2) **Resolution** Amending the Schedule of Service Rates for Integrated Solid Waste Services.

Staff Report

Attachment 1 - Resolution Approving and Establishing the Collection of Minimum Residential Garbage and Recycling Service Fees for Fiscal Year 2025-2026

Attachment 2 - Resolution Amending the Schedule of Service Rates for Integrated Solid Waste Services

Attachment 3 - Exhibit A to the Resolution - Proposed Adjustment to Garbage Company Rates

Attachment 4 - Methodology used for Fiscal Year 2025-2026 Annual Garbage Rate Adjustment in Accordance with Agreement Between City of Dublin and Amador Valley Industries
Attachment 5 - Proposed vs. Current Rates
Attachment 6 - Local Area Rate Comparison
6.1 - PowerPoint Presentation

## 7. UNFINISHED BUSINESS

### 7.1 Preliminary Fiscal Year 2025-26 General Fund Budget Update

The City Council will receive an update on the Preliminary Fiscal Year 2025 -26 Budget, a brief economic overview, review of current sales tax receipts, and — based on feedback from the April 15 City Council meeting — a potential framework for budget reductions in the event of a recession or significant revenue loss.

**STAFF RECOMMENDATION:**

Receive the report and provide direction to Staff related to the budget adoption scheduled for June 17, 2025.

Staff Report
Attachment 1 - Potential Budget Balancing Cost Reductions
Attachment 2 - April 15, 2025 Staff Report (without attachments)
7.1 - PowerPoint Presentation

### 7.2 Five-Year Capital Improvement Program 2024-2029 – General Fund Projects Fiscal Year 2025-2026 Revisions

The City Council will receive a report and provide direction on Fiscal Year 2025-26 revisions to the Five-Year Capital Improvement Program 2024-2029 (CIP) projects funded partially or wholly by the General Fund. Direction provided will be incorporated into an update of the CIP to be considered for City Council adoption on June 17, 2025.

**STAFF RECOMMENDATION:**

Receive the report and provide direction on Fiscal Year 2025-26 revisions to the Five-Year Capital Improvement Program 2024-2029.

Staff Report
Attachment 1 - 2024-2029 Capital Improvement Program - Categorization of General Fund Projects
7.2 - PowerPoint Presentation

## 8. NEW BUSINESS – None.

## 9. CITY MANAGER AND CITY COUNCIL REPORTS

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

## 10. ADJOURNMENT

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

If requested, pursuant to Government Code Section 54953.2, this agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12132) (ADA), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification

or accommodation, please contact the City Clerk's Office (925) 833-6650 at least 72 hours in advance of the meeting. Upon receiving a request, the City will swiftly resolve requests for reasonable accommodation for individuals with disabilities, consistent with the federal ADA, and resolve any doubt in favor of accessibility.

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

*Mission*

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

Agenda Item 3.1

# STAFF REPORT
CITY COUNCIL

**DATE:** **June 3, 2025**

**TO** Honorable Mayor and City Councilmembers

**FROM:** Colleen Tribby, City Manager

**SUBJECT:** Recognition of 2025 Dublin Pride Week Contest Winners
*Prepared by: Shelby Perry, Recreation Coordinator*

**EXECUTIVE SUMMARY:**

The City Council will recognize the winners of the 2025 Dublin Pride Week Photography, Poster, and Essay Contests.

**STAFF RECOMMENDATION:**

Recognize the contest winners.

**FINANCIAL IMPACT:**

Funding for Dublin Pride Week activities is included in the Fiscal Year 2024-25 General Fund Budget.

**DESCRIPTION:**

The 2025 Dublin Pride Week volunteer celebration took place from Saturday, April 26 to Saturday, May 3. The theme was "*Our City, Our Pride."*

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

**Nature in Our Backyard Photography Contest**
The seventh annual photo contest was open to photographers who snapped pictures in Dublin over the last 12 months. The submission period ran from February 1 through March 30, with a total of 211 submissions received. A panel of judges selected the top 10 photographs, which were posted to the City's website from April 18 to April 28, for a public vote. The top four photographs based on the public voting results will be awarded gift cards and certificates of recognition from the City. The grand prize winner will receive a $200 gift card, the first-place winner will receive a $100 gift card, the second-place winner will receive a $50 gift card, and the third-place winner will receive a $25 gift card. Mike's Camera of Dublin sponsored the 2025

event and donated large metal prints that will be provided to the contest winners. Additionally, framed photographs will be displayed in the Civic Center lobby.

This year's winners are:

- Grand Prize Winner: Rajesh Subramanian, "Pano"
- First Place Winner: Ganesh Panneer, “Eyes That See All”
- Second Place Winner: Jenny Qiu, “Full Moon at the Dish”
- Third Place Winner: Anthony Sicuranza, “Great Egret of the Creek"

**Dublin Pride Week Poster and Essay Contests**
Students in grades K-12 from all public and private schools located in the City of Dublin were invited to participate in this year’s contest. The theme for the poster and essay contest was *“Our City, Our Pride.”*

The GFWC handled the judging of the posters and essays.

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

The 2025 Dublin Pride Poster Contest winners are:

***Best Overall Category***

- Grand Prize Winner: Annika Majumder, Fourth Grade, Kolb Elementary

***K - 1st Grade Category***

- First Place Winner: Mira Tondepu, First Grade, Kolb Elementary
- Second Place Winner: Yohanna McAendon, Kindergarten, Dougherty Elementary

***2nd – 3rd Grade Category***

- First Place Winner: Yuvin Dahiya, Third Grade, Stratford
- Second Place Winner: Vikram Singaraju, Second Grade, Dougherty Elementary

***4th – 5th Grade Category***

- First Place Winner: Annika Majumder, Fourth Grade, Kolb Elementary
- Second Place Winner: Candice Kyan/ Elva Wang, Fourth Grade, Stratford School

***6th – 8th Grade Category***

- First Place Winner: Min Kim, Seventh Grade, St. Raymond
- Second Place Winner: Gita Singaraju, Seventh Grade, Fallon Middle

***9th – 12th Grade Category***

- First Place Winner: Lauren Chuck, Tenth Grade, Emerald High
- Second Place Winner: Sophie Lefur, Ninth Grade, Emerald High

The 2025 Dublin Pride Essay Contest winners are:

***Best Overall Category***

- Grand Prize Winner: Amrutha Chunduru, Eighth Grade, Fallon Middle

***K - 1st Grade Category***

- First Place Winner: Saanvi Boddupally, First Grade, Dublin Elementary
- Second Place Winner: Zhiyuan Tian, First Grade, Kolb Elementary

***2nd – 3rd Grade Category***

- First Place Winner: Saharash Boddupally, Third Grade, Dublin Elementary
- Second Place Winner: Yuvin Dahiya, Third Grade, Stratford School

***4th – 5th Grade Category***

- First Place Winner: Susie Xiang, Fourth Grade, Stratford School
- Second Place Winner: Nikita Misha, Fifth Grade, Dougherty Elementary

***6th – 8th Grade Category***

- First Place Winner: Amrutha Chunduru, Eighth Grade, Fallon Middle
- Second Place Winner: Amy Gao, Eighth Grade, Fallon Middle

***9th – 12th Grade Category***

- First Place Winner: Pavi Kalra, Ninth Grade, Emerald High
- Second Place Winner: Shrinidhi Rudrashetty, Eleventh Grade, Dublin High

All winning photographs, posters, and essays from the 2025 contest are posted and available on the City's website for public viewing.

**STRATEGIC PLAN INITIATIVE:**

None.

**NOTICING REQUIREMENTS/PUBLIC OUTREACH:**

The City Council Agenda was posted, and winners were notified

**ATTACHMENTS:**

None.

# 2025 Dublin Pride Week: Our City, Our Pride

City Council Meeting

June 3, 2025



DUBLIN
CALIFORNIA

# Dublin Pride Week













# “Nature in Our Backyard” Photography Contest



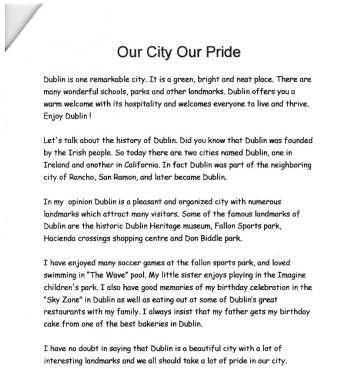









# Essay Contest



Our City Our Pride

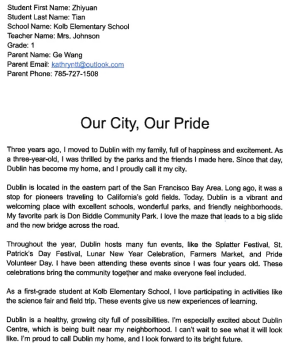
Dublin is one remarkable city. It is a green, bright and neat place. There are many wonderful schools, parks and other landmarks. Dublin offers you a warm welcome with its hospitality and welcomes everyone to live and thrive. Enjoy Dublin !

Let's talk about the history of Dublin. Did you know that Dublin was founded by the Irish people. So today there are two cities named Dublin, one in Ireland and another in California. In fact Dublin was part of the neighboring city of Rancho, San Ramon, and later became Dublin.

In my opinion Dublin is a pleasant and organized city with numerous landmarks which attract many visitors. Some of the famous landmarks of Dublin are the historic Dublin Heritage museum, Fallon Sports park, Hacienda crossings shopping centre and Don Biddle park.

I have enjoyed many soccer games at the fallon sports park, and loved swimming in "The Wave" pool. My little sister enjoys playing in the Imagine children's park. I also have good memories of my birthday celebration in the "Sky Zone" in Dublin as well as eating out at some of Dublin's great restaurants with my family. I always insist that my father gets my birthday cake from one of the best bakeries in Dublin.

I have no doubt in saying that Dublin is a beautiful city with a lot of interesting landmarks and we all should take a lot of pride in our city.



Student First Name: Zhiyuan
Student Last Name: Tian
School Name: Kolb Elementary School
Teacher Name: Mrs. Johnson
Grade: 1
Parent Name: Ge Wang
Parent Email: kathyert@outlook.com
Parent Phone: 785-727-1508

Our City, Our Pride

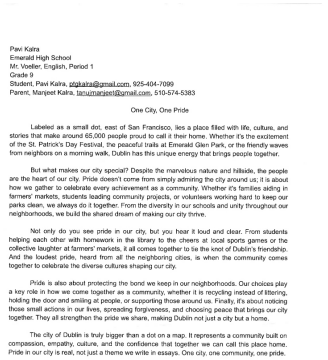
Three years ago, I moved to Dublin with my family, full of happiness and excitement. As a three-year-old, I was thrilled by the parks and the friends I made here. Since that day, Dublin has become my home, and I proudly call it my city.

Dublin is located in the eastern part of the San Francisco Bay Area. Long ago, it was a stop for pioneers traveling to California's gold fields. Today, Dublin is a vibrant and welcoming place with excellent schools, wonderful parks, and friendly neighborhoods. My favorite park is Don Biddle Community Park. I love the maze that leads to a big slide and the new bridge across the road.

Throughout the year, Dublin hosts many fun events, like the Splatter Festival, St. Patrick's Day Festival, Lunar New Year Celebration, Farmers Market, and Pride Volunteer Day. I have been attending these events since I was four years old. These celebrations bring the community together and make everyone feel included.

As a first-grade student at Kolb Elementary School, I love participating in activities like the science fair and field trip. These events give us new experiences of learning.

Dublin is a healthy, growing city full of possibilities. I'm especially excited about Dublin Centre, which is being built near my neighborhood. I can't wait to see what it will look like. I'm proud to call Dublin my home, and I look forward to its bright future.



Pavi Kalra
Emerald High School
Mr. Voeller, English, Period 1
Grade 9
Student, Pavi Kalra, ptgkalra@gmail.com, 925-404-7099
Parent, Manjeet Kalra, tanumanjeet@gmail.com, 510-574-5383

One City, One Pride

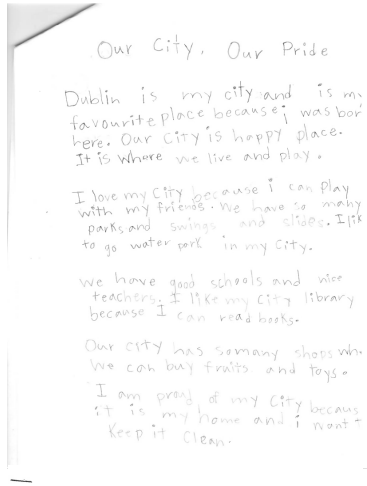
Labeled as a small dot, east of San Francisco, lies a place filled with life, culture, and stories that make around 65,000 people proud to call it their home. Whether it's the excitement of the St. Patrick's Day Festival, the peaceful trails at Emerald Glen Park, or the friendly waves from neighbors on a morning walk, Dublin has this unique energy that brings people together.

But what makes our city special? Despite the marvelous nature and hillside, the people are the heart of our city. Pride doesn't come from simply admiring the city around us; it is about how we gather to celebrate every achievement as a community. Whether it's families aiding in farmers' markets, students leading community projects, or volunteers working hard to keep our parks clean, we always do it together. From the diversity in our schools and unity throughout our neighborhoods, we build the shared dream of making our city thrive.

Not only do you see pride in our city, but you hear it loud and clear. From students helping each other with homework in the library to the cheers at local sports games or the collective laughter at farmers' markets, it all comes together to tie the knot of Dublin's friendship. And the loudest pride, heard from all the neighboring cities, is when the community comes together to celebrate the diverse cultures shaping our city.

Pride is also about protecting the bond we keep in our neighborhoods. Our choices play a key role in how we come together as a community, whether it is recycling instead of littering, holding the door and smiling at people, or supporting those around us. Finally, it's about noticing those small actions in our lives, spreading forgiveness, and choosing peace that brings our city together. They all strengthen the pride we share, making Dublin not just a city but a home.

The city of Dublin is truly bigger than a dot on a map. It represents a community built on compassion, empathy, culture, and the confidence that together we can call this place home. Pride in our city is real, not just a theme we write in essays. One city, one community, one pride.



Our City, Our Pride

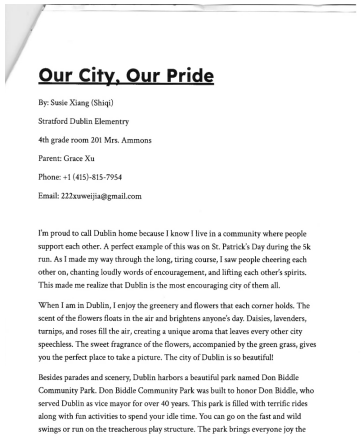
Dublin is my city and is my favourite place because I was born here. Our City is happy place. It is where we live and play.

I love my City because I can play with my friends. We have so many parks and swings and slides. I like to go water park in my city.

We have good schools and nice teachers. I like my city library because I can read books.

Our city has so many shops where we can buy fruits and toys.

I am proud of my City because it is my home and I want to keep it Clean.



**Our City, Our Pride**

By: Susie Xiang (Shiqi)

Stratford Dublin Elementry

4th grade room 201 Mrs. Ammons

Parent: Grace Xu

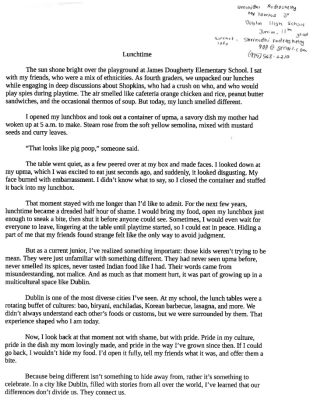
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I'm proud to call Dublin home because I know I live in a community where people support each other. A perfect example of this was on St. Patrick's Day during the 5k run. As I made my way through the long, tiring course, I saw people cheering each other on, chanting loudly words of encouragement, and lifting each other's spirits. This made me realize that Dublin is the most encouraging city of them all.

When I am in Dublin, I enjoy the greenery and flowers that each corner holds. The scent of the flowers floats in the air and brightens anyone's day. Daisies, lavenders, turnips, and roses fill the air, creating a unique aroma that leaves every other city speechless. The sweet fragrance of the flowers, accompanied by the green grass, gives you the perfect place to take a picture. The city of Dublin is so beautiful!

Besides parades and scenery, Dublin harbors a beautiful park named Don Biddle Community Park. Don Biddle Community Park was built to honor Don Biddle, who served Dublin as vice mayor for over 40 years. This park is filled with terrific rides along with fun activities to spend your idle time. You can go on the fast and wild swings or run on the treacherous play structure. The park brings everyone joy the



Lunchtime

The sun shone bright over the playground at James Dougherty Elementary School. I sat with my friends, who were a mix of ethnicities. As fourth graders, we unpacked our lunches while engaging in deep discussions about Shopkins, who had a crush on who, and who would play spies during playtime. The air smelled like cafeteria orange chicken and rice, peanut butter sandwiches, and the occasional thermos of soup. But today, my lunch smelled different.

I opened my lunchbox and took out a container of upma, a savory dish my mother had woken up at 5 a.m. to make. Steam rose from the soft yellow semolina, mixed with mustard seeds and curry leaves.

"That looks like pig poop," someone said.

The table went quiet, as a few peered over at my box and made faces. I looked down at my upma, which I was excited to eat just seconds ago, and suddenly, it looked disgusting. My face burned with embarrassment. I didn't know what to say, so I closed the container and stuffed it back into my lunchbox.

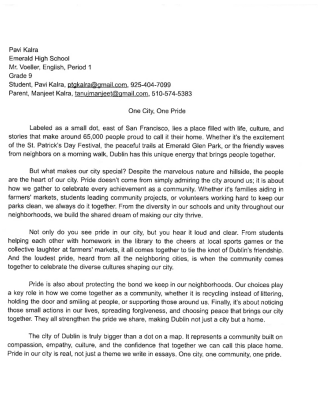
That moment stayed with me longer than I'd like to admit. For the next few years, lunchtime became a dreaded half hour of shame. I would bring my food, open my lunchbox just enough to sneak a bite, then shut it before anyone could see. Sometimes, I would even wait for everyone to leave, fingering at the table until playtime started, so I could eat in peace. Hiding a part of me that my friends found strange felt like the only way to avoid judgment.

But as a current junior, I've realized something important: those kids weren't trying to be mean. They were just unfamiliar with something different. They had never seen upma before, never smelled its spices, never tasted Indian food like I had. Their words came from misunderstanding, not malice. And as much as that moment hurt, it was part of growing up in a multicultural space like Dublin.

Dublin is one of the most diverse cities I've seen. At my school, the lunch tables were a rotating buffet of cultures: bao, biryani, enchiladas, Korean barbecue, lasagna, and more. We didn't always understand each other's foods or customs, but we were surrounded by them. That experience shaped who I am today.

Now, I look back at that moment not with shame, but with pride. Pride in my culture, pride in the dish my mom lovingly made, and pride in the way I've grown since then. If I could go back, I wouldn't hide my food. I'd open it fully, tell my friends what it was, and offer them a bite.

Because being different isn't something to hide away from, rather it's something to celebrate. In a city like Dublin, filled with stories from all over the world, I've learned that our differences don't divide us. They connect us.



Pavi Kalra
Emerald High School
Mr. Voeller, English, Period 1
Grade 9
Student, Pavi Kalra, ptgkalra@gmail.com, 925-404-7099
Parent, Manjeet Kalra, tanumanjeet@gmail.com, 510-574-5383

One City, One Pride

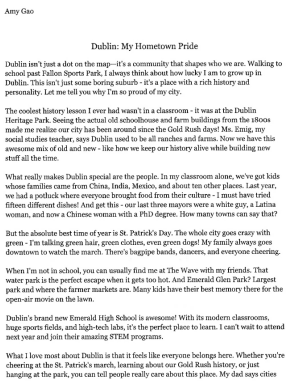
Labeled as a small dot, east of San Francisco, lies a place filled with life, culture, and stories that make around 65,000 people proud to call it their home. Whether it's the excitement of the St. Patrick's Day Festival, the peaceful trails at Emerald Glen Park, or the friendly waves from neighbors on a morning walk, Dublin has this unique energy that brings people together.

But what makes our city special? Despite the marvelous nature and hillside, the people are the heart of our city. Pride doesn't come from simply admiring the city around us; it is about how we gather to celebrate every achievement as a community. Whether it's families aiding in farmers' markets, students leading community projects, or volunteers working hard to keep our parks clean, we always do it together. From the diversity in our schools and unity throughout our neighborhoods, we build the shared dream of making our city thrive.

Not only do you see pride in our city, but you hear it loud and clear. From students helping each other with homework in the library to the cheers at local sports games or the collective laughter at farmers' markets, it all comes together to tie the knot of Dublin's friendship. And the loudest pride, heard from all the neighboring cities, is when the community comes together to celebrate the diverse cultures shaping our city.

Pride is also about protecting the bond we keep in our neighborhoods. Our choices play a key role in how we come together as a community, whether it is recycling instead of littering, holding the door and smiling at people, or supporting those around us. Finally, it's about noticing those small actions in our lives, spreading forgiveness, and choosing peace that brings our city together. They all strengthen the pride we share, making Dublin not just a city but a home.

The city of Dublin is truly bigger than a dot on a map. It represents a community built on compassion, empathy, culture, and the confidence that together we can call this place home. Pride in our city is real, not just a theme we write in essays. One city, one community, one pride.



Amy Gao

Dublin: My Hometown Pride

Dublin isn't just a dot on the map—it's a community that shapes who we are. Walking to school past Fallon Sports Park, I always think about how lucky I am to grow up in Dublin. This isn't just some boring suburb - it's a place with a rich history and personality. Let me tell you why I'm so proud of my city.

The coolest history lesson I ever had wasn't in a classroom - it was at the Dublin Heritage Park. Seeing the actual old schoolhouse and farm buildings from the 1800s made me realize our city has been around since the Gold Rush days! Ms. Emig, my social studies teacher, says Dublin used to be all ranches and farms. Now we have this awesome mix of old and new - like how we keep our history alive while building new stuff all the time.

What really makes Dublin special are the people. In my classroom alone, we've got kids whose families came from China, India, Mexico, and about ten other places. Last year, we had a potluck where everyone brought food from their culture - I must have tried fifteen different dishes! And get this - our last three mayors were a white guy, a Latina woman, and now a Chinese woman with a PhD degree. How many towns can say that?

But the absolute best time of year is St. Patrick's Day. The whole city goes crazy with green - I'm talking green hair, green clothes, even green dogs! My family always goes downtown to watch the march. There's bagpipe bands, dancers, and everyone cheering.

When I'm not in school, you can usually find me at The Wave with my friends. That water park is the perfect escape when it gets too hot. And Emerald Glen Park? Largest park and where the farmer markets are. Many kids have their best memory there for the open-air movie on the lawn.

Dublin's brand new Emerald High School is awesome! With its modern classrooms, huge sports fields, and high-tech labs, it's the perfect place to learn. I can't wait to attend next year and join their amazing STEM programs.

What I love most about Dublin is that it feels like everyone belongs here. Whether you're cheering at the St. Patrick's march, learning about our Gold Rush history, or just hanging at the park, you can tell people really care about this place. My dad says cities

# Essay Contest Winners

Grand Prize Winner: **Amrutha Chunduru,** 8th Grade, Fallon Middle School

| Grades K-1 | Grades 2-3 | Grades 4-5 | Grades 6-8 | Grades 9-12 |
|---|---|---|---|---|
|  |  |  |  |  |
| **Saanvi Boddupally**<br>1st Grade<br>Dublin Elem. | **Saharash Boddupally**<br>3rd Grade<br>Dublin Elem. | **Susie Xiang**<br>4th Grade<br>Stratford School | **Amrutha Chunduru**<br>8th Grade<br>Fallon Middle | **Pavi Kalra**<br>9th Grade<br>Emerald High |
|  |  |  |  |  |
| **Zhiyuan Tian**<br>1st Grade<br>Kolb Elem. | **Yuvin Dahiya**<br>3rd Grade<br>Stratford School | **Nikita Misha**<br>5th Grade<br>Dougherty Elem. | **Amy Gao**<br>8th Grade<br>Fallon Middle | **Shrinidhi Rudrashetty**<br>11th Grade<br>Dublin High |

# Poster Contest



# Poster Contest Winners

Grand Prize Winner: **Annika Majumder,** 4th Grade, Kolb Elementary

| Grades K-1 | Grades 2-3 | Grades 4-5 | Grades 6-8 | Grades 9-12 |
|---|---|---|---|---|
|  |  |  |  |  |
| **Mira Tondepu**<br>1st Grade<br>Kolb Elem. | **Yuvin Dahiya**<br>3rd Grade<br>Stratford School | **Annika Majumder**<br>4th Grade<br>Kolb Elem. | **Min Kim**<br>7th Grade<br>St. Raymond School | **Lauren Chuck**<br>10th Grade<br>Emerald High |
|  |  |  |  |  |
| **Yohanna McClendon**<br>Kindergarten<br>Dougherty Elem. | **Vikram Singaraju**<br>2nd Grade<br>Dougherty Elem. | **Candice Kyan/ Elva Wang**<br>4th Grade<br>Stratford School | **Gita Singaraju**<br>7th Grade<br>Fallon Middle | **Sophie Lefur**<br>9th Grade<br>Emerald High |

# Thank You




DUBLIN
CALIFORNIA

Agenda Item 3.2

# STAFF REPORT
## CITY COUNCIL

**DATE:** **June 3, 2025**

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Colleen Tribby, City Manager

**SUBJECT:** Elder Abuse Awareness Month Proclamation
*Prepared by: Marsha Moore, MMC, City Clerk*

**EXECUTIVE SUMMARY:**

The City Council will present the Elder Abuse Awareness Month proclamation.

**STAFF RECOMMENDATION:**

Present the proclamation.

**FINANCIAL IMPACT:**

None.

**DESCRIPTION:**

Since 2006, June has been declared World Elder Abuse Awareness Month, and June 15th is World Elder Abuse Awareness Day. The National Council on Aging estimates that 5 million Americans over the age of 60 are victims of elder abuse, neglect, or exploitation. More than half of reported cases of elder abuse are carried out by a family member, typically an adult child or spouse. Research has shown that elderly abuse, neglect, violence, and exploitation is one of the biggest issues facing senior citizens around the world. This proclamation brings awareness to the issue of elder abuse and supports efforts to end it.

**STRATEGIC PLAN INITIATIVE:**

None.

**NOTICING REQUIREMENTS/PUBLIC OUTREACH:**

The City Council Agenda was posted.

**ATTACHMENTS:**

1) Elder Abuse Awareness Month Proclamation

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

***"Elder Abuse Awareness Month"***

***WHEREAS**, although the elder population is the largest growing segment in the country, elder abuse is one of the most under-reported crimes in the United States, and it is estimated that only one in 14 cases comes to the attention of Adult Protective Services and/or law enforcement agencies; and*

***WHEREAS**, victims of elder abuse include men and women of diverse educational, socio-economic, and ethnic backgrounds who have been victimized by strangers and/or by persons they know who may occupy a position of trust; and*

***WHEREAS**, in many parts of the world, elder abuse occurs with little recognition or response; and*

***WHEREAS**, the Dublin Senior Center provides a comprehensive array of services, including social and recreational programs, to meet the needs of the elder population, thereby enhancing their quality of life and helping them to remain active, healthy, and independent; and*

***WHEREAS**, the Alameda County District Attorney's Office's Elder Protection Unit and Victim Witness Division, in collaboration with the Alameda County Social Services Agency – Adult Protective Services and Ombudsman Services of Alameda, Contra Costa and Solano Counties, provides a network of services to elders who are in danger of becoming, or who have become, victims of abuse. These services include holding community workshops to promote crime prevention awareness resources, working with Dublin Police Services and other professionals, and prosecuting cases of elder abuse, neglect, and financial exploitation; and*

***WHEREAS**, the City of Dublin recognizes that the awareness of elder abuse, neglect, and financial exploitation and importance of providing resources to combat such cases will help keep our elders and community safer.*

***NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Dublin does hereby proclaim June 2025 as "Elder Abuse Awareness Month" in the City of Dublin, in recognition of elders being valuable members of our city and having the right to live safely and securely in our community.*

***DATED:** June 3, 2025*

Mayor Sherry Hu

Vice Mayor Kashef Qaadri

Councilmember Jean Josey

Councilmember Michael McCorriston

Councilmember John Morada

Agenda Item 3.3

# STAFF REPORT
## CITY COUNCIL

**DATE:** **June 3, 2025**

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Colleen Tribby, City Manager

**SUBJECT:** Gun Violence Awareness Day and Month Proclamation
*Prepared by: Marsha Moore, MMC, City Clerk*

**EXECUTIVE SUMMARY:**

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

**STAFF RECOMMENDATION:**

Present the proclamation.

**FINANCIAL IMPACT:**

None.

**DESCRIPTION:**

June is recognized nationally as Gun Violence Awareness Month, and Gun Violence Awareness Day is observed on the first Friday of June. This year on June 6, many people will demonstrate their support of gun violence awareness by wearing orange in remembrance of Hadiya Pendleton, who was shot and killed on a playground in Chicago when she was a young teen.

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

**STRATEGIC PLAN INITIATIVE:**

None.

**NOTICING REQUIREMENTS/PUBLIC OUTREACH:**

The City Council Agenda was posted.

**ATTACHMENTS:**

1) Gun Violence Awareness Day and Month Proclamation

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

*"Gun Violence Awareness Day and Month"*

*WHEREAS, every day, 125 people in the United States are killed by gun violence and more than 260 are shot and wounded, with an average of nearly 19,000 gun-related homicides every year; and*

*WHEREAS, California has an average of 3,332 gun-related deaths every year, with a rate of 8.3 deaths per 100,000 people, costing California $41.9 billion each year, of which $1.1 billion is paid by taxpayers; and*

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

*WHEREAS, 48% of gun-related deaths in California are by firearm suicide; an average of 1,610 deaths per year; and*

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

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

*NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby proclaim Friday, June 6, 2025 to be Gun Violence Awareness Day, and the month of June to be Gun Violence Awareness Month in the City of Dublin. The City of Dublin will light The Wave in orange for June 6-8, 2025 to help raise awareness about gun violence and encourages all citizens to support their local communities' efforts to prevent the tragic effects of gun violence, and to honor and value human life.*

*DATED: June 3, 2025*

Mayor Sherry Hu

Vice Mayor Kashef Qaadri

Councilmember Jean Josey

Councilmember Michael McCorriston

Councilmember John Morada

Agenda Item 3.4

# STAFF REPORT
## CITY COUNCIL

**DATE:** **June 3, 2025**

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Colleen Tribby, City Manager

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

**EXECUTIVE SUMMARY:**

New City of Dublin Staff members, Reese Maeda, Summer Intern with the Communications Division of the City Manager's Office, and Mycile Cahambing, Administrative Technician with the City Clerk's Office, will be introduced.

**STAFF RECOMMENDATION:**

Welcome the new City of Dublin Staff members.

**FINANCIAL IMPACT:**

None.

**DESCRIPTION:**

New City of Dublin Staff members, Reese Maeda, Summer Intern with the Communications Division of the City Manager's Office, and Mycile Cahambing, Administrative Technician with the City Clerk's Office, will be introduced.

**STRATEGIC PLAN INITIATIVE:**

None.

**NOTICING REQUIREMENTS/PUBLIC OUTREACH:**

The City Council Agenda was posted.

**ATTACHMENTS:**

None.

DUBLIN
CALIFORNIA

# STAFF REPORT
CITY COUNCIL

**DATE:** **June 3, 2025**

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Colleen Tribby, City Manager

**SUBJECT:** Approval of May 20, 2025 Regular City Council Meeting Minutes
*Prepared by: Marsha Moore, MMC, City Clerk*

**EXECUTIVE SUMMARY:**

The City Council will consider approving the minutes of the May 20, 2025 Regular City Council Meeting.

**STAFF RECOMMENDATION:**

Approve the minutes of the May 20, 2025 Regular City Council Meeting.

**FINANCIAL IMPACT:**

None.

**DESCRIPTION:**

The City Council will consider approving the minutes of the May 20, 2025 Regular City Council Meeting.

**STRATEGIC PLAN INITIATIVE:**

None.

**NOTICING REQUIREMENTS/PUBLIC OUTREACH:**

The City Council Agenda was posted.

**ATTACHMENTS:**

1) May 20, 2025 Regular City Council Meeting Minutes

# MINUTES OF THE CITY COUNCIL OF THE CITY OF DUBLIN

Regular Meeting: May 20, 2025

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

## REGULAR MEETING 7:00 PM

A Regular Meeting of the Dublin City Council was held on **Tuesday, May 20, 2025**, in the Peter W. Snyder Council Chamber. The meeting was called to order at 7:01 PM, by Mayor Hu.

## 1) CALL TO ORDER

| Attendee Name | Status |
|---|---|
| Dr. Sherry Hu, Mayor | Present |
| Kashef Qaadri, Vice Mayor | Present |
| Jean Josey, Councilmember | Present |
| Michael McCorriston, Councilmember | Present |
| John Morada, Councilmember | Present |

## 2) PLEDGE OF ALLEGIANCE

## 3) PRESENTATIONS AND PROCLAMATIONS

### 3.1) Lupus Awareness Month Proclamation

The City Council presented the Lupus Awareness Month Proclamation.

### 3.2) 2024-2025 Youth Advisory Committee Annual Report

The Youth Advisory Committee presented an annual report highlighting accomplishments for the 2024-25 term.

### 3.3) Presentation from the Mayor's Council

The City Council received a presentation from the Mayor's Council on their activities during the 2024-25 year.

### 3.4) Employee Introduction

New City of Dublin Staff member, Mary Vavao, Senior Office Assistant with the Parks and Community Services Department, was introduced.

## 4) PUBLIC COMMENT

Tom Evans provided public comment.

Jeanine Gillengerten provided public comment.

Mike Grant provided public comment.

Nishtha Patel provided public comment.

Kirtan Pamar provided public comment.

Robert Mowat provided public comment.

Guy Houston and David Aceron provided public comment.

## 5) CONSENT CALENDAR

5.1) Approved the May 6, 2025 Regular City Council Meeting Minutes.

5.2) Adopted Resolution No. 28-25 titled, “Approving the First Amendment to the Agreement with Livermore Pleasanton Umpires Association for Officiating Services.”

5.3) Adopted Resolution No. 29-25 titled, “Approving the Update of the Dublin City Council Norms.”

5.5) Adopted Resolution No. 30-25 titled, “Approving a Transportation Use License Agreement with the San Francisco Bay Area Rapid Transit District (BART) for the Dublin/Pleasanton BART Station Active Access Improvements Project on City-Owned Property, Assessor’s Parcel Number 941-0550-023-04.”

5.6) Confirmed the Mayor’s appointments to the Youth Advisory Committee and appointment of the Parks and Community Services Commission Student Representative for the 2025-26 term.

5.7) Received a report of payments issued from April 1, 2025 – April 30, 2025, totaling $9,846,712.70.

On a motion by Councilmember Josey, seconded by Councilmember McCorriston, and by unanimous vote, the City Council adopted the Consent Calendar, except items 5.4, 5.8, and 5.9.

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVED BY:** | Jean Josey, Councilmember |
| **SECOND:** | Michael McCorriston, Councilmember |
| **AYES:** | Hu, Josey, McCorriston, Qaadri, Morada |

*5.4) Received notification of the City Engineer's pending approval of the Final Map for Tract 8449, Planning Area 2 North (PA-2 North) The Dublin Centre (The DC).*

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

*5.8) Received the City Treasurer's Informational Report of Investments for the Quarter Ending March 31, 2025.*

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

*5.9) Adopted Resolution No. 31-25 titled, "Approving Extending the Time Period for the Sales Tax Reimbursement Program, the Traffic Impact Fee (TIF) Deferral Program, the Transit District Multi-Family Residential Development Fee Deferral Program, and the Sewer Capacity Assistance Program."*

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

*Inge Houston provided public comment.*

On a motion by Councilmember Josey, seconded by Vice Mayor Qaadri, and by unanimous vote, the City Council adopted Consent Calendar items 5.4, 5.8, and 5.9.

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVED BY:** | Jean Josey, Councilmember |
| **SECOND:** | Kashef Qaadri, Vice Mayor |
| **AYES:** | Hu, Josey, McCorriston, Qaadri, Morada |

## 6) PUBLIC HEARING

### 6.1. Engineer's Reports and the Levy of Special Assessments for Street Lighting Maintenance District 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

The City Council received a presentation regarding Engineer's Reports and the levy of special assessments in each of the five assessment districts for Fiscal Year 2025-26 and information about the process to increase assessments pursuant to Proposition 218 to address the future funding shortfall for Street Lighting Maintenance District 1983-1.

Mayor Hu opened the Public Hearing.

Upon receiving no public comment, Mayor Hu closed the Public Hearing.

On a motion by Councilmember Josey, second by Vice Mayor Qaadri, and by unanimous vote the City Council adopted Resolution No. 32-25 titled, "Approving the Engineer's Report, Confirming Diagram and Assessment, and Ordering Levy of Assessment for City of Dublin Street Lighting Maintenance District 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"; and directed Staff to initiate the process to propose revisions to the special assessment amounts for Street Lighting Maintenance District 1983-1.

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVED BY:** | Jean Josey, Councilmember |
| **SECOND:** | Kashef Qaadri, Vice Mayor |
| **AYES:** | Hu, Josey, McCorriston, Qaadri, Morada |

## 7) UNFINISHED BUSINESS – None.

## 8) NEW BUSINESS

### 8.1) Downtown Dublin Village Parkway District Public Art

The City Council received a presentation regarding a public art proposal as part of the Downtown Dublin Public Art Project, PA0123, included in the 2024-2029 Capital Improvement Program.

Mayor Hu opened a public comment period. Upon receiving no public comment, Mayor Hu closed the public comment period.

Councilmember Josey motioned to approve the recommendation from the Heritage and Cultural Arts Commission to accept their recommendation of public art piece 'Crossing

Paths' for the corner of Dublin Blvd and Village Parkway. The motion died due to a lack of a second.

A motion was made by Vice Mayor Qaadri and seconded by Councilmember McCorriston to direct Staff to develop a cohesive public art plan, restart this process, and work with the Heritage and Cultural Arts Commission to re-visit this project. No vote was taken on the motion.

By consensus, the City Council directed Staff to re-evaluate the process for selecting public art and re-start the process for the Downtown Dublin Art Project, PA0123.

## 9) CITY MANAGER AND CITY COUNCIL REPORTS

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

## 10) ADJOURNMENT

Mayor Hu adjourned the meeting at 10:17 PM.

_____
Mayor

**ATTEST:**

_____
City Clerk

Agenda Item 5.2

# STAFF REPORT
CITY COUNCIL

**DATE:** **June 3, 2025**

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Colleen Tribby, City Manager

**SUBJECT:** Annual Update to the Master Fee Schedule
*Prepared by: Darlynn Haas, Management Analyst II*

## EXECUTIVE SUMMARY:

The City Council will consider adopting an annual update to the Master Fee Schedule as prescribed by the City's User Fee Cost Recovery Policy.

## STAFF RECOMMENDATION:

Adopt the **Resolution** Adopting an Annual Update to the Master Fee Schedule for Services Provided by the City.

## FINANCIAL IMPACT:

The financial impact will be based on the activity levels after the fee updates are adopted and in place. The annual increase of 2.08% is calculated based on the changes in the December Consumer Price Index (Bureau of Labor of Statistics, San Francisco-Oakland-Hayward Urban Wage Earners and Clerical Workers).

## DESCRIPTION:

### Background
The California Constitution authorizes local governments to recover the reasonable costs incurred in providing certain direct services (e.g., permitting, licensing, and recreational services). Most agencies adopt a schedule of all user fees on an annual basis, commonly referred to as a Master Fee Schedule (MFS).

In Dublin, three documents guide the preparation of the MFS:

1. **User Fee Cost Recovery Policy (adopted in 2012).** This policy provides that a comprehensive study be conducted every five years to ensure that fees reflect the City's actual cost of providing services. Once fees are set in the first year, they are updated annually based on changes in the preceding December Consumer Price Index (CPI)

(Bureau of Labor Statistics, San Francisco-Oakland Urban Wage Earners and Clerical Workers), which was recently updated to include Hayward and was renamed to the San Francisco-Oakland-Hayward Urban Wage Earners and Clerical Workers. The CPI change is applied to the existing fee to create a new base fee, which is then rounded down to the nearest dollar and listed in the MFS. Subsequent annual changes are applied to the base fee and rounded down. The Cost Recovery Policy allows for new fees to be added to the MFS as necessary. This process is continued until a new fee study is completed.

2. **User Fee Study and Cost Allocation Plan.** The current fee study was conducted in Fiscal Year 2023-24 with a comprehensive review of City services and calculation of the direct and indirect costs associated with providing those services. The final report was adopted by the City Council on June 25, 2024 (Resolution 72-24).

3. **Parks and Community Services (PCS) Pricing Policy (adopted in 2010, revised in 2016).** The PCS Pricing Policy provides authority to the PCS Director to increase rates up to 20% during the year provided that these fees are then documented in the upcoming MFS, and to establish new rates during the fiscal year should new classes be added during that period. It also established a 20% difference between resident and non-resident fees, unless an exception is noted.

**Fiscal Year 2025-26 MFS**
Attachment 2 is the new MFS, with fees adjusted by the year-over-year increase in CPI (2.08% in December 2024) and rounded down. Attachment 3 provides the base fees prior to rounding.

The only adjustments recommended for Fiscal Year 2025-26 are to certain PCS fees, as described below. These were presented to the PCS Commission on April 21, 2025 and recommended by the Commission for City Council approval.

- **Unit-based Pricing.** PCS is proposing a shift to unit-based pricing (per hour, per class, per game, per match, etc.) starting in Fiscal Year 2025-26. This facilitates alignment with the publishing of the seasonal Activity Guides and eliminates the need to have multiple versions of the same activity, which differ only in the days/times offered. This approach reduces administrative burden and improves clarity for both Staff and participants.

- **Preschool Programs.** These have been adjusted to make pricing consistent and reflect updated hours/days. Pricing is now listed as an individual fee per day (3 hours/day).

- **Adult Pickleball League.** A new pickleball league fee has been added, priced per team, per match.

- **Adaptive Rec Swim.** Fees have been added for a new adaptive swim program at The Wave, priced as an individual fee per visit.

- **Classroom B - Refundable Deposit $500.** The Classroom B refundable deposit fee at

the Senior Center has been removed because the underutilized space is being repurposed into a fitness room.

- **Community Event Permit Application Fee.** A fee has been added for community events such as parades and 5K runs.

- **Special Event Open Space Fees.** A new category of rental fees has been added for special event open spaces, such as the grass area at Don Biddle Community Park, which can be reserved for large special events hosted by others.

**Next Steps**
Upon approval of the MFS, Staff will publish the MFS and fees will be effective July 1, 2025.

In addition, during Fiscal Year 2025-26, PCS Staff will be conducting an evaluation of actual field and facility maintenance costs and corresponding rental fees. Any resulting changes to fees above the PCS Director's authority will be brought to the City Council for approval.

**STRATEGIC PLAN INITIATIVE:**

None.

**NOTICING REQUIREMENTS/PUBLIC OUTREACH:**

The City Council Agenda was posted.

**ATTACHMENTS:**

1) Resolution Adopting an Annual Update to the Master Fee Schedule for Services provided by the City
2) Exhibit A to the Resolution – City of Dublin Master Fee Schedule, FY2025-26
3) City of Dublin Master Fee Schedule Prior to Rounding

**RESOLUTION NO. XX – 25**

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

**ADOPTING AN ANNUAL UPDATE TO THE MASTER FEE SCHEDULE FOR SERVICES PROVIDED BY THE CITY**

**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 offers various recreational programs and facility rental opportunities; and

**WHEREAS,** on September 4, 2012, the City Council approved Resolution 160-12 Establishing a User Fee Cost Recovery Policy that specifies annual adjustments to fees for services provided by the City; and

**WHEREAS,** on June 24, 2024, the City Council adopted the comprehensive updated Master Fee Schedule; and

**WHEREAS,** fees and changes for recreation programs set forth in **Exhibit A** were reviewed and recommended for approval by the Parks and Community Services Commission on April 21, 2025, prior to being presented to the City Council for consideration.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Dublin adopts the Master Fee Schedule attached as **Exhibit A**.

**BE IT FURTHER RESOLVED** that the updated fees identified in said Master Fee Schedule, shall be effective beginning July 1, 2025. For those items billed as “time and materials,” the fees and overhead rates shown in **Exhibit A** shall be applicable to services provided beginning July 1, 2025.

**BE IT FURTHER RESOLVED** that except as otherwise designed in **Exhibit A**, the fees therein shall be automatically adjusted annually using the adjustment methodology in Resolution No. 160-12 Establishing a User Fee Cost Recovery Policy adopted by the City Council on September 4, 2012.

{Signatures on the following page}

**PASSED, APPROVED AND ADOPTED** this 3rd day of June 2025, by the following vote:

**AYES**:

**NOES**:

**ABSENT**:

**ABSTAIN**:

_____
Mayor

**ATTEST**:

_____
City Clerk

**CITY OF DUBLIN MASTER FEE SCHEDULE, FY 2025-26**
**Adjusted by CPI change, Dec 2023 - Dec 2024 (+2.08%)**

| # | Item / Service | Description / Unit | Fees through 6/30/25 | Fee Effective 7/1/25 |
|---|---|---|---|---|
| **Section 1.0: General & Administrative** | | | | |
| 120 | Photocopies – (first page or 1-page document) | Reproduction of documents / cost for first page | $0.50* | $0.50* |
| 121 | Photocopies – (each additional page ) | Reproduction of documents / cost per page after first page | $0.10* | $0.10* |
| 122 | Mailing of photocopies | Documents where a physical copy is requested to be mailed / per mailing | Actual Postage | Actual Postage |
| 123 | Retrieval of public documents | *(Info Only* - Established by State Law) Costs incurred for locating or collecting records / staff time | No Charge – Is included in per page cost | No Charge – Is included in per page cost |
| 124 | Copies of Political Reform Act 1974 Documents (Ca Govt Code 81008) | *(Info Only* - Established by State Law), any related documents / per page | $0.10* | $0.10* |
| 125 | Political Reform Act Retrieval (Ca Govt Code 81008) | *(Info Only* - Established by State Law) - retrieval of documents over 5 years old / per request includes multiple documents requested at the same time | $5.00** | $5.00** |
| 126 | Bound documents, reports including Budget; CAFR; etc. | General documents which shall not exceed the combined cost if the per page rate in Fee #120/#121 is used / per document | Not to exceed actual cost – As determined by City Manager or designee | Not to exceed actual cost – As determined by City Manager or designee |
| 127 | Special Copies:<br>· Plans and Specifications For Construction<br>· Maps<br>· Aerial Photographs | Construction project plans and specifications; maps; may include oversized pages / per document | Not to exceed actual cost – As determined by City Manager or designee | Not to exceed actual cost – As determined by City Manager or designee |
| 128 | General Overhead | Unless defined elsewhere General City Overhead to be used for developing equivalent fees and charges / applied to actual costs | 24.48%* | 24.48%* |
| 129 | Equivalent Fees and Charges | Fees for services or costs not explicitly listed in any section in the Master Fee Schedule / Case by case basis, may include: staff costs; contractor / consultant costs; reimbursable expenses; general overhead. | As determined by City Manager or designee based on actual costs and rates plus general overhead | As determined by City Manager or designee based on actual costs and rates plus general overhead |
| 130 | Electric Vehicle Charging Station Fee | Per kilowatt Hour fee (kWh) to help recover the cost of electricity to the City | $0.33 cents per kWh plus EVCS service surcharge while plugged in to City-owned EV charging stations | $0.33 cents per kWh plus EVCS service surcharge while plugged in to City-owned EV charging stations |
| 131 | Passport Execution Fee | The Department of State has set the acceptance fee at $35 for jurisdiction who process Passport application | $35.00** | $35.00** |
| 132 | Passport Application Fee | The Application Fee which is collected on behalf of the US Department of State, will be charged at the current rate as specified by the US Department of State. These costs may also include any charges for delivery of the application. | Actual Cost | Actual Cost |
| 133 | Pasport Photo Fee | Per session | $20.00 | $20.00 |
| 134 | Digital Recording of Council Meetings | Per CD/DVD/Flashdrive | $0.50 | $0.50 |
| 135 | Technology Surcharge | Percent of permit cost | 2% | 2% |
| 136 | Credit Card Transaction Fee | Percent of transaction where applicable | 3% | 3% |
| **Section 1.1: Finance / Business License** | | | | |
| Per Senate Bill 234, the City cannot impose a business license fee for small or large family daycare | | | | |
| 160 | First Returned Check Fee (Ca. Civil Code 1719 (a)(1) | *(Info Only* - Established by State Law) Payments received via check when the payment is declined is declined by the bank / per check | $25.00<br>Set by State Law** | $25.00<br>Set by State Law** |
| 161 | Subsequent Returned Check Fee (Ca. Civil Code 1719 (a)(1) | *(Info Only* - Established by State Law) Payments received via check when the payment is declined is declined by the bank / per check after first | $35.00<br>Set By State Law** | $35.00<br>Set By State Law** |
| 162 | Annual Business Registration (License) | Annual Business License / per business | $29.00 | $29.00 |
| 164 | New Business Registration (License) | Registration fee | $106.00 | $108.00 |
| 168 | Business License Transfer Dublin Municipal Code | Transfer is substantially similar to the ownership existing before the transfer / per transfer | $70.00 | $71.00 |
| 169 | Duplicate Business License Dublin Municipal Code Chapter | Replace any license previously issued license | $26.00 | $26.00 |
| 170 | Delinquent Business License Processing Fee | Per License | $17.00 | $17.00 |
| 171 | Contract Retention Escrow Fee | Contractors may elect to have retention amounts paid to a third party escrow / per payment | $101.00 | $103.00 |
| **Section 1.2: Administrative Fees - Impact Fee Credit Agreement Administration** | | | | |
| 408 | Impact Fee Credit Statement | Per statement - Developers who request statements for credit balance | $159.00 | $162.00 |
| 409 | Original/Transfer agreement to establish a Park Land/Affordable Unit Impact Fee Credit | Flat fee | $249.00 | $254.00 |
| 410 | Original/Transfer agreement to establish a Traffic Impact or Park Improvement Impact Fee Credit | Flat fee | $249.00 | $254.00 |
| 411 | Original/Transfer agreement to establish a Fire Impact Fee Credit | Flat fee | $249.00 | $254.00 |
| 412 | Impact Fee Credit Application Processing Fee | Per invoice | $186.00 | $189.00 |
| 413 | Impact Fee Credit Invoice Change Fee | Flat fee | $234.00 | $238.00 |

| # | Item / Service | Description / Unit | Fees through 6/30/25 | Fee Effective 7/1/25 |
|---|---|---|---|---|
| **Section 2.0: Police Services- General (Fingerprints / Records / Vehicles/ Development)** | | | | |
| 201 | Livescan (Fingerprints) | Fingerprinting / per application - Outside Agency /DOJ Fees charged separately | $39.00 | $39.00 |
| 202 | Fingerprint Card | Card / non-electronic prints - Outside Agency/DOJ Fees charged separately | $58.00 | $59.00 |
| 203 | Police Report / Inspection Verification | (Info Only - Established by State Law) Authorized release of a copy of a Police Report / per report | $5.00 Flat** | $5.00 Flat** |
| 204 | Records Subpoena (Subpoena Duces Tecum) Ca. Govt Code 6254(f) (1) and (2) | (Info Only - Established by State Law) Response to subpoena) | $15.00** | $15.00** |
| 205 | Records subpoena: photos saved to CD | Duplication of photo records / per CD | $158.00 | $161.00 |
| 206 | Visa Letter | Preparation of a Visa letter requested for foreign travel / per letter | $43.00 | $43.00 |
| 208 | Fix-It Ticket Sign-Off | Sign-off on ticket not issued by Dublin Police Services / per citation | $26.00 | $26.00 |
| 209 | Repossessed Vehicle Release - Ca. Govt Code 41612 | (Info Only - Established by State Law) -Process and provide release document / per release | $15.00** | $15.00** |
| 210 | Towed / Stored Vehicle Release | Provide release documentation for towed and/or stored vehicle / per vehicle | $90.00 | $91.00 |
| 211 | Vehicle Release - CA Vehicle Code 22651 | Per Vehicle | $9.00 | $9.00 |
| **Section 2.1: Police Services- Permits** | | | | |
| 220 | Alcohol Beverage Control (ABC) – One Day Permit | Issuance of documents required for an application to ABC / per application (Police Chief may waive for Dublin-based non-profit) | $187.00 | $190.00 |
| 221 | Bingo Permit (Dublin Municipal Code Chapter 5.44) | Annual license issuance per the Municipal Code / per application | $166.00 | $169.00 |
| 222 | Dance Permit (Dublin Municipal Code Chapter 5.52) | Processing of a dance permit per the municipal code / per permit | $200.00 | $204.00 |
| 223 | Fortune Teller Permit (Dublin Municipal Code Chapter 4.08) | Processing of a fortune teller permit per the municipal code / per permit | $200.00 | $204.00 |
| 224 | Gun Dealer Permit | Processing of a Gun Dealer permit / per permit | $357.00 | $364.00 |
| 225 | Massage Establishment – Initial (Dublin Municipal Code Chapter 4.20) | Processing of a massage establishment permit per the municipal code / per location | $357.00 | $364.00 |
| 226 | Massage Establishment – Yearly (Dublin Municipal Code Chapter 4.20) | Annual permit after initial massage establishment permit / per permit | $293.00 | $299.00 |
| 228 | Parade Permit (Dublin Municipal Code Chapter 5.12) | Processing of a parade permit per the municipal code / per event (permit only - service charges per 5.12.100 additional) | $124.00 | $126.00 |
| 229 | Peddler Permit (Dublin Municipal Code Chapter 4.16) | Processing of a peddler permit per the municipal code / per application | $124.00 | $126.00 |
| 230 | Secondhand Dealer Permit (Dublin Municipal Code Chapter 4.12) | Processing of a secondhand dealer permit per the municipal code / per permit | $124.00 | $126.00 |
| 231 | Taxi Company (Owner) Permit - Initial (Dublin Municipal Code Chapter 6.76) | Processing of a taxi company (owner) permit per the municipal code / per initial permit | $286.00 | $291.00 |
| 232 | Taxi Company (Owner) Permit – Renewal (Dublin Municipal Code Chapter 6.76) | Annual permit after initial Taxi Company (owner) permit / per permit | $124.00 | $126.00 |
| 233 | Taxi Driver (Operator) Annual Permit – (Dublin Municipal Code Chapter 6.76) | Annual permit Taxi Driver (operator) permit / per permit | $124.00 | $126.00 |
| 234 | Tobacco Retailer License (Dublin Municipal Code Chapter 4.40) | Annual license issuance per the Municipal Code / per license | $102.00 | $104.00 |
| 235 | Massage Establishment - Employee Change Form | Per application | $102.00 | $104.00 |
| 236 | Massage Establishment - Amendment to Operations | Per application | $102.00 | $104.00 |
| 237 | Sidewalk Vending Permit | Each | $102.00 | $104.00 |
| 238 | Sidewalk Vending Permit - Amendment | Each | $102.00 | $104.00 |
| **Section 2.2: Police Services- Hourly Rates** | | | | |
| PS1 | Sheriffs Technician | Hourly rate for special services not otherwise defined / per hour | $119.00 | $121.00 |
| PS2 | Sheriff's Deputy | Hourly rate for special services not otherwise defined / per hour | $213.00 | $217.00 |
| PS3 | Sheriffs Sergeant | Hourly rate for special services not otherwise defined / per hour | $255.00 | $260.00 |
| **Section 4.1: Fire Prevention Services Plan Review & Inspection** | | | | |
| The fees for all plan review and inspection, fire alarm systems, fixed fire systems, and automatic fire sprinkler systems include one inspection and one re-inspection for each inspection type (e.g. weld, hydro, rough, pre-pour, functional, final, etc.). If a permit applicant elects to split inspections into small pieces such as by floor or by system; additional inspection fees will be due based upon the hourly rate. | | | | |
| | **Plan Review & Inspection** | | | |
| 240 | New Construction up to 5000 sq. ft. | Per application | $557.00 | $568.00 |
| 241 | New Construction 5000 sq. ft. to 45,000 sq. ft. | Per application | $1,193.00 | $1,217.00 |
| 242 | New Construction >45,000 sq. ft. | Per application | $1,709.00 | $1,744.00 |

| # | Item / Service | Description / Unit | Fees through 6/30/25 | Fee Effective 7/1/25 |
|---|---|---|---|---|
| 243 | Tenant Improvement up to 5000 sq. ft. | Per application | $408.00 | $416.00 |
| 244 | Tenant Improvement 5000 sq. ft. to 45,000 sq. ft. | Per application | $584.00 | $596.00 |
| 245 | Tenant Improvement >45,000 sq. ft. | Per application | $760.00 | $775.00 |
| 246 | Custom Single-Family Residence | Per application | $408.00 | $416.00 |
| 247 | Processing, Review, Inspection & Approval of Licensed Care Facilities | Per application | $219.00 | $223.00 |
| 248 | Review and Approval of Improvement plans and/or maps | Per application | $244.00 | $249.00 |
| | **Fire Alarm Systems – (New or Tenant Improvements)** | | | |
| 250 | Fire Alarm System < 50 devices | Per application | $463.00 | $472.00 |
| 251 | Fire Alarm System > 50 devices | Per application | $1,167.00 | $1,191.00 |
| | **Fixed Fire Protection Systems** | | | |
| 260 | Medical Gas System | Per system | $463.00 | $472.00 |
| 261 | Hood Duct System | Per system | $463.00 | $472.00 |
| 262 | Halon or Clean Agent | Per system | $463.00 | $472.00 |
| 263 | Spray Booth per booth | Per system | $463.00 | $472.00 |
| | **Automatic Fire Sprinkler Systems, Commercial– (New or Tenant Improvements)** | | | |
| 270 | System < 20 heads | Base fee per system | $626.00 | $639.00 |
| 271 | System > 20 heads | Base fee per system | $1,142.00 | $1,165.00 |
| 272 | Plus amount per head in excess of 100 heads | Per head | $14.00 | $14.00 |
| 273 | Underground Water Supply | Per system / tap | $790.00 | $806.00 |
| | **Automatic Fire Sprinkler Systems, Residential– (New and Alterations)** | | | |
| 275 | NFPA 13 D master plan check and inspection | Per system | $953.00 | $972.00 |
| 276 | Additional permits for already approved master plan | Per application | $764.00 | $779.00 |
| 277 | NFPA 13R system (per unit, per building) | Per unit up to 50 units. | $1,142.00 | $1,165.00 |
| 278 | NFPA 13 System | Per unit up to 50 units /Per System | $1,142.00 | $1,165.00 |
| 279 | Underground Water Supply | Per system / tap | $790.00 | $806.00 |

In order to incentivize accessory dwelling units (ADUs): 1) an ADU less than 750 square feet; and 2) ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years are not subject to these City permit fees, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code, the scope of work beyond the establishment of the ADU, and/or enforcement fees are not eligible for this fee waiver.

Waived for ADUs less than 750 square feet and ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years, if a homeowner/contractor agrees to use AVI for handling construction and demolition debris, rather than self-haulers, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code and the scope of work beyond the establishment of the ADU are not eligible for this fee waiver.

| | | | | |
|---|---|---|---|---|
| **Section 4.2: Fire Prevention Services Regulated Activities** | | | | |
| 307 | Equivalent Fees and Charges | Fees for services or costs not explicitly listed in any section in the Master Fee Schedule / Case by case basis, may include: staff costs; contractor / consultant costs; reimbursable expenses; general overhead. | As determined by City Manager or designee based on actual costs and rates plus general overhead | As determined by City Manager or designee based on actual costs and rates plus general overhead |
| 308 | Fire Code Operational Permits | Base (Min. 1 hr) | $163.51 | $166.00 |
| 309 | Each Addl. Hour | Each Additional Hour | $163.51 | $166.00 |
| **Section 4.3: Fire Works Displays & Sales** | | | | |
| | **Fire Works Displays** | | | |
| 350 | Display Aerial Base Fee | Per event | $790.00 | $806.00 |
| | **Fire Works Sales** | | | |
| 356 | Fireworks Stand Application | Processing and administration of fireworks stands | $165.00 | $168.00 |
| 357 | Fireworks Stand Inspection | Cost to inspect sales locations | $164.00 | $167.00 |
| **Section 4.4: Fire Prevention Services- Hourly Rates** | | | | |
| FR1 | Fire Plan Checker II | Hourly rate for special services not otherwise defined / per hour | $189.00 | $192.00 |
| FR2 | Fire Code Compliance Officer | Hourly rate for special services not otherwise defined / per hour | $164.00 | $167.00 |
| **Section 5.1: Housing Services Program Fees** | | | | |
| 501 | Below Market Ownership Units - Transaction Fee | Administration of the "For Sale" Inclusionary units / per unit per change in ownership – Including Initial | $3,944.00 | $4,026.00 |
| 502 | Secondary Below Market Rate Unit - Transaction Fee | Administration of the "Second Units" designated to meet Affordable Program requirements / per unit per change in ownership – including Initial | $1,574.00 | $1,606.00 |
| 504 | Annual Below Market Rate Rental Monitoring Fee - 20 units or less | Rental developments with Inclusionary units / per development with restricted rent | $2,533.00 | $2,585.00 |
| 505 | Annual Below Market Rate Rental Monitoring Fee - 21 to 100 units | Rental developments with Inclusionary units / per development with restricted rent | $3,461.00 | $3,533.00 |
| 506 | Annual Below Market Rate Rental Monitoring Fee - 101 + units | Rental developments with Inclusionary units / per development with restricted rent | $5,183.00 | $5,290.00 |
| 507 | Annual Below Market Rate Rental Monitoring - Follow Up Compliance Fee | First follow up (base fee); additional follow up audits T&M | First Follow up $265<br>Additional - T&M | First Follow up $270<br>Additional - T&M |
| 508 | Below Market Rate Unit - Refinance Administrative Fee | Administrative cost for document preparation and research when an inclusionary unit requires City approval / per request | $675.00 | $689.00 |
| 509 | Secondary Below Market Rate Unit - Refinance Administrative Fee | Administrative cost for document preparation and research when a secondary inclusionary unit requires City approval / per request | $888.00 | $906.00 |
| 510 | First time home loan program (below-maket-rate property) - administrative fee | Administrative charge for review and approval of first time home buyer loan / per loan approved | $1,631.00 | $1,631.00 |
| 511 | First time home loan program (market-rate-property) - administrative fee | Administrative charge for review and approval of first time home buyer loan / per loan approved | $4,377.00 | $4,468.00 |
| **Section 6.1: Planning Division** | | | | |

| # | Item / Service | Description / Unit | Fees through 6/30/25 | Fee Effective 7/1/25 |
|---|---|---|---|---|
| For all activities noted as Time and Materials (T&M), the cost shall be determined using composite City Staff rates and designated overhead factors. Overhead shall also be applicable to any work contracted by the City. An initial deposit shall be made by the applicant as determined by City Staff based on the scope and complexity of the project. Additional deposits shall be collected as necessary during processing. Any applicant funds remaining after completion of the project shall be refunded to the applicant. Planning applications with a combination of both a flat rate fee(s) and T&M, will only be subject to the T&M charges. | | | | |
| | **Use Permits (TUP/CUP)** | | | |
| 550 | Minor Use Permit (Including Major Amendments) | Per application | $1,331.00 | $1,358.00 |
| 551 | Minor Use Permit – Minor Amendment | Per application | $788.00 | $804.00 |
| 553 | Conditional Use Permit (CUP) / (Approval considered by Planning Commission) | Per application | $2,498.00 | $2,549.00 |
| 559 | Conditional Use Permit – Minor Amendment (Administrative Determination) | Per request | $788.00 | $804.00 |
| 560 | Conditional Use Permit – Time Extension (Administrative Determination) | Per request | $227.00 | $231.00 |
| 561 | Conditional Use Permit – Time Extension (Planning Commission Determination) | Per request | $1,259.00 | $1,285.00 |
| 562 | Temporary Use Permit - Minor | Per application | $213.00 | $217.00 |
| 563 | Temporary Use Permit – Major | Per application | T&M | T&M |
| 564 | Temporary Use Permit – Temporary 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 #562 (Temporary Use Permit - Minor). | T&M | T&M |
| | **Zoning Clearance-General** | | | |
| 570 | Accommodations for persons with disabilities Review | Per application | No Fee | No Fee |
| 571 | Banner / Balloon/Searchlight | Per sign / balloon | $168.00 | $171.00 |
| 572 | Indoor recreational Facilities/Day Care Center/Scarlett Court | Per application | $673.00 | $687.00 |
| 574 | Zoning Clearance-General | Per application | $126.00 | $128.00 |
| 575 | Zoning Clearance – Housing Projects Eligible for Streamlined Approval | Per application | T&M | T&M |
| 576 | Zoning Clearance – SB 9 Unit Developments | Per application | T&M | T&M |
| | **Variance** | | | |
| 580 | Non-Residential Variance | Per application | T&M | T&M |
| 581 | Residential Variance | Per application | T&M | T&M |
| | **Site Development Review (SDR)** | | | |
| 590 | Site Development Review - General | Per application | T&M | T&M |
| 591 | Site Development Review – Residential Additions > 500 sq. ft. | Per application | T&M | T&M |
| 592 | Site Development Review – Single Sign (Master Sign Program is handled as a Site Development Review-General) | Per Sign | $505.00 | $515.00 |
| 593 | Site Development Review Waiver | Per request | $657.00 | $670.00 |
| 594 | Site Development Review Waiver for Projects' with Development Deposit Account | Time & Material | T&M | T&M |
| 595 | Site Development Review – Time Extension (Administrative Determination) | Per request | $277.00 | $282.00 |
| 596 | Site Development Review – Time Extension (Planning Commission Determination) | Per request | $1,388.00 | $1,416.00 |
| 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 | T&M |
| | **PLANNED DEVELOPMENT (PD) PROCESSING** | | | |
| 600 | Planned Development Application (Stage 1 / Stage 2) | Per application | T&M | T&M |
| 601 | Planned Development Minor Amendment –(Administrative Determination) | Per application | $644.00 | $657.00 |
| 602 | Planned Development Minor Amendment for Project's with Development Deposit Account | Time & Material | T&M | T&M |
| 603 | Planned Development Minor Amendment – (Planning Commission Determination) | Per application | T&M | T&M |
| 604 | Planned Development Major Amendment – (City Council Determination) | Per application | T&M | T&M |
| **Section 6.2: Other Planning Fees** | | | | |
| | **Other Charges** | | | |
| 610 | Appeal of Action by Applicant | Per appeal | T&M | T&M |
| 611 | Appeal of Action by member of public (non-applicant) | Per appeal | $246.00 | $251.00 |
| 612 | Estoppel Certificate – Development Agreement | Per certificate prepared when requested by entity not a party to the Development Agreement | $287.00 | $292.00 |
| 613 | Heritage Tree Removal Permit | Per Application | $308.00 | $314.00 |
| 614 | Preparation of Mailing Address Labels (Noticing Requirements) | Per set of labels | $79.00 | $80.00 |

| # | Item / Service | Description / Unit | Fees through 6/30/25 | Fee Effective 7/1/25 |
|---|---|---|---|---|
| 615 | Equivalent Fees and Charges | Fees for services or costs not explicitly listed in any section in the Master Fee Schedule / case by case basis, may include: staff costs; contractor / consultant costs; reimbursable expenses; general overhead | As determined by City Manager or designee based on actual costs and rates plus general overhead | As determined by City Manager or designee based on actual costs and rates plus general overhead |
| 616 | General Plan Amendment | Time & Material | T&M | T&M |
| 617 | Specific Plan Amendment | Time & Material | T&M | T&M |
| 618 | Tentative Map | Time & Material | T&M | T&M |
| 619 | Development Agreement | Time & Material | T&M | T&M |
| 620 | Lot line adjustment | Time & Material | T&M | T&M |
| 621 | Building division permit referral ** | Per application | $168.00 | $171.00 |

In order to incentivize accessory dwelling units (ADUs): 1) an ADU less than 750 square feet; and 2) ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years are not subject to these City permit fees, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code, the scope of work beyond the establishment of the ADU, and/or enforcement fees are not eligible for this fee waiver.

Waived for ADUs less than 750 square feet and ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years, if a homeowner/contractor agrees to use AVI for handling construction and demolition debris, rather than self-haulers, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code and the scope of work beyond the establishment of the ADU are not eligible for this fee waiver.

| **Section 6.3: Planning Composite Hourly Rates & Overhead** | | | | |
|---|---|---|---|---|
| PL1 | Composite City Planning Staff Hourly Rate (Includes Overhead) | Per Hour for T&M activities | $337.00 | $344.00 |
| PL3 | Overhead Rate - Applied to actual costs incurred for consultant services and expenses billed under T&M | Percentage applied to City costs | 45.0%* | 45.0%* |

**Section 7.1: Building and Safety Division – Building Permits (Total Valuation)**

Building Permits which are not established as fixed fee shall be determined using the total valuation. In this case the fee due is based on: Occupancy and Construction Type; estimated cost of services and the Building, Residential, Mechanical, Plumbing, Electrical, Cal Green and Energy codes as adopted by the City Council including any amendments.

Calculation of the Building Permit fee to be collected shall be in accordance with the Table below. The determination of the valuation and annual adjustments to the valuation shall be made by the Building Official as authorized in Dublin Municipal Code section 7.28.430(E).

Fees 708, 710, 712, 714, 722 are calculated using cost per $1000 of the preceding Fee.

| | **Building Permits Based on Valuation Formula / $ Valuation** | | | |
|---|---|---|---|---|
| 700 | $0-$500 | Per calculated valuation | $50.00 | $51.00 |
| 701 | $501-$1,000 | Per calculated valuation | $177.00 | $180.00 |
| 702 | $1,001-$2,000 | Per calculated valuation | $232.00 | $236.00 |
| 703 | $2,001-$3,000 | Per calculated valuation | $281.00 | $286.00 |
| 704 | $3,001-$4,000 | Per calculated valuation | $320.00 | $326.00 |
| 705 | $4,001-$5,000 | Per calculated valuation | $382.00 | $389.00 |
| 706 | $5,001-$10,000 (first $5000) | Per calculated valuation | $382.00 | $389.00 |
| 707 | $5,001-$10,000 (each additional $1000 or fraction thereof) | Per calculated valuation | $82.00 | $83.00 |
| 708 | $10,001-$50,000 (first $10,000) | Per calculated valuation | $794.00 | $810.00 |
| 709 | $10,001-$50,000(each additional $1000 or fraction thereof) | Per calculated valuation | $41.00 | $41.00 |
| 710 | $50,001-$100,000 (first $50,000) | Per calculated valuation | $2,454.00 | $2,505.00 |
| 711 | $50,001-$100,001 (each additional $1000 or fraction thereof) | Per calculated valuation | $47.00 | $47.00 |
| 712 | $100,001-$500,000 (first $100,000) | Per calculated valuation | $4,839.00 | $4,939.00 |
| 713 | $100,001-$500,000 (each additional $1000 or fraction thereof) | Per calculated valuation | $28.00 | $28.00 |
| 714 | $500,001 and up (first $500,000) | Per calculated valuation | $16,333.00 | $16,672.00 |
| 715 | $500,001 and up (each additional $1000 or fraction thereof) | Per calculated valuation | $16.00 | $16.00 |
| 716 | $1,000,001-$5,000,000 (first $1,000,000) | Per calculated valuation | $24,424.00 | $24,932.00 |
| 717 | $1,000,001-$5,000,000 (each additional $1000 or fraction thereof) | Per calculated valuation | $14.00 | $14.00 |
| 718 | $5,000,001-$10,000,000 (First $5,000,000) | Per calculated valuation | $82,325.00 | $84,038.00 |
| 719 | $5,000,001-$10,000,000 (each additional $1000 or fraction thereof) | Per calculated valuation | $10.00 | $10.00 |
| 720 | $10,000,000+ (base) | Per calculated valuation | $135,780.00 | $138,605.00 |
| 721 | $10,000,000+ (each additional $1000 or fraction thereof) | Per calculated valuation | $10.00 | $10.00 |
| 722 | Demolition permits and removal of underground tanks | Calculate using valuation factors above | 50% of the fee calculation based on valuation | 50% of the fee calculation based on valuation |

In order to incentivize accessory dwelling units (ADUs): 1) an ADU less than 750 square feet; and 2) ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years are not subject to these City permit fees, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code, the scope of work beyond the establishment of the ADU, and/or enforcement fees are not eligible for this fee waiver.

Waived for ADUs less than 750 square feet and ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years, if a homeowner/contractor agrees to use AVI for handling construction and demolition debris, rather than self-haulers, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code and the scope of work beyond the establishment of the ADU are not eligible for this fee waiver.

| **Section 7.2: Building and Safety Division – Master Plan Check / Green Building** | | | | |
|---|---|---|---|---|
| | **Building Permits Based on Valuation Formula /$ Valuation** | | | |

| # | Item / Service | Description / Unit | Fees through 6/30/25 | Fee Effective 7/1/25 |
|---|---|---|---|---|
| | **Single Family detached tract housing (when using a Master Plan Check)** | | | |
| 720 | $100,001-$500,000 (first $100,000) | Per calculated valuation | $4,162.00 | $4,248.00 |
| 721 | $100,001-$500,001 (each additional $1000 or fraction thereof) | Per calculated valuation | $12.00 | $12.00 |
| 722 | $500,001 and up (first $500,000) | Per calculated valuation | $9,036.00 | $9,224.00 |
| 723 | $500,001 and up (each additional $1000 or fraction thereof) | Per calculated valuation | $6.00 | $6.00 |
| | **Building Permit State Surcharges** | | | |
| 725 | California Building Standards Commission Green Building Valuation Surcharge | *(Info Only)* State fee required to be collected based on permit valuation | $1.00** for ea. $25,000 or fraction thereof | $1.00** for ea. $25,000 or fraction thereof |
| 726 | Residential - California Strong Motion Instrumentation Program (SMIP) Surcharge | *(Info Only)* State fee required to be collected based on permit valuation | $0.13** per $1,000 | $0.13** per $1,000 |
| 727 | Non-Residential - California Strong Motion Instrumentation Program (SMIP) Surcharge | *(Info Only)* State fee required to be collected based on permit valuation | $0.28** per $1,000 | $0.28** per $1,000 |

## Section 7.3: Building and Safety Division – Residential Flat Fees

The provisions for residential flat fees may be applied when the specific work involved is for a single dwelling unit and /or appurtenant accessory structures where there is no other work except the item listed herein. "Service Explanations" follow the Table.

| | **Residential Building Permits - Flat Fees** | | | |
|---|---|---|---|---|
| 730 | Bathroom Remodel or Repair | Per bathroom | $571.00 | $582.00 |
| 731 | Electrical Appliances | Per Appliance - Installation of electrical appliances per "Service Explanation" #1 | $207.00 | $211.00 |
| 732 | Electrical Circuits (first) | First or single circuit per "Service Explanation" #2 | $230.00 | $234.00 |
| 733 | Electrical Circuits (each additional) | Fee for each additional circuit per "Service Explanation" #2 | $23.00 | $23.00 |
| 734 | Electrical Panels (first) | First or single panel per "Service Explanation" #3 | $209.00 | $213.00 |
| 735 | Electrical Panels (each additional) | Fee for each additional panel per "Service Explanation" #3 | $65.00 | $66.00 |
| 736 | Fireplace Insert | Per single installation / per "Service Explanation" #4 and #5 | $239.00 | $243.00 |
| 737 | Garbage Disposal | Per single installation / per "Service Explanation" #1 | $118.00 | $120.00 |
| 738 | Gas Piping System | Per single installation / per "Service Explanation" #6 | $304.00 | $310.00 |
| 739 | Hot Tub / Spa Portable | Per single installation "Service Explanation" #7 | $304.00 | $310.00 |
| 740 | HVAC System | Per system / "Service Explanation" #8 | $250.00 | $255.00 |
| 741 | Kitchen Remodel or Repair (w/o structural modifications) | Per permit, limited to one kitchen | $837.00 | $854.00 |
| 742 | Lawn Sprinkler System | Per system for any lawn sprinkler or irrigation system | $134.00 | $136.00 |
| 743 | Motors | Per "Service Explanation" #9 | $321.00 | $327.00 |
| 744 | Plumbing Fixture | Per "Service Explanation" #1 and #2 | $207.00 | $211.00 |
| 745 | Roofing Replacement (Residential) | For re-roofing a single family dwelling | $311.00 | $317.00 |
| 746 | Shower / tub replacement only | Per unit | $209.00 | $213.00 |
| 747 | Solar System - Residential Rooftop Photovoltaic (Up to 15Kw) as defined by Government Code 66015 | Per permit | $450.00** | $450.00** |
| 748 | Solar System - Residential Rooftop Photovoltaic (for each Kw above 15 or fraction thereof) as defined by Government Code 66015 | Each Kw above 15 of fraction thereof | $15.00** | $15.00** |
| 750 | Solar Pool Heating System | Per system (when not included with original pool permit) | $363.00 | $370.00 |
| 751 | Solar Water Heaters | Per application | $300.00 | $306.00 |
| 752 | Ventilation Fan | Per "Service Explanation" #10 | $160.00 | $163.00 |
| 753 | Water Heater | Per "Service Explanation" #8 | $150.00 | $153.00 |
| 754 | Water Piping System | Per single installation / per "Service Explanation" #6 | $258.00 | $263.00 |
| 755 | Window Replacements (first 5 windows) | Per application containing 1-5 windows | $349.00 | $356.00 |
| 756 | Window Replacements (each additional window) | Additional per window charge added to base 1-5 window charge on same application | $13.00 | $13.00 |
| 757 | Energy Storage System | | $301.00 | $307.00 |
| 758 | EV Charger | | $301.00 | $307.00 |

**SERVICE EXPLANATIONS FOR RESIDENTIAL FLAT FEES**

1 For installation, relocation, or replacement of any electrical appliance which requires plumbing installation such as garbage disposal, dishwasher, etc., (includes all necessary circuits, outlets, switches, receptacles, fixtures, water piping, and waste and vent piping).

2 For installation, alteration or replacement of an electrical circuit (includes all necessary outlets, switches, receptacles, and lighting fixtures).

3 For installation, relocation or replacement of temporary power poles, power pedestals, subpanels or service upgrades (includes all necessary circuits, outlets, switches, receptacles, fixtures).

4 For the installation, relocation or replacement of each vent or factory-built chimney.

5 For the installation of a solid burning fuel appliance (includes all necessary electrical circuits, outlets, fixtures, switches, receptacles factory-built chimney).

6 For each installation or alteration of each water piping system, gas piping system, or refrigerant piping system or portion thereof where fixtures or appliances are not installed.

7 For the installation, relocation or replacement of any spa / hot tub; includes all necessary outlets, receptacles, gas piping (only for spas supported on a slab. See Valuation Table for spas located on decking).

8 For the installation, relocation or replacement of each heating, cooling or refrigeration appliance (includes all necessary electrical circuits, outlets, fixtures, switches, receptacles, gas piping vents, water piping and duct work). OR (a) For the installation, relocation or replacement of each gas fired water heater (includes all necessary water and gas piping and vents). OR (b) For the installation relocation or replacement of each electrical water heater (includes all necessary water piping, electrical circuits, outlets, fixtures, receptacles, and switches).

9 For installation, relocation or replacement of any motor (not an integral part of an integral part of an electrical appliance, fan, heating appliance, cooling appliance), generator, heater, electrical furnace, welding machine, transformer, and rectified (includes all necessary circuits, outlets, fixtures, switches, controls).

10 For installation, relocation or replacement of ventilation fans connected to a single duct or outlets, switches, receptacles, fixtures and duct work).

## Section 7.4: Building and Safety Division – Non-Residential Flat Fees

| | **Non-Residential Building Permits - Flat Fees** | | | |
|---|---|---|---|---|
| 763 | Solar Panel - Non-Residential Rooftop Photovoltaic (up to 50 Kw) | Per Permit | $1,000.00** | $1,000.00** |

| # | Item / Service | Description / Unit | Fees through 6/30/25 | Fee Effective 7/1/25 |
|---|---|---|---|---|
| 764 | Solar Panel - Non-Residential Rooftop Photovoltaic (51 Kw-250 Kw) | Per kilowatt between 51-250 | $7.00** | $7.00** |
| 765 | Solar Panel - Non-Residential Rooftop Photovoltaic (above 251 Kw) | Per kilowatt above 251 | $5.00** | $5.00** |
| 766 | Replacement in - kind Heating and or Air conditioning units - First Unit | Per unit - “Service Explanation” #8 | $872.00 | $890.00 |
| 767 | Replacement in - kind Heating and or Air conditioning units | Each unit after first | $172.00 | $175.00 |
| 768 | Water heaters - standard | Per water heater - "Service Explanation" #8 | $279.00 | $284.00 |
| 769 | Reroof Base (Initial square) | Per initial square (10ft X 10ft) area | $207.00 | $211.00 |
| 770 | Reroof – Additional beyond base | Each additional square (10ft x 10ft) area or fraction thereof | $16.00 | $16.00 |
| 771 | EV Charging Station (First Unit) | Per unit | $2,148.00 | $2,192.00 |
| 772 | EV Charging Station (Each Station after the first) | Per unit | $172.00 | $175.00 |
| **Section 7.5: Building and Safety Division – Construction Debris & Demolition** | | | | |
| 777 | Bonded | Per application | $515.00 | $525.00 |
| 778 | Non-bond | Per application | $267.00 | $272.00 |

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Waived for ADUs less than 750 square feet and ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years, if a homeowner/contractor agrees to use AVI for handling construction and demolition debris, rather than self-haulers, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code and the scope of work beyond the establishment of the ADU are not eligible for this fee waiver.

| | | | | |
|---|---|---|---|---|
| **Section 7.6: Building & Safety- Composite Hourly Rates & Overhead** | | | | |
| BS1 | Composite City Building & Safety Staff Hourly Rate (Includes Overhead) | Per hour for T&M activities | $290.00 | $296.00 |
| BS2 | Overhead Rate – Applied to actual costs incurred for consultant services and expenses billed under T&M | Percentage applied to City costs | 45.0%* | 45.0%* |

**Section 7.7: Building and Safety Division – Other Fees**

For all activities noted as Time and Materials (T&M), the cost shall be determined using composite City Staff rates and designated overhead factors. Overhead shall also be applicable to any work contracted by the City. An initial deposit shall be made by the applicant as determined by City Staff based on the scope and complexity of the project. Additional deposits shall be collected as necessary during processing. Any applicant funds remaining after completion of the project shall be refunded to the applicant.

| | | | | |
|---|---|---|---|---|
| 780 | Additional plan checking, alternate means and methods applications, or plan revisions | Time and Materials | T&M | T&M |
| 781 | Certified Accessibility Specialist (CASp)- Meeting | Initial meeting and review; all other work is T&M | $1,427.00 | $1,456.00 |
| 782 | Code compliance survey | Initial 100 sq. ft. | $843.00 | $860.00 |
| 783 | Code compliance survey | Each additional 100 sq. ft. or fraction thereof | $32.00 | $32.00 |
| 784 | In-plant inspections | If inspection is required at a fabrication facility outside jurisdiction | T&M | T&M |
| 785 | Moved building inspection fee | Per building | T&M | T&M |
| 786 | Plan storage fee | Applies to plans required to be prepared by a professional engineer or architect | $21.00 | $21.00 |
| 787 | Re-inspection fee. | Per each re-inspection; on Multi-Family, fee is calculated per unit | $237.00 | $241.00 |
| 788 | Review geologic reports required by the Alquist-Priolo Special Studies Zones Act | Per application request | T&M | T&M |
| 789 | Service requested outside of regular working hours / business days (4 hour min) | Per hour with a four hour minimum | $334.00 | $340.00 |
| 790 | Special Investigations (Code compliance survey, lockout inspection or other special investigation.) | Per investigation; cost of investigation shall be in addition to the fees for any new installation made as part of the correction | T&M | T&M |
| 791 | Address Requests (single address) | Per Request | $152.00 | $155.00 |
| 792 | Address Requests (subdivision/multiple) | Time & Material | T&M | T&M |
| 793 | Issue permit refund | Per refund | $89.00 | $90.00 |
| 794 | Temporary Certificate of Occupancy | Per Application | $254.00 | $259.00 |
| 795 | Equivalent Fees and Charges | Fees for services or costs not explicitly listed in any section in the Master Fee Schedule / case by case basis, may include: staff costs; contractor / consultant costs; reimbursable expenses; general overhead | As determined by City Manager or designee based on actual costs and rates plus general overhead | As determined by City Manager or designee based on actual costs and rates plus general overhead |
| 796 | Parking Lot Pavement Repair & Restriping Permit Processing | Per hour with a two hour minimum | T&M | T&M |
| 797 | Low Carbon Concrete Surcharge (only charged on specific projects) | Percentage of building permit fee | 1.63% | 1.63% |
| 798 | Low Carbon Concrete Admimistrative Penalty | Per hour (2 Hour Min) | $357.00 | $364.00 |
| 799 | Expediting fee - when approved by the Building Official | Percentage of plan check fees | 150% | 150% |

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Waived for ADUs less than 750 square feet and ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years, if a homeowner/contractor agrees to use AVI for handling construction and demolition debris, rather than self-haulers, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code and the scope of work beyond the establishment of the ADU are not eligible for this fee waiver.

| # | Item / Service | Description / Unit | Fees through 6/30/25 | Fee Effective 7/1/25 |
|---|---|---|---|---|
| **Section 8.1: Engineering / Public Works – Other Fees** | | | | |
| For all activities noted as Time and Materials (T&M), the cost shall be determined using composite City Staff rates and designated overhead factors. Overhead shall also be applicable to any work contracted by the City. An initial deposit shall be made by the applicant as determined by City Staff based on the scope and complexity of the project. Additional deposits shall be collected as necessary during processing. Any applicant funds remaining after completion of the project shall be refunded to the applicant. | | | | |
| 800 | Copies - 24" x 36" | Per Sheet | $7.00* | $7.00* |
| 801 | Copies of Map - plotted GIS map | | Not to exceed actual cost – As determined by City Manager or designee | Not to exceed actual cost – As determined by City Manager or designee |
| 802 | Research Fee | Per 1/2 Hour | $178.00 | $181.00 |
| 803 | Subdivision and Development Improvement Plan Review/Revision & Plan Check after 4th revision | Time & Materials | T&M | T&M |
| 804 | Subdivision and Development Improvement Plan/Map Check | Charge Time & Materials-> 3% of estimated cost of improvements ($2,500 minimum deposit; maximum $25,000) | T&M | T&M |
| 805 | Subdivision Inspections | Charge Time & Materials-> 3% of estimated cost of improvements ($2,500 minimum initial deposit; maximum $25,000) | T&M | T&M |
| 806 | Special Study Review (i.e., Traffic Study) | New Fee: $5,000 Initial Deposit (Time & Materials) | T&M | T&M |
| 807 | Permit processing fee | Includes cost of processing grading or encroachment permit or misc. permit | $201.00 | $205.00 |
| 808 | Trenching / Road Cuts – Base transverse and longitudinal trenches, road cuts, 1 - 100 sq. ft. | Base Permit cost up to 100 sq. ft. | $992.00 | $1,012.00 |
| 809 | Trenching / Road Cuts – Over 100 SF transverse and longitudinal trenches, road cuts, >100 sq. ft. | Additional permit cost per additional square foot in excess of 100 sq. ft. | $2.00 | $2.00 |
| 810 | Construction concrete sidewalk, curb, and gutter 1- 50 sq. ft | Base Permit cost up to 50 sq. ft. | $827.00 | $844.00 |
| 811 | Construction concrete sidewalk, curb, and gutter greater than 50 sq. ft | Additional permit cost per additional linear foot in excess of 50 sq. ft. | $2.00 | $2.00 |
| 812 | Constructing concrete driveways: residential | Per Driveway- Residential | $992.00 | $1,012.00 |
| 813 | Constructing concrete driveways: commercial | Per Driveway - Commercial | $1,654.00 | $1,688.00 |
| 814 | Constructing drain inlets, manholes, and connections to same | Connection of inlet | $1,323.00 | $1,350.00 |
| 815 | Encroachment Permit Resurfacing Surcharge – 100 sq. ft. or less | Per each permit where roadway asphalt is cut impacting 100 sq. ft. or less of roadway | $165.00 | $168.00 |
| 816 | Encroachment Permit Resurfacing Surcharge – per sq. ft. after 100 sq. ft. | In addition to base charge for up to 100 sq. ft. – an additional per sq. ft. | $3.00 per square foot | $3.00 per square foot |
| 817 | Transportation / Oversized Vehicle Permits: Annual | *(Info Only State Limits Max. Fee Per Calif. Vehicle Code 35795 (b)(1));* per annual permit application | $90.00** | $90.00** |
| 818 | Transportation / Oversized Vehicle Permits: Single trip | *(Info Only State Limits Max. Fee Per Calif. Vehicle Code 35795 (b)(1));* per single trip application | $16.00** | $16.00** |
| 819 | Block party / street closure | Per application | $201.00 | $205.00 |
| 820 | Filming/Photography Within Public Right of Way - Professional Fee | Per Application | $875.00 | $893.00 |
| 821 | Filming / Photography Within Public Right of Way - Basic fee | Per application | $201.00 | $205.00 |
| 822 | Building division permit referral – residential | Per application | $888.00 | $906.00 |
| 823 | Building division permit referral - non residential | Per Application | $1,244.00 | $1,269.00 |
| 824 | Personal Wireless Service Facility Permit | $5,000 Initial Deposit (Time & Materials) | T&M | T&M |
| 825 | Watercourse Protection Permit | $15,000 Initial Deposit (Time & Materials) | T&M | T&M |
| 827 | Newsrack Permit | Per application / single space in City-owned newsrack | $449.00 | $458.00 |
| 828 | Inspection: Public improvements construction; grading; encroachment permits | Per hour | T&M | T&M |
| 829 | Equivalent Fees and Charges | Fees for services or costs not explicitly listed in any section in the Master Fee Schedule / case by case basis, may include: staff costs; contractor / consultant costs; reimbursable expenses; general overhead | As determined by City Manager or designee based on actual costs and rates plus general overhead | As determined by City Manager or designee based on actual costs and rates plus general overhead |
| 830 | Amended map or certificate of correction | Fixed Fee | $888.00 | $906.00 |
| 831 | Street Vacations/Abandonment, Right of Way Dedication Review | $2,000 Initial Deposit (Time & Materials) | T&M | T&M |
| 832 | Certificates of compliance, mergers, parcel map waivers | $3,000 initial deposit (Time & Materials) | T&M | T&M |
| 833 | Investigation fee/work without a permit (encroachment) | Hourly Rate - 1 hr. minimum. Over 1 hour (Time & Materials) | Base $331<br>Over 1 Hour T&M | Base $337<br>Over 1 Hour T&M |
| 834 | Traffic control plan review (encroachment) | Fixed Fee | $355.00 | $362.00 |
| 835 | Processing extension of subdivision improvement agreement or development agreement (subdivision) | Time & Materials | T&M | T&M |
| 836 | Warranty inspection and project closeout (subdivision) | Fixed Fee | $2,095.00 | $2,138.00 |
| 837 | Condition of approval compliance review or single parcel review (no improvement plans) | Hourly Rate - 1 hr. minimum. Over 1 hour (Time & Materials) | Base: $355.00<br>Over 1 Hour T&M | Base: $362.00<br>Over 1 Hour T&M |
| 838 | Grading Plan Review/Site Work Permit Review | $5,000 initial deposit (Time & Materials)/$2,500 initial deposit (Time & Materials) | T&M | T&M |
| 839 | Grading Inspection | $15,000 initial deposit (Time & Materials) | T&M | T&M |
| 840 | Erosion Control Review and Inspection | $1,000 initial deposit (Time & Materials) | T&M | T&M |
| 841 | Nuisance Abatement - Tree trimming, Sidewalk Repair | See muni code | See Muni Code | See Muni Code |

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Waived for ADUs less than 750 square feet and ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years, if a homeowner/contractor agrees to use AVI for handling construction and demolition debris, rather than self-haulers, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code and the scope of work beyond the establishment of the ADU are not eligible for this fee waiver.

| # | Item / Service | Description / Unit | Fees through 6/30/25 | Fee Effective 7/1/25 |
|---|---|---|---|---|
| **Section 8.2: Engineering- Cash Bond Required For Encroachment Permit (If No Surety Bond)** | | | | |
| 850 | Transverse and longitudinal trenches, road cuts, and other street excavation work – 50 square feet of less | Minimum Bond Amount Per Application - See Section 8.2(A): Conditions | 1,000.00* | 1,000.00* |
| 851 | Transverse and longitudinal trenches, road cuts, and other street excavation work – in excess of 50 square feet | Minimum Bond Amount Per Application - See Section 8.2(A): Conditions | $1,000.00 + $20.00/ sq. ft. in excess of 50 sq. ft.* | $1,000.00 + $20.00/ sq. ft. in excess of 50 sq. ft.* |
| 852 | Concrete Sidewalk 50 square feet or less | Minimum Bond Amount Per Application - See Section 8.2(A): Conditions | $1,000.00* | $1,000.00* |
| 853 | Concrete Sidewalk more than 50 square feet | Minimum Bond Amount Per Application - See Section 8.2(A): Conditions | $1,000.00 + $20.00/ sq. ft. in excess of 50 sq. ft.* | $1,000.00 + $20.00/ sq. ft. in excess of 50 sq. ft.* |
| 854 | Concrete Curb and / or gutter of 30 linear feet or less | Minimum Bond Amount Per Application - See Section 8.2(A): Conditions | $2,250.00* | $2,250.00* |
| 855 | Concrete Curb and / or gutter more than 30 linear feet | Minimum Bond Amount Per Application - See Section 8.2(A): Conditions | $2,2500.00 + $75.00/ linear ft. in excess of 30 linear ft.* | $2,2500.00 + $75.00/ linear ft. in excess of 30 linear ft.* |
| 856 | Residential Concrete Driveway | Minimum Bond Amount Per Application - See Section 8.2(A): Conditions | $3,000.00* | $3,000.00* |
| 857 | Commercial Concrete Driveway | Minimum Bond Amount Per Application - See Section 8.2(A): Conditions | $4,500.00* | $4,500.00* |
| 858 | Drop inlets, manholes and connections to same | Minimum Bond Amount Per Application - See Section 8.2(A): Conditions | $10,000.00* | $10,000.00* |
| 859 | Temporary street or lane closures | Minimum Bond Amount Per Application - See Section 8.2(A): Conditions | No Deposit / Bond Required | No Deposit / Bond Required |
| 860 | Miscellaneous encroachment work | Minimum Bond Amount Per Application - See Section 8.2(A): Conditions | Amount to be determined by the Public Works Director in accordance with the nature and scope of work | Amount to be determined by the Public Works Director in accordance with the nature and scope of work |

**Section 8.2(A): Conditions: -Cash Bond Required For Encroachment Permit**

- **Conditions For Release:** Bonds shall be released six months after the work has been accepted by the City, provided there are no defects in the work.
- **Annual Bonds:** A minimum annual cash deposit of $5,000.00 may be posted in lieu of a cash or a surety bond for each permit. The City may require additional bonds or cash deposits when the nature of the work is such that the amounts hereinbefore provided are insufficient to cover expenses that may be incurred in restoring the right-of-way to its former condition.

| | | | | |
|---|---|---|---|---|
| **Section 8.3: Engineering- Composite Hourly Rates & Overhead** | | | | |
| EN1 | Composite City Engineering Staff (Excludes Inspectors) Hourly Rate (Includes Overhead) | Per hour for T&M activities | $355.00 | $362.00 |
| EN2 | Composite City Public Works / Engineering Inspectors Rate (Includes Overhead) | Per hour for T&M activities | $331.00 | $337.00 |
| EN5 | Overhead Rate - Applied to actual costs incurred for consultant services and expenses billed under T&M | Percentage applied to City costs | 46%* | 46%* |
| **Section 8.4: Environmental Programs- Fees** | | | | |
| 870 | Building division permit referral | Flat Fee | $980.00 | $1,000.00 |
| 871 | Stormwater Treatment Measure Inspection | Per Hour | $220.00 | $224.00 |
| 872 | Storm Drain Medallion | Each Medallion | $12.00 | $12.00 |
| 873 | Stormwater Facility Inspections: Restaurant/Commercial | Flat Fee | $545.00 | $556.00 |
| 874 | Trash Capture/Enclosure Inspection | Flat Fee | $220.00 | $224.00 |
| 875 | Review of Annual Maintenance Reports of privately maintained post-construction | Flat Fee | $320.00 | $326.00 |
| 876 | Initial Annual Self Haul Permit | Annual Permit | $760.00 | $775.00 |
| 877 | Annual Self Haul Permit Renewal | Annual Permit | $440.00 | $449.00 |
| 878 | Equivalent Fees and Charges | Fees for services or costs not explicitly listed in any section in the Master Fee Schedule / case by case basis, may include: staff costs; contractor / consultant costs; reimbursable expenses; general overhead | As determined by City Manager or designee based on actual costs and rates plus general overhead | As determined by City Manager or designee based on actual costs and rates plus general overhead |
| 879 | SB1383 - Edible Food Generator Inspection Fee | Each | $220.00 | $224.00 |
| **Section 8.5: Environmental Programs- Composite Hourly Rates** | | | | |
| ENV1 | Composite Environmental Programs Hourly Rate | Per Hour | $220.00 | $224.00 |
| **Section 9.1: City Attorney – Development Application Processing** | | | | |

For all development related activities noted as Time and Materials (T&M), the cost of the City Attorney shall be determined by applying the designated overhead factor to the Cost for City Attorney services incurred by the City. An initial deposit shall be made by the applicant as determined by City Staff based on the scope and complexity of the project. Additional deposits shall be collected as necessary during processing. Any applicant funds remaining after completion of the project shall be refunded to the applicant.

| | | | | |
|---|---|---|---|---|
| CA1 | Overhead Rate – Applied to City Attorney Costs associated with Planning and Engineering Applications | Percentage applied to City costs | 24.48%* | 24.48%* |
| CA2 | Equivalent Fees and Charges | Fees for services or costs not explicitly listed in any section in the Master Fee Schedule / case by case basis, may include: staff costs; contractor / consultant costs; reimbursable expenses; general overhead | As determined by City Manager or designee based on actual costs and rates plus general overhead | As determined by City Manager or designee based on actual costs and rates plus general overhead |
| **Section 10.1: Parks & Community Services Program Fees - Activity Fees** | | | | |

| # | Item / Service | Description / Unit | Fees through 6/30/25 | Fee Effective 7/1/25 |
|---|---|---|---|---|
| Unless otherwise noted, all Parks & Community Services Fees listed are for Dublin Residents or Dublin-based Businesses. The fees for Non-Residents or Non-Dublin Businesses shall be 20% higher. | | | | |
| All Parks & Recreation Program Fees are subject to 20% increase based on the Parks & Community Services Pricing Policy. | | | | |
| (1) Noted activities were added during the year at the Parks & Community Services Director's discretion, per Policy; or were fees approved by the City Council | | | | |
| | **Family Programs** | | | |
| FP1 | After School Recreation ~~Resident~~ | Individual Fee/Per Session | $794 | $794 |
| FP2 | After School Recreation Non-Resident | Individual Fee/Per Session | $952 | **Remove** |
| FP3 | After School Recreation Late Fee | Individual Fee/Flat fee plus per minute | $10/Plus $1 per minute | $10/Plus $1 Per Minute |
| FP4 | Seasonal Half Day Camps ~~Resident~~ | Individual Fee/~~Weekly~~ Per Day (3 hours) | $105 | $33 |
| FP5 | Seasonal Half Day Camps Non-Resident | Individual Fee/Weekly | $126 | **Remove** |
| FP6 | Seasonal Full Day Camps ~~Resident~~ | Individual Fee/~~Weekly~~ Per Day (10 hours) | $338 | $68 |
| FP7 | Seasonal Full Day Camps Non-Resident | Individual Fee/Weekly | $405 | **Remove** |
| FP8 | Seasonal Full Day Camp with Waterpark Admission ~~Resident~~ | Individual Fee/Weekly Per Day (10 hours) | $408 | $82 |
| FP9 | Seasonal Full Day Camp with Waterpark Admission Non-Resident | Individual Fee/Weekly | $490 | **Remove** |
| FP12 | Dublin L.E.A.D. Program ~~Resident~~ | Individual Fee/Summer Session | $119 | $119 |
| FP13 | Dublin L.E.A.D. Program Non-Resident | Individual Fee/Summer Session | $143 | **Remove** |
| FP14 | After School L.E.A.D. ~~Resident~~ | Individual Fee/Per Session (13 weeks) | $592 | $592 |
| FP15 | After School L.E.A.D. Non-Resident | Individual Fee/Per Session | $710 | **Remove** |
| | **Preschool Programs** | | | |
| PP1 | Preschool - 3-Year Olds ~~2 days per week Resident~~ | Individual Fee/~~Per Session~~ Per Day (3 Hours) | $631 | $33 |
| PP2 | Preschool - 3-Year Olds 2-days per week Non-Resident | Individual Fee/Per Session | $743 | **Remove** |
| PP3 | Preschool - 4-Year Olds ~~2 days per week Resident~~ | Individual Fee/~~Per Session~~ Per Day (3 Hours) | $665 | $33 |
| PP4 | Preschool - 4-Year Olds 2-days per week Non-Resident | Individual Fee/Per Session | $784 | **Remove** |
| PP5 | Preschool - 3-Year Olds 3-days per week Resident | Individual Fee/Per Session | $908 | **Remove** |
| PP6 | Preschool - 3-Year Olds 3-days per week Non-Resident | Individual Fee/Per Session | $1,075 | **Remove** |
| PP7 | Preschool - 4-Year Olds 3-days per week Resident | Individual Fee/Per Session | $950 | **Remove** |
| PP8 | Preschool - 4-Year Olds 3-days per week Non-Resident | Individual Fee/Per Session | $1,127 | **Remove** |
| PP9 | Preschool - 4-Year Old Classes 4-days per week Resident | Individual Fee/Per Session | $1,404 | **Remove** |
| PP10 | Preschool - 4-Year Old Classes 4-days per week Non-Resident | Individual Fee/Per Session | $1,671 | **Remove** |
| PP11 | Little Clovers TK 4-Days Per Week Resident | Individual Fee/Per Session (4 Weeks) | $400 | **Remove** |
| PP12 | Little Clovers TK 4-Days Per Week Non-Resident | Individual Fee/Per Session (4 Weeks) | $480 | **Remove** |
| PP13 | ~~Little Clovers TK 5-Days Per Week Resident~~ Transistional Kindergarten (TK) - 4-5 Year Olds | Individual Fee/~~Per Session (4 Weeks)~~ Per Day (3 hours) | $500 | $33 |
| PP14 | Little Clovers TK 5-Days Per Week Non-Resident | Individual Fee/Per Session (4 Weeks) | $600 | **Remove** |
| PP15 | ~~Camp Shamrock Preschool Half day Resident~~ Preschool Camps | Individual Fee/~~Weekly~~ Per Day (3 Hours) | $128 | $33 |
| PP16 | Camp Shamrock Preschool Half day Non-Resident | Individual Fee/Weekly | $154 | **Remove** |
| | **Senior Center Programs** | | | |
| SC1 | Activity Fee ~~Resident~~ | Individual Fee | $3-$16 | $3-$16 |
| SC2 | Activity Fee Non-Resident | Individual Fee | $4-$19 | **Remove** |
| SC3 | Special Luncheons ~~Resident~~ | Individual Fee | $10-$21 | $10-$21 |
| SC4 | Special Luncheons Non-Resident | Individual Fee | $13-$25 | **Remove** |
| SC5 | Dances Pre-Registration ~~Resident~~ | Individual Fee | $10-$26 | $10-$26 |
| SC6 | Dances Pre-Registration Non-Resident | Individual Fee | $13-$31 | **Remove** |
| SC7 | Dances Day-Of Registration ~~Resident~~ | Individual Fee | $16-$42 | $16-$42 |
| SC8 | Dances Day-Of Registration Non-Resident | Individual Fee | $19-$50 | **Remove** |
| SC9 | City Trips and Tours ~~Resident~~ | Individual Fee/Per trip | $16-$104 | $16-$313 |
| SC10 | City Trips and Tours Non-Resident | Individual Fee/Per trip | $19-$125 | **Remove** |
| SC11 | Contracted Trips and Tours Resident | Individual Fee/Per trip | $26-$313 | **Remove** |
| SC12 | Contracted Trips and Tours Non-Resident | Individual Fee/Per trip | $31-$375 | **Remove** |
| | **Sports Programs** | | | |
| SP1 | Adult Basketball League ~~Resident~~ | Team Fee/Per Game | $865 | $108 |
| SP2 | Adult Basketball League Non-Resident | Team Fee | $1,038 | **Remove** |
| SP3 | Adult Softball League ~~Resident~~ | Team Fee/Per Game | $699 | $88 |
| SP4 | Adult Softball League Non-Resident | Team Fee | $838 | **Remove** |
| SP6 | Youth Winter Junior Warriors Basketball League ~~Resident~~ | Individual Fee/Per Week | $191 | $24 |
| SP7 | Youth Winter Junior Warriors Basketball League Non-Resident | Individual Fee | $229 | **Remove** |
| SP8 | Youth In-house Sports Camps ~~Resident~~ | Individual Fee/Per Week | $132 | $19 |
| SP9 | Youth In-house Sports Camps Non-Resident | Individual Fee | $158 | **Remove** |
| SP10 | Youth Tee Ball League ~~Resident~~ | Individual Fee/Per Week | $125 | $19 |
| SP11 | Youth Tee Ball League Non-Resident | Individual Fee | $150 | **Remove** |
| SP12 | Adult Bocce League ~~Resident~~ | Team Fee/Per Game | $205 | $26 |
| SP13 | Adult Bocce League Non-Resident | Team Fee | $246 | **Remove** |
| SP14 | Adult Sand Volleyball League ~~Resident~~ | Team Fee/Per Match | $290 | $26 |
| SP15 | Adult Sand Volleyball League Non-Resident | Team Fee | $348 | **Remove** |
| SP16 | NEW* Adult Pickleball League | Team Fee/Per Match | New | $26 |
| | **Wave-Waterpark Admission Fees** | | | |
| WV1 | Daily Pass/Children under 2 Admission fees ~~Resident~~ | Individual Fee/Per Class | $3 | $3 |
| WV2 | Daily Pass/Children under 2 Admission fees Non-Resident | Individual Fee | $4 | **Remove** |
| WV3 | Daily Pass/Under 40" Admission fees ~~Resident~~ | Individual Fee/Per Class | $14 | $14 |
| WV4 | Daily Pass/Under 40" Admission fees Non-Resident | Individual Fee | $17 | **Remove** |

| # | Item / Service | Description / Unit | Fees through 6/30/25 | Fee Effective 7/1/25 |
|---|---|---|---|---|
| WV5 | Daily Pass/Over 40" Admission fees ~~Resident~~ | Individual Fee/Per Class | $16 | $16 |
| WV6 | Daily Pass/Over 40" Admission fees Non-Resident | Individual Fee | $19 | **Remove** |
| WV7 | Daily Pass/Military Personnel, veterans, reservists, active (up to 3 guests) | Individual Fee | $10 | $10 |
| WV8 | Season Pass/Children under 2 Admission fees (Resident only) | Individual Fee | $21 | $21 |
| WV9 | Season Pass/Under 40"/Mon-Thu, no holidays, (Resident only) | Individual Fee | $78 | $78 |
| WV10 | Season Pass/Over 40"/Mon-Thu, no holidays, (Resident only) | Individual Fee | $89 | $89 |
| WV11 | Season Pass/Family/Mon-Thu, no holidays, (Resident only) | Family Fee | $281 | $281 |
| | | | | |
| | **Wave-Swim Lessons** | | | |
| WV12 | Ratio 1 Instructor to 8 Participants ~~Resident~~ | Individual Fee/Per Class | $10 | $10 |
| WV13 | Ratio 1 Instructor to 8 Participants Non-Resident | Individual Fee/Per Class | $13 | **Remove** |
| WV14 | Ratio 1 Instructor to 6 Participants ~~Resident~~ | Individual Fee/Per Class | $15 | $15 |
| WV15 | Ratio 1 Instructor to 6 Participants Non-Resident | Individual Fee/Per Class | $18 | **Remove** |
| WV16 | Ratio 1 Instructor to 5 Participants ~~Resident~~ | Individual Fee/Per Class | $21 | $21 |
| WV17 | Ratio 1 Instructor to 5 Participants Non-Resident | Individual Fee/Per Class | $25 | **Remove** |
| WV18 | Ratio 1 Instructor to 4 Participants ~~Resident~~ | Individual Fee/Per Class | $27 | $27 |
| WV19 | Ratio 1 Instructor to 4 Participants Non-Resident | Individual Fee/Per Class | $33 | **Remove** |
| WV20 | Ratio 1 Instructor to 2 Participants ~~Resident~~ | Individual Fee/Per Class | $36 | $36 |
| WV21 | Ratio 1 Instructor to 2 Participants Non-Resident | Individual Fee/Per Class | $44 | **Remove** |
| WV22 | Ratio 1 Instructor to 1 Participant ~~Resident~~ | Individual Fee/Per Class | $57 | $57 |
| WV23 | Ratio 1 Instructor to 1 Participant Non-Resident | Individual Fee/Per Class | $69 | **Remove** |
| | Note: Total number of classes per session will vary. | | | |
| | **Wave-Swim Team** | | | |
| WV24 | Junior Green Gators ~~Resident~~ | Individual Fee/Per Class | $13 | $13 |
| WV25 | Junior Green Gators Non-Resident | Individual Fee/Per Class | $16 | **Remove** |
| WV26 | Green Gators ~~Resident~~ | Individual Fee/Per Season | $359 | $359 |
| WV27 | Green Gators Non-Resident | Individual Fee/Per Season | $431 | **Remove** |
| | Note: Junior Green Gators is based on 2 days/week or 4 days/week. Total number of classes per session will vary. | | | |
| | **Wave-Recreational and Other** | | | |
| WV28 | Lap Swim/Water Walking ~~Resident~~ | Individual Fee/Per visit | $6 | $6 |
| WV29 | Lap Swim/Water Walking Non-Resident | Individual Fee/Per visit | $8 | **Remove** |
| WV30 | Kid's Night Out - ~~Resident~~ | Individual Fee | $40-$70 | $40-$70 |
| WV31 | Kid's Night Out - Non-Resident | Individual Fee | $48 - $84 | **Remove** |
| WV32 | Birthday Party Package - Summer Season ~~Resident~~ | Individual Fee/Per Party | $31 | $31 |
| WV33 | Birthday Party Package - Summer Season Non-Resident | Individual Fee/Per Party | $38 | **Remove** |
| WV34 | Birthday Party Package - Off-Season ~~Resident~~ | Individual Fee/Per Party | $23 | $23 |
| WV35 | Birthday Party Package - Off-Season Non-Resident | Individual Fee/Per Party | $28 | **Remove** |
| WV36 | Public Address Announcements ~~Residents~~ | 3 announcements | $26 | $26 |
| WV37 | Public Address Announcements Non-Residents | 3 announcements | $31 | **Remove** |
| WV38 | Recreational Swim/Under 2 Years ~~Resident~~ | Individual Fee/Per Visit | $3 | $3 |
| WV39 | Recreational Swim/Under 2 Years Non-Resident | Individual Fee/Per Visit | $4 | **Remove** |
| WV40 | Recreational Swim/Over 2 Years ~~Resident~~ | Individual Fee/Per Visit | $6 | $6 |
| WV41 | Recreational Swim/Over 2 Years Non-Resident | Individual Fee/Per Visit | $9 | **Remove** |
| WV42 | *New* Adaptive Rec Swim | Individual Fee/Per Visit | New | $6 |
| | | | | |
| | **HERITAGE PARK & MUSEUMS** | | | |
| HP1 | Heritage Park Drop-In Programs | Heritage Park Drop-In Programs Per Person | Resident $3<br>Non-Resident $4 | $3 |
| HP2 | Ghosts Of Dublin Tour | Per Person Admission Fee | Resident $15<br>Non-Resident $18 | $15 |
| HP3 | Weekend History Events | Per Person Per Event | Resident $5-$15<br>Non-Resident $6-$18 | $5-$15 |
| HP4 | Group Tours | Per Person Per Tour | Resident $5<br>Non-Resident $6 | $5 |
| HP5 | School Field Trips | Per Student Per Field Trip | Resident $4<br>Non-Resident $5 | $4 |
| HP6 | Pioneer Activity | Per Student Per Activity | Resident $1.50<br>Non-Resident $2.50 | $2 |
| HP7 | Group Tours Resident | Individual Fee/Per Tour | $5 | **Remove** |
| HP8 | Group Tours Non-Resident | Individual Fee/Per Tour | $6 | **Remove** |
| HP9 | School Field Trips Resident | Individual Fee/Per Trip | $4 | **Remove** |
| HP10 | School Field Trips Non-Resident | Individual Fee/Per Trip | $5 | **Remove** |
| HP11 | Pioneer Activity ~~Resident~~ | Individual Fee/Per Visit | $2 | $3 |
| HP12 | Pioneer Activity Non-Resident | Individual Fee/Per Visit | $3 | **Remove** |
| | | | | |
| | **Community Garden - $50 deposit** | | | |
| CG1 | Yearly Garden Plot - (Resident Only) | Individual Fee/Per Year | $50 | $50 |
| CG2 | Garden Plot Deposit Fee (Refundable) | Individual Fee/Per Year | $50 | $50 |
| | | | | |
| | **Contract Classes** | | | |
| | For all Contract Instructor Activities, Fees for Residents and for Non-Residents may vary. The fees are based on the contract agreements with each instructor and are subject to change at the discretion of the Parks & Community Services Director. | | VARIES | VARIES |

**Section 10.2: Parks & Community Services Program Fees - Cemetery Fees for Heritage & Cultural Arts Center**

| # | Item / Service | Description / Unit | Fees through 6/30/25 | Fee Effective 7/1/25 |
|---|---|---|---|---|
| CF1 | Interment Fees Cremation Burial | Per Burial | $375 | $375 |
| CF2 | Interment Fees Earth Burial | Per Burial | $6,800 | $6,800 |
| CF5 | Memorial Hawthorn Tree with Plaque, No Human Remains | Per Tree | $800 | $800 |
| CF6 | Memorial Brick with Personalized Inscription, No Human Remains | Per Brick | $350-$482 | $350-$482 |
| CF7 | Adopt a Bench New with engraved plaque | Per Bench | $2,500 | $2,500 |
| CF8 | Adopt a Bench Existing with engraved plaque | Per Bench | $1,500 | $1,500 |
| | | | | |
| **Section 10.3: Parks & Community Services Program Fees - Facility Rental Fees** | | | | |
| | Unless otherwise noted, all Parks & Community Services Fees listed are for Dublin Residents or Dublin-based Businesses. The fees for Non-Residents or Non-Dublin Businesses shall be 20% higher.<br>Group 1: Public Agencies - County of Alameda, Dublin-San Ramon Services District, Dublin Unified School District<br>Group 2: Dublin Based Non-Profits - Chamber of Commerce, Charitable and Social Welfare Organizations, Homeowners Associations, and Sports League Organizations<br>Group 3: Individuals and Other Groups - Dublin Residents and Charitable Groups Not Approved for Group 2<br>Group 4: Commercial - Dublin-Based Businesses | | | |
| | **Additional Facility Rental Fees for Amenities** | | | |
| FR1 | Dance Floor, Stage, Piano, Linens, Cocktail Tables, Patio Heaters, Etc. | Per Amenity | $15-$200 | $15-$200 |
| FR2 | Groups 1 and 2 Setup and Takedown Only During Business Hours | Per Hour/Per Staff | $18 | $18 |
| | | | | |
| | **Civic Center Rental (Council Chambers & Regional Meeting Room) *Deposit of $500 (Update)** | | | |
| FR3 | Groups 1 and 2 for purpose of meetings | Per Hour | No Fee | No Fee |
| FR4 | Group 3 ~~Resident~~ | Per Hour | $94 | $94 |
| FR5 | Group 3 Non-Resident | Per Hour | $113 | **Remove** |
| FR6 | Group 4 ~~Resident~~ | Per Hour | $125 | $125 |
| FR7 | Group 4 Non-Resident | Per Hour | $150 | **Remove** |
| | | | | |
| | **Heritage Park & Museums Facility Rental - St. Raymond Church *Deposit of $500 (Update)** | | | |
| | **St. Raymond Church** | | | |
| FR38 | Group 1 and 2 for purpose of meetings outside of business hours | Per Hour/Per Staff | $18 | $18 |
| FR39 | Group 3 ~~Resident~~ | Per Hour | $63 | $63 |
| FR40 | Group 3 Non-Resident | Per Hour | $75 | **Remove** |
| FR41 | Group 4 ~~Resident~~ | Per Hour | $83 | $83 |
| FR42 | Group 4 Non-Resident | Per Hour | $100 | **Remove** |
| FR43 | Group 3 Discount on Mutiple Rooms | Percentage/Per Hourly Rate | 10% | 10% |
| | **St. Raymond Church Outdoor Patio Monday-Thursday as a Standalone** | | | |
| FR44 | Group 1 and 2 for purpose of meetings outside of business hours | Per Hour/Per Staff | $18 | $19 |
| FR45 | Group 3 ~~Resident~~ | Per Hour | $60 | $60 |
| FR46 | Group 3 Non-Resident | Per Hour | $72 | **Remove** |
| FR47 | Group 4 ~~Resident~~ | Per Hour | $80 | $80 |
| FR48 | Group 4 Non-Resident | Per Hour | $96 | **Remove** |
| FR49 | Group 3 Discount on Mutiple Rooms | Percentage/Per Hourly Rate | 10% | 10% |
| | **Kolb Sunday School Barn** | | | |
| FR50 | Group 1 and 2 for purpose of meetings outside of business hours | Per Hour/Per Staff | $28 | $28 |
| FR51 | Group 3 ~~Resident~~ | Per Hour | $111 | $111 |
| FR52 | Group 3 Non-Resident | Per Hour | $134 | **Remove** |
| FR53 | Group 4 ~~Resident~~ | Per Hour | $150 | $150 |
| FR54 | Group 4 Non-Resident | Per Hour | $180 | **Remove** |
| FR55 | Group 3 Discount on Mutiple Rooms | Percentage/Per Hourly Rate | 10% | 10% |
| | **Lawn Area - Refundable Deposit $500** | | | |
| FR56 | Group 1 and 2 for purpose of meetings outside of business hours | Per Hour/Per Staff | $18 | $19 |
| FR57 | Group 3 ~~Resident~~ | Per Hour | $78 | $78 |
| FR58 | Group 3 Non-Resident | Per Hour | $94 | **Remove** |
| FR59 | Group 4 ~~Resident~~ | Per Hour | $104 | $104 |
| FR60 | Group 4 Non-Resident | Per Hour | $125 | **Remove** |
| | **Library Community Room - Refundable Deposit of $500** | | | |
| FR61 | Groups 1 and 2 for purpose of meetings | Per Hour | No Fee | No Fee |
| FR62 | Group 3 ~~Resident~~ | Per Hour | $94 | $94 |
| FR63 | Group 3 Non-Resident | Per Hour | $113 | **Remove** |
| FR64 | Group 4 ~~Resident~~ | Per Hour | $125 | $125 |
| FR65 | Group 4 Non-Resident | Per Hour | $150 | **Remove** |
| | | | | |
| | **Library Program Room - Refundable Deposit of $500** | | | |
| FR128 | Groups 1 and 2 for purpose of meetings | Per Hour | No Fee | No Fee |
| FR129 | Group 3 ~~Resident~~ | Per Hour | $94 | $94 |
| FR130 | Group 3 Non-Resident | Per Hour | $113 | **Remove** |
| FR131 | Group 4 ~~Resident~~ | Per Hour | $125 | $125 |
| FR132 | Group 4 Non-Resident | Per Hour | $150 | **Remove** |
| | | | | |
| | **Senior Center Facility Rental Fees** | | | |
| | **Ballroom - Refundable Deposit $750** | | | |
| FR66 | Groups 1 and 2 (Outside of Business Hours) | Per Hour | $51 | $51 |
| FR67 | Group 3 ~~Resident~~ | Per Hour | $207 | $207 |
| FR68 | Group 3 Non-Resident | Per Hour | $247 | **Remove** |
| FR69 | Group 4 ~~Resident~~ | Per Hour | $274 | $274 |
| FR70 | Group 4 Non-Resident | Per Hour | $330 | **Remove** |
| | **Kitchen (separate from Ballroom rental) Minimum 3 hour rental, only permitted Monday-Thursday-Refundable Deposit $750** | | | |
| FR71 | Groups 1 and 2 (During Business Hours) | Per Hour | $18 | $19 |

| # | Item / Service | Description / Unit | Fees through 6/30/25 | Fee Effective 7/1/25 |
|---|---|---|---|---|
| FR72 | Groups 1 and 2 (Outside of Business Hours) | Per Hour | $24 | $24 |
| FR73 | Group 3 ~~Resident~~ | Per Hour | $83 | $83 |
| FR74 | Group 3 Non-Resident | Per Hour | $100 | **Remove** |
| FR75 | Group 4 ~~Resident~~ | Per Hour | $120 | $120 |
| FR76 | Group 4 Non-Resident | Per Hour | $144 | **Remove** |
| | **Classroom A - Refundable Deposit $500** | | | |
| FR77 | Groups 1 and 2 (Outside of Business Hours) | Per Hour | $18 | $19 |
| FR78 | Group 3 ~~Resident~~ | Per Hour | $42 | $42 |
| FR79 | Group 3 Non-Resident | Per Hour | $49 | **Remove** |
| FR80 | Group 4 ~~Resident~~ | Per Hour | $55 | $55 |
| FR81 | Group 4 Non-Resident | Per Hour | $65 | **Remove** |
| | **Classroom B - Refundable Deposit $500** | | | |
| FR83 | Groups 1 and 2 (Outside of Business Hours) | Per Hour | $18 | **Remove** |
| FR84 | Group 3 Resident | Per Hour | $31 | **Remove** |
| FR85 | Group 3 Non-Resident | Per Hour | $37 | **Remove** |
| FR86 | Group 4 Resident | Per Hour | $43 | **Remove** |
| FR87 | Group 4 Non-Resident | Per Hour | $51 | **Remove** |
| | **Classroom C/D - Refundable Deposit $500** | | | |
| FR88 | Groups 1 and 2 (Outside of Business Hours) | Per Hour | $18 | $19 |
| FR89 | Group 3 ~~Resident~~ | Per Hour | $42 | $42 |
| FR90 | Group 3 Non-Resident | Per Hour | $49 | **Remove** |
| FR91 | Group 4 ~~Resident~~ | Per Hour | $55 | $55 |
| FR92 | Group 4 Non-Resident | Per Hour | $65 | **Remove** |
| | **Meeting Room - Refundable Deposit $500** | | | |
| FR93 | Groups 1 and 2 (For purpose of meeting) | Per Hour | $18 | $18 |
| FR94 | Group 3 ~~Resident~~ | Per Hour | $19 | $19 |
| FR95 | Group 3 Non-Resident | Per Hour | $22 | **Remove** |
| FR96 | Group 4 ~~Resident~~ | Per Hour | $25 | $25 |
| FR97 | Group 4 Non-Resident | Per Hour | $30 | **Remove** |
| | **Lounge - Refundable Deposit $500** | | | |
| FR133 | Groups 1 and 2 (For Purpose of Meeting) | Per Hour | $12 | $12 |
| FR134 | Group 3 ~~Resident~~ | Per Hour | $48 | $48 |
| FR135 | Group 3 Non-Resident | Per Hour | $58 | **Remove** |
| FR136 | Group 4 ~~Resident~~ | Per Hour | $64 | $64 |
| FR137 | Group 4 Non-Resident | Per Hour | $77 | **Remove** |
| | **Shannon Center Facility Rental Fees** | | | |
| | **Ambrose Hall - Refundable Deposit $750** | | | |
| FR98 | Groups 1 and 2 (Outside of Business Hours) | Per Hour | $95 | $95 |
| FR99 | Group 3 ~~Resident~~ | Per Hour | $279 | $279 |
| FR100 | Group 3 Non-Resident | Per Hour | $335 | **Remove** |
| FR101 | Group 4 ~~Resident~~ | Per Hour | $370 | $370 |
| FR102 | Group 4 Non-Resident | Per Hour | $444 | **Remove** |
| | **Outdoor Patio (separate from Ballroom rental) Only Permitted Monday-Thursday - Refundable Deposit $500** | | | |
| FR103 | Groups 1 and 2 (Outside of Business Hours) | Per Hour | $31 | $31 |
| FR104 | Group 3 ~~Resident~~ | Per Hour | $123 | $123 |
| FR105 | Group 3 Non-Resident | Per Hour | $148 | **Remove** |
| FR106 | Group 4 ~~Resident~~ | Per Hour | $164 | $164 |
| FR107 | Group 4 Non-Resident | Per Hour | $197 | **Remove** |
| | **Kitchen (separate from Ballroom rental) Minimum 3 hour rental, only permitted on weekdays - Refundable Deposit $750** | | | |
| FR108 | Groups 1 and 2 (Outside of Business Hours) | Per Hour | $24 | $24 |
| FR109 | Group 3 ~~Resident~~ | Per Hour | $83 | $83 |
| FR110 | Group 3 Non-Resident | Per Hour | $100 | **Remove** |
| FR111 | Group 4 ~~Resident~~ | Per Hour | $120 | $120 |
| FR112 | Group 4 Non-Resident | Per Hour | $144 | **Remove** |
| | **Multipurpose Room - Refundable Deposit $500** | | | |
| FR113 | Groups 1 and 2 Outside of Business Hours | Per Hour | $26 | $26 |
| FR114 | Group 3 ~~Resident~~ | Per Hour | $78 | $78 |
| FR115 | Group 3 Non-Resident | Per Hour | $94 | **Remove** |
| FR116 | Group 4 ~~Resident~~ | Per Hour | $104 | $104 |
| FR117 | Group 4 Non-Resident | Per Hour | $124 | **Remove** |
| | **Classroom - Refundable Deposit $500** | | | |
| FR118 | Groups 1 and 2 (Outside of Business Hours) | Per Hour | $18 | $18 |
| FR119 | Group 3 ~~Resident~~ | Per Hour | $33 | $33 |
| FR120 | Group 3 Non-Resident | Per Hour | $41 | **Remove** |
| FR121 | Group 4 ~~Resident~~ | Per Hour | $45 | $45 |
| FR122 | Group 4 Non-Resident | Per Hour | $54 | **Remove** |
| | **Stager Gym Facility Rental Fees** | | | |
| | **Stager Gym - Refundable Deposit $500** | | | |
| FR123 | Groups 1 and 2 | Per Hour | $42 | $42 |
| FR124 | Group 3 ~~Resident~~ | Per Hour | $63 | $63 |
| FR125 | Group 3 Non-Resident | Per Hour | $75 | **Remove** |
| FR126 | Group 4 ~~Resident~~ | Per Hour | $83 | $83 |
| FR127 | Group 4 Non-Resident | Per Hour | $100 | **Remove** |

| # | Item / Service | Description / Unit | Fees through 6/30/25 | Fee Effective 7/1/25 |
|---|---|---|---|---|
| | **The Wave Rentals** | | | |
| | **Full Park Buyout: Paul McCreary Sports Pool, Natatorium, Children's Splash Zone, and Waterslide Tower - Deposit $750** | | | |
| WR1 | Group 1, Group 2, and Group 3 ~~Resident~~ | Per Hour | $1,250 | $1,250 |
| WR2 | Group 3 Non-Resident | Per Hour | $1,500 | **Remove** |
| WR3 | Group 4 | Per Hour | $1,824 | $1,824 |
| | **Children's Splash Zone - Deposit $500** | | | |
| WR4 | Group 1, Group 2, and Group 3 ~~Resident~~ | Per Hour | $344 | $344 |
| WR5 | Group 3 Non-Resident | Per Hour | $413 | **Remove** |
| WR6 | Group 4 | Per Hour | $521 | $521 |
| | **Lower Level of Tower: Mt. Diablo, Golden Wave, and Riptide Rider - Deposit $500** | | | |
| WR7 | Group 1, Group 2, and Group 3 ~~Resident~~ | Per Hour | $396 | $396 |
| WR8 | Group 3 Non-Resident | Per Hour | $475 | **Remove** |
| WR9 | Group 4 | Per Hour | $584 | $584 |
| | **Full Waterslide Tower: Emerald Plunge, Shamrock Swirl, and Dublin Screamer - Deposit $500** | | | |
| WR10 | Group 1, Group 2, and Group 3 ~~Resident~~ | Per Hour | $469 | $469 |
| WR11 | Group 3 Non-Resident | Per Hour | $563 | **Remove** |
| WR12 | Group 4 | Per Hour | $709 | $709 |
| | **Natatorium - Deposit $500** | | | |
| WR13 | Group 1, Group 2, and Group 3 ~~Resident~~ | Per Hour | $292 | $292 |
| WR14 | Group 3 Non-Resident | Per Hour | $354 | **Remove** |
| WR15 | Group 4 | Per Hour | $427 | $427 |
| | **Paul McCreary Sports Pool During Normal Operating Hours - Deposit $500** | | | |
| WR16 | Group 1, Group 2, and Group 3 ~~Resident~~ | Per Hour | $292 | $292 |
| WR17 | Group 3 Non-Resident | Per Hour | $350 | **Remove** |
| WR18 | Group 4 | Per Hour | $427 | $427 |
| | **Swim Lane Paul McCreary Sports Pool During Normal Operating Hours** | | | |
| WR19 | Group 1, Group 2, and Group 3 ~~Resident~~ | Per Hour | $13 | $13 |
| WR20 | Group 3 Non-Resident | Per Hour | $15 | **Remove** |
| WR21 | Group 4 | Per Hour | $20 | $20 |
| | **Community Room - Deposit $500** | | | |
| WR22 | Group 1, Group 2, and Group 3 ~~Resident~~ | Per Hour | $111 | $111 |
| WR23 | Group 3 Non-Resident | Per Hour | $134 | **Remove** |
| WR24 | Group 4 | Per Hour | $171 | $171 |
| | **Boardwalk - Refundable Deposit $500** | | | |
| WR22 | Group 1, Group 2, and Group 3 ~~Resident~~ | Per Hour | $275 | $275 |
| WR23 | Group 3 Non-Resident | Per Hour | $330 | **Remove** |
| WR24 | Group 4 | Per Hour | $429 | $429 |
| | **Concessions Stand - Refundable Deposit $500** | | | |
| WR22 | Group 1, Group 2, and Group 3 ~~Resident~~ | Per Hour | $36 | $36 |
| WR23 | Group 3 Non-Resident | Per Hour | $43 | **Remove** |
| WR24 | Group 4 | Per Hour | $54 | $54 |
| | **Amenities and Services** | | | |
| WR25 | Cabana - Weekday ~~Resident~~ | Per Day | $83 | $83 |
| WR26 | Cabana - Weekday Non-Resident | Per Day | $100 | **Remove** |
| WR27 | Cabana - Weekend ~~Resident~~ | Per Day | $94 | $94 |
| WR28 | Cabana - Weekend Non-Resident | Per Day | $113 | **Remove** |
| WR29 | Luxury Lounges (2) ~~Resident~~ | Per Day | $42 | $42 |
| WR30 | Luxury Lounges (2) Non-Resident | Per Day | $50 | **Remove** |
| WR31 | Additional Staff | Per Staff/Per Hour | $34 | $34 |
| WR32 | Technology and Equipment Package for Competition | Per Day | $500 | $500 |
| WR33 | Individuals or Other Groups | Per Locker/Per Size | $6-$20 | $6-$20 |

## Section 10.4: Parks & Community Services Program Fees - Picnic Area, Amphitheater, and Event Space Rental Fees

**Park Picnic Area Rentals**

Unless otherwise noted, all Parks & Community Services Fees listed are for Dublin Residents or Dublin-based Businesses. The fees for Non-Residents or Non-Dublin Businesses shall be 20% higher.
Group 1: Public Agencies - County of Alameda, Dublin-San Ramon Services District, Dublin Unified School District
Group 2: Dublin Based Non-Profits - Chamber of Commerce, Charitable and Social Welfare Organizations, Homeowners Associations, and Sports League Organizations
Group 3: Individuals and Other Groups - Dublin Residents and Charitable Groups Not Approved for Group 2
Group 4: Commercial - Dublin-Based Businesses

| | | | | |
|---|---|---|---|---|
| | **Groups 1 and 2** | | | |
| PR1 | Seats 200 | Per 4 Hours/Each Additional Hour | $100/$25 | $25 |
| PR2 | Seats 96 | Per 4 Hours/Each Additional Hour | $48/$12 | $12 |
| PR3 | Seats 80 | Per 4 Hours/Each Additional Hour | $44/$11 | $11 |
| PR4 | Seats 64 | Per 4 Hours/Each Additional Hour | $32/$8 | $8 |
| PR5 | Seats 56 | Per 4 Hours/Each Additional Hour | $28/$7 | $7 |
| PR6 | Seats 48 | Per 4 Hours/Each Additional Hour | $24/$6 | $6 |
| PR7 | Seats 36 | Per 4 Hours/Each Additional Hour | $18/$5 | $5 |
| PR8 | Seats 24 | Per 4 Hours/Each Additional Hour | $12/$3 | $3 |
| PR9 | Seats 18 | Per 4 Hours/Each Additional Hour | $12/$3 | $3 |
| | **Group 3 ~~Resident~~** | | | |
| PR10 | Seats 200 | Per 4 Hours/Each Additional Hour | $300/$75 | $75 |
| PR12 | Seats 96 | Per 4 Hours/Each Additional Hour | $144/$36 | $36 |
| PR14 | Seats 80 | Per 4 Hours/Each Additional Hour | $120/$30 | $30 |

| # | Item / Service | Description / Unit | Fees through 6/30/25 | Fee Effective 7/1/25 |
|---|---|---|---|---|
| PR16 | Seats 64 | Per 4 Hours/Each Additional Hour | $96/$24 | $24 |
| PR18 | Seats 56 | Per 4 Hours/Each Additional Hour | $84/$21 | $21 |
| PR20 | Seats 48 | Per 4 Hours/Each Additional Hour | $72/$18 | $18 |
| PR22 | Seats 36 | Per 4 Hours/Each Additional Hour | $54/$14 | $14 |
| PR24 | Seats 24 | Per 4 Hours/Each Additional Hour | $36/$9 | $9 |
| PR26 | Seats 18 | Per 4 Hours/Each Additional Hour | $28/$7 | $7 |
| | **Group 3 Non-Resident** | | | |
| PR11 | Seats 200 | Per 4 Hours/Each Additional Hour | $360/$90 | **Remove** |
| PR13 | Seats 96 | Per 4 Hours/Each Additional Hour | $173/$43 | **Remove** |
| PR15 | Seats 80 | Per 4 Hours/Each Additional Hour | $144/$36 | **Remove** |
| PR17 | Seats 64 | Per 4 Hours/Each Additional Hour | $115/$29 | **Remove** |
| PR19 | Seats 56 | Per 4 Hours/Each Additional Hour | $101/$25 | **Remove** |
| PR21 | Seats 48 | Per 4 Hours/Each Additional Hour | $86/$22 | **Remove** |
| PR23 | Seats 36 | Per 4 Hours/Each Additional Hour | $65/$16 | **Remove** |
| PR25 | Seats 24 | Per 4 Hours/Each Additional Hour | $43/$11 | **Remove** |
| PR27 | Seats 18 | Per 4 Hours/Each Additional Hour | $36/$9 | **Remove** |
| | **Group 4 ~~Residents~~** | | | |
| PR28 | Seats 200 | Per 4 Hours/Each Additional Hour | $400/$100 | $100 |
| PR30 | Seats 96 | Per 4 Hours/Each Additional Hour | $192/$48 | $48 |
| PR32 | Seats 80 | Per 4 Hours/Each Additional Hour | $152/$38 | $38 |
| PR34 | Seats 64 | Per 4 Hours/Each Additional Hour | $127/$32 | $32 |
| PR36 | Seats 56 | Per 4 Hours/Each Additional Hour | $112/$28 | $28 |
| PR38 | Seats 48 | Per 4 Hours/Each Additional Hour | $96/$24 | $24 |
| PR40 | Seats 36 | Per 4 Hours/Each Additional Hour | $72/$18 | $18 |
| PR42 | Seats 24 | Per 4 Hours/Each Additional Hour | $48/$12 | $12 |
| PR44 | Seats 18 | Per 4 Hours/Each Additional Hour | $36/$9 | $9 |
| | **Group 4 Non-Residents** | | | |
| PR29 | Seats 200 | Per 4 Hours/Each Additional Hour | $480/$120 | **Remove** |
| PR31 | Seats 96 | Per 4 Hours/Each Additional Hour | $230/$58 | **Remove** |
| PR33 | Seats 80 | Per 4 Hours/Each Additional Hour | $182/$46 | **Remove** |
| PR35 | Seats 64 | Per 4 Hours/Each Additional Hour | $152/$38 | **Remove** |
| PR37 | Seats 56 | Per 4 Hours/Each Additional Hour | $134/$34 | **Remove** |
| PR39 | Seats 48 | Per 4 Hours/Each Additional Hour | $115/$29 | **Remove** |
| PR41 | Seats 36 | Per 4 Hours/Each Additional Hour | $86/$22 | **Remove** |
| PR43 | Seats 24 | Per 4 Hours/Each Additional Hour | $58/$15 | **Remove** |
| PR45 | Seats 18 | Per 4 Hours/Each Additional Hour | $44/$11 | **Remove** |
| | **Emerald Glen Amphitheater Fees** | | | |
| AM1 | Group 1 | Daily Fee | $216 | $216 |
| AM2 | Group 2 | Daily Fee | $490 | $490 |
| AM3 | Group 3 ~~Resident~~ | Daily Fee | $651 | $651 |
| AM4 | Group 3 Non-Resident | Daily Fee | $782 | **Remove** |
| AM5 | Group 4 ~~Resident~~ | Daily Fee | $867 | $867 |
| AM6 | Group 4 Non-Resident | Daily Fee | $1,040 | **Remove** |

**Section 10.5: Parks & Community Services Program Fees - Sports Fields Rental Fees**

Unless otherwise noted, all Parks & Community Services Fees listed are for Dublin Residents or Dublin-based Businesses. The fees for Non-Residents or Non-Dublin Businesses shall be 20% higher.
Group 1: Public Agencies - County of Alameda, Dublin-San Ramon Services District, Dublin Unified School District
Group 2: Approved Dublin Based Youth Sports League Organizations - at least 75% Dublin Residents
Group 3: Dublin Based Non-Profits and Approved Adult Sports League Organizations (51% residents) - Chamber of Commerce, Charitable and Social Welfare Organizations, and Homeowners Associations
Group 4: Individuals and Other Groups - Dublin Residents and Charitable Groups Not Approved for Group 3
Group 5: Commercial - Dublin-Based Businesses

| | | | | |
|---|---|---|---|---|
| **New** | **Community Event Permit Application Fee** | | | |
| ES1 | Community Event Permit Application Fee | All Groups | New | $325 |
| | | | | |
| **New** | **Special Event Open Space Fees - Refundable Deposit $500** | | | |
| ES2 | Groups 1 and 2 | Per Space/Per Hour | New | $14 |
| ES3 | Group 3 | Per Space/Per Hour | New | $36 |
| ES4 | Group 4 | Per Space/Per Hour | New | $44 |
| ES5 | Group 5 | Per Space/Per Hour | New | $70 |
| | | | | |
| | **Grass Fields - Refundable Deposit $250 Per Field** | | | |
| SR1 | Groups 1 and 2 | Per Field/Per Hour | $7 | $7 |
| SR2 | Group 3 | Per Field/Per Hour | $18 | $18 |
| SR3 | Group 4 ~~Residents~~ | Per Field/Per Hour | $22 | $22 |
| SR4 | Group 4 Non-Residents | Per Field/Per Hour | $26 | **Remove** |
| SR5 | Group 5 ~~Residents~~ | Per Field/Per Hour | $35 | $35 |
| SR6 | Group 5 Non-Residents | Per Field/Per Hour | $42 | **Remove** |
| | | | | |
| | **Synthetic Turf Fields - Refundable Deposit $250 Per Field** | | | |
| SR7 | Groups 1 and 2 | Per Field/Per Hour | $26 | $26 |
| SR8 | Group 3 | Per Field/Per Hour | $52 | $52 |
| SR9 | Group 4 ~~Residents~~ | Per Field/Per Hour | $65 | $65 |

| # | Item / Service | Description / Unit | Fees through 6/30/25 | Fee Effective 7/1/25 |
|---|---|---|---|---|
| SR10 | Group 4 Non-Residents | Per Field/Per Hour | $78 | **Remove** |
| SR11 | Group 5 ~~Residents~~ | Per Field/Per Hour | $104 | $104 |
| SR12 | Group 5 Non-Residents | Per Field/Per Hour | $125 | **Remove** |
| | **Cricket Pitch - Refundable Deposit $250 Per Field** | | | |
| SR13 | Groups 1 and 2 | Per Field/Per Hour | $78 | $78 |
| SR14 | Group 3 | Per Field/Per Hour | $124 | $124 |
| SR15 | Group 4 ~~Residents~~ | Per Field/Per Hour | $195 | $195 |
| SR16 | Group 4 Non-Residents | Per Field/Per Hour | $234 | **Remove** |
| SR17 | Group 5 ~~Residents~~ | Per Field/Per Hour | $259 | $259 |
| SR18 | Group 5 Non-Residents | Per Field/Per Hour | $310 | **Remove** |
| | **Sports Lighting** | | | |
| SR19 | Groups 1 and 2 | Per Field/Per Hour | $26 | $26 |
| SR20 | Group 3 | Per Field/Per Hour | $28 | $28 |
| SR21 | Group 4 ~~Residents~~ | Per Field/Per Hour | $35 | $35 |
| SR22 | Group 4 Non-Residents | Per Field/Per Hour | $43 | **Remove** |
| SR23 | Group 5 ~~Residents~~ | Per Field/Per Hour | $57 | $57 |
| SR24 | Group 5 Non-Residents | Per Field/Per Hour | $68 | **Remove** |
| | **Other** | | | |
| SR25 | Administration Charge for Field Cancellations and Permit Changes | Per Cancellation/Permit Change | $25 | $25 |
| **For Tournaments, an hourly Facility Attendant fee in addition to the rental fees will be charged. Please refer to the Sports Fields Use Policy for more information.** | | | | |
| | **Court Rentals (Basketball, Pickleball, Tennis)** | | | |
| CTR1 | Groups 1 and 2 | Per Court/Per Hour | $5 | $5 |
| CTR2 | Group 3 | Per Court/Per Hour | $7 | $7 |
| CTR3 | Group 4 ~~Resident~~ | Per Court/Per Hour | $10 | $10 |
| CTR4 | Group 4 Non-Resident | Per Court/Per Hour | $12 | **Remove** |
| CTR5 | Group 5 ~~Resident~~ | Per Court/Per Hour | $16 | $16 |
| CTR6 | Group 5 Non-Resident | Per Court/Per Hour | $19 | **Remove** |
| | **Cricket Multi-Use Cages** | | | |
| CR1 | Groups 1 and 2 | Per Cage/Per Hour | $16 | $16 |
| CR2 | Group 3 | Per Cage/Per Hour | $16 | $16 |
| CR3 | Group 4 ~~Residents~~ | Per Cage/Per Hour | $19 | $19 |
| CR4 | Group 4 Non-Residents | Per Cage/Per Hour | $23 | **Remove** |
| CR5 | Group 5 ~~Residents~~ | Per Cage/Per Hour | $23 | $23 |
| CR6 | Group 5 Non-Residents | Per Cage/Per Hour | $23 | **Remove** |
| | **Sand Volleyball Court Rentals** | | | |
| SVR1 | Groups 1 and 2 | Per Court/Per Hour | $7 | $7 |
| SVR2 | Group 3 | Per Court/Per Hour | $18 | $18 |
| SVR3 | Group 4 ~~Resident~~ | Per Court/Per Hour | $22 | $22 |
| SVR4 | Group 4 Non-Resident | Per Court/Per Hour | $26 | **Remove** |
| SVR5 | Group 5 ~~Resident~~ | Per Court/Per Hour | $35 | $35 |
| SVR6 | Group 5 Non-Resident | Per Court/Per Hour | $42 | **Remove** |
| **Section 10.6: Parks & Community Services - Dublin Art Center (DAC) Program and Event Fees** | | | | |
| | Unless otherwise noted, all Parks & Community Services Fees listed are for Dublin Residents or Dublin-based Businesses. The fees for Non-Residents or Non-Dublin Businesses shall be 20% higher.<br>Group 1: Public Agencies - County of Alameda, Dublin-San Ramon Services District, Dublin Unified School District<br>Group 2: Dublin Based Non-Profits - Chamber of Commerce, Charitable and Social Welfare Organizations, Homeowners Associations, and Sports League Organizations<br>Group 3: Individuals and Other Groups - Dublin Residents and Charitable Groups Not Approved for Group 2<br>Group 4: Commercial - Dublin-Based Businesses | | | |
| | **DAC Events and Drop-In Programs** | | | |
| ACP1 | Resident | Per Show, Event, Drop-in Progam, Open Studio, Etc. | $10-$100 | $10-$100 |
| ACP2 | Non-Resident | Per Show, Event, Drop-in Progam, Open Studio, Etc. | $12-$120 | **Remove** |
| | **DAC Art Exhibits** | | | |
| ACE1 | Exhibit Fee - Gallery 180 | Individual Fee | $30 | $30 |
| ACE2 | Exhibit Fee - Informal Galleries | Individual Fee | $20 | $20 |
| | **Black Box Theater Public Events (Shows, Productions, Performance, Recitals, etc.)** | | | |
| BBT1 | Ticket Sales Resident | Individual Fee | $10-$200 | $10-$200 |
| BBT2 | Ticket Sales Non-Resident | Individual Fee | $12-$240 | **Remove** |
| | **Black Box Theater Public Event Usage Fees - Refundable Deposit $750** | | | |
| | **Weekday (Mon-Thurs) Events** | | | |
| BBT6 | Groups 1 and 2 | Per Hour | $75 | $75 |
| BBT7 | Group 3 | Per Hour | $90 | $90 |
| BBT8 | Group 4 | Per Hour | $108 | $108 |
| | **Weekend (Fri-Sun) Events** | | | |
| BBT9 | Groups 1 and 2 | Per Hour | $90 | $90 |
| BBT10 | Group 3 | Per Hour | $108 | $108 |
| BBT11 | Group 4 | Per Hour | $130 | $130 |

| # | Item / Service | Description / Unit | Fees through 6/30/25 | Fee Effective 7/1/25 |
|---|---|---|---|---|
| **Section 10.7: Parks & Community Services - Dublin Art Center (DAC) Rental Fees** | | | | |
| | Unless otherwise noted, all Parks & Community Services Fees listed are for Dublin Residents or Dublin-based Businesses. The fees for Non-Residents or Non-Dublin Businesses shall be 20% higher. | | | |
| | Group 1: Public Agencies - County of Alameda, Dublin-San Ramon Services District, Dublin Unified School District | | | |
| | Group 2: Dublin Based Non-Profits - Chamber of Commerce, Charitable and Social Welfare Organizations, Homeowners Associations, and Sports League Organizations | | | |
| | Group 3: Individuals and Other Groups - Dublin Residents and Charitable Groups Not Approved for Group 2 | | | |
| | Group 4: Commercial - Dublin-Based Businesses | | | |
| | **Art Gallery Rentals - Refundable Deposit $500** | | | |
| ACR1 | Groups 1 and 2 | Per Hour | $54 | $54 |
| ACR2 | Group 3 ~~Resident~~ | Per Hour | $65 | $65 |
| ACR3 | Group 3 Non-Resident | Per Hour | $78 | **Remove** |
| ACR4 | Group 4 ~~Resident~~ | Per Hour | $93 | $93 |
| ACR5 | Group 4 Non-Resident | Per Hour | $112 | **Remove** |
| | **Black Box Theater Private Rentals - Refundable Deposit $750** | | | |
| ACR6 | Groups 1 and 2 | Per Hour | $108 | $108 |
| ACR7 | Group 3 ~~Resident~~ | Per Hour | $130 | $130 |
| ACR8 | Group 3 Non-Resident | Per Hour | $156 | **Remove** |
| ACR9 | Group 4 ~~Resident~~ | Per Hour | $187 | $187 |
| ACR10 | Group 4 Non-Resident | Per Hour | $225 | **Remove** |
| | **Arts & Crafts Room - Refundable Deposit $500** | | | |
| ACR11 | Groups 1 and 2 | Per Hour | $58 | $58 |
| ACR12 | Group 3 ~~Resident~~ | Per Hour | $70 | $70 |
| ACR13 | Group 3 Non-Resident | Per Hour | $84 | **Remove** |
| ACR15 | Group 4 ~~Resident~~ | Per Hour | $100 | $100 |
| ACR16 | Group 4 Non-Resident | Per Hour | $120 | **Remove** |
| | **Arts Yard - Refundable Deposit $500** | | | |
| ACR17 | Groups 1 and 2 | Per Hour | $25 | $25 |
| ACR18 | Group 3 ~~Resident~~ | Per Hour | $30 | $30 |
| ACR19 | Group 3 Non-Resident | Per Hour | $36 | **Remove** |
| ACR20 | Group 4 ~~Resident~~ | Per Hour | $43 | $43 |
| ACR21 | Group 4 Non-Resident | Per Hour | $52 | **Remove** |
| | **Catering Kitchen - Refundable Deposit $500** | | | |
| ACR22 | Groups 1 and 2 | Per Hour | $29 | $29 |
| ACR23 | Group 3 ~~Resident~~ | Per Hour | $35 | $35 |
| ACR24 | Group 3 Non-Resident | Per Hour | $42 | **Remove** |
| ACR25 | Group 4 ~~Resident~~ | Per Hour | $50 | $50 |
| ACR27 | Group 4 Non-Resident | Per Hour | $60 | **Remove** |
| | **Ceramics Studio - Refundable Deposit $500** | | | |
| ACR28 | Groups 1 and 2 | Per Hour | $112 | $112 |
| ACR29 | Group 3 ~~Resident~~ | Per Hour | $135 | $135 |
| ACR30 | Group 3 Non-Resident | Per Hour | $162 | **Remove** |
| ACR31 | Group 4 ~~Resident~~ | Per Hour | $194 | $194 |
| ACR32 | Group 4 Non-Resident | Per Hour | $233 | **Remove** |
| | **Dance Studio - Refundable Deposit $500** | | | |
| ACR33 | Groups 1 and 2 | Per Hour | $108 | $108 |
| ACR34 | Group 3 ~~Resident~~ | Per Hour | $130 | $130 |
| ACR35 | Group 3 Non-Resident | Per Hour | $156 | **Remove** |
| ACR36 | Group 4 ~~Resident~~ | Per Hour | $187 | $187 |
| ACR37 | Group 4 Non-Resident | Per Hour | $225 | **Remove** |
| | **Mixed Media Room - Refundable Deposit $500** | | | |
| ACR38 | Groups 1 and 2 | Per Hour | $92 | $92 |
| ACR39 | Group 3 ~~Resident~~ | Per Hour | $110 | $110 |
| ACR40 | Group 3 Non-Resident | Per Hour | $132 | **Remove** |
| ACR41 | Group 4 ~~Resident~~ | Per Hour | $158 | $158 |
| ACR42 | Group 4 Non-Resident | Per Hour | $190 | **Remove** |
| | **Music Studio - Refundable Deposit $500** | | | |
| ACR43 | Groups 1 and 2 | Per Hour | $22 | $22 |
| ACR44 | Group 3 ~~Resident~~ | Per Hour | $26 | $26 |
| ACR45 | Group 3 Non-Resident | Per Hour | $31 | **Remove** |
| ACR46 | Group 4 ~~Resident~~ | Per Hour | $37 | $37 |
| ACR47 | Group 4 Non Resident | Per Hour | $45 | **Remove** |

* Local Fees and Charges not subject to annual adjustment base on Consumer Price Index (CPI).

** Fees and Charges established by seperate ordinance, State Law, or another agency and not subject to CPI adjustment.

**CITY OF DUBLIN MASTER FEE SCHEDULE, FY 2025-26**
**Adjusted by CPI change, Dec 2023 - Dec 2024 (+2.08%)**

| # | Item / Service | Description / Unit | FY 2024-25 Fees Prior to rounding down | Current Fee | FY 2025-26 Fees Prior to rounding down | Fee Effective 7/1/25 |
|---|---|---|---|---|---|---|
| **Section 1.0: General & Administrative** | | | | | | |
| 120 | Photocopies – (first page or 1-page document) | Reproduction of documents / cost for first page | | $0.50* | | $0.50* |
| 121 | Photocopies – (each additional page ) | Reproduction of documents / cost per page after first page | | $0.10* | | $0.10* |
| 122 | Mailing of photocopies | Documents where a physical copy is requested to be mailed / per mailing | | Actual Postage | | Actual Postage |
| 123 | Retrieval of public documents | *(Info Only* - Established by State Law) Costs incurred for locating or collecting records / staff time | | No Charge – Is included in per page cost | | No Charge – Is included in per page cost |
| 124 | Copies of Political Reform Act 1974 Documents (Ca Govt Code 81008) | *(Info Only* - Established by State Law), any related documents / per page | | $0.10* | | $0.10* |
| 125 | Political Reform Act Retrieval (Ca Govt Code 81008) | *(Info Only* - Established by State Law) - retrieval of documents over 5 years old / per request includes multiple documents requested at the same time | | $5.00** | | $5.00** |
| 126 | Bound documents, reports including Budget; CAFR; etc. | General documents which shall not exceed the combined cost if the per page rate in Fee #120/#121 is used / per document | | Not to exceed actual cost – As determined by City Manager or designee | | Not to exceed actual cost – As determined by City Manager or designee |
| 127 | Special Copies:<br>· Plans and Specifications For Construction<br>· Maps<br>· Aerial Photographs | Construction project plans and specifications; maps; may include oversized pages / per document | | Not to exceed actual cost – As determined by City Manager or designee | | Not to exceed actual cost – As determined by City Manager or designee |
| 128 | General Overhead | Unless defined elsewhere General City Overhead to be used for developing equivalent fees and charges / applied to actual costs | | 24.48% | | 24.48%* |
| 129 | Equivalent Fees and Charges | Fees for services or costs not explicitly listed in any section in the Master Fee Schedule / Case by case basis, may include: staff costs; contractor / consultant costs; reimbursable expenses; general overhead. | | As determined by City Manager or designee based on actual costs and rates plus general overhead | | As determined by City Manager or designee based on actual costs and rates plus general overhead |
| 130 | Electric Vehicle Charging Station Fee | Per kilowatt Hour fee (kWh) to help recover the cost of electricity to the City | $0.33 | $0.33 cents per kWh plus EVCS service surcharge while plugged in to City-owned EV charging stations | $0.336 | $0.33 cents per kWh plus EVCS service surcharge while plugged in to City-owned EV charging stations |
| 131 | Passport Execution Fee | The Department of State has set the acceptance fee at $35 for jurisdiction who process Passport application | | $35.00** | | $35.00** |
| 132 | Passport Application Fee | The Application Fee which is collected on behalf of the US Department of State, will be charged at the current rate as specified by the US Department of State. These costs may also include any charges for delivery of the application. | | Actual Cost | | Actual Cost |
| 133 | Pasport Photo Fee | Per session | $20.00 | $20.00 | $20.42 | $20.00 |
| 134 | Digital Recording of Council Meetings | Per CD/DVD/Flashdrive | $0.50 | $0.50 | $0.51 | $0.50 |
| 135 | Technology Surcharge | Percent of permit cost | | 2% | | 2% |
| 136 | Credit Card Transaction Fee | Percent of transaction where applicable | | 3% | | 3% |
| **Section 1.1: Finance / Business License** | | | | | | |
| Per Senate Bill 234, the City cannot impose a business license fee for small or large family daycare | | | | | | |
| 160 | First Returned Check Fee (Ca. Civil Code 1719 (a)(1) | *(Info Only* - Established by State Law) Payments received via check when the payment is declined is declined by the bank / per check | | $25.00<br>Set by State Law** | | $25.00<br>Set by State Law** |
| 161 | Subsequent Returned Check Fee (Ca. Civil Code 1719 (a)(1) | *(Info Only* - Established by State Law) Payments received via check when the payment is declined is declined by the bank / per check after first | | $35.00<br>Set By State Law** | | $35.00<br>Set By State Law** |
| 162 | Annual Business Registration (License) | Annual Business License / per business | $29.00 | $29.00 | $29.60 | $29.00 |
| 164 | New Business Registration (License) | Registration fee | $106.00 | $106.00 | $108.21 | $108.00 |
| 168 | Business License Transfer Dublin Municipal Code | Transfer is substantially similar to the ownership existing before the transfer / per transfer | $70.00 | $70.00 | $71.46 | $71.00 |
| 169 | Duplicate Business License Dublin Municipal Code Chapter | Replace any license previously issued license | $26.00 | $26.00 | $26.54 | $26.00 |
| 170 | Delinquent Business License Processing Fee | Per License | $17.00 | $17.00 | $17.35 | $17.00 |
| 171 | Contract Retention Escrow Fee | Contractors may elect to have retention amounts paid to a third party escrow / per payment | $101.00 | $101.00 | $103.10 | $103.00 |
| **Section 1.2: Administrative Fees - Impact Fee Credit Agreement Administration** | | | | | | |
| 408 | Impact Fee Credit Statement | Per statement - Developers who request statements for credit balance | $159.00 | $159.00 | $162.31 | $162.00 |
| 409 | Original/Transfer agreement to establish a Park Land/Affordable Unit Impact Fee Credit | Flat fee | $249.00 | $249.00 | $254.18 | $254.00 |
| 410 | Original/Transfer agreement to establish a Traffic Impact or Park Improvement Impact Fee Credit | Flat fee | $249.00 | $249.00 | $254.18 | $254.00 |
| 411 | Original/Transfer agreement to establish a Fire Impact Fee Credit | Flat fee | $249.00 | $249.00 | $254.18 | $254.00 |
| 412 | Impact Fee Credit Application Processing Fee | Per invoice | $186.00 | $186.00 | $189.87 | $189.00 |
| 413 | Impact Fee Credit Invoice Change Fee | Flat fee | $234.00 | $234.00 | $238.87 | $238.00 |
| **Section 2.0: Police Services- General (Fingerprints / Records / Vehicles/ Development)** | | | | | | |
| 201 | Livescan (Fingerprints) | Fingerprinting / per application - Outside Agency /DOJ Fees charged separately | $39.00 | $39.00 | $39.81 | $39.00 |

| # | Item / Service | Description / Unit | FY 2024-25 Fees Prior to rounding down | Current Fee | FY 2025-26 Fees Prior to rounding down | Fee Effective 7/1/25 |
|---|---|---|---|---|---|---|
| 202 | Fingerprint Card | Card / non-electronic prints - Outside Agency/DOJ Fees charged separately | $58.00 | $58.00 | $59.21 | $59.00 |
| 203 | Police Report / Inspection Verification | (Info Only - Established by State Law) Authorized release of a copy of a Police Report / per report | | $5.00 Flat** | | $5.00 Flat** |
| 204 | Records Subpoena (Subpoena Duces Tecum) Ca. Govt Code 6254(f) (1) and (2) | (Info Only - Established by State Law) Response to subpoena) | | $15.00** | | $15.00** |
| 205 | Records subpoena: photos saved to CD | Duplication of photo records / per CD | $158.00 | $158.00 | $161.29 | $161.00 |
| 206 | Visa Letter | Preparation of a Visa letter requested for foreign travel / per letter | $43.00 | $43.00 | $43.89 | $43.00 |
| 208 | Fix-It Ticket Sign-Off | Sign-off on ticket not issued by Dublin Police Services / per citation | $26.00 | $26.00 | $26.54 | $26.00 |
| 209 | Repossessed Vehicle Release - Ca. Govt Code 41612 | (Info Only - Established by State Law) -Process and provide release document / per release | | $15.00** | | $15.00** |
| 210 | Towed / Stored Vehicle Release | Provide release documentation for towed and/or stored vehicle / per vehicle | $90.00 | $90.00 | $91.87 | $91.00 |
| 211 | Vehicle Release - CA Vehicle Code 22651 | Per Vehicle | $9.00 | $9.00 | $9.19 | $9.00 |
| **Section 2.1: Police Services- Permits** | | | | | | |
| 220 | Alcohol Beverage Control (ABC) – One Day Permit | Issuance of documents required for an application to ABC / per application (Police Chief may waive for Dublin-based non-profit) | $187.00 | $187.00 | $190.89 | $190.00 |
| 221 | Bingo Permit (Dublin Municipal Code Chapter 5.44) | Annual license issuance per the Municipal Code / per application | $166.00 | $166.00 | $169.45 | $169.00 |
| 222 | Dance Permit (Dublin Municipal Code Chapter 5.52) | Processing of a dance permit per the municipal code / per permit | $200.00 | $200.00 | $204.16 | $204.00 |
| 223 | Fortune Teller Permit (Dublin Municipal Code Chapter 4.08) | Processing of a fortune teller permit per the municipal code / per permit | $200.00 | $200.00 | $204.16 | $204.00 |
| 224 | Gun Dealer Permit | Processing of a Gun Dealer permit / per permit | $357.00 | $357.00 | $364.43 | $364.00 |
| 225 | Massage Establishment – Initial (Dublin Municipal Code Chapter 4.20) | Processing of a massage establishment permit per the municipal code / per location | $357.00 | $357.00 | $364.43 | $364.00 |
| 226 | Massage Establishment – Yearly (Dublin Municipal Code Chapter 4.20) | Annual permit after initial massage establishment permit / per permit | $293.00 | $293.00 | $299.10 | $299.00 |
| 228 | Parade Permit (Dublin Municipal Code Chapter 5.12) | Processing of a parade permit per the municipal code / per event (permit only - service charges per 5.12.100 additional) | $124.00 | $124.00 | $126.58 | $126.00 |
| 229 | Peddler Permit (Dublin Municipal Code Chapter 4.16) | Processing of a peddler permit per the municipal code / per application | $124.00 | $124.00 | $126.58 | $126.00 |
| 230 | Secondhand Dealer Permit (Dublin Municipal Code Chapter 4.12) | Processing of a secondhand dealer permit per the municipal code / per permit | $124.00 | $124.00 | $126.58 | $126.00 |
| 231 | Taxi Company (Owner) Permit - Initial (Dublin Municipal Code Chapter 6.76) | Processing of a taxi company (owner) permit per the municipal code / per initial permit | $286.00 | $286.00 | $291.95 | $291.00 |
| 232 | Taxi Company (Owner) Permit – Renewal (Dublin Municipal Code Chapter 6.76) | Annual permit after initial Taxi Company (owner) permit / per permit | $124.00 | $124.00 | $126.58 | $126.00 |
| 233 | Taxi Driver (Operator) Annual Permit – (Dublin Municipal Code Chapter 6.76) | Annual permit Taxi Driver (operator) permit / per permit | $124.00 | $124.00 | $126.58 | $126.00 |
| 234 | Tobacco Retailer License (Dublin Municipal Code Chapter 4.40) | Annual license issuance per the Municipal Code / per license | $102.00 | $102.00 | $104.12 | $104.00 |
| 235 | Massage Establishment - Employee Change Form | Per application | $102.00 | $102.00 | $104.12 | $104.00 |
| 236 | Massage Establishment - Amendment to Operations | Per application | $102.00 | $102.00 | $104.12 | $104.00 |
| 237 | Sidewalk Vending Permit | Each | $102.00 | $102.00 | $104.12 | $104.00 |
| 238 | Sidewalk Vending Permit - Amendment | Each | $102.00 | $102.00 | $104.12 | $104.00 |
| **Section 2.2: Police Services- Hourly Rates** | | | | | | |
| PS1 | Sheriffs Technician | Hourly rate for special services not otherwise defined / per hour | $119.00 | $119.00 | $121.48 | $121.00 |
| PS2 | Sheriff's Deputy | Hourly rate for special services not otherwise defined / per hour | $213.00 | $213.00 | $217.43 | $217.00 |
| PS3 | Sheriffs Sergeant | Hourly rate for special services not otherwise defined / per hour | $255.00 | $255.00 | $260.31 | $260.00 |
| **Section 4.1: Fire Prevention Services Plan Review & Inspection** | | | | | | |
| The fees for all plan review and inspection, fire alarm systems, fixed fire systems, and automatic fire sprinkler systems include one inspection and one re-inspection for each inspection type (e.g. weld, hydro, rough, pre-pour, functional, final, etc.). If a permit applicant elects to split inspections into small pieces such as by floor or by system; additional inspection fees will be due based upon the hourly rate. | | | | | | |
| | **Plan Review & Inspection** | | | | | |
| 240 | New Construction up to 5000 sq. ft. | Per application | $557.00 | $557.00 | $568.59 | $568.00 |
| 241 | New Construction 5000 sq. ft. to 45,000 sq. ft. | Per application | $1,193.00 | $1,193.00 | $1,217.83 | $1,217.00 |
| 242 | New Construction >45,000 sq. ft. | Per application | $1,709.00 | $1,709.00 | $1,744.57 | $1,744.00 |
| 243 | Tenant Improvement up to 5000 sq. ft. | Per application | $408.00 | $408.00 | $416.49 | $416.00 |
| 244 | Tenant Improvement 5000 sq. ft. to 45,000 sq. ft. | Per application | $584.00 | $584.00 | $596.15 | $596.00 |
| 245 | Tenant Improvement >45,000 sq. ft. | Per application | $760.00 | $760.00 | $775.82 | $775.00 |
| 246 | Custom Single-Family Residence | Per application | $408.00 | $408.00 | $416.49 | $416.00 |
| 247 | Processing, Review, Inspection & Approval of Licensed Care Facilities | Per application | $219.00 | $219.00 | $223.56 | $223.00 |
| 248 | Review and Approval of Improvement plans and/or maps | Per application | $244.00 | $244.00 | $249.08 | $249.00 |

| # | Item / Service | Description / Unit | FY 2024-25 Fees Prior to rounding down | Current Fee | FY 2025-26 Fees Prior to rounding down | Fee Effective 7/1/25 |
|---|---|---|---|---|---|---|
| | **Fire Alarm Systems – (New or Tenant Improvements)** | | | | | |
| 250 | Fire Alarm System < 50 devices | Per application | $463.00 | $463.00 | $472.64 | $472.00 |
| 251 | Fire Alarm System > 50 devices | Per application | $1,167.00 | $1,167.00 | $1,191.29 | $1,191.00 |
| | **Fixed Fire Protection Systems** | | | | | |
| 260 | Medical Gas System | Per system | $463.00 | $463.00 | $472.64 | $472.00 |
| 261 | Hood Duct System | Per system | $463.00 | $463.00 | $472.64 | $472.00 |
| 262 | Halon or Clean Agent | Per system | $463.00 | $463.00 | $472.64 | $472.00 |
| 263 | Spray Booth per booth | Per system | $463.00 | $463.00 | $472.64 | $472.00 |
| | **Automatic Fire Sprinkler Systems, Commercial– (New or Tenant Improvements)** | | | | | |
| 270 | System < 20 heads | Base fee per system | $626.00 | $626.00 | $639.03 | $639.00 |
| 271 | System > 20 heads | Base fee per system | $1,142.00 | $1,142.00 | $1,165.77 | $1,165.00 |
| 272 | Plus amount per head in excess of 100 heads | Per head | $14.00 | $14.00 | $14.29 | $14.00 |
| 273 | Underground Water Supply | Per system / tap | $790.00 | $790.00 | $806.44 | $806.00 |
| | **Automatic Fire Sprinkler Systems, Residential– (New and Alterations)** | | | | | |
| 275 | NFPA 13 D master plan check and inspection | Per system | $953.00 | $953.00 | $972.83 | $972.00 |
| 276 | Additional permits for already approved master plan | Per application | $764.00 | $764.00 | $779.90 | $779.00 |
| 277 | NFPA 13R system (per unit, per building) | Per unit up to 50 units. | $1,142.00 | $1,142.00 | $1,165.77 | $1,165.00 |
| 278 | NFPA 13 System | Per unit up to 50 units /Per System | $1,142.00 | $1,142.00 | $1,165.77 | $1,165.00 |
| 279 | Underground Water Supply | Per system / tap | $790.00 | $790.00 | $806.44 | $806.00 |

In order to incentivize accessory dwelling units (ADUs): 1) an ADU less than 750 square feet; and 2) ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years are not subject to these City permit fees, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code, the scope of work beyond the establishment of the ADU, and/or enforcement fees are not eligible for this fee waiver.

Waived for ADUs less than 750 square feet and ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years, if a homeowner/contractor agrees to use AVI for handling construction and demolition debris, rather than self-haulers, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code and the scope of work beyond the establishment of the ADU are not eligible for this fee waiver.

| | | | | | | |
|---|---|---|---|---|---|---|
| **Section 4.2: Fire Prevention Services Regulated Activities** | | | | | | |
| 307 | Equivalent Fees and Charges | Fees for services or costs not explicitly listed in any section in the Master Fee Schedule / Case by case basis, may include: staff costs; contractor / consultant costs; reimbursable expenses; general overhead. | | As determined by City Manager or designee based on actual costs and rates plus general overhead | | As determined by City Manager or designee based on actual costs and rates plus general overhead |
| 308 | Fire Code Operational Permits | Base (Min. 1 hr) | $163.51 | $163.51 | $166.92 | $166.00 |
| 309 | Each Addl. Hour | Each Additional Hour | $163.51 | $163.51 | $166.92 | $166.00 |
| **Section 4.3: Fire Works Displays & Sales** | | | | | | |
| | **Fire Works Displays** | | | | | |
| 350 | Display Aerial Base Fee | Per event | $790.00 | $790.00 | $806.44 | $806.00 |
| | **Fire Works Sales** | | | | | |
| 356 | Fireworks Stand Application | Processing and administration of fireworks stands | $165.00 | $165.00 | $168.43 | $168.00 |
| 357 | Fireworks Stand Inspection | Cost to inspect sales locations | $164.00 | $164.00 | $167.41 | $167.00 |
| **Section 4.4: Fire Prevention Services- Hourly Rates** | | | | | | |
| FR1 | Fire Plan Checker II | Hourly rate for special services not otherwise defined / per hour | $189.00 | $189.00 | $192.93 | $192.00 |
| FR2 | Fire Code Compliance Officer | Hourly rate for special services not otherwise defined / per hour | $164.00 | $164.00 | $167.41 | $167.00 |
| **Section 5.1: Housing Services Program Fees** | | | | | | |
| 501 | Below Market Ownership Units - Transaction Fee | Administration of the "For Sale" Inclusionary units / per unit per change in ownership – Including Initial | $3,944.00 | $3,944.00 | $4,026.09 | $4,026.00 |
| 502 | Secondary Below Market Rate Unit - Transaction Fee | Administration of the "Second Units" designated to meet Affordable Program requirements / per unit per change in ownership – including Initial | $1,574.00 | $1,574.00 | $1,606.76 | $1,606.00 |
| 504 | Annual Below Market Rate Rental Monitoring Fee - 20 units or less | Rental developments with Inclusionary units / per development with restricted rent | $2,533.00 | $2,533.00 | $2,585.72 | $2,585.00 |
| 505 | Annual Below Market Rate Rental Monitoring Fee - 21 to 100 units | Rental developments with Inclusionary units / per development with restricted rent | $3,461.00 | $3,461.00 | $3,533.03 | $3,533.00 |
| 506 | Annual Below Market Rate Rental Monitoring Fee - 101 + units | Rental developments with Inclusionary units / per development with restricted rent | $5,183.00 | $5,183.00 | $5,290.87 | $5,290.00 |
| 507 | Annual Below Market Rate Rental Monitoring - Follow Up Compliance Fee | First follow up (base fee); additional follow up audits T&M | $265.00 | First Follow up $265<br>Additional - T&M | $270.52 | First Follow up $270<br>Additional - T&M |
| 508 | Below Market Rate Unit - Refinance Administrative Fee | Administrative cost for document preparation and research when an inclusionary unit requires City approval / per request | $675.00 | $675.00 | $689.05 | $689.00 |
| 509 | Secondary Below Market Rate Unit - Refinance Administrative Fee | Administrative cost for document preparation and research when a secondary inclusionary unit requires City approval / per request | $888.00 | $888.00 | $906.48 | $906.00 |
| 510 | First time home loan program (below-maket-rate property) - administrative fee | Administrative charge for review and approval of first time home buyer loan / per loan approved | $1,631.00 | $1,631.00 | $1,631.00 | $1,631.00 |
| 511 | First time home loan program (market-rate-property) - administrative fee | Administrative charge for review and approval of first time home buyer loan / per loan approved | $4,377.00 | $4,377.00 | $4,468.10 | $4,468.00 |

**Section 6.1: Planning Division**

For all activities noted as Time and Materials (T&M), the cost shall be determined using composite City Staff rates and designated overhead factors. Overhead shall also be applicable to any work contracted by the City. An initial deposit shall be made by the applicant as determined by City Staff based on the scope and complexity of the project. Additional deposits shall be collected as necessary during processing. Any applicant funds remaining after completion of the project shall be refunded to the applicant. Planning applications with a combination of both a flat rate fee(s) and T&M, will only be subject to the T&M charges.

| | | | | | | |
|---|---|---|---|---|---|---|
| | **Use Permits (TUP/CUP)** | | | | | |
| 550 | Minor Use Permit (Including Major Amendments) | Per application | $1,331.00 | $1,331.00 | $1,358.70 | $1,358.00 |
| 551 | Minor Use Permit – Minor Amendment | Per application | $788.00 | $788.00 | $804.40 | $804.00 |
| 553 | Conditional Use Permit (CUP) / (Approval considered by Planning Commission) | Per application | $2,498.00 | $2,498.00 | $2,549.99 | $2,549.00 |

| # | Item / Service | Description / Unit | FY 2024-25 Fees Prior to rounding down | Current Fee | FY 2025-26 Fees Prior to rounding down | Fee Effective 7/1/25 |
|---|---|---|---|---|---|---|
| 559 | Conditional Use Permit – Minor Amendment (Administrative Determination) | Per request | $788.00 | $788.00 | $804.40 | $804.00 |
| 560 | Conditional Use Permit – Time Extension (Administrative Determination) | Per request | $227.00 | $227.00 | $231.72 | $231.00 |
| 561 | Conditional Use Permit – Time Extension (Planning Commission Determination) | Per request | $1,259.00 | $1,259.00 | $1,285.20 | $1,285.00 |
| 562 | Temporary Use Permit - Minor | Per application | $213.00 | $213.00 | $217.43 | $217.00 |
| 563 | Temporary Use Permit – Major | Per application | | T&M | | T&M |
| 564 | Temporary Use Permit – Temporary 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 #562 (Temporary Use Permit - Minor). | | T&M | | T&M |
| | **Zoning Clearance-General** | | | | | |
| 570 | Accommodations for persons with disabilities Review | Per application | | No Fee | | No Fee |
| 571 | Banner / Balloon/Searchlight | Per sign / balloon | $168.00 | $168.00 | $171.50 | $171.00 |
| 572 | Indoor recreational Facilities/Day Care Center/Scarlett Court | Per application | $673.00 | $673.00 | $687.01 | $687.00 |
| 574 | Zoning Clearance-General | Per application | $126.00 | $126.00 | $128.62 | $128.00 |
| 575 | Zoning Clearance – Housing Projects Eligible for Streamlined Approval | Per application | | T&M | | T&M |
| 576 | Zoning Clearance – SB 9 Unit Developments | Per application | | T&M | | T&M |
| | **Variance** | | | | | |
| 580 | Non-Residential Variance | Per application | | T&M | | T&M |
| 581 | Residential Variance | Per application | | T&M | | T&M |
| | **Site Development Review (SDR)** | | | | | |
| 590 | Site Development Review - General | Per application | | T&M | | T&M |
| 591 | Site Development Review – Residential Additions > 500 sq. ft. | Per application | | T&M | | T&M |
| 592 | Site Development Review – Single Sign (Master Sign Program is handled as a Site Development Review-General) | Per Sign | $505.00 | $505.00 | $515.51 | $515.00 |
| 593 | Site Development Review Waiver | Per request | $657.00 | $657.00 | $670.67 | $670.00 |
| 594 | Site Development Review Waiver for Projects' with Development Deposit Account | Time & Material | | T&M | | T&M |
| 595 | Site Development Review – Time Extension (Administrative Determination) | Per request | $277.00 | $277.00 | $282.77 | $282.00 |
| 596 | Site Development Review – Time Extension (Planning Commission Determination) | Per request | $1,388.00 | $1,388.00 | $1,416.89 | $1,416.00 |
| 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 | | T&M |
| | **PLANNED DEVELOPMENT (PD) PROCESSING** | | | | | |
| 600 | Planned Development Application (Stage 1 / Stage 2) | Per application | | T&M | | T&M |
| 601 | Planned Development Minor Amendment –(Administrative Determination) | Per application | $644.00 | $644.00 | $657.40 | $657.00 |
| 602 | Planned Development Minor Amendment for Project's with Development Deposit Account | Time & Material | | T&M | | T&M |
| 603 | Planned Development Minor Amendment – (Planning Commission Determination) | Per application | | T&M | | T&M |
| 604 | Planned Development Major Amendment – (City Council Determination) | Per application | | T&M | | T&M |
| **Section 6.2: Other Planning Fees** | | | | | | |
| | **Other Charges** | | | | | |
| 610 | Appeal of Action by Applicant | Per appeal | | T&M | | T&M |
| 611 | Appeal of Action by member of public (non-applicant) | Per appeal | $246.00 | $246.00 | $251.12 | $251.00 |
| 612 | Estoppel Certificate – Development Agreement | Per certificate prepared when requested by entity not a party to the Development Agreement | $287.00 | $287.00 | $292.97 | $292.00 |
| 613 | Heritage Tree Removal Permit | Per Application | $308.00 | $308.00 | $314.41 | $314.00 |
| 614 | Preparation of Mailing Address Labels (Noticing Requirements) | Per set of labels | $79.00 | $79.00 | $80.64 | $80.00 |
| 615 | Equivalent Fees and Charges | Fees for services or costs not explicitly listed in any section in the Master Fee Schedule / case by case basis, may include: staff costs; contractor / consultant costs; reimbursable expenses; general overhead | | As determined by City Manager or designee based on actual costs and rates plus general overhead | | As determined by City Manager or designee based on actual costs and rates plus general overhead |
| 616 | General Plan Amendment | Time & Material | | T&M | | T&M |
| 617 | Specific Plan Amendment | Time & Material | | T&M | | T&M |
| 618 | Tentative Map | Time & Material | | T&M | | T&M |
| 619 | Development Agreement | Time & Material | | T&M | | T&M |
| 620 | Lot line adjustment | Time & Material | | T&M | | T&M |
| 621 | Building division permit referral ** | Per application | $168.00 | $168.00 | $171.50 | $171.00 |

| # | Item / Service | Description / Unit | FY 2024-25 Fees Prior to rounding down | Current Fee | FY 2025-26 Fees Prior to rounding down | Fee Effective 7/1/25 |
|---|---|---|---|---|---|---|
| In order to incentivize accessory dwelling units (ADUs): 1) an ADU less than 750 square feet; and 2) ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years are not subject to these City permit fees, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code, the scope of work beyond the establishment of the ADU, and/or enforcement fees are not eligible for this fee waiver.<br><br>Waived for ADUs less than 750 square feet and ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years, if a homeowner/contractor agrees to use AVI for handling construction and demolition debris, rather than self-haulers, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code and the scope of work beyond the establishment of the ADU are not eligible for this fee waiver. | | | | | | |
| **Section 6.3: Planning Composite Hourly Rates & Overhead** | | | | | | |
| PL1 | Composite City Planning Staff Hourly Rate (Includes Overhead) | Per Hour for T&M activities | $337.00 | $337.00 | $344.01 | $344.00 |
| PL3 | Overhead Rate - Applied to actual costs incurred for consultant services and expenses billed under T&M | Percentage applied to City costs | | 45.00% | | 45.0%* |
| **Section 7.1: Building and Safety Division – Building Permits (Total Valuation)** | | | | | | |
| Building Permits which are not established as fixed fee shall be determined using the total valuation. In this case the fee due is based on: Occupancy and Construction Type; estimated cost of services and the Building, Residential, Mechanical, Plumbing, Electrical, Cal Green and Energy codes as adopted by the City Council including any amendments.<br><br>Calculation of the Building Permit fee to be collected shall be in accordance with the Table below. The determination of the valuation and annual adjustments to the valuation shall be made by the Building Official as authorized in Dublin Municipal Code section 7.28.430(E).<br><br>Fees 708, 710, 712, 714, 722 are calculated using cost per $1000 of the preceding Fee. | | | | | | |
| | **Building Permits Based on Valuation Formula / $ Valuation** | | | | | |
| 700 | $0-$500 | Per calculated valuation | $50.00 | $50.00 | $51.04 | $51.00 |
| 701 | $501-$1,000 | Per calculated valuation | $177.00 | $177.00 | $180.68 | $180.00 |
| 702 | $1,001-$2,000 | Per calculated valuation | $232.00 | $232.00 | $236.83 | $236.00 |
| 703 | $2,001-$3,000 | Per calculated valuation | $281.00 | $281.00 | $286.85 | $286.00 |
| 704 | $3,001-$4,000 | Per calculated valuation | $320.00 | $320.00 | $326.66 | $326.00 |
| 705 | $4,001-$5,000 | Per calculated valuation | $382.00 | $382.00 | $389.95 | $389.00 |
| 706 | $5,001-$10,000 (first $5000) | Per calculated valuation | $382.00 | $382.00 | $389.95 | $389.00 |
| 707 | $5,001-$10,000 (each additional $1000 or fraction thereof) | Per calculated valuation | $82.00 | $82.00 | $83.71 | $83.00 |
| 708 | $10,001-$50,000 (first $10,000) | Per calculated valuation | $794.00 | $794.00 | $810.53 | $810.00 |
| 709 | $10,001-$50,000(each additional $1000 or fraction thereof) | Per calculated valuation | $41.00 | $41.00 | $41.85 | $41.00 |
| 710 | $50,001-$100,000 (first $50,000) | Per calculated valuation | $2,454.00 | $2,454.00 | $2,505.08 | $2,505.00 |
| 711 | $50,001-$100,001 (each additional $1000 or fraction thereof) | Per calculated valuation | $47.00 | $47.00 | $47.98 | $47.00 |
| 712 | $100,001-$500,000 (first $100,000) | Per calculated valuation | $4,839.00 | $4,839.00 | $4,939.71 | $4,939.00 |
| 713 | $100,001-$500,000 (each additional $1000 or fraction thereof) | Per calculated valuation | $28.00 | $28.00 | $28.58 | $28.00 |
| 714 | $500,001 and up (first $500,000) | Per calculated valuation | $16,333.00 | $16,333.00 | $16,672.94 | $16,672.00 |
| 715 | $500,001 and up (each additional $1000 or fraction thereof) | Per calculated valuation | $16.00 | $16.00 | $16.33 | $16.00 |
| 716 | $1,000,001-$5,000,000 (first $1,000,000) | Per calculated valuation | $24,424.00 | $24,424.00 | $24,932.34 | $24,932.00 |
| 717 | $1,000,001-$5,000,000 (each additional $1000 or fraction thereof) | Per calculated valuation | $14.00 | $14.00 | $14.29 | $14.00 |
| 718 | $5,000,001-$10,000,000 (First $5,000,000) | Per calculated valuation | $82,325.00 | $82,325.00 | $84,038.43 | $84,038.00 |
| 719 | $5,000,001-$10,000,000 (each additional $1000 or fraction thereof) | Per calculated valuation | $10.00 | $10.00 | $10.21 | $10.00 |
| 720 | $10,000,000+ (base) | Per calculated valuation | $135,780.00 | $135,780.00 | $138,605.99 | $138,605.00 |
| 721 | $10,000,000+ (each additional $1000 or fraction thereof) | Per calculated valuation | $10.00 | $10.00 | $10.21 | $10.00 |
| 722 | Demolition permits and removal of underground tanks | Calculate using valuation factors above | | 50%<br>of the fee calculation based on valuation | | 50%<br>of the fee calculation based on valuation |
| In order to incentivize accessory dwelling units (ADUs): 1) an ADU less than 750 square feet; and 2) ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years are not subject to these City permit fees, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code, the scope of work beyond the establishment of the ADU, and/or enforcement fees are not eligible for this fee waiver.<br><br>Waived for ADUs less than 750 square feet and ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years, if a homeowner/contractor agrees to use AVI for handling construction and demolition debris, rather than self-haulers, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code and the scope of work beyond the establishment of the ADU are not eligible for this fee waiver. | | | | | | |
| **Section 7.2: Building and Safety Division – Master Plan Check / Green Building** | | | | | | |
| | **Building Permits Based on Valuation Formula /$ Valuation**<br>**Single Family detached tract housing (when using a Master Plan Check)** | | | | | |
| 720 | $100,001-$500,000 (first $100,000) | Per calculated valuation | $4,162.00 | $4,162.00 | $4,248.62 | $4,248.00 |
| 721 | $100,001-$500,001 (each additional $1000 or fraction thereof) | Per calculated valuation | $12.00 | $12.00 | $12.25 | $12.00 |
| 722 | $500,001 and up (first $500,000) | Per calculated valuation | $9,036.00 | $9,036.00 | $9,224.07 | $9,224.00 |
| 723 | $500,001 and up (each additional $1000 or fraction thereof) | Per calculated valuation | $6.00 | $6.00 | $6.12 | $6.00 |
| | **Building Permit State Surcharges** | | | | | |
| 725 | California Building Standards Commission Green Building Valuation Surcharge | *(Info Only)* State fee required to be collected based on permit valuation | | $1.00**<br>for ea. $25,000 or<br>fraction thereof | | $1.00**<br>for ea. $25,000 or<br>fraction thereof |
| 726 | Residential - California Strong Motion Instrumentation Program (SMIP) Surcharge | *(Info Only)* State fee required to be collected based on permit valuation | | $0.13**<br>per $1,000 | | $0.13**<br>per $1,000 |

| # | Item / Service | Description / Unit | FY 2024-25 Fees Prior to rounding down | Current Fee | FY 2025-26 Fees Prior to rounding down | Fee Effective 7/1/25 |
|---|---|---|---|---|---|---|
| 727 | Non-Residential - California Strong Motion Instrumentation Program (SMIP) Surcharge | *(Info Only)* State fee required to be collected based on permit valuation | | $0.28** per $1,000 | | $0.28** per $1,000 |
| **Section 7.3: Building and Safety Division – Residential Flat Fees** | | | | | | |
| The provisions for residential flat fees may be applied when the specific work involved is for a single dwelling unit and /or appurtenant accessory structures where there is no other work except the item listed herein. "Service Explanations" follow the Table. | | | | | | |
| | **Residential Building Permits - Flat Fees** | | | | | |
| 730 | Bathroom Remodel or Repair | Per bathroom | $571.00 | $571.00 | $582.88 | $582.00 |
| 731 | Electrical Appliances | Per Appliance - Installation of electrical appliances per "Service Explanation" #1 | $207.00 | $207.00 | $211.31 | $211.00 |
| 732 | Electrical Circuits (first) | First or single circuit per "Service Explanation" #2 | $230.00 | $230.00 | $234.79 | $234.00 |
| 733 | Electrical Circuits (each additional) | Fee for each additional circuit per "Service Explanation" #2 | $23.00 | $23.00 | $23.48 | $23.00 |
| 734 | Electrical Panels (first) | First or single panel per "Service Explanation" #3 | $209.00 | $209.00 | $213.35 | $213.00 |
| 735 | Electrical Panels (each additional) | Fee for each additional panel per "Service Explanation" #3 | $65.00 | $65.00 | $66.35 | $66.00 |
| 736 | Fireplace Insert | Per single installation / per "Service Explanation" #4 and #5 | $239.00 | $239.00 | $243.97 | $243.00 |
| 737 | Garbage Disposal | Per single installation / per "Service Explanation" #1 | $118.00 | $118.00 | $120.46 | $120.00 |
| 738 | Gas Piping System | Per single installation / per "Service Explanation" #6 | $304.00 | $304.00 | $310.33 | $310.00 |
| 739 | Hot Tub / Spa Portable | Per single installation "Service Explanation" #7 | $304.00 | $304.00 | $310.33 | $310.00 |
| 740 | HVAC System | Per system / "Service Explanation" #8 | $250.00 | $250.00 | $255.20 | $255.00 |
| 741 | Kitchen Remodel or Repair (w/o structural modifications) | Per permit, limited to one kitchen | $837.00 | $837.00 | $854.42 | $854.00 |
| 742 | Lawn Sprinkler System | Per system for any lawn sprinkler or irrigation system | $134.00 | $134.00 | $136.79 | $136.00 |
| 743 | Motors | Per "Service Explanation" #9 | $321.00 | $321.00 | $327.68 | $327.00 |
| 744 | Plumbing Fixture | Per "Service Explanation" #1 and #2 | $207.00 | $207.00 | $211.31 | $211.00 |
| 745 | Roofing Replacement (Residential) | For re-roofing a single family dwelling | $311.00 | $311.00 | $317.47 | $317.00 |
| 746 | Shower / tub replacement only | Per unit | $209.00 | $209.00 | $213.35 | $213.00 |
| 747 | Solar System - Residential Rooftop Photovoltaic (Up to 15Kw) as defined by Government Code 66015 | Per permit | | $450.00** | | $450.00** |
| 748 | Solar System - Residential Rooftop Photovoltaic (for each Kw above 15 or fraction thereof) as defined by Government Code 66015 | Each Kw above 15 of fraction thereof | | $15.00** | | $15.00** |
| 750 | Solar Pool Heating System | Per system (when not included with original pool permit) | $363.00 | $363.00 | $370.56 | $370.00 |
| 751 | Solar Water Heaters | Per application | $300.00 | $300.00 | $306.24 | $306.00 |
| 752 | Ventilation Fan | Per "Service Explanation" #10 | $160.00 | $160.00 | $163.33 | $163.00 |
| 753 | Water Heater | Per "Service Explanation" #8 | $150.00 | $150.00 | $153.12 | $153.00 |
| 754 | Water Piping System | Per single installation / per "Service Explanation" #6 | $258.00 | $258.00 | $263.37 | $263.00 |
| 755 | Window Replacements (first 5 windows) | Per application containing 1-5 windows | $349.00 | $349.00 | $356.26 | $356.00 |
| 756 | Window Replacements (each additional window) | Additional per window charge added to base 1-5 window charge on same application | $13.00 | $13.00 | $13.27 | $13.00 |
| 757 | Energy Storage System | | $301.00 | $301.00 | $307.26 | $307.00 |
| 758 | EV Charger | | $301.00 | $301.00 | $307.26 | $307.00 |

**SERVICE EXPLANATIONS FOR RESIDENTIAL FLAT FEES**

1 For installation, relocation, or replacement of any electrical appliance which requires plumbing installation such as garbage disposal, dishwasher, etc., (includes all necessary circuits, outlets, switches, receptacles, fixtures, water piping, and waste and vent piping).

2 For installation, alteration or replacement of an electrical circuit (includes all necessary outlets, switches, receptacles, and lighting fixtures).

3 For installation, relocation or replacement of temporary power poles, power pedestals, subpanels or service upgrades (includes all necessary circuits, outlets, switches, receptacles, fixtures).

4 For the installation, relocation or replacement of each vent or factory-built chimney.

5 For the installation of a solid burning fuel appliance (includes all necessary electrical circuits, outlets, fixtures, switches, receptacles factory-built chimney).

6 For each installation or alteration of each water piping system, gas piping system, or refrigerant piping system or portion thereof where fixtures or appliances are not installed.

7 For the installation, relocation or replacement of any spa / hot tub; includes all necessary outlets, receptacles, gas piping (only for spas supported on a slab. See Valuation Table for spas located on decking).

8 For the installation, relocation or replacement of each heating, cooling or refrigeration appliance (includes all necessary electrical circuits, outlets, fixtures, switches, receptacles, gas piping vents, water piping and duct work). OR (a) For the installation, relocation or replacement of each gas fired water heater (includes all necessary water and gas piping and vents). OR (b) For the installation relocation or replacement of each electrical water heater (includes all necessary water piping, electrical circuits, outlets, fixtures, receptacles, and switches).

9 For installation, relocation or replacement of any motor (not an integral part of an integral part of an electrical appliance, fan, heating appliance, cooling appliance), generator, heater, electrical furnace, welding machine, transformer, and rectified (includes all necessary circuits, outlets, fixtures, switches, controls).

10 For installation, relocation or replacement of ventilation fans connected to a single duct or outlets, switches, receptacles, fixtures and duct work).

| **Section 7.4: Building and Safety Division – Non-Residential Flat Fees** | | | | | | |
|---|---|---|---|---|---|---|
| | **Non-Residential Building Permits - Flat Fees** | | | | | |
| 763 | Solar Panel - Non-Residential Rooftop Photovoltaic (up to 50 Kw) | Per Permit | | $1,000.00** | | $1,000.00** |
| 764 | Solar Panel - Non-Residential Rooftop Photovoltaic (51 Kw-250 Kw) | Per kilowatt between 51-250 | | $7.00** | | $7.00** |
| 765 | Solar Panel - Non-Residential Rooftop Photovoltaic (above 251 Kw) | Per kilowatt above 251 | | $5.00** | | $5.00** |
| 766 | Replacement in - kind Heating and or Air conditioning units - First Unit | Per unit - "Service Explanation" #8 | $872.00 | $872.00 | $890.15 | $890.00 |
| 767 | Replacement in - kind Heating and or Air conditioning units | Each unit after first | $172.00 | $172.00 | $175.58 | $175.00 |
| 768 | Water heaters - standard | Per water heater - "Service Explanation" #8 | $279.00 | $279.00 | $284.81 | $284.00 |
| 769 | Reroof Base (Initial square) | Per initial square (10ft X 10ft) area | $207.00 | $207.00 | $211.31 | $211.00 |
| 770 | Reroof – Additional beyond base | Each additional square (10ft x 10ft) area or fraction thereof | $16.00 | $16.00 | $16.33 | $16.00 |
| 771 | EV Charging Station (First Unit) | Per unit | $2,148.00 | $2,148.00 | $2,192.71 | $2,192.00 |
| 772 | EV Charging Station (Each Station after the first) | Per unit | $172.00 | $172.00 | $175.58 | $175.00 |

| **Section 7.5: Building and Safety Division – Construction Debris & Demolition** | | | | | | |
|---|---|---|---|---|---|---|
| 777 | Bonded | Per application | $515.00 | $515.00 | $525.72 | $525.00 |
| 778 | Non-bond | Per application | $267.00 | $267.00 | $272.56 | $272.00 |

| # | Item / Service | Description / Unit | FY 2024-25 Fees Prior to rounding down | Current Fee | FY 2025-26 Fees Prior to rounding down | Fee Effective 7/1/25 |
|---|---|---|---|---|---|---|
| In order to incentivize accessory dwelling units (ADUs): 1) an ADU less than 750 square feet; and 2) ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years are not subject to these City permit fees, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code, the scope of work beyond the establishment of the ADU, and/or enforcement fees are not eligible for this fee waiver.<br><br>Waived for ADUs less than 750 square feet and ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years, if a homeowner/contractor agrees to use AVI for handling construction and demolition debris, rather than self-haulers, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code and the scope of work beyond the establishment of the ADU are not eligible for this fee waiver. | | | | | | |
| **Section 7.6: Building & Safety- Composite Hourly Rates & Overhead** | | | | | | |
| BS1 | Composite City Building & Safety Staff Hourly Rate (Includes Overhead) | Per hour for T&M activities | $290.00 | $290.00 | $296.04 | $296.00 |
| BS2 | Overhead Rate – Applied to actual costs incurred for consultant services and expenses billed under T&M | Percentage applied to City costs | | 45.00% | | 45.0%* |
| **Section 7.7: Building and Safety Division – Other Fees** | | | | | | |
| For all activities noted as Time and Materials (T&M), the cost shall be determined using composite City Staff rates and designated overhead factors. Overhead shall also be applicable to any work contracted by the City. An initial deposit shall be made by the applicant as determined by City Staff based on the scope and complexity of the project. Additional deposits shall be collected as necessary during processing. Any applicant funds remaining after completion of the project shall be refunded to the applicant. | | | | | | |
| 780 | Additional plan checking, alternate means and methods applications, or plan revisions | Time and Materials | | T&M | T&M | T&M |
| 781 | Certified Accessibility Specialist (CASp)- Meeting | Initial meeting and review; all other work is T&M | $1,427.00 | $1,427.00 | $1,456.70 | $1,456.00 |
| 782 | Code compliance survey | Initial 100 sq. ft. | $843.00 | $843.00 | $860.55 | $860.00 |
| 783 | Code compliance survey | Each additional 100 sq. ft. or fraction thereof | $32.00 | $32.00 | $32.67 | $32.00 |
| 784 | In-plant inspections | If inspection is required at a fabrication facility outside jurisdiction | | T&M | | T&M |
| 785 | Moved building inspection fee | Per building | | T&M | | T&M |
| 786 | Plan storage fee | Applies to plans required to be prepared by a professional engineer or architect | $21.00 | $21.00 | $21.44 | $21.00 |
| 787 | Re-inspection fee. | Per each re-inspection; on Multi-Family, fee is calculated per unit | $237.00 | $237.00 | $241.93 | $241.00 |
| 788 | Review geologic reports required by the Alquist-Priolo Special Studies Zones Act | Per application request | | T&M | | T&M |
| 789 | Service requested outside of regular working hours / business days (4 hour min) | Per hour with a four hour minimum | $334.00 | $334.00 | $340.95 | $340.00 |
| 790 | Special Investigations (Code compliance survey, lockout inspection or other special investigation.) | Per investigation; cost of investigation shall be in addition to the fees for any new installation made as part of the correction | | T&M | | T&M |
| 791 | Address Requests (single address) | Per Request | $152.00 | $152.00 | $155.16 | $155.00 |
| 792 | Address Requests (subdivision/multiple) | Time & Material | | T&M | | T&M |
| 793 | Issue permit refund | Per refund | $89.00 | $89.00 | $90.85 | $90.00 |
| 794 | Temporary Certificate of Occupancy | Per Application | $254.00 | $254.00 | $259.29 | $259.00 |
| 795 | Equivalent Fees and Charges | Fees for services or costs not explicitly listed in any section in the Master Fee Schedule / case by case basis, may include: staff costs; contractor / consultant costs; reimbursable expenses; general overhead | | As determined by City Manager or designee based on actual costs and rates plus general overhead | | As determined by City Manager or designee based on actual costs and rates plus general overhead |
| 796 | Parking Lot Pavement Repair & Restriping Permit Processing | Per hour with a two hour minimum | | T&M | | T&M |
| 797 | Low Carbon Concrete Surcharge (only charged on specific projects) | Percentage of building permit fee | | 1.63% | | 1.63% |
| 798 | Low Carbon Concrete Admimistrative Penalty | Per hour (2 Hour Min) | $357.00 | $357.00 | $364.43 | $364.00 |
| 799 | Expediting fee - when approved by the Building Official | Percentage of plan check fees | | 150% | | 150% |
| In order to incentivize accessory dwelling units (ADUs): 1) an ADU less than 750 square feet; and 2) ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years are not subject to these City permit fees, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code, the scope of work beyond the establishment of the ADU, and/or enforcement fees are not eligible for this fee waiver.<br><br>Waived for ADUs less than 750 square feet and ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years, if a homeowner/contractor agrees to use AVI for handling construction and demolition debris, rather than self-haulers, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code and the scope of work beyond the establishment of the ADU are not eligible for this fee waiver. | | | | | | |
| **Section 8.1: Engineering / Public Works – Other Fees** | | | | | | |
| For all activities noted as Time and Materials (T&M), the cost shall be determined using composite City Staff rates and designated overhead factors. Overhead shall also be applicable to any work contracted by the City. An initial deposit shall be made by the applicant as determined by City Staff based on the scope and complexity of the project. Additional deposits shall be collected as necessary during processing. Any applicant funds remaining after completion of the project shall be refunded to the applicant. | | | | | | |
| 800 | Copies - 24" x 36" | Per Sheet | | $7.00* | | $7.00* |
| 801 | Copies of Map - plotted GIS map | | | Not to exceed actual cost – As determined by City Manager or designee | | Not to exceed actual cost – As determined by City Manager or designee |
| 802 | Research Fee | Per 1/2 Hour | $178.00 | $178.00 | $181.70 | $181.00 |
| 803 | Subdivision and Development Improvement Plan Review/Revision & Plan Check after 4th revision | Time & Materials | | T&M | | T&M |
| 804 | Subdivision and Development Improvement Plan/Map Check | Charge Time & Materials-> 3% of estimated cost of improvements ($2,500 minimum deposit; maximum $25,000) | | T&M | | T&M |
| 805 | Subdivision Inspections | Charge Time & Materials-> 3% of estimated cost of improvements ($2,500 minimum initial deposit; maximum $25,000) | | T&M | | T&M |

| # | Item / Service | Description / Unit | FY 2024-25 Fees Prior to rounding down | Current Fee | FY 2025-26 Fees Prior to rounding down | Fee Effective 7/1/25 |
|---|---|---|---|---|---|---|
| 806 | Special Study Review (i.e., Traffic Study) | New Fee: $5,000 Initial Deposit (Time & Materials) | | T&M | | T&M |
| 807 | Permit processing fee | Includes cost of processing grading or encroachment permit or misc. permit | $201.00 | $201.00 | $205.18 | $205.00 |
| 808 | Trenching / Road Cuts – Base transverse and longitudinal trenches, road cuts, 1 - 100 sq. ft. | Base Permit cost up to 100 sq. ft. | $992.00 | $992.00 | $1,012.65 | $1,012.00 |
| 809 | Trenching / Road Cuts – Over 100 SF transverse and longitudinal trenches, road cuts, >100 sq. ft. | Additional permit cost per additional square foot in excess of 100 sq. ft. | $2.00 | $2.00 | $2.04 | $2.00 |
| 810 | Construction concrete sidewalk, curb, and gutter 1- 50 sq. ft | Base Permit cost up to 50 sq. ft. | $827.00 | $827.00 | $844.21 | $844.00 |
| 811 | Construction concrete sidewalk, curb, and gutter greater than 50 sq. ft | Additional permit cost per additional linear foot in excess of 50 sq. ft. | $2.00 | $2.00 | $2.04 | $2.00 |
| 812 | Constructing concrete driveways: residential | Per Driveway- Residential | $992.00 | $992.00 | $1,012.65 | $1,012.00 |
| 813 | Constructing concrete driveways: commercial | Per Driveway - Commercial | $1,654.00 | $1,654.00 | $1,688.42 | $1,688.00 |
| 814 | Constructing drain inlets, manholes, and connections to same | Connection of inlet | $1,323.00 | $1,323.00 | $1,350.54 | $1,350.00 |
| 815 | Encroachment Permit Resurfacing Surcharge – 100 sq. ft. or less | Per each permit where roadway asphalt is cut impacting 100 sq. ft. or less of roadway | $165.00 | $165.00 | $168.43 | $168.00 |
| 816 | Encroachment Permit Resurfacing Surcharge – per sq. ft. after 100 sq. ft. | In addition to base charge for up to 100 sq. ft. – an additional per sq. ft. | $3.00 | $3.00 per square foot | $3.06 | $3.00 per square foot |
| 817 | Transportation / Oversized Vehicle Permits: Annual | *(Info Only State Limits Max. Fee Per Calif. Vehicle Code 35795 (b)(1));* per annual permit application | | $90.00** | | $90.00** |
| 818 | Transportation / Oversized Vehicle Permits: Single trip | *(Info Only State Limits Max. Fee Per Calif. Vehicle Code 35795 (b)(1));* per single trip application | | $16.00** | | $16.00** |
| 819 | Block party / street closure | Per application | $201.00 | $201.00 | $205.18 | $205.00 |
| 820 | Filming/Photography Within Public Right of Way - Professional Fee | Per Application | $875.00 | $875.00 | $893.21 | $893.00 |
| 821 | Filming / Photography Within Public Right of Way - Basic fee | Per application | $201.00 | $201.00 | $205.18 | $205.00 |
| 822 | Building division permit referral – residential | Per application | $888.00 | $888.00 | $906.48 | $906.00 |
| 823 | Building division permit referral - non residential | Per Application | $1,244.00 | $1,244.00 | $1,269.89 | $1,269.00 |
| 824 | Personal Wireless Service Facility Permit | $5,000 Initial Deposit (Time & Materials) | | T&M | | T&M |
| 825 | Watercourse Protection Permit | $15,000 Initial Deposit (Time & Materials) | | T&M | | T&M |
| 827 | Newsrack Permit | Per application / single space in City-owned newsrack | $449.00 | $449.00 | $458.35 | $458.00 |
| 828 | Inspection: Public improvements construction; grading; encroachment permits | Per hour | | T&M | | T&M |
| 829 | Equivalent Fees and Charges | Fees for services or costs not explicitly listed in any section in the Master Fee Schedule / case by case basis, may include: staff costs; contractor / consultant costs; reimbursable expenses; general overhead | | As determined by City Manager or designee based on actual costs and rates plus general overhead | | As determined by City Manager or designee based on actual costs and rates plus general overhead |
| 830 | Amended map or certificate of correction | Fixed Fee | $888.00 | $888.00 | $906.48 | $906.00 |
| 831 | Street Vacations/Abandonment, Right of Way Dedication Review | $2,000 Initial Deposit (Time & Materials) | | T&M | | T&M |
| 832 | Certificates of compliance, mergers, parcel map waivers | $3,000 initial deposit (Time & Materials) | | T&M | | T&M |
| 833 | Investigation fee/work without a permit (encroachment) | Hourly Rate - 1 hr. minimum. Over 1 hour (Time & Materials) | $331.00 | Base $331.00<br>Over 1 Hour T&M | $337.89 | Base $337<br>Over 1 Hour T&M |
| 834 | Traffic control plan review (encroachment) | Fixed Fee | $355.00 | $355.00 | $362.39 | $362.00 |
| 835 | Processing extension of subdivision improvement agreement or development agreement (subdivision) | Time & Materials | | T&M | | T&M |
| 836 | Warranty inspection and project closeout (subdivision) | Fixed Fee | $2,095.00 | $2,095.00 | $2,138.60 | $2,138.00 |
| 837 | Condition of approval compliance review or single parcel review (no improvement plans) | Hourly Rate - 1 hr. minimum. Over 1 hour (Time & Materials) | $355.00 | Base: $355.00<br>Over 1 Hour T&M | $362.39 | Base: $362.00<br>Over 1 Hour T&M |
| 838 | Grading Plan Review/Site Work Permit Review | $5,000 initial deposit (Time & Materials)/$2,500 initial deposit (Time & Materials) | | T&M | | T&M |
| 839 | Grading Inspection | $15,000 initial deposit (Time & Materials) | | T&M | | T&M |
| 840 | Erosion Control Review and Inspection | $1,000 initial deposit (Time & Materials) | | T&M | | T&M |
| 841 | Nuisance Abatement - Tree trimming, Sidewalk Repair | See muni code | | See Muni Code | | See Muni Code |

In order to incentivize accessory dwelling units (ADUs): 1) an ADU less than 750 square feet; and 2) ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years are not subject to these City permit fees, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code, the scope of work beyond the establishment of the ADU, and/or enforcement fees are not eligible for this fee waiver.

Waived for ADUs less than 750 square feet and ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years, if a homeowner/contractor agrees to use AVI for handling construction and demolition debris, rather than self-haulers, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code and the scope of work beyond the establishment of the ADU are not eligible for this fee waiver.

| **Section 8.2: Engineering- Cash Bond Required For Encroachment Permit (If No Surety Bond)** | | | | | | |
|---|---|---|---|---|---|---|
| 850 | Transverse and longitudinal trenches, road cuts, and other street excavation work – 50 square feet of less | Minimum Bond Amount Per Application - See Section 8.2(A): Conditions | | $1,000.00* | | 1,000.00* |
| 851 | Transverse and longitudinal trenches, road cuts, and other street excavation work – in excess of 50 square feet | Minimum Bond Amount Per Application - See Section 8.2(A): Conditions | | $1,00.00 + $20.00/ sq. ft. in excess of 50 sq. ft.* | | $1,000.00 + $20.00/ sq. ft. in excess of 50 sq. ft.* |
| 852 | Concrete Sidewalk 50 square feet or less | Minimum Bond Amount Per Application - See Section 8.2(A): Conditions | | $1,000.00* | | $1,000.00* |
| 853 | Concrete Sidewalk more than 50 square feet | Minimum Bond Amount Per Application - See Section 8.2(A): Conditions | | $1,00.00 + $20.00/ sq. ft. in excess of 50 sq. ft.* | | $1,000.00 + $20.00/ sq. ft. in excess of 50 sq. ft.* |
| 854 | Concrete Curb and / or gutter of 30 linear feet or less | Minimum Bond Amount Per Application - See Section 8.2(A): Conditions | | $2,500.00* | | $2,250.00* |
| 855 | Concrete Curb and / or gutter more than 30 linear feet | Minimum Bond Amount Per Application - See Section 8.2(A): Conditions | | $2,500.00 + $75.00/ linear ft. in excess of 30 linear ft.* | | $2,2500.00 + $75.00/ linear ft. in excess of 30 linear ft.* |
| 856 | Residential Concrete Driveway | Minimum Bond Amount Per Application - See Section 8.2(A): Conditions | | $3,000.00* | | $3,000.00* |
| 857 | Commercial Concrete Driveway | Minimum Bond Amount Per Application - See Section 8.2(A): Conditions | | $4,500.00* | | $4,500.00* |
| 858 | Drop inlets, manholes and connections to same | Minimum Bond Amount Per Application - See Section 8.2(A): Conditions | | $10,000.00* | | $10,000.00* |
| 859 | Temporary street or lane closures | Minimum Bond Amount Per Application - See Section 8.2(A): Conditions | | No Deposit / Bond Required | | No Deposit / Bond Required |

| # | Item / Service | Description / Unit | FY 2024-25 Fees Prior to rounding down | Current Fee | FY 2025-26 Fees Prior to rounding down | Fee Effective 7/1/25 |
|---|---|---|---|---|---|---|
| 860 | Miscellaneous encroachment work | Minimum Bond Amount Per Application - See Section 8.2(A): Conditions | | Amount to be determined by the Public Works Director in accordance with the nature and scope of work | | Amount to be determined by the Public Works Director in accordance with the nature and scope of work |

**Section 8.2(A): Conditions: -Cash Bond Required For Encroachment Permit**

- **Conditions For Release:** Bonds shall be released six months after the work has been accepted by the City, provided there are no defects in the work.
- **Annual Bonds:** A minimum annual cash deposit of $5,000.00 may be posted in lieu of a cash or a surety bond for each permit. The City may require additional bonds or cash deposits when the nature of the work is such that the amounts hereinbefore provided are insufficient to cover expenses that may be incurred in restoring the right-of-way to its former condition.

| | | | | | | |
|---|---|---|---|---|---|---|
| **Section 8.3: Engineering- Composite Hourly Rates & Overhead** | | | | | | |
| EN1 | Composite City Engineering Staff (Excludes Inspectors) Hourly Rate (Includes Overhead) | Per hour for T&M activities | $355.00 | $355.00 | $362.39 | $362.00 |
| EN2 | Composite City Public Works / Engineering Inspectors Rate (Includes Overhead) | Per hour for T&M activities | $331.00 | $331.00 | $337.89 | $337.00 |
| EN5 | Overhead Rate - Applied to actual costs incurred for consultant services and expenses billed under T&M | Percentage applied to City costs | | 46%* | | 46%* |
| **Section 8.4: Environmental Programs- Fees** | | | | | | |
| 870 | Building division permit referral | Flat Fee | $980.00 | $980.00 | $1,000.40 | $1,000.00 |
| 871 | Stormwater Treatment Measure Inspection | Per Hour | $220.00 | $220.00 | $224.58 | $224.00 |
| 872 | Storm Drain Medallion | Each Medallion | $12.00 | $12.00 | $12.25 | $12.00 |
| 873 | Stormwater Facility Inspections: Restaurant/Commercial | Flat Fee | $545.00 | $545.00 | $556.34 | $556.00 |
| 874 | Trash Capture/Enclosure Inspection | Flat Fee | $220.00 | $220.00 | $224.58 | $224.00 |
| 875 | Review of Annual Maintenance Reports of privately maintained post-construction | Flat Fee | $320.00 | $320.00 | $326.66 | $326.00 |
| 876 | Initial Annual Self Haul Permit | Annual Permit | $760.00 | $760.00 | $775.82 | $775.00 |
| 877 | Annual Self Haul Permit Renewal | Annual Permit | $440.00 | $440.00 | $449.16 | $449.00 |
| 878 | Equivalent Fees and Charges | Fees for services or costs not explicitly listed in any section in the Master Fee Schedule / case by case basis, may include: staff costs; contractor / consultant costs; reimbursable expenses; general overhead | | As determined by City Manager or designee based on actual costs and rates plus general overhead | | As determined by City Manager or designee based on actual costs and rates plus general overhead |
| 879 | SB1383 - Edible Food Generator Inspection Fee | Each | $220.00 | $220.00 | $224.58 | $224.00 |
| **Section 8.5: Environmental Programs- Composite Hourly Rates** | | | | | | |
| ENV1 | Composite Environmental Programs Hourly Rate | Per Hour | $220.00 | $220.00 | $224.58 | $224.00 |

**Section 9.1: City Attorney – Development Application Processing**

For all development related activities noted as Time and Materials (T&M), the cost of the City Attorney shall be determined by applying the designated overhead factor to the Cost for City Attorney services incurred by the City. An initial deposit shall be made by the applicant as determined by City Staff based on the scope and complexity of the project. Additional deposits shall be collected as necessary during processing. Any applicant funds remaining after completion of the project shall be refunded to the applicant.

| | | | | | | |
|---|---|---|---|---|---|---|
| CA1 | Overhead Rate – Applied to City Attorney Costs associated with Planning and Engineering Applications | Percentage applied to City costs | | 24.48%* | | 24.48%* |
| CA2 | Equivalent Fees and Charges | Fees for services or costs not explicitly listed in any section in the Master Fee Schedule / case by case basis, may include: staff costs; contractor / consultant costs; reimbursable expenses; general overhead | | As determined by City Manager or designee based on actual costs and rates plus general overhead | | As determined by City Manager or designee based on actual costs and rates plus general overhead |

**Section 10.1: Parks & Community Services Program Fees - Activity Fees**

Unless otherwise noted, all Parks & Community Services Fees listed are for Dublin Residents or Dublin-based Businesses. The fees for Non-Residents or Non-Dublin Businesses shall be 20% higher.
All Parks & Recreation Program Fees are subject to 20% increase based on the Parks & Community Services Pricing Policy.
(1) Noted activities were added during the year at the Parks & Community Services Director's discretion, per Policy; or were fees approved by the City Council

| | | | | | | |
|---|---|---|---|---|---|---|
| | **Family Programs** | | | | | |
| FP1 | After School Recreation ~~Resident~~ | Individual Fee/Per Session | | $794 | | $794 |
| FP2 | After School Recreation Non-Resident | Individual Fee/Per Session | | $952 | | **Remove** |
| FP3 | After School Recreation Late Fee | Individual Fee/Flat fee plus per minute | | $10/Plus $1 Per Minute | | $10/Plus $1 Per Minute |
| FP4 | Seasonal Half Day Camps ~~Resident~~ | Individual Fee/~~Weekly~~ Per Day (3 hours) | | $105 | | $33 |
| FP5 | Seasonal Half Day Camps Non-Resident | Individual Fee/Weekly | | $126 | | **Remove** |
| FP6 | Seasonal Full Day Camps ~~Resident~~ | Individual Fee/~~Weekly~~ Per Day (10 hours) | | $338 | | $68 |
| FP7 | Seasonal Full Day Camps Non-Resident | Individual Fee/Weekly | | $405 | | **Remove** |
| FP8 | Seasonal Full Day Camp with Waterpark Admission ~~Resident~~ | Individual Fee/Weekly Per Day (10 hours) | | $408 | | $82 |
| FP9 | Seasonal Full Day Camp with Waterpark Admission Non-Resident | Individual Fee/Weekly | | $490 | | **Remove** |
| FP12 | Dublin L.E.A.D. Program ~~Resident~~ | Individual Fee/Summer Session | | $119 | | $119 |
| FP13 | Dublin L.E.A.D. Program Non-Resident | Individual Fee/Summer Session | | $143 | | **Remove** |
| FP14 | After School L.E.A.D. ~~Resident~~ | Individual Fee/Per Session (13 weeks) | | $592 | | $592 |
| FP15 | After School L.E.A.D. Non-Resident | Individual Fee/Per Session | | $710 | | **Remove** |

| | | | | | | |
|---|---|---|---|---|---|---|
| | **Preschool Programs** | | | | | |
| PP1 | Preschool - 3-Year Olds ~~2 days per week Resident~~ | Individual Fee/~~Per Session~~ Per Day (3 Hours) | | $631 | | $33 |
| PP2 | Preschool - 3-Year Olds 2-days per week Non-Resident | Individual Fee/Per Session | | $743 | | **Remove** |
| PP3 | Preschool - 4-Year Olds ~~2 days per week Resident~~ | Individual Fee/~~Per Session~~ Per Day (3 Hours) | | $665 | | $33 |
| PP4 | Preschool - 4-Year Olds 2-days per week Non-Resident | Individual Fee/Per Session | | $784 | | **Remove** |
| PP5 | Preschool - 3-Year Olds 3-days per week Resident | Individual Fee/Per Session | | $908 | | **Remove** |
| PP6 | Preschool - 3-Year Olds 3-days per week Non-Resident | Individual Fee/Per Session | | $1,075 | | **Remove** |
| PP7 | Preschool - 4-Year Olds 3-days per week Resident | Individual Fee/Per Session | | $950 | | **Remove** |

| # | Item / Service | Description / Unit | FY 2024-25 Fees Prior to rounding down | Current Fee | FY 2025-26 Fees Prior to rounding down | Fee Effective 7/1/25 |
|---|---|---|---|---|---|---|
| PP8 | Preschool - 4-Year Olds 3-days per week Non-Resident | Individual Fee/Per Session | | $1,127 | | **Remove** |
| PP9 | Preschool - 4-Year Old Classes 4-days per week Resident | Individual Fee/Per Session | | $1,404 | | **Remove** |
| PP10 | Preschool - 4-Year Old Classes 4-days per week Non-Resident | Individual Fee/Per Session | | $1,671 | | **Remove** |
| PP11 | Little Clovers TK 4-Days Per Week Resident | Individual Fee/Per Session (4 Weeks) | | $400 | | **Remove** |
| PP12 | Little Clovers TK 4-Days Per Week Non-Resident | Individual Fee/Per Session (4 Weeks) | | $480 | | **Remove** |
| PP13 | ~~Little Clovers TK 5-Days Per Week Resident~~ Transistional Kindergarten (TK) - 4-5 Year Olds | Individual Fee/~~Per Session (4 Weeks)~~ Per Day (3 hours) | | $500 | | $33 |
| PP14 | Little Clovers TK 5-Days Per Week Non-Resident | Individual Fee/Per Session (4 Weeks) | | $600 | | **Remove** |
| PP15 | ~~Camp Shamrock Preschool Half day Resident~~ Preschool Camps | Individual Fee/~~Weekly~~ Per Day (3 Hours) | | $128 | | $33 |
| PP16 | Camp Shamrock Preschool Half day Non-Resident | Individual Fee/Weekly | | $154 | | **Remove** |
| | **Senior Center Programs** | | | | | |
| SC1 | Activity Fee ~~Resident~~ | Individual Fee | | $3-$16 | | $3-$16 |
| SC2 | Activity Fee Non-Resident | Individual Fee | | $4-$19 | | **Remove** |
| SC3 | Special Luncheons ~~Resident~~ | Individual Fee | | $10-$21 | | $10-$21 |
| SC4 | Special Luncheons Non-Resident | Individual Fee | | $13-$25 | | **Remove** |
| SC5 | Dances Pre-Registration ~~Resident~~ | Individual Fee | | $10-$26 | | $10-$26 |
| SC6 | Dances Pre-Registration Non-Resident | Individual Fee | | $13-$31 | | **Remove** |
| SC7 | Dances Day-Of Registration ~~Resident~~ | Individual Fee | | $16-$42 | | $16-$42 |
| SC8 | Dances Day-Of Registration Non-Resident | Individual Fee | | $19-$50 | | **Remove** |
| SC9 | City Trips and Tours ~~Resident~~ | Individual Fee/Per trip | | $16-$104 | | $16-$313 |
| SC10 | City Trips and Tours Non-Resident | Individual Fee/Per trip | | $19-$125 | | **Remove** |
| SC11 | Contracted Trips and Tours Resident | Individual Fee/Per trip | | $26-$313 | | **Remove** |
| SC12 | Contracted Trips and Tours Non-Resident | Individual Fee/Per trip | | $31-$375 | | **Remove** |
| | **Sports Programs** | | | | | |
| SP1 | Adult Basketball League ~~Resident~~ | Team Fee/Per Game | | $865 | | $108 |
| SP2 | Adult Basketball League Non-Resident | Team Fee | | $1,038 | | **Remove** |
| SP3 | Adult Softball League ~~Resident~~ | Team Fee/Per Game | | $699 | | $88 |
| SP4 | Adult Softball League Non-Resident | Team Fee | | $838 | | **Remove** |
| SP6 | Youth Winter Junior Warriors Basketball League ~~Resident~~ | Individual Fee/Per Week | | $191 | | $24 |
| SP7 | Youth Winter Junior Warriors Basketball League Non-Resident | Individual Fee | | $229 | | **Remove** |
| SP8 | Youth In-house Sports Camps ~~Resident~~ | Individual Fee/Per Week | | $132 | | $19 |
| SP9 | Youth In-house Sports Camps Non-Resident | Individual Fee | | $158 | | **Remove** |
| SP10 | Youth Tee Ball League ~~Resident~~ | Individual Fee/Per Week | | $125 | | $19 |
| SP11 | Youth Tee Ball League Non-Resident | Individual Fee | | $150 | | **Remove** |
| SP12 | Adult Bocce League ~~Resident~~ | Team Fee/Per Game | | $205 | | $26 |
| SP13 | Adult Bocce League Non-Resident | Team Fee | | $246 | | **Remove** |
| SP14 | Adult Sand Volleyball League ~~Resident~~ | Team Fee/Per Match | | $290 | | $26 |
| SP15 | Adult Sand Volleyball League Non-Resident | Team Fee | | $348 | | **Remove** |
| SP16 | NEW* Adult Pickleball League | Team Fee/Per Match | | New | | $26 |
| | **Wave-Waterpark Admission Fees** | | | | | |
| WV1 | Daily Pass/Children under 2 Admission fees ~~Resident~~ | Individual Fee/Per Class | | $3 | | $3 |
| WV2 | Daily Pass/Children under 2 Admission fees Non-Resident | Individual Fee | | $4 | | **Remove** |
| WV3 | Daily Pass/Under 40" Admission fees ~~Resident~~ | Individual Fee/Per Class | | $14 | | $14 |
| WV4 | Daily Pass/Under 40" Admission fees Non-Resident | Individual Fee | | $17 | | **Remove** |
| WV5 | Daily Pass/Over 40" Admission fees ~~Resident~~ | Individual Fee/Per Class | | $16 | | $16 |
| WV6 | Daily Pass/Over 40" Admission fees Non-Resident | Individual Fee | | $19 | | **Remove** |
| WV7 | Daily Pass/Military Personnel, veterans, reservists, active (up to 3 guests) | Individual Fee | | $10 | | $10 |
| WV8 | Season Pass/Children under 2 Admission fees (Resident only) | Individual Fee | | $21 | | $21 |
| WV9 | Season Pass/Under 40"/Mon-Thu, no holidays, (Resident only) | Individual Fee | | $78 | | $78 |
| WV10 | Season Pass/Over 40"/Mon-Thu, no holidays, (Resident only) | Individual Fee | | $89 | | $89 |
| WV11 | Season Pass/Family/Mon-Thu, no holidays, (Resident only) | Family Fee | | $281 | | $281 |
| | **Wave-Swim Lessons** | | | | | |
| WV12 | Ratio 1 Instructor to 8 Participants ~~Resident~~ | Individual Fee/Per Class | | $10 | | $10 |
| WV13 | Ratio 1 Instructor to 8 Participants Non-Resident | Individual Fee/Per Class | | $13 | | **Remove** |
| WV14 | Ratio 1 Instructor to 6 Participants ~~Resident~~ | Individual Fee/Per Class | | $15 | | $15 |
| WV15 | Ratio 1 Instructor to 6 Participants Non-Resident | Individual Fee/Per Class | | $18 | | **Remove** |
| WV16 | Ratio 1 Instructor to 5 Participants ~~Resident~~ | Individual Fee/Per Class | | $21 | | $21 |
| WV17 | Ratio 1 Instructor to 5 Participants Non-Resident | Individual Fee/Per Class | | $25 | | **Remove** |
| WV18 | Ratio 1 Instructor to 4 Participants ~~Resident~~ | Individual Fee/Per Class | | $27 | | $27 |
| WV19 | Ratio 1 Instructor to 4 Participants Non-Resident | Individual Fee/Per Class | | $33 | | **Remove** |
| WV20 | Ratio 1 Instructor to 2 Participants ~~Resident~~ | Individual Fee/Per Class | | $36 | | $36 |
| WV21 | Ratio 1 Instructor to 2 Participants Non-Resident | Individual Fee/Per Class | | $44 | | **Remove** |
| WV22 | Ratio 1 Instructor to 1 Participant ~~Resident~~ | Individual Fee/Per Class | | $57 | | $57 |
| WV23 | Ratio 1 Instructor to 1 Participant Non-Resident | Individual Fee/Per Class | | $69 | | **Remove** |
| | Note: Total number of classes per session will vary. | | | | | |
| | **Wave-Swim Team** | | | | | |
| WV24 | Junior Green Gators ~~Resident~~ | Individual Fee/Per Class | | $13 | | $13 |
| WV25 | Junior Green Gators Non-Resident | Individual Fee/Per Class | | $16 | | **Remove** |
| WV26 | Green Gators ~~Resident~~ | Individual Fee/Per Season | | $359 | | $359 |
| WV27 | Green Gators Non-Resident | Individual Fee/Per Season | | $431 | | **Remove** |
| | Note: Junior Green Gators is based on 2 days/week or 4 days/week. Total number of classes per session will vary. | | | | | |
| | **Wave-Recreational and Other** | | | | | |

| # | Item / Service | Description / Unit | FY 2024-25 Fees Prior to rounding down | Current Fee | FY 2025-26 Fees Prior to rounding down | Fee Effective 7/1/25 |
|---|---|---|---|---|---|---|
| WV28 | Lap Swim/Water Walking ~~Resident~~ | Individual Fee/Per visit | | $6 | | $6 |
| WV29 | Lap Swim/Water Walking Non-Resident | Individual Fee/Per visit | | $8 | | **Remove** |
| WV30 | Kid's Night Out - ~~Resident~~ | Individual Fee | | $40-$70 | | $40-$70 |
| WV31 | Kid's Night Out - Non-Resident | Individual Fee | | $48-$84 | | **Remove** |
| WV32 | Birthday Party Package - Summer Season ~~Resident~~ | Individual Fee/Per Party | | $31 | | $31 |
| WV33 | Birthday Party Package - Summer Season Non-Resident | Individual Fee/Per Party | | $38 | | **Remove** |
| WV34 | Birthday Party Package - Off-Season ~~Resident~~ | Individual Fee/Per Party | | $23 | | $23 |
| WV35 | Birthday Party Package - Off-Season Non-Resident | Individual Fee/Per Party | | $28 | | **Remove** |
| WV36 | Public Address Announcements ~~Residents~~ | 3 announcements | | $26 | | $26 |
| WV37 | Public Address Announcements Non-Residents | 3 announcements | | $31 | | **Remove** |
| WV38 | Recreational Swim/Under 2 Years ~~Resident~~ | Individual Fee/Per Visit | | $3 | | $3 |
| WV39 | Recreational Swim/Under 2 Years Non-Resident | Individual Fee/Per Visit | | $4 | | **Remove** |
| WV40 | Recreational Swim/Over 2 Years ~~Resident~~ | Individual Fee/Per Visit | | $6 | | $6 |
| WV41 | Recreational Swim/Over 2 Years Non-Resident | Individual Fee/Per Visit | | $9 | | **Remove** |
| WV42 | *New* Adaptive Rec Swim | Individual Fee/Per Visit | | New | | $6 |
| | **HERITAGE PARK & MUSEUMS** | | | | | |
| HP1 | Heritage Park Drop-In Programs | Heritage Park Drop-In Programs Per Person | | Resident $3<br>Non-Resident $4 | | $3 |
| HP2 | Ghosts Of Dublin Tour | Per Person Admission Fee | | Resident $15<br>Non-Resident $18 | | $15 |
| HP3 | Weekend History Events | Per Person Per Event | | Resident $5-$15<br>Non-Resident $6-$18 | | $5-$15 |
| HP4 | Group Tours | Per Person Per Tour | | Resident $5<br>Non-Resident $6 | | $5 |
| HP5 | School Field Trips | Per Student Per Field Trip | | Resident $4<br>Non-Resident $5 | | $4 |
| HP6 | Pioneer Activity | Per Student Per Activity | | Resident $1.50<br>Non-Resident $2.50 | | $2 |
| HP7 | Group Tours Resident | Individual Fee/Per Tour | | $5 | | **Remove** |
| HP8 | Group Tours Non-Resident | Individual Fee/Per Tour | | $6 | | **Remove** |
| HP9 | School Field Trips Resident | Individual Fee/Per Trip | | $4 | | **Remove** |
| HP10 | School Field Trips Non-Resident | Individual Fee/Per Trip | | $5 | | **Remove** |
| HP11 | Pioneer Activity ~~Resident~~ | Individual Fee/Per Visit | | $2 | | $3 |
| HP12 | Pioneer Activity Non-Resident | Individual Fee/Per Visit | | $3 | | **Remove** |
| | **Community Garden - $50 deposit** | | | | | |
| CG1 | Yearly Garden Plot - (Resident Only) | Individual Fee/Per Year | | $50 | | $50 |
| CG2 | Garden Plot Deposit Fee (Refundable) | Individual Fee/Per Year | | $50 | | $50 |
| | **Contract Classes** | | | | | |
| | For all Contract Instructor Activities, Fees for Residents and for Non-Residents may vary. The fees are based on the contract agreements with each instructor and are subject to change at the discretion of the Parks & Community Services Director. | | | VARIES | | VARIES |
| **Section 10.2: Parks & Community Services Program Fees - Cemetery Fees for Heritage & Cultural Arts Center** | | | | | | |
| CF1 | Interment Fees Cremation Burial | Per Burial | | $375 | | $375 |
| CF2 | Interment Fees Earth Burial | Per Burial | | $6,800 | | $6,800 |
| CF5 | Memorial Hawthorn Tree with Plaque, No Human Remains | Per Tree | | $800 | | $800 |
| CF6 | Memorial Brick with Personalized Inscription, No Human Remains | Per Brick | | $350-$482 | | $350-$482 |
| CF7 | Adopt a Bench New with engraved plaque | Per Bench | | $2,500 | | $2,500 |
| CF8 | Adopt a Bench Existing with engraved plaque | Per Bench | | $1,500 | | $1,500 |
| **Section 10.3: Parks & Community Services Program Fees - Facility Rental Fees** | | | | | | |
| | Unless otherwise noted, all Parks & Community Services Fees listed are for Dublin Residents or Dublin-based Businesses. The fees for Non-Residents or Non-Dublin Businesses shall be 20% higher.<br>Group 1: Public Agencies - County of Alameda, Dublin-San Ramon Services District, Dublin Unified School District<br>Group 2: Dublin Based Non-Profits - Chamber of Commerce, Charitable and Social Welfare Organizations, Homeowners Associations, and Sports League Organizations<br>Group 3: Individuals and Other Groups - Dublin Residents and Charitable Groups Not Approved for Group 2<br>Group 4: Commercial - Dublin-Based Businesses | | | | | |
| | **Additional Facility Rental Fees for Amenities** | | | | | |
| FR1 | Dance Floor, Stage, Piano, Linens, Cocktail Tables, Patio Heaters, Etc. | Per Amenity | | $15-$200 | | $15-$200 |
| FR2 | Groups 1 and 2 Setup and Takedown Only During Business Hours | Per Hour/Per Staff | | $18 | | $18 |
| | **Civic Center Rental (Council Chambers & Regional Meeting Room) *Deposit of $500 (Update)** | | | | | |
| FR3 | Groups 1 and 2 for purpose of meetings | Per Hour | | No Fee | | No Fee |
| FR4 | Group 3 ~~Resident~~ | Per Hour | | $94 | | $94 |
| FR5 | Group 3 Non-Resident | Per Hour | | $113 | | **Remove** |
| FR6 | Group 4 ~~Resident~~ | Per Hour | | $125 | | $125 |
| FR7 | Group 4 Non-Resident | Per Hour | | $150 | | **Remove** |
| | **Heritage Park & Museums Facility Rental - St. Raymond Church *Deposit of $500 (Update)** | | | | | |
| | **St. Raymond Church** | | | | | |
| FR38 | Group 1 and 2 for purpose of meetings outside of business hours | Per Hour/Per Staff | | $18 | | $18 |
| FR39 | Group 3 ~~Resident~~ | Per Hour | | $63 | | $63 |
| FR40 | Group 3 Non-Resident | Per Hour | | $75 | | **Remove** |
| FR41 | Group 4 ~~Resident~~ | Per Hour | | $83 | | $83 |
| FR42 | Group 4 Non-Resident | Per Hour | | $100 | | **Remove** |
| FR43 | Group 3 Discount on Mutiple Rooms | Percentage/Per Hourly Rate | | 10% | | 10% |

| # | Item / Service | Description / Unit | FY 2024-25 Fees Prior to rounding down | Current Fee | FY 2025-26 Fees Prior to rounding down | Fee Effective 7/1/25 |
|---|---|---|---|---|---|---|
| | **St. Raymond Church Outdoor Patio Monday-Thursday as a Standalone** | | | | | |
| FR44 | Group 1 and 2 for purpose of meetings outside of business hours | Per Hour/Per Staff | | $18 | | $19 |
| FR45 | Group 3 ~~Resident~~ | Per Hour | | $60 | | $60 |
| FR46 | Group 3 Non-Resident | Per Hour | | $72 | | **Remove** |
| FR47 | Group 4 ~~Resident~~ | Per Hour | | $80 | | $80 |
| FR48 | Group 4 Non-Resident | Per Hour | | $96 | | **Remove** |
| FR49 | Group 3 Discount on Mutiple Rooms | Percentage/Per Hourly Rate | | 10% | | 10% |
| | **Kolb Sunday School Barn** | | | | | |
| FR50 | Group 1 and 2 for purpose of meetings outside of business hours | Per Hour/Per Staff | | $28 | | $28 |
| FR51 | Group 3 ~~Resident~~ | Per Hour | | $111 | | $111 |
| FR52 | Group 3 Non-Resident | Per Hour | | $134 | | **Remove** |
| FR53 | Group 4 ~~Resident~~ | Per Hour | | $150 | | $150 |
| FR54 | Group 4 Non-Resident | Per Hour | | $180 | | **Remove** |
| FR55 | Group 3 Discount on Mutiple Rooms | Percentage/Per Hourly Rate | | 10% | | 10% |
| | **Lawn Area - Refundable Deposit $500** | | | | | |
| FR56 | Group 1 and 2 for purpose of meetings outside of business hours | Per Hour/Per Staff | | $18 | | $19 |
| FR57 | Group 3 ~~Resident~~ | Per Hour | | $78 | | $78 |
| FR58 | Group 3 Non-Resident | Per Hour | | $94 | | **Remove** |
| FR59 | Group 4 ~~Resident~~ | Per Hour | | $104 | | $104 |
| FR60 | Group 4 Non-Resident | Per Hour | | $125 | | **Remove** |
| | **Library Community Room - Refundable Deposit of $500** | | | | | |
| FR61 | Groups 1 and 2 for purpose of meetings | Per Hour | | No Fee | | No Fee |
| FR62 | Group 3 ~~Resident~~ | Per Hour | | $94 | | $94 |
| FR63 | Group 3 Non-Resident | Per Hour | | $113 | | **Remove** |
| FR64 | Group 4 ~~Resident~~ | Per Hour | | $125 | | $125 |
| FR65 | Group 4 Non-Resident | Per Hour | | $150 | | **Remove** |
| | | | | | | |
| | **Library Program Room - Refundable Deposit of $500** | | | | | |
| FR128 | Groups 1 and 2 for purpose of meetings | Per Hour | | No Fee | | No Fee |
| FR129 | Group 3 ~~Resident~~ | Per Hour | | $94 | | $94 |
| FR130 | Group 3 Non-Resident | Per Hour | | $113 | | **Remove** |
| FR131 | Group 4 ~~Resident~~ | Per Hour | | $125 | | $125 |
| FR132 | Group 4 Non-Resident | Per Hour | | $150 | | **Remove** |
| | | | | | | |
| | **Senior Center Facility Rental Fees** | | | | | |
| | **Ballroom - Refundable Deposit $750** | | | | | |
| FR66 | Groups 1 and 2 (Outside of Business Hours) | Per Hour | | $51 | | $51 |
| FR67 | Group 3 ~~Resident~~ | Per Hour | | $207 | | $207 |
| FR68 | Group 3 Non-Resident | Per Hour | | $247 | | **Remove** |
| FR69 | Group 4 ~~Resident~~ | Per Hour | | $274 | | $274 |
| FR70 | Group 4 Non-Resident | Per Hour | | $330 | | **Remove** |
| | **Kitchen (separate from Ballroom rental) Minimum 3 hour rental, only permitted Monday-Thursday-Refundable Deposit $750** | | | | | |
| FR71 | Groups 1 and 2 (During Business Hours) | Per Hour | | $18 | | $19 |
| FR72 | Groups 1 and 2 (Outside of Business Hours) | Per Hour | | $24 | | $24 |
| FR73 | Group 3 ~~Resident~~ | Per Hour | | $83 | | $83 |
| FR74 | Group 3 Non-Resident | Per Hour | | $100 | | **Remove** |
| FR75 | Group 4 ~~Resident~~ | Per Hour | | $120 | | $120 |
| FR76 | Group 4 Non-Resident | Per Hour | | $144 | | **Remove** |
| | **Classroom A - Refundable Deposit $500** | | | | | |
| FR77 | Groups 1 and 2 (Outside of Business Hours) | Per Hour | | $18 | | $19 |
| FR78 | Group 3 ~~Resident~~ | Per Hour | | $42 | | $42 |
| FR79 | Group 3 Non-Resident | Per Hour | | $49 | | **Remove** |
| FR80 | Group 4 ~~Resident~~ | Per Hour | | $55 | | $55 |
| FR81 | Group 4 Non-Resident | Per Hour | | $65 | | **Remove** |
| | **Classroom B - Refundable Deposit $500** | | | | | |
| FR83 | Groups 1 and 2 (Outside of Business Hours) | Per Hour | | $18 | | **Remove** |
| FR84 | Group 3 Resident | Per Hour | | $31 | | **Remove** |
| FR85 | Group 3 Non-Resident | Per Hour | | $37 | | **Remove** |
| FR86 | Group 4 Resident | Per Hour | | $43 | | **Remove** |
| FR87 | Group 4 Non-Resident | Per Hour | | $51 | | **Remove** |
| | **Classroom C/D - Refundable Deposit $500** | | | | | |
| FR88 | Groups 1 and 2 (Outside of Business Hours) | Per Hour | | $18 | | $19 |
| FR89 | Group 3 ~~Resident~~ | Per Hour | | $42 | | $42 |
| FR90 | Group 3 Non-Resident | Per Hour | | $49 | | **Remove** |
| FR91 | Group 4 ~~Resident~~ | Per Hour | | $55 | | $55 |
| FR92 | Group 4 Non-Resident | Per Hour | | $65 | | **Remove** |
| | **Meeting Room - Refundable Deposit $500** | | | | | |
| FR93 | Groups 1 and 2 (For purpose of meeting) | Per Hour | | $18 | | $18 |
| FR94 | Group 3 ~~Resident~~ | Per Hour | | $19 | | $19 |
| FR95 | Group 3 Non-Resident | Per Hour | | $22 | | **Remove** |
| FR96 | Group 4 ~~Resident~~ | Per Hour | | $25 | | $25 |
| FR97 | Group 4 Non-Resident | Per Hour | | $30 | | **Remove** |
| | **Lounge - Refundable Deposit $500** | | | | | |
| FR133 | Groups 1 and 2 (For Purpose of Meeting) | Per Hour | | $12 | | $12 |
| FR134 | Group 3 ~~Resident~~ | Per Hour | | $48 | | $48 |
| FR135 | Group 3 Non-Resident | Per Hour | | $58 | | **Remove** |
| FR136 | Group 4 ~~Resident~~ | Per Hour | | $64 | | $64 |
| FR137 | Group 4 Non-Resident | Per Hour | | $77 | | **Remove** |
| | | | | | | |
| | **Shannon Center Facility Rental Fees** | | | | | |

| # | Item / Service | Description / Unit | FY 2024-25 Fees Prior to rounding down | Current Fee | FY 2025-26 Fees Prior to rounding down | Fee Effective 7/1/25 |
|---|---|---|---|---|---|---|
| | **Ambrose Hall - Refundable Deposit $750** | | | | | |
| FR98 | Groups 1 and 2 (Outside of Business Hours) | Per Hour | | $95 | | $95 |
| FR99 | Group 3 ~~Resident~~ | Per Hour | | $279 | | $279 |
| FR100 | Group 3 Non-Resident | Per Hour | | $335 | | **Remove** |
| FR101 | Group 4 ~~Resident~~ | Per Hour | | $370 | | $370 |
| FR102 | Group 4 Non-Resident | Per Hour | | $444 | | **Remove** |
| | **Outdoor Patio (separate from Ballroom rental) Only Permitted Monday-Thursday - Refundable Deposit $500** | | | | | |
| FR103 | Groups 1 and 2 (Outside of Business Hours) | Per Hour | | $31 | | $31 |
| FR104 | Group 3 ~~Resident~~ | Per Hour | | $123 | | $123 |
| FR105 | Group 3 Non-Resident | Per Hour | | $148 | | **Remove** |
| FR106 | Group 4 ~~Resident~~ | Per Hour | | $164 | | $164 |
| FR107 | Group 4 Non-Resident | Per Hour | | $197 | | **Remove** |
| | **Kitchen (separate from Ballroom rental) Minimum 3 hour rental, only permitted on weekdays - Refundable Deposit $750** | | | | | |
| FR108 | Groups 1 and 2 (Outside of Business Hours) | Per Hour | | $24 | | $24 |
| FR109 | Group 3 ~~Resident~~ | Per Hour | | $83 | | $83 |
| FR110 | Group 3 Non-Resident | Per Hour | | $100 | | **Remove** |
| FR111 | Group 4 ~~Resident~~ | Per Hour | | $120 | | $120 |
| FR112 | Group 4 Non-Resident | Per Hour | | $144 | | **Remove** |
| | **Multipurpose Room - Refundable Deposit $500** | | | | | |
| FR113 | Groups 1 and 2 Outside of Business Hours | Per Hour | | $26 | | $26 |
| FR114 | Group 3 ~~Resident~~ | Per Hour | | $78 | | $78 |
| FR115 | Group 3 Non-Resident | Per Hour | | $94 | | **Remove** |
| FR116 | Group 4 ~~Resident~~ | Per Hour | | $104 | | $104 |
| FR117 | Group 4 Non-Resident | Per Hour | | $124 | | **Remove** |
| | **Classroom - Refundable Deposit $500** | | | | | |
| FR118 | Groups 1 and 2 (Outside of Business Hours) | Per Hour | | $18 | | $18 |
| FR119 | Group 3 ~~Resident~~ | Per Hour | | $33 | | $33 |
| FR120 | Group 3 Non-Resident | Per Hour | | $41 | | **Remove** |
| FR121 | Group 4 ~~Resident~~ | Per Hour | | $45 | | $45 |
| FR122 | Group 4 Non-Resident | Per Hour | | $54 | | **Remove** |
| | **Stager Gym Facility Rental Fees** | | | | | |
| | **Stager Gym - Refundable Deposit $500** | | | | | |
| FR123 | Groups 1 and 2 | Per Hour | | $42 | | $42 |
| FR124 | Group 3 ~~Resident~~ | Per Hour | | $63 | | $63 |
| FR125 | Group 3 Non-Resident | Per Hour | | $75 | | **Remove** |
| FR126 | Group 4 ~~Resident~~ | Per Hour | | $83 | | $83 |
| FR127 | Group 4 Non-Resident | Per Hour | | $100 | | **Remove** |
| | **The Wave Rentals** | | | | | |
| | **Full Park Buyout: Paul McCreary Sports Pool, Natatorium, Children's Splash Zone, and Waterslide Tower - Deposit $750** | | | | | |
| WR1 | Group 1, Group 2, and Group 3 ~~Resident~~ | Per Hour | | $1,250 | | $1,250 |
| WR2 | Group 3 Non-Resident | Per Hour | | $1,500 | | **Remove** |
| WR3 | Group 4 | Per Hour | | $1,824 | | $1,824 |
| | **Children's Splash Zone - Deposit $500** | | | | | |
| WR4 | Group 1, Group 2, and Group 3 ~~Resident~~ | Per Hour | | $344 | | $344 |
| WR5 | Group 3 Non-Resident | Per Hour | | $413 | | **Remove** |
| WR6 | Group 4 | Per Hour | | $521 | | $521 |
| | **Lower Level of Tower: Mt. Diablo, Golden Wave, and Riptide Rider - Deposit $500** | | | | | |
| WR7 | Group 1, Group 2, and Group 3 ~~Resident~~ | Per Hour | | $396 | | $396 |
| WR8 | Group 3 Non-Resident | Per Hour | | $475 | | **Remove** |
| WR9 | Group 4 | Per Hour | | $584 | | $584 |
| | **Full Waterslide Tower: Emerald Plunge, Shamrock Swirl, and Dublin Screamer - Deposit $500** | | | | | |
| WR10 | Group 1, Group 2, and Group 3 ~~Resident~~ | Per Hour | | $469 | | $469 |
| WR11 | Group 3 Non-Resident | Per Hour | | $563 | | **Remove** |
| WR12 | Group 4 | Per Hour | | $709 | | $709 |
| | **Natatorium - Deposit $500** | | | | | |
| WR13 | Group 1, Group 2, and Group 3 ~~Resident~~ | Per Hour | | $292 | | $292 |
| WR14 | Group 3 Non-Resident | Per Hour | | $354 | | **Remove** |
| WR15 | Group 4 | Per Hour | | $427 | | $427 |
| | **Paul McCreary Sports Pool During Normal Operating Hours - Deposit $500** | | | | | |
| WR16 | Group 1, Group 2, and Group 3 ~~Resident~~ | Per Hour | | $292 | | $292 |
| WR17 | Group 3 Non-Resident | Per Hour | | $350 | | **Remove** |
| WR18 | Group 4 | Per Hour | | $427 | | $427 |
| | **Swim Lane Paul McCreary Sports Pool During Normal Operating Hours** | | | | | |
| WR19 | Group 1, Group 2, and Group 3 ~~Resident~~ | Per Hour | | $13 | | $13 |
| WR20 | Group 3 Non-Resident | Per Hour | | $15 | | **Remove** |
| WR21 | Group 4 | Per Hour | | $20 | | $20 |
| | **Community Room - Deposit $500** | | | | | |
| WR22 | Group 1, Group 2, and Group 3 ~~Resident~~ | Per Hour | | $111 | | $111 |
| WR23 | Group 3 Non-Resident | Per Hour | | $134 | | **Remove** |
| WR24 | Group 4 | Per Hour | | $171 | | $171 |
| | **Boardwalk - Refundable Deposit $500** | | | | | |
| WR22 | Group 1, Group 2, and Group 3 ~~Resident~~ | Per Hour | | $275 | | $275 |
| WR23 | Group 3 Non-Resident | Per Hour | | $330 | | **Remove** |
| WR24 | Group 4 | Per Hour | | $429 | | $429 |
| | **Concessions Stand - Refundable Deposit $500** | | | | | |
| WR22 | Group 1, Group 2, and Group 3 ~~Resident~~ | Per Hour | | $36 | | $36 |

| # | Item / Service | Description / Unit | FY 2024-25 Fees Prior to rounding down | Current Fee | FY 2025-26 Fees Prior to rounding down | Fee Effective 7/1/25 |
|---|---|---|---|---|---|---|
| WR23 | Group 3 Non-Resident | Per Hour | | $43 | | **Remove** |
| WR24 | Group 4 | Per Hour | | $54 | | $54 |
| | **Amenities and Services** | | | | | |
| WR25 | Cabana - Weekday ~~Resident~~ | Per Day | | $83 | | $83 |
| WR26 | Cabana - Weekday Non-Resident | Per Day | | $100 | | **Remove** |
| WR27 | Cabana - Weekend ~~Resident~~ | Per Day | | $94 | | $94 |
| WR28 | Cabana - Weekend Non-Resident | Per Day | | $113 | | **Remove** |
| WR29 | Luxury Lounges (2) ~~Resident~~ | Per Day | | $42 | | $42 |
| WR30 | Luxury Lounges (2) Non-Resident | Per Day | | $50 | | **Remove** |
| WR31 | Additional Staff | Per Staff/Per Hour | | $34 | | $34 |
| WR32 | Technology and Equipment Package for Competition | Per Day | | $500 | | $500 |
| WR33 | Individuals or Other Groups | Per Locker/Per Size | | $6-$20 | | $6-$20 |

**Section 10.4: Parks & Community Services Program Fees - Picnic Area, Amphitheater, and Event Space Rental Fees**

**Park Picnic Area Rentals**

Unless otherwise noted, all Parks & Community Services Fees listed are for Dublin Residents or Dublin-based Businesses. The fees for Non-Residents or Non-Dublin Businesses shall be 20% higher.
Group 1: Public Agencies - County of Alameda, Dublin-San Ramon Services District, Dublin Unified School District
Group 2: Dublin Based Non-Profits - Chamber of Commerce, Charitable and Social Welfare Organizations, Homeowners Associations, and Sports League Organizations
Group 3: Individuals and Other Groups - Dublin Residents and Charitable Groups Not Approved for Group 2
Group 4: Commercial - Dublin-Based Businesses

| | | | | | | |
|---|---|---|---|---|---|---|
| | **Groups 1 and 2** | | | | | |
| PR1 | Seats 200 | Per 4 Hours/Each Additional Hour | | $100/$25 | | $25 |
| PR2 | Seats 96 | Per 4 Hours/Each Additional Hour | | $48/$12 | | $12 |
| PR3 | Seats 80 | Per 4 Hours/Each Additional Hour | | $44/$11 | | $11 |
| PR4 | Seats 64 | Per 4 Hours/Each Additional Hour | | $32/$8 | | $8 |
| PR5 | Seats 56 | Per 4 Hours/Each Additional Hour | | $28/$7 | | $7 |
| PR6 | Seats 48 | Per 4 Hours/Each Additional Hour | | $24/$6 | | $6 |
| PR7 | Seats 36 | Per 4 Hours/Each Additional Hour | | $18/$5 | | $5 |
| PR8 | Seats 24 | Per 4 Hours/Each Additional Hour | | $12/$3 | | $3 |
| PR9 | Seats 18 | Per 4 Hours/Each Additional Hour | | $12/$3 | | $3 |
| | **Group 3 ~~Resident~~** | | | | | |
| PR10 | Seats 200 | Per 4 Hours/Each Additional Hour | | $300/$75 | | $75 |
| PR12 | Seats 96 | Per 4 Hours/Each Additional Hour | | $144/$36 | | $36 |
| PR14 | Seats 80 | Per 4 Hours/Each Additional Hour | | $120/$30 | | $30 |
| PR16 | Seats 64 | Per 4 Hours/Each Additional Hour | | $96/$24 | | $24 |
| PR18 | Seats 56 | Per 4 Hours/Each Additional Hour | | $84/$21 | | $21 |
| PR20 | Seats 48 | Per 4 Hours/Each Additional Hour | | $72/$18 | | $18 |
| PR22 | Seats 36 | Per 4 Hours/Each Additional Hour | | $54/$14 | | $14 |
| PR24 | Seats 24 | Per 4 Hours/Each Additional Hour | | $36/$9 | | $9 |
| PR26 | Seats 18 | Per 4 Hours/Each Additional Hour | | $28/$7 | | $7 |
| | **Group 3 Non-Resident** | | | | | |
| PR11 | Seats 200 | Per 4 Hours/Each Additional Hour | | $3650/$90 | | **Remove** |
| PR13 | Seats 96 | Per 4 Hours/Each Additional Hour | | $173/$43 | | **Remove** |
| PR15 | Seats 80 | Per 4 Hours/Each Additional Hour | | $144/$36 | | **Remove** |
| PR17 | Seats 64 | Per 4 Hours/Each Additional Hour | | $115/$29 | | **Remove** |
| PR19 | Seats 56 | Per 4 Hours/Each Additional Hour | | $101/$25 | | **Remove** |
| PR21 | Seats 48 | Per 4 Hours/Each Additional Hour | | $86/$22 | | **Remove** |
| PR23 | Seats 36 | Per 4 Hours/Each Additional Hour | | $65/$16 | | **Remove** |
| PR25 | Seats 24 | Per 4 Hours/Each Additional Hour | | $43/$11 | | **Remove** |
| PR27 | Seats 18 | Per 4 Hours/Each Additional Hour | | $36/$9 | | **Remove** |
| | **Group 4 ~~Residents~~** | | | | | |
| PR28 | Seats 200 | Per 4 Hours/Each Additional Hour | | $400/$100 | | $100 |
| PR30 | Seats 96 | Per 4 Hours/Each Additional Hour | | $192/$48 | | $48 |
| PR32 | Seats 80 | Per 4 Hours/Each Additional Hour | | $152/$38 | | $38 |
| PR34 | Seats 64 | Per 4 Hours/Each Additional Hour | | $127/$32 | | $32 |
| PR36 | Seats 56 | Per 4 Hours/Each Additional Hour | | $112/$28 | | $28 |
| PR38 | Seats 48 | Per 4 Hours/Each Additional Hour | | $96/$24 | | $24 |
| PR40 | Seats 36 | Per 4 Hours/Each Additional Hour | | $72/$18 | | $18 |
| PR42 | Seats 24 | Per 4 Hours/Each Additional Hour | | $48/$12 | | $12 |
| PR44 | Seats 18 | Per 4 Hours/Each Additional Hour | | $36/$9 | | $9 |
| | **Group 4 Non-Residents** | | | | | |
| PR29 | Seats 200 | Per 4 Hours/Each Additional Hour | | $480/$120 | | **Remove** |
| PR31 | Seats 96 | Per 4 Hours/Each Additional Hour | | $230/$58 | | **Remove** |
| PR33 | Seats 80 | Per 4 Hours/Each Additional Hour | | $182/$46 | | **Remove** |
| PR35 | Seats 64 | Per 4 Hours/Each Additional Hour | | $152/$38 | | **Remove** |
| PR37 | Seats 56 | Per 4 Hours/Each Additional Hour | | $134/$34 | | **Remove** |
| PR39 | Seats 48 | Per 4 Hours/Each Additional Hour | | $115/$29 | | **Remove** |
| PR41 | Seats 36 | Per 4 Hours/Each Additional Hour | | $86/$22 | | **Remove** |
| PR43 | Seats 24 | Per 4 Hours/Each Additional Hour | | $58/$15 | | **Remove** |
| PR45 | Seats 18 | Per 4 Hours/Each Additional Hour | | $44/$11 | | **Remove** |

| | | | | | | |
|---|---|---|---|---|---|---|
| | **Emerald Glen Amphitheater Fees** | | | | | |
| AM1 | Group 1 | Daily Fee | | $216 | | $216 |
| AM2 | Group 2 | Daily Fee | | $490 | | $490 |
| AM3 | Group 3 ~~Resident~~ | Daily Fee | | $651 | | $651 |

| # | Item / Service | Description / Unit | FY 2024-25 Fees Prior to rounding down | Current Fee | FY 2025-26 Fees Prior to rounding down | Fee Effective 7/1/25 |
|---|---|---|---|---|---|---|
| AM4 | Group 3 Non-Resident | Daily Fee | | $782 | | **Remove** |
| AM5 | Group 4 ~~Resident~~ | Daily Fee | | $867 | | $867 |
| AM6 | Group 4 Non-Resident | Daily Fee | | $1,040 | | **Remove** |
| | | | | | | |
| **Section 10.5: Parks & Community Services Program Fees - Sports Fields Rental Fees** | | | | | | |
| | Unless otherwise noted, all Parks & Community Services Fees listed are for Dublin Residents or Dublin-based Businesses. The fees for Non-Residents or Non-Dublin Businesses shall be 20% higher. | | | | | |
| | Group 1: Public Agencies - County of Alameda, Dublin-San Ramon Services District, Dublin Unified School District | | | | | |
| | Group 2: Approved Dublin Based Youth Sports League Organizations - at least 75% Dublin Residents | | | | | |
| | Group 3: Dublin Based Non-Profits and Approved Adult Sports League Organizations (51% residents) - Chamber of Commerce, Charitable and Social Welfare Organizations, and Homeowners Associations | | | | | |
| | Group 4: Individuals and Other Groups - Dublin Residents and Charitable Groups Not Approved for Group 3 | | | | | |
| | Group 5: Commercial - Dublin-Based Businesses | | | | | |
| **New** | **Community Event Permit Application Fee** | | | | | |
| ES1 | Community Event Permit Application Fee | All Groups | | New | | $325 |
| | | | | | | |
| **New** | **Special Event Open Space Fees - Refundable Deposit $500** | | | | | |
| ES2 | Groups 1 and 2 | Per Space/Per Hour | | New | | $14 |
| ES3 | Group 3 | Per Space/Per Hour | | New | | $36 |
| ES4 | Group 4 | Per Space/Per Hour | | New | | $44 |
| ES5 | Group 5 | Per Space/Per Hour | | New | | $70 |
| | | | | | | |
| | **Grass Fields - Refundable Deposit $250 Per Field** | | | | | |
| SR1 | Groups 1 and 2 | Per Field/Per Hour | | $7 | | $7 |
| SR2 | Group 3 | Per Field/Per Hour | | $18 | | $18 |
| SR3 | Group 4 ~~Residents~~ | Per Field/Per Hour | | $22 | | $22 |
| SR4 | Group 4 Non-Residents | Per Field/Per Hour | | $26 | | **Remove** |
| SR5 | Group 5 ~~Residents~~ | Per Field/Per Hour | | $35 | | $35 |
| SR6 | Group 5 Non-Residents | Per Field/Per Hour | | $42 | | **Remove** |
| | | | | | | |
| | **Synthetic Turf Fields - Refundable Deposit $250 Per Field** | | | | | |
| SR7 | Groups 1 and 2 | Per Field/Per Hour | | $26 | | $26 |
| SR8 | Group 3 | Per Field/Per Hour | | $52 | | $52 |
| SR9 | Group 4 ~~Residents~~ | Per Field/Per Hour | | $65 | | $65 |
| SR10 | Group 4 Non-Residents | Per Field/Per Hour | | $78 | | **Remove** |
| SR11 | Group 5 ~~Residents~~ | Per Field/Per Hour | | $104 | | $104 |
| SR12 | Group 5 Non-Residents | Per Field/Per Hour | | $125 | | **Remove** |
| | | | | | | |
| | **Cricket Pitch - Refundable Deposit $250 Per Field** | | | | | |
| SR13 | Groups 1 and 2 | Per Field/Per Hour | | $78 | | $78 |
| SR14 | Group 3 | Per Field/Per Hour | | $124 | | $124 |
| SR15 | Group 4 ~~Residents~~ | Per Field/Per Hour | | $195 | | $195 |
| SR16 | Group 4 Non-Residents | Per Field/Per Hour | | $234 | | **Remove** |
| SR17 | Group 5 ~~Residents~~ | Per Field/Per Hour | | $259 | | $259 |
| SR18 | Group 5 Non-Residents | Per Field/Per Hour | | $310 | | **Remove** |
| | | | | | | |
| | **Sports Lighting** | | | | | |
| SR19 | Groups 1 and 2 | Per Field/Per Hour | | $26 | | $26 |
| SR20 | Group 3 | Per Field/Per Hour | | $28 | | $28 |
| SR21 | Group 4 ~~Residents~~ | Per Field/Per Hour | | $35 | | $35 |
| SR22 | Group 4 Non-Residents | Per Field/Per Hour | | $43 | | **Remove** |
| SR23 | Group 5 ~~Residents~~ | Per Field/Per Hour | | $57 | | $57 |
| SR24 | Group 5 Non-Residents | Per Field/Per Hour | | $68 | | **Remove** |
| | | | | | | |
| | **Other** | | | | | |
| SR25 | Administration Charge for Field Cancellations and Permit Changes | Per Cancellation/Permit Change | | $25 | | $25 |
| **For Tournaments, an hourly Facility Attendant fee in addition to the rental fees will be charged. Please refer to the Sports Fields Use Policy for more information.** | | | | | | |
| | | | | | | |
| | **Court Rentals (Basketball, Pickleball, Tennis)** | | | | | |
| CTR1 | Groups 1 and 2 | Per Court/Per Hour | | $5 | | $5 |
| CTR2 | Group 3 | Per Court/Per Hour | | $7 | | $7 |
| CTR3 | Group 4 ~~Resident~~ | Per Court/Per Hour | | $10 | | $10 |
| CTR4 | Group 4 Non-Resident | Per Court/Per Hour | | $12 | | **Remove** |
| CTR5 | Group 5 ~~Resident~~ | Per Court/Per Hour | | $16 | | $16 |
| CTR6 | Group 5 Non-Resident | Per Court/Per Hour | | $19 | | **Remove** |
| | | | | | | |
| | **Cricket Multi-Use Cages** | | | | | |
| CR1 | Groups 1 and 2 | Per Cage/Per Hour | | $16 | | $16 |
| CR2 | Group 3 | Per Cage/Per Hour | | $16 | | $16 |
| CR3 | Group 4 ~~Residents~~ | Per Cage/Per Hour | | $19 | | $19 |
| CR4 | Group 4 Non-Residents | Per Cage/Per Hour | | $23 | | **Remove** |
| CR5 | Group 5 ~~Residents~~ | Per Cage/Per Hour | | $23 | | $23 |
| CR6 | Group 5 Non-Residents | Per Cage/Per Hour | | $23 | | **Remove** |
| | | | | | | |
| | **Sand Volleyball Court Rentals** | | | | | |
| SVR1 | Groups 1 and 2 | Per Court/Per Hour | | $7 | | $7 |
| SVR2 | Group 3 | Per Court/Per Hour | | $18 | | $18 |
| SVR3 | Group 4 ~~Resident~~ | Per Court/Per Hour | | $22 | | $22 |
| SVR4 | Group 4 Non-Resident | Per Court/Per Hour | | $26 | | **Remove** |

| # | Item / Service | Description / Unit | FY 2024-25 Fees Prior to rounding down | Current Fee | FY 2025-26 Fees Prior to rounding down | Fee Effective 7/1/25 |
|---|---|---|---|---|---|---|
| SVR5 | Group 5 ~~Resident~~ | Per Court/Per Hour | | $35 | | $35 |
| SVR6 | Group 5 Non-Resident | Per Court/Per Hour | | $42 | | **Remove** |
| **Section 10.6: Parks & Community Services - Dublin Art Center (DAC) Program and Event Fees** | | | | | | |
| | Unless otherwise noted, all Parks & Community Services Fees listed are for Dublin Residents or Dublin-based Businesses. The fees for Non-Residents or Non-Dublin Businesses shall be 20% higher.<br>Group 1: Public Agencies - County of Alameda, Dublin-San Ramon Services District, Dublin Unified School District<br>Group 2: Dublin Based Non-Profits - Chamber of Commerce, Charitable and Social Welfare Organizations, Homeowners Associations, and Sports League Organizations<br>Group 3: Individuals and Other Groups - Dublin Residents and Charitable Groups Not Approved for Group 2<br>Group 4: Commercial - Dublin-Based Businesses | | | | | |
| | **DAC Events and Drop-In Programs** | | | | | |
| ACP1 | Resident | Per Show, Event, Drop-in Progam, Open Studio, Etc. | | $10-$100 | | $10-$100 |
| ACP2 | Non-Resident | Per Show, Event, Drop-in Progam, Open Studio, Etc. | | $12-$120 | | **Remove** |
| | **DAC Art Exhibits** | | | | | |
| ACE1 | Exhibit Fee - Gallery 180 | Individual Fee | | $30 | | $30 |
| ACE2 | Exhibit Fee - Informal Galleries | Individual Fee | | $20 | | $20 |
| | **Black Box Theater Public Events (Shows, Productions, Performance, Recitals, etc.)** | | | | | |
| BBT1 | Ticket Sales Resident | Individual Fee | | $10-$200 | | $10-$200 |
| BBT2 | Ticket Sales Non-Resident | Individual Fee | | $12-$240 | | **Remove** |
| | **Black Box Theater Public Event Usage Fees - Refundable Deposit $750** | | | | | |
| | **Weekday (Mon-Thurs) Events** | | | | | |
| BBT6 | Groups 1 and 2 | Per Hour | | $75 | | $75 |
| BBT7 | Group 3 | Per Hour | | $90 | | $90 |
| BBT8 | Group 4 | Per Hour | | $108 | | $108 |
| | **Weekend (Fri-Sun) Events** | | | | | |
| BBT9 | Groups 1 and 2 | Per Hour | | $90 | | $90 |
| BBT10 | Group 3 | Per Hour | | $108 | | $108 |
| BBT11 | Group 4 | Per Hour | | $130 | | $130 |
| **Section 10.7: Parks & Community Services - Dublin Art Center (DAC) Rental Fees** | | | | | | |
| | Unless otherwise noted, all Parks & Community Services Fees listed are for Dublin Residents or Dublin-based Businesses. The fees for Non-Residents or Non-Dublin Businesses shall be 20% higher.<br>Group 1: Public Agencies - County of Alameda, Dublin-San Ramon Services District, Dublin Unified School District<br>Group 2: Dublin Based Non-Profits - Chamber of Commerce, Charitable and Social Welfare Organizations, Homeowners Associations, and Sports League Organizations<br>Group 3: Individuals and Other Groups - Dublin Residents and Charitable Groups Not Approved for Group 2<br>Group 4: Commercial - Dublin-Based Businesses | | | | | |
| | **Art Gallery Rentals - Refundable Deposit $500** | | | | | |
| ACR1 | Groups 1 and 2 | Per Hour | | $54 | | $54 |
| ACR2 | Group 3 ~~Resident~~ | Per Hour | | $65 | | $65 |
| ACR3 | Group 3 Non-Resident | Per Hour | | $78 | | **Remove** |
| ACR4 | Group 4 ~~Resident~~ | Per Hour | | $93 | | $93 |
| ACR5 | Group 4 Non-Resident | Per Hour | | $112 | | **Remove** |
| | **Black Box Theater Private Rentals - Refundable Deposit $750** | | | | | |
| ACR6 | Groups 1 and 2 | Per Hour | | $108 | | $108 |
| ACR7 | Group 3 ~~Resident~~ | Per Hour | | $130 | | $130 |
| ACR8 | Group 3 Non-Resident | Per Hour | | $156 | | **Remove** |
| ACR9 | Group 4 ~~Resident~~ | Per Hour | | $187 | | $187 |
| ACR10 | Group 4 Non-Resident | Per Hour | | $225 | | **Remove** |
| | **Arts & Crafts Room - Refundable Deposit $500** | | | | | |
| ACR11 | Groups 1 and 2 | Per Hour | | $58 | | $58 |
| ACR12 | Group 3 ~~Resident~~ | Per Hour | | $70 | | $70 |
| ACR13 | Group 3 Non-Resident | Per Hour | | $84 | | **Remove** |
| ACR15 | Group 4 ~~Resident~~ | Per Hour | | $100 | | $100 |
| ACR16 | Group 4 Non-Resident | Per Hour | | $120 | | **Remove** |
| | **Arts Yard - Refundable Deposit $500** | | | | | |
| ACR17 | Groups 1 and 2 | Per Hour | | $25 | | $25 |
| ACR18 | Group 3 ~~Resident~~ | Per Hour | | $30 | | $30 |
| ACR19 | Group 3 Non-Resident | Per Hour | | $36 | | **Remove** |
| ACR20 | Group 4 ~~Resident~~ | Per Hour | | $43 | | $43 |
| ACR21 | Group 4 Non-Resident | Per Hour | | $52 | | **Remove** |
| | **Catering Kitchen - Refundable Deposit $500** | | | | | |
| ACR22 | Groups 1 and 2 | Per Hour | | $29 | | $29 |
| ACR23 | Group 3 ~~Resident~~ | Per Hour | | $35 | | $35 |
| ACR24 | Group 3 Non-Resident | Per Hour | | $42 | | **Remove** |
| ACR25 | Group 4 ~~Resident~~ | Per Hour | | $50 | | $50 |
| ACR27 | Group 4 Non-Resident | Per Hour | | $60 | | **Remove** |
| | **Ceramics Studio - Refundable Deposit $500** | | | | | |
| ACR28 | Groups 1 and 2 | Per Hour | | $112 | | $112 |
| ACR29 | Group 3 ~~Resident~~ | Per Hour | | $135 | | $135 |
| ACR30 | Group 3 Non-Resident | Per Hour | | $162 | | **Remove** |
| ACR31 | Group 4 ~~Resident~~ | Per Hour | | $194 | | $194 |
| ACR32 | Group 4 Non-Resident | Per Hour | | $233 | | **Remove** |

| # | Item / Service | Description / Unit | FY 2024-25 Fees Prior to rounding down | Current Fee | FY 2025-26 Fees Prior to rounding down | Fee Effective 7/1/25 |
|---|---|---|---|---|---|---|
| | **Dance Studio - Refundable Deposit $500** | | | | | |
| ACR33 | Groups 1 and 2 | Per Hour | | $108 | | $108 |
| ACR34 | Group 3 ~~Resident~~ | Per Hour | | $130 | | $130 |
| ACR35 | Group 3 Non-Resident | Per Hour | | $156 | | **Remove** |
| ACR36 | Group 4 ~~Resident~~ | Per Hour | | $187 | | $187 |
| ACR37 | Group 4 Non-Resident | Per Hour | | $225 | | **Remove** |
| | **Mixed Media Room - Refundable Deposit $500** | | | | | |
| ACR38 | Groups 1 and 2 | Per Hour | | $92 | | $92 |
| ACR39 | Group 3 ~~Resident~~ | Per Hour | | $110 | | $110 |
| ACR40 | Group 3 Non-Resident | Per Hour | | $132 | | **Remove** |
| ACR41 | Group 4 ~~Resident~~ | Per Hour | | $158 | | $158 |
| ACR42 | Group 4 Non-Resident | Per Hour | | $190 | | **Remove** |
| | **Music Studio - Refundable Deposit $500** | | | | | |
| ACR43 | Groups 1 and 2 | Per Hour | | $22 | | $22 |
| ACR44 | Group 3 ~~Resident~~ | Per Hour | | $26 | | $26 |
| ACR45 | Group 3 Non-Resident | Per Hour | | $31 | | **Remove** |
| ACR46 | Group 4 ~~Resident~~ | Per Hour | | $37 | | $37 |
| ACR47 | Group 4 Non Resident | Per Hour | | $45 | | **Remove** |

* Local Fees and Charges not subject to annual adjustment base on Consumer Price Index (CPI).

** Fees and Charges established by seperate ordinance, State Law, or another agency and not subject to CPI adjustment.

Agenda Item 5.3

# STAFF REPORT
## CITY COUNCIL

**DATE:** **June 3, 2025**

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Colleen Tribby, City Manager

**SUBJECT:** Irrigation System Upgrades Project, CIP No. GI0224 – Approval of Plans and Specifications and Award of Contract to CLS/Cervantes Landscape Services, Inc.
*Prepared by: Rosemary Alex, Parks and Facilities Development Coordinator*

**EXECUTIVE SUMMARY:**

The City Council will consider approving the plans and specifications and awarding a construction contract to CLS/Cervantes Landscape Services, Inc. for the Irrigation System Upgrades Project. The project replaces irrigation controllers and master valves in street medians west of Dougherty Road, and at various parks and facilities throughout the City.

**STAFF RECOMMENDATION:**

Adopt the **Resolution** Approving the Plans and Specifications and Awarding a Contract to CLS/Cervantes Landscape Services, Inc. for the Irrigation System Upgrades Project, CIP No. GI0224.

**FINANCIAL IMPACT:**

The base bid submitted by CLS/Cervantes Landscape Services, Inc. is $347,757 and with the addition of alternates #1 and #2, the total bid is $415,157. Staff recommends a construction contingency of $100,000 to facilitate change orders for unforeseen construction issues, bringing the total potential construction cost to $515,157. Sufficient funds are available in the approved budget for CIP No. GI0224.

The total budget for the Irrigation System Upgrades project is $1,840,000, funded by $1,380,000 in grant funding from the State of California Department of Water Resources Urban Community Drought Relief Grant Program and $460,000 in local matching funds from the City's General Fund.

**DESCRIPTION:**

The 2024-2029 Capital Improvement Program (CIP) includes the Irrigation System Upgrades Project, CIP No. GI0224 (Attachment 3). The project provides for the procurement and installation of new irrigation controllers, master valves, associated communication system upgrades, overall system optimization and operational training. The project, when complete, is anticipated to reduce City irrigation water use by eight percent (roughly $50,000 per year in savings) and achieve operational efficiencies by completing the following improvements to the City's irrigation system:

- **Communications.** Upgrade the existing system to establish or improve communication between the central irrigation system and irrigation controllers throughout all City-maintained landscapes.
- **System Optimization.** Provide advanced, site-specific irrigation scheduling based on each location's soil type, plant type, slope, sun, shade, etc. to improve overall water efficiency and landscape quality for 25 of the City's largest landscapes. The system will also be able to automatically adapt to weather conditions, such as canceling scheduled irrigation prior to an anticipated rain event.
- **Operations.** Provide operational and training support for Staff and contractors to maintain and operate the upgraded system.
- **Controller and Valve Upgrades.** Install 65 new controllers with cellular communications to the central irrigation system. Replace 30 master and flow control valves that can shut off remotely or automatically in an unscheduled flow.

The construction project will implement the replacement of irrigation controllers and master valve and flow systems in street medians east of Doughtery Road, as well as at Fallon Sports Park, Emerald Glen Park, Dublin Sports Grounds, Civic Center, and Positano Hills Park. Included in the CIP project, but not included as part of the construction contract, is the purchase of the new irrigation controllers, which the City Council authorized on February 6, 2024 with the adoption of Resolution No. 09-24. The project will also include system optimization and training services, which will begin as the construction progresses to completion.

**Bid Process and Results**

Staff issued a bid package for the Irrigation Upgrades Project on April 9, 2025. The bid package consisted of one lump sum base bid item and two additive alternate bid items. Alternate #1 is the replacement of an irrigation controller on Amador Valley Boulevard at Starward Drive. Alternate #2 is the replacement of an irrigation controller at Positano Hills Park.

Three sealed bids were received on May 6, 2025. The three base bids ranged from $347,757 to $473,000. Additive alternate #1 bids ranged from $57,700 to $122,500. Additive alternate #2 bids ranged from $4,820 to $12,000. The lowest base bid of $347,757 was submitted by CLS/Cervantes Landscape Services, Inc. A summary of the bids is provided as Attachment 4.

Staff reviewed the bid results, checked references and necessary licenses, and recommends that the City Council award the construction contract, including both additive alternate items, to CLS/Cervantes Landscape Services, Inc. as the lowest responsive and responsible bidder. With the addition of alternates #1 and #2 to the base bid, the total contract bid amount from CLS/Cervantes Landscape Services, Inc. is $415,157, which is less than the base bid from the two other bidders.

To facilitate the timely approval of contract change orders and to avoid construction delays, Staff recommends that the City Manager, or their designee, be authorized to approve change orders up to a contingency amount of $100,000 (approximately 24% of the contract amount). This contingency is higher than the typical 10-15% because the scope of construction includes 45 different locations, which increases the likelihood of encountering unforeseen underground conditions that may necessitate field changes. The resolution will authorize this change as it relates to the project. Staff anticipates construction will begin in August 2025 and be completed by the end of the year.

**California Environmental Quality Act (CEQA)**
The project is exempt under Section 15301, Class 1 Repair or Minor Alteration of Existing Public Facilities. A Notice of Exemption was filed with the Office of the Alameda County Clerk on January 13, 2025.

**STRATEGIC PLAN INITIATIVE:**

Strategy 5: Long-Term Infrastructure and Sustainability Investments
Objective A: Continue to explore funding mechanisms for capital and ongoing maintenance needs.

**NOTICING REQUIREMENTS/PUBLIC OUTREACH:**

The City Council Agenda was posted, and a copy of this report was provided to CLS/Cervantes Landscape Services, Inc.

**ATTACHMENTS:**

1) Resolution Approving the Plans and Specifications and Awarding a Contract to CLS/Cervantes Landscape Services, Inc. for the Irrigation System Upgrades Project, CIP No. GI0224
2) Exhibit A to Resolution – Agreement with CLS/Cervantes Landscape Services, Inc. for the Irrigation System Upgrades Project, CIP No. GI0224; Plans - Construction Drawings: https://www.dublinplanroom.com/projects/1881/plans/irrigation-system-upgrades-project/?preview=22422; and Specifications: https://www.dublinplanroom.com/projects/1881/specs/irrigation-system-upgrades-project/?preview=22423
3) CIP No. GI0224
4) Irrigation System Upgrades Bid Results

**RESOLUTION NO. XX – 25**

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

**APPROVING THE PLANS AND SPECIFICATIONS AND AWARDING A CONTRACT TO CLS/CERVANTES LANDSCAPE SERVICES, INC. FOR THE IRRIGATION SYSTEM UPGRADES PROJECT, CIP NO. GI0224**

**WHEREAS,** the design team has completed the plans and specifications for the Irrigation System Upgrades Project, CIP No. GI0224, which replaces irrigation controllers and master valves in street medians, west of Dougherty Road, and various parks and facilities throughout the City; and

**WHEREAS,** the City of Dublin did, on May 6, 2025, publicly open, examine, and declare all sealed bids for doing the work described in the approved plans and specifications for the Project, which plans and specifications are hereby expressly referred to for a description of said work and for all particulars relative to the proceedings under the request for bids; and

**WHEREAS,** said bids were submitted to Staff, and CLS/Cervantes Landscape Services, Inc. was determined to be the lowest responsive and responsible bidder for doing said work.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Dublin hereby approves the Plans and Specifications for the Project.

**BE IT FURTHER RESOLVED** that the City Council of the City of Dublin does hereby award the Contract for the Project to the lowest, responsive, and responsible bidder, CLS/Cervantes Landscape Services, Inc. at a at bid of four-hundred fifteen-thousand one-hundred fifty-seven dollars and zero cents ($415,157.00) for the base bid plus additive alternate bids #1 and #2, the particulars of which bids are on file at the Office of the Public Works Director.

**BE IT FURTHER RESOLVED** that the City Council of the City of Dublin does hereby authorize the City Manager, or designee, to approve the project contract change orders based on the appropriated funds designated for the Project up to the contingency amount of one-hundred thousand dollars and zero cents ($100,000.00).

**BE IT FURTHER RESOLVED** that the City Council of the City of Dublin does hereby approve the agreement with CLS/Cervantes Landscape Services, Inc., attached hereto as **Exhibit A** to this Resolution.

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

{Signatures on the following page}

**PASSED, APPROVED AND ADOPTED** this 3rd day of June 2025, by the following vote:

**AYES**:

**NOES**:

**ABSENT**:

**ABSTAIN**:

_____
Mayor

**ATTEST**:

_____
City Clerk

**SECTION 00 52 00**

**AGREEMENT**

CITY OF DUBLIN
City Hall, 100 Civic Plaza
Dublin, California 94568

**CONSTRUCTION AGREEMENT**

The City of Dublin, ("City") enters into this agreement, dated for reference purposes only, with CLS/Cervantes Landscape Services, Inc. ("Contractor").

**RECITALS**

A. NOTICE INVITING BIDS. The City gave notice inviting bids to be submitted by May 6, 2025 for the **Irrigation System Upgrades Project No. GI0224** by published notice and/or posting pursuant to California Public Contract Code Section 20164 and other applicable law.

B. BID OPENING. On May 6, 2025 , City representatives opened the bids for the **Irrigation System Upgrades Project No. GI0224** and read the bids aloud.

C. PROJECT AWARD. On June 3, 2025 , the City Council awarded the **Irrigation System Upgrades Project No. GI0224** to the Contractor and directed City staff to send the Contractor written notice of award of the project. The City Council conditioned award of the project on the Contractor's providing executed copies of all documents specified in the contract check list included in the bid package within twenty-one (21) calendar days of receiving written notice of award of the project.

D. REQUIRED DOCUMENTS. The Contractor has provided the City executed copies of all documents specified in the contract check list included in the bid package within twenty-one (21) calendar days of receiving written notice of award.

AGREEMENT TERMS

The City and the Contractor agree as follows:

1. THE WORK. The Contractor shall furnish all equipment, tools, apparatus, facilities, material labor, and skill necessary to perform and complete in a good and workmanlike manner the (Title of Project) ("Work") as shown in the Technical Specifications and Project Plans in accordance with the Contract Documents and applicable law.

2. LOCATION OF WORK. The Work will be performed at the following locations:
   Streetscapes West of Dougherty Road – Dublin CA
   Emerald Glen Park – 4201 Central Parkway, Dublin CA
   Dublin Library – 200 Civic Plaza, Dublin CA
   Fallon Sports Park – 4605 Lockhart Street, Dublin CA
   Dublin Sports Grounds – 6700 Dublin Blvd. Dublin CA

3. TIME FOR COMPLETION. The Contractor must complete the Work in accordance with the Contract Documents within **90 calendar days** (80 calendar days + 10 adverse weather days) from the date specified in the City's Notices to Proceed ("Time for Completion").

4. REMEDIES FOR FAILURE TO TIMELY COMPLETE THE WORK. If the Contractor fails to fully perform the Work in accordance with the Contract Documents by the Time for Completion, as such time may be amended by change order or other modification to this agreement in accordance with

its terms, and/or if the Contractor fails, by the Time for Completion, to fully perform all of the Contractor's obligations under this agreement that have accrued by the Time for Completion, the Contractor will become liable to the City for all resulting loss and damage in accordance with the Contract Documents and applicable law. The City's remedies for the Contractor's failure to perform include, but are not limited to, assessment of liquidated damages of **$800.00 per day** pursuant to California Government Code Section 53069.85 and section 00 72 00 of the General Conditions, and/or obtaining or providing for substitute performance in accordance with the Contract Documents.

5. CONTRACT PRICE AND PAYMENT. As full compensation in consideration of completion of the Work in accordance with the Contract Documents and in consideration of the fulfillment of all of the Contractor's obligations under the Contract Documents, the City will pay the Contractor in lawful money of the United States the total price of $415,157.00 (the "Contract Price") as specified in the Contractor's completed Bid Schedule dated May 6, 2025 , and attached to and incorporated in this agreement. The contract Price is determined from the Contractor's base bid in the amount of $347,757.00 and the Contractor's price for Bid Alternates #1 $57,700.00 and #2 $9,700.00. Payment to the Contractor under this agreement will be for Work actually performed in accordance with the Contract Documents and will be made in accordance with the requirements of the Contract Documents and applicable law. The City will have no obligation to pay the Contractor any amount in excess of the Contract Price unless this agreement is first modified in accordance with its terms. The City's obligation to pay the Contractor under this agreement is subject to and may be offset by charges that may apply to the Contractor under this agreement. Such charges include but are not limited to, charges for liquidated damages and/or substitute performance in accordance with the Contract Documents.

6. PREVAILING WAGES. Pursuant to California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code must be paid to all workers engaged in performing the Work. Pursuant to California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed. Pursuant to California Labor Code Section 1773, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project. Pursuant to California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the City Public Works Department and will be made available on request. Throughout the performance of the Work the Contractor must comply with all provisions of the Contract Documents and all applicable laws and regulations that apply to wages earned in performance of the Work. The Contractor is subject to prevailing wage rate compliance monitoring and enforcement by the California Department of Industrial Relations. The contractor or subcontractor(s) shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to California Labor Code Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to California Labor Code Section 1725.5 at the time the contract is awarded.

7. THE CONTRACT DOCUMENTS. This agreement consists of the following documents "Contract Documents." The Contract Documents consist of the Plans as signed by the City Engineer and issued for the Project, and the entire set of Specifications incorporating Division 00 - 33, including the appendices, all addendums and change orders issued., all of which are incorporated into and made a part of this agreement as if set forth in full. See section 00 72 00 "General Conditions" for

document precedence in the event there is a conflict that arises from section 00 72 00 "*General Conditions,"* shall be per the following provisions. Written numbers and notes on a drawing govern over graphics, a detail drawing governs over a general drawing, a detail specification governs over a general specification, and a specification in a section governs over a specification referenced by that section. In the event of a conflict between or among the Contract Documents, precedence will be in the following order:

7.1 Executed Change Orders;

7.2 Addenda in inverse chronological order, and in the same order as specific portions they are modifying;

7.3 Section 00 52 00 Agreement, and terms and conditions referenced therein;

7.4 Section 00 72 00 General Conditions;

7.5 Division 1 Specifications;

7.6 Project Specification Divisions 02 through 33;

7.7 Project Drawings;

7.8 City Standard Details;

7.9 Other referenced standards or specifications.

7.10 Notice Inviting Bids.

7.11 Instructions to Bidders.

7.12 The successful bidder's completed Proposal Form and Bidder's Sheet.

7.13 The successful bidder's completed Contractor License Information.

7.14 The successful bidder's completed List of Proposed Subcontractors.

7.15 The successful bidder's Insurance Certifications.

7.16 The successful bidder's completed Non-collusion Affidavit.

7.17 The successful bidder's Debarment Certification.

7.18 The successful bidder's completed Certificates of Insurance and Endorsements.

7.19 The successful bidder's executed Performance Bond.

7.20 The successful bidder's executed Payment Bond.

7.21 Executed Escrow for Deposit Agreement, if applicable.

7.22 Change Order Form.

7.23 The Maintenance Bond form included in the bid package that the Contractor must execute prior to release of final payment under the Contract.

7.24 The successful bidder's Qualification Statement, if any.

7.25 The successful bidder's signed Signature Form.

8. AMENDMENTS. This Agreement may be amended from time-to-time as necessary by formal and written amendment executed by the City Manager or his designee and principal acting on behalf of the Contractor.

9. PROVISIONS INCORPORATED BY REFERENCE. Provisions or parts of provisions that are incorporated by reference and not set forth at length in any of the Contract Documents will only form a part of this Agreement to the extent the Contract Documents expressly make such provisions or parts of provisions a part of this Agreement. For example, published public works agreement provisions, such as those of the State of California Department of Transportation Standard Specifications (known as the Standard Specifications) are only a part of this Agreement to the extent expressly incorporated in this Agreement by section number, and references in the Standard Specifications incorporated by reference to other Standard Specifications do not make such other Standard Specifications a part of this Agreement. When such published provisions are made a part of this Agreement, references in the published provisions to other entities, such as the State, the Agency, or similar references, will be deemed references to the City as the context of this Agreement may require.

10. INTERPRETATION OF CONTRACT DOCUMENTS. Any question concerning the intent or meaning of any provision of the Contract Documents, including, but not limited to, the Technical Specifications or Project Plans, must be submitted to the Public Works Department, for issuance of an interpretation and/or decision by an authorized Public Works Department representative in accordance with the requirements of the Contract Documents. Interpretations or decisions by any other person concerning the Contract Documents will not be binding on the City. The decision of an authorized Public Works Department representative shall be final.

11. ASSIGNMENT PROHIBITED. The Contractor may not assign part or all of this agreement, or any moneys due or to become under this agreement, or any other right or interest of the Contractor under this agreement, or delegate any obligation or duty of the Contractor under this agreement without the prior written approval of an official authorized to bind the City and an authorized representative of Contractor's surety or sureties. Any such purported assignment or delegation without such written approval on behalf of the City and the Contractor's sureties will be void and a material breach of this agreement subject to all available remedies under this agreement and at law and equity.

12. CERTIFICATION OF CONTRACTOR'S LICENSE. By signing this Agreement the Contractor certifies that the Contractor holds a valid Type "A" or Type "C-27" license issued by the California State Contractors Licensing Board, and that the Contractor understands that failure to maintain its license in good standing throughout the performance of the Work may result in discipline and/or other penalties pursuant to the California Business and Professions Code, and may constitute a material breach of this agreement subject to all available remedies under this agreement and at law and equity.

13. SEVERABILITY. If any term or provision or portion of a term or provision of this Agreement is declared invalid or unenforceable by any court of lawful jurisdiction, then the remaining terms and provisions or portions of terms or provisions will not be affected thereby and will remain in full force and effect.

14. INSURANCE. Contractor agrees to have and maintain the insurance coverages and polices set forth in Exhibit A to this Agreement, "Insurance Requirements," which is incorporated by this reference. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if approved in writing by the City. A lapse in any required insurance coverage during this agreement shall constitute a material breach of this Agreement. The cost of such insurance shall be included in the Contractor's bid.

    a. Contractor agrees to maintain in force at all times during the performance of the Scope of Work under this Agreement, workers' compensation insurance as required by law.

    b. Contractor agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by the Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other applicable contract documents. Subcontractors further agree to include these same provisions with any sub-subcontractor. A copy of the Indemnity and Insurance provisions in this Agreement will be furnished to the subcontractor upon request. The General Contractor shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and will provide proof of compliance to the City.

c. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California.

d. Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, City may terminate this Agreement.

e. At all times during the term of this Agreement, Contractor shall maintain on file with the City a certificate or certificates of the required insurance as set forth in the Exhibit A, "Insurance Requirements," showing that the required insurance policies are in effect in the required amounts.

f. It is requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage for coverage and limits shall be (1) the minimum coverage and limits of coverage and the limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of an insurance policy or proceeds available to the named Insured; whichever is greater.

15. INDEMNIFICATION. To the fullest extent permitted by law Contractor agrees to defend (with legal counsel selected by the City), including the cost to defend, indemnify and hold harmless the City, its elected and appointed officials, officers, attorneys, agents, employees, consultants, and volunteers, and each of them from and against any and all claims, damages, losses and expenses, including attorney's fees, and from any and all suits, actions or claims filed or brought by and all person or persons arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.
   a. General. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Agreement or this section. By execution of this Agreement, Contractor acknowledges and agrees that it has read and understands the provisions hereof and that this section is a material element of consideration. The parties agree that if any part of this Indemnification is found to conflict with applicable laws, such part shall be unenforceable only insofar as it conflicts with said laws, and that this indemnification shall be judicially interpreted and rewritten to provide the broadest possible indemnification legally allowed and shall be legally binding upon Contractor.
   b. Survival. Contractor and any subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.
   c. No Limitation by Insurance Obligations. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement
   d. Scope. This section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California. The Contractor will take all responsibility for the Work, and will bear all losses and damages directly or indirectly resulting to the Contractor, any subcontractors engaged in performance of the Work, the City, its officials, officers, employees, agents, and volunteers, and to third parties on account of the performance or character of the Work, unforeseen difficulties, accidents, or occurrences of other causes predicated on active or passive negligence of the Contractor or of any subcontractor engaged in performance of the Work. The Contractor assumes all liability for any accident or accidents resulting to any person or property as a result of inadequate protective devices for the prevention of accidents in connection with the performance of the Work. The Contractor will indemnify, defend, and hold harmless the City and its officials, officers, employees, and, volunteers from such liability. The Contractor will indemnify, defend and hold harmless the City, the City's officials, officers, employees and volunteers for all liability on

account of any patent rights, copyrights, trade names or other intellectual property rights that may apply to the Contractor's performance of the Work. The Contractor will pay all royalties or other charges as a result of intellectual property rights that may apply to methods, types of construction, processes, materials, or equipment used in the performance of the Work, and will furnish written assurance satisfactory to the City that any such charges have been paid.

16. BONDING REQUIREMENT. The Contractor agrees to post a Faithful Performance Bond and Payment Bond for Labor and Materials, or other guarantees, in the required amounts upon bond forms provided by the City, guarantying the performance of the terms of this Agreement.

17. MAINTENANCE AND GUARANTY. The Contractor shall promptly repair, replace, restore, or rebuild, as the City may determine, any finished product in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during a one (1) year period after the date of the City Council's acceptance of the project.
This Article does not in any way limit the guaranty on any items for which a longer guaranty is specified or on any items which a manufacturer give a guaranty for a longer period, nor does it limit the other remedies of the City in respect to a latent defect, fraud or implied warranties. Contractor shall furnish the City all appropriate guaranties or warranty certificates upon completion of the project.

18. MAINTENANCE BOND. The Contractor further agrees to post a maintenance bond in the amount equal to at least 10 percent (10%) of the final value of the entire work prior to City's acceptance of the project. The maintenance bond shall remain in effect for a period of one (1) year after the City Council's acceptance of the work to guarantee the repair and/or replacement of the defective materials provided and/or workmanship performed under this contract.

19. NOTICE OF THIRD-PARTY CLAIMS. Pursuant to Public Contracts Code section 9201, the City Shall provide the Contractor with notice of Claims relating to this Contract filed by third parties no later than ten (10) business days from the date of receipt of the claim. The Contractor shall be responsible for reimbursing the City for its reasonable costs in providing the notification.

20. SHORING FOR TRENCHES. The Contractor shall provide adequate sheeting, shoring, and bracing for all trenching and excavations in accordance to applicable Safety Regulations, and the California Labor Code. Attention is directed to Sections 6423, 6424, 6705, and 6707 of the Labor Code of the State of California, OSHA 29 CFR Part 1926 Federal Regulations, Standards-Excavation, and elsewhere within these Contract Documents. The Contractor shall not commence with any excavation with a depth of five feet or deeper without first complying with all applicable Labor Code and Safety Regulations. The Contractor shall designate a competent person who is responsible for trench and structure excavation, shall obtain a Cal/OSHA Safety Permit for excavation, and shall submit to the City a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches.

21. CHANGES OR EXTRA WORK. The Contractor acknowledges that in conformance with the Contract Documents, any changes or extra work must be authorized in writing by the City prior to the Contractor performing said work. Contractor further acknowledges that it is solely responsible for obtaining written authorization from the City and that it shall not be compensated for any additional work performed without said written authorization. Oral authorization shall not be sufficient to bind the City absent specific written authorization.

22. MEDIATION. All claims for $375,000 and less shall be subject to the provisions of Public Contract Code Section 20104 et seq.

23. COMMUNITY WORKFORCE AGREEMENT. Contractor and all it's subcontractors at any tier, shall each execute the Community Workforce Agreement (CWA), as a condition of award of this contract.

Executed on _____, _____, by

CONTRACTOR

CLS/Cervantes Landscape Services, Inc.

_____

By: Alejandro Cervantes Perez

Title: Owner/CEO

_____
Corporate Entity Number

1000711354
DIR Number

[Attach Notary Page]

CITY OF DUBLIN
a Municipal Corporation

_____

Colleen Tribby, City Manager

ATTEST:

_____

Marsha Moore, City Clerk

## EXHIBIT A -- INSURANCE REQUIREMENTS

1. **Insurance Requirements**. Before commencing any Work under the Contract Documents, Contractor shall furnish to the City satisfactory proof that Contractor has in force continuously for the entire period covered by this Contract the following classes of insurance in the form and with limits specified below.

1.1 **Commercial General Liability Insurance** covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage no less broad than that of the current ISO Commercial General Liability policy (Occurrence Form, number CG 00 01). Such insurance shall provide for all operations and include independent contractors, products liability, completed operations, contractual liability, personal and advertising injury. Contractor shall keep the commercial general liability insurance in place for 10 years following completion of the work. The commercial general liability insurance limits shall be dedicated solely to the specific Project described in the Contract Documents, and shall have limits not less than:

1.1.1 $1 million each Occurrence;

1.1.2 $1 million each Occurrence for personal injury and advertising injury;

1.1.3 $2 million aggregate for products and completed operations;

1.1.4 $2 million general aggregate limit, which shall apply separately and be reinstated annually.

Except for any exclusions relating to EIFS, lead and asbestos risks, the policy shall not contain any exclusions directed toward any types of projects, materials, or processes involved in the Work. Coverage shall include but not be limited to the following and shall not include any endorsements restricting these coverages:

1.1.5 Contractual liability to cover liability assumed under the Contract Documents;

1.1.6 Products/Completed Operations Liability Insurance;

1.1.7 Broad Form Property Damage;

1.1.8 Explosion, collapse and underground hazards, if such exposure exists;

1.1.9 Independent subcontractors;

1.1.10 Severability of interests;

1.1.11 Cross liability;

1.1.12 Limited Professional Liability - contractor means and methods - CG 2279.

Any self-insured retention shall be selected by the City pursuant to these requirements.

1.2 **Business Auto Insurance** covering all owned, non-owned, and hired vehicles on and off-site. Such insurance shall provide coverage not less than the standard ISO Comprehensive Automobile Liability policy (CA 00 01, CA 00 05, CA 00 12, CA 00 20), with limits not less than $2 million each accident, and $2 million each occurrence for claims subject to the Motor Carrier Act of 1980. If the Work involves transportation of hazardous or regulated substances, hazardous or regulated wastes

and/or hazardous or regulated materials, Contractor shall provide pollution auto coverage equivalent to that provided under the ISO pollution liability-broaden coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached. Any statutorily required "No-Fault" benefits and uninsured/underinsured motorists' coverage should be included.

1.3 **Worker's Compensation and Employers Liability Insurance** for all persons whom the Contractor may employ carrying out Work contemplated under the Contract Documents, in accordance with the Act of Legislature of State of California, known as "Worker's Compensation Insurance and Safety Act," approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount. Coverages and limits shall include:

1.3.1 Worker's Compensation – statutory limit;

1.3.2 Employer's liability;

(a) $1 million bodily injury for each accident;

(b) $1 million bodily injury by disease for each employee;

(c) $1 million bodily injury disease aggregate;

1.3.3 Voluntary Compensation;

1.3.4 If there is an exposure or injury to Contractor's employees under the US Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for all such injuries or claims.

1.4 **Umbrella/Excess Liability Insurance** on an Occurrence basis in excess of the underlying insurance identified in paragraphs 1.1, 1.2, and 1.3.2 above, and which is at least as broad as each and every one of the underlying policies. The umbrella/excess liability policy shall be written on a "drop-down-following form" basis, with only such exceptions as the City shall expressly approved in writing. The amounts of insurance required in paragraphs 1.1, 1.2, and 1.3.2 and this Section may be satisfied by Contractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified below for these types when added to the limit for this section. The umbrella/excess liability insurance limits shall be dedicated solely to the specific Project described in this Contract Documents, and shall have limits of not less than the following amounts:

1.4.1 $5 million any one occurrence and annually reinstating General Aggregate; and

1.4.2 $5 million any one occurrence and Aggregate Products/Completed Operations.

The umbrella/excess liability insurance shall be kept in place for 10 years following completion of the work. Any self-insured retention shall be selected by the City pursuant to these requirements.

1.5 **Contractor's equipment**. Contractor will maintain All Risk Equipment Insurance covering all risk of physical damage to equipment provided for use at the Project site by the Contractor, whether owned, leased, rented, borrowed or used at the Project site. Contractor agrees to waive and does hereby waive its rights of recovery against the City and each of its officers, employees, consultants and agents including, but not limited to the City's council members and each City representative, as to any damage or loss which may occur to its equipment to the extent covered by insurance.

Contractor will have the insurance company specifically agree to this waiver. If uninsured, Contractor will hold harmless the City and each of its officers, employees, consultants and agents including, but not limited to the City's Board of Trustees and each City representative, for loss or damage to its tools and equipment.

1.6 **Contractors Pollution Legal Liability Insurance** covering claims for bodily injury, property damage, including mold and loss of use of damage property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any pollution conditions arising from Contractor's operations or completed operations, performed by or on behalf of Contractor. Completed operations coverage will remain in effect for no less than 5 years after substantial completion of the work. Such coverage shall be written on an occurrence basis and shall apply to sudden and non-sudden pollution conditions and shall be placed with an insurer and in a form acceptable to the City. If any pollution liability coverages cannot be obtained on an occurrence form, after using best efforts to do so, such coverages may be provided on a claims-made basis. The pollution legal liability policy shall be dedicated solely to the specific Project described in the Contract Documents and shall have limits not less than $1 million per occurrence and in the aggregate. Any self-insured retention shall be selected by the City pursuant to these requirements.

1.7 **Builder's Risk**. The Contractor must, at the Contractor's own expense, maintain a builder's risk policy covering "all risks," including special form including extended coverage and vandalism, and malicious mischief endorsements. The policy must name the City and the Contractor as insureds. Such insurance must be carried in the amount of 0% of the Contract Price. In the event of a partial or total destruction of any or all of the Work at any time prior to the completion and acceptance thereof, the Contractor shall promptly reconstruct all Work so destroyed or injured at the Contractor's own cost and expense and at no cost to the City.

1.8 If any aircraft are to be used in the performance of the work, Contractor shall provide Aircraft Liability Insurance (including owned and non-owned) with the following minimum limits: Bodily Injury – $10 million each occurrence, $2 million each person; Property Damage – $10 million each occurrence.

1.9 All policies of insurance shall be placed with insurers acceptable to the City. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for Worker's Compensation) must have a rating of A XV or better in the most recent edition of Best's Insurance Reports or otherwise satisfactory to the City. Required minimum amounts of insurance may be increased should conditions of Work, in the sole opinion of the City, warrant such increase. Contractor shall increase required insurance amounts upon direction by the City.

**2. Certificates of Insurance.**

2.1 Contractor shall furnish the City with certificates of insurance completed by a duly authorized representative evidencing coverage required under Section 1 of these requirements. Such certificates shall be delivered to the City before any Work hereunder is commenced by Contractor and annually thereafter on or before the policy effective dates of Contractor's general liability insurance policy, and shall provide that no coverage under the policy shall be terminated, canceled or materially modified unless and until at least thirty (30) calendar days prior written notice has been given to the City. Contractor shall inform the City in writing thirty (30) calendar days prior to terminating or materially modifying coverage required in these requirements.

2.2 Failure of the City to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of the City to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such insurance.

2.3 The City's acceptance of delivery of any certificate of insurance evidencing the required coverages and limits does not constitute approval or agreement by the City that the insurance requirements have been met or that the insurance policy shown in the certificates of insurance follow the requirements.

2.4 The City has the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the Project site until the City receives all certificates or other evidence that insurance has been placed in complete compliance with these requirements.

2.5 If any of the coverages are required to remain in force after Substantial Completion, Contractor shall submit an additional certificate evidencing continuation of such coverage with its final billing and at each subsequent renewal of Contractor's insurance.

3. **Required Endorsements**. Except as provided below, the policies required under Section 1 of these requirements shall be endorsed, in a form and manner acceptable to the City, providing as follows:

3.1 Except with regard to the Worker's Compensation and Employer's Liability Insurance, the City, its parent, subsidiary and affiliated organizations, and its City council, employees, representatives, consultants, and agents, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured. Such additional insured endorsement for Commercial General Liability and excess/umbrella coverages shall be equivalent to ISO form GC 20 10 07 04, together with ISO form GC 20 37 07 04. The additional insured requirement for Commercial General Liability and excess/umbrella coverages is for the duration of this Agreement and an additional ten (10) years following Substantial Completion of the Work.

3.2 Except with regard to the Worker's Compensation and Employer's Liability insurance, each policy, including additional insured coverages, shall be primary and no other insurance or self-insured retention carried or held by the City shall be called upon to contribute to a loss covered by insurance for the named insured.

3.3 The insurance carriers waive their rights of subrogation against the City and all additional insureds, as well as other insurance carriers for the Work.

3.4 Declarations pages required. Contractor or its insurance broker shall submit a copy of the declarations page for each policy. The page shall include the name of the carrier, policy number, the types of coverages and limits, the effective dates of the policy, and the broker's name and license number.

4. Certificates of Insurance and Endorsements shall have clearly typed thereon the City's name and title of the Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to the City Manager at 100 Civic Plaza, Dublin, CA, 94568, 30 calendar days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Contractor shall maintain insurance in full force and effect during entire period of performance of this Agreement, and such additional periods as required in these requirements. At the time of making an application for extension of the Time for Completion, and during all periods exceeding the Time for Completion resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during the requested additional period of time. Upon the City's request, Contractor shall submit to the City, within 10 days, copies of the actual insurance policies or renewals or replacements.

5. **Insurance Primary**. All limits and coverage is required of the Contractor in these requirements shall be primary over any insurance or self-insurance program carried by the City and the additional insureds.

6. **Joint ventures**. If the Contractor is a joint venture involving two or more entities, each independent entity will satisfy the limits and coverage is specified in these requirements or the joint venture will be named insured under each policy specified.

7. **Waiver of Right to Recovery Including Subrogation**. Contractor hereby waives all its rights of recovery and shall require all insurance policies in any way related to the Work secured and maintained by the Contractor to include clauses stating each insurer will waive all rights of recovery, under subrogation or otherwise, against the City and all tiers of contractors or consultants engaged directly by the City. Contractor will require all tiers of subcontractors, vendors and suppliers, by appropriate written agreements, to provide similar waivers each in favor of all parties enumerated in this paragraph.

8. **Cooperation**. Contractor shall fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the required policies, in all areas of safety, insurance program administration, claim reporting and investigating, and audit procedures.

9. If injury occurs to any employee of Contractor, subcontractor, or sub-subcontractor for which the employee, or the employee's dependents in the event of the employee's death, is entitled to compensation from the City under provisions of the Worker's Compensation Insurance and Safety Act, as amended, or for which compensation of any kind is claimed from the City, the City may retain out of sums due Contractor under the Contract Documents, an amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If the City is compelled to pay compensation, the City may, in its discretion, either deduct and retain from the Contract Price the amount so paid or require Contractor to reimburse the City.

10. Nothing in these requirements shall be construed as limiting in any way the extent to which Contractor or any subcontractor may be held responsible for payment damages resulting from their operations. Contractor's obligations to procure insurance are separate and independent of and shall not limit Contractor's contractual indemnity and defense obligations. The City does not represent that coverages and limits required in this contract will necessarily be adequate to protect the Contractor.

11. Except for Worker's Compensation coverages, Contractor shall by appropriate written agreements flow-down the additional insured coverage, certificate, endorsement, waiver of subrogation, and all other requirements of these requirements to all tiers of subcontractors for all insurance required of such subcontractors by Contractor for the work.

12. Contractor shall pay all insurance premiums including any charges for required waivers of subrogation or the endorsement of additional insureds. If Contractor fails to maintain insurance, the City may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under the Contract Documents. If the aggregate limits on any Contractor's insurance policy are no longer available, Contractor must notify the City and immediately, at Contractor's expense, purchase replacement coverage to meet the insurance requirements as specified in these requirements. Alternatively, the Contractor's failure to maintain the required insurance shall be grounds for a termination for default in accordance with the Contract Documents.

END OF INSURANCE REQUIREMENTS

**END OF SECTION**

**Number – GI0224** **IRRIGATION SYSTEM UPGRADES** **Program – GENERAL IMPROVEMENTS**

## PROJECT DESCRIPTION

This project will include the planning, design and installation of approximately sixty new irrigation controllers along streets, parks and facilities. System-wide communication upgrades with the Central Irrigation System will improve water conservation in response to daily weather conditions. Additionally, consultant services will be utilized to improve system optimization including site specific scheduling for up to twenty-five of the City's large landscapes. A series of training sessions will be held with the City's Maintenance Division to ensure the ongoing operation of the system.

The $1.38 million identified as "State Grant" is from the State of California - Department of Water Resources Urban Community Drought Relief Grant, which was awarded to Alameda County Flood Control and Water Conservation District, Zone 7, as part of a grant application that included several projects from local sponsors in the Livermore-Amador Valley. All activities to implement the project must be completed by December 31, 2026, to be eligible for State Grant funding.

**PROJECT TIMELINE:** The project is currently in design. Controller replacement will start in 2025.

**ANNUAL OPERATING IMPACT**: $45,000 (projected to be offset in savings in water utility costs)

| | | 2024-2029 CAPITAL IMPROVEMENT PROGRAM | | | | | | |
|---|---|---|---|---|---|---|---|---|
| ESTIMATED COSTS | PRIOR YEARS | 2024-2025 | 2025-2026 | 2026-2027 | 2027-2028 | 2028-2029 | FUTURE YEARS | TOTALS |
| 9100 – Salaries & Benefits | $104,000 | | | | | | | $104,000 |
| 9200 – Contract Services | $350,000 | | | | | | | $350,000 |
| 9400 – Improvements | $721,000 | | | | | | | $721,000 |
| 9500 – Miscellaneous | $15,000 | | | | | | | $15,000 |
| 9600 – Equipment | $650,000 | | | | | | | $650,000 |
| **TOTAL** | **$1,840,000** | | | | | | | **$1,840,000** |

| FUNDING SOURCE | PRIOR YEARS | 2024-2025 | 2025-2026 | 2026-2027 | 2027-2028 | 2028-2029 | FUTURE YEARS | TOTALS |
|---|---|---|---|---|---|---|---|---|
| 1001 – General Fund | $460,000 | | | | | | | $460,000 |
| 2921 – State Grant - General | $1,380,000 | | | | | | | $1,380,000 |
| **TOTAL** | **$1,840,000** | | | | | | | **$1,840,000** |

# CITY OF DUBLIN

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
BID SUMMARY

**Project Name:** Irrigation System Upgrades

**Project No. :** GI0224
**Bid Date:** May 6, 2025

| **BASE BID** | | | | CLS/Cervantes Landscape Services, Inc. | | Medallion Landscape Mangement, Inc. | | Los Loza, Inc. | |
|---|---|---|---|---|---|---|---|---|---|
| **ITEM** | **DESCRIPTION** | **Qty.** | **UNIT** | **Unit Cost** | **Extension** | **Unit Cost** | **Extension** | **Unit Cost** | **Extension** |
| 1 | Base Bid - Irrigation System Upgrades | 1 | LS | $347,757.00 | $347,757.00 | $458,900.00 | $458,900.00 | $473,000.00 | $473,000.00 |
| | **TOTAL BASE BID** | | | | **$347,757.00** | | **$458,900.00** | | **$473,000.00** |

| **ADDITIVE ALTERNATES** | | | | CLS/Cervantes Landscape Services, Inc. | | Medallion Landscape Management, Inc. | | Los Loza, Inc. | |
|---|---|---|---|---|---|---|---|---|---|
| **ITEM** | **DESCRIPTION** | **Qty.** | **UNIT** | **Unit Cost** | **Extension** | **Unit Cost** | **Extension** | **Unit Cost** | **Extension** |
| 1 | Replacement of Irrigation Controller at AVB/Starward | 1 | LS | $57,700.00 | $57,700.00 | $79,500.00 | $79,500.00 | $122,500.00 | $122,500.00 |
| 2 | Replacement of Irrigation Controller at Positano Park | 1 | LS | $9,700.00 | $9,700.00 | $4,820.00 | $4,820.00 | $12,000.00 | $12,000.00 |

DUBLIN
CALIFORNIA

# STAFF REPORT
CITY COUNCIL

**DATE:** **June 3, 2025**

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Colleen Tribby, City Manager

**SUBJECT:** Road Repair and Accountability Act of 2017, Senate Bill 1 – Fiscal Year 2025-26 Project List
*Prepared by: Oliver Castillo, Assistant Civil Engineer*

## EXECUTIVE SUMMARY:

The City Council will consider adopting a list of projects funded in Fiscal Year 2025-26 by Senate Bill (SB) 1, the Road Repair and Accountability Act of 2017.

## STAFF RECOMMENDATION:

Adopt the **Resolution** Adopting a List of Projects Funded in Fiscal Year 2025-26 by Senate Bill 1, the Road Repair and Accountability Act of 2017.

## FINANCIAL IMPACT:

It is estimated that the City of Dublin will receive $2,016,576 in funding from the Road Maintenance and Rehabilitation Account in Fiscal Year 2025-26. This is in addition to the state gas tax funds the City receives annually, which are anticipated to be $2,110,646 in Fiscal Year 2025-26. Any unspent or unallocated funds will be carried forward to future years.

## DESCRIPTION:

In April 2017, the State Legislature passed, and Governor Brown approved SB 1, the Road Repair and Accountability Act of 2017, creating the Road Maintenance and Rehabilitation Program to address deferred maintenance on the state highway system and the local street and road system through increased fuel taxes. It also established a significant, stable, and ongoing increase in state transportation funding. Funds for the program are deposited into the State Transportation Fund, Road Maintenance and Rehabilitation Account (RMRA). SB 1 is generating approximately $5.4 billion annually for state and local transportation improvements.

The fuel excise taxes established by SB 1 include annual inflationary adjustments that began July 1, 2020. The following lists the transportation taxes allocated to cities and counties by SB 1 with the estimated Fiscal Year 2025-26 tax rate. The initial 2017 rate is shown in

parenthesis.

- Gasoline excise tax of $0.155 per gallon ($0.120 per gallon).
- Diesel excise tax of $0.259 per gallon ($0.200 per gallon) - Half of this tax is allocated to RMRA and the other half is allocated to the Trade Corridors Enhancement Account (TCEA).
- Vehicle registration tax called the “Transportation Improvement Fee,” based on the market value of the vehicle.
- Vehicle registration tax of $118 on zero-emission vehicles (ZEV) of model year 2020 and later (started at $100 effective July 1, 2020).
- Annual rate increases to these taxes began July 1, 2020 (July 1, 2021, for the ZEV fee), and are adjusted every July 1 thereafter for the change in the California Consumer Price Index (CPI). The first adjustment was made on July 1, 2020, covering CPI change for two years: November 1, 2017, through November 12, 2019.

Funds are in addition to the traditional state gas tax funds, which have been in place for decades and are allocated by the state through the Highway Users Tax Account (HUTA). The rules associated with the use of RMRA funds are similar, but not identical to the rules associated with HUTA funds. RMRA funds must be used for projects that include, but are not limited to, the following:

- Road maintenance and rehabilitation
- Safety projects
- Railroad grade separations
- Traffic control devices
- Complete streets components, which include active transportation projects, pedestrian and bicycle safety projects, transit facilities, and drainage and stormwater capture projects in conjunction with other allowable projects.

Additionally, if a city or county has an average Pavement Condition Index of 80 or more (very good to excellent), then the city or county may spend its RMRA funds on transportation priorities other than those listed above. The City of Dublin currently has a three-year moving average Pavement Condition Index of 79.

**Maintenance of Effort**

SB 1 requires that RMRA funds do not supplant existing general revenues that the City of Dublin is using on streets and roads. This is referred to as the maintenance of effort (MOE) requirement. The MOE is calculated by the State Controller based upon the City’s average spending for street and road purposes for Fiscal Years 2009-10, 2010-11, and 2011-12. The City of Dublin’s MOE was calculated as $1,229,320, and for Fiscal Years 2025-26 through 2029-30, the City meets the MOE requirement.

**Reporting Requirements**
For the City to receive RMRA funds, SB 1 requires the annual submission of a project list to the California Transportation Commission. The project list must be adopted by the City Council by July 1 in the form of a resolution adhering to the reporting guidelines. For Fiscal Year 2025-26, Staff recommends that the City Council approve the project list to include the following:

- Annual Street Resurfacing (CIP No. ST0117) for FY 2025-26

  RMRA Funding: $2,000,000

  This project provides for the design and construction of a variety of pavement surface treatments and repairs to existing City streets. The project is budgeted annually to help maintain the significant investment the City has in the street system. Project locations vary each year. In Fiscal Year 2025-26, the project will provide slurry seal maintenance of the following collector and residential streets:

| 2025 Annual Street Resurfacing - Streets List | | | | |
|---|---|---|---|---|
| Allegheny Drive | Alto Way | Amatrice Way | Ash Court | Aspen Street |
| Asterwood Drive | Avanti Avenue | Avon Court | Bangor Court | Bear Canyon Court |
| Belcarra Court | Birch Court | Bloomfield Terrace | Britanny Drive | Britanny Lane |
| Capistrello Street | Carbondale Circle | Carbondale Way | Castilian Court | Cedar Court |
| Cedar Lane | Champagne Court | Champagne Place | Contrada Court | Corinth Court |
| Corsica Court | Creekside Court | Creekside Drive | Cydonia Court | Dry Creek Drive |
| Dublin Green Court | Dublin Green Drive | Duke Court | E Cantara Drive | Ebensburg Lane |
| Eden Street | Elk Court | Elm Court | Erie Court | Fir Court |
| Forino Drive | Fortezza Court | Foxword Way | Georgian Oaks Court | Glynnis Rose Drive |
| Haggerty Drive | Harlan Road | Hemlock Street | Hickory Lane | Hyde Court |
| Iglesia Drive | Inspiration Circle | Joey Dare Court | Juarez Lane | Kelly Canon Court |
| Kelly Canyon Drive | Kelly Canyon Place | Killian Street | King Way | La Strada Drive |
| La Vina Street | Lancaster Court | Lancaster Road | Lewis Avenue | Lilly Pad Lake Court |
| Linden Street | Los Ranchitos Court | Maple Drive | Marquita Court | Marshall Canyon Court |
| Marshall Canyon Drive | Martin Canyon Road | McCormick Court | Montese Court | Mountain Rise Place |
| Murietta Court | N Spago Drive | Norfolk Place | Oak Court | Obispo Court |
| O'Ryan Street | Palazzo Drive | Pandora Way | Panorama Court | Panorama Drive |
| Peppertree Road | Pike Court | Pine Court | Pino Grande Drive | Pinot Noir Court |

| 2025 Annual Street Resurfacing - Streets List | | | | |
|---|---|---|---|---|
| Pitt Court | Poplar Way | Portage Road | Post Road | Prince Drive |
| Red Hills Court | Redwood Avenue | Regio Court | Regio Drive | Reimers Court |
| Reimers Court | Reimers Way | Ridgeline Court | Ridgeline Drive | Ridgeline Place |
| Rolling Hills Drive | Roscommon Way | Rothschild Court | Rothschild Place | S Spago Drive |
| Sage Court | Saint Raymond Court | Santo Court | Sara Ann Court | Scala Court |
| Schaefer Heights Court | Schaefer Heights Drive | Seine Court | Sequoia Avenue | Shannon Court |
| Solana Drive | Soleado Court | Southwick Court | Spencer Court | Spruce Lane |
| Sunset View Court | Sunset View Drive | Syrah Drive | Table Mountain Road | Tory Way |
| Twain Harte Road | Tyne Court | Utica Court | Valerio Street | Via Zapata |
| Village View Court | Vista Place | W Cantara Drive | Walnut Street | Wild Horse Court |
| Wildcat Court | Winterbrook Avenue | Woodren Court | York Court | Zapata Court |

Construction is anticipated to begin in summer 2025 and be completed in fall 2025. Surface treatments and repairs completed with this project will have a useful life between seven and 20 years.

- Citywide Bicycle and Pedestrian Improvements (CIP No. ST0517) for FY 2025-26

  RMRA Funding: $250,000

  This project includes planning, design, and construction of improvements to various pedestrian and bicycle facilities throughout the City. Project locations vary each year; in Fiscal Year 2025-26, the project will provide the construction of Rectangular Rapid Flashing Beacons, curb ramp improvements, and minor civil improvements on Regional Street, between Amador Valley Boulevard and Dublin Boulevard.

  Construction is anticipated to begin in summer 2025 and be completed in fall 2025. Rectangular Rapid Flashing Beacons will have a useful life of approximately 20 years.

**STRATEGIC PLAN INITIATIVE:**

None.

**NOTICING REQUIREMENTS/PUBLIC OUTREACH:**

The City Council Agenda was posted.

**ATTACHMENTS:**

1) Resolution Adopting a List of Projects Funded in Fiscal Year 2025-26 by Senate Bill 1, the Road Repair and Accountability Act of 2017.

**RESOLUTION NO. XX – 25**

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

**ADOPTING A LIST OF PROJECTS FUNDED IN FISCAL YEAR 2025-26 BY SENATE BILL 1, THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

**WHEREAS,** Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

**WHEREAS,** SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

**WHEREAS**, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

**WHEREAS**, the City, will receive an estimated $2,016,576 in RMRA funding in Fiscal Year 2025-26 from SB 1; and

**WHEREAS**, this is the ninth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

**WHEREAS,** the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

**WHEREAS,** the City used the Capital Improvement Program and a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

**WHEREAS,** the funding from SB 1 will help the City maintain and rehabilitate streets and add active transportation infrastructure throughout the City this year and into the future; and

**WHEREAS,** the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in "good" condition and this revenue will help us increase the and maintain the overall quality of our road system and enhance pedestrian and bicycle safety and mobility within the City; and

**WHEREAS**, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive benefits to the lifespan of our local streets and enhance pedestrian and bicycle mobility and safety with co-benefits statewide.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Dublin does hereby approve the following project to be funded in Fiscal Year 2025-26 with Road Maintenance and Rehabilitation Account Revenues:

Project Title: Annual Street Resurfacing (CIP No. ST0117) for Fiscal Year 2025-26

Project Description: This project provides a variety of pavement resurfacing treatments and repairs to existing City streets. The project is budgeted annually to help maintain the substantial investment the City has in the public street system. This Fiscal Year's resurfacing treatments include a slurry seal, crack sealing, and base repairs at the locations described below.

Project Location: This project provides slurry seal maintenance of collector and residential streets in Dublin including:

Allegheny Drive, Alto Way, Amatrice Way, Ash Court, Aspen Street, Asterwood Drive, Avon Court, Avanti Avenue, Bangor Court, Bear Canyon Court, Belcarra Court, Birch Court, Bloomfield Terrace, Britanny Drive, Britanny Lane, Capistrello Street, Carbondale Circle, Carbondale Way, Castilian Court, Cedar Court, Cedar Lane, Champagne Court, Champagne Place, Contrada Court, Corinth Court, Corsica Court, Creekside Court, Creekside Drive, Cydonia Court, Dublin Green Court, Dublin Green Drive, Dry Creek Drive, Duke Court, Ebensburg Lane, Eden Street, Elk Court, Elm Court, Erie Court, E Cantara Drive, Fir Court, Fortezza Court, Foxword Way, Georgian Oaks Court, Glynnis Rose Drive, Haggerty Drive, Harlan Road, Hemlock Street, Hickory Lane, Hyde Court, Iglesia Drive, Inspiration Circle, Joey Dare Court, Juarez Lane, Kelly Canon Court, Kelly Canyon Drive, Kelly Canyon Place, Killian Street, King Way, La Strada Drive, La Vina Street, Lancaster Court, Lancaster Road, Lewis Avenue, Lilly Pad Lake Court, Linden Street, Los Ranchitos Court, Maple Drive, Marquita Court, Marshall Canyon Court, Marshall Canyon Drive, Martin Canyon Road, McCormick Court, Montese Court, Mountain Rise Place, Murietta Court, N Spago Drive, Norfolk Place, Oak Court, Obispo Court, O'Ryan Street, Palazzo Drive, Panorama Court, Panorama Drive, Peppertree Road, Pike Court, Pine Court, Pinot Noir Court, Pitt Court, Pino Grande Drive, Poplar Way, Portage Road, Post Road, Prince Drive, Red Hills Court, Regio Court, Regio Drive, Reimers Court, Reimers Way, Ridgeline Court, Ridgeline Drive, Ridgeline Place, Rolling Hills Drive, Roscommon Way, Rothschild Court, Rothschild Place, Saint Raymond Court, Sage Court, Sara Ann Court, Scala Court, Schaefer Heights Court, Schaefer Heights Drive, Sequoia Avenue, Shannon Court, Solana Drive, Soleado Court, Southwick Court, Spencer Court, S Spago Drive, Spruce Lane, Sunset View Court, Sunset View Drive, Syrah Drive, Table Mountain Road, Tory Way, Twain Harte Road, Tyne Court, Utica Court, Valerio Street, Via Zapata, Village View Court, Vista Place, Walnut Street, Wildcat Court, Wild Horse Court, Winterbrook Avenue, Woodren Court, W Cantara Drive, York Court, and Zapata Court.

Estimated Project Schedule: Construction starts summer 2025 – completion fall 2025.

Estimated Project Useful Life: Surface treatments that will be completed as part of this project will have a useful life of between seven and 20 years.

**BE IT FURTHER RESOLVED** that the City Council of the City of Dublin does hereby approve the following project to be funded in Fiscal Year 2025-26 with Road Maintenance and Rehabilitation Account revenues:

Project Title: Citywide Bicycle and Pedestrian Improvements (CIP No. ST0517) for Fiscal Year 2025-26

Project Description: This project includes construction of improvements to various pedestrian and bicycle facilities throughout the City. This Fiscal Year's project includes the construction of Rectangular Rapid Flashing Beacons, curb ramp improvements, and minor civil improvements.

Project Location: The Rectangular Rapid Flashing Beacons will be installed at Regional Street, between Amador Valley Boulevard and Dublin Boulevard.

Estimated Project Schedule: Construction starts summer 2025 – completion fall 2025.

Estimated Project Useful Life: Rectangular Rapid Flashing Beacons will have a useful life of approximately 20 years.

**PASSED, APPROVED AND ADOPTED** this 3rd day of June 2025, by the following vote:

**AYES**:

**NOES**:

**ABSENT**:

**ABSTAIN**:

_____
Mayor

**ATTEST**:

_____
City Clerk

DUBLIN
CALIFORNIA

# STAFF REPORT
## CITY COUNCIL

**DATE:** **June 3, 2025**

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Colleen Tribby, City Manager

**SUBJECT:** 2025 Utility Box Art Selection
*Prepared by: Shelby Perry, Recreation Coordinator*

**EXECUTIVE SUMMARY:**

The City Council will consider a recommendation from the Heritage and Cultural Arts Commission for artwork to be painted on 10 utility boxes in summer 2025.

**STAFF RECOMMENDATION:**

Approve the Heritage and Cultural Arts Commission's recommendations for the 2025 Utility Box Art Program.

**FINANCIAL IMPACT:**

The cost of 10 utility boxes, including artist payments and miscellaneous supplies, is estimated at $10,350. This project is funded by the Public Art Fund and is included in the adopted Fiscal Year 2025-26 Budget.

**DESCRIPTION:**

The 2025 Utility Box Art program will include painting ten utility boxes throughout Dublin. The design theme for this project is "Urban Nature." Artists were encouraged to be as creative as possible when developing images and designs that captured this theme. The City sought proposals that incorporated the theme with unique and creative ideas. Artwork themes should also align with the City's Values, which are a part of the adopted Mission and Vision Statements, including safety, inclusivity, diversity, equality, and history. Artwork must also be suitable for all ages.

Staff issued a Call for Artists on February 17, 2025 (Attachment 2), publicizing the opportunity through the City's website, social media channels, direct outreach to interested artists, previous utility box participants, registrants in the Cultural Arts Database, and neighboring cities with similar programs. Forty-three design proposals were received from 24 professional artists, and 16 design proposals were received from 11 student artists. In total, 59 design

proposals were received from 35 individual artists by the April 14, 2025 deadline.

On May 8, 2025, the Heritage and Cultural Arts Commission reviewed the artists' proposals and deliberated before recommending 10 artist proposals for City Council consideration and approval. The recommended artists' resumes, statements, and design proposals are included with this Staff Report (Attachment 1). Below is a table illustrating the utility box locations with the recommended artist and title of the artist's proposal.

**TABLE 1: UTILITY BOX LOCATIONS AND ARTISTS' ASSIGNMENTS**

| ***Box*** | ***Box location*** | ***Artist*** | ***Proposal Title*** |
|---|---|---|---|
| **Box 1** | Fallon Rd. & Fallon Gateway | Haley Haslim | Springtime On the Move |
| **Box 2** | Fallon Rd. & Dublin Blvd. | Malavika Oak | Bloom Where Planted |
| **Box 3** | Fallon Gateway & Dublin Blvd. | Emaan Qayyum * | If You Look for It… |
| **Box 4** | Dublin Blvd. & Brannigan St. | Ekaterina Bazlakova | Exotic Flowers and Birds |
| **Box 5** | Brannigan St. & Central Pkwy | Sophia Lee | Daydream & Wander |
| **Box 6** | Central Pkwy & Grafton St. | Spence Snyder | Dublin Buzz |
| **Box 7** | Gleason Dr. & Creekview Dr. | Kim Champion | The Neighborhood |
| **Box 8** | Dublin Blvd. Silvergate Dr. | Joel Yau | Dublin City Vibe |
| **Box 9** | Dublin Blvd. & Schaefer Ranch Rd. | Elli Maskiell | Flora_Scan.Exe |
| **Box 10** | Dublin Blvd. & Inspiration Dr. | Swati Rastogi | Nature, its colors and shapes |

*Student Artist

**STRATEGIC PLAN INITIATIVE:**

None.

**NOTICING REQUIREMENTS/PUBLIC OUTREACH:**

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

**ATTACHMENTS:**

1) 2025 Utility Box Art - Design Proposals from Recommended Artists
2) 2025 Utility Box Art - Call for Artists

**PROPOSAL COVERSHEET:**

## Dublin 2025 Utility Box Art Project
## Proposals Not Accepted after Monday, April 14, 2025, 12:00AM (midnight)

Please indicate experience level:

☒ Professional Artist(s) ☐ Student Artist(s), under supervision of Art Professional

Please indicate any specific box(es) you have proposed a design for, or check 'No Preference' if you would be willing to adapt your design(s) to fit any assigned location:

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| ☐ | 1 | ☐ | 4 | ☐ | 7 | | |
| ☐ | 2 | ☐ | 5 | ☒ | 8 | ☐ | 10 |
| ☐ | 3 | ☐ | 6 | ☐ | 9 | ☐ | Any |

Artist: Haley Haslim

Co-Artist, if applicable: _____

Co-Artist, if applicable: _____

Address: [redacted]

City: [redacted] State: CA Zip: 94568

Phone: [redacted] Social: instagram: @haley.e.designs

E-mail Address: [redacted] Website: https://hhaslim0022cd73.myportfolio.com/welcome-page

Signature of Artist: _____ Date: 4/13/25

Signature of Co-Artist, if applicable: _____ Date: _____

Signature of Co-Artist, if applicable: _____ Date: _____

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Supervising Art Professional, if applicable: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ E-mail Address: _____

Signature of Supervising Art Professional: _____ Date: _____

# Haley Haslim

[redacted]

## Education

### Point Loma Nazarene University, San Diego CA
*Bachelors in progress - Graduating in 2026*
GPA - 3.6, Major GPA - 4.0
- Studio Art Major | Concentration in Drawing, Painting, and Printmaking
- Business Administration Minor
- Graphic Design Minor

### Valley Christian High School, Dublin CA
*Graduated in 2022*
GPA - 3.9
- President of the Art Club (2020-2022)
- Varsity Volleyball Captain

## Applicable Courses

- Life Drawing
- Color Theory
- 3D Design
- Painting 1
- Drawing 1
- Art History 1 & 2
- Contemporary Art History
- Typography
- Illustration 1 & 2
- Printmaking
- Management
- Marketing
- Branding & Identity

## Skills

- Adobe Creative Suite
- Microsoft Suite
- Google Workspace
- Color theory
- Typography

- Creative Problem Solving
- Strong work ethic
- Time management
- Attention to detail

*my portfolio:*

## Work Experience

### Mendocino Farms, San Ramon CA
*Hospitality Team Member*
January 2022 - August 2022, May 2023 - August 2023

- Welcomed and interacted with guests
- Organized and bagged orders, sent out meals to customers
- Kept the restaurant clean and organized

### Sodexo Dining Company at the Point Break Cafe, Point Loma Nazarene University, San Diego CA
*Team Member*
January 2023 - May 2023, August 2023 - Now (expected May 2024)

- Helped stock and take inventory of store goods
- Kept the restaurant clean
- Took, cooked, and prepared orders
- Worked closing shifts

### Crosswinds Church, Livermore CA
*Kids Ministry Intern*
May 2021 - August 2022

- Cared for and interacted with Preschool aged children
- Involved childeren in creative activities, crafts, and games
- Cleaned and organized classrooms
- Welcomed and connected with parents

### REI Co-op, Dublin CA
*seasonal frontline sales team member*
May 2024 - July 2024

- Interacted with members and guests at checkout and on sales floor
- initiated membership sales and action-fund donations
- took inventory, restocked frontline, and kept department clean

### Utility Box Public Art Commission, Dublin CA
*Designer and Painter*
August 2024

- Coordinated with the city's recreation department
- Digitally designed all sides of a signal utility box
- Worked within guidelines of the theme "out of this world"
- Executed the Design at a designated utility box in Dublin
- Cleaned, primed, painted, and sealed the utility box

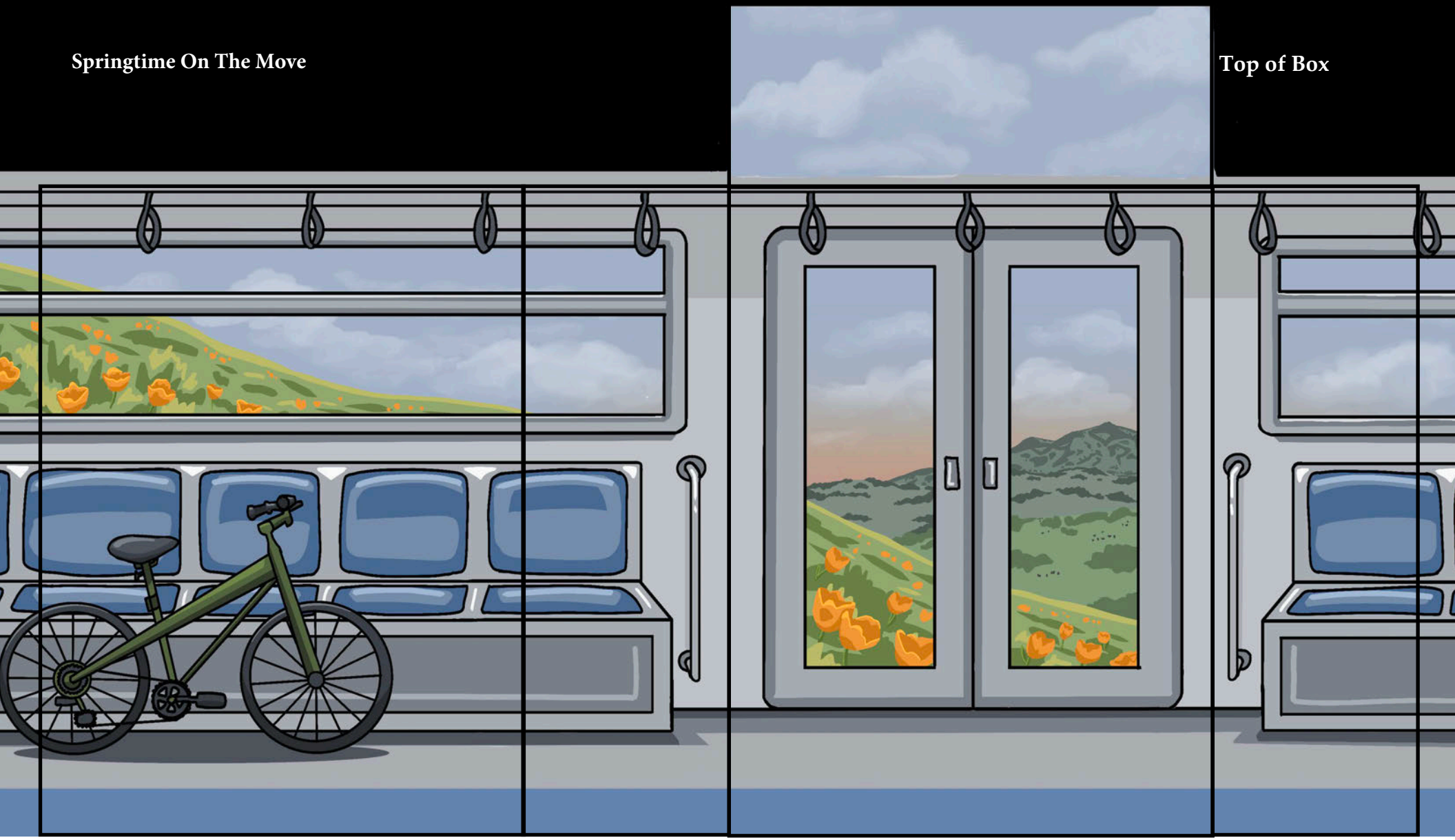
## Exhibit A

### Artist Statement

"Springtime On The Move" is inspired by the BART rail that runs through our city as well as the lush landscape that blooms across Dublin's hills in the springtime. I've included Mt. Diablo, California poppies, and cows grazing in the distance as some recognizable and iconic elements from our city's landscape. The vision was to allow the interior of the train to represent more urban elements while the scenery beyond embodies green spaces throughout our valley, ultimately displaying the connectedness between urban technology and our environment. My hope is that this work will allow people to be more mindful of the beauty just outside their window, encouraging them to look up more often in the midst of their busy days.

**Springtime On The Move**

**Top of Box**



**Front** **Left Side** **Back** **Right Side**

**PROPOSAL COVERSHEET:**

## Dublin 2025 Utility Box Art Project
## Proposals Not Accepted after Monday, April 14, 2025, 12:00AM (midnight)

Please indicate experience level:

☐ Professional Artist(s) ☐ Student Artist(s), under supervision of Art Professional

Please indicate any specific box(es) you have proposed a design for, or check 'No Preference' if you would be willing to adapt your design(s) to fit any assigned location:

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| ☐ | 1 | ☐ | 4 | ☐ | 7 | | |
| ☐ | 2 | ☐ | 5 | ☐ | 8 | ☐ | 10 |
| ☐ | 3 | ☐ | 6 | ☐ | 9 | ☐ | Any |

Artist: Malavika Oak

Co-Artist, if applicable: _____

Co-Artist, if applicable: _____

Address: [redacted]

City: [redacted] State: _____ Zip: _____

Phone [redacted] Social: _____

E-mail Address: [redacted] Website: _____

Signature of Artist: M.AOak Date: _____

Signature of Co-Artist, if applicable: _____ Date: _____

Signature of Co-Artist, if applicable: _____ Date: _____

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Supervising Art Professional, if applicable: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ E-mail Address: _____

Signature of Supervising Art Professional: _____ Date: _____

# Malavika Oak

[redacted]

Instagram: @malavikaspaintings

## ARTIST STATEMENT

A passionate plein air artist with 10+ years of experience capturing urban and natural landscapes in oil and watercolor. My work blends observational detail with expressive color, celebrating the intersection of community, nature, and place. With roots in both fine art and user experience design, I bring thoughtful storytelling, visual clarity, and human-centered creativity to every project—especially in public art that aims to uplift and connect.

## ART EXPERIENCE

**Plein Air Artist**
*2014 – Present*

- Painting in public spaces using oil and watercolor to reflect the beauty and rhythm of everyday environments.
- Dedicated to portraying the spirit of local communities through vibrant, nature-inspired compositions.
- Active sketcher and painter in parks, city streets, and rural areas.

**Juried Exhibitions & Group Shows**
*Tri-Valley, Tracy, Manteca & Greater Bay Area*

- Exhibited in local shows including seasonal plein air festivals, pop-up galleries, and juried art shows.
- Participated in the Tri Valley Open Studios

**Awards & Recognition**

- Received multiple awards for artistic excellence from city-hosted and independent art organizations in:
    - **Tri-Valley**
    - **Tracy**

**Utility Box Art Template**

**Exhibit A**

Please use this diagram or similar format of a utility box to show the image you would like to paint on the four sides and top of the box. Keep in mind that the City's utility boxes vary in dimensions and size and will also have additional cabinets and meters on them. This is a generic diagram to better illustrate how the design will appear on the utility box and will be provided to those reviewing the proposals.

**Art Title:**

**Top of Box**




**Back** **Left Side** **Front** **Right Side**

## Bloom Where Planted




This utility box design is a vibrant, botanical celebration of **urban nature**, wrapped in a garden of bold, stylized flowers and foliage in warm, joyful tones. The phrase **"Bloom where planted"** anchors the design on both the front and back, serving as a motivational message that encourages growth, resilience, and positivity—wherever you are rooted.

**Bridges the natural and built environment**, blending the organic beauty of plants with the hard edges of city infrastructure.

**Promotes personal and community growth**, resonating with the idea that even in the busiest, most industrial spaces, we can grow, thrive, and bloom.

**All sides** of the box are covered with large, graphic floral illustrations in rich colors—yellows, corals, purples, greens, and blues—creating a lush, immersive feel.

[redacted]

**PROPOSAL COVERSHEET:**

## Dublin 2025 Utility Box Art Project
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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| ☐ | 1 | ☐ | 4 | ☐ | 7 | | |
| ☐ | 2 | ☐ | 5 | ☐ | 8 | ☐ | 10 |
| ☐ | 3 | ☐ | 6 | ☐ | 9 | ☒ | Any |

Artist: Ayesha Emaan Qayyum

Co-Artist, if applicable: N/A

Co-Artist, if applicable: N/A

Address: [redacted]

City: [redacted] State: CA Zip: 94568

Phone [redacted] Social: Instagram: @emaan.qayyum

E-mail Address: [redacted] Website: N/A

Signature of Artist: [signature] Date: 04/14/25

Signature of Co-Artist, if applicable: _____ Date: _____

Signature of Co-Artist, if applicable: _____ Date: _____

---

Supervising Art Professional, if applicable: Afshan Hamid

Address: [redacted]

City: [redacted] State: CA Zip: 94568

Phone [redacted] E-mail Address: [redacted]

Signature of Supervising Art Professional: [signature] Date: 04/14/25

# Emaan Qayyum

[redacted]

## Artist Statement

As a young artist, I explore themes of identity, growth, and community through vibrant, narrative-based artwork. My goal is to create pieces that spark connection and celebrate the diversity of experiences around me.

## Artistic Experience

2024-2025 SCHOOL YEAR

### Boardroom Banner Art Contest Winner

- Artwork titled *From Doodles to Diplomas* selected as the official banner of the DUSD Boardroom
- Installed on the exterior wall of the district office; on display through early 2026
- Recognized at the Board of Trustees meeting on March 25, 2025

### AP Studio Art – *Dublin High School*

- Coursework includes drawing, painting, and digital media
- Focus on personal growth, symbolism, and storytelling

## Education

AUGUST 2022 - JUNE 2026

### Dublin High School – *Dublin, CA*

- Class of 2026
- President and founder of DHS Art Club
    - Raised over $500 for the club
    - 2 murals in progress on campus

## Exhibitions & Features

- From *Doodles to Diplomas* – Public Installation, Dublin Unified School District Office (2025–2026)
- Featured in Pleasanton Weekly (April 2025)
- Interviewed in DUSD Spotlight Video (March 2025)

**Utility Box Art Template**

**Exhibit A**

Please use this diagram or similar format of a utility box to show the image you would like to paint on the four sides and top of the box. Keep in mind that the City's utility boxes vary in dimensions and size and will also have additional cabinets and meters on them. This is a generic diagram to better illustrate how the design will appear on the utility box and will be provided to those reviewing the proposals.

**Art Title:**

**Top of Box**



**Back** **Left Side** **Front** **Right Side**

**PROPOSAL COVERSHEET:**

## Dublin 2025 Utility Box Art Project
## Proposals Not Accepted after Monday, April 14, 2025, 12:00AM (midnight)

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| ☐ | 1 | ☐ | 4 | ☐ | 7 | | |
| ☐ | 2 | ☐ | 5 | ☐ | 8 | ☐ | 10 |
| ☐ | 3 | ☐ | 6 | ☐ | 9 | ☒ | Any |

Artist: Ekaterina Bazlakova

Co-Artist, if applicable: _____

Co-Artist, if applicable: _____

Address: [redacted]

City: [redacted] State: CA Zip: 94546

Phone: [redacted] Social: @artbazlakova

E-mail Address: [redacted] Website: www.artbazlakova.com

Signature of Artist: _____ Date: 04/13/2025

Signature of Co-Artist, if applicable: _____ Date: _____

Signature of Co-Artist, if applicable: _____ Date: _____

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Supervising Art Professional, if applicable: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ E-mail Address: _____

Signature of Supervising Art Professional: _____ Date: _____

# EKATERINA BAZLAKOVA

## Artist, Art Teacher

[redacted]
Portfolio: artbazlakova.com
Instagram: @artbazlakova

Languages
- Russian (native)
- German (proficient)
- English (advanced)

Status: Green Card Holder

## Objective

A passionate, life-long artist and art educator with 40+ years of experience in the creative field. My paintings can be found in private collections all across the globe: Russia, Germany, Israel, the USA, France and Finland. I have a lot of experience in creating unique aesthetic compositions. All my works are unique and the themes vary from realism to social art and dreamy fantasies.

## Career Summary

Self employed Artist and Art Teacher

Produced a collection of 40 pictures depicting local nature “California dreams”
-Established Bay-Area based artist (2021)
-Created about 40 pictures in 5 years (2019-2024)
-Designed an award winning Utility Box Art for local community
-Completed utility box murals in Dublin (2020, 2022, and 2023)
-Designed an award winning book box art for Little Free Library in Dublin 2023
-Completed decorating book box for Little Free Library in Dublin 2023
-Publication in book “East Bay Artists 2022” by ArtPush org
-Solo Show Exhibition “California Dreaming” in San Ramon City Hall Gallery (January-February 2023)
-Designed two award winning storm drain arts for Dublin (Alamo Creek Park)
-Completed decorating two murals for Storm Drain Art Program in Dublin-2024
-7 artworks were chosen for Alameda Utility Box and Banners Art Program- 2024
- My art banners have been installed along Lewelling Boulevard in San Lorenzo
- 3 of my artworks were purchased by Alameda County Arts Commission for Artwork Purchase Program (2024)
- My art utility boxes have been installed in Castro Valley(2025)
-Created and taught unique educational program in Moscow State Youth Art Center (1979-2018)
-Teaching master classes in Aran’s Art Studio (acrylic painting in Castro Valley)
-Teaching master classes in my home art studio(acrylic painting in Castro Valley)

Skills: Oil, acrylic, watercolor, ink, pastel, linocat, batik

**Exhibit A**

**Exotic Flowers and Birds**
Ekaterina Bazlakova

**Top of Box**



**Back** **Left Side** **Front** **Right Side**

**PROPOSAL COVERSHEET:**

## Dublin 2025 Utility Box Art Project
## Proposals Not Accepted after Monday, April 14, 2025, 12:00AM (midnight)

Please indicate experience level:

☐ Professional Artist(s) ☐ Student Artist(s), under supervision of Art Professional

Please indicate any specific box(es) you have proposed a design for, or check 'No Preference' if you would be willing to adapt your design(s) to fit any assigned location:

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| ☐ | 2 | ☐ | 5 | ☐ | 8 | ☐ | 10 |
| ☐ | 3 | ☐ | 6 | ☐ | 9 | ☐ | Any |

Artist: Sohpia Lee

Co-Artist, if applicable: _____

Co-Artist, if applicable: _____

Addres [redacted]

City: [redacted] State: _____ Zip: _____

Phone: [redacted] Social: _____

E-mail Address: [redacted] Website: _____

Signature of Artist: _____ Date: _____

Signature of Co-Artist, if applicable: _____ Date: _____

Signature of Co-Artist, if applicable: _____ Date: _____

---

Supervising Art Professional, if applicable: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ E-mail Address: _____

Signature of Supervising Art Professional: _____ Date: _____

## Sophia Lee

[redacted]

### Artist Qualifications

Sophia Lee is a Taiwanese-American multimedia artist based in San Francisco, known for her vibrant murals, public art installations, and community-engaged projects. Her work transforms everyday spaces into playful "secret gardens" — blending organic forms, nature motifs, and whimsical creatures to spark joy and connection in urban settings. With over a decade of public art experience, Sophia has completed murals, temporary installations, and community art projects throughout California, often incorporating reclaimed materials and participatory elements.

Her murals and public artworks can be found in Redwood City, San Ramon, Dublin, Palo Alto, Tustin, San Francisco, Danville, Alameda, West Hollywood, and Sunnyvale. She was a participating artist in *Let's Glow SF* projection mapping festival, and her studio practice extends to mixed media paintings and sculptures using salvaged materials.

### Selected Public Art Projects

- Utility Box Murals — Redwood City, San Ramon, Dublin, Palo Alto, Tustin (2016–2025)
- Painted Planters — Old Town Tustin Public Art Program, 2023
- Little Fish Community Installation — Palo Alto Public Art, 2021
- Acorn Treasure Hunt — City of West Hollywood, 2023
- Submarine Portal Utility Box Mural — Palo Alto, 2021
- Dog of Danville & Heart on Hartz Temporary Sculptures — Danville, 2018–2022
- Hearts in SF Public Art Sculptures — SF General Hospital Foundation Auction, 2018–2024
- Let's Glow SF — Projection Mapping Festival, San Francisco, 2023
- Suns of Sunnyvale Sculpture & Painting Project — City of Sunnyvale, 2025
- Lobby Mural — Castro District Condo, San Francisco, 2019

### Selected Exhibitions

- The de Young Open — de Young Museum, San Francisco, 2023
- Into the Garden — Noe Valley Ministry, San Francisco, 2024

### Education

Fashion Design — FIDM, Los Angeles

BFA — Art Center College of Design, Pasadena

**Utility Box Art Template**

**Exhibit A**

Please use this diagram or similar format of a utility box to show the image you would like to paint on the four sides and top of the box. Keep in mind that the City's utility boxes vary in dimensions and size and will also have additional cabinets and meters on them. This is a generic diagram to better illustrate how the design will appear on the utility box and will be provided to those reviewing the proposals.

**Art Title:** Daydream & Wander

**Top of Box**



**Back** **Left Side** **Front** **Right Side**

**PROPOSAL COVERSHEET:**

## Dublin 2025 Utility Box Art Project
## Proposals Not Accepted after Monday, April 14, 2025, 12:00AM (midnight)

Please indicate experience level:

☒ Professional Artist(s) ☐ Student Artist(s), under supervision of Art Professional

Please indicate any specific box(es) you have proposed a design for, or check 'No Preference' if you would be willing to adapt your design(s) to fit any assigned location:

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| ☐ | 2 | ☐ | 5 | ☐ | 8 | ☐ | 10 |
| ☐ | 3 | ☐ | 6 | ☐ | 9 | ☒ | Any |

Artist: Spence Snyder

Co-Artist, if applicable: _____

Co-Artist, if applicable: _____

Address: [redacted]

City: [redacted] State: CA Zip: 94941

Phone: [redacted] Social: Instagram: ArtOfSpence

E-mail Address: [redacted] Website: ArtOfSpence.com

Signature of Artist: Spence Snyder Date: 4-10-2025

Signature of Co-Artist, if applicable: _____ Date: _____

Signature of Co-Artist, if applicable: _____ Date: _____

---

Supervising Art Professional, if applicable: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ E-mail Address: _____

Signature of Supervising Art Professional: _____ Date: _____

spence snyder

[redacted]

## Artist Statement

I love the idea of transforming the utility boxes into public art as an appropriate way to bring art to the people in a positive way. My design "Dublin Buzz" is a fun and whimsical way to remind us of the importance of a healthy ecosystem that contains diverse plants and flowers and the bees that help everything to flourish.

## Bio

I am a native of the San Francisco Bay Area who lives and works in Mill Valley as an artist and designer. I received a degree in Illustration from the Academy of Art University in San Francisco and a Fine Art degree from the University of San Francisco. I have worked for over a decade as a commercial illustrator and designer working with clients such as Yahoo!, Intuit and EA Games.

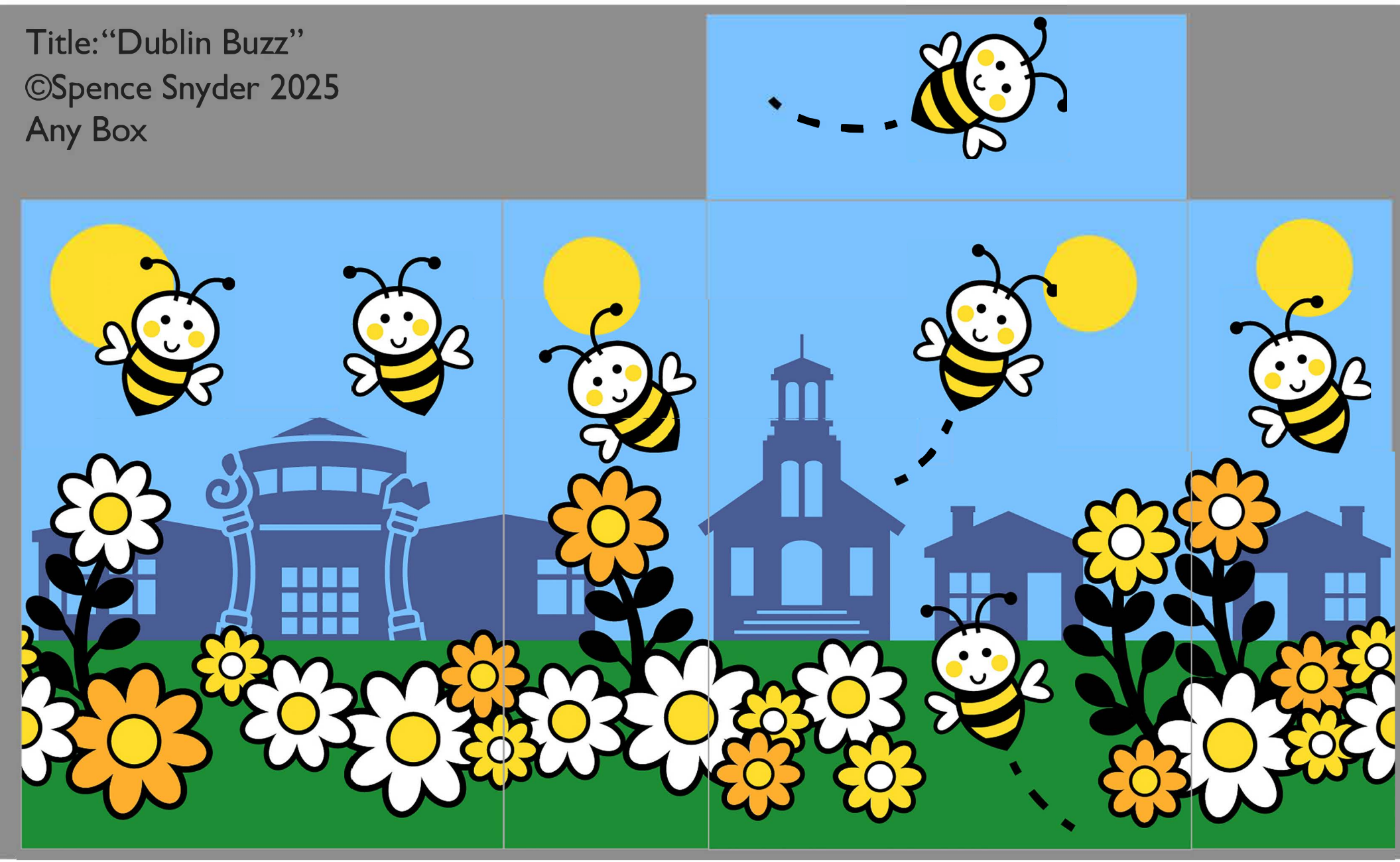
In 2019 I was one of eight artists chosen to participate in Mill Valley's Art Box program. I have also brought art directly to the people through many years of participation in the San Rafael Italian Street Painting Festival in downtown San Rafael. There I have seen the joy that art brings to people first hand. All of this exposer extends their understanding and appreciation of art and ultimately, I believe, makes people more empathetic through the experience of viewing the world through another's eyes.

As well as being an illustrator and designer I am also a fine artist. Much of my fine art has environmental concerns at its heart and is generally an exploration of how we humans relate to, perceive and manipulate nature.

You can view my work here:

www.spencesnyder.com
www.artofspence.com
Instagram: ArtOfSpence

Title: "Dublin Buzz"
©Spence Snyder 2025
Any Box



## PROPOSAL COVERSHEET:

**Dublin 2025 Utility Box Art Project**
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| ☐ | 3 | ☐ | 6 | ☐ | 9 | ☑ | Any |

Artist: Kim Champion

Co-Artist, if applicable: _____

Co-Artist, if applicable: _____

Address: [redacted]

City: [redacted] State: CA Zip: 94568

Phone: [redacted] Social: _____

E-mail Address: [redacted] Website: www.kimchampion.com

Signature of Artist: _____ Date: _____

Signature of Co-Artist, if applicable: _____ Date: _____

Signature of Co-Artist, if applicable: _____ Date: _____

---

Supervising Art Professional, if applicable: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ E-mail Address: _____

Signature of Supervising Art Professional: _____ Date: _____

# Kim Champion

## artist



### bio

Kim Champion is a contemporary artist who lives and works in the Bay Area. Her artwork uses abstraction and nature to create organic forms. Kim earned a Bachelor of Arts in Traditional Art from Cal State East Bay University and has had her work shown in exhibitions around the Bay Area.

### artist statement

Embarking on the creative journey of encapsulating the nuanced interplay between tranquility and turmoil in nature is a deeply introspective exercise for me. My artistic process is a continual exploration into the balance of serenity and discord that characterizes the natural world. The appeal of this exploration lies in my fascination with color, shapes, textures, and shading. The hours spent experimenting with these artistic facets are meditative, not just moments of creation.

Influenced by the artistic legacies of Georgia O'Keeffe and Norman Lewis, I draw inspiration from their masterful command over lines, shapes, and color. O'Keeffe's ability to distill the essence of nature into vibrant, expressive forms resonates with me deeply, while Lewis's innovative use of lines and color ignites my imagination.

website: **www.kimchampion.com**

## curriculum vitae.

Kim Champion (b. US)

[redacted]

**education.**

California State University East Bay, Bachelor of Arts in Traditional Studio Arts 2017

**exhibitions.**

2024 Group Exhibition, Art of the African Diaspora, RAC Main and West Galleries, Richmond , CA

2023 - 2024 Group Exhibition, CSUEB Faculty and Alumni Art Exhibition, CSUEB Art Gallery, Hayward, CA

2023 - 2024 Group Exhibition, Trees and Leaves Exhibition, Dublin Art Collective, Dublin, CA

2023 Group Exhibition, Celebrate Black History, Livermore Library, Richmond, CA

2023 Group Exhibition, Art of the African Diaspora, RAC Main and West Galleries, Richmond, CA

2022 2021 Group Exhibition, New Visions, RAC West Gallery, Richmond, CA

2021 Group Exhibition, Annual Alumni & Faculty Exhibition, CSUEB Art Gallery, Hayward, CA

2021 Group Exhibition, This Land is Me, Richmond Art Center, Virtual

2021 Group Exhibition, Empowerment & Social Change, Group Exhibition, June Steingart Gallery at Laney College

2021 Group Exhibition, Art of the African Diaspora, RAC Main Gallery, Virtual

2019 Group Exhibition, Annual Alumni & Faculty Exhibition, CSUEB Art Gallery, Hayward, CA

2018 Group Exhibition, Annual Alumni & Faculty Exhibition, CSUEB Art Gallery, Hayward, CA

2018 Solo Exhibition, Dream Variations, CSUEB Professional Development Center, Oakland CA

2017 Solo Exhibition, Dream Variations, BA Exhibition, CSUEB Old Kiln Gallery, Hayward, CA

2017 Group Exhibition, CSUEB Annual Juried Student Art Exhibition, CSUEB Art Gallery, Hayward, CA

2017 Group Exhibition, Boundless, CSUEB Old Kiln Gallery, Hayward, CA

2016 Group Exhibition, CSUEB Annual Juried Student Art Exhibition, CSUEB Art Gallery, Hayward, CA

# Artwork Statement (Theme: Urban Nature)

## The Neighborhood

To me, the word **‘urban’** evokes memories of basketball on asphalt courts—laughter echoing through the neighborhood after school or on Saturday mornings. This image uses bright colors to convey joy and hope, blending elements of “**nature**” from local parks with nearby businesses to reflect a safe, playful environment. It captures the essence of a perfect day in a neighborhood where I would’ve liked to grow up.

Art Title: THE NEIGHBORHOOD

Top of Box




Back

Left Side

Front

Right Sid

**PROPOSAL COVERSHEET:**

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| ☐ | 3 | ☐ | 6 | ☐ | 9 | ☐ | Any |

Artist: Joel Yau

Co-Artist, if applicable: _____

Co-Artist, if applicable: _____

Address: [redacted]

City: _____ State: _____ Zip: _____

Phone: [redacted] Social: instagram.com/studioyau

E-mail Address: [redacted] Website: www.studioyau.com

Signature of Artist: _____ Date: April 14, 2025

Signature of Co-Artist, if applicable: _____ Date: _____

Signature of Co-Artist, if applicable: _____ Date: _____

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Supervising Art Professional, if applicable: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ E-mail Address: _____

Signature of Supervising Art Professional: _____ Date: _____

JOEL **YAU**

**VISUAL ARTIST**
Street Painter
Fine Artist
Graphic Designer
Illustrator

[redacted]

www.studioyau.com

## Street Painting Festivals Exhibitions (partial selection: 1997-2025)

- 1st World Street Painting Festival, Arnhem, The Netherlands (3-D Featured Artist)
- LelySTART, Lelystad, Holland (Featured Artist)
- Victoria International Chalk Festival, Victoria, British Columbia, Canada
- Colores de Chiapas, Chiapas, Mexico (3-D Featured Artist)
- Anna Maria Chalk Festival, Anna Maria Island, Florida, U.S.A. (Invited Artist)
- Hudson Valley Chalk Festival, New Paltz, New York, U.S.A. (Invited Artist)
- Marietta Chalk Festival, Marietta, Georgia, U.S.A. (Invited Artist)
- Italian Street Painting Marin, San Rafael, California, U.S.A. (Featured Artist)
- La Jolla Art Festival, La Jolla, California, U.S.A. (Featured Artist)
- Swire's 1st HK Italian Street Painting Festival, Hong Kong, HK, (Featured Artist)
- Les Crais d'Azur, Nice, France (Featured Artist)
- Geldern Chalk Festival, Geldern, Germany (Invited Participant)
- Festival Bella Via, Monterrey, Mexico (Featured Artist)
- Festival Madonnari, Guanajuato, Mexico (Featured Artist)
- I Madonnari, Santa Barbara, California, U.S.A. (Invited Artist)
- Ragazzi Festival, Provo, Utah, U.S.A. ((Featured Artist)
- Miami Art Festival, Miami Beach, Florida, U.S.A. (Featured Artist)
- Sarasota Chalk Festival, Saratosa, Florida, U.S.A. (Invited Artist)
- Northbeach Street Festival, San Francisco, California (Featured Artist)
- Yerba Buena Chalk Art Festival, San Francisco, California, U.S.A. (Invited Artist)
- Napa Italian Street Festival, Napa, California, U.S.A. (Featured Artist)
- Bella Via Festival, Valencia, California, U.S.A. (Featured Artist)
- Little Italy Festival, San Diego, California, U.S.A. (Artist's Choice Award)
- Italian Street Painting Fest, Lake Tahoe, Nevada, U.S.A. (1st prize)
- Lakeville Art Festival, Lakeville , Massachusetts, U.S.A. (Featured Artist)
- 1st Chalk it up , San Diego, California, U.S.A. (Winner: 1st prize)

## Fine Arts Exibitions Selected shows: 1998-2024

Triton Museum, San Jose, California
Marin Museum of Contemporary Art Exhibition, Novato, California
Terra Linda Ceramic Exhibition, Falkirk Cultural Center, San Rafael, California
Marin County Fair, San Rafael, California 2010 (Honorable Mention)
Marin County Fair, San Rafael, California 2011 (3rd Prize winner)
Art League of Northern California Member Exhibit, Novato, California
Artists of MarinMOCA Member Exhibition, Novato, California
Artworks Downtown Member Show, San Rafael, California
3 Palletes Group Exhibition, Los Gatos, California
Marin Open Studios, Corte Madera, California
San Rafael Italian Street Painting Festival, San Rafael, California
Bella Via Art Group Show, Valencia, California
The LOFT Group Show, Emeryville, California
Art with a Heart Exhibit and Auction, San Rafael, California

Education:
Academy of Art University, San Francisco, California,. U.S.A.
Bachelors of Fine Arts, Illustration

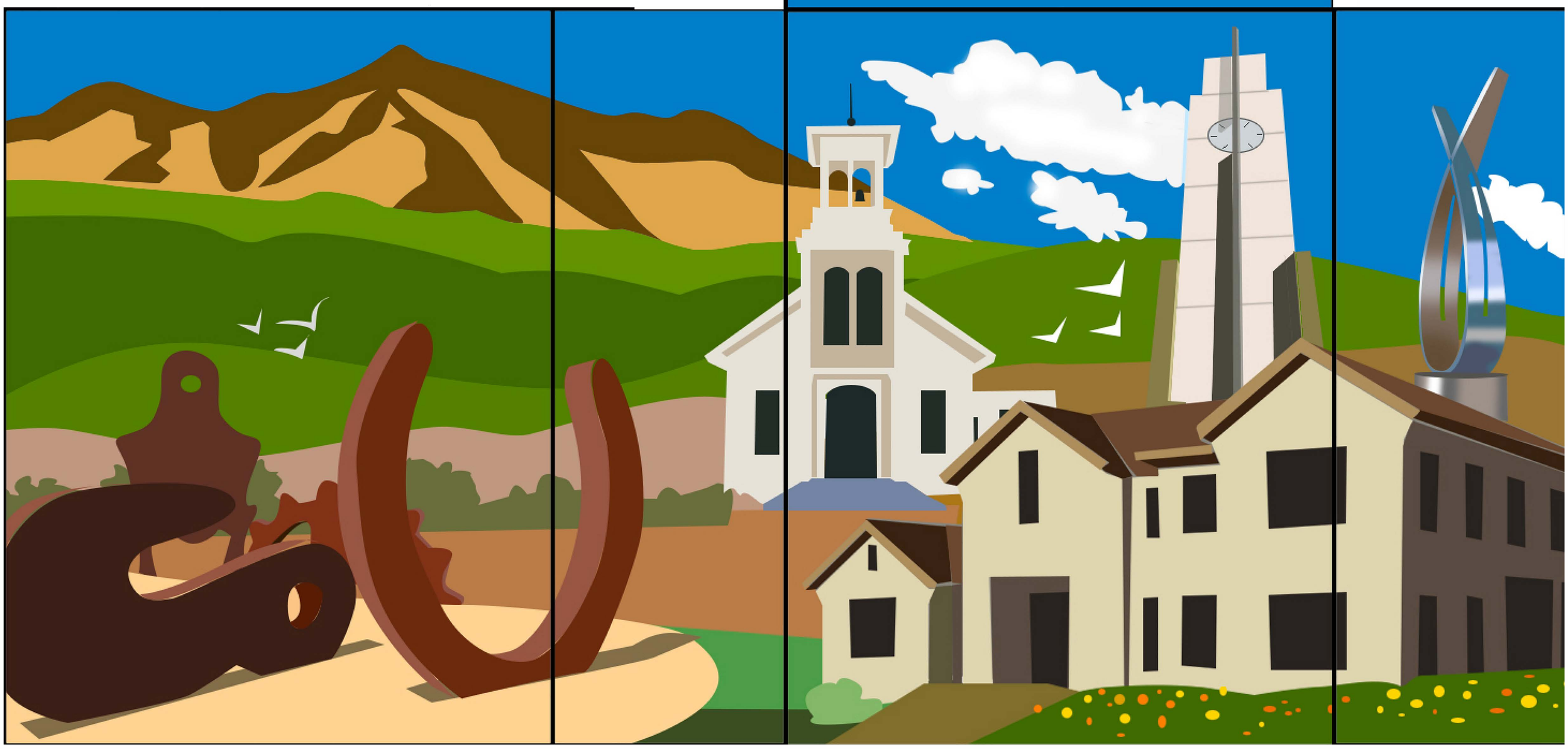
University of the Philippines, Quezon City, Philippines
Bachelors of Fine Art , Visual Communication, Advertising

[redacted]

# Title: Dublin City Vibe

Artist: JOEL YAU

TOP of the Box




BACK Side | LEFT | FRONT Side | RIGHT

Titled Dublin City Vibe, this design captures the serene charm of Dublin, California with the majestic Mt. Diablo rising in the background. Framed by iconic sculptures, distinctive architectural landmarks, and an expanding tapestry of homes, it reflects the city's uniquely warm and welcoming spirit.

# Elli Maskiell

Muralist

[redacted]

## Experience

### Inkedsherbert Art

*Freelance Artist / Owner* **[2011 - Present]**

- Delivers great work of art on time and to a high design quality for clients
- Experience in a variety of designs including logos, concepts, comics, and illustrations

### Dublin Utility Box Program 2024

*Muralist* **[August 2024]**

- Designed and painted mural for the "Out of This World" utility box program through the City of Dublin

### Dublin Utility Drain Program

*Muralist* **[March - April 2024]**

- Designed and painted murals for storm drains near the Dublin Library

### 180 Building + Discover Polk

*Mural Assistant* **[March 2023]**

- Assisted artist to block in colors to finish project within deadline

### Wide Open Walls

*Muralist* **[May 2022 / September 2022]**

- Collaborated with collective team members to design and paint a mural at Tahoe Elementary school in Sacramento, CA
- Painted a mural at Elder Creek Elementary in Sacramento, CA

## Bio

I am a Bay Area-native artist whose work has spanned through multiple different mediums including games, comics, paintings, and animation. My work is influenced greatly by nature, mythology, comics, street art, toys, and a little bit of magic.

## Exhibitions

### Art in the Grooves, vol. 45

*Folklore* **[February 2024]**

Napa, CA

### Art in the Grooves, vol. 1

*Folklore* **[October 2024]**

Napa, CA

### "Untitled"

*Neologian Art Gallery* **[November 2018]**

Redwood City, CA

## Education

### Academy of Arts University

*Bachelor of Fine Arts - Game Design*

Fundamentals in art theory. Studied in concept art, animation, 3D modeling, and game design elements.

## Skills

*Murals* ●●●●○

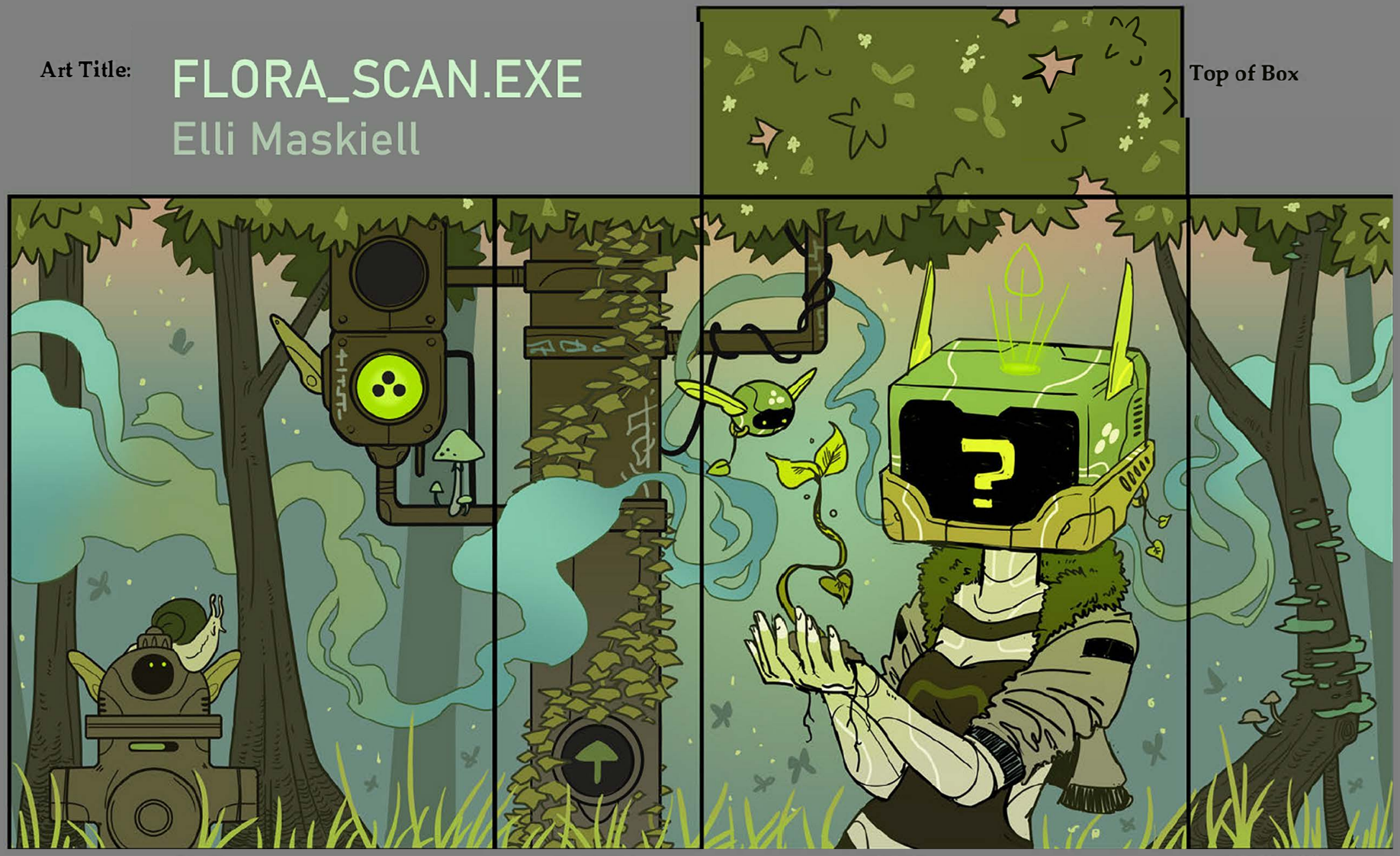
*Drawing* ●●●●●

*Painting* ●●●●●

Art Title:

# FLORA_SCAN.EXE

Elli Maskiell




Utility box number: Any

## Artist Statement:

When designing this proposal, I was imagining a distant future where nature has completely taken over the earth but there are still remnants of life and technology around. Everything is in harmony with one another. The character is an advanced android that wanders around with their drone companion, curious about what delightful flora has spawned throughout the lands. With this piece, I hope to create a sense of whimsy and magic within our world - to slow down for a second and take a look at the little marvels nature has to offer us.

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| ☐ | 2 | ☐ | 5 | ☑ | 8 | ☑ | 10 |
| ☐ | 3 | ☑ | 6 | ☑ | 9 | ☐ | Any |

Artist: SWATI RASTOGI

Co-Artist, if applicable: –

Co-Artist, if applicable: –

Address: [redacted]

City: [redacted] State: CA Zip: 94568

Phone: [redacted] Social: IG @ swatirastogi.arts

E-mail Address: [redacted] ite: –

Signature of Artist: Date: 04/14/2025

Signature of Co-Artist, if applicable: Date:

Signature of Co-Artist, if applicable: Date:

---

Supervising Art Professional, if applicable:

Address:

City: State: Zip:

Phone: E-mail Address:

Signature of Supervising Art Professional: Date:

SWATI RASTOGI
[redacted]

From the time I remember, art has always been more than a passion for me, in fact almost a way of life, driving me to a formal education that included my Bachelors of Fine Arts and Masters in History of Arts from India. My art is a combination of Fine Arts and Crafts and I have developed a style which involves my culture, traditions, aesthetics, emotions and intellect. I am also a proficient henna artist who proudly reflects her inspirations from India and has taken it to every medium from hands to canvas to walls to streets. My works are noted for elegance and attention to detail and my soul is highly influenced by folk and tribal arts of India - motifs from these reflect consistently in my art.

Being an artist of Indian origin who now lives in Dublin CA, I hope my works will reflect and resonate with the South Asian diaspora living in the city of Dublin and the Tri Valley. Over a period of time, I have observed and been a part of some of the public art opportunities. There is no doubt about Dublin being one of the most livable places and who wouldn't like to have their Art in the city I have been living for over 5 years now. I have been dreaming of painting a mural in Dublin since the time I moved here in 2019.

My contributions to the art scene in Jersey City were recognized by one and all and can be evidenced by the fact that I was awarded a citation by the mayor himself. Some of my major works include painting a couple of murals at arguably one of the most prominent Indian chain restaurants in New Jersey, a restaurant in New York city, painting the streets of downtown Jersey City for one of the biggest LGBTQ Pride festivals for two consecutive years, painting four catch basins (in Jersey City) and recently an Electric Utility Box here in Dublin, CA. Besides the above, there are numerous other examples of commissioned art works and murals that I have done. I have been an active participant of the Jersey City Art and Studio Tour for several years and now I am a part of the Tri Valley Art and Studio Tour. If given an opportunity, it would be an honor to be in the Mural artist pool alongside other great artists. My works would provide a different dimension that would reflect the Indian diaspora on a deeper and larger scale and would also resonate with everyone else.

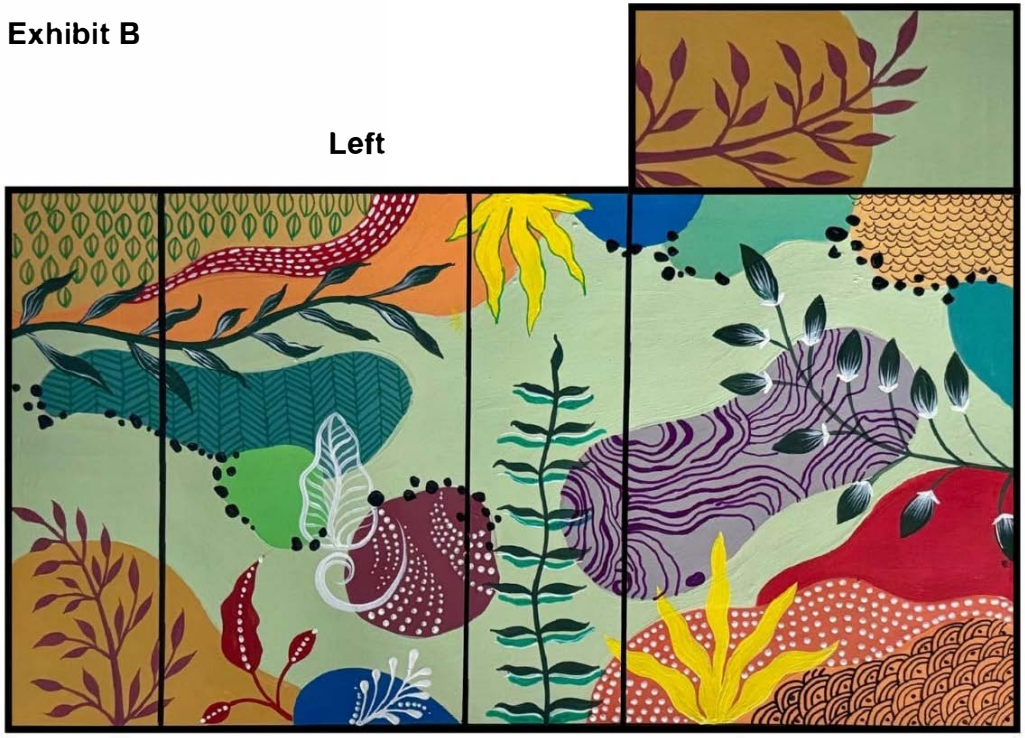
As much as I enjoy a gallery art show, I enjoy doing murals or any art at public spaces where I see people engaging with the art piece and that does fulfill me as an artist.

The art scene of Dublin is mushrooming and the community is getting bigger. It is my pleasure to be a part of this growing city and contribute my art towards building its vibrant art scene.

A few of my Public Art experiences are listed below-

1. Utility Box, Palo Alto and Dublin CA
2. Murals in restaurants, homes and yoga studios, NJ, NY and CA
3. Wine Barrells, Livermore CA
4. Adirondack Chair, Dublin CA
5. 'Picture This' Life size picture frames, San Ramon, Dublin and Danville CA
6. Catch basins (storm drains) in Jersey City NJ
7. Pride art for LGBTQ festival, Jersey City NJ
8. Storefront Window art, Danville CA
9. Group show, Oakland CA
10. Group shows TVAST

**Exhibit B**



DUBLIN
CALIFORNIA
THE NEW AMERICAN BACKYARD

# CALL FOR ARTISTS

## Utility Box Art Project

***Urban Nature***

**CALL ISSUE DATE:** February 17, 2025
**CALL DEADLINE:** April 14, 2025, 12:00 a.m.(midnight)

The City of Dublin invites qualified professional artists and student artists working under the supervision of a professional artist or art teacher to submit designs for painted utility boxes.

Utility Box Art is popular throughout the Bay Area as a cost-effective way to bring public art to City streets, define neighborhoods and deter graffiti. All the boxes are traffic signal cabinets owned by the City of Dublin. Boxes will be awarded to up to ten different artists based on design.

The City will pay a stipend of $1,000 to each artist or, if the artist is a student or student team, to the supervising professional artist or art teacher. The stipend is intended to cover the cost of the artist design fee as well as the materials that will be necessary to paint the utility box.

Artists are responsible for preparing, painting, and sealing the utility boxes. The City will provide the materials to clean, primer, and seal the utility box, while artists are required to provide all necessary painting materials.

Artwork created under this program is considered temporary artwork and the property of the City of Dublin. As such, the City retains the right and sole discretion to remove, modify or replace the artwork. Situations in which the City may exercise this right include if the image or utility box is damaged, if the artist fails to complete the painting as shown on the approved design rendering or if the artist fails to complete the painting in a timely fashion.

The artist's name, artwork title, and photo of the artwork will be featured on the City of Dublin website and other promotional materials.

**DESIGN THEME:**

- "Urban Nature" is a theme developed for this year's utility box art project where urban elements come together with elements from nature. Artists are encouraged to be as creative as possible when developing images and designs that capture this theme.
- A QR code, approximately 3"x 3" will be placed near the bottom of your artwork so please keep that in mind while designing.
- In addition to the themes, proposing artists are encouraged to review the City's existing utility box art collection and develop proposals that are unique and unlike anything the City already has. To view the current utility box art collection please visit https://dublin.ca.gov/1928/Utility-Box-Art

**ARTWORK LOCATION:**

All utility boxes are located at intersections within the City of Dublin. 2025 utility box locations:

1. Fallon Rd. & Fallon Gateway
2. Fallon Rd. & Dublin Blvd.
3. Fallon Gateway & Dublin Blvd.
4. Dublin Blvd. & Brannigan St.
5. Brannigan St. & Central Pkwy
6. Central Pkwy & Grafton St.
7. Gleason Dr. & Creekview Dr.
8. Dublin Blvd. Silvergate Dr.
9. Dublin Blvd. & Schaefer Ranch Rd.
10. Dublin Blvd. & Inspiration Dr.

Artists may specify which utility box they are interested in painting, or if they have no preference. However, the City reserves the right to assign utility boxes at its discretion.

**DESIGN SPECIFICATIONS:**

- Artwork should align with the design them as stated above.
- Artwork should follow the City's Values, which are part of the adopted Mission and Vision statements. Values include safety, inclusivity, diversity, equality, and history. To view the City's full Mission and Vision statements please visit www.dublin.ca.gov/72/Mission-Vision.
- Artwork must be suitable for all ages and in keeping with community values.
- Artwork must be an original design and the artwork of the applicant.

- Artwork must be painted in fade-resistant acrylic paint.
- Artwork may include the artist's signature, no larger than 5"x 7."

**ART SELECTION PROCESS:**

Staff will review applications for completeness. The Heritage and Cultural Arts Commission will review designs at its May 8, 2025, meeting and make recommendations to the City Council. The City Council will review recommended designs and select artists at its regular meeting June 3, 2025. These dates are tentative and subject to change.

Selected artists will be asked to sign a Public Art Agreement, including standard liability waiver and release. In the case of underage artists, the City will enter into the agreement with the supervising professional artist or art teacher. Underage artists and underage painting assistants will be required to have a parent sign the liability waiver and release.

**PROCESS:**

City Staff will coordinate with the artist, other City departments and neighboring businesses or homeowners to select a mutually agreeable three-week painting period between July 1, 2025, and September 30, 2025.

Artists are responsible for prepping the utility box, painting the design, and sealing with a clear anti-graffiti coating. The City will provide supplies for the artist to prep and seal the utility boxes. Artists are responsible for purchasing their own painting supplies.

Artists are expected to clean and primer the utility box, paint the entire utility box including the side boxes and pipes, and for sealing the utility box when the painting is complete. Artists may not paint over key holes, meters, or numbers.

Artists may enlist painting assistants. All painting assistants must sign a liability waiver and release. Underage painting assistants must have a parent sign the liability waiver and release.

Student artists must be supervised by a professional artist, who is ultimately responsible for the artwork of the student. Student artists must provide their professional artist's qualifications with their application. Student artists and their teacher/professional artist will be required to meet with Staff prior to starting the project, to ensure they understand the City's expectations.

Upon completion of the utility box, City Staff will meet with the artist at the site to inspect/approve the artwork and take a publicity photo of the artist with their completed utility box.

**PROPOSAL SPECIFICATIONS:**

The proposal must be submitted as a digital file by email. Provide one digital copy (pdf or jpeg). A complete proposal will include the four elements listed below:

a. **Completed Coversheet:** Use form provided at the end of this application.

b. **Artist Qualifications:** One page resume of each artist involved. Student artists should include their own biographies/resumes, no longer than one page, as well as that of the professional artist or art teacher who serves as the team's supervisor.

c. **Design Rendering:** The provided template **must be used** for color renderings of your proposed design for the box (**Exhibit A**), showing all four sides and the top of the utility box. Artists may submit up to **three** separate designs. However, each proposed design must have its own separate color renderings page. If you wish to be considered for a specific box location or locations, please label the rendering with the utility box number. If you have no preference, label the rendering "Any." Label each rendering with your name.

d. **Title & Artist Statement:** Provide a brief statement and title (100 words or less) about your proposed artwork. This could include your source of inspiration, the significance of the image(s) or a comment on the style or technique you have proposed. Each proposed design must have its own artist statement.

**SUBMISSION DEADLINE:**

All proposals must be received by Shelby Perry, Recreation Coordinator, by **Monday, April 14, 2025, 12:00 AM** (midnight)**.** It is the responsibility of the applicant to verify the receipt of the electronic proposal by the scheduled deadline.

**DIRECTIONS FOR SUBMITTAL:**

Submit one digital copy (pdf) by email to: shelby.perry@dublin.ca.gov subject: "Dublin Utility Box Art Project 2025."

a) Completed Proposal Coversheet
b) One page resume
c) Color design rendering using the provided utility box template (limit 3 designs)
d) Title of the art and Artist Statement describing the design(s)

**COSTS INCURRED IN RESPONDING TO THE PROPOSAL:**

The City of Dublin shall not be liable for any costs incurred by the artist(s) in responding to this request for a design proposal.

**SUBMIT YOUR DIGITAL PROPOSAL PACKET AND COVERSHEET TO:**


| | |
|---|---|
| **Staff:** | Shelby Perry, Recreation Coordinator<br>City of Dublin, Parks and Community Services Department |
| **Phone:** | (925) 556-4509 |
| **Email:** | shelby.perry@dublin.ca.gov |

**PROPOSAL COVERSHEET:**

## Dublin 2025 Utility Box Art Project
## Proposals Not Accepted after Monday, April 14, 2025, 12:00AM (midnight)

Please indicate experience level:

☐ Professional Artist(s) ☐ Student Artist(s), under supervision of Art Professional

Please indicate any specific box(es) you have proposed a design for, or check 'No Preference' if you would be willing to adapt your design(s) to fit any assigned location:

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| ☐ | 1 | ☐ | 4 | ☐ | 7 | | |
| ☐ | 2 | ☐ | 5 | ☐ | 8 | ☐ | 10 |
| ☐ | 3 | ☐ | 6 | ☐ | 9 | ☐ | Any |

Artist: _____

Co-Artist, if applicable: _____

Co-Artist, if applicable: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Social: _____

E-mail Address: _____ Website: _____

Signature of Artist: _____ Date: _____

Signature of Co-Artist, if applicable: _____ Date: _____

Signature of Co-Artist, if applicable: _____ Date: _____

---

Supervising Art Professional, if applicable: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ E-mail Address: _____

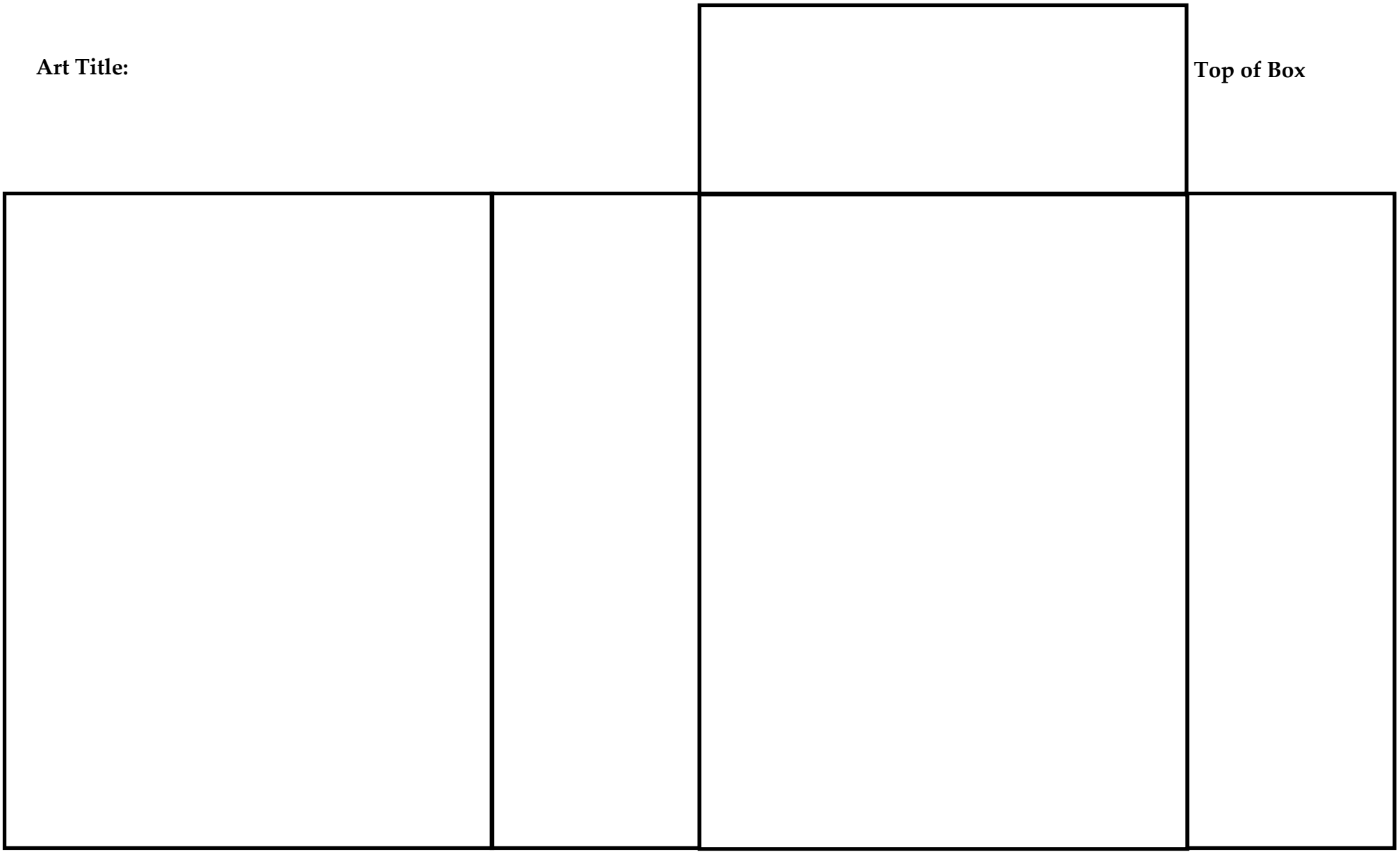
Signature of Supervising Art Professional: _____ Date: _____

**Exhibit A**

**Utility Box Art Template**

Please use this diagram or similar format of a utility box to show the image you would like to paint on the four sides and top of the box. Keep in mind that the City's utility boxes vary in dimensions and size and will also have additional cabinets and meters on them. This is a generic diagram to better illustrate how the design will appear on the utility box and will be provided to those reviewing the proposals.

**Art Title:**



DUBLIN
CALIFORNIA

# STAFF REPORT
## CITY COUNCIL

**DATE:** **June 3, 2025**

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Colleen Tribby, City Manager

**SUBJECT:** Agreement with Commune Communication Corp for Economic Development Branding and Marketing Consulting Services
*Prepared by: Felicia Escover, Economic Development Manager*

**EXECUTIVE SUMMARY:**

The City Council will consider an agreement with Commune Communication Corp for an Economic Development Branding and Marketing Strategy.

**STAFF RECOMMENDATION:**

Adopt the **Resolution** Approving an Agreement with Commune Communication Corp for Economic Development Branding and Marketing Consulting Services.

**FINANCIAL IMPACT:**

The agreement has a not-to-exceed compensation limit of $81,300, which will be invoiced based on actual billable hours and reimbursable expenses. Sufficient funding for this agreement is available in the Fiscal Year 2024–25 Adopted Budget.

**DESCRIPTION:**

On January 23, 2025, the City of Dublin issued a Request for Proposals (RFP) seeking a qualified consultant to develop a dynamic Marketing and Branding Strategy. This initiative is one of the priority actions identified in the City's Economic Development Strategy, adopted by the City Council on October 1, 2024. Specifically, the project supports Strategy 1.2.2:

"Undertake and implement an economic development-tailored marketing and branding strategy that focuses on Dublin's competitive assets and transformational development projects/areas identified through the Economic Development Strategy effort, as well as existing business and development incentives."

The scope of work includes developing an economic development-focused brand, a comprehensive marketing strategy, updated promotional materials for industry outreach,

enhanced media and public relations efforts, and review of the economic development webpages.

**Outreach and Proposal Process**
To ensure broad awareness and access, the RFP was posted on the City's website, advertised on LinkedIn, and shared with both the Dublin Chamber of Commerce and the California Association for Local Economic Development (CALED) for distribution.

To further support interested consultants, City staff hosted an informational Zoom session, providing a detailed project overview and responding to questions. A compilation of frequently asked questions (FAQs) was later posted online with proposals due by February 19, 2025.

The City received 23 submissions. Of these, 21 were deemed responsive and advanced for evaluation; two were disqualified for not meeting the submission requirements.

All responsive proposals were reviewed and scored by a cross-departmental panel of City staff based on the following criteria:

- **Timeline and Deliverables.** The extent to which the timeline is realistic, detailed, and aligned with project goals, with clearly defined deliverables.
- **Creativity and Innovation in Strategy.** The degree of originality and practicality in the proposed strategies, with an emphasis on compelling and actionable ideas.
- **Experience in Branding and Marketing.** Demonstrated success with similar projects in terms of scope and complexity.
- **Budget and Cost Effectiveness.** The reasonableness and efficiency of the proposed budget.
- **Knowledge of Dublin's Economic Drivers.** Familiarity with the factors driving economic growth and development in Dublin.
- **Presentation and Professionalism.** Clarity, organization, and overall quality of the proposal presentation.

A panel of evaluators reviewed and scored the 21 eligible proposals. From the top 10 scoring proposals, four firms were selected for interviews. Additionally, two Dublin-based firms were invited to participate in the interview process to ensure local representation and provide an opportunity to local businesses.

Following the first round of interviews, two finalists were invited to a second interview. Based on the evaluation criteria, firm qualifications, portfolio of work, and interview performance, Commune Communication Corp (Commune Communication) was selected as the most qualified consultant for the project.

**About Commune Communication**
Commune Communication is a California-based creative agency founded in 2015 and headquartered in Long Beach. The firm specializes in marketing and branding strategies for cities, business improvement districts, and economic development organizations. Their expertise spans communications strategy, campaign development, digital media, public relations, and website design, with a strong emphasis on community engagement and

storytelling. With a decade of experience working across California, Commune Communication has led successful marketing initiatives for both major metropolitan areas and smaller cities.

**STRATEGIC PLAN INITIATIVE:**

Strategy 1: Economic Development, Small Business Support, and Downtown Dublin.
Objective A: Support the implementation of the 2024 Economic Development Strategy, including pursuing growth industries.

**NOTICING REQUIREMENTS/PUBLIC OUTREACH:**

The City Council Agenda was posted.

**ATTACHMENTS:**

1) Resolution Approving an Agreement with Commune Communication Corp for Economic Development Branding and Marketing Consulting Services
2) Exhibit A to the Resolution – Consultant Services Agreement Between the City of Dublin and Commune Communication Corp

**RESOLUTION NO. XX – 25**

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

**APPROVING AN AGREEMENT WITH COMMUNE COMMUNICATION CORP FOR ECONOMIC DEVELOPMENT BRANDING AND MARKETING CONSULTING SERVICES**

**WHEREAS,** the City Council adopted the City of Dublin Economic Development Strategy on October 1, 2024, which identifies the creation of a Marketing and Branding Strategy as a priority action (Strategy 1.2.2); and

**WHEREAS,** on January 23, 2025, the City issued a Request for Proposals (RFP) seeking a qualified consultant to develop a dynamic economic development-focused marketing and branding strategy; and

**WHEREAS,** the City received multiple proposals in response to the Request for Proposals (RFP) and evaluated them based on established criteria; and

**WHEREAS,** following the evaluation, selected firms were invited to participate in interviews as part of a competitive selection process; and

**WHEREAS,** Commune Communication Corp was identified as the most qualified firm based on the overall strength of their proposal, relevant experience, and alignment with the City's objectives; and

**WHEREAS,** the scope of work under the agreement includes developing an economic development brand, comprehensive marketing strategy, new promotional materials for industry outreach, enhanced media and public relations efforts, and evaluating the existing economic development webpages; and

**WHEREAS,** the agreement between the City of Dublin and Commune Communication Corp is attached hereto as **Exhibit A**.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Dublin does hereby approve the agreement with Commune Communication Corp for Economic Development Branding and Marketing Consulting Services, attached hereto as **Exhibit A** to this Resolution.

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

{Signatures on following page}

**PASSED, APPROVED AND ADOPTED** this 3rd day of June 2025, by the following vote:

**AYES**:

**NOES**:

**ABSENT**:

**ABSTAIN**:

_____
Mayor

**ATTEST**:

_____
City Clerk

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# CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND COMMUNE COMMUNICATION CORP (COMMUNE COMMUNICATION) FOR ECONOMIC DEVELOPMENT MARKETING AND BRANDING STRATEGY

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and Commune Communication ("Consultant") (together sometimes referred to as the "Parties") as of June 3, 2025 (the "Effective Date").

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

**1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2026, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

**1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

**1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

**1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Consultant's obligations hereunder.

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**Section 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed $81,300, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict regarding the amount of compensation between this Agreement and Consultant's proposal, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

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- If this Agreement covers multiple projects, all hours must also be logged by project assignment; and
- A brief description of the work, and each reimbursable expense.

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

- The Consultant's signature;

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

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

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

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

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

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

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

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

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

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

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

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

**Section 4. INSURANCE REQUIREMENTS.** Before fully executing this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant

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shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence to City that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

**4.1 Workers' Compensation.**

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

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

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

a. Certificate of Liability Insurance in the amounts specified in the section; and

b. Waiver of Subrogation Endorsement as required by the section.

**4.2 Commercial General and Automobile Liability Insurance.**

**4.2.1 General Requirements.** Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than $1,000,000 and

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automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including without limitation, blanket contractual liability and the use of owned and non-owned automobiles.

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

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

a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.

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

d. For any claims related to this Agreement or the work hereunder, the Consultant’s insurance coverage shall be primary insurance as respects the City, its officers, officials,

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employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

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

a. Certificate of Liability Insurance in the amounts specified in the section;

b. Additional Insured Endorsement as required by the section;

c. Waiver of Subrogation Endorsement as required by the section; and

d. Primary Insurance Endorsement as required by the section.

**4.3 Professional Liability Insurance.**

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

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

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

b. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 3 years after completion of work under this Agreement.

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

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

**4.4 All Policies Requirements.**

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

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

**4.4.3 Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

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

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

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

## Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

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

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

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

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, elected officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services called for or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

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

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

## Section 6. STATUS OF CONSULTANT.

**6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3;

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however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Consultant further acknowledges that Consultant performs Services outside the usual course of the City's business; and is customarily engaged in an independently established trade, occupation, or business of the same nature as the Consultant performs for the City and has the option to perform such work for other entities. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

**6.2 Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

## Section 7. LEGAL REQUIREMENTS.

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

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

**7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

**7.4 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that

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are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

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

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

## Section 8. TERMINATION AND MODIFICATION.

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

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

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

**8.2** **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide

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Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

**8.3** **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

**8.4** **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

**8.5** **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

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

**8.6.1** Immediately terminate the Agreement;

**8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

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

**8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

## Section 9. KEEPING AND STATUS OF RECORDS.

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**9.1** **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.

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

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

## Section 10. MISCELLANEOUS PROVISIONS.

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

**10.2** **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of

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Alameda or in the United States District Court for the Northern District of California.

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

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

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

**10.6** **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

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

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

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

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Section 1090 *et seq.,* and, if applicable, will be disqualified from holding public office in the State of California.

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

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

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

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

Ryan La Rosa
Ryan@communecommunication.com
245 E. 3rd St.
Long Beach, CA 90802
Phone: 562-366-0080

Any written notice to City shall be sent to:

City of Dublin
Att: Economic Development
Economic.development@dublin.ca.gov
100 Civic Plaza
Dublin, CA 94568
Phone: 925-833-6650

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

Exhibit A Scope of Services & Compensation Schedule/Reimbursable Expenses

**10.12** **Counterparts and Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be an original and

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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.

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

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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

Colleen Tribby, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

COMMUNE COMMUNICATION

DocuSigned by:
Ryan La Rosa
905FDC16F9F7493...

Ryan La Rosa, Co-Founder, Chief Operating Officer

Consultant's DIR Registration Number (if applicable)

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# EXHIBIT A

## SCOPE OF SERVICES
## COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Commune Communications will develop a comprehensive Economic Development Marketing and Branding Strategy for the City of Dublin, aimed at strengthening the City's brand position, enhancing marketing effectiveness, and supporting business attraction and retention efforts.

### Tasks and Deliverables

**1. Project Kickoff and Management**

- Organize and facilitate a kickoff meeting with City of Dublin staff.
- Discuss project goals, deliverables, communications protocols, and success factors.
- Establish a biweekly meeting cadence for updates, feedback, and collaboration.
- Provide recap notes and action items following each biweekly meeting.
- A minimum of four (4) in-person meetings/trips to Dublin for key meetings, workshops, presentations, or events as determined by project milestones.

**2. Discovery and Research**

- Review existing economic development marketing materials and brand assets.
- Conduct a City tour to gather insights on competitive assets and transformational developments.
- Draft an outreach plan summarizing proposed strategies and methods for stakeholder engagement, communications, and feedback gathering, to be reviewed and approved by City staff.
    - Facilitate a minimum of four (4) stakeholder input sessions with City staff, business leaders, and regional partners.
- Develop, distribute, and analyze a digital survey for broader input.
- Prepare a Discovery Summary Report outlining key findings and recommendations.

**3. Branding, Messaging, Marketing Strategy, and Creative Development**

- Branding Identity Creation
    - Develop a unique branding identity tailored to Dublin’s strengths and opportunities.
    - Create a slogan and/or tagline for use across marketing platforms.
    - Align new branding with the City's broader guidelines while emphasizing economic development.

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    - Coordinate a minimum of three (3) stakeholder review sessions for iterative feedback.
- Key Messaging Development
    - Craft key messages highlighting: accessibility and connectivity, business-friendly environment and incentives, transformational development opportunities, investment potential in existing and new sites, and other differentiating factors.
- Prepare a creative brief outlining visual and messaging direction.
- Comprehensive Marketing Plan
    - Create a short-term and long-term strategic marketing plan with target audience segmentation, strategies for digital/traditional/emerging media, and success metrics.
    - Website Evaluation and Recommendations
        - Evaluate the City's Economic Development webpages and provide recommendations as to whether redesign the existing economic development webpages or create a new standalone website.
    - Media Strategy Development
        - Refresh Dublin's press and media engagement strategy.
- Promotional and Press Materials
    - Develop visually engaging marketing templates and collateral based on the developed strategy. Examples of anticipated promotional materials include: brochures and fact sheets for industry meetings and conferences, and digital assets such as downloadable PDFs, presentations, and videos.
    - Develop press kits and media-ready content including press releases, backgrounders, and thought leadership pieces.

**4. Campaign Launch and Rollout**

- Finalize and launch marketing assets across designated platforms.
- Liaise with vendors and oversee asset delivery and production.
- Deliver final marketing and branding assets to City staff.
- Conduct training sessions and provide an implementation guide/manual for ongoing use.

**Project Staffing and Key Roles**

| Role | Hourly Rate |
|---|---|
| Project Manager (PM) | $150 |

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| | |
|---|---|
| Brand Strategist | $150 |
| Art Director | $150 |
| Senior Graphic Designer | $150 |
| Senior Copywriter | $150 |
| Executive Oversight | $150 |

**Pricing Summary***

| Task | Staffing | Hours | Estimated Cost |
|---|---|---|---|
| Project Kickoff and Management | PM, Brand Strategist, Art Director, Executive Oversight | 10 | $1,500 |
| Discovery and Research | PM, Brand Strategist, Executive Oversight | 120 | $18,000 |
| Branding, Messaging, Marketing Strategy, and Creative Development | PM, Brand Strategist, Art Director, Sr. Graphic Designer, Sr. Copywriter | 282 | $42,250 |
| Campaign Launch | PM, Art Director, Sr. Graphic Designer, Sr. Copywriter, Executive Oversight | 130 | $22,500 |

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ESTIMATED PROJECT COST:

$81,300

* Funds may be reallocated between line items as needed to best serve project goals and workflow efficiency, upon prior written City approval.

**Notes**

- Project cost includes up to four (4) in-person meetings/trips as needed for key phases of work.
- Hard costs (e.g., printing, paid media placements, equipment purchases) are not included and will be projected separately based on tactical recommendations.
- Additional expenses (such as fonts, stock photography, or vendor costs) require prior City approval.

DUBLIN
CALIFORNIA

# STAFF REPORT

CITY COUNCIL

**DATE:** **June 3, 2025**

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Colleen Tribby, City Manager

**SUBJECT:** Agreement with the County of Alameda for Fiscal Year 2025-26 for Additional Library Services
*Prepared by: Brad Olson, Management Analyst II*

## EXECUTIVE SUMMARY:

The City Council will consider approving an agreement with the County of Alameda to provide 23 hours of library services per week at the Dublin Public Library for Fiscal Year 2025-26. These hours are in addition to the County's base service level of 28 hours per week. There is no change in the number of hours from the Fiscal Year 2024-25 Agreement.

## STAFF RECOMMENDATION:

Adopt the **Resolution** Approving an Agreement with the County of Alameda for Additional Library Services for Fiscal Year 2025-26.

## FINANCIAL IMPACT:

The City's cost to fund 23 additional operating hours of library services during Fiscal Year 2025-26 is $703,836. This amount has been included in the Fiscal Year 2025-26 Budget.

## DESCRIPTION:

Through an operational agreement executed in October 2002, the County of Alameda operates library-related activities in the Dublin Library building. It also provides equipment related to the general operation of the Library, while the City owns and maintains the building. On an annual basis, the City and County enter into an agreement for operational hours.

The County of Alameda provides a base service level of 28 weekly operating hours. The City of Dublin has consistently provided funding to the County of Alameda to extend the number of hours the Library is open to the public. As proposed, the City would continue to provide funding for an additional 23 operating hours per week, excluding County-observed holidays, for a total of 51 operating hours per week. This number of hours has remained the same since Fiscal Year 2016-17.

During Fiscal Year 2020-21, the City's actual costs were reduced in proportion to the reduction in operating hours available to the public due to the COVID-19 pandemic, and the County of Alameda opted to waive the typical annual increase of 5%. The Library returned to its regular operating hours on September 19, 2021, and has operated at 51 hours per week since then.

The Library adjusts its funding request as needed to account for changes related to staffing and operational costs. For Fiscal Year 2025-26, the County increased its funding request by 5% to $703,836. The increase applies to all cities served by the Alameda County Library, reflecting the County staff's cost-of-living adjustments and utility cost increases. The table below provides a five-year history of City funding levels for additional Library services.

**Table 1: FIVE-YEAR HISTORY OF ADDITIONAL HOURS AND FUNDING LEVEL**

| Fiscal Year | Number of Hours | Funding Level | Actual Funding |
|---|---|---|---|
| 2024-2025 | 23 | $670,320 | $670,320 |
| 2023-2024 | 23 | $638,400 | $638,400 |
| 2022-2023 | 23 | $638,400 | $638,400 |
| 2021-2022 | 23 | $608,932 | $570,874 |
| 2020-2021 | 23 | $608,932 | $494,757 |

**STRATEGIC PLAN INITIATIVE:**

None.

**NOTICING REQUIREMENTS/PUBLIC OUTREACH:**

The City Council Agenda was posted.

**ATTACHMENTS:**

1) Resolution Approving an Agreement with County of Alameda for Additional Library Services for Fiscal Year 2025-26
2) Exhibit A to the Resolution – Agreement with County of Alameda for Additional Library Services Fiscal Year 2025-26

**RESOLUTION NO. XX – 25**

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

**APPROVING AN AGREEMENT WITH COUNTY OF ALAMEDA FOR ADDITIONAL LIBRARY SERVICES FOR FISCAL YEAR 2025-26**

**WHEREAS,** the County of Alameda provides funding for a base level of 28 hours of service per week for Library Services, excluding County-observed holidays, at the Dublin Branch of the Alameda County Library system; and

**WHEREAS,** the City of Dublin proposes to fund an additional 23 hours of service a week in the amount of $703,836 for Fiscal Year 2025-26, excluding County-observed holidays, for a total of 51 open hours per week; and

**WHEREAS,** funding for the additional hours was included in the Fiscal Year 2025-26 Budget.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Dublin hereby approves the Agreement with the County of Alameda for Additional Library Services for Fiscal Year 2025-26, attached hereto as **Exhibit A**.

**PASSED, APPROVED AND ADOPTED** this 3rd day of June 2025, by the following vote:

**AYES**:

**NOES**:

**ABSENT**:

**ABSTAIN**:

_____
Mayor

**ATTEST**:

_____
City Clerk

**AGREEMENT BETWEEN THE**
**CITY OF DUBLIN**
**AND**
**COUNTY OF ALAMEDA**
**FOR**
**ADDITIONAL LIBRARY SERVICES**
**FISCAL YEAR 2025-26**

The County of Alameda and the City of Dublin enter into this Agreement as Follows:

WHEREAS, current funding levels for County Library services limit the number of open hours per week at the Dublin Branch of the Alameda County Library system; and

WHEREAS, the citizens of Dublin wish to have the Dublin Branch Library open more than the County-funded hours per week; and

WHEREAS, the Dublin City Council has authorized funding for the increases in staffing and utility costs required to open the Dublin Branch an average of 23 additional hours per week for a total of 51 open hours per week: therefore,

The City of Dublin and the County of Alameda agree to provide an average of 23 additional hours per week of Library services at the Dublin Branch of the Alameda County Library system, subject to the following terms and conditions.

TERMS AND CONDITIONS

1) Time Period: This agreement will be in effect from July 1, 2025, to June 30, 2026.

2) Services Described: During the period specified above, the County agrees to provide 23 additional open hours per week of library service at the Dublin Branch Library, excluding County observed holidays, in order to maintain a total weekly schedule of open hours at the Dublin Branch Library at 51 hours per week.

3) Payments: The City of Dublin agrees to pay the County of Alameda $703,836 in four (4) quarterly installments as follows:

| | |
|---|---|
| September 30, 2025, | $175,959.00 |
| December 31, 2025, | $175,959.00 |
| March 31, 2026, | $175,959.00 |
| June 30, 2026, | $175,959.00 |

Payments shall be due and payable upon receipt of quarterly billing statements in conjunction with the dates stated above. In addition to the amounts stated above,

interest of 5 percent / month shall be payable, for any payment which is more than 30 days overdue.

4) Extension: All terms and conditions of this agreement may be extended, by mutual written agreement, on a year-to-year basis or as otherwise agreed to by the parties, provided the amount paid by the City of Dublin to the County of Alameda is adjusted annually to reflect increases/decreases to the costs connected with providing the services.

5) Periodic Activity Reports: Activity reports will be provided by the County Librarian to the designated City Staff on a quarterly basis to coincide with the issuance of quarterly billing statements. Dublin City Council or City Staff may request additional reports or presentations at any time.

6) Option to Terminate or Renegotiate Agreement: In the event that either party determines that it no longer has sufficient funding or staffing to meet the obligations of this agreement, that party may terminate or renegotiate this Agreement by giving at least thirty (30) days written notice.

7) Liability:

a) No persons engaged in the performance of services and functions under this Agreement shall be considered City employees or gain rights to City pension, Civil service, or other City employment status or right by way of this Agreement.

b) The City shall not be called upon to assume any liability for the direct payment of any salary, wage, or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this Agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his/her employment.

c) The County will assume liability and pay cost of defense and hold the City harmless from loss, costs, or expenses caused by the negligent or wrongful act or omission of County officers, agents, and employees occurring in the performance of agreements between the parties hereto to the extent that such liability is imposed on the City by the provisions of Section 895.2 of the Government Code of the State of California.

d) The County will, at its own cost and expense, procure insurance for its Library events held in the Dublin Library Parking Lot area in entirety in connection with this agreement. The County will furnish insurance certificates to City prior to the event date.

e) The City will assume liability and pay costs of defense and hold the County harmless from loss, costs, or expenses caused by the negligent or wrongful act or omission of City officers, agents, and employees occurring in the performance of agreements between the parties hereto to the extent that such liability is imposed on the County by the

provisions of Section 895.2 of the Government Code of the State of California.

f) The provisions of this paragraph shall apply only to liability arising out of the performance by the Parties of their obligations under this Agreement.

8) Notices: Notices pertaining to this agreement shall be sent to the following:

CITY:

City Manager
CITY OF DUBLIN
100 Civic Plaza
Dublin, CA 94568

COUNTY:

President, Board of Supervisors
COUNTY OF ALAMEDA
Administration Building
1221 Oak Street
Oakland, CA 94612

County Librarian
ALAMEDA COUNTY LIBRARY
2450 Stevenson Boulevard
Fremont, CA 94538

IN WITNESS WHEREOF:

The parties hereto have executed this Agreement the day and year first above written, and County has hereunto caused its corporate name to be signed by its President of the Board of Supervisors, who is hereunto duly authorized the day and year first above written.

| | |
|---|---|
| CITY OF DUBLIN | COUNTY OF ALAMEDA |
| By: _____ | By: _____ |
| Mayor<br>City of Dublin<br>State of California | President of the Board of Supervisors<br>County of Alameda<br>State of California |
| Date: _____ | Date: _____ |
| ATTEST: | |
| By: _____ | By: _____ |
| City Clerk | Clerk of the Board of Supervisors |
| APPROVED AS TO FORM | APPROVED AS TO FORM |
| By: _____ | By: _____ |
| City Attorney | Deputy County Counsel |

**DUBLIN LIBRARY**
**FY 2025-26 Projected Budget**

**EXPENSES:**

| | |
|---|---|
| Branch Personnel (18.80 FTE) | $2,172,291 |
| Services & Supplies | $525,000 |
| *All other Direct Cost | $2,347,436 |
| Total Direct Costs (Sub Total) | $5,044,727 |
| **Admin. Cost | $1,734,043 |
| **GRAND TOTAL** | **$6,778,770** |

*Direct Cost include share of Material costs, ITD cost and cost of Learning Group Services (Bookmobile: Literacy: Senior Services and Services to those with Disability)
**System Wide Support includes the shared cost of Administration.

**REVENUE:**

| | | |
|---|---|---|
| County Library Property Tax (Collection in Dublin) | $5,572,157 | (28 Base Hours) |
| City Contract | $703,836 | (23 Add. Hours) |
| Other County Library Funds | $502,777 | |
| **GRAND TOTAL** | **$6,778,770** | |

Agenda Item 5.8

# STAFF REPORT
## CITY COUNCIL

**DATE:** **June 3, 2025**

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Colleen Tribby, City Manager

**SUBJECT:** Agreement with Waste Management of Alameda County, Inc. for Organics and Solid Waste Post-Collection Services
*Prepared by: Michelle Sung, Environmental Technician*

**EXECUTIVE SUMMARY:**

The City Council will consider approving an agreement with Waste Management of Alameda County, Inc. for organics and solid waste post-collection services.

**STAFF RECOMMENDATION:**

Adopt the **Resolution** Approving an Agreement with Waste Management of Alameda County, Inc. for Organics and Solid Waste Post-Collection Services.

**FINANCIAL IMPACT:**

The agreement includes a per-ton fee that will be assessed on Amador Valley Industries (AVI), the City's franchise waste hauler, for the cost of processing organics and disposing solid waste collected within the City of Dublin. The per-ton fee is a pass-through charge that AVI recovers through the rates assessed upon Dublin residents and businesses for solid waste collection services. The processing costs are a minor portion of the overall solid waste collection services rates.

**DESCRIPTION:**

**Background**
On December 6, 2004, the City Council adopted Resolution 224-04 authorizing the execution of a Disposal Service Agreement with Waste Management of Alameda County for landfill disposal services at the Altamont Landfill located in Livermore. The initial contract term of July 1, 2005 through June 30, 2015, included an option for a one-time, 10-year extension. On April 7, 2015, the City Council adopted Resolution 41-15, approving a first amendment to the Disposal Service Agreement that extended the term to June 30, 2025.

The City does not have an agreement for post-collection processing of organic materials or

recyclable materials. Amador Valley Industries (AVI), now owned by Livermore Sanitation, Inc. (LSI), is the City's franchise hauler of solid waste, recyclable, and organic materials. Prior to the assignment of the AVI franchise agreement to LSI, AVI relied on organics processing agreements and recyclable processing agreements held by AVI's former affiliates. AVI did not have a first-party agreement for organics or recyclable post-collection processing. On August 20, 2024, the City Council adopted Resolution 97-24 approving the assignment of AVI and authorizing the execution of a new Amended and Restated Collection Services Agreement with AVI that included the incorporation of mitigation measures identified in the Franchise Assignment Review (Attachment 3).

Franchise Assignment Review, Mitigation II.B.2.c, required AVI to guarantee processing capacity for the City's organic materials and recyclable materials through June 30, 2025, and notified AVI that the City desires to enter into its own first-party agreement for both organics processing and recyclable processing. After June 30, 2025, and until the City enters into first-party agreements for organics processing and recyclable processing, AVI is required to continue to deliver organic and recyclable materials to the approved facilities in accordance with the franchise agreement.

Because the Disposal Service Agreement with Waste Management for landfill materials is expiring on June 30, 2025, and because Waste Management can also provide post-collection processing of organics at the same facility as their post-collection processing of landfill solid waste, City Staff and consultants pursued a new agreement that combines both landfill and organics services. Staff is also working on a separate agreement for post-collection service for recyclable materials. The recyclables agreement will be considered by the City Council at a future date.

**Statutory Authority and Review of Proposals**

Public Resources Code Section 40059 provides that a local governmental agency is authorized to determine all aspects of solid waste handling that are of local concern, including but not limited to, frequency of collection, means of collection and transportation, level of services, charges and fees, and nature, location, and extent of providing solid waste handling services, with or without competitive bidding for the public health, safety, and well-being of the City.

Staff reviewed proposals from the two entities that own and manage landfills in Alameda County, Republic Services Vasco Road, LLC (Republic Services) and Waste Management. Proposals were restricted to operators of Alameda County landfills to minimize haul distances and to ensure appropriate tip fees are collected per the requirements of the Alameda County Waste Reduction and Recycling Initiative (Measure D). Measure D is a 1990 voter approved measure intended to provide funds for the planning and implementation of comprehensive source reduction and recycling programs to divert materials from landfill.

The Republic Services proposal included solid waste disposal at the Vasco Road Landfill located in Livermore and organics processing at the Forward Compost Facility located in Manteca. The Waste Management proposal included solid waste disposal at the Altamont Landfill and organics processing at the Altamont Compost Facility, also located in Livermore.

The proposals had the same terms, with the key difference being the rates, as shown in Table 1 and described in detail below.

**Table 1. Rate Comparisons**

| Fee (Per Ton) | Republic Services | Waste Management |
|---|---|---|
| Government Fee | $19.93 | $20.12 |
| Disposal Fee | $31.97 | $29.00 |
| **Total Solid Waste Tip Fee** | **$51.90** | **$49.12** |
| Organics Processing | $125 (mixed organics) | $80 (mixed organics)/$120 (commercial food scraps) |

The total cost per ton of waste disposed at the landfill consists of two fees: the Government Fee and the Disposal Fee. The Government Fee is fixed, and the Disposal Fee is compensation for disposal services paid to the landfill facility. Republic Services proposed a tipping fee of $51.90 per ton, comprising the $19.93 per ton Government Fee and the $31.97-per-ton Disposal Fee. Waste Management proposed a tipping fee of $49.12, comprising the $20.12-per-ton Government Fee and the $29.00-per-ton Disposal Fee.

For organics processing, Republic Services proposed a $125-per-ton fee for mixed organics processing, which includes transport from the Vasco Road Landfill to the Forward Compost Facility. Waste Management proposed an $80-per-ton fee for commingled (mixed) organics materials processing (residential organics and commercial green waste) and a $120-per-ton fee for commercial food scraps processing at the Altamont Compost Facility Monday through Friday.

Based on current solid waste and organics tonnages collected by AVI, the estimated annual cost for organics and solid waste post-collection services with Waste Management is approximately $360,000 lower than the proposal provided by Republic Services.

**Contract Provisions**
The key provisions of the Waste Management Organics and Solid Waste Post-Collection Services Agreement include:

- **Contract Term.** The contract term is set for 10 years. After the initial 10-year term, the City and Waste Management may mutually agree to extend the term of the agreement for up to an additional 10 years.
- **Annual Base Fee Escalation.** The annual per-ton rate escalation will be tied to the San Francisco-Oakland-Hayward CPI-U, ensuring the rate increases are predictable and aligned with regional inflation.
- **Opportunities for Partnerships.** The agreement includes climate and disaster resiliency response and potential for extended producer responsibility programs, enhancing the City's long-term disaster response and sustainability goals.
- **Education and Outreach.** Waste Management will have a supporting role in education and outreach related to proper sorting by providing data and information about what happens to materials after collection and which materials are not able to be effectively

composted.

- **Assistance with meeting the City's Senate Bill (SB) 1383 Recovered Organic Waste Product Procurement Requirements.** Waste Management will serve as a broker for the City in procuring compost to meet the City's annual SB 1383 recovered organic waste product procurement requirements throughout the term of the agreement. This requirement will be met through a direct service provider arrangement, where the City will receive SB 1383 credit for compost purchases made by a third party, or Waste Management will directly deliver compost to the City for City use.

**STRATEGIC PLAN INITIATIVE:**

Strategy 5: Long-Term Infrastructure and Sustainability Investments
Objective C: Continue to make progress on the Climate Action Plan and sustainable operations.

**NOTICING REQUIREMENTS/PUBLIC OUTREACH:**

The City Council Agenda was posted.

**ATTACHMENTS:**

1) Resolution Approving an Agreement with Waste Management of Alameda County, Inc. for Organics and Solid Waste Post-Collection Services
2) Exhibit A to the Resolution – Agreement with Waste Management of Alameda County, Inc. for Organics and Solid Waste Post-Collection Services
3) Franchise Assignment Review – Amador Valley Industries, LLC.

**RESOLUTION NO. XX – 25**

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

**APPROVING AN AGREEMENT WITH WASTE MANAGEMENT OF ALAMEDA COUNTY, INC. FOR ORGANICS AND SOLID WASTE POST-COLLECTION SERVICES**

**WHEREAS,** on January 12, 2005, the City of Dublin entered into an agreement with Waste Management of Alameda County, Inc. for solid waste disposal services commencing July 1, 2005, through June 30, 2015; and

**WHEREAS,** on April 7, 2015, an amendment to the agreement with Waste Management of Alameda County, Inc. was executed to extend the term to June 30, 2025; and

**WHEREAS,** pursuant to California Public Resources Code Section 40059, a local governmental agency is authorized to determine all aspects of solid waste handling that are of local concern, whether the services are to be provided by means of nonexclusive franchise, contract, license, permit, or otherwise, either with or without competitive bidding; and

**WHEREAS,** to protect the public health, safety, and well-being of the residents and businesses in Dublin, the City desires to enter into an agreement for organics and solid waste post-collection services with a qualified Contractor to provide for the processing of organic materials and disposal of solid waste collected within the City of Dublin; and

**WHEREAS,** the City received proposals from Republic Services Vasco Road, LLC and Waste Management of Alameda County, Inc.; and

**WHEREAS,** the City has found and determined, based on the proposal, demonstrated experience, reputation, and reasonable and competitive costs, that Waste Management of Alameda County, Inc., is best able to provide organics and solid waste post collection services in accordance with Applicable Law.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Dublin does hereby approve the Agreement with Waste Management of Alameda County, Inc. for Organics and Soild Waste Post-Collection Services, attached hereto as **Exhibit A**.

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

{Signatures on the following page}

**PASSED, APPROVED AND ADOPTED** this 3rd day of June 2025, by the following vote:

**AYES**:

**NOES**:

**ABSENT**:

**ABSTAIN**:

_____
Mayor

**ATTEST**:

_____
City Clerk

# AGREEMENT

# BETWEEN

# CITY OF DUBLIN

# AND

# WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.

# FOR

# ORGANICS AND SOLID WASTE

# POST-COLLECTION SERVICES

**JUNE 3, 2025**

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# AGREEMENT
# BETWEEN
# CITY OF DUBLIN
# AND
# WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.
# FOR
# ORGANICS AND SOLID WASTE POST-COLLECTION SERVICES

THIS AGREEMENT is made and entered into as of June 3, 2025 between the City of Dublin, California, a political subdivision of the State of California (hereinafter the "City"), and Waste Management of Alameda County, Inc., (hereinafter referred to as "Contractor").

## RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

**WHEREAS**, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (AB 939) (California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Solid Waste services within their jurisdiction;

**WHEREAS**, the State of California has found and declared that the amount of refuse generated in California, along with diminishing Disposal capacity, potential adverse environmental impacts from landfilling, and the need to conserve natural resources, has created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program. The State has, through enactment of AB 939 and subsequent related legislation including, but not limited to: the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), AB 1594, AB 1201, SB 343, and the Plastic Pollution Prevention and Packaging Producer Responsibility Act (SB 54), directed the responsible State agency, and all local agencies, to promote Diversion and to maximize the use of feasible waste reduction, reuse, Recycling, and Composting options in order to reduce the amount of refuse that must be Disposed;

**WHEREAS,** SB 1383 establishes regulatory requirements for jurisdictions, Generators, haulers, Solid Waste facilities, and other entities to support achievement of State-wide Organic Waste Disposal reduction targets;

**WHEREAS,** in response to the Governor signing Executive Order N-79-20, the California Air Resources Board has established regulations, including, but not limited, the Advanced Clean Fleets Rule, as part of a

strategy to transition fleets to zero emissions vehicles (ZEVs), and provisions of such regulations apply to Contractor's vehicle fleet under this Agreement;

**WHEREAS**, pursuant to California Public Resources Code Section 40059(a)(2), the City has determined that public health, safety, and wellbeing require that an exclusive right be awarded to a qualified Contractor to provide for the Processing of Organic Materials; for the Disposal of Solid Waste; and other services related to meeting the City's economic and environmental goals;

**WHEREAS,** the City further declares its intent to approve and maintain reasonable Rates for the Processing and Disposal of Organic Materials and Solid Waste;

**WHEREAS,** the City desires, having determined that Contractor, by demonstrated experience, reputation, and capacity, is qualified to provide for the Processing of Organic Materials and Disposal of Solid Waste, generated within the corporate limits of the City, and that Contractor be engaged to perform such services on the basis set forth in this Agreement;

**WHEREAS**, the City and Contractor have attempted to address conditions affecting their performance of services under this Agreement but recognize that reasonably unanticipated conditions may occur during the Term of this Agreement that will require the Parties to meet and confer to reasonably respond to such changed conditions; and,

**WHEREAS,** under Municipal Code Chapter 5.32, the City may enter into a contract for the Processing and/or Disposal of all refuse in and from the City and the collection of Rates therefore, and the City Council is authorized to enter into such contract with any terms it deems necessary to protect the best interests of the City.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and conditions contained in this Agreement and for other good and valuable consideration, the Parties agree as follows:

# ARTICLE 1.
# GRANT AND ACCEPTANCE OF EXCLUSIVE RIGHTS

## 1.1 GRANT AND ACCEPTANCE OF EXCLUSIVE RIGHTS

By the signing of this Agreement, the City grants to Contractor and Contractor accepts an exclusive right to Process and Dispose of all City Delivered Materials for which they have been awarded service. The rights granted to Contractor shall be for the scope of services described in this Agreement, except where otherwise precluded by Federal, State, and local laws and regulations.

This Agreement and scope of these exclusive rights shall be interpreted to be consistent with Applicable Law, now and during the Term of the Agreement. If future judicial interpretations of current law or new laws, regulations, or judicial interpretations limit the ability of the City to lawfully contract for the scope of services, in the manner consistent with all provisions as specifically set forth herein, Contractor agrees that the scope of the Agreement will be limited to those services and materials which may be lawfully included herein, and that the City shall not be responsible for any lost profits or losses claimed by Contractor to arise out of limitations to the scope or provisions of the Agreement set forth herein. In such

an event, it shall be the responsibility of Contractor to minimize the financial impact of such future judicial interpretations or new laws, and Contractor may meet and confer with the City and may petition for an extraordinary Rate adjustment pursuant to Section 8.4.

## 1.2 SCOPE LIMITATIONS AND EXCLUSIONS

The award of this Agreement shall not preclude the categories of Organic Materials and Solid Waste listed below from being Collected by Persons other than the Collection Contractor, and Accepted, Transferred, Transported, Processed, or Disposed by Persons other than Contractor, provided that nothing in this Agreement is intended to or shall be construed to excuse any Person from obtaining any authorization from the City that is otherwise required by law:

**A.** **Self-Hauled Materials**. Organic Materials and/or Solid Waste, generated in or on a Commercial business Owner's or Resident's own Premises, may be Disposed of with their own vehicle so long as they are in compliance with the City's Municipal Code.

**B.** **Donated or Sold Materials**. Any items that are Source Separated at any Premises by the Generator and sold or donated to other Persons, including youth, civic, or charitable organizations.

**C.** **Edible Food Recovery.** Edible food that is Collected from a Generator by other Person(s) for the purposes of food recovery; or that is Self-Hauled by the Generator to another Person(s) for the purposes of food recovery, regardless of whether the Generator donates, sells, or pays a fee to the other Person(s) to Collect or receive the edible food. Contractor shall cooperate with and shall not impede, interfere, or attempt to impede or interfere with the implementation, expansion, or operation of food recovery program efforts in the City.

**D.** **Food Scraps for Animal Feed.** Food Scraps that are separated by the Generator and used by the Generator or distributed to other Person(s) for lawful use as animal feed, in accordance with 14 CCR Section 18983.1(b)(7). Food Scraps intended for animal feed may be Self-Hauled by Generator or hauled by another party.

**E.** **Materials That Collection Contractor Does Not Collect and/or Contractor Does Not Divert.** Organic Materials or Solid Waste which the Collection Contractor is not required to Collect for Diversion under the Collection Agreement as of the Effective Date of this Agreement that subsequently, in the City's reasonable judgment, become economically feasible to Collect for Diversion. In such event, the City may provide for Collection, Processing, and Diversion of such materials in any manner it deems appropriate. Such materials may include, but shall be limited to, Organic Materials which the Collection Contractor would otherwise Collect for Disposal.

**F.** **Beverage Containers**. Containers delivered for Recycling under the California Beverage Container Recycling and Litter Reduction Act, Section 14500 *et seq*. of the California Public Resources Code.

**G.** **Materials Removed by Customer's Contractor as Incidental Part of Services**. Organic Materials and/or Solid Waste removed from a Premises by a contractor (e.g., gardener, landscaper, tree-trimming service, construction contractor, or Residential clean-out service) as an incidental part of the service being performed, rather than as a separately contracted or subcontracted hauling service; or if such contractor is providing a service which is not included in the scope of this Agreement or the Collection Agreement.

**H.** **In-Place Composting**. Organic Materials Composted or otherwise legally managed at the site where it is generated (e.g., backyard Composting, onsite anaerobic digestion, or at a Community Composting site).

**I.** **Animal, Grease Waste, and Used Cooking Oil**. Animal waste and remains from slaughterhouse or butcher shops, grease, or used cooking oil.

**J.** **Sewage Treatment By-Product**. Byproducts of sewage treatment, including Sludge, Sludge ash, grit, and screenings.

**K.** **Exempt Waste**. Exempt Waste, regardless of its source.

**L.** **Materials Generated by State and County Facilities.** Materials generated by State and County facilities located in the City, provided that the Generator Self-Hauls, has arranged services with other Persons, or has arranged services with Contractor through a separate agreement.

**M.** **Climate and Disaster Resiliency Debris.** Debris generated as result of a wartime, natural, physical, or other disaster that the Collection Contractor is unable to Collect and/or Contractor is unable to Process or Dispose of within a reasonable timeframe, as determined by the City, or that the City directs the Collection Contractor or Contractor to not Collect, Process, or Dispose in accordance with Section 4.4 of this Agreement and in accordance with the Collection Agreement. The City reserves the right to enter into a third-party agreement to provide disaster debris Collection and Post-Collection services that augment those provided by Contractor or the Collection Contractor.

**N.** **Extended Producer Responsibility Programs.** If an Extended Producer Responsibility Program requires special handling or unique Processing services that are not currently provided by Contractor, and Contractor is unable or unwilling to provide such required handling or services, then, subject to the provisions of the Collection Agreement and Section 3.5, Section 3.7, and Section 8.4 of this Agreement, other Persons may Accept, Transfer, Transport, Process, Divert and/or Dispose of such Organic Materials.

Contractor acknowledges and agrees that the City may permit other Persons besides Contractor to Accept, Transfer, Transport, Process, or Dispose of any and all types of materials excluded from the scope of this Agreement, as set forth above, without seeking or obtaining approval of Contractor. If Contractor can produce evidence that other Persons are providing Post-Collection Services in a manner that is not consistent with this Agreement or the City's Code, it shall report the location, name, and phone number of the Person or company to the City's Contract Manager, along with Contractor's evidence. In such case, the City may notify the Person providing such services that are in violation of Contractor's rights under this Agreement, and Contractor shall have the right to take legal action to enforce its rights under this Agreement.

## 1.3 OBLIGATIONS OF PARTIES

In addition to the specific performance required under the Agreement, the City and Contractor shall:

**A.** Provide timely notice to one another of a perceived failure to perform any obligations under this Agreement and timely access to information demonstrating the other Party's failure to perform.

**B.** Provide timely access to the City Representative and Contractor's designated representative.

**C.** Provide complete and timely responses to requests of the other Party.

**D.** Provide timely notice of matters that may affect either Party's ability to perform under the Agreement.

# ARTICLE 2.
# TERM OF AGREEMENT

## 2.1 TERM AND OPTION TO EXTEND

The Term of this Agreement shall commence on July 1, 2025 ("Commencement Date") and continue in full force for a period of ten (10) years, through and including June 30, 2035, unless the Agreement is extended in accordance with this Section or terminated pursuant to Section 10.2.

The City and Contractor may agree in writing to extend the Term of the Agreement in one- (1-) year increments for up to a total of ten (10) years beyond the initial Term, through and including June 30, 2045. The City must offer Contractor an extension of this Agreement in writing no later than one (1) year before the then-current Agreement expiration date. Upon receiving an extension offer(s), Contractor shall provide written notice to the City as to whether Contractor accepts or rejects the City's offer within thirty (30) Working Days of the date of the offer. If Contractor fails to provide such notice to the City within said thirty (30) Working Days, the City's offer shall be deemed withdrawn and the City shall have no obligation to extend the Term of this Agreement beyond the then-current Agreement expiration date. If the Term of this Agreement is extended by mutual agreement as outlined within this paragraph, the compensation provisions of Article 8 shall be subject to negotiation.

Between the Effective Date and Commencement Date, Contractor shall perform all activities necessary to prepare itself to start providing services required by this Agreement on the Commencement Date.

## 2.2 CONDITIONS TO EFFECTIVENESS OF AGREEMENT

The obligation of the City to permit this Agreement to become effective and perform its undertakings provided for in this Agreement is subject to the satisfaction of all the conditions below, each of which may be waived, in written form only, in whole or in part by the City.

**A.** **Accuracy of Representations.** Contractor's representations and warranties made in Article 11 of this Agreement are true and correct on and as of the Effective Date.

**B.** **Furnishings of Insurance and Performance Bond.** Contractor has furnished evidence of the insurance and performance bond required by Article 9 that is satisfactory to the City.

**C.** **Absence of Litigation.** To the best of Contractor's knowledge, after reasonable investigation, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency, or instrumentality decided, pending, or threatened against Contractor wherein an unfavorable decision, ruling, or finding, in any single case or in the aggregate, would:

1. Materially adversely affect the performance by Contractor of its obligations hereunder.

2. Adversely affect the validity or enforceability of this Agreement.

3. Materially adversely affect the financial condition of Contractor, or any surety or entity guaranteeing Contractor's performance under this Agreement.

**D. Permits Furnished.** Contractor has provided the City with copies of all permits necessary for operation of all Approved Facilities owned or operated by Contractor or any Subcontractor for use under the terms of this Agreement.

**E. Legal Challenge.** Contractor understands and acknowledges that the award of this Agreement may be subject to review and repeal by the City's citizens, through a referendum or similar petition, and various types of legal and environmental challenges (such referenda, similar petition, and legal and environmental challenges shall be referred to collectively as "Legal Challenges"). Accordingly, this Agreement shall not become effective until the City Manager or the City Manager's designee reasonably determines that: (i) any Legal Challenges that had been initiated as of the time of such determination have been resolved in favor of the City's award of this Agreement to Contractor; and, (ii) the deadline to initiate any additional Legal Challenges has expired; provided, however, that Contractor shall be entitled to rescind this Agreement upon thirty (30) calendar days' prior written notice to the City Manager if such determination is not made within seventy-five (75) calendar days after City Council approval of the Agreement.

**F. Directed Flow of City Delivered Materials.** The City has entered into a franchise agreement with the Collection Contractor for Collection of City Delivered Materials. To the extent that such materials are Collected by the Collection Contractor on or before the Commencement Date, the City shall direct the Collection Contractor through that agreement to the appropriate Approved Facilities as required under this Agreement.

# ARTICLE 3.
# SCOPE OF AGREEMENT

## 3.1 SUMMARY SCOPE OF SERVICES

Contractor or its Subcontractor(s) shall be responsible for the following:

**A.** Receiving, Accepting, and safely and lawfully Processing Organic Materials and Disposing of Solid Waste and Organic Materials Processing Residue from City Delivered Materials at the Approved Facility(ies) in accordance with Article 4 and Applicable Law. Contractor's failure to specifically require an act necessary to perform the Post-Collection Services does not relieve Contractor of its obligations to perform such act or services.

**B.** Performing all other services required by this Agreement, including, but not limited to, billing, public education, recordkeeping, and reporting pursuant to Article 4, Article 5, Article 6, and Article 8.

**C.** Furnishing all labor, supervision, vehicles, Containers, other equipment, materials, supplies, and all other items and services necessary to perform Contractor's obligations under this Agreement.

**D.** Paying all expenses related to the provision of services required by this Agreement, including, but not limited to, taxes, regulatory fees (including City Reimbursements), and utilities.

**E.** Performing or providing all services necessary to fulfill Contractor's obligations in full accordance with this Agreement and the performance standards contained within at all times, using best industry practice for comparable operations.

**F.** Complying with all Applicable Laws.

The enumeration and specification of particular aspects of service, labor, or equipment requirements shall not relieve Contractor of the duty to perform all other tasks and activities necessary to fulfill its obligations under this Agreement, regardless of whether such requirements are enumerated elsewhere in the Agreement, unless excused in accordance with Section 10.7.

## 3.2 USE OF APPROVED FACILITIES

Contractor, without constraint and as a free-market business decision in accepting this Agreement, agrees to use the Approved Facilities for the purposes of performing Post-Collection Services under this Agreement. Such decision by Contractor in no way constitutes a restraint of trade, notwithstanding any Change in Law regarding flow control limitations or any definition thereof.

## 3.3 SUBCONTRACTING

Contractor is solely responsible for management and oversight of the activities of all Subcontractor(s). Contractor shall be considered to be in breach or default should the activities of any Subcontractor(s) constitute a breach or event of default under this Agreement.

Contractor shall not engage a Subcontractor(s) for Post-Collection Services without the prior written consent of the City Representative, which may be granted subject to their reasonable discretion. As of the Effective Date of this Agreement, the City has approved Contractor's use of Subcontractor(s) included herein as Exhibit I. Following the Effective Date, if Contractor plans to engage any Affiliate as a Subcontractor in the provision of services, Contractor shall provide the City Representative with thirty (30) calendar days' written notification of its plans and provide an explanation of any potential impacts related to the quality, timeliness, or cost of providing services under this Agreement. Contractor shall require that all Subcontractors file an insurance certificate with the City, describing such Subcontractor's insurance coverage and naming the City as an additional insured. The City Risk Manager may waive or excuse these insurance requirements in its sole discretion. Contractor shall require that all Subcontractors comply with all material terms of this Agreement.

## 3.4 RESPONSIBILITY FOR MATERIALS

Once City Delivered Materials are delivered to the Approved Facility(ies) and received and Accepted by Contractor, ownership and the right to possession of City Delivered Materials will transfer directly from the Collection Contractor or other Person designated to deliver such City Delivered Materials to Contractor, with the exception of Exempt Waste if Contractor can identify the Exempt Waste pursuant to Subsection 5.2.2. For Solid Waste received and Accepted by Contractor at the Approved Disposal Facility, Contractor may retain, Recycle, Process, Dispose of, and otherwise use the City's Solid Waste in any lawful fashion or for any lawful purpose. Both benefits and Liabilities resulting from ownership and possession will accrue to Contractor.

## 3.5 CITY-DIRECTED CHANGES TO SCOPE

**A. General.** The City may direct Contractor to perform additional services (including, but not limited to, the performance of additional Diversion activities) or Contractor may propose additional services. Per-Ton Rates will be increased or decreased, in accordance with this Section, to give effect to these adjustments.

At any time during the Term of this Agreement, the City may solicit proposals from other Persons for services not contemplated under this Agreement. In the event that contracting with other Persons for such services will reduce Contractor's Compensation or increase Contractor's costs under this Agreement, Contractor shall be offered the opportunity to match any other Person's proposed pricing and provide the added scope of services. However, nothing in this Agreement shall prevent the City from contracting with other Persons in the event that Contractor is unable or unwilling to provide such services at or below the cost proposed by the other Person. The City shall adjust Contractor's Compensation for any demonstrable change in direct costs or revenue resulting from such change, in accordance with Section 8.4.

**B. Proposal for Modification of Services.** Within thirty (30) Working Days of the City's request for a proposal, or at any time Contractor chooses to propose additional services, Contractor shall present its proposal to modify the existing Post-Collection Services, unless an alternate schedule is mutually agreed upon. A written proposal, at a minimum, shall contain a complete description of the following:

1. Methodology to be employed (changes to equipment, labor needs, staffing, etc.).
2. Equipment to be utilized (equipment number, types, capacity, age, etc.).
3. Labor requirements (changes in number of employees by classification).
4. Provision for the program's publicity, education, or marketing (if appropriate).
5. Estimate of the impact of the service modification (increased Diversion Tonnage, reduced costs, increased public service, etc.).
6. Five- (5-) year projection of the financial results of the program's operations in a balance sheet and operating statement format, including documentation of the key assumption underlying the projections and the support for those assumptions, giving full effect to the savings or costs to existing Post-Collection Services.

**C. City Review**. If the City does not review, comment, and approve or disapprove of the modification to the scope of services within ninety (90) Business Days of receiving Contractor's proposal, the proposal will be deemed disapproved. The City and Contractor may mutually agree to extend the time period for review due to: (i) the complexity of the scope of service modification under consideration; (ii) the time needed for the review or approval; or, (iii) for other reasonable reasons.

The City may request the assistance of an independent third party to review the proposal. Contractor shall pay the reasonable costs of that review if the modification to the scope of Post-Collection Services is initiated by Contractor. The City shall pay those costs if the modification to the scope of Post-Collection Services is initiated by the City. For a Contractor-initiated modification to the scope of Post-Collection service, the cost of the review will be estimated in advance of the work and provided to Contractor for comment and agreement to pay. Contractor's refusal to pay the

reasonable cost of review of a Contractor-initiated proposal shall be grounds for the City's rejection of that proposal.

Contractor shall promptly provide operating and business records requested by the City that are reasonably required to verify the reasonableness and accuracy of the impacts associated with a modification to the scope of Post-Collection Services. Contractor shall fully cooperate with the City's request and provide the City and its agent(s) copies of or access to Contractor's records.

If the City and Contractor are unable to agree on terms and conditions, including compensation adjustments, of modifications to the scope of Post-Collection services within one hundred and twenty (120) Business Days from the City's receipt of Contractor's proposal for such services, the City may permit other Persons to provide such services, provided that such services do not conflict with the exclusivity granted to Contractor under Section 1.1. Nothing herein shall prevent the City from soliciting cost and operating information from other Persons in order to inform the City's evaluation of Contractor's proposal.

**D. Approval of Modification to Scope of Services.** Upon City approval or determination, the City shall issue a written notice approving the modification to the scope of Post-Collection services and change to Contractor's obligations under this Agreement and documenting any change to the Per-Ton Rates made in accordance with Section 8.4. The Parties shall then prepare a written amendment to the Agreement documenting any and all changes resulting from the modification to the scope of services. No change in scope of Post-Collection Services, change in Contractor's obligations, or adjustment in Per-Ton Rates shall become effective absent that City approval or determination.

## 3.6 NO TONNAGE OBLIGATION OR LIMIT ON WASTE PREVENTION

Neither the City nor the Collection Contractor is obligated to deliver any specified quantity of Organic Materials or Solid Waste to the Approved Facility(ies).

The City maintains programs to reduce the amount of waste intended for Processing and/or Disposal. It is the City's intent to continue to improve, develop, and enhance existing programs, as well as to implement new programs and services throughout the Term, as it deems necessary, to meet or exceed mandated Diversion program requirements and goals established by AB 939 and subsequent Federal, State, County, or local legislation, including, but not limited to, the State's seventy-five percent (75%) Recycling goal established in AB 341, the programmatic requirements of AB 1826, the requirements of SB 1383, and the requirements of SB 54. Contractor acknowledges that the characterization and quantity of City Delivered Materials that are delivered to the Approved Facility(ies) will change over the Term and may, over time, be significantly different than that as of the Commencement Date of the Agreement, but the obligation of Contractor to Accept the City Delivered Materials will continue for the Term of the Agreement, so long as it conforms to the definitions and requirements of this Agreement.

Nothing in this Agreement shall, in any manner, prevent, penalize, or impede the City from continuing programs, altering programs, or developing new programs that have the effect of reducing or increasing the amount of City Delivered Materials Collected and delivered to the Approved Facility(ies) by the Collection Contractor. However, notwithstanding anything to the contrary in this Agreement, during the Term of this Agreement, the City shall direct for delivery by Collection Contractor all City Delivered Materials to Contractor for Processing and/or Disposal in accordance with this Agreement.

## 3.7 EXTENDED PRODUCER RESPONSIBILITY PROGRAMS

**A. General.** In addition to the services provided by Contractor pursuant to existing Extended Producer Responsibility Programs, including, but not limited to SB 54, the City and Contractor acknowledge that additional or amended Extended Producer Responsibility Programs may be established in the future. The City may request that Contractor participate in an Extended Producer Responsibility Program. Notwithstanding Subsection 8.4.E, any and all such City requests and/or new requirements related to any Extended Producer Responsibility Programs shall be treated as a change in scope in accordance with Section 3.5 and Subsection 8.4.D and shall not be treated as a Change in Law pursuant to Subsection 8.4.E; provided, however, that Contractor shall be expressly precluded from requesting an extraordinary Rate adjustment for a change in scope to the extent Contractor is fully compensated for Processing, Recovery, Diversion, or other direct costs associated with such Extended Producer Responsibility Program participation. Contractor shall, by default, accept the City's request to enact the Extended Producer Responsibility program, unless Contractor can demonstrate significant barriers that would make providing such services impracticable. Contractor shall express any objections or concerns during the meet and confer period and provide substantial evidence of such barriers in Contractor's proposal, for further review by the City.

**B. Extended Producer Responsibility Program Proposal.** Upon the City's written request, Contractor shall seek out and coordinate with the applicable Stewardship Organization designated for the specified Extended Producer Responsibility Program and shall describe such partnership in its proposal, in addition to the requirements outlined in Section 3.5. In its written request, the City may additionally describe specific information required to be included in Contractor's proposal, as the City Representative deems reasonably necessary, in relation to the Extended Producer Responsibility Program. The City shall review the proposal and may request additional supporting documentation, calculations, or other information necessary to evaluate Contractor's proposal for reasonableness and ability to comply with the requirements of the Extended Producer Responsibility Program. The City retains the right to negotiate with Contractor and amend the Agreement to reflect changes in services, as needed, or may reject the proposal without further negotiation. Contractor shall not be compensated for the proposal preparation costs or costs incurred during the negotiation of its proposal.

At any time during the Term of this Agreement, the City may solicit proposals from other Persons related to Extended Producer Responsibility Programs, as provided in Subsection 1.2.N.

**C. Funding Provided Through Extended Producer Responsibility Programs.** Contractor's participation or compliance with Extended Producer Responsibility Programs shall not warrant an increase to Contractor's Compensation, except as otherwise provided in Subsection 8.4.D. Contractor shall maintain records of all funding or other resources Contractor receives directly or indirectly through an Extended Producer Responsibility Program. Contractor shall calculate and demonstrate the dollar amount that can be attributed to services provided under this Agreement. Any cost savings identified shall be remitted to the City as either: (i) a direct payment sent to the City within thirty (30) Business Days of Contractor's receipt of funds; or, (ii) a reduction to the appropriate Per-Ton-Rate(s) that are established in accordance with Article 8, at the City Manager's or the City Manager's designee's sole discretion. Contractor shall include copies of invoices or receipts submitted to or provided by the applicable Stewardship Organization with its payment.

**D. Recordkeeping.** Contractor shall maintain all operational and financial records related to Extended Producer Responsibility Programs and report such information to the City in accordance with Exhibit D or as otherwise requested by the City Representative.

# ARTICLE 4.
# SCOPE OF SERVICES

Contractor shall perform the Post-Collection Services and corresponding requirements described in this Article. Failure to specifically require an act necessary to perform the Post-Collection Services under this Agreement does not relieve Contractor of its obligation to perform such act.

## 4.1 APPROVED FACILITIES

**A. Use of Approved Facility(ies).** Contractor shall Accept City Delivered Materials at the appropriate Approved Facility(ies) for each material type and shall comply with all material delivery and Acceptance procedures specified in this Agreement.

**B. Use of Alternate Facilities.** If Contractor is unable to use an Approved Facility due to an emergency or sudden and unforeseen closure of the Approved Facility that is outside the control of Contractor, Contractor shall immediately notify the City Representative and shall use the appropriate Alternate Facility(ies), as defined in Exhibit A. Contractor shall continue to use such Alternate Facility(ies) until the Approved Facility is reopened or the need for the Alternate Facility is abated. Contractor shall notify the City in writing prior to recommencing use of the Approved Facility. During such time, to the extent feasible, Contractor shall continue to comply with the requirements of Article 5.

If the need to use an Alternate Facility is discretionary or for reasons within Contractor's, or its Subcontractor's, reasonable control, Contractor's Compensation shall not be adjusted for any change in costs associated with use of the Alternate Facility and Contractor shall be responsible for any increased costs associated with the direct delivery of Organic Materials and/or Solid Waste to the Alternate Facility in Collection Contractor vehicles, or any required Transfer services and associated Transfer costs. Such additional costs shall be paid to the Collection Contractor. If the need to use the Alternate Facility results from reasons beyond Contractor's, or its Subcontractor's, reasonable control, the City shall adjust, either up or down, Contractor's Compensation for changes in Processing or Disposal costs associated with use of the Alternate Facility, and Contractor shall not be responsible for any increased costs associated with the direct delivery of Organic Materials and/or Solid Waste to the Alternate Facility in Collection Contractor vehicles, or any required Transfer services and associated Transfer costs. In the event that a change in the Approved Facility(ies) results in increased costs, the City may identify and direct Contractor to an alternate facility that results in less cost than the Contractor-identified alternate.

If Contractor has notified the City in writing, per the requirements above, that Contractor is unable to use the Approved Commercial Food Scraps Processing Facility (Altamont) for Processing Commercial Food Scraps for reasons beyond Contractor's, or its Subcontractor's, reasonable control, and the Alternate Commercial Food Scraps Processing Facility has been Accepting all Commercial Food Scraps for more than thirty (30) days, then the City reserves the right, in its sole discretion, to remove Commercial Food Scraps from the exclusive rights of this Agreement as

defined in Section 1.1. The City shall notify Contractor in writing prior to the removal of Commercial Food Scraps.

Except for the emergency conditions described in this Section, Contractor shall not change its selection of the Approved Facility(ies) without the City's written approval, which may be withheld in the City's reasonable discretion. Contractor may use an Alternate Facility (Processing or Disposal) in lieu of the primary Approved Facility, so long as it notifies the City in writing and includes the reason for using the Alternate Facility and expected duration of time for which the Alternate Facility will be used. If Contractor elects to use a facility that is different than the initial Approved Facility(ies) or Alternate Facilities, it shall request written approval from the City Representative sixty (60) calendar days prior to use of the site and obtain the City's written approval no later than ten (10) calendar days prior to use of the site. The City's approval may be conditioned on such facility's ability to guarantee sufficient Transfer, Processing, or Disposal capacity to the City for the period of time proposed by Contractor for use of the proposed facility and the status of such facility's permits.

Contractor is solely responsible for ensuring continued availability of City-approved Alternate Facility(ies) throughout the Term.

**C. Secondary Processing.** Contractor may use the Secondary Processing Facilities listed in Exhibit I. Should Contractor wish to utilize a Secondary Processing Facility to perform services under this Agreement that is not listed in Exhibit I, Contractor shall request approval from the City Representative. Contractor shall provide any requested records, documentation, or other information that the City considers reasonable to evaluate the impact on Post-Collection Services by use of the proposed Secondary Processing Facility. In particular, the City may not approve a facility on the basis of any number of factors, including distance from the City, demonstrated performance of the facility, regulatory and litigation history of the facility, operating track record of the facility, cost of using the facility, consistency of the facility with City, County, or State policy, or any other factor relevant to the City Representative. Contractor shall not commence use of the proposed Secondary Processing Facility without written approval from the City, which will not be unreasonably withheld. Contractor shall document use of all Secondary Processing Facilities in accordance with Exhibit D.3.8 and D.3.9.

## 4.2 ORGANIC MATERIALS PROCESSING

**A. Processing.** Contractor shall Accept all Organic Materials at the Approved Commingled Organic Materials Processing Facility and Approved Commercial Food Scraps Processing Facility(ies) and shall Process all such material. Contractor shall operate the Approved Commingled Organic Materials Processing Facility and Approved Commercial Food Scraps Processing Facility(ies) in accordance with Applicable Law and all standards of performance described in Article 5. Contractor shall meet the following minimum Processing standards at the Approved Commingled Organic Materials Processing Facility and Approved Commercial Food Scraps Processing Facility(ies):

1. Pre-Processing activities shall include the removal of identified Hazardous Waste and the removal of plastic bags and other Prohibited Container Contaminants, based on the capabilities of each Approved Facility's existing Processing equipment.

2. Composting shall be accomplished by the use of recognized Composting methods, which have been demonstrated to be able to consistently produce a stable, mature compost product that is suitable for general purpose use, similar to the U.S. Composting Council's Class 1 rating.

3 Post-Composting Processing activities shall include screening to remove plastics and other contaminants from the compost product.

4. Finished compost products shall meet environmental health standards in accordance with Applicable Law, including, but not limited to, the physical contamination limits of 14 CCR Section 17868.3.1. Contractor shall make available, upon the City's request, any sampling reports and supporting documentation necessary to demonstrate compliance with this Section.

**B. Capacity Guarantee**. Contractor guarantees sufficient capacity at the Approved Commingled Organic Materials Processing Facility and Approved Commercial Food Scraps Processing Facility(ies) to Process all City Delivered Materials throughout the Term of the Agreement.

**C. Diversion.** Contractor shall Process all Organic Materials in a manner that maximizes Diversion and is deemed not to constitute landfill disposal pursuant to 14 CCR Section 18983.1(a), which states that landfill disposal includes final deposition of Organic Waste at a landfill or use of Organic Waste as ADC or AIC. After Processing, Contractor may Dispose of materials that do not have a higher or better use as Residue or for Beneficial Reuse purposes, to the extent allowed by State and local law.

As required under 14 CCR Section 17867(a)(16), 17896.44.1, and 17414.2, Contractor shall determine and report to the State quarterly the percentage of Organic Waste contained in materials Disposed. In accordance with Exhibit D, Contractor shall submit a copy of such reports to the City Representative.

Contractor shall allow the City Contract Manger, or their designee, with or without prior notice, to observe Processing operations and periodically sample finished compost product and Residue generated at the Approved Commingled Organic Materials Processing Facility and Approved Commercial Food Scraps Processing Facility(ies) to ensure compliance with this Section.

**D. Residue Allocation and Disposal.** Contractor shall use the method of tracking and allocating Organic Materials Residue levels approved by the City, as provided in Exhibit J. Contractor's Residue allocation methodology shall allow Contractor to accurately allocate the City's share of the total Residue generated from the Processing of Organic Materials at the Approved Commingled Organic Materials Processing Facility and Approved Commercial Food Scraps Processing Facility(ies). Contractor shall report Residue from Organic Materials Processing to the City quarterly in accordance with Exhibit D. Contractor shall not change the Residue level calculation method without prior written approval from the City.

Residue from Contractor's Processing of Organic Materials shall be Transported and Disposed of by Contractor at Contractor's sole expense. Contractor shall be fully responsible for the safe Disposal of all such Residue in accordance with Applicable Law. Residue delivered for Disposal shall not include any Exempt Waste.

**E. Marketed Commodities.** Contractor shall market Diverted materials in the Commodity categories and grades listed in this Section. If Contractor wants to modify the Commodity categories or grades during the Term of the Agreement, Contractor shall request approval from the City and such

approval shall be obtained before changes are implemented. Commodity categories and grades shall include, at minimum:

1. Compost product
2. Soil Amendments and/or blends, as requested and available.

**F. Compost Product Procurement by the City.** Contractor shall serve as a broker for the City in procuring compost product to meet the City's annual SB 1383 recovered Organic Waste product procurement target, for calendar year 2025 and throughout the Term of the Agreement. The City and Contractor shall meet each November, unless otherwise provided below, to discuss the City's procurement target and discuss the upcoming allocation of Organic Waste product procurement, whether wholly or partially met through a direct service provider arrangement or where the City may desire for some of the Organic Waste product procured to be reserved for City use through direct delivery by Contractor.

Contractor shall provide the City with copies of the invoices evidencing procurement of and payment for compost product by third party purchasers. When the purchaser procures the compost product from Contractor, the associated compost product shall be credited towards the City's SB 1383 procurement targets. Invoices must include the date of purchase, the name of the entity, operations, or facility purchasing the compost product, the amount in Tons or cubic yards purchased (assuming one (1) Ton equals one point six (1.6) cubic yards), and evidence that the purchaser has agreed to utilize the compost product as a direct service provider for the City.

Such compost product shall be produced at the Approved Commingled Organic Materials Processing Facility/Approved Commercial Food Scraps Processing Facilities. At such time that the purchaser has purchased compost product, Contractor shall provide the City with the required information pursuant to the preceding paragraph. Contractor shall annually facilitate the procurement of approximately three thousand (3,000) Tons of compost product for the City at a rate not to exceed the rate described in Exhibit E, adjusted annually in accordance with Subsection 8.3.B. Nothing in this Agreement shall, in any manner, obligate or otherwise restrict the City from reducing or increasing the Tons Contractor shall be required to make available to the City, since the required Tons are subject to change during the Term of the Agreement; provided, however, that the increase in Tons Contractor shall be required to make available to the City shall be limited to an additional seven hundred fifty (750) Tons (a twenty-five percent (25%) increase of the annual procurement amount of three thousand (3,000) Tons). If the City requests more than three thousand seven hundred fifty (3,750) Tons of annual compost product procurement (one hundred twenty-five percent (125%) of the guaranteed annual procurement amount of three thousand (3,000) Tons), such additional increase in Tons is subject to compost product being available from the Approved Commingled Organic Materials Processing Facility and Approved Commercial Food Scraps Processing Facilities.

If the City is no longer required under Applicable Law to meet annual recovered Organic Waste product targets or the City's annual recovered Organic Waste product procurement target changes, the City may, at its sole discretion, sever the provisions of this Section or amend the Tons required for procurement without impact to the rest of the Agreement. Should the City request changes to how compost product is provided directly to the City (e.g., provided in bags instead of in bulk) the Parties shall meet and confer to determine any change in cost for such service.

**G. Changes to Accepted Materials.** Contractor shall Accept all Organic Materials as defined in Exhibit C and shall Accept all materials required to be Accepted and/or Composted by Applicable Law or Extended Producer Responsibility Programs, including but not limited to, AB 1201, SB 1383, SB 54, and SB 343, unless otherwise directed by the City. A change in the Acceptable materials list resulting from a Change in Law shall not warrant an adjustment to Contractor's Compensation, except as otherwise provided in Subsection 8.4.E.

If either Party is made aware of a required change in the Accepted materials list due to an Extended Producer Responsibility Program or Applicable Law, that Party shall notify the other Party within thirty (30) days of being made aware of such change. Upon the City's request, the Parties shall promptly meet and confer to discuss the timeline and process for implementing such changes to the Acceptable materials list. If the change in the Accepted material list is due to an Extended Producer Responsibility Program, Contractor shall implement such changes in accordance with, and subject to the limitations of, Sections 3.7 and 8.4. Contractor shall implement changes to the Accepted materials list upon approval by the City or by any required deadlines under Applicable Law, whichever is sooner. Contractor shall maintain records in accordance with Subsection 3.7.D and Exhibit D. Pursuant to Section 10.11, Contractor shall bear full responsibility for complying with all Applicable Laws and provisions of this Agreement.

## 4.3 SOLID WASTE AND RESIDUE DISPOSAL

**A. General.** Contractor shall Accept all Solid Waste at the Approved Disposal Facility and shall Dispose of such material. Contractor shall operate the Approved Disposal Facility in accordance with Applicable Law and all standards of performance described in this Section and in Article 5.

**B. Capacity Guarantee**. Contractor guarantees sufficient capacity at the Approved Disposal Facility to receive all City Delivered Materials throughout the Term of the Agreement. Contractor shall annually provide evidence of the current and future capacity of the Approved Disposal Facility in accordance with Exhibit D.3.3.

**C. Disposal Specifications.** Contractors shall operate, manage, and maintain the Solid Waste fill areas, including the placement, burying, and compaction of Solid Waste in the refuse fill areas; stockpiling, placement, and compaction (if necessary) of daily cover, intermediate cover, and final cover; and, management of fill operations, including, but not limited to, fill sequencing, side slopes configuration, and working face location and configuration.

Contractor shall safely and lawfully Dispose of City Delivered Materials at the Approved Disposal Facility in lined cells meeting requirements of Subtitle D of the RCRA, if such cells are required in accordance with Applicable Law.

Contractor shall operate, maintain, and manage leachate and landfill gas management systems, groundwater monitoring and management systems, storm water drainage and control systems, treatment facilities, buildings, onsite roadways, utilities, and any other required Approved Disposal Facility elements.

**D. Closure and Post Closure.** Contractor shall safely operate, maintain, and manage the Approved Disposal Facility in compliance with Applicable Law not only during the Term, but also thereafter, until and during the Facility Closure and Post-Closure period(s) (including fulfillment of State funding requirements). Contractor's compliance obligations include compliance with the Closure/Post-

Closure requirements of California's Department of Resources Recycling and Recovery (CalRecycle) throughout the Term of this Agreement and through the required Federal, State, or local Post-Closure period. Contractor is solely responsible, operationally and financially, for: (i) the appropriate Closure and Post-Closure activities of the Facility; and, (ii) the establishment and funding of any reserve funds required by Applicable Law for the purposes of providing funds for the payment of costs of Closure of the Approved Disposal Facility (or any cell within the Approved Disposal Facility) or Post-Closure activities relating to the Approved Disposal Facility. Contractor shall not hold the City or the Collection Contractor responsible for paying any deficiencies in required reserves. In addition, Contractor shall not hold the City or the Collection Contractor responsible for making any payments if actual Closure and Post-Closure costs relating to the Approved Disposal Facility exceed the amounts reserved by Contractor for that purpose. This obligation survives expiration or termination of the Agreement.

## 4.4 CLIMATE AND DISASTER RESILIENCY

**A. Climate and Disaster Resiliency Planning.** No less than ninety (90) calendar days prior to the Commencement Date, the Parties shall meet to discuss development of a Climate and Disaster Response Plan to address the role of Contractor in the City's disaster debris management needs related to wartime, natural, physical, or other disaster in, or proximate to the City that results in the declaration of a State of Emergency by the City Manager or City Council. Such plan shall include any measures that may be necessary for Contractor to take over time to address climate change.

**B. Disaster Response Protocol.** The Parties shall develop and finalize a Disaster Response Protocol prior to the Commencement Date that identifies specific communication and logistical actions, and such other coordination between the Parties and internal to each Party, such that Contractor assistance can occur immediately following the City's declaration of an emergency, except as provided in Section 10.7. The Disaster Response Protocol shall become part of the Climate and Disaster Response Plan to be developed by the Parties, as provided in this Section. The Parties shall review the Disaster Response Protocol no less than annually and revise as warranted.

**C. Essential Service.** Contractor acknowledges that it provides an essential service, and that while Processing and Disposal services during or following a disaster may be affected by impacts to facilities, equipment, and/or public infrastructure, Contractor is obligated to take all measures necessary to provide such service in a timely and effective manner in compliance with this Agreement, except as provided in Section 10.7.

**D. Use of Contractor's Facility.** In the event of a State of Emergency declared by the City Manager or City Council, Contractor shall provide Disposal capacity for up to ten thousand (10,000) Tons of disaster debris from the City, at a cost not to exceed the then-current Per-Ton Rates for Disposal

**E. Contractor Reimbursement for Use of Additional Resources.** Should Contractor provide additional Disposal capacity during a declared State of Emergency beyond that normally required to perform services under this Agreement, Contractor shall submit to the City an invoice for the additional Tons delivered for Disposal. The City shall compensate Contractor for such Tons Disposed within two hundred and seventy (270) calendar days or upon receipt of State and/or Federal emergency agency reimbursement specific to the City's Disposal costs, whichever is sooner. Should any costs borne by Contractor be disputed by the City, Contractor and the City shall resolve such a dispute in accordance with Section 10.9. Contractor shall reasonably cooperate with City, State, and/or

Federal reporting and documentation requirements related to the City's receipt of State and/or Federal emergency agency reimbursement, including if the City is pursuing reimbursement after having paid Contractor.

## 4.5 MATERIAL MARKETING

Contractor shall market Diverted Materials in accordance with this Section.

**A. Market Arrangements.** Contractor shall continually monitor market conditions and engage in marketing activities to assure continuous material movement to the extent practicable and consistent with Applicable Laws and programs described in Subsection 4.5.C below.

**B. Commodities Marketed.** Contractor shall market recovered materials in the Commodity categories and grades listed in Section 4.2. If Contractor wants to modify the Commodity categories or grades during the Term of the Agreement, Contractor shall request approval from the City and such approval shall be obtained before changes are implemented.

**C. Highest and Best Use.** Contractor's marketing strategy shall promote the highest and best use of materials for waste reduction, prevention, reuse, refill, repair, recovery, and Recycling, as established by Applicable Laws and Extended Producer Responsibility Programs. Where practical, the marketing strategy should include use of local, regional, and domestic markets, in this preferential order, for Diverted materials.

**D. Responsible End Markets**. Contractor shall ensure City Delivered Materials are delivered to and Recycled, Composted, and/or Processed at Responsible End Markets and shall maintain all records necessary to demonstrate compliance with this Section and Applicable Law. Contractor shall provide records demonstrating compliance with this Section to the City in accordance with Exhibit D.

## 4.6 PUBLIC EDUCATION AND OUTREACH

**A. General.** Contractor acknowledges that they are part of a multi-party effort to operate and educate the public about the regional integrated waste management system. Contractor shall proactively and on an ongoing basis cooperate with, and coordinate with, the City Representative and the Collection Contractor on the design and expansion of the public education materials. Contractor shall have a supporting role in developing education materials used to educate the City's residents and businesses on reducing waste generation, properly using the City Solid Waste and Composting programs, Applicable Laws, and Extended Producer Responsibility Programs. Such role may include, but not be limited to, providing data and information relevant to conveying messages to the public about what happens to City Delivered Materials after Collection, providing statistics for the development of fact sheets, providing details on operations and sorting methods, and proactively informing the City and the Collection Contractor of City Delivered Materials that are unable to be effectively Recycled or Composted.

**B. Collaboration with the City.** From time to time during the Term of the Agreement, the City may request that Contractor provide suggestions for educating residents and businesses in the City Service Area to reduce the level of Contamination in City Delivered Materials. Contractor shall provide its suggestions in writing within fourteen (14) Working Days of the City's request and, upon request, shall attend meetings with the City to discuss education strategies and efforts.

**C. Tours.** Contractor shall coordinate with the City and work cooperatively to provide community services such as tours and education about Recycling and facility operations. Upon request, with seven (7) days' notice by the City, Contractor shall provide tours of the Approved Facility(ies). Contractor shall not charge the City for labor, overhead, overtime, or any other costs associated with any such tours.

# ARTICLE 5.
# STANDARD OF PERFORMANCE

## 5.1 GENERAL

Contractor shall, at all times, comply with Applicable Law and provide services in a manner that is safe to the public and Contractor's employees. Except to the extent that a higher performance standard is specified in this Agreement, Contractor shall perform services in accordance with Post-Collection Services management practices common to the San Francisco Bay Area.

## 5.2 OPERATION STANDARDS

### 5.2.1 Permits

**A. Securing Permits.** Contractor shall obtain and maintain, at Contractor's sole cost, all permits required under Applicable Law to perform Post-Collection Services. Contractor shall provide the City with proof of permits and shall demonstrate compliance with the terms and conditions of permits promptly upon the City's request. In its Annual Report or more frequently, as necessary, Contractor shall inform the City of any permit-related or regulatory concerns and Contractor's status of securing the issuance, revision, modification, extension, or renewal of permits necessary to address such concerns. Upon the City's direction, Contractor shall promptly provide the City with copies of permits and any applications or other correspondence that Contractor submits in connection with securing Permits.

**B. Complying with Permits.** Contractor shall, at all times, provide services in compliance with all Permits, including any mitigation measures related to the operation and maintenance of the Approved Facility(ies). Contractor is solely responsible for paying any fines or penalties imposed for noncompliance with, violation of, or failure to obtain permits.

### 5.2.2 Rejection of Exempt Waste

**A. Inspection.** Contractor shall use standard industry practices to detect and reject Exempt Waste in a uniform and non-discriminatory manner and shall not knowingly Accept Exempt Waste at the Approved Facility(ies). Contractor shall comply with the inspection procedure contained in its permit requirements and in accordance with its operations plan. Contractor shall promptly modify that procedure to reflect any changes in permits or Applicable Law.

Contractor shall develop a load inspection program that includes the following components: (i) personnel and training; (ii) load checking activities; (iii) management of Exempt Waste; and, (iv) recordkeeping and emergency procedures. Contractor's load checking personnel shall be trained in: (i) the effects of Hazardous Substances on human health and the environment; (ii) identification of prohibited materials; and, (iii) emergency notification and response procedures.

**B. Remedies for Rejected Materials.** If Contractor identifies Exempt Waste delivered to the Approved Facility(ies) by the Collection Contractor or other Person(s), Contractor may reject the Exempt Waste and require the Person(s) bringing such Exempt Waste to the Approved Facility(ies) to remove it. The cost of removal, proper handling, and Disposal shall be the responsibility of such Person(s) delivering Exempt Waste. Contractor shall also be entitled to pursue whatever remedies, if any, it may have against Person(s) bringing that Exempt Waste to the Approved Facility(ies).

Should Contractor inadvertently Accept Exempt Waste in a lawful manner, Contractor shall bear all responsibility for handling, Transporting, and Processing or Disposing of such material in accordance with Applicable Law, unless the Person(s) bringing the Exempt Waste can be identified, in which case the cost of removal, proper handling, and Processing or Disposal shall be chargeable to such identified Person(s). Contractor shall be solely responsible for making arrangements for the final Disposition of Accepted Exempt Waste and all costs thereof, except as provided above. In no event shall the City be responsible for making arrangements for the handling of Accepted Exempt Waste or the costs thereof.

**C. Notification.** If Contractor rejects Exempt Waste delivered by the Collection Contractor, Contractor shall immediately notify the City verbally and then follow verbal notifications with a written notice identifying the date and time of occurrence, material type, material weight or volume, characterization of material, Contractor's reason for rejection of the delivered material, photographs of the material, and the identification number or information of the vehicle that delivered the material.

**D. Quarantined Waste.** If approved by the City Representative, Contractor may Dispose of, rather than Process, specific types of Organic Materials that are subject to quarantine and meet the requirements described in 14 CCR Section 18984.13(d) for a period of time specified by the City Representative or until the City provides notice that the quarantine has been removed. In accordance with Exhibit D, Contractor shall maintain records and submit reports regarding compliance agreements for quarantined Organic Materials that are Disposed of pursuant to this Subsection.

### 5.2.3 Prohibited Container Contaminants Monitoring

Contractor shall actively work with the Collection Contractor throughout the Term of this Agreement to monitor the levels of Prohibited Container Contaminants in City Delivered Materials at the Approved Facility(ies). Contractor shall inform the Collection Contractor of specific days and/or loads that contain high levels of Prohibited Container Contaminants, the type of Prohibited Container Contaminants most frequently found in City Delivered Materials, and any other related information that may be useful for the Collection Contractor in identifying the types of Prohibited Container Contaminants, developing strategies to reduce contamination, and targeting information in the Collection Contractor's education and outreach efforts to Generators.

Contractor shall Accept all City Delivered Materials that contain Prohibited Container Contaminant levels equal to or less than the following: (i) for Commingled Organic Materials, three percent (3%); and (ii) for Commercial Food Scraps, twenty percent (20%). In the event that a vehicle load delivered by the Collection Contractor exceeds such Prohibited Container Contaminant thresholds, Contractor may reject the load in accordance with the load rejection procedures outlined in Subsection 5.2.2. Should Contractor's pre-Processing operations and equipment be unable to reduce contamination levels of Accepted Commercial Food Scraps to three percent (3%) on a consistent basis, the Parties shall promptly meet and confer to

discuss strategies for reducing contamination levels. Contractor shall be responsible for demonstrating actual contamination levels in a manner reasonably satisfactory to the City Representative. During the meet and confer period, Contractor shall continue to Accept all Commercial Food Scraps delivered by the Collection Contractor that meets the contamination thresholds as described in this Section. Contractor shall not implement any changes to the contamination monitoring procedures described in this Section without the prior written approval of the City Representative.

### 5.2.4 Days and Hours of Operation

**A.** **General**. Contractor shall operate the Approved Facility(ies) for the receipt of City Delivered Materials in accordance with the days and hours of operation set forth in its permits and as specified below.

1. **Approved Commingled Organic Materials Processing Facility (Altamont).** At a minimum, Contractor shall Accept Commingled Organic Materials at the Approved Commingled Organic Materials Processing Facility from Monday – Friday, 6 a.m. – 5 p.m., except for Saturdays and Holidays.
2. **Approved Commercial Food Scraps Processing Facility (Altamont).** At a minimum, Contractor shall Accept Commercial Food Scraps at the Approved Commercial Food Scraps Processing Facility from Monday – Friday, 6 a.m. – 5 p.m., except for Saturdays and Holidays.
3. **Approved Commercial Food Scraps Processing Facility (Davis Street).** At a minimum, Contractor shall Accept Commercial Food Scraps at the Approved Commercial Food Scraps Processing Facility on Saturdays from 6 a.m. – 6 p.m., except for Monday through Friday and Holidays.
4. **Approved Disposal Facility (Altamont).** At a minimum, Contractor shall Accept Solid Waste at the Approved Disposal Facility from Monday – Friday, 5:30 a.m. – 5:30 p.m., and Saturdays, 6 a.m. – 12 p.m., except for Holidays.

While Contractor may increase these hours, Contractor may not reduce the hours or total number of hours for Acceptance of City Delivered Materials without the concurrence of the City and the Collection Contractor, unless reductions are required by a change in a permit subsequent to the Effective Date. Additionally, Contractor shall ensure that the use of any/all Alternate Facilities abide by the days and hours of operation described for all City Delivered Materials, unless otherwise mutually agreed upon between the City and Contractor.

**B.** **Holiday Schedule.** Contractor, at its sole discretion, may choose not to provide Post-Collection Services on a Holiday. In such event, Contractor shall provide Post-Collection Services on the Working Day following the Holiday closure. If a Holiday falls on a Monday – Friday, Contractor shall provide Post-Collection Services for Commingled Organic Materials at the Approved Commingled Organics Processing Facility on the Saturday following the Holiday in accordance with the Saturday hours described in Section 5.2.4.4. Contractor shall not change its designation of Holidays or Holiday-related closures of Approved Facilities without prior written approval by the City. Contractor shall make any requested changes to a Holiday schedule no less than six (6) months in advance of the requested Holiday change.

### 5.2.5 Equipment and Supplies

Contractor shall equip and operate the Approved Facilities in a manner that fulfills Contractor's obligations under this Agreement. Contractor is solely responsible for the adequacy, safety, and suitability of the

Approved Facilities. Contractor shall modify, enhance, and/or improve the Approved Facilities as needed to fulfill Post-Collection Services under this Agreement. Contractor shall provide all rolling stock, stationary equipment, material storage containers, spare parts, maintenance supplies, Processing equipment, and other consumables as appropriate and necessary to operate the Approved Facilities and provide all Post-Collection Services required by this Agreement. Contractor shall place the equipment in the charge of competent operators. Contractor shall repair, maintain, and as necessary, replace all equipment at its own cost and expense.

### 5.2.6 Traffic Control and Direction

Contractor shall construct and maintain all roads required to Transport City Delivered Materials from the Approved Facility(ies) site entrance to the scale house and from the scale house to the actual point of unloading at the Processing or Disposal area of the Approved Facility(ies). Contractor shall provide a safe working environment at the Approved Facility(ies) for users, visitors, and employees and direct onsite traffic to appropriate unloading areas by providing necessary roadways, signs, and personnel. Contractor shall maintain all roadways and signs at the Approved Facility(ies) in a clean and usable condition for the convenience of vehicles using the Approved Facility(ies) and to facilitate safe and efficient traffic flow at the Approved Facility(ies).

### 5.2.7 Vehicle Turnaround Times

**A.** **General**. Contractor shall maintain a maximum vehicle turnaround time of forty (40) minutes or less for Collection Contractor delivery of City Delivered Materials to the Approved Disposal Facility, Approved Commingled Organic Materials Processing Facility, and Approved Commercial Food Scraps Processing Facility (i.e., when Commercial Food Scraps are delivered to Altamont) and thirty (30) minutes or less for Collection Contractor delivery of Commercial Food Scraps to the Approved Commercial Food Scraps Processing Facility (i.e., when Commercial Food Scraps are delivered to Davis Street), pursuant to Subsection 5.2.4. In the event that Contractor is unable to use the Approved Disposal Facility, the Approved Commingled Organic Materials Processing Facility, or the Approved Commercial Food Scraps Processing Facility(ies), and relies on any of the Alternate Facilities, Contractor shall ensure the maximum vehicle turnaround times do not exceed those set forth in this paragraph for City Delivered Materials. Turnaround time shall be measured from when the vehicle passes through an inbound scale to when it passes through an outbound scale; as measured through the Collection Contractor's onboard global positioning system (GPS) tracking. This excludes instances when the driver exits the vehicle or force majeure events. Failure to meet this guaranty for more than five (5) consecutive Working Days or more than ten (10) Working Days in any sixty day (60) period equates to default of Contractor's performance obligations under this Agreement. Contractor shall have a twenty-four (24) hour period to cure this breach before Liquidated Damages are assessed in accordance with this Section and Section 10.6.

**B.** **Guaranteed Collection Vehicle Turnaround Time.** Contractor shall operate the Approved Facility(ies) so that all Collection Contractor vehicles are processed, unloaded, and exited from the Approved Facility(ies) property in a timely manner such that the maximum turnaround time is no more than the time allocated above in Subsection 5.2.7.A.

**C.** **Supporting Documentation.** Upon the City's request, Contractor shall provide the City reports or access to electronic scale house system records and/or onsite camera recording that provide the City information to determine actual vehicle turnaround times. Contractor acknowledges that the City may conduct onsite surveys to verify compliance with the guaranteed vehicle turnaround times

for the Collection Contractor's vehicles. Contractor acknowledges that the City may also use GPS records from the Collection Contractor's vehicles and provided by the Collection Contractor to calculate actual vehicle turnaround times. At Contractor's option, Contractor may, at its own cost, implement and maintain a technology-based vehicle tracking system of recording inbound and outbound Collection Contractor vehicle times (such as a system that uses RFID vehicle tags and RFID readers). Such system shall not inconvenience the Collection Contractor or the City or delay the Collection Contractor's vehicles from arriving and departing the Approved Facility(ies).

**D.** **Complaint Resolution**. Contractor shall respond within five (5) Business Days to any written Complaint received from the City or the Collection Contractor related to vehicle turnaround times. Contractor shall work directly with the Collection Contractor to identify and resolve issues that are causing vehicle turnaround times to extend beyond the maximum vehicle turnaround time stated in Subsection 5.2.7.B. Contractor may provide evidence disputing any Complaint received by the Collection Contractor, provided that the evidence is in the form of camera recordings of the Collection Contractor's vehicle(s), scale house records, or other documented timestamps of the Collection Contractor's arrival and departure times from the Approved Facility(ies). Contractor's evidence shall be presented no later than ten (10) Business Days after receipt of the Collection Contractor or the City's written notice of a Complaint(s). The City shall review both Contractor's evidence and the Collection Contractor's evidence and provide written notice of the City's determination whether the Complaint was valid or invalid.

**E.** **Consequences for Failure to Meet the Guaranteed Vehicle Turnaround Times.** Should Contractor fail to meet the guaranteed maximum turnaround times for the Collection Contractor's vehicles described in this Section, Liquidated Damages may be assessed by the City in the amounts stated in Exhibit F, unless Contractor proves, to the reasonable satisfaction of the City, that a Complaint regarding a Collection Contractor vehicle turnaround time exceeding the guaranteed vehicle turnaround time was not valid, pursuant to Subsection 5.2.7.D above.

**F.** **Assessment of Liquidated Damages**. The City understands that a failure by Contractor to meet the maximum vehicle turnaround time incurs damages upon the Collection Contractor. Therefore, the City shall provide notice of its intent to assess Liquidated Damages to Contractor within sixty (60) Business Days of the City becoming aware of Contractor's failure to meet the maximum vehicle turnaround time. The assessment of Liquidated Damages shall be made in accordance with Section 10.6 and collected by the City on behalf of the Collection Contractor.

### 5.2.8 Scale Operation

**A.** **Maintenance and Operation.** Contractor shall maintain at least two (2) State-certified motor vehicle scales at the Approved Facility(ies) in accordance with Applicable Law. Contractor shall link all scales to a centralized computer recording and billing system that shall be compatible with Contractor's systems and account for tracking all incoming and outgoing materials. Contractor shall operate those scales during the Approved Facility(ies) receiving hours established in Subsection 5.2.4. Contractor shall provide the City with access to weighing information at all times and, upon request, with copies thereof on the next Working Day following the City's request.

**B.** **Tare Weights for Collection Contractor Vehicles.** Within thirty (30) calendar days prior to the Commencement Date, Contractor shall coordinate with the Collection Contractor to ensure that all single-body Collection vehicles used by the Collection Contractor to deliver City Delivered Materials to the Approved Facility(ies) are weighed to determine unloaded ("tare") weights. Collection

vehicles that are not single-body construction, such as trucks that Transport Roll-Off Boxes or Compactors or have detachable tractors, shall weigh in and weigh out. Contractor shall electronically record the tare weight, identify vehicle as Collection Contractor owned, and provide a distinct vehicle identification number for each vehicle. Upon request, Contractor shall provide the City with a report listing the vehicle tare weight information. Contractor shall promptly coordinate with the Collection Contractor to weigh any additional or replacement Collection vehicles prior to the Collection Contractor placing them into service. Contractor shall check tare weights at least annually, or within fourteen (14) calendar days of a City request, and shall coordinate with the Collection Contractor to re-tare vehicles immediately after any major maintenance service on a Collection vehicle.

**C. Substitute Scales.** If any scales are inoperable, being tested, or otherwise unavailable, Contractor shall use reasonable business efforts to weigh vehicles on the remaining operating scales. To the extent that all the scales are inoperable, being tested, or otherwise unavailable, Contractor shall, as soon as possible, substitute portable scales until the permanent scales are replaced or repaired. Contractor shall arrange for any inoperable scale to be repaired as soon as possible and, in any event, within seventy-two (72) hours (excluding Holidays) of the failure of the permanent scale. If repairs to the permanent scale are projected to take more than twelve (12) hours, Contractor shall immediately obtain a temporary substitute scale(s).

Contractor shall, as soon as possible, provide back-up generator(s) capable of supplying power to the scales in the event of a power outage.

**D. Estimates.** Pending substitution of portable scales, or during generator outages, Contractor shall estimate the Tonnage of City Delivered Materials delivered to the Approved Facility(ies) by utilizing the arithmetic average of each vehicle's recorded Tons of City Delivered Materials from its preceding three (3) deliveries, on the same calendar day of the week, to the Approved Facility(ies). During any period the scales are out of service, Contractor shall continue to record all information required by this Section for each delivery of City Delivered Materials to the Approved Facility(ies) and each Transported load of City Delivered Materials.

**E. Testing.** Contractor shall test and calibrate all scales in accordance with Applicable Law and at least every twelve (12) months. Upon the City's request, Contractor shall promptly provide the City with copies of test results. Upon City direction, Contractor shall further test and calibrate any or all scales within three (3) Working Days. If test results indicate that the scale or scales complied with Applicable Law, the City shall reimburse Contractor the direct costs of the tests. If the test results indicate that the scale or scales did not comply with Applicable Law, Contractor shall bear the costs thereof and Contractor shall, at its own cost, adjust and correct all weight measurements recorded and Per-Ton Rates calculated, charged, and paid, as the case may be, from the date of the City's direction, consistent with the results of that test.

**F. Weighing Standards and Procedures**. Contractor shall use the Approved Facility's(ies') entry scale(s) located at the scale house to weigh vehicles and charge Per-Ton Rates. Contractor scale house personnel shall be responsible for inspecting City Delivered Materials delivered to the Approved Facility(ies). Contractor shall charge the Per-Ton Rate approved by the City for each material type delivered by the Collection Contractor. The total Rate charged per load of City Delivered Material shall be based on the material type and the total Tonnage of City Delivered Materials in the Collection Contractor's vehicle. Contractor shall weigh and record inbound weights

of all Collection Contractor vehicles when the vehicles arrive at the Approved Facility(ies) and weigh and record outbound weights of vehicles for which Contractor does not maintain tare weight information. Contractor shall provide each driver a receipt showing the date, time in, time out, Facility name and address, ticket number, operator identification, customer number, vehicle identification, waste origination, total amount due, a description of weight codes where applicable, material types, gross weight, tare weight, net weight, and quantity of each material type of City Delivered Materials that the vehicle delivered to the Approved Facility(ies) and the Per-Ton Rate charged therefore.

**G. Records.** Contractor shall maintain scale records and reports that provide information, including date of receipt, inbound time, inbound weights of vehicles, vehicle identification number, jurisdiction of origin of materials received, type of material, hauler identification and/or classification, and all other information as required in accordance with Article 6 and Exhibit D.

**H. Upon-Request Reporting.** If vehicle receiving and unloading operations are recorded on video cameras at the Approved Facility(ies), Contractor shall make those videos available for the City's review during the Approved Facility's(ies') operating hours, upon the City's request, and shall provide the name of the driver of any particular load, if available. The City acknowledges that Contractor only maintains limited video storage capacity and that older video records are overwritten when storage capacity is reached.

### 5.2.9 Safety

Contractor shall perform all Post-Collection Services in a safe manner, in accordance with Applicable Law and the insurance requirements provided in Article 9.

### 5.2.10 Due Diligence

Contractor acknowledges that management of City Delivered Materials is a public health and safety concern. Contractor agrees that it will exercise due diligence in performing Post-Collection Services.

### 5.2.11 Right to Enter Facility(ies) and Observe Operations

The City and its designated representative(s) may enter, observe, and inspect the Approved Facility(ies) at any time during Approved Facility(ies) operations and meet with the Approved Facility(ies) manager(s) or their representatives upon at least seventy-two (72) hours' advance request, provided that the City and its representatives comply with Contractor's reasonable safety and security rules and do not interfere with the work of Contractor or its Subcontractors.

Contractor acknowledges the City, other governmental agencies, or Extended Producer Responsibility Programs may wish to perform generation and characterization studies periodically with respect to materials covered under this Agreement. Contractor agrees that, upon direction from the City, Contractor shall participate in and cooperate with the City and other such agencies to perform studies and data collection exercises, as needed, to determine weights, volumes and composition of materials generated, Disposed, Diverted, or otherwise Processed at the Approved Facility(ies), as applicable. If the City requires Contractor to participate in such a study, Contractor and the City shall mutually agree on the scope of services to be provided by Contractor and the amount of compensation, if any, that the City will pay to Contractor for such participation. In accordance with Sections 3.7 and 8.4, if any such studies are required under an Extended Producer Responsibility Program, Contractor's participation in such study shall not warrant an increase to Contractor's Compensation, except as otherwise provided in Section 8.4. In any

event, Contractor shall permit and in no way interfere with the Transport and handling of the subject materials by other Persons for such purposes.

## 5.3 VEHICLE & EQUIPMENT REQUIREMENTS

**A. General.** All Post-Collection operations shall be in compliance with Applicable Laws, including those related to Contractor's operational fleet.

**B. Maintenance and Operation.** Contractor shall have available sufficient back-up vehicles and equipment to respond to scheduled and unscheduled maintenance, service requests, and emergencies. Contractor shall utilize Recycled motor oil to the extent practicable (only when authorized by the engine manufacturer). Contractor shall not use or place the City's logo on its vehicles or anywhere at the Approved Facilities. Contractor shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of an accident, breakdown, or any other cause so as to maintain all vehicles and equipment in a safe and operable condition.

## 5.4 PERSONNEL

**A. General.** Contractor shall engage, train, and maintain qualified and competent employees, including managerial, supervisory, clerical, maintenance, and operating personnel, in numbers necessary and sufficient for operation of Approved Facility(ies) and to perform the Post-Collection Services required by this Agreement in a safe and efficient manner. Contractor shall designate at least one (1) qualified Contractor employee as the City's primary point of contact, who shall be principally responsible for facility operations and resolution of service requests and Complaints.

Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. Contractor shall not permit its employees to accept, demand, or solicit, directly or indirectly, any additional compensation or gratuity from the Collection Contractor or members of the public.

**B. Driver and Equipment Operator Qualifications.** All drivers must have in effect a valid driver's license, of the appropriate class, issued by the California Department of Motor Vehicles. Contractor shall use the Class II California Department of Motor Vehicles employer "Pull Notice Program" to monitor its drivers for safety. All equipment operators shall be appropriately licensed and/or credentialed, as required by law or Contractor's policies, for the type and size of equipment they will operate at all times.

**C. Safety Training.** Contractor shall provide suitable operational and safety training for all of its employees who operate vehicles or equipment. Contractor shall train its employees involved in load inspections to identify, and not to Accept, Exempt Waste. Upon the City Representative's request, Contractor shall provide a copy of its safety policy and safety training program, the name of its safety officer, and the frequency of its trainings.

**D. Key Personnel.** Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff assigned to perform the services required under this Agreement. Contractor shall notify the City of any changes in Contractor's key staff to be assigned to perform the services required under this Agreement.

Notwithstanding the City's approval of Contractor's personnel, Contractor shall not be relieved from any liability resulting from the work to be performed under this Agreement, nor shall Contractor be relieved from its obligation to ensure that its personnel maintain all requisite certifications, licenses, and the like, and Contractor shall at all times ensure that its personnel fully comply with Applicable Law.

**E. Wages and Benefits.** Wages and benefits applicable to employees performing work under the Agreement at the Approved Commercial Food Scraps Processing Facility (Davis Street) and Alternate Commercial Food Scraps Processing Facility shall not be less than those stated in the City of San Leandro's Municipal Code Chapter 1-6, Living Wage. Contractor shall maintain compliance with the City of San Leandro's Living Wage Ordinance, unless otherwise rescinded or repealed, throughout the Term of the Agreement.

## 5.5 CONTRACT MANAGEMENT

The City has designated the City Representative to be responsible for the monitoring and administration of this Agreement. Contractor shall designate an employee to serve as Contractor's Contract Manager(s) to be responsible for working closely with the City Contractor Manager in the monitoring and administration of this Agreement. Contractor shall provide the City with a direct phone and email address for Contractor's Contract Manager and such Contract Manager, or a temporary designee during vacations, shall be available to the City Representative during all business hours as defined in Subsection 5.2.4.

Contractor's Contract Manager shall meet and confer with the City Representative to resolve differences of interpretation and implement and execute the requirements of this Agreement in an efficient, effective manner that is consistent with the stated objectives of this Agreement.

From time to time, the City Representative may designate other agents of the City to work with Contractor on specific matters. In such cases, those individuals should be considered designates of the City Representative for those matters to which they have been engaged. Such designates shall be afforded all of the rights and access granted thereto. In the event of a dispute between the City Representative's designate and Contractor, the City Representative's determination shall be conclusive, subject to the provisions of this Section and Contractor's rights and remedies under this Agreement and Applicable Law.

In the event of dispute between the City Representative and Contractor regarding the interpretation of or the performance of services under this Agreement, the City Representative's determination shall be conclusive, except where such determination results in a Material Impact to Contractor's revenue and/or cost of operations. For the purposes of this Section, "Material Impact" is an amount equal to or greater than fifty thousand dollars ($50,000) per year. In the event of a dispute between the City Representative and Contractor that results in a Material Impact to Contractor, the provisions of Section 10.9 shall apply.

The City Representative or their designate shall have the right to observe and review Contractor operations and enter the Approved Facilities for the purposes of such observation and review, including review of Contractor's relevant records, during reasonable hours with reasonable notice. In no event shall Contractor prevent access to such Approved Facilities for a period of more than three (3) calendar days after receiving such a request.

Contractor shall maintain an after-hours telephone number allowing twenty-four (24) hour per day access to Contractor's Contract Manager or designate by the City Representative in the event of an emergency

involving Contractor's equipment or services including, but not necessarily limited to, fires, blocked access, or property damage.

# ARTICLE 6.
# RECORDKEEPING AND REPORTING

## 6.1 RECORDKEEPING

Contractor shall maintain accounting, statistical, operational, and other records related to its performance, as shall be necessary to provide reporting under this Agreement and Applicable Law and to demonstrate compliance with this Agreement. Unless otherwise required in this Article, Contractor shall retain all records and data required to be maintained by this Agreement for the Term of this Agreement plus three (3) years after its expiration or earlier termination. Records and data shall be in chronological order, an organized form, and readily and easily interpreted. Any such records shall be retrieved and made available to the City Representative within ten (10) Working Days of a request by the City Representative. Contractor shall maintain adequate record security to preserve records from events that can be reasonably anticipated, such as a fire, theft, and earthquake. Electronically maintained data and records shall be protected and backed up. To the extent that Contractor utilizes its computer systems to comply with recordkeeping and reporting requirements under this Agreement, Contractor shall, on a monthly basis, save all system-generated reports supporting those recordkeeping and reporting requirements in a static format in order to provide an audit trail for all data required. The City shall have the right to inspect all documents upon which the representations contained in monthly and annual reports are based.

The City views its ability to defend itself against the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and related litigation as a matter of great importance. For this reason, the City highly regards its ability to prove where City Delivered Materials are taken for Transfer, Processing, or Disposal. Therefore, Contractor shall maintain records that can establish where City Delivered Materials were Transferred, Processed, or Disposed. Additionally, the City finds it essential to accurately determine the origin of materials received at Approved Facilities to ensure the appropriate attribution and allocation of City Delivered Materials to the City and track the final placement of Diverted Commodities at Responsible End Markets. Contractor shall maintain all necessary records and supporting documentation to accurately allocate the Tons of City Delivered Materials Diverted or Disposed and prove City Delivered Materials are Recycled or Composted at Responsible End Markets. Contractor shall make such records related to the Person delivering the material, the origin of the material reported by that Person, and any other information required to reconcile Contractor's reports available to the City Representative, without any requirement for a confidentiality agreement or claim of proprietary/trade secret protection. This provision shall survive the expiration or earlier termination of this Agreement. Contractor shall maintain these records for a minimum of ten (10) years beyond expiration or earlier termination of the Agreement. Contractor shall provide these records to the City (upon request or at the end of the record retention period) in an organized and indexed manner rather than destroying or Disposing of them.

## 6.2 REPORT SUBMITTAL REQUIREMENTS

Contractor shall submit monthly reports no later than fifteen (15) calendar days after the end of each month. Contractor shall submit annual reports no later than forty-five (45) calendar days after the end of each calendar year. Monthly and annual reports shall, at a minimum, include all data and information as

described in Exhibit D. Additionally, upon request by the City, Contractor shall provide any data, described in Exhibit D, required to respond to requests by local, regional, or State agencies within five (5) Business Days, unless such request for current data is made within the period from the first (1st) Day to the tenth (10th) Day of any month, in which case Contractor shall provide the requested data within seven (7) Business Days.

Contractor may propose report formats that are responsive to the objectives and audiences for each report. The format of each report shall be approved by the City Representative, in their sole discretion. The City Representative may, from time to time during the Term, review and request changes to Contractor's report formats and content and Contractor shall not unreasonably deny such requests. Contractor shall submit all reports to the City Representative via email using software acceptable to the City.

The City reserves the right to require Contractor to provide additional reports or documents, or provide earlier submittal of scheduled reports (e.g., to meet State reporting timelines for SB 1383), as the City Representative reasonably determines to be required for the administration of this Agreement or compliance with Applicable Law.

## 6.3 LATE AND INCORRECT REPORTS

If Contractor does not submit the required report on the due date, Contractor shall pay to the City Liquidated Damages in accordance with this Section and Exhibit F. The City may adjust the Liquidated Damage amount annually thereafter by the Annual Percentage Change of the CPI-U, as described in Section 8.3. If the City provides notice to Contractor of a late Annual or Monthly Report thirty (30) calendar days after the report due date, Contractor shall submit the report to the City within fourteen (14) calendar days of the notice date. If the report is received on or before the fourteenth (14th) calendar day, Liquidated Damages shall be limited to the amount due for the initial thirty (30) calendar days. If the report is not received within the fourteen- (14-) calendar day period, the City may assess additional Liquidated Damages for each calendar day the report is late after the fourteen- (14-) calendar day period following the notice. In such case, the number of days for which Liquidated Damages may be assessed shall equal the sum of the initial thirty (30) calendar days the report is late and the additional days the report is late following the fourteen- (14-) calendar day period after the City's Notice. Liquidated Damages shall be assessed in accordance with Section 10.6.

If the City identifies an error in a report or omission of required information, Contractor shall be given five (5) Working Days to correct the report from the date of the City's initial notice. If Contractor fails to correct the report on or before the fifth (5th) Working Day, the City may assess Liquidated Damages per Working Day for each day beyond the cure period, until such time Contractor submits a corrected report, as determined by the City. Assessment and payment of the Liquidated Damages described in this paragraph shall be performed in accordance with Section 10.6 and Exhibit F.

If Contractor identifies an error in a report it submitted to the City, Contractor shall notify the City of the error and submit a corrected report within fifteen (15) calendar days of the notice to the City. The City agrees to waive Liquidated Damages in the event Contractor self-identifies an error and submits the corrected report within fifteen (15) calendar days of Contractor's notice to the City. If Contractor is late in submitting the corrected report, the City may assess Liquidated Damages for the late report as outlined herein.

# ARTICLE 7.
# CITY REIMBURSEMENTS

## 7.1 CITY RIGHT TO ESTABLISH FEES

The City retains the right to establish fees on Processing and/or Disposal activities and adjust such fees during the Term of this Agreement. Such fees shall be established and adjusted as part of the Governmental Component of the then-applicable Per-Ton Rate as provided in Article 8.

## 7.2 OTHER REIMBURSEMENTS

The City shall reserve the right to set "other" reimbursements, as it deems necessary. The amount, time, method of payment, and adjustment process shall be set in a manner similar to that for other reimbursements described in this Article.

## 7.3 ADJUSTMENT TO REIMBURSEMENTS

The City may set other reimbursements or adjust the reimbursements established in this Article from time to time during the Term of this Agreement and such other reimbursements and adjustments shall be considered an allowable cost of business not subject to profit mark-up and included in the adjustment of Rates, as described in Article 8.

## 7.4 PAYMENT SCHEDULE AND LATE FEES

Within twenty-five (25) calendar days of the end of each calendar quarter during the Term of this Agreement, Contractor shall remit to the City all reimbursements as described in this Article. Such reimbursements shall be remitted to the City and sent or delivered to the City Representative. If such remittance is not paid to the City on or before the twenty-fifth ($25^{th}$) calendar day following the end of a calendar quarter, all reimbursements due shall be subject to a delinquency penalty of two percent (2%), or maximum permitted by law, which attaches on the first ($1^{st}$) day of delinquency. The delinquency penalty shall be increased an additional two percent (2%), or maximum permitted by law, for each additional month the payment remains delinquent.

Each quarterly remittance to the City shall be accompanied by a statement listing the amount of each reimbursement paid and the calculation of each reimbursement. The City Representative may, at any time during the Term, request a detailed calculation of Gross Receipts for each billing period. Contractor shall maintain all supporting documents and calculations for each payment made to the City, as required by Section 6.1.

The City Representative may, at any time during the Term, perform an audit of Contractor's billings and payment of reimbursements. Contractor shall cooperate with the City Representative in any such audit. Should the City or its agent perform this review and identify errors in payment of reimbursements valued at one percent (1%) or more for the period reviewed, Contractor shall, in addition to compensating the City for lost reimbursements, reimburse the City's actual cost of the review.

# ARTICLE 8.
# CONTRACTOR'S COMPENSATION AND RATE SETTING

## 8.1 GENERAL

Contractor's Compensation for performance of all its obligations under this Agreement shall be Per-Ton Rates, paid to Contractor by the Collection Contractor in exchange for services provided. Contractor's Compensation, provided for in this Article, shall be the full, entire, and complete compensation due to Contractor pursuant to this Agreement for all labor, equipment, materials and supplies, Transfer, Processing, and Disposal fees, City Reimbursements, taxes, insurance, bonds, overhead, operations, profit, and all other things necessary to perform all the services required by this Agreement, in the manner and at the times prescribed and in accordance with Applicable Law. Nothing herein shall obligate the City to provide any compensation directly to Contractor. Contractor agrees its initial Rates (Exhibit E) are in compliance with Applicable Law and associated implementing regulations, including, but not limited to, AB 1201, SB 54, and SB 343, as they may be further promulgated, amended, or replaced from time to time. Any future adjustments to Contractor's Compensation due to a Change in Law shall be made in accordance with Subsection 8.4.E.

If Contractor's actual costs, including fees due to the City, are more than the Per-Ton Rates, Contractor shall not be compensated for the difference in actual costs and actual Per-Ton Rates. If Contractor's actual costs are less than the actual Per-Ton Rates, Contractor shall retain the difference provided that Contractor has paid City Reimbursements pursuant to Article 7.

Under this Agreement, Contractor shall have the right and obligation to charge and collect from the Collection Contractor Per-Ton Rates approved by the City for provision of services under this Agreement. Contractor's proposed costs and operating assumptions for Rate Period One are presented in Exhibit E.

## 8.2 REMITTANCES TO CONTRACTOR

Each month, within five (5) Business Days after the last day of the preceding month, Contractor shall provide an invoice to the Collection Contractor detailing the total Tons delivered to the Approved Facilities from the City Service Area by the Collection Contractor, and the resulting monies owed to Contractor, based on the material type and the then-current Per-Ton Rates. Contractor shall be responsible for collecting payment for Post-Collection Services directly from the Collection Contractor. Contractor shall cooperate with the Collection Contractor as needed to calculate and/or reconcile remittance amounts.

In the event that there is a dispute by the Collection Contractor over the amount of an invoice, Contractor shall work diligently with the Collection Contractor to expeditiously resolve the dispute in accordance with Section 10.11. In the event the dispute between Contractor and the Collection Contractor is escalated to the City pursuant to Section 10.11, the City Representative, in their sole discretion, may make a determination and such determination shall be final for any dispute involving payment of one hundred thousand dollars ($100,000) or less.

Contractor shall deliver to the Collection Contractor, with a copy to the City, a notice of late payment for a given monthly invoice thirty-five (35) calendar days after the date of generation of the invoice. Contractor's invoices shall be deemed delinquent if the Collection Contractor has not paid within sixty (60) calendar days of the date of the notice of late payment. Thereafter, Contractor may suspend

Acceptance of City Delivered Materials from the Collection Contractor until the delinquent invoice(s) are paid in full, excluding disputed amounts. The delinquent invoice shall bear interest on the unpaid balance at a rate not to exceed one and one-third percent (1 1/3%) per month. Contractor shall maintain copies of all billings and receipts, each in chronological order, for the Term of this Agreement, for inspection and verification by the City Representative at any reasonable time, but in no case more than thirty (30) calendar days after receiving a request to do so.

## 8.3 PER-TON RATES

**A. General.** The City shall be responsible for approving Per-Ton Rates as described in this Article. Each Per-Ton Rate shall have two (2) components:

1. Contractor component ("Contractor Component"), which reflects Contractor's Compensation for the services provided under this Agreement; and
2. The governmental component ("Governmental Component") which reflects Government Fees assessed for materials handled at the Approved Facilities or Alternate Facilities.

The sum of the "Contractor Component" and the "Governmental Component" shall equal the total Per-Ton Rate.

**B. Rates for Rate Period One.** Per-Ton Rates for Rate Period One, which are presented in Exhibit E, were determined by Contractor and the City and were approved along with the Agreement. The Rates for Rate Period One shall be effective from July 1, 2025 through June 30, 2026.

**C. Definitions.** For the purposes of this Section, the following terms shall be defined as follows:

1. **"Adjustment Date**" means the date at which an annual adjustment takes effect.
2. **"Annual Percentage Change"** means the annual percentage change in any of the indices defined below and calculated as described in the following paragraph.

   The Annual Percentage Change for a cost index shall be calculated as the Average Index Value for the most recently available twelve (12) month period of the then-current Rate Period minus the Average Index Value for the corresponding twelve (12) month period of the most recently completed Rate Period, the result of which shall be divided by the Average Index Value for the same twelve (12) month period of the most recently completed Rate Period. The Annual Percentage Change shall be rounded to the nearest thousandth (1,000th).

   For example, if Contractor is preparing its Rate application in January of 2026 for Rates to be effective for Rate Period Two, the Annual Percentage Change in CPI shall be calculated as follows: [(Average CPI for January 2025 through December 2025) – (Average CPI for January 2024 through December 2024)] / (Average CPI for January 2024 through December 2024)].

3. **"Average Index Value"** means the sum of the monthly index values during the most recently available twelve (12) month period divided by twelve (12) (in the case of indices published monthly) or the sum of the bi-monthly index values divided by six (6) (in the case of indices published bi-monthly).

4. "**CPI-U**" means the Consumer Price Index, All items in San Francisco-Oakland-Hayward, CA, all urban consumers, not seasonally adjusted (Series ID #CUURS49BSA0) compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics.

**D. Per-Ton Rate Application.** On February 1, prior to the commencement of the Rate Period for which Per-Ton Rates are to be determined (coming Rate Period), Contractor shall submit to the City Representative an application requesting the adjustment of Per-Ton Rates for the coming Rate Period via mail with an email copy in Microsoft Excel format that includes all supporting schedules, formulas, and calculations. For example, on February 1, 2026, Contractor shall submit its application for the adjustment of Per-Ton Rates to be effective July 1, 2026, (i.e., Rate Period Two).

Such Application shall include the Rate adjustment calculation in accordance with this Section and a copy of the Per-Ton Rate schedule currently in effect.

The City shall evaluate Contractor's application for mathematical accuracy and consistency with the requirements of the Agreement and shall have the ability to require changes to the application prior to approval on the basis of the application's mathematical inaccuracy or failure to comply with the procedures defined in the Agreement. Upon the City's agreement that the calculations are consistent with the requirements of this Agreement and are mathematically accurate, the Per-Ton Rate adjustment (if any) shall be presented to the City Representative and subject to the City Representative's final approval, which shall not be unreasonably withheld or delayed.

**E. Changes to Government Fees.** In the event of changes to or new Government Fees that are effective at a time that does not coincide with the annual Rate adjustment, Contractor may notify the City of the expected increase to any of the Government Fees relating to the Approved Facilities. Contractor may request such an adjustment if such Government Fees were not in effect on the Effective Date, or, if in effect on the Effective Date, are increased. Contractor shall notify the City in writing thirty (30) calendar days after receiving notice of any increase in the Governmental Component due to any such changes in or imposition of Government Fees. The City may review Contractor's calculation of the adjusted Governmental Component and resulting adjustment of the Per-Ton Rate for a period of up to thirty (30) calendar days. During this period, the City may request, and Contractor shall provide, supporting documentation which justifies the increase. Should the Parties be in dispute over the adjusted fees at the end of the thirty- (30-) calendar day period, no adjustment shall be made and the dispute shall be subject to Section 10.9 of this Agreement. Upon resolution of the dispute, and assuming both Parties agree on the adjustment of the Government Fee and the resulting adjustment of the Per-Ton Rate, Contractor shall be entitled to the adjusted Per-Ton Rate payments retroactively to the effective date of the imposed Government Fee.

### 8.3.1 Organic Materials Processing Rates

**A. Initial Rates.** The initial Commingled Organic Materials Processing Rate effective on the Commencement Date, which is presented in Exhibit E, shall be $80.00 per Ton of Commingled Organic Materials delivered to the Approved Commingled Organic Materials Processing Facility. The initial Contractor Component of the Commingled Organic Materials Processing Rate is $80.00 per Ton. The initial Governmental Component of the Commingled Organic Materials Processing Rate is $0.00 per Ton.

The initial Commercial Food Scraps Processing Rate effective on the Commencement Date, which is presented in Exhibit E, shall be $120.00 per Ton of Commercial Food Scraps delivered to the

Approved Commercial Food Scraps Processing Facility (i.e., Commercial Food Scraps delivered to Altamont). The initial Contractor Component of the Commercial Food Scraps Processing Rate is $120.00 per Ton. The initial Governmental Component of the Commercial Food Scraps Processing Rate is $0.00 per Ton.

The initial Commercial Food Scraps Processing Rate effective on the Commencement Date, which is presented in Exhibit E, shall be $160.00 per Ton of Commercial Food Scraps delivered to the Approved Commercial Food Scraps Processing Facility (i.e., Commercial Food Scraps delivered to Davis Street) pursuant to Subsection 5.2.4. The initial Contractor Component of the Food Scraps Processing Rate is $157.88 per Ton. The initial Governmental Component of the Commercial Food Scraps Processing Rate is $2.12 per Ton.

| Fee Title | Fee Amount | Fee Basis | Governing Body |
|---|---|---|---|
| LEA Inspection | $0.38 | Ton | Alameda County |
| Mitigation/Franchise Fee | $1.74 | Ton | City of San Leandro |
| **Total** | **$2.12** | | |

**B. Adjustments.** The Per-Ton Rate for each type of Organic Materials (Commingled Organic Materials and Commercial Food Scraps) for all Rate Periods following Rate Period One shall be adjusted annually, commencing with the first adjustment that shall be effective on July 1, 2026. The Per-Ton Rate adjustment shall be performed in accordance with this Section:

P = ((A-C) x (1+B)) + D

A = The Organic Materials Processing Rate in effect immediately prior to the Adjustment Date.

B = The Annual Percentage Change in the CPI-U.

C = The Governmental Component in effect immediately following the prior Adjustment Date.

D = The Governmental Component in effect immediately following the Adjustment Date.

P = The adjusted Organic Materials Processing Rate for the new Rate Period.

### 8.3.2 Solid Waste Disposal Rates

**A. Initial Rates.** The initial Disposal Rate effective on the Commencement Date, which is presented in Exhibit E, shall be $49.12 per Ton of Solid Waste delivered to the Approved Disposal Facility. The initial Contractor Component of the Disposal Rate is $29.00 per Ton. The initial Governmental Component of the Disposal Rate is $20.12 per Ton.

Governmental fees for Disposal for Rate Period One are applicable to each Ton of Solid Waste delivered for Disposal and are as follows:

| Fee Title | Fee Amount | Fee Basis | Governing Body |
|---|---|---|---|
| AB 939 | $1.40 | Ton | State of CA |
| Water Board Fee | $0.05 | Ton | State of CA |
| LEA Inspection | $0.38 | Ton | Alameda County |
| Facility Fee | $4.34 | Ton | Alameda County |
| HHW | $2.15 | Ton | Alameda County |
| Transport Planning | $0.02 | Tons | Alameda County |
| Planning Fee | $0.14 | Tons | Alameda County |
| Measure D | $8.23 | Ton | Alameda County |
| Open Space and Recy. (CUP) | $2.46 | Ton | Alameda County |
| Business Tax | $0.95 | Ton | City of Livermore |
| **Total** | **$20.12** | | |

**B. Adjustments.** The Per-Ton Rate for Solid Waste delivered to the Approved Disposal Facility for all Rate Periods following Rate Period One shall be adjusted annually, commencing with the first adjustment that shall be effective on July 1, 2026, and, except as otherwise provided herein, the annual adjustment shall have a ceiling of six percent (6%) and a floor of one percent (1%), with rollover and rollunder permitted if the annual adjustment exceeds the six percent (6%) or falls below the one percent (1%). Beginning in Rate Period Two, the City and Contractor have agreed Contractor will be entitled to an additional ten percent (10%) aggregate "catch-up" adjustment that shall be up to three and one half percent (3.5%) on top of the annual adjustment calculation, provided that the annual adjustment plus the "catch-up" adjustment shall not exceed seven percent (7%) in any single Rate Period, and the remaining "catch-up" shall roll over to the next Rate Period until the ten percent (10%) "catch up" has been reached.

The Per-Ton Rate adjustment shall be performed in accordance with this Section:

$$P = ((A-C) \times (1+B)) + D$$

A = The Disposal Rate in effect immediately prior to the Adjustment Date.

B = The Annual Percentage Change in the CPI-U.

C = The Governmental Component in effect immediately following the prior Adjustment Date.

D = The Governmental Component in effect immediately following the Adjustment Date.

P = The adjusted Disposal Rate for the new Rate Period.

## 8.4 EXTRAORDINARY RATE ADJUSTMENTS

**A. General.** It is understood that Contractor accepts the risk of changes in cost for providing Post-Collection services and/or quantities and composition of City Delivered Materials to the Approved Facilities, and therefore the extraordinary adjustments to the Per-Ton Rates shall be limited to a Change in Law or a City-directed change in scope. If a Change in Law (pursuant to Subsection 8.4.E) or City-directed change in scope (pursuant to Section 3.5) occurs, the City or Contractor may initiate an extraordinary adjustment to the Per-Ton Rates, in addition to the annual adjustment described

in Section 8.3, to compensate Contractor for any demonstrable change in direct costs or revenue resulting from such Change in Law or a City-directed change in scope.

**B. Extraordinary Rate Adjustment Application.** Contractor shall prepare an application for the extraordinary Rate adjustment. Such submittal shall provide all information reasonably requested by the City Representative specific to the nature of the request being made. Contractor shall pay all reasonable costs incurred by the City, including the costs of outside accountants, attorneys, and/or consultants, in order to make a determination of the reasonableness of the requested Rate adjustment. The application shall clearly document the reason for the proposed adjustment, include calculation of the proposed Rate adjustments, and provide supporting documentation.

In the event of such an application for extraordinary Rate increase, it is understood that Contractor shall have the burden of demonstrating, to the reasonable satisfaction of the City Representative, that a City-directed change in scope or a Change in Law has occurred and that it has resulted in a change to Contractor's direct costs or revenues. Contractor shall have to demonstrate such resulting change in direct costs or revenue by providing calculations and supporting documentation to the City Representative for review. The extraordinary Rate adjustment shall fully reimburse Contractor for: (i) incremental increased costs (based on a 80% operating ratio formula specific to this identified cost) from the change in scope or Change in Law over the Term of the Agreement; and, (ii) reduced revenues (based on 80% operating ratio formula specific to this identified loss in revenue) from the change in scope or Change in Law over the Term of the Agreement. Any extraordinary Rate adjustment shall be reduced by amounts of reimbursement Contractor received from other sources specifically for such change in scope or Change in Law. For purposes of clarity, the operating ratio formula/mechanism referenced above solely pertain to the directly impacted costs and revenue loss at issue, and not on the overall financial performance of the Agreement.

The City Representative shall have the right to request any other information that they, in their reasonable judgment, determine is necessary to establish the reasonableness or accuracy of Contractor's request for an extraordinary Rate increase. Contractor's failure to provide any such documentation that may be required to prove the accuracy of their calculations within thirty (30) calendar days may result in either the denial of or a delay in the approval of the request for an extraordinary Rate increase.

The City shall have a ninety (90) Business Day review period following receipt of Contractor's application for the requested extraordinary Rate adjustment. During this period, the City may request, and Contractor shall provide, supporting documentation that justifies the increase. Should the Parties be in dispute over the adjusted Rate at the end of the ninety (90) Business Day period, no adjustment shall be made and the dispute shall be subject to Section 10.9 of this Agreement. Upon resolution of the dispute, and assuming both Parties agree on the adjustment of the Rate, Contractor shall be entitled to the adjusted Rate retroactively to the effective date of the increased Allowable Costs.

**C. Allowable Costs.** If the extraordinary Rate adjustment review warrants an increase in the applicable Rate(s), and such adjustment is sought due to increased costs, the adjustment shall cover only Allowable Costs (defined below) and such Allowable Costs shall be in the proportion of the total volume that Contractor reasonably projects that the City will deliver to the Approved Facility for the Term of this Agreement, compared with all other users of the Approved Facility.

"Allowable Costs" shall include: incremental operating, maintenance, monitoring, reporting, and capital costs, including, but not limited to, the costs of making improvements (including, but not limited to, future Landfill cells) or modifications at the Approved Facility necessary to perform under this Agreement, but only to the extent brought about by a Change in Law, pursuant to Subsection 8.4.E, or a City-directed change in scope, pursuant to Section 3.5 , that are not otherwise fully recovered by Contractor under another Rate adjustment mechanism of this Agreement. Contractor shall notify the City in writing sixty (60) calendar days in advance of any request for increase in the Per-Ton Rate pursuant to this Section.

**D. Change in Scope.** As part of Contractor's written proposal under Subsection 3.5.B of this Agreement, Contractor shall furnish the City with projected operational and cost data for the change in scope to support any requested extraordinary Rate adjustment. If Contractor receives funding for Contractor's implementation of its obligations under the requested change in scope from a third-party entity, including, but not limited to, a Stewardship Organization, Contractor shall not be entitled to an extraordinary Rate adjustment under this Section. If such third-party entity does not fully cover the cost and reduced revenue for Contractor's implementation of its obligations under the requested change in scope, then Contractor may petition for an extraordinary Rate adjustment pursuant to this Section for any unrecovered costs and reduced revenue.

Contractor specifically acknowledges that SB 54 is intended to provide cost relief and/or new revenue to local governments and their ratepayers, but the specific nature and mechanics of such compensation remains to be defined in final regulations. The City may initiate a change in scope pursuant to this Section and Section 3.5 in order to maximize the value of such ratepayer relief, once it is defined in final regulations. Contractor shall cooperate with the City in implementing the compensation mechanics and procedures specified under the final regulations. Such cooperation may include, but is not limited to, providing additional data, calculations, or records, meeting with the City and/or the applicable Stewardship Organization(s), and supporting administrative activities that the City Representative deems reasonably necessary to implement the regulations.

**E. Change in Law.** The provisions of this Section shall only include Changes in Law after the Effective Date for which Contractor substantiates the cost and/or revenue impact of the Change in Law in accordance with the requirements of this Section.

The Parties acknowledge that, as of the date of this Agreement, the State has passed SB 54, where further regulatory requirements may be established. Contractor's compliance with such regulations shall not warrant any increase to Contractor's Compensation, except as otherwise provided under Subsections 1.2.N and 8.4.D and Section 3.7. Contractor agrees to minimize the impact of the costs related to such rules and regulations prior to the final rules and regulations being promulgated to ensure the greatest flexibility for compliance.

# ARTICLE 9.
# INDEMNITY, INSURANCE, AND PERFORMANCE BOND

## 9.1 INDEMNIFICATION

**A. General.** Contractor shall indemnify, defend with counsel reasonably acceptable to the City, and hold harmless (to the full extent permitted by law) the City and its officers, elected and appointed officials, employees, volunteers, and agents from and against any and all claims, liability, loss, injuries, damages, expenses, and costs (including, without limitation, costs and fees of litigation, including reasonable attorneys' and expert witness fees and costs) of every nature arising out of or in connection with Contractor's performance under this Agreement, or its failure to comply with any of its obligations contained in this Agreement, except to the extent such loss or damage was caused by the negligence or willful misconduct of the City. The provisions of this Section shall survive the expiration or termination of this Agreement and shall not be construed as a waiver of the City's legal or equitable rights as defined herein and permitted under Applicable Law.

**B. Exempt Waste Indemnification.** Contractor acknowledges that it is responsible for compliance during the entire Term of this Agreement with all Applicable Laws. Contractor shall not store, Transport, use, or Dispose of any Exempt Waste, except in strict compliance with all Applicable Laws.

Contractor shall indemnify, defend with counsel acceptable to the City, protect, and hold harmless the City and its officers, employees, volunteers, and agents (collectively, "Indemnitees") from and against all claims, damages (including, but not limited to, special, consequential, natural resources, and punitive damages), injuries, costs, (including, without limitation, any and all response, remediation, and removal costs), losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses (including, without limitation, attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) (collectively, "Damages"), of any kind whatsoever paid, incurred, suffered by, or asserted against, Indemnitees arising from or attributable to the acts or omissions of Contractor, whether or not negligent or otherwise culpable, in connection with or related to the performance of this Agreement, including, without limitation, damages arising from or attributable to any operations, repair, clean up or detoxification, or other plan (regardless of whether undertaken due to governmental action) concerning any Exempt Waste handled under this Agreement, except to the extent such Damage was caused by the negligence or willful misconduct of the City. The foregoing indemnity is intended to operate as an agreement pursuant to §107(e) of CERCLA, 42 USC. §9607(e) and California Health and Safety Code §25364 to defend, protect, hold harmless, and indemnify the City from liability.

This provision is in addition to all other provisions in this Agreement and shall survive the expiration or earlier termination of this Agreement. Nothing in this paragraph shall prevent the City from seeking indemnification or contribution from Persons or entities other than Indemnitees, for any liabilities incurred by the City or the Indemnitees.

In the event that Contractor negligently or willfully mishandles Exempt Waste in the course of carrying out its activities under this Agreement, Contractor shall, at its sole expense, promptly take all investigatory and/or remedial action reasonably required for the remediation of such

environmental contamination. Prior to undertaking any investigatory or remedial action, however, Contractor shall first obtain the City's approval of any proposed investigatory or remedial action. Should Contractor fail at any time to promptly take such action, the City may undertake such action at Contractor's sole cost and expense, and Contractor shall reimburse the City for all such expenses within thirty (30) calendar days of being billed for those expenses. Any amount not paid within that thirty (30) calendar day period shall thereafter be deemed delinquent and subject to the delinquent fee payment provision of Section 7.4. These obligations are in addition to any defense and indemnity obligations that Contractor may have under this Agreement. The provisions of this Section shall survive the termination or expiration of this Agreement.

**C. Regulatory Indemnification.** Contractor's duty to defend and indemnify herein includes all fines and/or penalties imposed by any regulatory agency, if the requirements of Applicable Law, including but not limited to, AB 939 (1989), SB 341 (2011), AB 1826 (2014), SB 1383 (2016), SB 343 (2021), SB 54 (2022), AB 1201 (2022), and the Advanced Clean Fleet Rule, are not met by the City with respect to the services provided under this Agreement, and such failure is: (i) due to the failure of Contractor to meet its obligations under this Agreement; or, (ii) due to Contractor delays in providing information that prevents Contractor or the City from submitting reports to regulators in a timely manner.

Notwithstanding any other provision in this Agreement, Contractor's obligations in this Subsection, with respect to such Applicable Law, shall be subject to the provisions of Section 40059.1 of the Public Resources Code, and Contractor shall not be liable for any indemnity obligations or penalties under this Agreement in respect of any such requirements, except to the extent that indemnity obligations by Contractor are enforceable under said Section.

**D. CalPERS Eligibility Indemnification.** Contractor's employees, agents, or Subcontractors providing services under this Agreement shall not: (i) qualify for any compensation and benefit under the California Public Employees Retirement System ("CalPERS"); (ii) be entitled to any benefits under CalPERS; (iii) enroll in CalPERS as an employee of the City; (iv) receive any employer contributions paid by the City for CalPERS benefits; or, (v) be entitled to any other CalPERS-related benefit that would accrue to a City employee. Contractor's employees, agents, or Subcontractors hereby waive any claims to benefits or compensation described in this Section. This Section applies to Contractor notwithstanding any other agency, State or Federal policy, rule, regulation, law, or ordinance to the contrary.

If Contractor's employees, agents, or Subcontractors providing services under this Agreement claim, or are determined by a court of competent jurisdiction or CalPERS, to be eligible for enrollment in CalPERS of the City, Contractor shall indemnify, defend, and hold harmless the City for the payment of any employer and employee contributions for CalPERS benefits on behalf of the employee, as well as for payment of any penalties and interest on such contributions that would otherwise be the responsibility of the City.

Contractor's Compensation under this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and Subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers, employees, agents, and Subcontractors are entitled to any salary or wages, retirement, health, leave, or other fringe benefits applicable to City employees. The City will not make any Federal or

State tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor.

Contractor agrees to defend and indemnify the City for any obligation, claim, suit, or demand for taxes or retirement contribution, including any contribution to CalPERS, social security, salary or wages, overtime, or workers' compensation payment that the City may be required to make on behalf of: (i) Contractor; (ii) any employee of Contractor; or, (iii) any employee of Contractor construed to be an employee of the City for work performed under this Agreement.

**E. Hazardous Substance Indemnification.** Contractor shall indemnify, defend with counsel acceptable to the City, protect, and hold harmless the City and its officers, employees, volunteers, and agents (collectively, "Indemnitees") from and against all claims, damages (including, but not limited to, special, consequential, natural resources, and punitive damages), injuries, costs, (including, without limitation, any and all response, remediation, and removal costs), losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses (including, without limitation, attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred, suffered by, or asserted against Indemnitees arising from or attributable to the acts or omissions of Contractor, whether or not negligent or otherwise culpable, in connection with or related to the performance of this Agreement, including, without limitation, damages arising from or attributable to any operations, repair, clean up or detoxification, or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Substance or Hazardous Waste managed under this Agreement. This indemnity afforded to Indemnitees shall be limited to exclude coverage for intentional wrongful acts, negligence, or breach of Indemnitees or the Collection Contractor, and as provided below. Contractor shall be required to indemnify the City for the costs for any claims arising from the Disposal of Solid Waste at the Disposal site, including, but not limited to, claims arising under CERCLA. The foregoing indemnity is intended to operate as an agreement pursuant to §107(e) of CERCLA, 42 USC. §9607(e) and California Health and Safety Code §25364 to defend, protect, hold harmless, and indemnify the City from liability.

This provision is in addition to all other provisions in this Agreement and shall survive the expiration or earlier termination of this Agreement.

**F. Measure D.** Contractor shall indemnify, defend, and hold harmless the City and its officers, employees, agents, and volunteers, from and against any revenues withheld by the Alameda County Source Reduction and Recycling Board in the event the Source Reduction and Recycling goals or any other requirement of Section 64 of the Alameda County Charter (commonly known as Measure D) are not met by Contractor, with respect to the Recycling and Source Reduction programs under this Agreement, and such failure is due to the failure of Contractor to meet its obligations under this Agreement or due to Contractor delays in providing information that prevents Contractor or the City from submitting reports required by Measure D in a timely manner.

**G. Exempt Waste Defense and Indemnification**. Except to the extent Liabilities are caused by the negligence or willful misconduct of the City or the Collection Contractor, Contractor shall defend, indemnify, and hold harmless, at its sole cost and expense with counsel reasonably acceptable to the City, the City (including the Persons described in the definition of "City" in Exhibit A) in any Actions that assert or allege Liabilities paid, incurred, suffered by, imposed upon, or asserted against

the City that result or are claimed to have resulted directly or indirectly from the presence, Disposal, escape, migration, leakage, spillage, discharge, release, or emission of Exempt Waste or petroleum to, in, on, at, or under the Landfill, whether:

1. in one (1) or more instance.
2. threatened or transpired.
3. Contractor is negligent or otherwise culpable.
4. those Liabilities are litigated, settled, or reduced to judgment.

For purposes of this Indemnity, "Liabilities" includes Liabilities arising from or attributable to any operations, repair, clean up or detoxification, or preparation and implementation of any removal, remedial, response, Closure, Post-Closure, or other plan, regardless of whether undertaken due to government directive or action, such as remediation of surface or ground water contamination and replacement or restoration of natural resources.

The City reserves the right to retain, at its own cost and expense, cocounsel and Contractor shall direct Contractor's counsel to assist and cooperate with such cocounsel with respect to the City's defense.

The foregoing indemnity is intended to operate as an agreement pursuant to 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364 to insure, protect, hold harmless, and indemnify the Authority from liability in accordance with this Section.

## 9.2 INSURANCE

**A. General Requirements.** Contractor shall, at its sole cost and expense, secure and maintain in effect, at all times during the Term of this Agreement, insurance against claims for injuries to Persons or damages to property, which may arise from or in connection with Contractor's performance of work or services under this Agreement. Contractor's performance of work or services shall include performance by Contractor's employees, agents, representatives, and Subcontractors, as permitted in accordance with Section 3.3 and Subsection 9.2.G. Contractor's insurance shall not be less than the following coverage and limits of insurance described in this Section.

**B. Required Insurance Coverages and Minimum Limits of Insurance.** During the Term of this Agreement, Contractor shall, at all times, maintain, at its expense, the following coverages and limits. The Commercial General Liability insurance shall include broad form property damage insurance.

1. Insurance coverage shall include limits not less than the following. The limits of liability for Commercial General Liability and Business Automobile Liability may be provided through a combination of primary and excess or umbrella liability policies. Excess policies shall be follow-form to the underlying policies and include the required parties as additional insured.

   **Commercial General Liability** – Commercial General Liability coverage at least as broad as Insurance Services Office, Inc. (ISO) form CG 00 01 (or equivalent), in an amount not less than $10,000,000 per occurrence, $10,000,000 general aggregate, and $10,000,000 products and completed operations aggregate. The policy shall contain a per project or per location general aggregate endorsement. Contractor's policy(s) shall be primary and shall not seek

contribution from the City. The policy(s) shall be endorsed using ISO form CG 20 10 (or equivalent) for ongoing operations and ISO form CG 20 37 (or equivalent) for completed operations to provide that the City and its officers, agents, employees, and volunteers shall be included as additional insureds under such policy(s). The policy(s) shall not contain an insured versus insured exclusion endorsement or any endorsements modifying contractual liability and defense costs shall be paid in addition to the limits. The policy shall allow or be endorsed to include a waiver of subrogation in favor of the City.

**Business Automobile Liability** – Business automobile liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 20 (or equivalent) with a limit of no less than $10,000,000 per accident. The Automobile liability shall be endorsed to contain MCA 90 coverage. The policy shall allow or be endorsed to include a waiver of subrogation in favor of the City and its officers, agents, employees, and volunteers. The policy shall provide that the City and its officers, agents, employees, and volunteers is/are included or named as additional insureds.

**Workers' Compensation** – **Statutory Limits/Employers' Liability** – Statutory Workers' Compensation Liability coverage and Employer's Liability coverage for 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 each accident, $1,000,000 by disease-policy limit, and $1,000,000 by disease-each employee. In the alternative, Contractor may rely on a self-insurance program to meet those 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 Labor Code shall be solely in the discretion of the City. The insurer, if insurance is provided, or Contractor, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and agents for loss arising from work performed under this Agreement.

**Hazardous Waste and Environmental Impairment Liability** – Hazardous Waste and Environmental Impairment Liability coverage or Pollution Liability coverage shall be provided for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $10,000,000 per claim. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of Solid Waste from the Generators' Premises to the final Disposal location, including non-owned Disposal sites. The policy shall be endorsed to include the City and its officers, employees, and volunteers as additional insureds via blanket form endorsement.

2. The City and its officers, agents, employees, and volunteers shall be included as additional insureds on all but the Workers' Compensation endorsements as respects: Liability arising out of activities performed by, or on behalf of, Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; and automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City and its officers, agents, employees, and volunteers. The Automobile liability is endorsed to contain MCA 90 coverage.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of Pollution Legal liability coverage, shall be payable on a "per occurrence" basis, unless the

City Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that Contractor changes insurance carriers, Contractor shall purchase "tail" coverage or otherwise provide for continuous coverage covering the Term of this Agreement and not less than three (3) years thereafter. Proof of such "tail" or other continuous coverage shall be required at any time that Contractor changes to a new carrier prior to receipt of any payments due.

4. The deductibles or self-insured retentions are for the account of Contractor and shall be the sole responsibility of Contractor.

5. Each required insurance policy shall provide or be endorsed to state that coverage shall not be cancelled, suspended, voided, or reduced in limits, except after thirty (30) calendar days' prior written notice has been given to the City Representative, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium. If a carrier will not provide the required notices, Contractor shall provide written notice to the City Representative no later than ten (10) Business Days before any policy is cancelled, suspended, voided, or reduced in limits.

6. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City Risk Manager.

7. The policies shall cover all activities of Contractor and its officers, employees, agents, and volunteers arising out of or in connection with this Agreement.

8. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9. For any claims relating to this Agreement, Contractor's insurance coverage shall be primary and non-contributory, including as respects the City and its officers, agents, employees, and volunteers. Any insurance maintained by the City shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

10. Contractor shall waive all rights of subrogation against the City and its officers, agents, employees, and volunteers.

11. Any failure to comply with reporting provisions of the policies shall not affect Contractor's obligations to the City and its officers, employees, agents, and volunteers or the Collection Contractor.

**C. Endorsements and Verification of Coverage.** Prior to the Effective Date pursuant to this Agreement, Contractor shall furnish the City Representative with certificates or original endorsements reflecting coverage required by this Agreement. Each required endorsement shall be attached to the certificates of insurance. The certificates or endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. All certificates or endorsements are to be declared to, and approved by, the City Risk Manager before work commences. Insurance is to be placed with insurers acceptable to the City Risk Manager.

Proof of insurance shall be mailed to the following address, or any subsequent address as may be directed in writing by the City Risk Manager and/or the City Representative:

CITY OF DUBLIN
Attn: Risk Management

100 Civic Plaza
Dublin, CA 94568

**D. Renewals.** During the Term of this Agreement, Contractor shall furnish the City Risk Manager with new certificates or original endorsements reflecting renewals, changes in insurance companies, and any other documents reflecting the maintenance of the required coverage throughout the entire Term of this Agreement. The certificates or endorsements are to be signed by a Person authorized by that insurer to bind coverage on its behalf. Proof of insurance shall be mailed to the same address listed in Subsection 9.2.C above, or any subsequent address as may be directed in writing by the City Risk Manager and/or the City Representative.

**E. Workers' Compensation.** Contractor shall provide Workers' Compensation coverage as required by State law and shall comply with Section 3700 of the State Labor Code.

**F. Contractor Compliance**. Contractor shall comply with all requirements of policies and the insurers. Carrying insurance shall not relieve Contractor from any obligations under this Agreement. Nothing in this Agreement may be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to Persons or property resulting from Contractor's or any Subcontractors' performance of services.

**G. Subcontractor Insurance Requirements.** Subject to the City's approval of Contractor's use of any Subcontractor(s) in accordance with Section 3.3, Contractor shall include all Subcontractor(s) as insureds under its policies or shall obtain separate certificates and endorsements for each Subcontractor. All coverages for any approved Subcontractor(s) shall be subject to all of the requirements stated herein and name the City as an additional insured. The City Representative may waive or excuse these insurance requirements in its sole discretion. Contractor shall require that all Subcontractor(s) comply with all material terms of this Agreement.

**H. Modification of Insurance Requirements.** The insurance requirements provided in this Agreement may be modified or waived by the City Risk Manager, in writing, upon the request of Contractor if the City Risk Manager determines such modification or waiver is in the best interest of the City considering all relevant factors, including exposure to the City

**I. Rights of Subrogation.** All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against the City, with the express intention of the Parties being that the required insurance coverage protects both Parties as the primary coverage for any and all losses covered by the above-described insurance. Contractor shall ensure that any companies issuing insurance to cover the requirements contained in this Agreement agree that they shall have no recourse against the City for payment or assessments in any form on any policy of insurance. The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit," as it appears in any policy of insurance in which the City is named as an additional insured, shall not apply to the City.

## 9.3 PERFORMANCE BOND

Within seven (7) calendar days of the City's notification to Contractor that the City has executed this Agreement, Contractor shall file with the City a bond, payable to the City and in a format approved by the City, securing Contractor's performance of its obligations under this Agreement. Such bond shall be renewed annually, if necessary, so that the performance bond is maintained at all times during the Term.

The principal sum of the bond shall be four hundred seventy five thousand dollars ($475,000). The bond shall be adjusted every three (3) years, commencing with Rate Period Three, to equal three (3) months of the prior Rate Period's annual Gross Receipts. The bond shall be executed as surety by a corporation authorized to issue surety bonds in the State of California that has a rating of A or better in the most recent edition of Best's Key Rating Guide, and that has a record of service and financial condition satisfactory to the City.

In lieu of a performance bond, the City and Contractor may agree that Contractor shall provide for the issuance of an irrevocable stand by letter of credit (the "Letter of Credit") by a bank approved by the City in its sole discretion (the "Bank") for the benefit of the City for at least the duration of the Contract Year for which the Letter of Credit is deposited. Such Letter of Credit shall be in the amount of two million dollars ($2,000,000). Nothing in this Section shall in any way obligate the City to accept a Letter of Credit in lieu of the performance bond.

The expiration date of the Letter of Credit must be sooner than the Term of this Agreement provided in Section 2.1, unless it provides that it will not be terminated, modified, or not renewed, except after prior written notice by certified mail, return receipt requested, to the City sixty (60) calendar days in advance of termination or failure to renew. The Letter of Credit may expire on the date on which the Bank receives a certificate from the City saying that: (i) the Term has expired; (ii) this Agreement has been terminated and Contractor owes the City no money under this Agreement; or, (iii) Contractor has substituted an alternative letter of credit or other security document acceptable to the City in the City's sole discretion. The form of the Letter of Credit, including the procedures for and place of demand for payment and drawing certificate attached thereto, is subject to approval of the City in its sole discretion, following the notice procedures defined in Section 12.12 below. The Letter of Credit must be transferable to any successor or assignee of the City.

The City shall have the right to draw against the faithful performance bond or the Letter of Credit in the event of an uncured default pursuant to Section 10.2. Within five (5) calendar days of receipt of notice from the City of such default, Contractor shall renew or replace such sums of money as needed to bring the faithful performance bond or Letter of Credit current.

## 9.4 CORPORATE GUARANTY

Concurrently with execution of this Agreement, Contractor shall furnish a Guaranty of its performance under this Agreement, in the form attached hereto as Exhibit H and incorporated herein by reference, properly executed by USA Waste of California, Inc.

# ARTICLE 10.
# DEFAULT AND REMEDIES

## 10.1 EVENTS OF DEFAULT

All provisions of the Agreement are considered material. Each of the following shall constitute an event of default, except where such performance failure is excused by a Force Majeure Event in accordance with Section 10.7.

**A. Fraud or Deceit.** Contractor, its Affiliates, any Subcontractor, or any other Person employed by or with an ownership interest in Contractor, its Affiliates, or any Subcontractor practices, or attempts to practice, any fraud or deceit upon the City.

**B. Insolvency or Bankruptcy.** Contractor becomes insolvent, unable, or unwilling to pay its debts, or upon entry of an order for relief in favor of Contractor in a bankruptcy proceeding.

**C. Failure to Maintain Coverage.** Contractor fails to provide or maintain in full force and effect the workers' compensation, liability, or any other insurance coverage as required by this Agreement.

**D. Violations of Regulation.** Contractor receives any notices, citations, orders, or filings of any regulatory body having authority over Contractor relative to this Agreement, provided that Contractor may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach or default of this Agreement shall be deemed to have occurred.

**E. Violations of Applicable Law.** Contractor has been found by a court of proper jurisdiction to be in violation of Applicable Law (other than criminal law) directly or indirectly related to the performance of this Agreement, provided that Contractor may contest any such allegation or finding by appropriate proceedings conducted in good faith, in which case no breach or default of this Agreement shall be deemed to have occurred.

**F. Failure to Perform Direct Services.**

1. General. Contractor fails to Accept City Delivered Materials at the Approved Facility(ies) or ceases to provide Post-Collection Services as required under this Agreement for a period of two (2) consecutive calendar days or more, for any reason within the control of Contractor.
2. Suspension or Termination of Service. There is any termination or suspension of the transaction of business by Contractor related to this Agreement lasting more than two (2) calendar days.
3. Labor Unrest. Except as otherwise provided in Section 10.7, Contractor fails to perform services as required under this Agreement for any period of time due to labor unrest, including but not limited to strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by Contractor's employees or directed at Contractor or an Affiliate; or any labor action initiated by Contractor, including, but not limited to, a lock-out.
4. Facility Disruption**.** Contractor is unable to use any of the Approved or Alternate Facilities under this Agreement for more than thirty (30) Days in a consecutive twelve (12) month period.

**G. Failure to Use Approved Facilities.** Contractor fails to deliver City Delivered Materials to the appropriate Approved or Alternate Processing or Disposal Facility for each material type.

**H. Failure to Pay or Report.** Contractor fails to make any payments to the City required under this Agreement, including payment of City Reimbursements or Liquidated Damages, or Contractor fails to pay Approved Facility operators as provided under this Agreement and/or refuses to provide the City with required information, reports, and/or records in a timely manner as provided for in the Agreement.

**I. Acts or Omissions.** Any other act or omission by Contractor that violates the terms, conditions, or requirements of this Agreement or Applicable Law and that is not corrected or remedied within the time set in the written notice of the violation. However, if Contractor cannot reasonably correct or remedy the breach or violation within the time set forth in such notice, Contractor shall not be in default if it promptly commences to correct or remedy such violation and diligently effects such correction or remedy within a reasonable period of time thereafter.

**J. False, Misleading, or Inaccurate Statements.** Any representation or disclosure made to the City by Contractor in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement; and, any Contractor-provided report containing a misstatement, misrepresentation, data manipulation, or an omission of fact or content explicitly defined by the Agreement, excepting non-numerical typographical and grammatical errors.

**K. Seizure or Attachment.** There is a seizure of, attachment of, or levy on some or all of Contractor's operating equipment, including, without limitation, its equipment, maintenance or office facilities, or Approved Facility(ies) owned/operated by Contractor, by Affiliates, and/or by Subcontractors, or any part thereof.

**L. Criminal Activity.** Contractor, its officers, or managers are found guilty of Criminal Activity related directly or indirectly to performance of this Agreement or any other agreement held with the City; or employees found guilty of Criminal Activity related directly or indirectly to performance of this Agreement or any other agreement held with the City and are who not terminated or reassigned as a result of such activity.

**M. Assignment without Approval.** Contractor transfers or assigns this Agreement without the express written approval of the City, unless the assignment is permitted without City approval pursuant to Section 12.9.

**N. Failure to Perform Any Obligation.** Contractor fails to perform any obligation established under this Agreement.

The City shall provide Contractor written notice of default within seven (7) calendar days of the City's first knowledge of Contractor's default.

## 10.2 RIGHT TO TERMINATE UPON UNCURED DEFAULT

Contractor shall be given five (5) Business Days from written notification by the City to cure any default which, in the City Manager's sole, but reasonable, opinion, creates a potential public health or safety threat; provided, however, if Contractor cannot reasonably correct or remedy the default within the time set forth in a notice of violation, it shall be given additional time to cure, as reasonably determined by the City Manager, provided that Contractor commences to correct or remedy such violation within the time set forth in such notice and diligently effects such correction or remedy thereafter.

Contractor shall be given five (5) Business Days from written notification by the City to cure any default arising under Subsections A, B, C, L, and M in Section 10.1; provided, however, if Contractor cannot reasonably correct or remedy the default within the time set forth in a notice of violation, it shall be given additional time to cure, as reasonably determined by the City Representative, provided that Contractor

commences to correct or remedy such violation within the time set forth in such notice and diligently effects such correction or remedy thereafter. Contractor shall be given five (5) Business Days from written notification by the City to cure any default arising under Subsections F.1 and F.2 in Section 10.1.

Contractor shall be given thirty (30) calendar days from written notification by the City to cure any other default (that is not required to be cured within five (5) Business Days); provided, however, if Contractor cannot reasonably correct or remedy the default within the time set forth in a notice of violation, it shall be given additional time, as reasonably determined by the City Representative, to cure, provided that Contractor commences to correct or remedy such violation within the time set forth in such notice and diligently effects such correction or remedy thereafter

## 10.3 CITY'S REMEDIES IN THE EVENT OF DEFAULT

Upon Contractor's default, the City has the following remedies:

**A. Waiver of Default.** The City may waive any event of default or Contractor's requirement to cure a default event if the City determines that such waiver would be in the best interest of the City. The City's waiver of an event of default is not a waiver of future events of default that may have the same or similar conditions.

**B. Suspension of Contractor's Obligation.** The City may suspend Contractor's performance of its obligations if Contractor fails to cure default in the time frame specified in Section 10.2 until such time Contractor can provide assurance of performance in accordance with Section 10.8.

**C. Liquidated Damages.** The City may assess Liquidated Damages for Contractor's failure to meet specific performance standards pursuant to Section 10.6 and Exhibit F.

**D. Termination.** In the event that Contractor should default, and the default is not cured pursuant to Section 10.2, then the City may, at its option, terminate this Agreement. In the event the City decides to terminate this Agreement, the City shall serve upon Contractor twenty (20) calendar days' written notice of its intention to terminate. In the event the City exercises its right to terminate this Agreement, the City may, at its option, upon such termination, either directly undertake performance of the services or arrange with other Persons to perform the services with or without a written agreement. This right of termination is in addition to any other rights of the City upon a failure of Contractor to perform its obligations under this Agreement.

Contractor shall not be entitled to any further revenues from Processing or Disposal operations authorized hereunder from and after the date of termination.

**E. Other Available Remedies.** The City's election of one (1) or more remedies described herein shall not limit the City from any and all other remedies at law and in equity, including injunctive relief, etc.

## 10.4 POSSESSION OF RECORDS UPON TERMINATION

In the event of termination for an event of default, Contractor shall, subject to Applicable Law, including laws governing data security and privacy, furnish the City Manager with immediate access to all of its records related to the Post-Collection Services provided under this Agreement.

## 10.5 CITY'S REMEDIES CUMULATIVE; SPECIFIC PERFORMANCE

The City's rights to terminate the Agreement under Section 10.2 and to take possession of Contractor's records under Section 10.4 are not exclusive, and the City's termination of the Agreement and/or the imposition of Liquidated Damages shall not constitute an election of remedies. Instead, these rights shall be in addition to any and all other legal and equitable rights and remedies which the City may have.

By virtue of the nature of this Agreement; the urgency of timely, continuous, and high-quality service; the lead time required to effect alternative service; and, the rights granted by the City to Contractor, the remedy of damages for a breach hereof by Contractor is inadequate and the City shall be entitled to injunctive relief (including, but not limited to, specific performance).

## 10.6 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

**A. General.** The Parties find that, as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages incurred by the City as a result of a breach by Contractor of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity, which are incapable of measurement in precise monetary terms; (iii) exclusive services might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and, (iv) the termination of this Agreement for such breaches and other remedies are, at best, a means of future correction and not remedies that make the public whole for past breaches.

**B. Service Performance Standards; Liquidated Damages for Failure to Meet Standards.** The Parties further acknowledge that consistent and reliable Processing and Disposal services are of utmost importance to the City and that the City has considered and relied on Contractor's representations as to its quality-of-service commitment in awarding the Agreement to Contractor. The Parties recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The Parties further recognize that, if Contractor fails to achieve the performance standards or fails to submit required documents in a timely manner, the City and its residents and businesses will suffer damages, and that it is, and will be, impractical and extremely difficult to ascertain and determine the exact amount of damages that City will suffer. Therefore, without prejudice to the City's right to treat such non-performance as an event of default under this Section, the Parties agree that the Liquidated Damages amounts established in Exhibit F of this Agreement represent a reasonable estimate of the amount of such damages, considering all of the circumstances existing on the Effective Date of this Agreement, including the relationship of the sums to the range of harm to the City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical.

Contractor agrees to pay (as Liquidated Damages and not as a penalty) the amounts set forth in Exhibit F: Performance Standards and Liquidated Damages.

Before assessing Liquidated Damages, the City shall give Contractor notice of its intention to do so. Such notice must be within one hundred and twenty (120) days from when the City reasonably became aware of the underlying event. The notice will include a brief description of the incident(s) and non-performance. Each Party may review (and make copies at its own expense) all information in the possession of the other Party relating to incident(s) and/or non-performance. Either Party may, within thirty (30) Business Days after the City issues the notice, request a meeting with the other Party. Each Party may present evidence of non-performance in writing and through testimony of its employees and others relevant to the incident(s) and alleged non-performance. The City Manager shall provide Contractor with a written explanation of their determination on each incident(s) and non-performance prior to authorizing the assessment of Liquidated Damages under this Section. Within ten (10) Business Days of receipt of such notice of intention to assess Liquidated Damages, or within forty (40) Business Days if the intended assessment results in a Material Impact, as defined in Section 5.5, no Liquidated Damages may be imposed on Contractor until Contractor has been given a reasonable opportunity to respond to allegations and meet and confer with the City Manager. The City Manager's decision shall be final, subject to Contractor's ability to pursue judicial relief in accordance with Section 10.9.

**C. Amount.** The City may assess Liquidated Damages for each Working Day or event, as appropriate, that Contractor is determined to be liable in accordance with this Agreement in the amounts specified in Exhibit F. Liquidated Damages shall be subject to annual adjustment on each July 1 equal to the Annual Percentage Change in the CPI-U, as defined in Section 8.3.

**D. Timing of Payment.** Contractor shall pay any Liquidated Damages recoverable under this Agreement and assessed by the City within ten (10) Business Days of the date the Liquidated Damages are assessed. If they are not paid within the ten (10) Business Day period, the City may proceed against the performance bond required by the Agreement, order the termination of the rights or granted by this Agreement, or all of the above.

## 10.7 EXCUSE FROM PERFORMANCE

**A. General.** Notwithstanding any other provision in this Agreement, each Party shall be excused from performing its respective obligations hereunder and from any obligation to pay Liquidated Damages if it is prevented from so performing by reason of floods, earthquakes, other acts of nature, war, civil insurrection, riots, acts of any local, State, or Federal government (including judicial action), and other similar catastrophic events that are beyond the control of and not the fault of the Party claiming excuse from performance hereunder (each a "Force Majeure Event").

**B. Third Party Labor Unrest.** In the case of labor unrest or job action directed at a third party over whom Contractor has no control and the inability of Contractor to provide services in accordance with this Agreement due to the unwillingness or failure of the third party to: (i) provide reasonable assurance of the safety of Contractor's employees while providing such services; or, (ii) make reasonable accommodations with respect to point of delivery, time of Acceptance, or other operating circumstances to minimize any confrontation with pickets or the number of Persons necessary to perform Transfer, Transport, Processing, or Disposal services, to that limited extent, excuse performance. The foregoing excuse shall be conditioned on Contractor's cooperation in performing Transfer, Transport, Processing, and/or Disposal services at different times and in different locations (as provided in Section 4.1). If the Collection Contractor is unable to use any of the Approved or Alternate Facilities under this Agreement for more than thirty (30) Days in a

consecutive twelve (12) month period for any reason, including, but not limited to, third-party labor unrest, such circumstance shall be considered an event of default in accordance with Subsection 10.1.F.

**C. Contractor Labor Unrest.** In the event of labor unrest, including, but not limited to, strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by Contractor's employees or directed at Contractor or Affiliate, Contractor shall be excused from performance (though such event shall not be considered a Force Majeure event) for the first seven (7) days of such labor unrest. Such labor unrest beyond seven (7) days shall not be excused from performance and such event shall not be considered a Force Majeure event under this Section. Contractor may direct City Delivered Materials to an Alternate Facility, if available, as provided in Section 4.1. In such case, Contractor shall continue to provide reasonably consistent, reliable, and uninterrupted levels of performance during the pendency thereof. Any labor action initiated by Contractor, including, but not limited to, a lock-out, to the extent it lasts beyond seven (7) days, shall not be grounds for any excuse from performance and Contractor shall thereafter perform all obligations under this Agreement during the pendency of such Contractor-initiated labor action. In the event that any labor unrest related to Contractor's operations or Approved Facility(ies) causes those Approved Facilities to be partially or completely inaccessible by the Collection Contractor and thereby creates increased costs for the City and/or the Collection Contractor related to delivery to Alternate Facilities, Contractor shall be liable for any and all such costs. In the event of such increased costs, the City shall make a determination of the allowable costs under the Collection Agreement, as well as any direct or indirect costs incurred by the City during the pendency of such disruption. Contractor shall pay to the City or, at the City's direction, the Collection Contractor the amount of such increased costs, as determined by the City within thirty (30) calendar days of receiving the City's determination.

**D. Notice.** The Party claiming excuse from performance shall, within two (2) calendar days after such Party has notice of such cause, or such additional time as is approved by the City Representative, give the other Party notice of the facts constituting such cause and asserting its claim to excuse under this Section. If either Party validly exercises its rights under this Section, the Parties hereby waive any claim against each other for any damages sustained thereby.

**E. Default and Termination.** The partial or complete interruption or discontinuance of Contractor's services caused by one (1) or more Force Majeure Events, or for the first seven (7) days of such Contractor labor unrest under Subsection 10.7.C above, shall not constitute a default by Contractor under this Agreement, except as otherwise specified in Subsection 10.1.F.4. Notwithstanding the foregoing, however, if Contractor is excused from performing its obligations hereunder for any of the causes listed in this Section for a period of thirty (30) calendar days or more, the City shall nevertheless have the right, in its sole discretion, to terminate this Agreement for convenience by giving ten (10) Business Days' notice to Contractor, provided that Contractor does not fully resume performance of its obligations hereunder within such ten (10) Business Days, in which case the provisions of Section 10.4 shall apply.

## 10.8 RIGHT TO DEMAND ASSURANCES OF PERFORMANCE

The Parties acknowledge that it is of the utmost importance to the City and the health and safety of all those members of the public residing or doing business within the City who will be adversely affected by

interrupted waste management service that there be no material interruption in services provided under this Agreement.

If Contractor: (i) is the subject of any labor unrest lasting beyond seven (7) days, including work stoppage or slowdown, sick-out, picketing, or other concerted job action; (ii) appears in the reasonable judgment of the City to be unable to regularly pay its bills as they become due; or, (iii) is the subject of a civil or criminal judgment or order entered by a Federal, State, regional, or local agency for violation of an Applicable Law, and the City believes in good faith that Contractor's ability to perform under the Agreement has thereby been placed in substantial jeopardy, the City may, at its sole option and in addition to all other remedies it may have, demand from Contractor reasonable assurances of timely and proper performance of this Agreement, in such form and substance as the City believes in good faith is reasonably necessary in the circumstances to evidence continued ability to perform under the Agreement. If Contractor fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by the date required by the City, such failure or refusal shall be an event of default for purposes of Section 10.1.

## 10.9 DISPUTE RESOLUTION

In the event of dispute between the City and Contractor regarding the interpretation of or the performance of services under this Agreement that results in a Material Impact to Contractor's revenue and/or cost of operations, as defined in Section 5.5, the provisions of this Section shall apply. These provisions shall not apply to matters in which the Agreement expressly indicates that a City decision or determination is final.

**A. Meet and Confer.** The City and Contractor agree that they shall promptly meet and confer to attempt to resolve the matter between themselves.

**B. Mediation.** In the event that disputes that arise under this Agreement cannot be resolved satisfactorily between the Parties in accordance with Subsection 10.9.A, the City and Contractor agree that such disputes shall be submitted to mandatory, non-binding mediation by a mutually agreed-upon independent third party.

**C. Period of Time.** Insofar as allowed by Applicable Law, the period of time otherwise applicable for filing claims against the City under Applicable Law shall be tolled during the period of time for which meet and confer or mediation procedures are pending, in accordance with Subsections 10.9.A and 10.9.B.

**D. Litigation.** Litigation may be commenced only after all reasonable efforts to resolve the dispute(s) pursuant to Subsections 10.9.A and 10.9.B have failed and any necessary claim(s) have been denied.

## 10.10 CONTRACTOR'S CORPORATE STATUS

Contractor is a corporation duly organized, validly existing, and in good standing under the laws of the State. It is qualified to transact business in the State and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

## 10.11 COOPERATION AND DISPUTES BETWEEN CONTRACTORS

Contractor shall fully comply with its obligations to provide services under this Agreement, including Acceptance of City Delivered Materials by the Collection Contractor in a manner that meets the requirements of this Agreement and Applicable Law. Contractor shall also fully comply with its obligations to deliver City Delivered Materials to the Approved Commingled Organic Materials Processing Facility, Approved Commercial Food Scraps Processing Facility(ies), and Approved Disposal Facility. In the event of disputes between the Collection Contractor and Contractor, or between Contractor and the Approved Facility(ies), either party may provide written notice of the dispute to the City and any other party involved in the dispute. If Contractor initiates a written notice of dispute, such notice shall include a summary of the dispute, the Section(s) of the Agreement or agreements the asserted dispute arises from, an estimate of the asserted financial implications to Contractor, and a proposed resolution. Contactor agrees to a timely meet and confer directly with the Collection Contractor or Approved Facility(ies) in good faith to resolve the dispute for thirty (30) calendar days following the initial notice to the City and the other involved party. A longer period may be established if mutually agreed upon between the parties. If at the end of the thirty (30) day period, Contractor and the Collection Contractor or Contractor and Approved Facility(ies) have met and conferred in good faith but have not resolved the dispute, either party to the dispute may notify the City, and the City shall facilitate the dispute resolution procedure in accordance with Section 10.9, as well as any applicable provisions of the involved party's contract with the City. In the event of a dispute, Contractor shall continue performance of Contractor's obligations under this Agreement and shall attempt to continue to resolve that dispute in a cooperative manner, including, but not limited to, negotiating in good faith.

# ARTICLE 11.
# REPRESENTATIONS AND WARRANTIES OF THE PARTIES

The Parties, by acceptance of this Agreement, represents and warrants the conditions presented in this Article.

## 11.1 ACTS NECESSARY TO PERFORM SERVICE

The City's failure to specifically require an act necessary to perform any of the services required under this Agreement and comply with Appliable Law does not relieve Contractor of its obligation to perform such act, or the service(s) dependent on such act, or to comply with Applicable Law at all times throughout the Term of this Agreement. Further, any suggestions or recommendations, whether verbal or in writing, made by the City to Contractor shall not be relied upon by Contractor to the extent such suggestions or recommendations may compromise or inhibit Contractor's performance under this Agreement or ability to comply with Applicable Law. Contractor assumes all liability and responsibility for actions and inactions to perform services under this Agreement in accordance with Applicable Law and expressly waives any claims against the City, or use of the City's actions or inactions as a legal defense for Contractor's failure to perform or comply with Applicable Law in the performance of this Agreement.

In the event of any ambiguity as to the interpretation of the Agreement or the requirements of Contractor under this Agreement, Contractor shall be responsible for seeking clarity and approval from the City prior to engaging in actions to resolve ambiguities not otherwise explicitly stated in the Agreement. To the extent that Contractor engages or fails to engage in performing an act in violation of this Agreement or

Applicable Law and fails to obtain explicit written permission from the City in advance, Contractor shall be solely liable and the City shall not be responsible for any payment, compensation adjustments, or administrative support arising from Contractor's actions or inactions. To the extent Contractor's non-compliance results in increased costs to the City, the City shall notify Contractor, identifying the dollar value of such cost impacts, and Contractor shall, within thirty (30) calendar days of written notice from the City, remit such costs to the City in the form of a direct payment sent or delivered to the City or paid to the City via an electronic payment method. The City retains the right to pursue any remedies specified in this Article in the event of non-compliance, at the City Representative's sole discretion.

## 11.2 CONTRACTOR'S CORPORATE AUTHORIZATION

Contractor has the authority to enter this Agreement and perform its obligations under this Agreement. The Board of Directors of Contractor (or the shareholders, if necessary) has taken all actions required by law, its articles of incorporation, its bylaws, or otherwise to authorize the execution of this Agreement. The Person signing this Agreement on behalf of Contractor represents and warrants that they have authority to do so. This Agreement constitutes the legal, valid, and binding obligation of Contractor.

## 11.3 AGREEMENT WILL NOT CAUSE BREACH

To the best of Contractor's and the City's knowledge, after reasonable investigation, the execution or delivery of this Agreement, or the performance by such Party of its respective obligations hereunder, does not conflict with, violate, or result in a breach of: (i) any Applicable Law; or (ii) any term or condition of any judgment, order, or decree of any court, administrative agency, or other governmental authority, or any agreement or instrument to which Contractor or the City is a party or by which Contractor or any of its properties or assets are bound.

## 11.4 NO LITIGATION

To the best of Contractor's and the City's knowledge, after reasonable investigation, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency, or instrumentality decided, pending, or threatened against either Party wherein an unfavorable decision, ruling, or finding, in any single case or in the aggregate, would:

**A.** Materially adversely affect the performance by such Party of its obligations hereunder.

**B.** Adversely affect the validity or enforceability of this Agreement.

**C.** Materially adversely affect the financial condition of Contractor, or any surety or entity guaranteeing Contractor's performance under this Agreement.

## 11.5 NO ADVERSE JUDICIAL DECISIONS

To the best of Contractor's and the City's knowledge, after reasonable investigation, there is no judicial decision that would prohibit this Agreement or subject this Agreement to legal challenge.

## 11.6 NO LEGAL PROHIBITION

To the best of each Party's knowledge, after reasonable investigation, there is no Applicable Law in effect on the date that Party signed this Agreement that would prohibit the performance of that Party's obligations under this Agreement and the transactions contemplated hereby.

## 11.7 CONTRACTOR'S ABILITY TO PERFORM

Contractor possesses the business, professional, and technical expertise to perform all services, obligations, and duties as described herein and required by this Agreement, including all Exhibits thereto. Contractor possesses the ability to secure the equipment, facility, and employee resources required to perform its obligations under this Agreement in accordance with Applicable Law.

# ARTICLE 12.
# OTHER AGREEMENTS OF THE PARTIES

## 12.1 RELATIONSHIP OF PARTIES

The Parties intend that Contractor shall perform the services required by this Agreement as an independent Contractor engaged by the City and not as an officer or employee of, a partner or agent of, or joint venturer with the City. No employee or agent of Contractor shall be, or shall be deemed to be, an employee or agent of the City. Contractor shall have the exclusive control over the manner and means of performing services under this Agreement, except as expressly provided herein. Contractor shall be solely responsible for the acts and omissions of its officers, employees, Subcontractors, and agents. Neither Contractor nor its officers, employees, Subcontractors, and agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits that accrue to City employees by virtue of their employment with the City.

## 12.2 FINANCIAL INTEREST

Contractor warrants and represents that: (i) no elected official, officer, agent, or employee of the City has a financial interest directly or indirectly in this Agreement, nor the compensation to be paid under it; (ii) no City employee who acts in the City as a "purchasing agent," as defined in the appropriate Section of California statutes, any elected or appointed officer of the City, or any spouse or child of such purchasing agent, employee, or elected or appointed officer is a partner, officer, director, or proprietor of Contractor; and, (iii) no such City employee, purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in Contractor. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of Contractor.

## 12.3 PROHIBITION AGAINST GIFTS

Contractor represents that Contractor is familiar with the City's prohibition against the acceptance of any gift by a City officer or designated employee. Contractor shall not offer any City officer or designated employee any gifts prohibited by the City.

## 12.4 NONDISCRIMINATION

In the performance of all work and services under this Agreement, Contractor shall not discriminate against any Person on the basis of such Person's race, sex, color, national origin, religion, marital status, or sexual orientation. Contractor shall comply with all applicable local, State, and Federal laws and regulations regarding nondiscrimination, including those prohibiting discrimination in employment.

## 12.5 COMPLIANCE WITH LAW

Contractor shall, at all times, at its sole cost (except as provided in Section 8.4), comply with all Applicable Laws now in force and as they may be enacted, issued or amended during the Term.

## 12.6 GOVERNING LAW

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State.

## 12.7 JURISDICTION

Any litigation between the Parties arising out of this Agreement shall be brought and concluded exclusively in the Municipal or Superior Courts of Alameda County, State of California, or in the United States District Court for the Northern District of California to the fullest extent permissible by law. Each Party consents to service of process in any manner authorized by California law, which shall have exclusive jurisdiction over such litigation. With respect to venue, the Parties agree that this Agreement is made in and will be performed in Alameda County.

## 12.8 BINDING ON SUCCESSORS

The provisions of this Agreement shall inure to the benefit to and be binding on the successors and permitted assigns of the Parties.

## 12.9 ASSIGNMENT

Neither Party shall assign its rights nor delegate or otherwise transfer its obligations under this Agreement to any other Person without the prior written consent of the other Party. Any such assignment made without the consent of the other Party shall be void and the attempted assignment shall constitute a material breach of this Agreement.

For purposes of this Section, "Assignment" shall include, but not be limited to: (i) a sale, exchange, or other transfer of substantially all of Contractor's local, regional, and/or corporate assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange, or other transfer of ten percent (10%) or more of the local, regional, and/or corporate stock or ownership of Contractor to a Person (other than a transfer of shares in Contractor by the owner of such shares to members of the owner's family or a trust for the benefit of the owner's family, to Contractor or to another owner of shares in Contractor) except that no cumulative sale, exchange, or transfer of shares may exceed twenty percent (20%) during the Term of the Agreement (other than a transfer of shares in Contractor by the owner of such shares to members of the owner's family or a trust for the benefit of the owner's family, to Contractor or to another owner of shares in Contractor); (iii) any reorganization, consolidation, merger, recapitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation, or other

transaction to which Contractor or any of its shareholders is a party that results in a change of ownership or control of ten percent (10%) or more of the value or voting rights in the local, regional, and/or corporate stock of Contractor (excluding as the result of changes in ownership or control between an owner of shares in Contractor and Contractor, members of the owner's family, or a trust for the benefit of the owner's family); (iv) any reorganization, consolidation, merger, recapitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation, or other transaction to which Contractor or any of its shareholders is a party that results in a change of ownership or control of ten percent (10%) or more of the value or voting rights in the local, regional, and/or corporate stock of Contractor that results from changes in ownership or control between an owner of shares in Contractor and another owner of shares in Contractor, unless Contractor engages a professional manager to oversee this Agreement; (v) divestiture of an Affiliate (e.g., trucking company, materials recovery facility, Transfer station) used by Contractor to fulfill its obligations under this Agreement; and, (vi) any combination of the foregoing (whether or not in related or contemporaneous transactions) that has the effect of any such transfer or change of local, regional, and/or corporate ownership and/or control of Contractor. For purposes of this Section, the term "Proposed Assignee" shall refer to the proposed transferee(s) or other successor(s) in interest pursuant to the Assignment. Except in the event of roman numeral (iv) above, the requirements of this section do not apply in the event of an assignment to an Affiliate of Contractor having the same ultimate parent.

Contractor acknowledges that this Agreement involves rendering a vital service to the City's residents and businesses, and that the City has selected Contractor to perform the services specified herein based on: (i) Contractor's experience, skill, and reputation for conducting its Organic Materials and Solid Waste management operations in a safe, effective, and responsible fashion, at all times in keeping with Applicable Law, regulations, and good waste management practices; and, (ii) Contractor's financial resources on a local, regional, and/or corporate level to maintain the required equipment and to support its indemnity obligations to the City under this Agreement. The City has relied on each of these factors, among others, in choosing Contractor to perform the services to be rendered by Contractor under this Agreement.

If Contractor requests the City's consideration of and consent to an Assignment, the City may deny or approve such request in its sole and complete discretion. No request by Contractor for consent to an Assignment shall need to be considered by the City unless and until Contractor has met the following requirements. The City may, in its sole discretion, waive one (1) or more of these requirements.

**A.** On the date the City approves Contractor's written request for the City's written consent for an Assignment and the Assignment occurs, Contractor shall pay the City a transfer fee in the amount of one percent (1%) of the Gross Receipts for the most recently completed Rate Period.

**B.** Contractor shall pay the City its actual expenses for attorneys', consultants', and accountants' fees, staff time, and investigation costs necessary to investigate the suitability of any Proposed Assignee, and review and finalize any documentation required as a condition for approving any such Assignment. Such payment shall be required, regardless of the ultimate determination of the City, with regard to the approval or denial of the Assignment . Upon submittal of Contractor's request for Assignment to the City, Contractor shall submit an initial deposit of one hundred thousand dollars ($100,000) for this purpose.

**C.** Contractor shall furnish the City with reviewed financial statements of the Proposed Assignee's operations for the immediately preceding three (3) operating years.

**D.** Contractor shall furnish the City with satisfactory proof that: (i) the Proposed Assignee has at least ten (10) years of Organic Materials and Solid Waste management experience on a scale equal to or exceeding the scale of operations conducted by Contractor under this Agreement; (ii) in the last five (5) years, the Proposed Assignee has not suffered any citations or other censure from any Federal, State, or local Contractor having jurisdiction over its waste management operations due to any significant failure to comply with State, Federal, or local waste management laws and the assignee has provided the City with a complete list of such citations and censures; (iii) the Proposed Assignee has, at all times, conducted its operations in an environmentally safe and conscientious fashion; (iv) the Proposed Assignee conducts its operations and management practices in accordance with sound waste management practices in full compliance with all Federal, State, and local laws regulating the Processing and Disposal of Organic Materials and Solid Waste, including Hazardous Waste; and, (v) any other information required by the City demonstrates that the Proposed Assignee can fulfill the terms of this Agreement in a timely, safe, and effective manner.

**E.** Contractor shall provide the City with any and all additional records or documentation that, in the City Manager's sole determination, would facilitate the review of the proposed Assignment .

Under no circumstances shall any proposed Assignment be considered by the City if Contractor is in default at any time during the period of consideration. If, in the City's sole determination, there is any doubt regarding the compliance of Contractor with the Agreement, the City may require an audit of Contractor's compliance and the costs of such audit shall be paid by Contractor in advance of the performance of said audit.

## 12.10 NO THIRD-PARTY BENEFICIARIES

This Agreement is not intended to, and will not be construed to, create any right on the part of any third party to bring an action to enforce any of its terms.

## 12.11 WAIVER

The waiver by either Party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach of violation of the same or any other provision. The subsequent acceptance by either Party of any monies that become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by the other Party of any provision of this Agreement.

## 12.12 NOTICE PROCEDURES

All notices, demands, requests, proposals, approvals, consents, and other communications, which this Agreement requires, authorizes, or contemplates, shall be in writing and shall either be personally delivered to a representative of the Parties at the address below or deposited in the United States mail, first class postage prepaid, addressed as follows:

If to the City:

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

If to Contractor:

Waste Management of Alameda County, Inc.
Attn: President
1333 E. Turner Road
Lodi, CA 95240

The address to which communications may be delivered may be changed from time to time by a notice given in accordance with this Section. Notice shall be deemed given on the day it is personally delivered or, if mailed, three (3) calendar days from the date it is deposited in the mail. Either Party may choose to provide email notification to the other Party that notice has been deposited in the mail, however such email notification shall not constitute official notice.

## 12.13 REPRESENTATIVES OF THE PARTIES

References in this Agreement to the "City" shall mean the City's elected body, and all actions to be taken by the City, except as provided below. The City may delegate authority, in writing, to the City Manager and/or to other City officials and may permit such officials, in turn, to delegate in writing some or all of such authority to subordinate officers. Contractor may rely upon actions taken by such delegates if they are within the scope of the authority properly delegated to them.

Contractor shall, by the Effective Date, designate in writing a responsible officer who shall serve as the representative of Contractor in all matters related to the Agreement. Contractor shall inform the City in writing of such designation and of any limitations upon his or her authority to bind Contractor. The City may rely upon action taken by such designated representative as actions of Contractor, unless they are outside the scope of the authority delegated to him or her by Contractor as communicated to the City.

# ARTICLE 13.
# MISCELLANEOUS AGREEMENTS

## 13.1 ENTIRE AGREEMENT

This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. Each Party has cooperated in the drafting and preparation of this Agreement and this Agreement shall not be construed against any Party on the basis of drafting. This Agreement may be amended only by an agreement in writing, signed by each of the Parties hereto.

## 13.2 SECTION HEADINGS

The Article headings and Section headings in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

## 13.3 REFERENCES TO LAWS

All references in this Agreement to laws and regulations shall be understood to include such laws as they may be subsequently amended or recodified, unless otherwise specifically provided herein.

## 13.4 AMENDMENTS

This Agreement may not be modified or amended in any respect, except in writing signed by the Parties.

## 13.5 SEVERABILITY

If any non-material provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

## 13.6 COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be considered an original.

## 13.7 EXHIBITS

Each of the Exhibits identified as Exhibit “A” through “J” is attached hereto and incorporated herein and made a part hereof by this reference. In the event of a conflict between the terms of this Agreement and the terms of an Exhibit, the terms of this Agreement shall control.

IN WITNESS WHEREOF, this Agreement is entered into by the Parties hereto in Alameda County, California on the day and year first above written.

**City of Dublin**
A Municipal Corporation "CITY"

City Manager Date

**The Foregoing Agreement Has been Reviewed and Approval Is Recommended:**

City Clerk Date

**APPROVED AS TO FORM:**

City Attorney Date

**Waste Management of Alameda County, Inc.**
"CONTRACTOR"

Signature Date

Print Name of Signatory

Title of Signatory

Signature Date

Print Name of Signatory

Title of Signatory

Dublin Business License #

Approved by City Council

# EXHIBIT A:
# DEFINITIONS

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# EXHIBIT A
# DEFINITIONS

For purposes of this Agreement, unless a different meaning is clearly required, the following words and phrases shall have the following meanings respectively ascribed to them by this Exhibit and shall be capitalized throughout this Agreement:

**"AB 341"** means the California Jobs and Recycling Act of 2011 (Chapter 476, Statues of 2011 [Chesbro, AB 341]), also commonly referred to as "AB 341," as amended, supplemented, superseded, and replaced from time to time.

**"AB 939"** means the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code), also commonly referred to as "AB 939," as amended, supplemented, superseded, and replaced from time to time.

**"AB 1201"** means the Solid Waste: Products: Labeling: Compostability and Biodegradability Assembly Bill approved by the Governor of the State of California on October 5, 2021, which amended Sections 42356, 42356.1, and 42357 of, and amended the heading of Chapter 5.7 (commencing with Section 42355) of Part 3 of Division 30 of the Public Resources Code, relating to solid waste, as amended, supplemented, superseded, and replaced from time to time.

**"AB 1594"** means the Assembly Bill approved by the Governor of the State of California on September 28, 2014, which amended Sections 40507 and 41781.3 of the Public Resources Code, relating to solid waste, as amended, supplemented, superseded, and replaced from time to time.

**"AB 1826"** means the Assembly Bill approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to solid waste, as amended, supplemented, superseded, and replaced from time to time.

**"AB 2176"** means the Venue and Event Reduction Act of 2004 (an act to amend Section 42911 of, and to add Chapter 12.7 (commencing with Section 42648) to Part 3 of Division 30 of the Public Resources Code, relating to Recycling), also commonly referred to as "AB 2176," as amended, supplemented, superseded, and replaced from time to time.

**"Abandoned Waste"** means Large Items and Solid Waste that have been abandoned in the public right of way or on City property, excluding Exempt Waste, materials generated at homeless encampments, and incidental litter.

**"Accept," "Accepted," or "Acceptance" (or any variation thereof**) means and refers to materials that have been delivered to an Approved Facility and have been received by Contractor for Processing and/or Disposal, in accordance with facility permits and Applicable Law.

**"Advanced Clean Fleets Rule"** means the California Code of Regulations, Title 13, Sections 2013, 2013.1, 2013.2, 2013.3, 2013.4, 2014,2014.1, 2014.2, 2014.3, 2015, 2015.1, 2015.2, 2015.3, 2015.4, 2015.5, 2015.6, and 2016 of the Public Resources Code, as implemented by the regulations of the California Air Resources Board (CARB) and as they may be amended, supplemented, superseded, and replaced.

# EXHIBIT A
# DEFINITIONS

**"Affiliate(s)"** means all businesses (including corporations, limited and general partnerships, and sole proprietorships) that are directly or indirectly related to Contractor by virtue of direct or indirect Ownership interests or common management, and shall be deemed to be "Affiliated with" Contractor and included within the term "Affiliates," as used herein. An Affiliate shall include: (i) a business in which Contractor has a direct or indirect Ownership interest; (ii) a business that has a direct or indirect Ownership interest in Contractor; and/or, (iii) a business that is also Owned, controlled, or managed by any business or individual that has a direct or indirect Ownership interest in Contractor. For the purposes of this definition, "Ownership" means ownership as defined in the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date here, provided that ten percent (10%) shall be substituted for fifty percent (50%) in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and Section 318(a)(5)(C) shall be disregarded. For purposes of determining Ownership under this paragraph and constructive or indirect Ownership under Section 318(a), Ownership interest of less than ten percent (10%) shall be disregarded and percentage interests shall be determined on the basis of the percentage of voting interest of value which the Ownership interest represents.

**"Agreement"** means this Agreement between the City and Contractor, including all Exhibits, and any future amendments hereto.

**"Alternative Daily Cover" or "ADC"** has the same meaning as in 27 CCR Section 20690.

**"Alternate Commercial Food Scraps Processing Facility"** means the Organic Materials Composting Facility (OMCF) located at the Davis Street Resource Recovery Complex and Transfer Station, which is owned by Waste Management of Alameda County, Inc. and operated by Zero Waste Energy @ Davis Street, an Urbaser Project LLC.

**"Alternate Disposal Facility"** means the Kirby Canyon Landfill in Morgan Hill, CA, which is owned and operated by Waste Management of California, Inc.

**"Alternate Commingled Organic Materials Processing Facility"** means the Central Valley Compost Facility in Lathrop, CA, which is owned and operated by USA Waste of California, Inc.

**"Alternate Facility(ies)"** means the Processing and/or Disposal Facilities pre-approved by the City for use under the limited circumstances defined in Subsection 4.1.B. The initial Alternate Facilities are as follows: (i) Alternate Commingled Organic Materials Processing Facility for Processing and/or Composting, (ii) Alternate Disposal Facility for Disposal, and (iii) the Alternate Commercial Food Scraps Processing Facility for Processing and/or Composting.

**"Alternative Intermediate Cover" or "AIC"** has the same meaning as in 27 CCR Section 20700.

**"Applicable Law(s)"** means all Federal, State, County, and local laws, regulations, rules, orders, judgments, decrees, permits, and approvals, or other requirement of any governmental agency having jurisdiction over the Collection, Transportation, Processing, and Disposal of Recyclable Materials, Organic Materials, disaster debris (per Section 4.4), and Solid Waste that are in force on the Effective Date and as may be enacted, issued, or amended during the Term of this Agreement. The Parties acknowledge that, as of the

date of this Agreement, the State has passed legislation, including, but not limited to, AB 1201, SB 54, SB 343, and the Advanced Clean Fleets Rule, where further regulatory requirements may be established.

**"Approved Commercial Food Scraps Processing Facility(ies)"** means: (i) the Altamont Pre-Processing and Covered Aerated Static Pile (CASP) operations, which is owned and operated by Waste Management of Alameda County, Inc., for Monday through Friday Deliveries; and, (ii) the Organic Materials Composting Facility (OMCF) located at the Davis Street Resource Recovery Complex and Transfer Station, which is owned by Waste Management of Alameda County, Inc., and operated by Zero Waste Energy @ Davis Street, an Urbaser Project LLC, for Saturday Deliveries, pursuant to Subsection 5.2.4. Under the limited circumstances described in Subsection 4.1.B, the City has pre-approved the use of the Alternate Commercial Food Scraps Processing Facility for the City's Commercial Food Scraps.

**"Approved Disposal Facility"** means the Altamont Landfill, which is owned and operated by Waste Management of Alameda County, Inc. Under the limited circumstances described in Subsection 4.1.B, the City has pre-approved the use of the Alternate Disposal Facility.

**"Approved Facility(ies)"** means any one of or combination of the: Approved Disposal Facility; the Approved Commingled Organic Materials Processing Facility; and/or the Approved Commercial Food Scraps Processing Facility(ies).

**"Approved Commingled Organic Materials Processing Facility(ies)"** means the Altamont CASP, which is owned and operated by Waste Management of Alameda County, Inc., pursuant to Subsection 5.2.4. Under the limited circumstances described in Subsection 4.1.B, the City has pre-approved the use of the Alternate Commingled Organic Materials Processing Facility for the City's Commingled Organic Materials.

**"Back-Haul"** means generating and Transporting refuse to a destination owned and operated by the Generator using the Generator's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

**"Beneficial Reuse"** means use of material for beneficial reuse, which shall include, but not be limited to, the following: ADC, AIC, final cover foundation layer, liner operations layer, leachate and landfill gas collection system, construction fill, road base, wet weather operations pads and access roads, and soil amendments for erosion control and landscaping.

**"Bin(s)"** means a metal or plastic Container, with a capacity of one (1) cubic yard up to and including eight (8) cubic yards, designed or intended to be mechanically dumped into a loader packer type Collection truck that is approved for such purpose by the City.

**"Biohazardous or Biomedical Waste"** means any waste which may cause disease or reasonably be suspected of harboring pathogenic organisms, including waste resulting from the operation of medical clinics, hospitals, and other facilities' Processing wastes, which may consist of, but are not limited to, human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, sharps, contaminated clothing and surgical gloves.

# EXHIBIT A
# DEFINITIONS

**"Business Days"** means days during which the City offices are open to do business with the public.

**"California Code of Regulations" or "CCR"** means the State of California Code of Regulations. CCR references in this Agreement are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).

**"Cart(s)"** means a heavy plastic receptacle with a rated capacity of at least thirty- two (32) and not more than ninety-six (96) gallons, or similar size approved by the City, having a hinged tight-fitting lid and wheels.

**"Change in Law"** means any of the following events or conditions that have a material and adverse effect on the performance by either Party or any Subcontractor of its respective obligations under this Agreement (except for payment obligations) or on the activities of any Approved Facility in connection with this Agreement:

**A.** The enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation of any Applicable Law on or after the Effective Date.

**B.** The order or judgment of any Federal, State, or local governmental body, on or after the Effective Date, to the extent such order or judgment is not the result of willful or negligent action, error, or omission, or lack of reasonable diligence of the City or Contractor (or Subcontractor), whichever is asserting the occurrence of a Change in Law; provided, however, that contesting in good faith or failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error, or omission, or lack of reasonable diligence.

**C.** With respect to changes in compensation, Change in Law is limited by the specific provisions of Subsection 8.4.E.

**"City"** means the City of Dublin, a municipal corporation, and all the territory lying within its boundaries as presently existing or as such boundaries may be modified during the Term of this Agreement.

**"City Delivered Materials"** means Organic Materials, Solid Waste, or Abandoned Materials Collected by, and delivered by or on behalf of, the Collection Contractor to the Approved Facilities, as defined in this Agreement, and as further provided in the Collection Agreement, including as it may be amended in the future.

**"City Manager"** means the City Manager of the City of Dublin.

**"City Reimbursements"** means all fees payable to the City, as identified and referenced in Article 7 of this Agreement. Contractor acknowledges that City Reimbursements are a cost of doing business in the City and not eligible for profit. Both Parties acknowledge that all City Reimbursements are an allowable cost of business similar to any license or permit required by Contractor to perform the services required under this Agreement and will be recovered by Contractor through the Per-Ton Rates.

**"City Representative"** means the City-designated employee who is responsible for the administrative management of this Agreement.

# EXHIBIT A
# DEFINITIONS

**"City Service Area"** means the corporate limits of the City.

**"Clean Wood"** means wood that is not painted, stained, coated, pressure treated, or chemical treated. Clean Wood may include dimensional lumber, pallets, crates, chopsticks, toothpicks, stir sticks, and wooden utensils. Clean Wood excludes creosote, lumber treated with chromated copper arsenate (CCA), melamine coated furniture, and manufactured wood products such as plywood, particle board, oriented strand board, and medium density fiberboard. Clean Wood is a subset of Organic Materials.

**"Closure" (or any variation thereof)** means the mandated activities stipulated in Applicable Law and required to be conducted following conclusion of Disposal activities at the Approved Disposal Facility or any portion of the Approved Disposal Facility, such that Post-Closure activities can commence, including, but not limited to, all planning, design, regulatory approvals, plan implementation, construction, and monitoring.

**"Collect" or "Collection" (or any variation thereof)** means the act of collecting Organic Materials, Solid Waste, Abandoned Waste, and other material at the place of generation in the City for delivery to an Approved Facility.

**"Collection Agreement"** means the Recyclables, Organics, And Solid Waste Collection Services Agreement entered into on December 2, 2024 between the City and the Collection Contractor that grants an exclusive right for the Collection of City Delivered Materials from within the City Service Area.

**"Collection Contractor"** means the contractor awarded an exclusive franchise by the City to Collect City Delivered Materials from the City Service Area and deliver such materials to Approved Facilities.

**"Commingled Organic Materials"** means those discarded Organic Materials that are Collected from a Residential Generator that includes a mixture of Food Scraps and Yard Trimmings, and Source Separated Yard Trimmings that are Collected from a Commercial Generator. Commingled Organic Materials do not include items herein defined as Exempt Waste, nor contaminants such as glass, plastic (including Compostable Plastics), ceramics, metal, waxed paper, animal waste, restaurant or Commercial Food Scraps, dirt, treated or painted wood, concrete, or tree stumps.

**"Commencement Date"** means the date specified in Section 2.1 when Post-Collection Services required by this Agreement shall be provided.

**"Commercial"** means of, from, or pertaining to non-Residential Premises where business activity is conducted, including, but not limited to, retail sales, services, wholesale operations, manufacturing, and industrial operations, excluding businesses conducted upon Residential property that are permitted under applicable zoning regulations and are not the primary use of the property.

**"Commercial Food Scraps"** means discarded Source Separated Food Waste that is Collected from a Commercial Generator. Commercial Food Scraps do not include items herein defined as Exempt Waste, Source Separated Yard Trimmings from a Commercial Generator, nor contaminants such as glass, plastic

(including Compostable Plastics), ceramics, metal, waxed paper, animal waste, dirt, treated or painted wood, concrete, or tree stumps.

**"Commodity"** means any individual category and/or grade of the finished Mulch or compost product the Contractor has generated from the Processing of Organic Materials.

**"Community Composting"** means any activity that Composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and compost product onsite at any one time does not exceed one hundred (100) cubic yards and seven hundred fifty (750) square feet, as specified in 14 CCR Section 6 17855(a)(4) or as otherwise defined in 14 CCR Section 18982(a)(8).

**"Compactor"** means: (i) a mechanical apparatus that compresses materials together with the Container that holds the compressed materials; or, (ii) a Container that holds the compressed materials if it is detached from the mechanical compaction apparatus. Compactors include two (2) to four (4) cubic yard Bin Compactors serviced by front-end loader Collection vehicles and ten (10) to forty (40) cubic yard Drop Box Compactors serviced by roll-off Collection vehicles.

**"Complaint"** means each written or orally communicated statement made by any Person, whether to the City or Contractor, alleging: (i) non-performance or deficiencies in Contractor's performance of Contractor's duties under this Agreement; or, (ii) a violation by Contractor of this Agreement.

**"Compost" or "Composting" (or any variation thereof)** means the controlled biological decomposition of Organic Materials such that the resulting material meets the maximum acceptable metal concentration limits specified in Section 17868.2, pathogen reduction requirements specified in Section 17868.3 of Title 14, CCR Chapter 3.1, and the physical contamination limits of 14 CCR Section 17868.3.1.

**"Compostable Paper"** means paper products that are approved by the City and Contractor for Collection or Processing as Organic Material.

**"Compostable Plastic(s)"** means plastic materials that meet Compostability standards approved or designated by the City and as set forth under Applicable Law. Compostable Plastic shall be a subset of Organic Materials, if agreed by the City and Contractor (initially, Compostable Plastic is not an Acceptable Organic Material).

**"Construction and Demolition Debris" or "C&D"** means discarded building materials, packaging, debris, and rubble resulting from construction, alteration, remodeling, repair, or demolition operations on any pavements, excavation projects, houses, Commercial buildings, or other structures, excluding Exempt Waste. C&D Debris includes rocks, soils, tree remains, and other Yard Trimmings that result from land clearing or land development operations in preparation for construction.

**"Container(s)"** means Bins, Carts, Compactors, Drop Boxes, and Roll-Off Boxes.

**"Contractor"** means Waste Management of Alameda County, Inc., a corporation organized and operating under the laws of the State.

# EXHIBIT A
# DEFINITIONS

**"Contractor's Compensation"** means the monetary compensation received by Contractor in return for providing services in accordance with this Agreement, as described in Article 8.

**"County"** means the County of Alameda, California.

**"Criminal Activity"** means any of the following convictions. The approval of a plea of nolo contendere or the entry against Contractor or any of its employees of a criminal conviction or a permanent mandatory or prohibitory injunction from a court, municipality, or regulatory agency of competent jurisdiction, based, in the case of any of Contractor's employees, on acts taken in their official capacity on behalf of Contractor with respect to:

**A.** Fraud or criminal offense in connection with obtaining, attempting to obtain, procuring, or performing a public or private agreement.

**B.** Bribery or attempting to bribe a public officer or employee of a local, State, or Federal agency.

**C.** Embezzlement, extortion, racketeering, false claims, false statements, forgery, falsification or destruction of records, obstruction of justice, knowingly receiving stolen property, theft, or misprision (failure to disclose) of a felony.

**D.** Unlawful Disposal of Hazardous Waste or Designated Waste, the occurrence of which Contractor knew or should have known.

**E.** Violation of antitrust laws, including laws relating to price-fixing, bid-rigging, and sales and market allocation, and of unfair and anti-competitive trade practices laws, including inflation of Solid Waste Collection, Transportation, Processing fees, or Disposal Fees.

**F.** Violation of securities laws.

**G.** Felonies or misdemeanors involving moral turpitude.

**"Designated Waste"** means non-Hazardous Waste that may pose special Disposal problems because of its potential to contaminate the environment and that may be Disposed of only in Class II Disposal sites or Class III Disposal sites, pursuant to a variance issued by the California Department of Health Services. Designated Waste consists of those substances classified as Designated Waste by the State in CCR Title 23, Section 2522, as may be amended from time to time.

**"Discarded Materials"** means Recyclable Materials, Organic Materials, Solid Waste and/or C&D Debris placed by a Generator in a Container and/or at a location for the purposes of Collection by the Collection Contractor, excluding Exempt Waste.

**"Disposal" or "Dispose" (or any variation thereof)** means the final disposition of Solid Waste or Processing Residue at a Disposal Facility.

**"Divert" or "Diversion" (or any variation thereof)** means to prevent City Delivered Materials from Disposal at a landfill or transformation facility (including facilities using incineration, pyrolysis, distillation,

gasification, or biological conversion methods) through Source Reduction, reuse, Recycling, Composting, anaerobic digestion, or other method of Processing, in accordance with the provisions of AB 939 and SB 1383. Diversion is a broad concept that is to be inclusive of material handling and Processing changes that may occur over the Term including, but not limited to, changes in standard industry practice or implementation of innovative techniques or technology that reduce Disposal risk, decrease costs, and/or are for other reasons deemed desirable by the City.

**"Drop Box" or "Roll-Off Box"** means an open-top Container with a capacity of ten (10) to forty (40) cubic yards that is serviced by a roll-off Collection vehicle.

**"Effective Date"** means the date on which the latter of the two (2) Parties signs this Agreement, subject to the provisions of Section 2.2.

**"E-Waste**" means discarded electronics equipment such as cell phones, computers, monitors, televisions, and other items containing cathode ray tubes (CRTs).

**"Exempt Waste**" means Biohazardous or Biomedical Waste, Hazardous Waste, Household Hazardous Waste, Sludge, soil and dirt, concrete, asphalt, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid batteries, and those wastes under the control of the Nuclear Regulatory Commission. Exempt Waste does not include Used Oil, Used Oil Filters, C&D Debris, Yard Trimmings, or Household Batteries when placed for Collection or as otherwise directed by the City.

**"Extended Producer Responsibility Program"** means an environmental program or policy codified, enforced, and/or monitored by local, State, or Federal governments in which a producer's or retailer's administrative, financial, operational, and/or physical responsibility for a product is extended to the post-consumer stage of a product's life cycle. Extended Producer Responsibility Programs may be implemented by individual producers, collective industry organizations such as a producer responsibility organization, or other regulated entities specified under the program. Such programs may cover individual products or categories of products, using one (1) or more funding mechanisms, as defined in the regulation establishing the program.

**"Federal"** means belonging to or pertaining to the Federal government of the United States.

**"Food Scraps**" means those Discarded Materials that will decompose and/or putrefy including: (i) all kitchen and table Food Waste; (ii) animal or vegetable waste that is generated during or results from the storage, preparation, cooking, or handling of food stuffs; (iii) fruit waste, grain waste, dairy waste, meat, and fish waste; and, (iv) vegetable trimmings, houseplant trimmings, flowers, and other Compostable Organic Waste common to the occupancy of Residential dwellings or businesses involved in food production, preparation, or sales.

**"Food-Soiled Paper"** means pre- and post-consumer Compostable Paper material that has come in contact with food or liquid such as, but not limited to, Compostable Paper plates, paper coffee cups, coffee filters, napkins, and pizza boxes, excluding paper products that are lined or coated with a plastic or non-organic wax. Food-Soiled Paper is a subset of Food Waste.

**"Food Waste"** means Source Separated Food Scraps and Food-Soiled Paper. Food Waste is a subset of Organic Materials.

**"Generator"** means any Person whose act or process produces City Delivered Materials or whose act first causes City Delivered Materials to become subject to regulation.

**"Government Fees"** means all fees, reimbursements, and other charges assessed by any Federal, State or local government or governmental agency having jurisdiction over the Transportation, Processing, or Disposal of City Delivered Materials at or by the Approved Facilities or Alternate Facilities.

**"Gross Receipts"** means total cash receipts collected from the Collection Contractor by Contractor for the provision of services pursuant to this Agreement, without any deductions.

**"Hazardous Substance"** means any of the following: (a) any substances defined, regulated or listed (directly or by reference) as "Hazardous Substances," "Hazardous Materials," "Hazardous Wastes," "toxic waste," "pollutant," or "toxic substances," or similarly identified as hazardous to human health or the environment, in or pursuant to: (i) the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, 42 USC §9601 *et seq.* (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §1802, *et seq.*; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 *et seq.*; (iv) the Clean Water Act, 33 USC §1251 *et seq.*; (v) California Health and Safety Code §§25115, 25117, and 25281, (vi) the Clean Air Act, 42 USC §7901 *et seq.*; and, (vii) California Water Code §13050; (b) any amendments, rules, or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereafter enacted; and, (c) any other hazardous or toxic substance, material, chemical, waste, or pollutant identified as hazardous or toxic or regulated under any other Applicable Law, including, without limitation, friable asbestos, polychlorinated biphenyls (PCBs), petroleum, natural gas, synthetic fuel products, and byproducts.

**"Hazardous Waste"** means any material which is defined as a Hazardous Waste under California or United States law or any regulations promulgated pursuant to such law, as such law or regulations may be amended from time to time.

**"Holidays"** means New Year's Day, Thanksgiving Day, and Christmas Day.

**"Household Battery(ies)"** means single-use or rechargeable dry cells (e.g., A, AA, AAA, B, C, D, 9-volt, button-type) commonly used as power sources for household or consumer products, including, but not limited to, nickel-cadmium, nickel metal hydride, alkaline, mercury, mercuric oxide, silver oxide, zinc oxide, nickel-zinc, nickel iron, lithium, lithium ion, magnesium, manganese, and carbon-zinc batteries, excluding automotive lead acid batteries or other batteries Contractor is prohibited from carrying by Applicable Law.

**"Household Hazardous Waste" or "HHW"** means Hazardous Waste generated at Residential Premises within the City. HHW includes paint, stain, varnish, thinner, adhesives, auto products such as old fuel, Used Motor Oil, Used Oil Filter, batteries, fluorescent bulbs, tubes, cleaners and sprays, pesticides, fertilizers and other garden products, needles, syringes, and lancets.

**"Large Items"** means large materials, including furniture; carpets; mattresses; refrigerators, ranges, water heaters, freezers, and other similar household appliances; electronic equipment such as stereos, televisions, VCRs, PDAs,telephones, and other similar items not containing cathode ray tubes (CRTs); E-Waste; Reusable Materials; Textiles; tires without rims; oversized Yard Trimmings such as tree trunks and branches with a diameter of not less than six (6) inches and not more than two (2) feet and a length of not more than five (5) feet in its longest dimension; or some combination of such items and/or Discarded Materials in a container, the dimensions of which do not exceed four feet by four feet by two feet (4'x4'x2') and weighing no more than sixty (60) pounds, which are attributed to the normal activities of a Residential or Commercial Premises. Large Items must be generated by and at the Residential or Commercial Premises where the Large Items are Collected. Large Items do not include items herein defined as Exempt Waste.

**"Liquidated Damages"** means the amounts due by Contractor for failure to meet specific quantifiable standards of performance, as described in Section 10.6 and Exhibit F.

**"Mulch"** means a layer of material applied on top of soil, and, for the purposes of the Agreement, Mulch shall conform with the following conditions, or conditions as otherwise specified in 14 CCR Section 18993.1(f)(4):

A. Meets or exceeds the physical contamination, maximum metal concentration, and pathogen density standards for land applications specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3).

B. Was produced at one (1) or more of the following types of Facilities:

1 A compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under Division 7 of Title 14 of the CCR, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10)

2. A transfer/processing facility or transfer/processing operation as defined in 14 CCR Section 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR, Division 7, Chapter 12

3. A solid waste landfill as defined in PRC Section 40195.1 that is permitted under 27 CCR, Division 2

**"Multi-Family"** means any Residential Premises, other than a Single-Family Premises, where there is centralized, shared Collection service for all units in the building.

**"Municipal Code"** means the City of Dublin Municipal Code, as of the Effective Date and as it may be amended in the future.

**"Occupant"** means the Person who occupies a Premises.

**"Organic Materials"** means Yard Trimmings, Food Scraps, Compostable Paper, and Clean Wood, individually or collectively, Collected in the City's Collection program for Organic Waste (as defined in the Collection Agreement). Organic Materials may also include manure from herbivores (horses, cows, goats, sheep, rabbits, etc.). No Discarded Material shall be Organic Materials unless it is separated from

Recyclable Materials and Solid Waste. Commingled Organic Materials and Commercial Food Scraps are a subset of Organic Materials.

**"Organic Waste"** means wastes containing material originated from living organisms and their metabolic waste products, including, but not limited to, food, Yard Trimmings, organic Textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined in 14 CCR Section 18982(a)(4) and 14 CCR Section 18982(a)(16.5), respectively.

**"Owner"** means the Person(s) holding legal title to real property and/or any improvements thereon and shall include the Person(s) listed on the latest equalized assessment roll of the County Assessor.

**"Party" or "Parties"** means the City and Contractor, individually or together.

**"Person(s)"** means any individual, firm, association, organization, partnership, consortium, corporation, trust, joint venture, Commercial entity, governmental entity, public entity, or any other legal Person.

**"Per-Ton Rate" or "Rate"** means the per-unit compensation owed to Contractor by the Collection Contractor for each Ton of City Delivered Materials as payment for all Post-Collection Services provided under this Agreement, and as adjusted annually as provided in Article 8.

**"Post-Closure"** means the mandated activities stipulated in Applicable Law requiring long-term monitoring and maintenance of the Approved Disposal Facility, or of any portion of the Approved Disposal Facility, that has been fully Closed in compliance with Applicable Law.

**"Post-Collection Services"** means Organic Materials Processing and Solid Waste and Residue Disposal.

**"Premises"** means any land or building in the City where Recyclable Materials, Organic Materials, or Solid Waste are generated or accumulated.

**"Processing"** means to prepare, treat, or convert through some special method, including the controlled separation, recovery, volume reduction, conversion, or Recycling of City Delivered Materials, including, but not limited to, organized, manual, automated, or mechanical sorting, the use of vehicles for the spreading of waste for the purpose of recovery, and/or the use of conveyor belts, sorting lines, or volume reduction equipment, or as otherwise defined in 14 CCR Section 17402(a)(20), including Composting.

**"Processing Facility"** means: (i) any plant or site used for the purpose of sorting, cleansing, treating, or reconstituting Recyclable Materials or Reusable Materials for the purpose of making such material available for Recycling or reuse; or, (ii) the facility for the Processing and/or Composting of Organic Materials.

**"Prohibited Container Contaminants"** means: (i) City Delivered Materials placed in the Recyclable Materials Container that are not identified as Acceptable Recyclable Materials for the City's Recyclable Materials Container; (ii) City Delivered Materials placed in the Organic Materials Container that are not identified as Acceptable Organic Materials for the City's Organic Materials Container; (iii) City Delivered

Materials placed in the Solid Waste Container that are Acceptable Recyclable Materials and/or Organic Materials to be placed in the City's Organic Materials Container and/or Recyclable Materials Container; and, (iv) Exempt Waste placed in any Container.

**"Rate Period"** means a twelve (12) month period, commencing July 1 and concluding June 30.

**"RCRA"** means the Resource Conservation and Recovery Act (42 U.S.C. Section 6900 *et. seq*.).

**"Recyclable Materials"** means those materials which are capable of being Recycled and which would otherwise be Processed or Disposed of as Solid Waste. Recyclable Materials include those materials defined by the City, including newsprint (including inserts); mixed paper (including magazines, catalogs, envelopes, junk mail, corrugated Cardboard, brown bags and paper, paperboard, paper egg cartons, office ledger paper, and telephone books); glass containers; aluminum beverage containers; small scrap and cast aluminum (not exceeding forty (40) pounds in weight nor two (2) feet in any dimension for any single item); steel, including "tin" cans, aerosol cans (empty, non-toxic products) and small scrap (not exceeding forty (40) pounds in weight nor two (2) feet in any dimension for any single item); bimetal containers; plastic bottles (#1-7); aluminum foil and pans; dry cell Household Batteries when contained in a sealed heavy- duty plastic bag; and those materials added by Contractor, and approved by the City, from time to time.

**"Recycle" or "Recycling" (or any variation thereof)** means the process of sorting, cleansing, treating, and reconstituting at a Recyclable Materials Processing Facility or a Secondary Processing Facility materials that would otherwise be Disposed of at a landfill for the purpose of returning such materials to the economy in the form of raw materials for new, reused, or reconstituted products. Recycling does not include any thermal or chemical conversion methods.

**"Residential"** means of, from, or pertaining to a Single-Family Premises, or Multi-Family Premises including Single-Family homes, apartments, condominiums, townhouse complexes, mobile home parks, and cooperative apartments.

**"Residue" or "Residual"** means those materials which, after Processing, are Disposed rather than Recycled, Composted, or otherwise recovered due to either the lack of markets for materials or the inability of the Processing Facility to capture and recover the materials.

**"Responsible End Markets"** shall have the same meaning as in SB 54, as it may be amended, supplemented, superseded, and replaced from time to time.

**"Reusable Materials"** means items that are capable of being used again after minimal Processing. Reusable Materials may be Collected, Source Separated, or recovered through a Processing Facility and reuse markets developed by Contractor. Reusable Materials may include, but are not limited to, Textiles, furniture, sporting equipment, toys; house wares; working computers; undamaged monitors; cell phones; books; working small refrigerators, ranges, water heaters, freezers, and other similar household appliances; working VCRs; and/or working stereos.

# EXHIBIT A
# DEFINITIONS

**"SB 54"** means the Plastic Pollution Prevention and Packaging Producer Responsibility Act approved by the California Governor on June 30, 2022, which amended Section 41821.5 of the Public Resources Code to add Chapter 3 (commencing with Section 42040) to Part 3 of Division 30, as amended, supplemented, superseded, and replaced from time to time. For the purposes of this Agreement, SB 54 includes any implemented regulations developed by CalRecycle, as amended supplemented, superseded, and replaced from time to time.

**"SB 343"** means the Environmental Advertising: Recycling Symbol: Recyclability： Products and Packaging Senate Bill approved by the California Governor on October 5, 2021, which amended Sections 17580, 17580.5 of the Business and Professions Code, and amended Sections 18015 and 42355.5 of, and added Section 42355.51 to, the Public Resources Code, relating to environmental advertising, as amended, supplemented, superseded, and replaced from time to time. For the purposes of this Agreement, SB 343 includes any implemented regulations developed by CalRecycle, as they may be amended supplemented, superseded, and replaced from time to time.

**"SB 1016"** means Senate Bill 1016 approved by the Governor of the State of California on September 26, 2008, which amended Sections 40183, 40184, 41783, 41820.6, 41821, 41850, 42921, and 42926 of, amended the headings of Article 4 (commencing with Section 41825) and Article 5 (commencing with Section 41850) of Chapter 7 of Part 2 of Division 30 of, added Sections 40127, 40145, 40150.1, 41780.05, 42921.5, and 42927 to, and repealed and added Section 41825 of, the Public Resources Code, relating to solid waste, as amended, supplemented, superseded, and replaced from time to time.

**"SB 1383"** means the Short-Lived Climate Pollutants Act of 2016 (an act to add Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants, as amended, supplemented, superseded, and replaced from time to time.

**"Secondary Processing Facility"** means any downstream facility that receives City Delivered Materials and further Processes such material to recover additional material for Recycling and/or to prepare the material for use in a final product and/or for marketing as an input for a new product. A Secondary Processing Facility includes any downstream facility that receives City Delivered Materials for further Processing prior to final decomposition into a compost product or readies the material for sale as Mulch. A Secondary Processing Facility may be the same/initial facility at which City Delivered Materials were received or Processed or any additional facility(ies) to which such materials are Transported.

**"Self-Haul"** means the Collection and Transportation of City Delivered Materials, C&D Debris, Large Items, or Reusable Materials by Persons other than the Collection Contractor, including the Generator thereof and the Owner or Occupant of Residential or Commercial Premises located in the City where such materials were generated.

**"Self-Haul(er)"** means a Person who Self-Hauls, or as otherwise defined in 14 CCR Section 18982(a)(66). Self-Hauler also includes a Person who Back-Hauls waste.

**"Single-Family**" means, notwithstanding any contrary definition in the City's Municipal Code, any detached or attached house or residence designed or used for occupancy by one (1) family, provided that Collection service is provided to such Premises as an independent unit.

**"Sludge"** means the accumulated solids, residues, and precipitates generated as a result of waste treatment or Processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal appurtenances, or any other such waste having similar characteristics or effects.

**"Solid Waste"** means solid waste as defined in California Public Resources Code, Division 30, Part 1, Chapter 2, §40191 and regulations promulgated hereunder. Excluded from the definition of Solid Waste are Exempt Waste, C&D Debris, Source Separated Recyclable Materials, Source Separated Organic Materials, and radioactive waste. Notwithstanding any provision to the contrary, Solid Waste may include de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe Collection, Recycling, treatment, and Disposal of HHW in compliance with Section 41500 and 41802 of the California Public Resources Code, as may be amended from time to time. Solid Waste includes salvageable materials only when such materials are included for Collection in a Solid Waste Container, not Source Separated from Solid Waste at the site of generation.

**"Source Reduction"** means and refers to the reduction in overall volume of City Delivered Materials generated. Methods of Source Reduction include, but are not limited to, shifting to reusable or refillable packaging or a reusable product or eliminating unnecessary packaging.

**"Source Separated"** means the segregation, by the Generator, of materials by material type designated for separate Collection for some form of Recycling, Composting, recovery, or reuse.

**"State"** means the State of California.

**"Stewardship Organization"** means a Person(s) that is approved or designated under Applicable Law or by a relevant governing body, including, but not limited to, CalRecycle, CARB, or the County to manage, coordinate, fund, or otherwise oversee one (1) or more Extended Producer Responsibility Programs. The applicable Stewardship Organization for each Extended Producer Responsibility Program under this Agreement shall be designated pursuant to Applicable Law.

**"Subcontractor"** means a Person who has entered into a contract, express or implied, with Contractor for the performance of an act that is necessary for Contractor's fulfillment of its obligations for providing services under this Agreement. Notwithstanding any other provision in this Agreement, Vendors providing materials, supplies, or professional services to Contractor shall not be considered Subcontractors for any purpose under this Agreement (except as explicitly provided in Section 3.3 of this Agreement).

**"Term"** means the Term of this Agreement, including extension periods if granted, as provided for in Article 2.

**"Textiles"** means clean items made of thread, yarn, fabric, or cloth. Examples include clothes, fabric trimmings, draperies, and all natural and synthetic cloth fibers. This waste type does not include cloth-covered furniture, mattresses, leather shoes, leather bags, or leather belts.

**"Ton" or** "**Tonnage"** means a unit of measure for weight equivalent to two thousand (2,000) standard pounds per each ton where each pound contains sixteen (16) ounces.

**"Transfer"** means the act of transferring City Delivered Materials from the Collection Contractor's Route vehicles into larger vehicles for Transport to Approved Facilities for the purpose of Recycling, Processing, or Disposing of such materials.

**"Transport" or "Transportation" (or any variation of)** means the act of conveying City Delivered Materials from one (1) location to another.

**"Used Oil"** means any oil that has been refined from crude oil or has been synthetically produced, and is no longer useful to the Generator because of extended storage, spillage, or contamination with non-hazardous impurities such as dirt or water; or has been used and, as a result of such use, has been contaminated with physical or chemical impurities. Used Oil must be generated by and at the Residential Premises where the Used Oil is Collected. Used Oil does not include transmission fluid.

**"Used Oil Filter"** means any oil filter that is no longer useful to the Generator because of extended storage, spillage, or contamination with non-hazardous impurities such as dirt or water; or has been used and, as a result of such use, has been contaminated with physical or chemical impurities. Used Oil Filters must be generated by and at the Residential Premises where the Used Oil Filter is Collected.

**"Vendor"** means a Person who has entered into a contract with Contractor for performance of an act that is necessary for Contractor's fulfillment of an unsubstantial portion of its obligations for providing services under this Agreement. Vendors include, but are not limited to, printers of public education and outreach materials, document translators, material and supply providers, and professional service providers.

**"Working Day(s)"** means days on which Contractor is required to provide Post-Collection Services under this Agreement.

**"Yard Trimmings"** means any vegetative matter or Organic Materials resulting from normal yard and landscaping maintenance, including, but not limited to, plant debris, such as palm, yucca and cactus, grass clippings, leaves, pruning, weeds, branches, brush, small pieces of unpainted and untreated wood, holiday trees (that are free of all non-Organic Wastes including decorations, flocking, etc.), and other forms of vegetative waste. Yard Trimmings must be generated by and at the Premises where the Yard trimmings are Collected. Yard Trimmings do not include items herein defined as Exempt Waste. Yard trimmings are a subset of Organic Materials.

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# EXHIBIT B:
# PERFORMANCE BOND

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# EXHIBIT C:
# ACCEPTED ORGANIC MATERIALS

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# EXHIBIT C
# ACCEPTED ORGANIC MATERIALS

Material types Accepted by Contractor at the Organic Materials Processing Facilities that Contractor intends to consistently Process and market include the defined material types from Exhibit A:

1. **"Commingled Organic Materials,"** which means those discarded Organic Materials that are Collected from a Residential Generator that includes a mixture of Food Scraps and Yard Trimmings, and Source Separated Yard Trimmings that are Collected from a Commercial Generator. Commingled Organic Materials do not include items herein defined as Exempt Waste, nor contaminants such as glass, plastic (including Compostable Plastics), ceramics, metal, waxed paper, animal waste, restaurant or Commercial Food Scraps, dirt, treated or painted wood, concrete, or tree stumps.

2. **"Commercial Food Scraps,"** which means discarded Source Separated Food Waste that is Collected from a Commercial Generator. Commercial Food Scraps do not include items herein defined as Exempt Waste, Source Separated Yard Trimmings from a Commercial Generator, nor contaminants such as glass, plastic (including Compostable Plastics), ceramics, metal, waxed paper, animal waste, dirt, treated or painted wood, concrete, or tree stumps.

Additional definitions from Exhibit A that are referenced in these two types of materials Accepted in each of the Collection programs include:

- **"Source Separated,"** which means the segregation, by the Generator, of materials by material type designated for separate Collection for some form of Recycling, Composting, recovery, or reuse.
- **"Clean Wood,"** which means wood that is not painted, stained, coated, pressure treated, or chemical treated. Clean Wood may include dimensional lumber, pallets, crates, chopsticks, toothpicks, stir sticks, and wooden utensils. Clean Wood excludes creosote, lumber treated with chromated copper arsenate (CCA), melamine coated furniture, and manufactured wood products such as plywood, particle board, oriented strand board, and medium density fiberboard. Clean Wood is a subset of Organic Materials.
- **"Compostable Paper,"** which means paper products that are approved by the City and Contractor for Collection or Processing as Organic Material.
- **"Compostable Plastics,"** which means plastic materials that meet Compostability standards approved or designated by the City and as set forth under Applicable Law. Compostable Plastic shall be a subset of Organic Materials, if agreed by the City and Contractor (initially, Compostable Plastic is not an Acceptable Organic Material).
- **"Food-Soiled Paper,"** which means pre- and post-consumer Compostable Paper material that has come in contact with food or liquid such as, but not limited to, Compostable Paper plates, paper coffee cups, coffee filters, napkins, and pizza boxes, not to include paper products that are lined or coated with a plastic or non-organic wax. Food-Soiled Paper is a subset of Food Waste.
- **"Food Waste,"** which means Source Separated Food Scraps and Food-Soiled Paper. Food Waste is a subset of Organic Materials.

- **"Yard Trimmings,"** which means any vegetative matter or Organic Materials resulting from normal yard and landscaping maintenance, including, but not limited to, plant debris, such as palm, yucca and cactus, grass clippings, leaves, pruning, weeds, branches, brush, small pieces of unpainted and untreated wood, holiday trees (that are free of all non-Organic Wastes including decorations, flocking, etc.), and other forms of vegetative waste. Yard Trimmings must be generated by and at the Premises where the Yard trimmings are Collected. Yard Trimmings do not include items herein defined as Exempt Waste. Yard trimmings are a subset of Organic Materials.

# EXHIBIT D:
# REPORTING REQUIREMENTS

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# EXHIBIT D
# REPORTING REQUIREMENTS

## 1. General

Records shall be maintained in forms and by methods that facilitate flexible use of the data contained in them to structure reports as needed. Reports are intended to compile recorded data into useful forms of information that can be used to, among other things:

- Determine and set Per-Ton Rates and evaluate the financial efficacy of operations.
- Evaluate past and expected progress towards achieving Contractor's Diversion goals and objectives.
- Provide concise and comprehensive operational information and metrics for use in fulfilling reporting requirements under Applicable Law.
- Determine needs for adjustment to programs or operations.
- Determine compliance with AB 341, AB1201, AB 1826, SB 54, SB 343, SB 1383, and all Applicable Law.
- Coordinate operational and logistical matters between Contractor and the Collection Contractor.

## 2. Monthly Reports

Contractor shall submit reports each month. Reports shall include, at a minimum, the following information for each Approved Facility, separated by material type:

1. Total number of vehicle loads Delivered by the Collection Contractor per day and a sum of total vehicle loads Delivered during the reporting period.

2. Actual Tonnage of each vehicle load Delivered by the Collection Contractor and a sum of total Tons Delivered by the Collection Contractor during the reporting period.

3. Average Tons per vehicle load Delivered by Collection Contractor during the reporting period.

4. Average Tons per day Delivered by the Collection Contractor during the reporting period.

5. Total Tons of material delivered by all Approved Facility users, by user type, during the reporting period.

6. Total Tons of material Processed during the reporting period.

7. Total Tons of City Delivered Material Diverted and the Diversion rate listed separately by each recovered material Commodity, calculated using the approved allocation method described in Exhibit I.

8. Actual vehicle Turnaround Time for each vehicle load delivered by the Collection Contractor (determined in accordance with Subsection 5.2.7 during the reporting period, upon request from the Collection Contractor or the City to resolve potential disputes for exceeding the maximum vehicle turn-around times in the Agreement).

9. Date, time, Collection Contractor truck number, and reason for Contractor rejection of any City Delivered Material vehicle loads. Note: This is in addition to the on-event reporting required for each event.

10. List of any Violations resulting in enforcement action received during the reporting period.

11. The total Tonnage of material generated in the City that is Delivered by any Facility user, including Self-Haulers, separated by material type.

12. Any operational or financial records related to Extended Producer Responsibility Programs, if any, including, but not limited to:

    - Invoices or receipts for new or retrofitted equipment or vehicles purchased to implement the Extended Producer Responsibility Program.
    - Changes to labor costs as a result of implementing the Extended Producer Responsibility Program.
    - Records of reimbursements or payments made to Contractor by the Extended Producer Responsibility Programs or Stewardship Organization.
    - Supporting documents related to the calculation used to determine costs allocated to the City versus other facility users.

Each monthly report shall be formatted to show both: (i) the previous months for the calendar year with year-to-date totals; and, (ii) the prior rolling twelve (12) month period.

## 3. Quarterly Report

Contractor shall submit a report each quarter. Reports shall include, at a minimum, the following information:

1. Tonnage of Commingled Organic Materials delivered by the City to the Approved Commingled Organic Processing Facility (Altamont CASP) and Commercial Food Scraps delivered by the City to the Approved Commercial Food Scraps Processing Facility (Altamont) in the previous quarter, based on Contractor Fastlane data.

2. Tonnage of materials delivered to the Approved Commingled Organic Materials Processing Facility (Altamont CASP), inclusive of pre-Processed material from the Approved Commercial Food Scraps Processing Facility (Altamont) in the previous quarter (all sources), based on Contractor Fastlane data.

3. The “Solid Waste for Disposal” amount reported by Altamont CASP to Recycling and Disposal Reporting System (RDRS) with regard to the previous quarter. Such material is Residue generated by the Altamont CASP that is Disposed (not used as ADC or Beneficial Reuse).

## 4. Annual Report

Contractor shall submit an annual report no later than forty-five (45) days after the end of each calendar year. The annual reports shall include, at a minimum, the following information:

1. All information required in the monthly reports, reported for the full calendar year.

2. Documentation that Contractor paid all Government Fees and taxes necessary to provide services under this Agreement in accordance with Applicable Law.

3. An Approved Disposal Facility capacity status report that identifies the remaining permitted capacity, the aggregate capacity committed to other entities through Contractor's contracts, the available, uncommitted capacity, and the estimated remaining years of Approved Disposal Facility capacity.

4. Copies of the waste evaluation reports conducted in accordance with 14 CCR Section 17409.5.7.

5. Copies of quarterly Organic Waste Disposal reports completed and submitted to the State in accordance with Subsection 4.2.C of the Agreement.

6. Copies of all RDRS Quarterly Report Summaries submitted to CalRecycle during the reporting year, including underlying supporting data.

7. A description of any advances in environmental mitigation measures; any advanced technologies utilized in the course of business; any pilot programs which test advanced technologies; any new third-party certifications for Diversion or other Facility standards; and reports on any recent, pending, or planned changes in facility permits.

8. A description of any issues, plans, and concerns related to the use of the Approved Facilities during the past year and anticipated changes for the following year, including, but not limited to, additional services provided or available, actual or anticipated need for use of Alternate Facilities, regulatory issue or concerns, permit and regulatory violations, changes in staffing, equipment, or operations related to Contractor's ability to perform under the Agreement, etc.

9. A list of all Secondary Processing Facilities used during the report year to Process, Recycle, or Compost City Delivered Materials. Such list shall include the facility's name, physical address, and the name of the Owner/facility operator.

10. Documentation of all City Delivered Materials sent to Secondary Processing Facilities, including the type of materials sent to each Secondary Processing Facility and the total Tons sent to each Secondary Processing Facility by material type.

11. An explanation of any recently adopted laws or regulations or changes to laws or regulations that Contractor expects may impact this Agreement or Contractor's operations during the Agreement Term.

12. Any State facility report, including those required under Subsection 4.2.C and Exhibit J, that Contractor submits to CalRecycle or to Contractor's RDRS coordinator. Such State facility reports

include those submitted for any of the Approved Facilities Contractor is utilizing under this Agreement. Such annual submittals shall be in accordance with Applicable Law. If these reports are available on electronic platforms, they can be incorporated by reference in the annual report.

13. A written notice confirming whether the Approved Commingled Organic Materials Processing Facility and Approved Commercial Food Scraps Processing Facility(ies) will or will not Accept and remove plastic bags when Processing Organic Materials.

14. In accordance with Subsection 5.2.2.D, a record of all compliance agreements for quarantined Organic Materials that are Disposed of, including the name of Generator (if known) or Person Delivering such material, date issued, location of final Disposition, and the amount of quarantined Organic Materials that was required to be Disposed.

# EXHIBIT E:
# INITIAL RATES FOR POST-COLLECTION SERVICES

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# EXHIBIT E
# INITIAL RATES FOR POST-COLLECTION SERVICES

**TABLE 1: INITIAL PER TON RATES**

| | | |
|---|---|---|
| **Organic Materials Processing (Commingled Organic Materials[1])** | | |
| Contractor's Component | $ | 80.00 |
| Government Fees | $ | - |
| **Total Per Ton Rate** | **$** | **80.00** |
| **Organic Materials Processing (Commercial Food Scraps[2])** | | |
| Contractor's Component | $ | 120.00 |
| Government Fees | $ | - |
| **Total Per Ton Rate** | **$** | **120.00** |
| **Organic Materials Processing (Commercial Food Scraps[3,4])** | | |
| Contractor's Component | $ | 157.88 |
| Government Fees | $ | 2.12 |
| **Total Per Ton Rate** | **$** | **160.00** |
| **Solid Waste Disposal** | | |
| Contractor's Component | $ | 29.00 |
| Government Fees | $ | 20.12 |
| **Total Per Ton Rate** | **$** | **49.12** |

[1] Includes Source Separated Yard Trimmings and holiday trees.

[2] Approved Commercial Food Scraps Processing Facility for Monday through Friday Route(s).

[3] Approved Commercial Food Scraps Processing Facility for Saturday Route(s).

[4] Alternate Commercial Food Scraps Processing Facility (Per Section 4.1.B of the Agreement).

**TABLE 2: INITIAL PER TON GOVERNMENT FEES (DISPOSAL)**

| | | |
|---|---|---|
| AB 939 Fee - State of California | $ | 1.40 |
| State Water Board Fee | $ | 0.05 |
| LEA Inspection - Alameda County | $ | 0.38 |
| Facility Fee - Alameda County | $ | 4.34 |
| HHW Fee - Alameda County | $ | 2.15 |
| Transport Planning - Alameda County | $ | 0.02 |
| Planning Fee - Alameda County | $ | 0.14 |
| Measure D Fee - Alameda County | $ | 8.23 |
| Open Space & Recycling (CUP) - Alameda County | $ | 2.46 |
| Business Tax - City of Livermore | $ | 0.95 |
| | **$** | **20.12** |

**TABLE 3: ORGANIC WASTE PROCUREMENT PER TON RATES**

| | |
|---|---|
| Per Ton Recovered Organics Waste Procurement | $13.00 |
| | **$13.00** |

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# EXHIBIT F:
# PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

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# EXHIBIT F
# PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

Except as otherwise provided in Section 10.7 of the Agreement, the City may assess Liquidated Damages in the event Contractor fails to meet specific quantifiable standards of performance in accordance with the terms and conditions of the Agreement.

The following table lists the events that constitute breaches of the Agreement's standard of performance warranting the imposition of Liquidated Damages. The table describes the incident(s) or event(s) that trigger Liquated Damages, the methods by which occurrences will principally be tracked by Contractor or the City, and the dollar amounts of Liquidated Damages that the City may assess for Contractor's failure to meet the performance requirements specified in this Agreement. In the event that the City Contract Manager determines that Contractor has failed to meet the performance standard established by this Agreement and described below, the City may assess Liquidated Damages pursuant to Section 10.6 of the Agreement. The dollar amounts of all Liquidated Damages listed in the table below shall be adjusted on July 1 of each year, in accordance with Section 8.3, by the Annual Percentage Change in the CPI-U.

# EXHIBIT F
# PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

| Event of Non-Performance | Definition | Liquidated Damage Amount |
|---|---|---|
| Failure to meet vehicle turnaround guarantees specified in Subsection 5.2.7. | Contractor shall operate the Approved Facilities such that vehicle turnaround times do not exceed the maximum vehicle turnaround time identified in Subsection 5.2.7. | For Collection Contractor vehicles:<br>$100 per vehicle delayed. |
| Failure to receive vehicles during operating hours specified in Subsection 5.2.4. | Failure of Contractor to open the Approved Facility to the Collection Contractor during operating days and hours specified in Subsection 5.2.4. | $1,000 per hour that the Approved Facility is not open to receive the Collection Contractor. |
| Failure of Contractor to separately receive, store, Transfer, or otherwise manage different streams of materials received at the Approved Facility(ies) in a manner that does not result in contamination. This would not apply to loads that have excess contamination, as set forth in Subsection 5.2.3 of the Agreement. | Failure of Contractor to separately receive, store, Transfer, or otherwise manage Commingled Organic Materials and Commercial Food Scraps that were Source Separated by the Generator or Person delivering the material and that were delivered to the Approved Facility in a manner that does not result in contamination. | $100 per Ton for each Ton of material that has been combined, mixed, or contaminated with another material stream rather than separately managed, where the total Tons per incident shall be the combined Tonnage of the two (2) or more material streams or contaminants that were combined or mixed. |
| Failure of Contractor to achieve regulatory compliance performance standards of Subsection 5.2.1. | For each Notice of Violation resulting in an enforcement action that any part of Contractor's Approved Facility(ies) receives from any regulatory body related to Contractor's responsibilities as they pertain to the operation of the Approved Facility(ies), as outlined in this Agreement. | $5,000 per month or portion thereof until the Notice of Violation is resolved. |
| Failure of Contractor to perform required SB 1383 material sampling or to properly conduct the sampling, sorting, or measurements, as required under Applicable Law. | Failure of Contractor to perform the SB 1383 material sampling, sorting, or measurements required under SB 1383. | $500 per sample not collected in a given quarter or per sample in which the sampling, sorting, or measurements were not properly conducted. |
| Timeliness of submissions of reports to the City. | Failure to submit any report on time to the City (any report shall be considered late until such time as a correct and complete report is received by the City). | $500 per day for each day a report is late, in accordance with Section 6.3. |
| Failure to make records available upon request and as required under the | Failure of Contractor to make reports and records collected and retained by Contractor accessible to | $500 per day for each day that the requested records are not available to the City in |

# EXHIBIT F
# PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

| Event of Non-Performance | Definition | Liquidated Damage Amount |
|---|---|---|
| Agreement (Section 6.2). | the City or its authorized representatives within five (5) Business Days of making a records request. | accordance with Section 6.2. |
| Failure of Contractor to notify the City of intent to use Subcontractor(s), as required under the Agreement (Section 3.3). | Failure of Contractor to notify the City anytime that a Subcontractor is used to perform any obligations of the Agreement. | $1,000 per incident that Contractor fails to notify the City of its intent to use a Subcontractor. |
| Failure of Contractor to provide an accurate written response to information requested by the City and required under the Agreement (Section 6.1). | Failure of Contractor to provide a complete and accurate written response to the City's request within the timeframe specified in the Agreement (which shall not be less than ten (10) Business Days if no timeframe is specified in the Agreement). | $500 per day for each day that the requested information is late in accordance with Section 6.1. |
| Failure of Contractor to Accept City Delivered Materials at any Approved Facility under this Agreement. | Inability of Contractor to Accept City Delivered Materials at the appropriate Approved Facility for that material type for any reason other than an event of force majeure, and without prior arrangement for use of an Alternate Facility. | $200 per Ton. |
| Failure to report use of any Secondary Processing Facility not listed in Exhibit G5. | Failure of Contractor to report use of any Secondary Processing Facility used to Process, Recycle, or Compost City Delivered Materials. | $500 per Load of material Delivered to a Secondary Processing Facility without prior notice to, and approval by, the City. |
| Delivery to Non-Approved Facility | Each individual occurrence of delivering City Delivered Materials to a facility other than the Approved or Alternate Facility(ies) designated for each material type under Article 4 of this Agreement. | $500 per failure. |
| Disposal of materials Collected for Diversion. | Each individual occurrence of Disposal of a load of Delivered Organic Materials or Recyclable Materials without Processing. | $1,000 per Load. |
| Failure to Provide Adequate Capacity. | Failure to provide adequate primary and alternate capacity to Accept and Process City Delivered Materials. | $1,000 per Day. |

# EXHIBIT F
# PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

By placing designee's initials at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of Liquidated Damage provisions of the time that the Agreement was made.

| Contractor | City |
| --- | --- |
| Initial Here: _____ | Initial Here: _____ |

# EXHIBIT G:
# RESERVED

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# EXHIBIT H:
# CORPORATE GUARANTY

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# EXHIBIT H
# CORPORATE GUARANTY

This Guaranty Agreement (this "***Guaranty***"), dated as of _____, 2025, is made and entered into by USA Waste of California, Inc., a Delaware corporation ("***Guarantor***").

**W I T N E S S E T H:**

WHEREAS, Waste Management of Alameda County, Inc., a subsidiary of Guarantor (the "***WM Subsidiary***") has entered into an Agreement between City of Dublin and Waste Management of Alameda County, Inc. for Organics and Solid Waste Post-Collection Services (the "***Agreement***") effective as of _____ with City of Dublin, California (the "***City***") pursuant to which WM Subsidiary shall perform certain solid waste services to the City and its residents; and

WHEREAS, Guarantor will directly or indirectly benefit from the Agreement;

NOW THEREFORE, in consideration of City entering into the Agreement, Guarantor hereby covenants and agrees as follows:

1. GUARANTY. Subject to the provisions hereof, Guarantor hereby irrevocably and unconditionally guarantees the timely payment when due of the financial obligations of WM Subsidiary (the "***Obligations***") to City in accordance with the Agreement. To the extent that WM Subsidiary shall fail to pay any Obligations, Guarantor shall promptly pay to City the amount due. This Guarantee shall constitute a guarantee of payment and not of collection. The liability of Guarantor under the Guarantee shall be subject to the following:

Guarantor's liability hereunder shall be and is specifically limited to payments expressly required to be made in accordance with the Agreement (even if such payments are deemed to be damages) and, except to the extent specifically provided in the Agreement, in no event shall Guarantor be subject hereunder to consequential, exemplary, equitable, loss of profits, punitive, tort, or any other damages, costs, or attorney's fees.

2. DEMANDS AND NOTICE. If WM Subsidiary fails or refuses to pay any Obligations, City shall notify WM Subsidiary in writing of the manner in which WM Subsidiary has failed to pay and demand that payment be made by WM Subsidiary. If WM Subsidiary's failure or refusal to pay continues for a period of fifteen (15) days after the date of City's notice to WM Subsidiary, and City has elected to exercise its rights under this Guarantee, City shall make a demand upon Guarantor (hereinafter referred to as a "***Payment Demand***"). A Payment Demand shall be in writing and shall reasonably and briefly specify in what manner and what amount WM Subsidiary has failed to pay and an explanation of why such payment is due, with a specific statement that City is calling upon Guarantor to pay under this Guarantee. A Payment Demand satisfying the foregoing requirements shall be deemed sufficient notice to Guarantor that it must pay the Obligations. A single written Payment Demand shall be effective as to any specific default during the continuance of such default, until WM Subsidiary or Guarantor has cured such default, and additional written demands concerning such default shall not be required until such default is cured.

3. REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants that:

(a) it is a corporation duly organized and validly existing under the laws of the State of Delaware and has the corporate power and authority to execute, deliver and carry out the terms and provisions of the Guarantee;

(b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over Guarantor is required on the part of Guarantor for the execution and delivery of this Guarantee; and

(c) this Guarantee constitutes a valid and legally binding agreement of Guarantor, except as the enforceability of this Guarantee may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

4. SETOFFS AND COUNTERCLAIMS. Without limiting Guarantor's own defenses and rights hereunder, Guarantor reserves to itself all rights, setoffs, counterclaims and other defenses to which WM Subsidiary or any other affiliate of Guarantor is or may be entitled to arising from or out of the Agreement or otherwise, except for defenses arising out of the bankruptcy, insolvency, dissolution or liquidation of WM Subsidiary.

5. AMENDMENT OF GUARANTY. No term or provision of this Guarantee shall be amended, modified, altered, waived, or supplemented except in a writing signed by the parties hereto.

6. WAIVERS. Guarantor hereby waives (a) notice of acceptance of this Guarantee; (b) presentment and demand concerning the liabilities of Guarantor, except as expressly hereinabove set forth; and (c) any right to require that any action or proceeding be brought against WM Subsidiary or any other person, or except as expressly hereinabove set forth, to require that City seek enforcement of any performance against WM Subsidiary or any other person, prior to any action against Guarantor under the terms hereof.

Except as to applicable statutes of limitation, no delay of City in the exercise of, or failure to exercise, any rights hereunder shall operate as a waiver of such rights, a waiver of any other rights or a release of Guarantor from any obligations hereunder.

Guarantor consents to the renewal, compromise, extension, acceleration or other changes in the time of payment of or other changes in the terms of the Obligations, or any part thereof or any changes or modifications to the terms of the Agreement.

7. NOTICE. Any Payment Demand, notice, request, instruction, correspondence or other document to be given hereunder by any party to another (herein collectively called "***Notice***") shall be in writing and delivered personally or mailed by certified mail, postage prepaid and return receipt requested, or by email with confirmation of delivery, as follows:

| | |
|---|---|
| To City: | City of Dublin<br>Attn: City Manager<br>100 Civic Plaza<br>Dublin, CA 94568 |
| To Guarantor: | Waste Management<br>Attn: Senior Legal Counsel<br>222 S. Mill Avenue, Suite 301<br>Tempe, AZ 85281 |

Notice given by personal delivery or mail shall be effective upon actual receipt. Notice given by email shall be effective upon receipt and confirmation of delivery. All Notices by email shall be confirmed promptly after transmission in writing by certified mail or personal delivery. Any party may change any address to which Notice is to be given to it by giving notice as provided above of such change of address.

8. MISCELLANEOUS. THIS GUARANTEE SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. This Guarantee shall be binding upon Guarantor, its successors and assigns and inure to the benefit of and be enforceable by City, its successors and assigns. Guarantor may assign this Guarantee and be released from its obligations hereunder with the consent of City, which consent shall not be unreasonably withheld. The Guarantee embodies the entire agreement and understanding between Guarantor and City and supersedes all prior agreements and understandings relating to the subject matter hereof. The headings in this Guarantee are for purposes of reference only, and shall not affect the meaning hereof. This Guarantee may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

EXECUTED as of the day and year first above written.

**USA WASTE OF CALIFORNIA, INC.**

**By:** _____
Alex Oseguera, President

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# EXHIBIT I:
# APPROVED SUBCONTRACTORS AND SECONDARY PROCESSING FACILITIES

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# EXHIBIT I
# APPROVED SUBCONTRACTORS
# AND SECONDARY PROCESSING FACILITIES

In accordance with Section 3.3 of the Agreement, the City has approved the following Subcontractors and Secondary Processing Facility(ies) to manage the specified services and otherwise assist Contractor in the performance of the requirements of this Agreement.

| Approved Secondary Processing Facility or Subcontractor | Services |
|---|---|
| Bio-Fuels Systems, Inc. | Processing of Commingled Organic Materials at the Approved Commingled Organic Materials Processing Facility and Processing of Pre-Processed Commercial Food Scraps at the Approved Commercial Food Scraps Processing Facility (Altamont)* |
| Zero Waste Energy @Davis Street, an Urbaser Project LLC | Commercial Food Scraps Processing at the Approved Commercial Food Scraps Processing Facility and Alternate Commercial Food Scraps Processing Facility** |

**Service Description provided by Contractor:**

* Bio Fuel Systems, Inc., the Subcontractor, provides essential operational support for Contractor's CASP Facility by leveraging their expertise, experience, and resources in Organic Material handling and Processing. Their responsibilities include unloading, loading, handling, and Processing Organic Materials. To fulfill these tasks, Bio Fuel Systems, Inc. supplies necessary labor, materials, equipment, including small tools, heavy machinery (grinder), and some yellow iron (loaders) as well as vehicles and supervision. Additionally, they utilize leased Contractor equipment to ensure efficient execution of the compost operation. Contractor is solely responsible for all Federal, State, and local permits and approvals necessary to allow for the operation of the Facility.

** Zero Waste Energy @Davis Street, an Urbaser Project LLC, the Subcontractor, provides essential operational support for Contractor at its Davis Street location, by Processing Organic Materials (Food Waste, Green Waste, and mixed Solid Waste Organic Materials Diverted from mixed Solid Waste Recycling) through a highly complex Organics Material Composting Facility (OMCF). This facility has robust technology that consist of rotating drum reactors and a lane turner in-vessel Composting system. Zero Waste Energy @Davis Street, an Urbaser Project LLC, support includes all necessary labor, machinery (plant equipment), heavy equipment, and movement of all material throughout the plant.

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# EXHIBIT J:
# CONTRACTOR'S PROPOSED TONNAGE AND RESIDUE ALLOCATION PLAN

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# EXHIBIT J
# CONTRACTOR'S PROPOSED TONNAGE AND RESIDUE ALLOCATION PLAN

## 1. Inbound Materials Management

Solid Waste: All inbound Solid Waste will be weighed at the Approved Disposal Facility's certified scale, attributed to the City, and invoiced based on actual Tonnage received.

Commingled Organic Materials: All inbound Commingled Organic Materials will be weighed at the Approved Commingled Organic Materials Processing Facility's certified scale, attributed to the City, and invoiced based on actual Tonnage received.

Commercial Food Scraps: All inbound Commercial Food Scraps will be weighed at the certified scale at the Approved Commercial Food Scraps Processing Facility(ies), attributed to the City, and invoiced based on actual Tonnage received.

## 2. Regulatory Compliance and Reporting

The Approved Facilities maintain records as required under applicable regulatory permits, including:

- Monthly reports on physical contamination levels and Residue removal (total facility amount, not by jurisdiction or customer).
- Documentation of compost product quantities Disposed onsite or offsite, including the reasons for such Disposal.
- Results from waste load checks, including types and amounts of prohibited materials encountered and their Disposition.

## 3. Disposal Reporting

Solid Waste: All City Delivered Materials that are Solid Waste Delivered to the Approved Disposal Facility shall be recorded as having an origin of the City and reported to the State as Disposal.

Organic Materials: At this time, Contractor represents that there is no regulatory requirement to conduct jurisdiction-specific or customer-specific contamination recording or allocating and reporting of Residue attributable to Organic Materials management. To the extent such regulations arise in the future, the Contractor shall ensure the City is not allocated any more than the City's fair share of Residue from Processing City Delivered Materials that are Organic Materials.

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HF&H CONSULTANTS, LLC
Managing Tomorrow's Resources Today

590 Ygnacio Valley Road, Suite 105
Walnut Creek, California 94596
Telephone: 925/977-6950

Northern California
Southern California
www.hfh-consultants.com

August 13, 2024

Michelle Sung
Environmental Technician
City of Dublin
100 Civic Plaza
Dublin, CA 94568

**Subject: Franchise Assignment Review – Amador Valley Industries, LLC. – FINAL REPORT**

Dear Michelle Sung:

HF&H Consultants, LLC (HF&H) is pleased to present the enclosed findings of HF&H's due diligence review (Review) conducted for the City of Dublin (City) focused on the potential assignment of the Amended and Restated Collection Service Agreement between the City and Amador Valley Industries, LLC (AVI) executed September 10, 2020 (Agreement) to Livermore Sanitation Inc., LLC (LSI), a company wholly owned by Waste Connections, Inc (Waste Connections). Although LSI is the acquirer and considered the assignee, LSI was recently acquired by Waste Connections and HF&H has focused its evaluation on Waste Connections as the parent company and the entity that owns LSI. This report presents the scope of our Review, the findings of our Review, and our recommended proposed conditions to the assignment of the Agreement based on our Review.

Sincerely,
HF&H CONSULTANTS, LLC

Rob Hilton
President

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# EXECUTIVE SUMMARY

Amador Valley Industries, LLC (AVI) desires to sell AVI's stock and other interests, including the Amended and Restated Collection Service Agreement between the City of Dublin (City) and Amador Valley Industries, LLC. executed September 10, 2020 (Agreement). AVI has proposed an assignment of AVI's rights and responsibilities associated with the Agreement (Assignment). Section 35.01 of the Agreement requires express written consent from the City for any assignment. An assignment, as defined in Section 35.03 of the Agreement, generally means any material change in the ownership of the company, including the proposed sale of AVI.

HF&H was engaged to perform a review of the proposed Assignment (Review) on behalf of the City, in accordance with Article 35 of the Agreement, including reviews of AVI and Waste Connections, and a review of the purchase agreement between AVI and Livermore Sanitation Inc., LLC (LSI), a Waste Connections company (Assignee), dated July 1, 2024. For the purposes of the review of past performance and other underlying factors surrounding qualifications, HF&H focused on AVI and Waste Connections; however, for the purposes of any recommended conditions to the Assignment, LSI would be the entity bound by all City-approved conditions, should the City decide to approve the proposed Assignment. For convenience, and unless otherwise specified, this report generally references the two companies, Waste Connections and LSI, collectively as Assignee.

In general, the Review found that the transaction would result in a change in control and governance of AVI. This report presents the City with the results of HF&H's Review, which was conducted at the request of the City to support the City in determining whether it is in the City's best interest to accept the terms of the proposed Assignment, to identify existing and potential issues that may arise as a result of any City consent to Assignment, and to provide HF&H's recommendations to eliminate issues or to decrease the likelihood of the potential issues arising.

HF&H conducted a review of AVI's performance that evaluated AVI's performance under the Agreement. HF&H's analysis, findings, and recommendations, including performance shortfalls identified, are documented in the attached AVI and City of Dublin Performance Review (Performance Review), dated July 23, 2024 (Attachment 1). On their own, the specific shortfalls identified in the Performance Review were relatively minor in nature; however, taken together, the shortfalls revealed needed improvement around administrative processes and outreach and educational requirements to support diversion performance. None of the issues identified during the Performance Review resulted in AVI being subject to liquidated damages, nor was AVI found to be in breach or default of the Agreement.

HF&H also conducted a financial review of AVI that included AVI's compensation, expenses, tonnages, and billings, consistent with Article 5 and Section 27.07 of the Agreement. HF&H's analysis, findings, and recommendations are documented in the attached Review of AVI's Compensation Memorandum (Compensation Review) dated June 6, 2024 (Attachment 2). HF&H reviewed AVI's financial statements, tonnage reports, route operation statistics, AVI's compensation and other supporting documentation and after the allowable operating ratio was applied, and HF&H recommended that the City adopt a 0.92% rate increase applied to all rates, effective July 1, 2024, in accordance with Article 5 of the Agreement.

Shortly after the execution of the Agreement, the City and AVI negotiated and reached agreement on an Amended and Restated Collection Service Agreement (SB 1383 Amendment) to ensure compliance with SB 1383. The SB 1383 Amendment was never signed by the parties; however, AVI's compensation was adjusted in July of 2022 to reflect the new obligations of the SB 1383 Amendment.

HF&H conducted a review of Waste Connections' financials and recent performance in nearby jurisdictions, and also a review of the purchase agreement between AVI and the Assignee. The financial performance of Waste Connections is generally strong and appears to be adequate to recover a reasonable return on investment and maintain ongoing operating costs, based in part on potential economies of scale that may be realized by Waste Connections consolidating their LSI and Dublin operations at a single location. HF&H also determined that Waste Connections has been assessed $783,585 in liquidated damages for their failure to perform over the past few years in nearby jurisdictions. HF&H does have concerns that Waste Connections may desire to increase margins by cutting costs that could impact operational performance under the Agreement.

To address existing and potential issues that may arise as a result of an Assignment, HF&H recommends the following items be incorporated into a new collection services agreement between the Assignee and the City (Collection Services Agreement) or otherwise satisfied or resolved prior to any City consent to the Assignment being considered:

II.A.2.a City Reimbursement: AVI received compensation to convert to a Tower database system but did not perform the conversion. The City requires repayment of the amount AVI was compensated; however, the City has expressed a willingness to reduce the amount owed by AVI to allow AVI to retain a portion of actual costs incurred to implement upgrades to AVI's system in lieu of the Tower conversion, if AVI can sufficiently document relevant costs to the satisfaction of the City. The City is under no obligation to reduce the amount owed by AVI.

**Recommendation:** The City should be paid up to $131,906.28 by AVI prior to any transaction closing.

II.B.2.b Company Name: The Assignee has represented that the only substantive and immediate change at the time of the transaction closure would be the ownership of AVI. The City has expressed a desire for the name of the company providing services to the City to remain unchanged, which provides for continuity for the City's ratepayers in knowing the name of their collection service provider.

**Recommendation:** As a condition to City consent to the Assignment, and throughout the term of the new Collection Servies Agreement, the Assignee should be required to retain the name "Amador Valley Industries".

II.B.2.a Annual Personnel Expenses: Following an acquisition, there is always a risk that the acquiring company seeks to implement cost savings measures to increase profitability and further leverage positions that are already fully leveraged. This risk increases when assignment transaction costs are not expected to be fully recovered during the remaining term of any service agreement, as is the case here. Further, it was noted during the Performance Review that some of AVI's performance shortcomings in performance were most likely due to insufficient staffing and/or vacancies. The Assignee provided an organizational chart during the Review that depicted the organizational structure of the Dublin operation, the position titles, and the minimum number of FTE(s) for each position.

**Recommendation:** The Assignee should be required to provide a complete organizational chart for the Dublin operation that includes all the required positions, the percentage of Assignee's full-time employment dedicated to Dublin, and whether

position(s) or percentages of full-time employment are considered allowable as direct costs or allocated costs such that they will be handled correctly in any future compensation adjustment.

**Recommendation:** For at least the first three years of the agreement, the Assignee should be required to provide the City with a quarterly accounting of personnel expenses for positions dedicated to the City of Dublin, in a sufficiently detailed format as approved by the City, inclusive of all paid compensation and benefits and accrued liabilities. After the initial three years, the City may consider reducing the frequency of this accounting to an annual basis, replacing the quarterly requirement.

**Recommendation:** In addition to other repayment requirements described in this report, HF&H recommends the following requirements related to personnel expenses:

i. If the annual direct and allocated spend on allowable personnel, adjusted for vacancies and any inactive but paid positions, *decreases* year-over-year, the Assignee should be required to repay the City the amount of the reduction, increased by the allowable operating ratio such that any profit calculated on unspent personnel expenses is also paid back to the City. The Assignee has already agreed to a repayment process drafted by HF&H in one of their nearby jurisdictions and HF&H would recommend a similar process be incorporated into the Assignee's new Collection Service Agreement.

ii. If the annual direct and allocated spend on allowable personnel, adjusted for vacancies and any inactive but paid positions, does not increase by at least the most recently applicable prior rate adjustment factor, for the prior year and/or if the City experiences a noticeable decline in performance and/or the provision of any services the Assignee should be required to provide the City with a written explanation on the reason(s) for the shortfall and the Assignee should be required to allow the City to conduct a more thorough review. If the review reveals that any active and dedicated positions were cut, then the Assignee should be required to reinstate and timely fill those positions and if such vacancy(ies) persist, then the Assignee should be required to repay the City following the process referenced in subsection i above.

iii. To the extent that any position vacancies persist, as defined by a continuous vacancy in any required position(s) that is greater than two months (sixty (60) calendar days), or become recurring, as defined by a filling and vacancy in the same position in any twelve-month period, the Assignee should be required to repay the City following the process referenced in subsection i above. Such repayment would be applicable where any repayment is not otherwise captured above and would be calculated as a monthly rate adjusted annually on each July 1, for any portion of a 30-day period of such vacancy(ies).

II.B.2.b New Collection Services Agreement: Absent the execution of a new Collection Services Agreement, the Assignee would be acquiring AVI's interest in the existing Agreement including compensation for the unsigned SB 1383 Amendment without an obligation to perform pursuant to the terms of the unsigned SB 1383 Amendment.

**Recommendation:** As a condition precedent to the effectiveness of any City consent to Assignment, the Assignee should be required to execute a new Collection Services Agreement with the City that is based on the SB 1383 Amendment and incorporates City-approved conditions from this Review.

II.B.2.c Processing Agreements: AVI does not currently have first-party agreements with the processor of recyclable materials or organics materials and relies on other contracts held by AVI's related affiliates and/or related affiliates' agreements with other companies. The City has expressed a desire to engage in its own first-party agreements for these services but needs assurances that the City's material will be properly handled, at no additional cost to the City, while that process is underway.

**Recommendation:** As a condition precedent to the effectiveness of any City consent to Assignment, the Assignee should be required to demonstrate, to the satisfaction of the City, that there is guaranteed processing capacity for the City's recyclable materials and organic materials through at least June 30, 2025, at a diversion performance that is equal to or greater than AVI's current processing diversion performance through its affiliates.

**Recommendation:** The Assignee should be required to meet and confer with the City prior to December 31, 2024, to discuss the most appropriate compensation methodology for the City's first-party processing service providers in the future such that the arrangement does not benefit the Assignee or cause a detriment to the City or the ratepayers.

II.C.2.a Cost Basis: Both the Agreement and the SB 1383 Amendment describe the process for future compensation reviews that are to be performed every three years. In order for such compensation reviews to accurately evaluate the Assignees' compensation, the City will need to know the Assignee's actual operating expenses to establish a baseline, and the City should have an opportunity to evaluate the accuracy of the reported expenses.

**Recommendation:** To give the City a proper cost-basis from which to evaluate compensation of the Assignee, the Assignee should be required to complete a set of cost forms, the format of which should be agreed upon by the City and the Assignee, and such forms should be required to accurately reconcile with the Assignee's financial statements for the Dublin operations after one complete rate year of Assignee's operations. Further, the City should have the right to require the Assignee to document, to the City's satisfaction, all such expenses and/or allocation methods to attribute expenses to the Assignee's services to the City.

II.D.2.a.i Leadership: The Assignee has indicated that AVI's current General Manager will not continue as General Manager under the Assignee's operation in Dublin. The Assignee has further indicated that it does not intend to have a General Manager position dedicated full time to the City and that Assignee intends to expand the responsibilities of the General Manager of Assignee's Livermore operation to also cover Dublin.

**Recommendation:** HF&H recommends the Assignee be required to reinstate a full-time dedicated General Manager position for the Dublin service agreement if the City experiences any materially negative impact in services or the provision of services to

customers or challenges with Assignee's ability to manage and perform the new Collection Services Agreement. Further, if such a requirement is triggered, HF&H recommends the City have the right to participate in the General Manager recruitment process including the ability to approve any offering of employment to a prospective candidate, and where such approval would not be unreasonably withheld.

II.D.2.a.ii Notice to City: As discussed above, the Performance Review found that some of the shortcomings in AVI's performance were most likely due to insufficient staffing and/or vacancies; and further that the City may not have been aware of such factors as they occurred or were occurring.

**Recommendation:** The Assignee should be required to notify the City in writing of any and all vacancies and fulfilment of positions providing direct services to the City within thirty (30) days of such vacancy or fulfillment. This requirement could be met affirmatively through specific notice or through a monthly reporting mechanism.

II.D.2.b.ii Local Knowledge: AVI is locally owned and operated and had a depth of localized knowledge specific to the complex regulatory environment in California. The Assignee does not appear to have the same knowledge; in fact, the California team proposed by Assignee, and identified in Assignee's organizational structure and through other documents provided for HF&H's review, are fairly new to California and the Assignee's California operations.

**Recommendation:** The Assignee should be required to either employ a new 0.5 full-time equivalent position that requires at least five years of municipal solid waste experience in California and the regulatory environment that supervises the Recycling Coordinators and reports to the General Manager or evidence to the satisfaction of the City that Assignee is capable of providing an equivalent amount of support to the Dublin operation. Further, the sufficiency of localized knowledge that would be lost in an Assignment should not be at the ratepayers' expense and so any new expenses associated with filling this knowledge gap should not be allowable in any future compensation adjustments.

# SECTION I: OVERVIEW

## A. Background

The original collection service agreement between AVI and the City was executed in 2005. The original agreement granted AVI the exclusive rights and obligations to collect residential waste and recyclable materials from single-family and multi-family dwellings, commercial service units, City service units, and Dublin Unified School District service units, and transport collected materials to designated facilities. Over the next seven years, the parties executed five amendments that included a myriad of changes to the respective obligations of the parties and the services provided under the agreement. On September 10, 2020, AVI and the City executed the Agreement that consolidated the terms of the original agreement and first five amendments as well as incorporating a new sixth amendment that extended the term of the agreement and provided for more expanded services.

In 2022, the parties began negotiating what would have been a seventh amendment to the Agreement (SB 1383 Amendment) that imposed new requirements related to AVIs support of the City's compliance

with SB 1383, the Short-Lived Climate Pollutants Reduction Strategy. The SB 1383 Amendment included requirements that enhanced AVI's public education and outreach services and reporting and made additional improvements to the substance and form of the Agreement. In anticipation of the execution of the nearly finalized SB 1383 Amendment, the City approved a rate adjustment to become effective July 1, 2022 that incorporated the requisite compensation for AVI to perform these new obligations; however, due to unforeseen circumstances and other factors, the City and AVI never signed the SB 1383 Amendment.

In December of 2022, the City initiated a review of AVI's performance and engaged HF&H to complete the Performance Review. The Performance Review evaluated AVI's performance during calendar year 2022. The final AVI and City of Dublin Performance Review dated July 23, 2024, is provided as Attachment 1 to this Review. In December of 2022, the City initiated a review of AVI's compensation and engaged HF&H to complete the Compensation Review. The Compensation Review was completed for the rate year covering July 1, 2022 through June 30, 2023. The final Review of AVI's Compensation Memorandum dated June 6, 2024, is provided as Attachment 2 to this Review.

## AVI Notifies City of Intent to Sell

On March 8, 2024, the City received formal notice from AVI of its intent to sell the company to Waste Connections, Inc., inclusive of AVI's interests in the Agreement with the City. AVI entered into a purchase agreement on July 1, 2024 to sell AVI's stock and other interests, including AVI's Agreement with the City of Dublin. Section 35.01 of the Agreement provides as follows:

> No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or in part by CONTRACTOR without the express written consent of the CITY. The CITY shall have the full discretion to approve or deny, with or without cause, any proposed or actual assignment by CONTRACTOR.

An assignment, as defined in Section 35.03 of the Agreement, generally means any material change in the ownership of the company including, pursuant to subsection 35.03.(ii):

> A sale, exchange or other transfer of outstanding common stock of CONTRACTOR to a third party provided said sale, exchange or transfer results in a change of control of CONTRACTOR (with control being defined as ownership of more than fifty percent (50%) of CONTRACTOR'S voting securities).

HF&H and the City were initially notified that AVI was proposing to sell all of AVI's stock and all other interests, including the Agreement to Waste Connections. However, upon receiving the purchase agreement for review on July 1, 2024, the purchase agreement indicated that the acquiring company is not Waste Connections (WC) but instead Livermore Sanitation Inc., a Waste Connections company.

## Assignment Review

For the purposes of the review of past performance and other underlying factors surrounding qualifications, HF&H focused our review on AVI and Waste Connections; however, for the purposes of any recommended conditions to the Assignment, LSI would be the entity bound by all City-approved conditions, should the City decide to approve the proposed Assignment. For convenience, and unless otherwise specified, this report generally references the two companies, AVI and LSI, collectively as Assignee.

The issue areas covered in this Review are as follows:

### Compliance Issue Areas (AVI)

- Implementation of all collection services and recycling programs
- Public education and outreach
- Performance consistent with the standards of performance defined in the Agreement
- Billing review
- Delivery of material to the correct facilities
- Provision of operating assets that meet the requirements of the Agreement
- Reporting
- Payment of fees

### Assignment Term Issue Areas (AVI and Waste Connections)

- Financial condition of AVI and Assignee
- Risk to the City and/or ratepayers

### Financial Condition Issue Areas (Waste Connections)

- Financial health and stability
- Return on investment
- Ability to maintain ongoing operating costs without compromising performance

### Experience and Qualification Issue Areas (AVI and Waste Connections)

- Experience and Qualifications
- Past Performance and Liquidated Damages

## B. Techniques

In addition to the Performance Review and Compensation Review, included as Attachment 1 and Attachment 2 to this Review, HF&H's Review team conducted the following activities specific to this Review:

- Initial and follow-up information requests to AVI, Waste Connections, and the City.
- Meetings and exchange of written correspondence with AVI, Waste Connections, and the City.
- Review of financial and operational data.
- Review of the executed purchase agreement between AVI and the Assignee.

## C. Limitations of the Analysis

The scope of HF&H's analysis during this Review was limited as follows:

- The information provided by AVI, Waste Connections, and/or the City to HF&H as requested to conduct the Assignment Review is accurate based on reasonableness within industry standards. However, the Assignment Review did not include independent verification of the accuracy or completeness of all of the source documents provided by AVI, Waste Connections, or the City.
- While the recommendations identify potential conditions to the Assignment, the scope of work for the assignment review did not include development of specific remedies. To the extent the City requests additional support from HF&H to incorporate the conditions into the new Collection Services Agreement that may be considered if the City consents to the Assignment, HF&H can support the City to implement solutions to the issues identified in this report.
- Other matters might have come to our attention that would have been reported to the City had we addressed additional topic areas, additional issues within topic areas, and/or performed additional procedures.

# SECTION II: FINDINGS & RECOMMENDATIONS

HF&H performed review and analysis of:

- AVI's performance and compliance with the Agreement.
- The financial health and stability of AVI and its operations.
- The financial health and stability of Waste Connections.
- The terms under which the Assignee intends to purchase AVI's stocks and other interests, including the Agreement.
- The experience and qualifications of Waste Connections in relation to its ability to perform its obligations at or above the standards defined within the Agreement.

Generally, AVI has been found to be compliant with the terms and conditions of its Agreement with the City, with some exceptions noted in the findings below and in the attached Performance Review and Compensation Review (Attachment I and Attachment II). For areas where non-compliance was documented during the performance review, AVI was notified, was given an opportunity to respond, and has either already remedied or attempted to remedy the situation and/or HF&H has made recommendations to prevent future failures to meet compliance either of AVI or of the Assignee. Particular areas of concern that arose during the performance review are related to public education, outreach, and reporting.

HF&H believes that the recommendations below should be implemented regardless of whether the City consents to the Assignment and that these recommendations should help to ensure that the City's Agreement needs are better met.

## A. Performance and Compensation Reviews

As mentioned above, prior to the City receiving notice of AVI's interest in the Assignment of the Agreement, the City had already engaged HF&H to perform both the Performance Review and the Compensation Review, which covered the vast majority of areas that would have normally been conducted as part of an assignment review. Instead, the Performance Review and Compensation Review are attached to this Review, and the outcomes of each have been incorporated into the findings and recommendations of this Review.

### 1. Findings

a. The findings from the Performance Review and of instances of AVI's non-compliance with the Agreement, as well as other potential areas of concern, are detailed in the Performance Review dated July 23, 2024, which is included as Attachment 1 to this Review.

b. The findings from the Compensation Review and the resulting compensation adjustment are detailed in the Compensation Review dated June 6, 2024, which is included as Attachment 2 to this Review.

### 2. Recommendation

HF&H recommends the following conditions be incorporated into a new Collection Services Agreement between Assignee and the City:

a. City Reimbursement: AVI received compensation to convert to a Tower database system but did not perform the conversion. The City requires repayment of the amount AVI was compensated; however, the City has expressed a willingness to reduce the amount owed by AVI to allow AVI to retain a portion of actual costs incurred to implement upgrades to AVI's system in lieu of the Tower conversion, if AVI can sufficiently document relevant costs to the satisfaction of the City. The City is under no obligation to reduce the amount owed by AVI.

   **Recommendation:** The City should be paid up to $131,906.28 by AVI prior to any transaction closing.

b. Company Name: The Assignee has represented that the only substantive and immediate change at the time of the transaction closure would be the ownership of AVI. The City has expressed a desire for the name of the company providing services to the City to remain unchanged, which provides for continuity for the City's ratepayers in knowing the name of their collection service provider.

   **Recommendation:** As a condition to City consent to the Assignment, and throughout the term of the new Collection Servies Agreement, the Assignee should be required to retain the name "Amador Valley Industries".

## B. Review of Assignment Terms

HF&H reviewed the purchase agreement between AVI and Assignee and the proposed terms of the transaction. This review, along with the review performed in Section II.C Review of Financial Condition of AVI and Waste Connections (below), is intended to assess whether the proposed Assignment, and related activities, would create undue risk to the City and/or the City's ratepayers.

### 1. Findings

a. Calculations based on the financial statements provided by AVI show AVI is in good health and meets, and should continue to meet, favorable returns based on industry standards. HF&H has concluded that the Assignee should be able to recover an adequate return on the investment without creating undue risk to the City and/or ratepayers as a result of the transaction. This conclusion is based, in part, on the Assignee leveraging economies of scale that may be realized by the consolidation of Assignee's Livermore and Dublin operations into one single location, an option that was not available to AVI. The acquisition of this book of business will allow for the Assignee to potentially benefit from any extension to the Agreement, along with the strategic benefit of being the incumbent service provider should the City wish to go out to a competitive request for proposals.

b. The Assignment being considered by the City in the Assignee's acquisition of AVI's other interests is the Assignment of the Agreement, rather than the negotiated SB 1383 Amendment that includes provisions related to SB 1383 compliance. The SB 1383 Amendment has not been executed; however, the current customer rates include increased compensation for

compliance with the unsigned SB 1383 Amendment without the corresponding obligations of the Amendment.

c. The Agreement establishes requirements for AVI to provide processing services for the City's recyclable materials and organic materials; however, HF&H discovered that the proposed transaction between the parties did not include, as part of AVI's other interests, contracts with any third-party processing service providers for the City's recyclable materials and organic materials.

## 2. Recommendations

HF&H recommends the following conditions be incorporated into a new Collection Services Agreement between Assignee and the City:

a. Annual Personnel Expenses: Following an acquisition, there is always a risk that the acquiring company seeks to implement cost savings measures to increase profitability and further leverage positions that are already fully leveraged. This risk increases when assignment transaction costs are not expected to be fully recovered during the remaining term of any service agreement, as is the case here. Further, it was noted during the Performance Review that some of AVI's performance shortcomings in performance were most likely due to insufficient staffing and/or vacancies. The Assignee provided an organizational chart during the Review that depicted the organizational structure of the Dublin operation, the position titles, and the minimum number of FTE(s) for each position.

**Recommendation:** The Assignee should be required to provide a complete organizational chart for the Dublin operation that includes all the required positions, the percentage of Assignee's full-time employment dedicated to Dublin, and whether position(s) or percentages of full-time employment are considered allowable as direct costs or allocated costs such that they will be handled correctly in any future compensation adjustment.

**Recommendation:** For at least the first three years of the agreement, the Assignee should be required to provide the City with a quarterly accounting of personnel expenses for positions dedicated to the City of Dublin, in a sufficiently detailed format as approved by the City, inclusive of all paid compensation and benefits and accrued liabilities. After the initial three years, the City may consider reducing the frequency of this accounting to an annual basis, replacing the quarterly requirement.

**Recommendation:** In addition to other repayment requirements described in this report, HF&H recommends the following requirements related to personnel expenses:

i. If the annual direct and allocated spend on allowable personnel, adjusted for vacancies and any inactive but paid positions, *decreases* year-over-year, the Assignee should be required to repay the City the amount of the reduction, increased by the allowable operating ratio such that any profit calculated on unspent personnel expenses is also paid back to the City. The Assignee has already agreed to a repayment process drafted by HF&H in one of their nearby jurisdictions and HF&H would recommend a similar process be incorporated into the Assignee's new Collection Service Agreement.

ii. If the annual direct and allocated spend on allowable personnel, adjusted for vacancies and any inactive but paid positions, does not increase by at least the most recently applicable prior rate adjustment factor, for the prior year and/or if the City experiences a noticeable decline in performance and/or the provision of any services the Assignee should be required to provide the City with a written explanation on the reason(s) for the shortfall and the Assignee should be required to allow the City to conduct a more thorough review. If the review reveals that any active and dedicated positions were cut, then the Assignee should be required to reinstate and timely fill those positions and if such vacancy(ies) persist, then the Assignee should be required to repay the City following the process referenced in subsection i above.

iii. To the extent that any position vacancies persist, as defined by a continuous vacancy in any required position(s) that is greater than two months (sixty (60) calendar days), or become recurring, as defined by a filling and vacancy in the same position in any twelve-month period, the Assignee should be required to repay the City following the process referenced in subsection i above. Such repayment would be applicable where any repayment is not otherwise captured above and would be calculated as a monthly rate adjusted annually on each July 1, for any portion of a 30-day period of such vacancy(ies).

b. New Collection Services Agreement: Absent the execution of a new Collection Services Agreement, the Assignee would be acquiring AVI's interest in the existing Agreement including compensation for the unsigned SB 1383 Amendment without an obligation to perform pursuant to the terms of the unsigned SB 1383 Amendment.

**Recommendation:** As a condition precedent to the effectiveness of any City consent to Assignment, the Assignee should be required to execute a new Collection Services Agreement with the City that is based on the SB 1383 Amendment and incorporates City-approved conditions from this Review.

c. Processing Agreements: AVI does not currently have first-party agreements with the processor of recyclable materials or organics materials and relies on other contracts held by AVI's related affiliates and/or related affiliates' agreements with other companies. The City has expressed a desire to engage in its own first-party agreements for these services but needs assurances that the City's material will be properly handled, at no additional cost to the City, while that process is underway.

**Recommendation:** As a condition precedent to the effectiveness of any City consent to Assignment, the Assignee should be required to demonstrate, to the satisfaction of the City, that there is guaranteed processing capacity for the City's recyclable materials and organic materials through at least June 30, 2025, at a diversion performance that is equal to or greater than AVI's current processing diversion performance through its affiliates.

**Recommendation:** The Assignee should be required to meet and confer with the City prior to December 31, 2024, to discuss the most appropriate compensation methodology for the City's first-party processing service providers in the future such that the arrangement does not benefit the Assignee or cause a detriment to the City or the ratepayers.

# C. Review of Financial Condition of AVI and Waste Connections

HF&H reviewed financial statements and other financial materials from both AVI and Waste Connections to determine the financial health and stability of both. This included the review of both companies' income statements and balance sheets and then documenting key financial ratios. HF&H compared these financial ratios to benchmarks for companies of similar size within the solid waste industry. Based on this review and the information obtained during Section II.B (above), HF&H provides the results of our analysis and opinion on whether the individual financial performance of the company is adequate to recover a reasonable return on the Assignee's investment, and whether Assignee can maintain ongoing operating costs without compromising operational performance under the Agreement.

HF&H calculated five financial ratios as described below:

**Current Ratio:** The current ratio roughly measures a company's ability to pay its current obligations. It is a measure of liquidity; the higher the ratio, the more liquid. It is calculated as the Total Current Assets / Total Current Liabilities.

**Quick Ratio:** The quick ratio is a more conservative measure than the current ratio to measure a company's ability to pay its obligations using only the most liquid assets. The higher the ratio, the more liquid. It is calculated as (Cash + Accounts Receivable) / Total Current Liabilities.

**Debt to Equity Ratio:** The debt to equity ratio measures the relationship between capital contributed by creditors and capital contributed by owners. A low ratio indicates greater financial safety and borrowing flexibility. It is calculated as Total Liabilities / Owners Equity.

**Current Debt to Worth Ratio:** The current debt to worth ratio expresses the relationship between capital contributed by owners and current capital contributed by creditors. The lower the ratio, the more easily it can cover or meet its debt obligation without having to sell a lot of assets. It is calculated as Current Liabilities / Net Worth

**Profit Margin:** The profit margin calculation measures a company's return on total sales. The higher the margin, the more return on its operations. It is calculated as Profit Before Taxes / Total Sales.

## 1. Findings

a. HF&H performed financial analysis against industry benchmarks. While liquidity metrics are more favorable for AVI, Waste Connections' size and their access to financing helps mitigate these concerns.

b. The financial performance of Waste Connections appears to be adequate to recover a reasonable return on investment and maintain ongoing operating costs based on potential economies of scale that may be realized by Waste Connections when consolidating their LSI and Dublin operations at a single location. HF&H does have concerns that Waste Connections may desire to increase margins by cutting costs that could impact operational performance under the Agreement.

**Figure 1: Financial Ratio Benchmarking – AVI**

| | | Reporting Year | | Ratios as Compared to Industry |
|---|---|---|---|---|
| Type of Ratio | Measurement | 2023 | Industry 2022-23[1] | 2023 |
| **Liquidity** | Current Ratio | 3.99 | **1.30** | More Favorable |
| | Quick Ratio | 3.99 | **1.10** | More Favorable |
| **Capital Structure** | Debt to Equity Ratio | 0.71 | **3.00** | More Favorable |
| | Current Debt to Worth | 0.27 | **0.50** | More Favorable |
| **Operating** | Profit Margin | 0.15 | **5.70%** | More Favorable |

[1AVI] *RMAU ID: Solid Waste Collection Financial Ratio Benchmarks for sales equal to or greater than $25M.*

**Figure 2: Financial Ratio Benchmarking – Waste Connections**

| | | Reporting Year | | Ratios as Compared to Industry |
|---|---|---|---|---|
| Type of Ratio | Measurement | 2023 | Industry 2022-23[1] | 2023 |
| **Liquidity** | Current Ratio | 0.68 | **1.30** | Less Favorable |
| | Quick Ratio | 0.57 | **1.10** | Less Favorable |
| **Capital Structure** | Debt to Equity Ratio | 1.33 | **3.00** | More Favorable |
| | Current Debt to Worth | 0.22 | **0.50** | More Favorable |
| **Operating** | Profit Margin | 12.26% | **5.70%** | More Favorable |

[1WC] *RMAU ID: Solid Waste Collection Financial Ratio Benchmarks for sales equal to or greater than $25M.*

## 2. Recommendation

HF&H recommends the following condition be incorporated into a new Collection Services Agreement between Assignee and the City:

a. Cost Basis: Both the Agreement and the SB 1383 Amendment describe the process for future compensation reviews that are to be performed every three years. In order for such compensation reviews to accurately evaluate the Assignees' compensation, the City will need to know the Assignee's actual operating expenses to establish a baseline, and the City should have an opportunity to evaluate the accuracy of the reported expenses.

**Recommendation:** To give the City a proper cost-basis from which to evaluate compensation of the Assignee, the Assignee should be required to complete a set of cost forms, the format of which should be agreed upon by the City and the Assignee,

and such forms should be required to accurately reconcile with the Assignee's financial statements for the Dublin operations after one complete rate year of Assignee's operations. Further, the City should have the right to require the Assignee to document, to the City's satisfaction, all such expenses and/or allocation methods to attribute expenses to the Assignee's services to the City.

# D. Review of Experience and Qualifications of Waste Connections

In order to determine Waste Connections' ability to perform at or above the current standard of service, HF&H reviewed information regarding Waste Connection's experience, qualifications, and performance. The experience and qualifications review included an evaluation of biographies, case studies, organizational charts, and other documents provided by the Assignee. This Review also included a review of liquidated damages assessed against Waste Connection.

## 1. Findings

### a. Experience and Qualifications

i. Waste Connections is a publicly traded waste management company founded in 1997 that provides "non-hazardous waste collection, transfer and disposal services, including by rail, along with resource recovery primarily through recycling and renewable fuels generation…[and] serves more than eight million residential, commercial and industrial customers in mostly exclusive and secondary markets across 44 states in the U.S. and six provinces in Canada." Waste Connections indicated they provide services in approximately 50 municipalities in California, including in the greater San Francisco Bay Area, and most recently completed the acquisition of Livermore Sanitation Inc. (LSI) in December of 2022.

ii. Waste Connections has stated their intention to retain "almost all of the existing AVI employees…specifically, all drivers, customer service and outreach personnel," however, each of those employees has the ultimate discretion about their choice to remain employed and it is important that Waste Connections maintains a work environment that encourages those valued employees to stay. Waste Connections indicated many of AVI's employees are members of Teamsters Local 70 and Waste Connections indicated their commitment to abide by the terms of the current collective bargaining agreement (CBA) honoring the seniority and compensation arrangements, including the same union healthcare benefits. Waste Connections indicated the LSI employees are likewise represented by Teamsters Local 70, so HF&H further inquired about how Waste Connections intended to honor the terms of the CBA for AVI employees when Waste Connections consolidates the AVI and LSI shops at the LSI facility in the near future. Waste Connections has further stated they are "not retaining any leadership personnel from AVI" and that they have prepared their management team from their LSI operation to absorb the new employees.

### b. Past Performance and Liquidated Damages

i. AVI's performance review outlines the areas of concern with their compliance with the terms and conditions of the Agreement during the review period (please refer to Attachment 1 for further details). HF&H found that AVI had no liquidated damages assessed or issues where they were otherwise notified of a breach of the terms of their Agreement.

ii. Waste Connections has been assessed $783,585 in liquidated damages for their failure to perform across five different jurisdictions under two separate agreements. These failures fell into four key performance areas that we know are important to the City: 1) recurring issues with missed collections, 2) failure to meet diversion standards, 3) failure to perform the required outreach and education activities, and 4) failure to meet the minimum requirements to provide technical assistance.

## 2. Recommendations

### a. Experience and Qualifications

HF&H recommends the following conditions be incorporated into a new Collection Services Agreement between Assignee and the City:

i. Leadership: The Assignee has indicated that AVI's current General Manager will not continue as General Manager under the Assignee's operation in Dublin. The Assignee has further indicated that it does not intend to have a General Manager position dedicated full time to the City and that Assignee intends to expand the responsibilities of the General Manager of Assignee's Livermore operation to also cover Dublin.

> **Recommendation:** HF&H recommends the Assignee be required to reinstate a full-time dedicated General Manager position for the Dublin service agreement if the City experiences any materially negative impact in services or the provision of services to customers or challenges with Assignee's ability to manage and perform the new Collection Services Agreement. Further, if such a requirement is triggered, HF&H recommends the City have the right to participate in the General Manager recruitment process including the ability to approve any offering of employment to a prospective candidate, and where such approval would not be unreasonably withheld.

ii. Notice to City: As discussed above, the Performance Review found that some of the shortcomings in AVI's performance were most likely due to insufficient staffing and/or vacancies; and further that the City may not have been aware of such factors as they occurred or were occurring.

> **Recommendation:** The Assignee should be required to notify the City in writing of any and all vacancies and fulfilment of positions providing direct services to the City within thirty (30) days of such vacancy or fulfillment. This requirement could be met affirmatively through specific notice or through a monthly reporting mechanism.

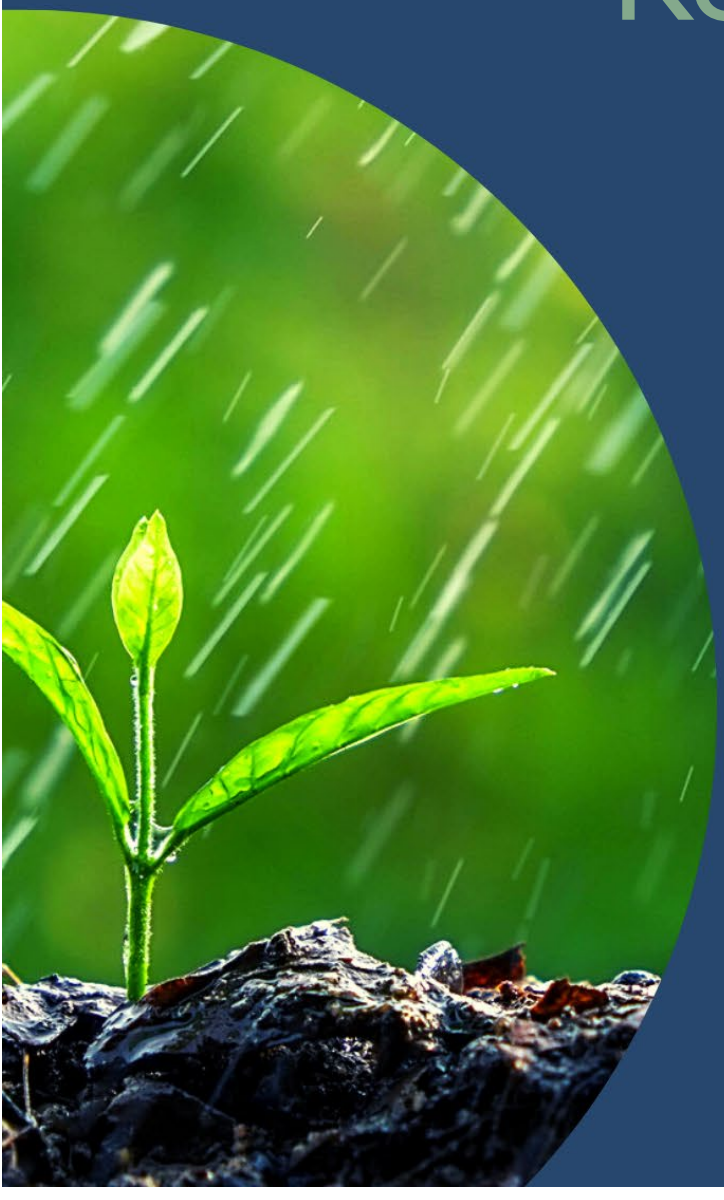
### b. Past Performance and Liquidated Damages

HF&H recommends the following conditions be incorporated into a new Collection Services Agreement between Assignee and the City:

ii. Local Knowledge: AVI is locally owned and operated and had a depth of localized knowledge specific to the complex regulatory environment in California. The Assignee does not appear to have the same knowledge; in fact, the California team proposed by Assignee, and identified in Assignee's organizational structure and through other documents provided for HF&H's review, are fairly new to California and the Assignee's California operations.

**Recommendation:** The Assignee should be required to either employ a new 0.5 full-time equivalent position that requires at least five years of municipal solid waste experience in California and the regulatory environment that supervises the Recycling Coordinators and reports to the General Manager or evidence to the satisfaction of the City that Assignee is capable of providing an equivalent level of support to the Dublin operation. Further, the sufficiency of localized knowledge that would be lost in an Assignment should not be at the ratepayers' expense and so any new expenses associated with filling this knowledge gap should not be allowable in any future compensation adjustments.

# Attachment 1: AVI Performance Review




HF&H

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July 23, 2024

Michelle Sung
Environmental Technician
City of Dublin
100 Civic Plaza
Dublin, CA 94568

**Subject: AVI and City of Dublin Performance Review – FINAL REPORT**

Dear Michelle Sung,

HF&H Consultants, LLC (HF&H) provides the enclosed report on our due diligence audit and performance review (Review) of the performance of Amador Valley Industries, LLC (AVI) during calendar year 2022. HF&H evaluated AVI's performance under: 1) the signed and executed Amended and Restated Collection Service Agreement (6th Amendment), between the City of Dublin (City) and AVI, and 2) the negotiated and unsigned Amended and Restated Collection Service Agreement (SB 1383 Amendment), for which AVI began receiving increased compensation beginning July 1, 2022 to meet the increased obligations under SB 1383. This report presents the scope of our due diligence review, the findings of our review, proposed conditions to the performance of AVI based on our review, and our recommendations.

Sincerely,
HF&H CONSULTANTS, LLC

Rob Hilton
President

Dave Hilton
Senior Project Manager

Sincerely,
HF&H CONSULTANTS, LLC

# EXECUTIVE SUMMARY

HF&H was engaged by the City of Dublin to complete a Performance Review (Review) of AVI in accordance with the Franchise Agreement(s), including the executed Amended and Restated Collection Service Agreement dated September 10, 2020 (6th Amendment) as well the negotiated but unsigned Amended and Restated Collection Service Agreement (SB 1383 Amendment) for which AVI was compensated. The period of this Review was for calendar year 2022 in order to review the most recently completed calendar year for ease of quarterly and calendar year annual report reviews. Additionally, this period was selected in order to review both the period prior to, and after, July 1, 2022, when compensation adjustments were made in order to implement new services in accordance with the SB 1383 Amendment.

HF&H performed the Review and analysis of AVI's performance and compliance with the 6th Amendment and the SB 1383 Amendment in five key areas. The requirements and relevant sections of each Amendment and HF&H's determination of compliance are summarized in the table below and the narrative immediately following the table, with the remainder of the report describing what was reviewed and the basis used to determine compliance.

| | Determination of Compliance | |
|---|---|---|
| **Requirement – Amendment/Agreement Section** | **SB1383 Amendment** | **6th Amendment 2020** |
| **Customer Service** | | |
| Customer Service Log – Exhibit D, Section 2.C / Section 18.04.4 | Partial Compliance | Partial Compliance |
| Office Hours – Section 15.01 | Compliant w/ City OK | Compliant w/ City OK |
| Website - Section 15.01.5 | Partial Compliance | Partial Compliance |
| **Public Education and Outreach** | | |
| AVI Public Education Plan – Exhibit 8.1 | Partial Compliance | Partial Compliance |
| Compost Give-Back – Section 16.04 | Partial Compliance | Partial Compliance |
| Compost for City – Section 16.04.1 | Not Compliant | Not Compliant |
| HHW Event Ad – Exhibit B4.8.D / Section 11.08.1 | Partial Compliance | Partial Compliance |
| Public School Recycling Bins – Section 16.02.3 | Not Compliant | Not Compliant |
| Go Green Initiative – Section 16.02.2 | Partial Compliance | Partial Compliance |
| Residential Education – Exhibit 8 | Partial Compliance | Partial Compliance |
| Manage/Promote Service (Large Item) – Ex. B1.5 / Section 8.07.3 | Not Compliant | Not Compliant |
| Annual Collection Service – Section 16.03 / Section 8.07.3 | Not Compliant | Not Compliant |
| MFD HHW Collection Boxes – Section 3.07.11 | Partial Compliance | *N/A* |
| MFD Collection Service Notices – Section 16.03 | Partial Compliance | Partial Compliance |
| Commercial Waste Audits – Section 10.02 | Not Compliant | Not Compliant |
| Organic Waste Containers – Section 3.07.12 / Section 3.07.10 | Not Compliant (Ctrl) | Not Compliant |
| **Diversion** | | |
| Diversion Requirements – Section 6.01 | Not Compliant | Compliant |
| **Reporting Standards** | | |
| Monthly Reports – Exhibit D2 / Section 18.04 | Partial Compliance | Partial Compliance |
| Quarterly Reports – Exhibit D3 / Section 18.05 | Partial Compliance | Compliant |
| Annual Reports – Exhibit D4 / Section 18.06 | Partial Compliance | Compliant |
| **Notification Procedures** | | |
| Due Date – Section 18.03 | Partial Compliance | Partial Compliance |

## Customer Service

**Findings**: HF&H's review of AVI's performance and adherence to customer service requirements suggested AVI has largely been properly documenting and reporting customer complaints in accordance with the 6th Amendment; however, the review revealed that AVI was not properly

documenting and reporting customer complaints in accordance with the SB 1383 Amendment related to SB 1383 compliance.

**Recommendations**: HF&H recommends AVI review the reporting requirements detailed in the 6th Amendment as well as the additional requirements in the SB 1383 Amendment to identify the requirements and proactively manage customer service compliance to ensure Agreement standards are met.

## Public Education and Outreach/Technical Assistance

**Findings**: HF&H's review of AVI's performance of public education and outreach activities, which included multiple sections and obligations in both the 6th Amendment and the SB 1383 Amendment, revealed each section reviewed had several requirements that were not being met.

**Recommendations**: HF&H recommends AVI align the framework of each Public Education and Outreach Plan (PEOP) with each specific requirement of the then-current Agreement to more clearly demonstrate the requirements are met and that the City and AVI develop quantitative metrics to establish what success means with regard to reaching outreach requirements.

## Diversion and Facility Operations

**Findings**: HF&H's review of AVI's performance for Diversion and Facility Operations found that while AVI is in compliance with the use of approved facilities, it does not appear that AVI is on track to meet its diversion goals outlined in the SB 1383 Amendment.

**Recommendations**: HF&H recommends the City meet and confer with AVI to establish expectations around programs and outreach to achieve the diversion requirements stated in the 6th Amendment and SB 1383 Amendment moving forward.

## Reports and Records

**Findings**: HF&H's review of AVI's performance regarding the submittal of recurring reports in both the 6th Amendment and the SB1383 Amendment revealed that timelines were missed on numerous occasions. HF&H's review of AVI's quarterly reports also revealed that AVI is not meeting the 50% diversion rate requirement prescribed in the SB 1383 Amendment.

**Recommendations**: HF&H recommends AVI submit a new template for the City to review and approve that cites and clearly identifies each reporting requirement under the SB 1383 Amendment. Any requirements left out from the 6th Amendment in the current reporting templates should be noted and included in the new template.

## Notification Procedures

**Findings**: HF&H reviewed relevant materials on AVI staff, supervisors, and management internal protocols for monitoring AVI's compliance with the requirements of the 6th Amendment and found that AVI is in compliance with regard to solving complaints within the number of days allowed.

**Recommendations**: The City should continue to ensure that AVI is in compliance with the SB 1383 Amendment. This includes timeliness of information request and any upon request material.

## Limitations of the Analysis

The scope of HF&H's analysis was limited as follows:

A. HF&H's Review is different in scope than an audit of financial statements; such audits are performed by the independent certified public accountants retained by AVI.

B. While the recommendations identify potential areas for improvement, the scope of work for the Review did not include development of specific remedies other than those incorporated into the amendments already under consideration and this report.

# PERFORMANCE REVIEW

## 1. Customer Service Analysis

The 6th Amendment and SB 1383 Amendment both establish specific performance standards on customer service, which must be performed by AVI. The SB 1383 Agreement included the same requirements as the 6th Amendment, as well as adding reporting requirements based on SB 1383 regulations such as complaints and detailed documentation on resolutions involving SB 1383 non-compliance. HF&H reviewed the 2022 quarterly reports, and more specifically, the customer service report to verify compliance with service quality, reliability, and customer service performance standards.

### Findings

HF&H found that AVI is generally compliant with the customer service requirements, with the following exceptions:

- HF&H requested detailed data from AVI's customer service log (Exhibit D, Section 2.C. of the SB 1383 Amendment). AVI did not provide a detailed list with the following information, that is required as part of the 6th Amendment: a summary of the type of complaints (e.g., missed pickups, scheduled cleanups, billing concerns, damage claims, SB 1383 non-compliance), number of complaints, complaint logs, the resolution of each complaint, including the timestamp of complaints and/or resolutions that may be seen on workorders. In accordance with Section 15.01.3 and 18.04.4 a customer call log should be provided upon request of the City. These requirements are part of the 6th Amendment and expanded in the SB 1383 Amendment to include SB 1383 non-compliance checks. In their response to the draft performance review report, AVI stated that their staff uses a City-approved template where the information requested in the template is provided on a monthly basis, however, did not provide any additional information documenting the template was approved by the City. To address these concerns, the City has agreed to provide AVI a template to use starting on the first day of the calendar month following the date the template is provided to AVI that will be considered compliant with the then-current reporting requirements.
- HF&H requested clarification from AVI on the operating hours for the local office. AVI confirmed that AVI's office closes at 5:00 p.m., whereas Section 15.01 in the 6th Amendment requires the office be open until 6:00 p.m. The City has since confirmed that the closing time of 5:00 p.m. is acceptable. HF&H requested information on AVI's response to missed calls and whether postcards sent to customers after three attempts. AVI validated that postcards are not sent, but proper protocols addressing missed calls are conducted in accordance with Section 15.01.4 of the 6th Amendment and SB 1383 Amendment.
- HF&H requested information on AVI's training protocols for customer service representatives. AVI stated that they are working to update their training protocols to include training customer service representatives on common items and behaviors around the compost stream.
- HF&H reviewed AVI's website and it does not have a frequently asked questions section or map for collection schedule, as required by Section 15.01.5 of the 6th Amendment and SB 1383 Amendment.

### Recommendations

HF&H recommends AVI review the 6th Amendment as well as the SB 1383 Amendment to identify the requirements and proactively manage customer service compliance to ensure Agreement standards are

met. AVI needs to ensure that their website and physical office are in compliance with the office hours and other standards stated in the 6th Amendment and should only deviate with express written permission from the City. HF&H recommends the City provide AVI with a reporting template that is compliant with the 6th Amendment and SB 1383 Amendment on the date the template is provided for AVI's use; provided, however, that the City makes no representations or guarantees that the report template will remain compliant if AVI makes any modifications, if the City requests additional information be reported, or any reporting requirements are included in the future. Additionally, HF&H recommends that the SB 1383 Amendment be updated to reflect any changes such as office hours that have been agreed upon, to ensure that AVI is in compliance with the contract.

HF&H recommends that AVI review the SB 1383 Amendment to proactively report SB 1383 complaints and non-compliances. AVI needs to document, at a minimum, for each complaint received: name and contact information of the complainant, if the incident is not submitted anonymously; identity of the alleged violator, if known; description of the alleged violation, including location(s) and all other relevant factors known; identity of any witnesses, if known; and, if requested by the City pursuant to Section 21.01.4, the date the Contractor conducted additional outreach or investigated the complaint (if applicable); documentation of the findings of the investigation; and, any photographic evidence collected during the investigation. Contractor shall include copies of all related reports submitted by Contractor to the City in accordance with Section 21.01.4 for the SB 1383 Amendment.

## 2. Public Education and Outreach Analysis

The SB 1383 Amendment establishes specific public education and outreach requirements to be performed by AVI. HF&H has crossed referenced the SB 1383 Amendment with the 6th Amendment to note where any requirements are or are not applied in both. This part of the Review was broken into nine separate sections:

1. Administrative requirements
2. Website
3. Special events
4. Schools
5. Single-family
6. Multi-family
7. Commercial
8. City facility
9. Upon request

For each section, HF&H reviewed newsletters, guides, Public Education and Outreach Annual Plans (PEOPs), monthly reports, and annual reports from 2022 that were submitted by AVI. Quarterly reports were used to identify the number of engagements AVI had with customers to offer educational and/or technical support, as well as to identify the number of non-collection tags that were distributed. Additionally, quarterly reports were cross-referenced with the PEOPs to ensure deliverables were met.

## Findings

**Administrative Requirements**

- Per Exhibit 8 of the both the SB 1383 Amendment t and the 6th Amendment, AVI's education and outreach messaging plan focuses on introducing new programs to residents and businesses, as well as increasing awareness of the need to reduce, reuse, and recycle, and the importance of buying recycled content products. The residential, multi-family and commercial plans had no messaging on the importance of buying recycled content products with the latter two plans omitted the correct setout instructions.
- AVI's program related information in public education and outreach materials was deficient as it did not include required messaging around junk mail reduction, grass recycling, or backyard composting in accordance with both the 6th Amendment and the SB 1383 Amendment.

**Website Activities**

- AVI met the requirements for hosting and maintaining a website, per the 6th Amendment and the SB 1383 Amendment.
- During the 2022 review period, AVI did not meet the requirements for posting residential rates on the website per the 6th Amendment and the SB 1383 Amendment. Residential rates have since been updated on the website four months after rates came into effect (completed December 2023).

**Special Events Education and Outreach Activities**

- Pursuant to Section 16.04 of the 6th Amendment and the SB 1383 Amendment, "AVI shall make available up to ten percent (10%) of the Compost and Mulch product (based on the weight of Organic Waste Collected of the previous year) to the City in the following categories: (i) bulk Compost and Mulch for use in City parks and City facilities; and (ii) bulk Compost and Mulch for distribution to City residents at one (1) recurring annual Compost give-away event." HF&H determined that AVI had not been proactively tracking or reporting on the Compost or Mulch product that was required to be made available to the City, however, AVI did provide internal tracking information which documented one event held on June 18, where forty-four cubic yards were given away which was the amount requested by the City. AVI and the City agree that Compost and Mulch product has been provided when requested and the City has requested AVI begin more complete reporting on the amount of Compost and Mulch product available to the City and the amount of Compost and Mulch provided upon City request.
- Exhibit B4.8.D of the SB 1383 Amendment states AVI shall prepare and pay for publication of all advertisements and public announcements regarding HHW events. As part of HF&H's initial request, AVI provided only a sample drop-off day postcard for 2023. After AVI reviewed the draft performance review report, AVI sent a postcard for the 6/18/2022 event that was during the correct period. AVI did not provide a mailing date or customer list for review as CleanEarth is responsible for scheduling and mailing the postcards.

**Schools Education and Outreach Activities**

- Section 16.02.3 of the SB 1383 Amendment and 6th Amendment state that AVI shall provide public schools with a standardized classroom recycling bin for every classroom and office in the district that is imprinted with the logo of the school district and the words "Dublin Schools Recycle." AVI

has not provided information regarding the recycling bins program at Dublin schools for 2022. In their response to the draft performance review report, AVI stated that the schools were not interested in participating, however, no documentation was provided, and AVI asserted there is no contract requirement to continue to offer the program continually since 2005. While the City indicated they do not agree with AVI's interpretation of this provision, the City is agreeable to removing this requirement.

- Section 16.02.2 of the SB 1383 Amendment and 6th Amendment state that AVI shall work with the City's public school district to implement the "Go Green Initiative," as part of its public education programs. AVI provides education and outreach to City schools through planned programs and upon request activities. The 2022 school education program was partially met. AVI continued to collaborate with the school district and attended a meeting with all sites to survey the current waste program and needs. However, site visits and outreach activities were not properly documented due to a recycling coordinator staffing change.

**Single Family Education and Outreach Activities**

- Exhibit 8.2.B of the SB 1383 Amendment and Exhibit 8 of the 6th Amendment state that single family newsletters for quarters one through four are available online. AVI did not include frequently asked questions (and answers), status reports on diversion levels, information regarding what is being done with the recyclables collected, or information about hard-to-market materials.
- Exhibit B1.5 of the SB 1383 Amendment and Section 8.07.3 of the 6th Amendment state "Contractor shall promote, manage, staff, operate and administer the Large Item Collection Service in a manner designed to encourage its wide use by Residential occupants." HF&H reviewed and was not able to find any advertisements or other related promotional information regarding the large item collection service in the newsletters.

**Multi Family Education and Outreach Activities**

- Section 16.03 of the SB 1383 Amendment and Section 8.07.3 of the 6th Amendment both require AVI to provide annual collection service notices and manage and promote their services. HF&H requested the program notification direct mailing, distribution date, and distribution list or quantities of flyers and service notices. AVI was not able to provide this information.
- Section 3.07.11 of the SB 1383 Amendment states information is to be made available on the AVI website regarding the multi-family household battery collection boxes. No information on household battery collection boxes was made available on AVI's website. AVI provided quarter two through four 2022 newsletters on their website, with only the quarter two newsletter containing information on battery collection. HF&H noted the quarter one's newsletter was not available on AVI's website. While this requirement is not part of the 6th Amendment, it is a requirement under the SB1383 Amendment.
- Section 16.03 of both Amendments states each calendar year during the term of this agreement, the Contractor shall publish and distribute separate notices to all MFD Service Units regarding the MFD Collection Service programs. AVI was able to provide information on multi-family recycling door hangers and flyers regarding regular pickup reminders, bulky item pick up, and recycling but it was not clear to HF&H how, when, and in what quantity hangers/flyers were distributed. Information on distribution of door hangers and flyers are included in the quarterly report, if any, for the reporting period.

**Commercial Education and Outreach Activities**

- Section 10.02 of the SB 1383 Amendment and the 6th Amendment both state "CONTRACTOR'S full-time Recycling Coordinator shall develop an annual Commercial Waste audit plan and submit the plan to the CITY for review no later than July 1, annually. At a minimum, the plan shall include the audit of at least two (2) and as many as five (5) Commercial Service Units per day depending on the needs of the commercial community, averaging a minimum of forty-four (44) per month." HF&H reviewed the records of commercial waste audits and found that AVI did not meet the requirements for at least two and as many as five commercial service units per day. AVI reported challenges in meeting the quarterly auditing and outreach targets due to a staffing change in the recycling coordinator role, but AVI was compensated for the position and to perform this work despite any turnover and/or vacancies.
- Section 3.07.12 of the SB 1383 Amendment and Section 3.07.10 of the 6th Amendment both state AVI and the City shall work cooperatively to implement ongoing educational and operational changes to reduce customers' use of compostable plastic bags along with other contamination in the commercial organic materials. AVI did not provide information to demonstrate compliance with regard to compostable plastics.

**Upon Request**

- HF&H requested information from the City regarding AVI's submittal of information related to upon request activities. The City stated that AVI has been responsive to City requests for information, but that certain requests, such as tonnage and subscription data, take longer. The current agreement does not establish a time frame of when requested data should be received, but in the SB 1383 Amendment, new language has been included to specify submission dates of reports and response time of requested data.

## Recommendations

HF&H recommends AVI align each Public Education and Outreach Annual Plan (PEOP) with the specific requirements of the Agreement in order to more clearly identify compliance with the required components of the PEOPs.

HF&H recommends the City regularly review the time of submission of PEOP to ensure requirements are met. HF&H also recommends that AVI work with the City to more proactively communicate when AVI is planning and holding events related to public education and outreach requirements.

HF&H recommends that AVI should offer programs to schools as required by both the 6th Amendment and the SB1383 Amendment. If the schools decline these services, AVI should document the reason why and continue to offer annually. AVI should regularly meet with the City to discuss how to better understand trends and how to further support school programs.

HF&H recommends the City and AVI meet and discuss priorities around campaigns and outreach to put forward awareness of the HHW and battery program.

HF&H recommends that metrics be developed as part of each PEOP for measuring the success of the education and outreach programs provided by AVI and include a section within each quarterly report that compares AVI's performance against these metrics. These metrics may include, for example, increased diversion program participation in response to various targeted education and outreach campaigns.

Finally, HF&H recommends the City evaluate whether AVI has fulfilled all of its obligations under the both the 6th Amendment and the SB 1383 Amendment related to education and outreach activities and whether more explicit budgets and activities need to be identified and reviewed to ensure AVI completes these specific activities or consider whether the City should remove the obligations and compensation for these services and bring the services in house or find another contractor to perform them.

## 3. Diversion and Facilities Use Analysis

HF&H reviewed AVI's quarterly reports from 2022. Section 6.01 of the 6th Amendment states "Contractor shall use commercially reasonable efforts to achieve the following minimum annual Diversion rates by the Agreement Year beginning July 1, 2025," which is also required under the SB1383 Amendment." With 75% by 2025 diversion from Single-Family, Multi-Family, and Commercial customers being the target, based on the diversion numbers below it does not appear that AVI is trending in the direction to achieve these diversion goals.

### Findings

**Table 1: HF&H Diversion Review**

| Reports | 75% Reached? | Diversion % | Comments |
|---|---|---|---|
| **CY Q1 2022** | No | 41.72% | RES 49%, COM 32% |
| **January 2022** | No | 42.51% | RES 49%, COM 32% |
| **February 2022** | No | 41.44% | RES 48%, COM 32% |
| **March 2022** | No | 41.18% | RES 48%, COM 31% |
| | | | |
| **Q2 2022** | No | 41.94% | RES 49%, COM 32% |
| **April 2022** | No | 42.57% | RES 50%, COM 32% |
| **May 2022** | No | 41.91% | RES 48%, COM 33% |
| **June 2022** | No | 41.35% | RES 48%, COM 33% |
| | | | |
| **Q3 2022** | No | 41.09% | RES 48%, COM 32% |
| **July 2022** | No | 41.58% | RES 48%, COM 33% |
| **August 2022** | No | 41.07% | RES 48%, COM 32% |
| **September 2022** | No | 40.65% | RES 47%, COM 32% |
| | | | |
| **Q4 2022** | No | 41.25% | RES 47%, COM 33% |
| **October 2022** | No | 39.67% | RES 45%, COM 32% |
| **November 2022** | No | 41.37% | RES 47%, COM 33% |
| **December 2022** | No | 42.59% | RES 50%, COM 33% |
| | | | |
| **CY Annual 2022** | No | 42.96% | RES 48%, COM 32% |
| **FY Annual 2022** | No | 42.19% | RES 49%, COM 32% |

**Diversion**

- The average diversion rate of the residential sector is 48% while commercial/multi-family was lower at 32%. Based on this data, it does not appear that AVI is on track to achieve the diversion goal of 75% diversion by the Agreement Year beginning July 1, 2025, as required in both the 6th Amendment and the SB1383 Amendment.

**Facility**

- AVI is in compliance with the facilities listed in the 6th Amendment and SB 1383 Amendment based on review of weight tickets. AVI disposes of solid waste at Altamont Landfill. AVI processes organic materials at Blossom Valley. AVI recyclables are sent to the Alameda County Recovery Facility

located in San Leandro. Material tonnages disposed at which facilities are not listed in the monthly, quarterly, or annual reports for CY 2022.

**Weight Tickets**

- HF&H randomly selected 40 scale tickets to review. HF&H requested invoices to confirm the correct rate was charged per the rate sheets. No incorrect billing was found.

### Recommendation

AVI must meet the minimum diversion rate stated in the 6th Amendment and SB 1383 Amendment and work with the City to develop a compliance plan to ensure AVI meets the requirement. HF&H recommends the City meet with AVI to re-establish expectations around programs and outreach to achieve the diversion requirements stated in the 6th Amendment and SB 1383 Amendment, including establishing quantitative performance measures around the annual PEOP. It may be beneficial to involve outside firms to perform deeper analysis of diversion trends and support the creation of new or more targeted outreach campaigns.

## 4. Reporting and Record Standards Analysis

HF&H reviewed dates and times reports were sent to indicate when AVI submitted reports to the City and compared those submission dates and times to the deadlines indicated in the 6th Amendment and the SB 1383 Amendment. HF&H reviewed monthly and quarterly reports for 2022. Additionally, AVI submitted two annual reports, one for Calendar year 2022 and one for fiscal year 2022. AVI did two overlapping reports due to schedules are realigning in the Agreement. In their response to the draft performance review report, AVI stated that the reports have been provided based on a template provided to AVI and that the City has never identified any issues with the reporting. AVI did not provide any additional information documenting the template was approved by the City. As stated in Section 1 of this Report, the City has agreed to provide AVI a template to use starting on the first day of the calendar month following the date the template is provided to AVI that will be considered compliant with the then-current reporting requirements.

When reviewing monthly, quarterly, and annual reports, HF&H noted any inaccuracies from the requirements outlined in Section 18 of the 6th Amendment and Exhibit D of the SB 1383 Amendment and, despite City acceptance, and included them in the findings below.

### Findings

**Monthly Reports**

HF&H reviewed the monthly reporting requirements in Section 18.04 of the 6th Amendment and noted the following items in the reports:

- The solid waste data was missing from the City service and construction and demolition units. The report does not list City tonnage collected and disposed of. In the monthly diversion report, City tonnage is combined with commercial tonnage, but that language is not consistent throughout the report. In their response to the draft performance review report, AVI stated they have never been asked to separate this data; however, this data was required as part of the 6th Amendment regardless of any separate City request.
- In the recycling data, Single-Family Dwellings (SFD) and Multi-Family Dwellings (MFD) are combined in the monthly services report (Exhibit 2, Monthly Tonnage Report). AVI may have combined City data with commercial, but it is not clear throughout the report. Participation rates

relative to the total number of service units by service unit type is not included in the reports. In their response to the draft performance review report, AVI stated they have never been asked to separate this data; however, this data was required as part of the 6th Amendment regardless of any separate City request..

- AVI informed HF&H that the school's calendar year 2022 overview contained information about visits and meetings were limited due to staff turnover at AVI.
- Several of the reports were one to three days late based on the dates of their cover letter.

Per Exhibit D.2 of the SB 1383 Amendment, AVI is required to report the following additional information:

- The organic waste report - participation rates relative to weekly set outs, average daily gross tons, and the average daily number of set outs.
- The tonnage summary - tonnage by approved facility and facility type.
- The customer service log - - section detailing SB 1383 non-compliance complaints.
- The residual tonnage report - residue level and tonnage for all discarded materials processed, listed separately by material type collected and approved facility used.
- The recycling markets report - source separated recyclable materials tonnage by commodity, average commodity values, and processed residue tonnage.
- The contamination monitoring report - a description of AVI's process for determining prohibited container contaminants, a summary of contamination notices, and documentation of the total number of containers with contents disposed of due to observed prohibited contaminants.

**Quarterly Reports**

HF&H reviewed the quarterly reporting requirements in Section 18.05 of the 6th Amendment and noted the following items in the reports:

- The tonnage information is not compared to the corresponding tonnage data from the prior year's comparable period.
- Future event information is reported in the public education and information activities, but there is no summary of historical activities.
- The total, but not the average commercial audit information is included in reports. The results of the commercial waste audits had not been reported at the time of the initial review. A sample of the commercial waste audits were provided on 5/1/2024.

Per Exhibit D.3 of the SB 1383 Amendment, AVI is required to report the following additional information:

- The progress with implementing SB 1383 programs, and descriptions of any opportunities identified or challenges faced, including plans for addressing such challenges.
- A service evaluation report, including market factors, publicity conducted and needs, and descriptions of processed material loads rejected for sale.
- Documentation of all materials exported out of State, as provided in 14 CRR Sections 18800 through 18813.

**Annual Reports**

HF&H reviewed the annual reporting requirements in Section 18.06 of the 6th Amendment and noted the following items in the annual reports:

- Quarterly reports are summarized by the year and not by quarter.
- The annual report does not include the Summary of Historical and Proposed Activities.
- Organic Waste tonnage data is not listed by processing facility.
- The Used Oil Program cost financial data is not segregated between SFD and MFD. The financial data does not include three of the four categories (administration, collection, and transportation).
- The diversion plan is missing from the annual report.
- The large item report is missing the disposal facility name and location, average price received or paid per ton and total revenue, expenditures, and total net costs or proceeds.
- The textiles report is missing the disposal facility name and location, average price received or paid per ton and total revenue, expenditures, and total net costs or proceeds.
- The special events report omits historical comparison of annual events (Holiday Tree Collection) and the average of all Agreement years.

Per Exhibit D.4 of the SB 1383 Amendment, AVI is required to report the following additional information:

- The documentation demonstrating that the actual percent of the material removed for landfill disposal that is organic waste is less than the percent specified in in either 14 CCR Section 17409.5.8(c)(2) or 17409.5.8(c)(3), whichever is applicable. If applicable, AVI will demonstrate compliance with the digestate handling requirements specified in 14 CCR Section 17896.5
- The summary of all data provided in the tonnage report sections, including totals and averages from the quarterly and annual data, and subscription data.
- The total amount of mulch and/or compost product provided to the City.
- The results of the City's annual compost give-away event.
- The total amount of SB 1383 renewable natural gas procured for use in vehicles including copies of any receipts, invoices, or other similar documentation.
- The total number of SB 1383 regulatory non-compliance complaints that were received, and the total number investigated. This report will also include the total number of contamination notices categorized by sector, and copies of all contamination notices and educational materials issued to non-compliant generators.
- The list of all vehicles used in performing services under the Agreement including the license plate number, VIN, make, model, model year, purchase date, engine overhaul/rebuild date if applicable, and mileage on June 30.
- The following on education and outreach:
    - A copy of all education and outreach materials;
    - A record of the distribution date and recipients of direct, in-person contact;
    - A record of the date, number of recipients, and a copy of the information distributed through mailings or bill inserts;

- A copy of electronic media, including the dates, posted to social media, e-mail communications, or other electronic messages;
- A summary of the status of the annual education and outreach plan;
- A record of all technical assistance efforts;
- A list of all languages that education materials were provided in; and,
- A copy of all special event reports.

- The documentation of written notification if the organic waste processing facility has the capability to process and recover compostable plastics throughout the term of the Agreement.

**Additional Reports**

Per the SB 1383 Amendment, AVI may be required to report the following information at the City's request:

- Copies of AVI's AB 901 reports;
- Incident reports;
- Facility capacity planning information;
- Excuse from performance; and,
- Customized reports from records AVI are required to maintain.

### Recommendations

- AVI and the City should meet and discuss the importance and timeliness of certain reporting requirements and if current requirements need to be revised to better understand customer information and activity in order to create more effective programs to increase diversion.
- AVI should submit a new template for the City to approve that will record and report the all the requirements in the SB 1383 Amendment, provided, however, that City approval of such a template does not relieve AVI of the responsibility to comply with the provisions of the contract. Additionally, any requirements left out from the 6th Amendment in the current reporting templates should be noted and included in the new template.

## 5. Notification Procedures Analysis

HF&H reviewed relevant materials on AVI staff, supervisors, and management internal protocols for monitoring AVI's compliance with the requirements of the 6th Amendment. HF&H obtained copies of notices transmitted to customers related to the specific noticing requirements to ensure that such notices were compliant with the requirements of the 6th Amendment.

### Findings

- HF&H sampled 60 notification procedures for customer resolution from 2022 and noted AVI is in compliance with the number of days taken to resolve the complaint.
- The City has notified HF&H of the slow response times from AVI. The 6th Amendment does not state required dates of submission or timeline for responses. In the SB 1383 Amendment, Section 18 and Exhibit D states the required timelines and/or dates of all requested submissions and data to the City.

### Recommendation

The City should continue to ensure that AVI is in compliance with the SB 1383 Amendment. This includes established timelines for resolving complaints and for responding to City requests for additional information and/or supporting materials.

# Attachment 2: AVI Compensation Review




HF&H

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Southern California
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# MEMORANDUM

| | |
|---|---|
| **To:** | Shannan Young, Environmental and Sustainability Manager – City of Dublin |
| **From:** | Rob Hilton, President – HF&H Consultants |
| | Dave Hilton, Senior Project Manager – HF&H Consultants |
| **Copy to:** | Debbie Jeffery, Manager – AVI |
| **Date:** | June 6, 2024 |
| **Subject:** | Review of AVI's Compensation – Final Report |

HF&H Consultants, LLC (HF&H) provides the enclosed report on our due diligence compensation review (Review) to verify Amador Valley Industries, LLC (AVI)'s compensation under the Amended and Restated Collection Service Agreement (Agreement) between the City of Dublin (City) and AVI. This report presents the scope of our due diligence review, the findings of our review, proposed conditions to the compensation of AVI based on our review, and our recommendations.

## Scope of Work

We performed the following procedures as part of our review:

- Reviewed AVI's actual eligible costs during the prior rate period (FY 22/23), including the review of financial statements, tonnage reports, route operation statistics, and other supporting documentation to verify the accuracy and practicality of the costs associated with the Agreement;
- Verified the revenue generated from customer billings in order to assess the reasonableness and accuracy of the gross rate revenues as reported by AVI;
- Reviewed the current customer subscription data received from AVI multiplied by the current rated in order to calculate revenue received;
- Tested a limited judgement sample of commercial and residential customer accounts to verify the rates matched the current City-approved rate schedules;
- Applied the RRI methodology to convert 2023/24 eligible expenses into 2024/25 dollars; and,
- Determined the City's revenue requirement.

## Findings

HF&H reviewed financial statements from AVI to verify AVI's compensation is consistent with an operating ratio not greater than 90%. This included reviewing financial statements, tonnage reports, route operation

statistics, customer subscription, and other supporting documents. HF&H compared these financial ratios to what is allowed. Based on this review and the information obtained for AVI, HF&H has provided the results of this analysis to ensure that rate payers are not over-funding this operating ratio through collection rates.

HF&H reviewed the following sections described below:

## Cost and Expenses Determination

### Financial Statement

HF&H reviewed AVI's audit financial and verified the amounts with supporting documentation. HF&H reviewed operating expenses in the audited financials to actuals for the year to test the audited financials were accurate. We found no discrepancies during this section of the review.

### City Fees

Section 4.04 of the Agreement states Contractor shall make payment to the City of a franchise fee, administrative fee, and such other fees as may be specified. Monthly fee remittances to the City were recalculated and verified per the language in the Agreement. We found no discrepancies during this section of the review.

**Figure 1: Summary of Fees Recalculated by HF&H**

| Date | Franchise Fee | Administration Fee | C&D Fee | Total City Fees |
|---|---|---|---|---|
| Jul-22 | $ 235,209 | $ 100,701 | $ 43,094 | $ 379,005 |
| Aug-22 | 244,302 | 104,594 | 42,129 | 391,025 |
| Sep-22 | 233,662 | 100,039 | 69,119 | 402,820 |
| Oct-22 | 294,646 | 126,148 | 51,049 | 471,844 |
| Nov-22 | 254,444 | 108,936 | 44,506 | 407,885 |
| Dec-22 | 232,311 | 99,460 | 51,156 | 382,928 |
| Jan-23 | 921,892 | 394,694 | 38,756 | 1,355,342 |
| Feb-23 | 259,306 | 111,018 | 33,329 | 403,652 |
| Mar-23 | 326,979 | 139,991 | 22,766 | 489,735 |
| Apr-23 | 253,144 | 108,380 | 47,380 | 408,903 |
| May-23 | 913,823 | 391,239 | 25,578 | 1,330,640 |
| Jun-23 | 233,543 | 99,988 | 49,110 | 382,640 |
| Jul-23 | 258,916 | 110,851 | 11,068 | 380,835 |
| Aug-23 | 240,537 | 102,982 | 38,565 | 382,085 |
| Sep-23 | 266,976 | 114,301 | 44,589 | 425,865 |
| **Total** | **$ 5,169,689** | **$ 2,213,322** | **$ 612,194** | **$ 7,995,205** |

### Tonnage Reports

HF&H reviewed AVI's annual and quarterly tonnage reports to the City and verified the amounts with supporting documentation. HF&H recalculated the tonnages in the reports and selected 40 weight tickets

to verify the correct weight and tipping fee is applied. AVI provided the receipt with the correct tonnage and rate amounts. We found no discrepancies during this section of the review.

**Route Operation Statistics**

HF&H reviewed AVI's submitted operation statistics form for reasonableness and accuracy. We compared approximate jurisdictions to AVI's account, labor, and route information. Account information matched the subscription data provided. We reviewed route information for reasonableness by comparing route hours and the efficiency of lifts per route to jurisdictions with similar ratios. We found no discrepancies during this section of the review.

## Revenue Review

HF&H reviewed customer services data to determine the accuracy of gross rate revenue reported by AVI. We utilized customer subscription data from AVI and multiplied by the 2022 service rate to verify AVI's audited financial. HF&H reviewed the reasonableness of AVI's method of calculating revenue and performed our own build-up of rate revenue based on actual fiscal year 2022-2023 revenue and determined the accuracy. We found no discrepancies during this section of the review.

## Billing Review

HF&H reviewed 45 total invoices provided by AVI to test for systemic billing errors. We tested 15 residential, 15 multi-family, and 15 commercial class customers and noted the correct charge for each line item. We found no discrepancies during this section of the review.

**Figure 2: Billing Testing**

| Customers | Accounts Tested | Number of Errors |
|---|---|---|
| Residential | 15 | 0 |
| Mulit-Family | 15 | 0 |
| Commercial | 15 | 0 |
| **Total** | **45** | **0** |

## Contractor Compensation

HF&H worked with AVI to adjust the current fiscal year (FY) 2022 – 2023 to reflect the audited financials and removal of excess profit. Figure 3 shows prior years rate application with HF&H's agreed compensation amounts in FY 6/30/23 column. AVI is in agreement with HF&H regarding the methodology of the financial review and the calculation of projected compensation elements moving on.

Exhibit 2 states the methodology used in calculating the following eight elements: 1. Collection Compensation Element; 2. Commercial Recycling Incentive Element; 3. Disposal Compensation Element; 4. Container Compensation Element; 5. Recycling Material Diversion Compensation Element 6. Organic Waste Diversion Compensation Element; 7. Vehicle and Administration Element; 8. Fee Compensation

# MEMORANDUM



Element. HF&H review AVI's FY2023 and FY2024 rate application. No discrepancies in calculation were found during this section of the review.

**Figure 3: HF&H True Up Compensation**

| | | | HFH True Up Step 1 | |
|---|---|---|---|---|
| | | | AVI Rate Model | |
| For Rate Change Effective<br>Approved Budget for | | | 7/1/2022<br>FY 6/30/23<br>Current | 7/1/2023<br>FY 6/30/24<br>Needed |
| **Contractor Compensation** | | | Contractor Compensation | Calculated Contractor Compensation Ref. Page 2 |
| Collection Compensation Element Excluding Officer Compensation | | | $ 13,537,422 | **$ 14,892,240** |
| Collection Compensation Element - Officers Compensation | | Frozen | 840,000 | **840,000** |
| Commercial Recycling Compensation Element | | | 421,795 | **$451,194** |
| Commercial Recycling Compensation Element Reduction Amount | | Frozen | (421,795) | (421,795) |
| Disposal Compensation Element | | Standard Formula | 1,353,693 | **1,338,234** |
| Container Compensation Element | | | 321,578 | **330,711** |
| Recycling Material Diversion Compensation Element | | | | |
| Recyclable Material Processing Cost (7/1/21- 6/30/22) | | | 1,216,902 | |
| Recyclable Material Processing Cost (7/1/22-6/30/23) | | Calc | | **1,196,893** |
| Organics Compensation Element | **All ORG** | Calc | 1,101,963 | **653,628** |
| Commercial Food Waste Compensation Element | | Calc | - | 336,200 |
| Vehicle & Admininistration Asset Replacement Element | | | 1,611,549 | **1,611,549** |
| **Total Costs before Franchise Fees** | | | **19,983,107** | **21,228,854** |
| 6. Fee Compensation Element | City Fees Current | City Fees Needed | | |
| Franchise Fee | 16.35% | 16.35% | | |
| Admin Fee | 7.00% | 7.00% | | |
| Total | 23.35% | 23.35% | 6,087,483 | 6,466,976 |
| 7 Total Calculated Compensation | | | **26,070,590** | **27,695,830** |
| Add Cost of Mid Year Dump Rate Changes | | | | |
| Less Former City Organic Subsidy | | | | |
| Rounding | | | | - |
| **Required Compensation from Rates** | | | **$ 26,070,590** | **$ 27,695,830** |
| Forecasted Revenue using Current Rates and | Dec. 2022 | Census (see page 18) | | 26,873,349 |
| **Required Rate Increase** | | | | **$ 822,481** |
| **Average Rate Increase Percentage** | | | | **3.06%** |

# MEMORANDUM



## Methodology of Rate Adjustment

The following sections summarizes HF&H's process in calculating the rate adjustment factor. We adjusted the financials to address the true up necessary from the compensation review. HF&H follows the methodology set forth by the Agreement to forecast FY24-2025 rate adjustment. HF&H recommends a 0.92% in rate adjustment following methodology of AVI's FY2024 rate application:

**Refuse Rate Index Adjustment (RRI)**

Article 5.05.1.1 of the Agreement contains a detailed methodology for incorporating index and labor changes in the annual rate adjustment to find the value of the RRI factor. The calculation begins with the percent change in Labor according to the Teamster Union Local 70 Contract, vehicle maintenance index, and consumer index. We found the operating cost categories using the audited financials. The cost of the total expenses is used to find the weight of each cost category in relation to total cost. The weighted percentage of the costs are multiplied by the by the percentage change in the calculated indexes to get an RRI factor. The RRI factor used in AVI's submitted application is 4.06%.

**Commercial Recycling Compensation**

Article 5.05.7.4 of the Agreement states the commercial recycling compensation element shall be the initial commercial recycling compensation element stated in Article 5.05.7.3 minus the commercial recycling compensation reduction amount of $421,795. Article 5.05.7.3 states the annual commercial recycling compensation element adjustment shall be calculated by multiplying the commercial recycling compensation element times (one plus the sum of the RRI factor and the ATG (annual tonnage growth) factor). The forecasted commercial recycling compensation element is $47,717 ($496,512 - $421,795).

**Adjusting Rates to Reflect Changes in Landfill / Disposal Cost**

Article 5.05.3 states annual disposal compensation element adjustment shall be calculated by multiplying the disposal compensation element times (one plus the AT (annual tonnage) factor and multiplying the result, (the disposal compensation element adjusted for growth), times (one plus the ATF (annual tip fee) factor) as show in Exhibit 2. The growth of tonnage has decreased resulting in an annual tonnage factor of -6.98% and the annual tipping fee factor is 1.82% based on the growth of approved tip fee. The forecasted disposal compensation element is $1,267,481.

**Container Compensation Element**

Article 5.0535 states the container compensation element represents the amortized cost of carts and bins over the lifetime of the Agreement and shall not be adjusted except to account for customer growth through the use of the AG (annual growth) factor. The AG factor for year end 2023 is 1.31%. Prior year container compensation of $330,771 is multiplied by the AG factor to get FY2024 cost. The forecasted container compensation element cost is $335,043.

**Recycling Material Diversion Compensation Element**

Article 5.05.8 of the Agreement states recycling materials division compensation element is calculated annually by multiplying (a) the actual tonnage of recyclable materials delivered by contractor in prior

calendar year (January 1 – December 31) by the anticipated per-ton tip fee to be charge by such MRF during the subsequent Agreement year. The forecasted recycling materials division compensation element cost is $1,157,932.

**Organic Waste Diversion Compensation Element**

The organic waste is made up of two categories, commercial food waste and all other organic waste. Both categories will be calculated in the same manor. Article 5.05.9 of the Agreement states organic waste materials division compensation element is calculated annually by multiplying (a) the actual tonnage of organic waste materials delivered by contractor in prior calendar year by the anticipated per-ton tip fee to be charge by the organic waste processing facility during the subsequent Agreement year. The forecasted commercial food waste cost is $426,423 and all other organic waste $675,540.

**Vehicle and Administration Element**

Article 5.18 of the Agreement states beginning July 1, 2020 the baseline Vehicle and Administration Asset Element shall be set at $1,595,575. That amount was increased to $1,611,549 to account for additional costs associated with SB 1383. The baseline amount shall not be subject to the annual rate adjustment. The forecasted vehicle and administration element cost is fixed at $1,611,549.

**Fee Compensation Element**

Article 5.05.6 states fee compensation shall always be equal to the sum of the collection element, disposal compensation element, and container compensation (base compensation) divided by [1 minus the sum of the then current fee percentages] minus the base compensation. The fee compensation is made up of the franchise fee and administrative fee.

Article 4.04.1 states the franchise fee percentage shall 16.35% with respect to revenue received for services performed by contractor after June 30, 2021 and during the remaining term of this Agreement unless adjusted by the City. Article 4.04.2 states the administrative fee percentage shall be 7.00% with respect to revenue received for services performed by contractor after June 30, 2021 and during the remaining term of this Agreement unless adjusted by the City. The forecasted fee compensation element is $6,720,645.

**Rates Projected to Meet Total Compensation**

The following table summarizes the difference in AVI's FY22-2023 audited financial total compensation of $26,070,590 to provide franchised services and AVI's proposed cost for FY24-2025. Based on our review of the compensation and methodology of the application described in this report, we have determined that a recommended 0.92% overall rate increase is consistent with the rate-setting methodology described in the Agreement.

# MEMORANDUM



**Figure 4: 2 Year Forecast of Collection Service Compensation**

| | FY 22-2023 | FY 24-2025 (Proposed Costs) | Absolute Change | Percent Change |
|---|---|---|---|---|
| Collection Compensation Element | $13,537,422 | $15,699,874 | $2,162,452 | 16% |
| Collection Comp. Element - Officer Compensation | $840,000 | $840,000 | $0 | 0% |
| Commercial Recycling Compensation Element | $421,795 | $469,512 | $47,717 | 11% |
| Com. Recycling Comp. Element Reduction Amount | ($421,795) | ($421,795) | $0 | 0% |
| Disposal Compensation Element | $1,353,693 | $1,267,481 | ($86,212) | -6% |
| Container Compensation Element | $321,578 | $335,043 | $13,465 | 4% |
| Recycling Materials Diversion Compensation Element | $1,216,902 | $1,157,932 | ($58,970) | -5% |
| Organic Waste Diversion Compensation Element | $1,101,963 | $1,101,963 | $0 | 0% |
| Vehicle and Administration Asset Element | $1,611,549 | $1,611,549 | $0 | 0% |
| Fee Compensation Element | $6,087,483 | $6,720,645 | $633,162 | 10% |
| **Total Costs** | **$26,070,590** | **$28,782,204** | **$2,711,614** | **10%** |

# MEMORANDUM



**Figure 5: RRI Methodology**

| | | | HFH True Up Step 2 | |
|---|---|---|---|---|
| | | | AVI Rate Model | |
| For Rate Change Effective | | | 7/1/2023 | 7/1/2024 |
| Approved Budget for | | | FY 6/30/24 | FY 6/30/25 |
| | | | Current | Needed |
| **Contractor Compensation** | | | Contractor Compensation | Calculated Contractor Compensation Ref. Page 2 |
| Collection Compensation Element Excluding Officer Compensation | | | $ 14,892,240 | **$ 15,699,874** |
| Collection Compensation Element - Officers Compensation | | Frozen | 840,000 | **840,000** |
| Commercial Recycling Compensation Element | | | 451,194 | **$469,512** |
| Commercial Recycling Compensation Element Reduction Amount | | Frozen | (421,795) | (421,795) |
| Disposal Compensation Element | | Standard Formula | 1,338,234 | **1,267,481** |
| Container Compensation Element | | | 330,711 | **335,043** |
| Recycling Material Diversion Compensation Element | | | | |
| Recyclable Material Processing Cost (7/1/22- 6/30/23) | | | 1,196,893 | |
| Recyclable Material Processing Cost (7/1/23-6/30/24) | | Calc | | **1,157,932** |
| Organics Compensation Element | | Calc | 653,628 | **675,540** |
| Commercial Food Waste Compensation Element | | Calc | 336,200 | 426,423 |
| Vehicle & Admininistration Asset Replacement Element | | | 1,611,549 | **1,611,549** |
| **Total Costs before Franchise Fees** | | | **21,228,854** | **22,061,559** |
| | City Fees | | | |
| 6. Fee Compensation Element | Current | Needed | | |
| Franchise Fee | 16.35% | 16.35% | | |
| Admin Fee | 7.00% | 7.00% | | |
| Total | 23.35% | 23.35% | 6,466,976 | 6,720,645 |
| 7 Total Calculated Compensation | | | **27,695,830** | **28,782,204** |
| Add Cost of Mid Year Dump Rate Changes | | | | |
| Less Former City Organic Subsidy | | | | |
| Rounding | | | | - |
| **Required Compensation from Rates** | | | **$ 27,695,830** | **$ 28,782,204** |
| Forecasted Revenue using Current Rates and | Dec. 2023 | Census (see page 18) | | 28,520,902 |
| **Required Rate Increase** | | | | **$ 261,302** |
| **Average Rate Increase Percentage** | | | | **0.92%** |

# MEMORANDUM



## Recommendation

After review of AVI's financial statements, tonnage reports, route operation statistics, contractor compensation and other supporting documentation, we recommend the City adopt a 0.92% rate increase applied it all rates in accordance with Article 5 of the Agreement.




HF&H Consultants, LLC
590 Ygnacio Vally Road, Suite 105
Walnut Creek, CA 94596

Agenda Item 5.9

# STAFF REPORT
CITY COUNCIL

**DATE:** **June 3, 2025**

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Colleen Tribby, City Manager

**SUBJECT:** Contract Instructor Services Agreements with North American Youth Activities LLC, dba Kidz Love Soccer, and with Rudolf Graf, dba World Cup Soccer Camps and Clinics
*Prepared by: Brian Spiller, Recreation Coordinator*

**EXECUTIVE SUMMARY:**

The City Council will consider approving Contract Instructor Services Agreements with North American Youth Activities, LLC, dba Kidz Love Soccer, and with Rudolf Graf, dba World Cup Soccer Camps and Clinics for terms beginning on July 1, 2025, and ending on June 30, 2027.

**STAFF RECOMMENDATION:**

Adopt the following: 1) **Resolution** Approving a Contract Instructor Services Agreement with North American Youth Activities, LLC dba Kidz Love Soccer, for Recreation Services; and 2) **Resolution** Approving a Contract Instructor Services Agreement with Rudolf Graf dba World Cup Soccer Camps and Clinics for Recreation Services.

**FINANCIAL IMPACT:**

Under the proposed agreements, the City retains 40% of the fee revenue from registrations. The remainder is passed through to the contractor.

**DESCRIPTION:**

The Parks and Community Services Department regularly engages independent contractors to deliver recreational activities and programs to the community. Upon acceptance of a proposal, Staff works with the contractor to determine the specifics of the activity, facility availability, class minimums and maximums, and participant age ranges. All contractors set their pricing and schedules for activities or programs.

North American Youth Activities, LLC, dba Kidz Love Soccer and Rudolf Graf, dba World Cup Soccer Camps and Clinics, have submitted proposals to provide soccer classes and programs for a term beginning July 1, 2025, and ending on June 30, 2027. Both contractors have

provided these services to the City of Dublin for several years, and Staff has received positive feedback from participants regarding their activities.

As the pass-through payments to the contractor will likely exceed the City Manager's purchasing limit of $45,000, these agreements require City Council approval.

**STRATEGIC PLAN INITIATIVE:**

None.

**NOTICING REQUIREMENTS/PUBLIC OUTREACH:**

The City Council Agenda was posted.

**ATTACHMENTS:**

1) Resolution Approving a Contract Instructor Services Agreement with North American Youth Activities, LLC dba Kidz Love Soccer for Recreation Services
2) Exhibit A to the Resolution - Contract Instructor Services Agreement with North American Youth Activities, LLC dba Kidz Love Soccer
3) Resolution Approving a Contract Instructor Services Agreement with Rudolf Graf, dba World Cup Soccer Camps and Clinics
4) Exhibit A to the Resolution - Contract Instructor Services Agreement with Rudolf Graf, dba World Cup Soccer Camps and Clinics

**RESOLUTION NO. XX – 25**

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

**APPROVING A CONTRACT INSTRUCTOR SERVICES AGREEMENT WITH NORTH AMERICAN YOUTH ACTIVITES LLC, DBA KIDZ LOVE SOCCER, FOR RECREATION SERVICES**

**WHEREAS,** The Parks and Community Services Department receives and reviews proposals from independent contractors who are interested in providing recreational activities or programs to the Dublin community; and

**WHEREAS,** Staff has reviewed and accepted a proposal from North American Youth Activities, LLC dba Kidz Love Soccer; and

**WHEREAS,** Staff has negotiated terms with North American Youth Activities, LLC dba Kidz Love Soccer that will begin on July 1, 2025, and end on June 30, 2027.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Dublin does hereby approve a Contract Instructor Services Agreement with North American Youth Activities, LLC dba Kidz Love Soccer.

**BE IT FURTHER RESOLVED** that the City Manager is authorized to execute the agreement, attached hereto as **Exhibit A,** approve payments over $45,000, and make any necessary, non-substantive changes to carry out the intent of this Resolution.

**PASSED, APPROVED AND ADOPTED** this 3rd day of June 2025, by the following vote:

**AYES**:

**NOES**:

**ABSENT**:

**ABSTAIN**:

_____
Mayor

**ATTEST**:

_____
City Clerk

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# AGREEMENT FOR CONTRACT INSTRUCTOR SERVICES

This Agreement for Contract Instructor Services ("Agreement") is made and entered into as of the 1st day of July 2025 by and between the City of Dublin, a municipal corporation of the State of California ("City") and Kidz Love Soccer ("Contractor"), a Corporation in the State of California (collectively, the "Parties"). In consideration of their mutual covenants, the Parties hereto agree as follows:

**1. Scope of Work.** The Parties acknowledge that Contractor possesses experience and knowledge of value to the City and, as such, enter into this Agreement for specialized services. Subject to the terms and conditions of this Agreement, the Contractor shall provide the following ("Services"):

[SEE "EXHIBIT A" FOR DESCRIPTION OF SERVICES]

**2. Performance of Services.** Contractor has the right and power to control how the Services provided under this Agreement will be performed by the Contractor and its employees, agents, or representatives. Contractor shall direct the means, manner, and method by which the Services under this Agreement will be performed, without interference from the City as to the mode of accomplishing or effectuating the performance of Services. Contractor may, at its own expense, retain the services of third-parties in performing the Services under this Agreement, unless doing so would result in a material breach of any provision contained herein.

**3. Payment Terms.** For the services described in Section 1 above, the City agrees to pay Contractor 60% of the resident rate for each participant, which amount shall include all expenses. Except as specifically authorized by City, Contractor shall not bill City for duplicate services performed by more than one person (reasonable quality control and assurance work as generally recognized as an acceptable practice in this field is expected). Contractor understands that any time a participant requests a refund or credit, that amount will be reduced from the gross revenue on which Contractor's payment is calculated. Contractor understands and agrees that Contractor will complete and submit a Contract Contractor Course Proposal Form for each session that courses will be offered. Submitting a proposal does not guarantee that the course, program or activity will be added to the City's public recreation offerings. Session dates may be altered from time to time at the City's discretion. City, at its sole discretion, will accept or reject Contractor's proposal and collaborate with Contractor in finalizing a session schedule. When each session schedule is finalized, the City will produce a Schedule Summary. Final Schedule Summaries will be incorporated herein by this reference as if set forth in full.

At the end of each session, the City shall pay Contractor for services rendered. The City will issue payment to Contractor within 30 business days after services are complete. Prior to City processing payment, Contractor shall submit course attendance sheets and completed evaluation forms, if applicable, to the Parks and Community Services Department within five working days upon completion of service.

**4. Location of Work.** Due to the nature of work and subject to the terms and conditions of this Agreement, the City and Contractor agree that Contractor will provide services and/or class instruction (check all that apply):

☐ **Offsite:** At his/her/their own facility, located off-premises from any City-owned facility located at _____.
(Street, City, Zip Code)

X **Onsite:** At a City-owned facility.

☐ **Other:** _____.
(Please Describe)

**5. Expenses.** Except as otherwise specified in this Agreement or mutually agreed upon by the Parties, the Contractor shall be responsible for all the necessary costs and expenses incurred in

connection with the performance of the Services under this Agreement. This may include, but is not limited to, supplies, software, subscriptions, working spaces, equipment, operating costs, business costs, licenses, registrations, employment costs, taxes, Social Security contributions / payments, disability insurance, unemployment taxes, and any other cost that is made in connection with the Services provided Contractor.

**6. Term.** Contractor's engagement with the City, and the terms and conditions of this Agreement, shall be effective as of 7/1/2025 ("Effective Date") and shall terminate on 6/30/2027.

**7. Termination.** This Agreement may be terminated by either Party upon sixty (60) days of prior written notice, or as mutually agreed upon in writing by both Parties. At the time of termination, Contractor agrees to return all the City property in Contractor's possession including, but not limited to, any documents, materials, and other proprietary information belonging to the City, in both physical and electronic form. The City shall issue a final payment to Contractor for all Services provided and due as of the date of termination.

If either Party materially breaches any term of this Agreement, in addition to any other remedies at law or equity, the other Party may terminate the Agreement if such breach is not cured within ten (10) days after written notice of such breach is given.

In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of City, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, City at any time may terminate the engagement of the Contractor immediately and without written notice to the Contractor.

By signing this Agreement, Contractor agrees it may be subject to civil penalties for the filing of false claims as set forth in the California False Claims Act, Government Code sections 12650, et seq.

**8. Relationship of Parties.** It is understood by the Parties that, under the code of the Internal Revenue Service (IRS) and applicable law, the Contractor is an independent contractor with respect to the City. Therefore, the Parties agree and acknowledge that neither the Contractor, or any of its employees, subcontractors, volunteers, or agents (collectively, "Representatives") are employed by the City. Furthermore, at all times during the term of this Agreement, the Contractor and its Representatives shall have no authority, express or implied, to bind the City to any obligation whatsoever. Notwithstanding any other state or federal law to the contrary, the Contractor and its Representatives shall not qualify for, or become entitled to any compensation, benefit, except as specified in this Agreement, or any incident of employment with the City. In its capacity as an independent contractor, Contractor agrees and represents that:

(i) Contractor has the right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed;
(ii) Contractor maintains all necessary licenses, registrations, permits, and certifications required to perform the Services under this Agreement;
(iii) Contractor sets its own hours and maintains a business location that is separate from the business or work location of the City;
(iv) Contractor is customarily engaged in an independently established business providing the same or similar services as provided by this Agreement;
(v) Contractor has the ability to contract with other businesses to provide the same or similar services as provided by this Agreement, without restriction from the City;
(vi) Contractor holds itself out to the public as available to provide the same or similar services;
(vii) Contractor provides its own tools, equipment, software, programs, and any other supplies necessary to perform the Services;
(viii) Contractor can negotiate its own rates;
(ix) Contractor has the right to hire assistants, retain subcontractors, or utilize employees to provide the services required under this Agreement;
(x) Contractor shall be solely responsible for the payment of payroll taxes and any unemployment compensation on behalf of their employees and personnel;

(xi) Contractor shall be responsible for providing all workers' compensation insurance on behalf of their employees and, if Contractor hires employees to perform any work under this Agreement, Contractor agrees to grant workers' compensation coverage to the extent required by law.

Initial

Initial

**9. Non-Exclusivity.** It is contemplated that the relationship between the Contractor and the City shall be a non-exclusive one. Contractor has the right and ability to perform services for other business entities, organizations, and/or individuals, without restriction from the City, except where matters may arise as to confidentiality and conflicts of interest.

**10. Indemnification.** Contractor will defend and indemnify the City and its officers, directors, managers, employees, agents, and representatives ("Affiliates") against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens, or other liens, labor disputes, losses, damages, expenses, charges or costs, of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to this Agreement or Contractor's activities pursuant to this Agreement, including without limitation, Claims related to sexual abuse or molestation, and Claims caused by the concurrent negligent act, error, or omission, whether active or passive, of the City and its Affiliates.

**11. Insurance.** Where necessary to perform the Services under this Agreement, Contractor, at its sole cost and expense, shall procure and maintain for the duration of the Agreement the types and amounts of insurance listed below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor and its Representatives. Contractor will obtain and maintain policies of commercial general liability insurance and automobile liability insurance, and worker's compensation insurance and/or sexual abuse and molestation liability insurance, if applicable, from an insurance company authorized to transact the business of insurance in the State of California. The insurance requirements are as follows:

**(i) Commercial General Liability:** Insurance plan, at least as broad as Insurance Services Office Form CG 0001 (most recent edition), with an "occurrence" basis, including property damage, bodily injury, personal & advertising injury, and sexual abuse and molestation with limits no less than $1,000,000 per occurrence.

**(ii) Automobile Liability:** Contractor shall maintain a current and valid Automobile Insurance Policy at or above the minimum level required by the State of California for any and all vehicles used to perform the Services under this Agreement.

**(iii) Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease. Proof of workers' compensation insurance is applicable if Contractor has employees other than self. If Contractor does not have employees other than self, Contractor shall submit a completed "No Employees Declaration Form" provided by the City.

**(iv) Sexual Abuse or Molestation (SAM) Liability:** If the Commercial General Liability policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than $1,000,000 per occurrence.

The insurance will be in force during the life of this Agreement and will not be canceled without thirty (30) days prior written notice to the City by certified mail. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A-:VII. The City of Dublin and its elected officials, officers, employees, agents, and volunteers must be named as additional insureds on commercial general liability insurance, automobile liability insurance, and sexual abuse or molestation liability insurance, if applicable. Contractor's insurance coverage will be primary insurance with respect

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to City and its elected officials, officers, employees, agents, and volunteers. The insurance policies must include a waiver of all rights of subrogation against the City, its elected or appointed officers, officials, agents, and employees for losses paid under the terms of any policy which arise from work performed by the Contractor for the City (including workers' compensation insurance, if applicable). Any insurance or self-insurance maintained by the City will be in excess of Contractor's insurance and not contributory with it. Contractor will furnish certificates of insurance and endorsements to City prior to City's execution of this Agreement. This Agreement is expressly contingent upon the insurance requirements being met, and this Agreement shall not be complete and no work may commence until Contractor has provided adequate proof of insurance. If the City does not receive the required insurance documents prior to the Contractor beginning work, it shall not waive the Contractor's obligation to provide them. The City reserves the right to modify these requirements, and reserves the right to require complete copies of all required insurance policies at any time.

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

**12. Mandated Reporting**. Contractor recognizes and acknowledges that persons under the age of 18 may participate in classes/activities to be conducted by Contractor pursuant to this Agreement. Contractor further recognizes and acknowledges that if any person under the age of 18 does, in fact, participate in said classes/activities, then Contractor is deemed to be a "Mandated Reporter" pursuant to the California Child Abuse and Neglect Reporting Act (Penal Code §§ 11164-11174.3) ("CANRA"). Concurrently with the execution of this Agreement and pursuant to Penal Code section 11166.5, Contractor has been provided with, and has executed, an Acknowledgement of Mandated Requirements, Receipt of Training, and Receipt of Penal Code Statutes, which acknowledgement shall be maintained by the City during the term of this Agreement.

If the Contractor has employees, subcontractors, volunteers, and agents, and those employees, subcontractors, volunteers, and agents will come into contact with minors on a regular basis, those employees must also follow the Mandated Reporter requirements. Contractors who have employees will be required to execute an Acknowledgement and Release of Information, which acknowledgement shall be maintained by the City during the term of this Agreement.

**13. TB Test Requirements**. If the Services include contact with minors, Contractor shall produce a certificate, issued by a licensed physician or other authorized agency, showing that within the last two years the Contractor has been examined and has been found to be free of communicable tuberculosis (TB). If the Contractor has employees, those employees must also follow the TB requirements set forth in this Agreement. Contractors who have employees, subcontractors, volunteers, and agents will be required to execute an Acknowledgement and Release of Information, which acknowledgement shall be maintained by the City during the term of this Agreement.

**14. Fingerprint Requirements**. If class/program is open to youth under the age of 18 years, Contractor and any of its employees, subcontractors, volunteers, and agents of the Contractor agrees to fulfill all fingerprint/background checks prior to the first class. Contractor and the Contractor's employees, subcontractors, volunteers, and agents, if any, are not eligible to work until the clearance is received from the Department of Justice and Contractor has been notified by a Parks & Community Services Department representative.

**15. Transporting Participants**. Contractor or any of its employees, subcontractors, volunteers, and agents shall not transport any participant in his/her own vehicle. Transportation is the responsibility of the program participant.

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**16. Mutual Representations and Warranties.** Both the City and Contractor represent and warrant that each Party has full power, authority and right to execute and deliver this Agreement, has full power and authority to perform its obligations under this Agreement, and has taken all necessary action to authorize the execution and delivery of this Agreement. No other consents are necessary to enter into or perform this Agreement.

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

**18. Notice.** Any notice or other communication given or made to either Party under this Agreement shall be in writing and delivered by hand, sent by certified or registered mail, return receipt requested, to the addresses provided below or to another address as that Party may subsequently designate by notice, and shall be deemed given on the date of delivery.

| City | Contractor |
|---|---|
| Colleen Tribby<br>City Manager<br>100 Civic Plaza<br>Dublin, CA 94568<br>(925) 833-6650 | Olly Bayliss<br>North American Youth Activities, dba Kidz Love Soccer<br>P.O. Box 337<br>Corte Madera, CA 94976<br>(888) 277-9542 |

**19. Severability.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

**20. Disputes.** All disputes arising out of this agreement shall be submitted to final and binding arbitration in accordance with the rules of the American Arbitration Association. The dispute shall be submitted to arbitration in accordance with the laws of the State of California. The arbitrator's award shall be final, and judgment may be entered upon it by any court having jurisdiction thereof.

**21. Governing Law and Venue.** In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California. The laws of the State of California will govern this Agreement.

**22. Integration and Amendments.** This Agreement represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral as of the Effective Date. The Parties may amend this Agreement if mutually agreed upon in writing.

**SIGNATURES ON THE FOLLOWING PAGE**

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IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the Effective Date.

**CITY OF DUBLIN:**

BY: _____
SIGNATURE

_____
NAME

DATE: _____

**CONTRACTOR:**

BY: Signed by: D3D8E32D3DEB425... _____
SIGNATURE

Olly Baylis
NAME

DATE: 5/15/2025

3552376.1

Attest:

_____
Marsha Moore, City Clerk

Approved as to Form:

_____
City Attorney

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## EXHIBIT A

## [Description of Services]

Kidz Love Soccer is a youth sports organization that operates in various communities throughout the United States and offers soccer classes and camps for children aged 2 to 12 years old. Their approach is centered around using fun games, skills demonstrations, and friendly matches in a non-competitive environment as a means of imparting the fundamental principles of soccer to children. The programs are taught by experienced instructors who adhere to a proprietary curriculum that is tailored to the appropriate age group and field-tested. The emphasis is on instilling a love for sports and encouraging good sportsmanship in a high-energy atmosphere. Kidz Love Soccer provides all of the requisite equipment, including soccer balls, goals, cones, and flags, allowing children to commence playing right away. At the conclusion of the session, participants are awarded a Kidz Love Soccer Jersey.

**RESOLUTION NO. XX – 25**

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

**APPROVING A CONTRACT INSTRUCTOR SERVICES AGREEMENT WITH RUDOLF GRAF, DBA WORLD CUP SOCCER CAMPS AND CLINICS FOR RECREATION SERVICES**

**WHEREAS,** The Parks and Community Services Department receives and reviews proposals from independent contractors who are interested in providing recreational activities or programs to the Dublin community; and

**WHEREAS,** Staff has reviewed and accepted a proposal from Rudolf Graf dba World Cup Soccer Camps and Clinics; and

**WHEREAS,** Staff has negotiated terms with Rudolf Graf dba World Cup Soccer Camps and Clinics that will begin on July 1, 2025, and end on June 30, 2027.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Dublin does hereby approve a Contract Instructor Services Agreement with Rudolf Graf dba World Cup Soccer Camps and Clinics.

**BE IT FURTHER RESOLVED** that the City Manager is authorized to execute the agreement, attached hereto as **Exhibit A,** approve payments over $45,000, and make any necessary, non-substantive changes to carry out the intent of this Resolution.

**PASSED, APPROVED AND ADOPTED** this 3rd day of June 2025, by the following vote:

**AYES**:

**NOES**:

**ABSENT**:

**ABSTAIN**:

_____
Mayor

**ATTEST**:

_____
City Clerk

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# AGREEMENT FOR CONTRACT INSTRUCTOR SERVICES

This Agreement for Contract Instructor Services ("Agreement") is made and entered into as of the 1st day of July 2025 by and between the City of Dublin, a municipal corporation of the State of California ("City"), and Rudolf Graf dba World Cup Soccer Camps and Clinics ("Contractor"), a Corporation in the State of California (collectively, the "Parties"). In consideration of their mutual covenants, the Parties hereto agree as follows:

**1. Scope of Work.** The Parties acknowledge that Contractor possesses experience and knowledge of value to the City and, as such, enter into this Agreement for specialized services. Subject to the terms and conditions of this Agreement, the Contractor shall provide the following ("Services"):

[SEE "EXHIBIT A" FOR DESCRIPTION OF SERVICES]

**2. Performance of Services.** Contractor has the right and power to control how the Services provided under this Agreement will be performed by the Contractor and its employees, agents, or representatives. Contractor shall direct the means, manner, and method by which the Services under this Agreement will be performed, without interference from the City as to the mode of accomplishing or effectuating the performance of Services. Contractor may, at its own expense, retain the services of third-parties in performing the Services under this Agreement, unless doing so would result in a material breach of any provision contained herein.

**3. Payment Terms.** For the services described in Section 1 above, the City agrees to pay Contractor 60% of the resident rate for each participant, which amount shall include all expenses. Except as specifically authorized by City, Contractor shall not bill City for duplicate services performed by more than one person (reasonable quality control and assurance work as generally recognized as an acceptable practice in this field is expected). Contractor understands that any time a participant requests a refund or credit, that amount will be reduced from the gross revenue on which Contractor's payment is calculated. Contractor understands and agrees that Contractor will complete and submit a Contract Contractor Course Proposal Form for each session that courses will be offered. Submitting a proposal does not guarantee that the course, program or activity will be added to the City's public recreation offerings. Session dates may be altered from time to time at the City's discretion. City, at its sole discretion, will accept or reject Contractor's proposal and collaborate with Contractor in finalizing a session schedule. When each session schedule is finalized, the City will produce a Schedule Summary. Final Schedule Summaries will be incorporated herein by this reference as if set forth in full.

At the end of each session, the City shall pay Contractor for services rendered. The City will issue payment to Contractor within 30 business days after services are complete. Prior to City processing payment, Contractor shall submit course attendance sheets and completed evaluation forms, if applicable, to the Parks and Community Services Department within five working days upon completion of service.

**4. Location of Work.** Due to the nature of work and subject to the terms and conditions of this Agreement, the City and Contractor agree that Contractor will provide services and/or class instruction (check all that apply):

☐ **Offsite:** At his/her/their own facility, located off-premises from any City-owned facility located at _____.
(Street, City, Zip Code)

X **Onsite:** At a City-owned facility.

☐ **Other:** _____.
(Please Describe)

**5. Expenses.** Except as otherwise specified in this Agreement or mutually agreed upon by the Parties, the Contractor shall be responsible for all the necessary costs and expenses incurred in connection with the performance of the Services under this Agreement. This may include, but is not limited to, supplies, software, subscriptions, working spaces, equipment, operating costs, business costs, licenses, registrations, employment costs, taxes, Social Security contributions / payments, disability insurance, unemployment taxes, and any other cost that is made in connection with the Services provided Contractor.

**6. Term.** Contractor's engagement with the City, and the terms and conditions of this Agreement, shall be effective as of July 1, 2025 ("Effective Date") and shall terminate on June 30, 2027.

**7. Termination.** This Agreement may be terminated by either Party upon sixty (60) days of prior written notice, or as mutually agreed upon in writing by both Parties. At the time of termination, Contractor agrees to return all the City property in Contractor's possession including, but not limited to, any documents, materials, and other proprietary information belonging to the City, in both physical and electronic form. The City shall issue a final payment to Contractor for all Services provided and due as of the date of termination.

If either Party materially breaches any term of this Agreement, in addition to any other remedies at law or equity, the other Party may terminate the Agreement if such breach is not cured within ten (10) days after written notice of such breach is given.

In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of City, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, City at any time may terminate the engagement of the Contractor immediately and without written notice to the Contractor.

By signing this Agreement, Contractor agrees it may be subject to civil penalties for the filing of false claims as set forth in the California False Claims Act, Government Code sections 12650, et seq.

**8. Relationship of Parties.** It is understood by the Parties that, under the code of the Internal Revenue Service (IRS) and applicable law, the Contractor is an independent contractor with respect to the City. Therefore, the Parties agree and acknowledge that neither the Contractor, or any of its employees, subcontractors, volunteers, or agents (collectively, "Representatives") are employed by the City. Furthermore, at all times during the term of this Agreement, the Contractor and its Representatives shall have no authority, express or implied, to bind the City to any obligation whatsoever. Notwithstanding any other state or federal law to the contrary, the Contractor and its Representatives shall not qualify for, or become entitled to any compensation, benefit, except as specified in this Agreement, or any incident of employment with the City. In its capacity as an independent contractor, Contractor agrees and represents that:

(i) Contractor has the right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed;
(ii) Contractor maintains all necessary licenses, registrations, permits, and certifications required to perform the Services under this Agreement;
(iii) Contractor sets its own hours and maintains a business location that is separate from the business or work location of the City;
(iv) Contractor is customarily engaged in an independently established business providing the same or similar services as provided by this Agreement;
(v) Contractor has the ability to contract with other businesses to provide the same or similar services as provided by this Agreement, without restriction from the City;
(vi) Contractor holds itself out to the public as available to provide the same or similar services;
(vii) Contractor provides its own tools, equipment, software, programs, and any other supplies necessary to perform the Services;
(viii) Contractor can negotiate its own rates;
(ix) Contractor has the right to hire assistants, retain subcontractors, or utilize employees to provide the services required under this Agreement;

(x) Contractor shall be solely responsible for the payment of payroll taxes and any unemployment compensation on behalf of their employees and personnel;

(xi) Contractor shall be responsible for providing all workers' compensation insurance on behalf of their employees and, if Contractor hires employees to perform any work under this Agreement, Contractor agrees to grant workers' compensation coverage to the extent required by law.

By initialing below, Contractor agrees and acknowledges that Contractor has reviewed the enumerated list contained in Section 8. Contractor further agrees and acknowledges that everything listed in subsections (i) through (xi) above is true and accurate.

Initial

RG

_____

Initial

**9. Non-Exclusivity.** It is contemplated that the relationship between the Contractor and the City shall be a non-exclusive one. Contractor has the right and ability to perform services for other business entities, organizations, and/or individuals, without restriction from the City, except where matters may arise as to confidentiality and conflicts of interest.

**10. Indemnification.** Contractor will defend and indemnify the City and its officers, directors, managers, employees, agents, and representatives ("Affiliates") against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens, or other liens, labor disputes, losses, damages, expenses, charges or costs, of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to this Agreement or Contractor's activities pursuant to this Agreement, including without limitation, Claims related to sexual abuse or molestation, and Claims caused by the concurrent negligent act, error, or omission, whether active or passive, of the City and its Affiliates.

**11. Insurance.** Where necessary to perform the Services under this Agreement, Contractor, at its sole cost and expense, shall procure and maintain for the duration of the Agreement the types and amounts of insurance listed below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor and its Representatives. Contractor will obtain and maintain policies of commercial general liability insurance and automobile liability insurance, and worker's compensation insurance and/or sexual abuse and molestation liability insurance, if applicable, from an insurance company authorized to transact the business of insurance in the State of California. The insurance requirements are as follows:

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**(ii) Automobile Liability:** Contractor shall maintain a current and valid Automobile Insurance Policy at or above the minimum level required by the State of California for any and all vehicles used to perform the Services under this Agreement.

**(iii) Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease. Proof of workers' compensation insurance is applicable if Contractor has employees other than self. If Contractor does not have employees other than self, Contractor shall submit a completed "No Employees Declaration Form" provided by the City.

**(iv) Sexual Abuse or Molestation (SAM) Liability:** If the Commercial General Liability policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than $1,000,000 per occurrence.

The insurance will be in force during the life of this Agreement and will not be canceled without thirty (30) days prior written notice to the City by certified mail. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A-:VII. The City of Dublin and its elected officials, officers, employees, agents, and volunteers must be named as additional insureds on commercial general liability insurance, automobile liability insurance, and sexual abuse or molestation liability insurance, if applicable. Contractor's insurance coverage will be primary insurance with respect to City and its elected officials, officers, employees, agents, and volunteers. The insurance policies must include a waiver of all rights of subrogation against the City, its elected or appointed officers, officials, agents, and employees for losses paid under the terms of any policy which arise from work performed by the Contractor for the City (including workers' compensation insurance, if applicable). Any insurance or self-insurance maintained by the City will be in excess of Contractor's insurance and not contributory with it. Contractor will furnish certificates of insurance and endorsements to City prior to City's execution of this Agreement. This Agreement is expressly contingent upon the insurance requirements being met, and this Agreement shall not be complete and no work may commence until Contractor has provided adequate proof of insurance. If the City does not receive the required insurance documents prior to the Contractor beginning work, it shall not waive the Contractor's obligation to provide them. The City reserves the right to modify these requirements, and reserves the right to require complete copies of all required insurance policies at any time.

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

**13.** **Mandated Reporting**. Contractor recognizes and acknowledges that persons under the age of 18 may participate in classes/activities to be conducted by Contractor pursuant to this Agreement. Contractor further recognizes and acknowledges that if any person under the age of 18 does, in fact, participate in said classes/activities, then Contractor is deemed to be a "Mandated Reporter" pursuant to the California Child Abuse and Neglect Reporting Act (Penal Code §§ 11164-11174.3) ("CANRA"). Concurrently with the execution of this Agreement and pursuant to Penal Code section 11166.5, Contractor has been provided with, and has executed, an Acknowledgement of Mandated Requirements, Receipt of Training, and Receipt of Penal Code Statutes, which acknowledgement shall be maintained by the City during the term of this Agreement.

If the Contractor has employees, subcontractors, volunteers, and agents, and those employees, subcontractors, volunteers, and agents will come into contact with minors on a regular basis, those employees must also follow the Mandated Reporter requirements. Contractors who have employees will be required to execute an Acknowledgement and Release of Information, which acknowledgement shall be maintained by the City during the term of this Agreement.

**14.** **TB Test Requirements**. If the Services include contact with minors, Contractor shall produce a certificate, issued by a licensed physician or other authorized agency, showing that within the last two years the Contractor has been examined and has been found to be free of communicable tuberculosis (TB). If the Contractor has employees, those employees must also follow the TB requirements set forth in this Agreement. Contractors who have employees, subcontractors, volunteers, and agents will be required to execute an Acknowledgement and Release of Information, which acknowledgement shall be maintained by the City during the term of this Agreement.

**15. Fingerprint Requirements**. If class/program is open to youth under the age of 18 years, Contractor and any of its employees, subcontractors, volunteers, and agents of the Contractor agrees to fulfill all fingerprint/background checks prior to the first class. Contractor and the Contractor's employees, subcontractors, volunteers, and agents, if any, are not eligible to work until the clearance is received from the Department of Justice and Contractor has been notified by a Parks & Community Services Department representative.

**16. Transporting Participants**. Contractor or any of its employees, subcontractors, volunteers, and agents shall not transport any participant in his/her own vehicle. Transportation is the responsibility of the program participant.

**17. Mutual Representations and Warranties.** Both the City and Contractor represent and warrant that each Party has full power, authority and right to execute and deliver this Agreement, has full power and authority to perform its obligations under this Agreement, and has taken all necessary action to authorize the execution and delivery of this Agreement. No other consents are necessary to enter into or perform this Agreement.

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

**19. Notice.** Any notice or other communication given or made to either Party under this Agreement shall be in writing and delivered by hand, sent by certified or registered mail, return receipt requested, to the addresses provided below or to another address as that Party may subsequently designate by notice, and shall be deemed given on the date of delivery.

| City | Contractor |
|---|---|
| Colleen Tribby<br>City Manager<br>100 Civic Plaza<br>Dublin, CA 94568<br>(925) 833-6650 | Rudolf Graf<br>World Cup Soccer Camps & Clinics<br>3141 Stevens Creek Blvd #300<br>San Jose, CA 95117<br>(408) 354-4949 |

**20. Severability.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

**21. Disputes.** All disputes arising out of this agreement shall be submitted to final and binding arbitration in accordance with the rules of the American Arbitration Association. The dispute shall be submitted to arbitration in accordance with the laws of the State of California. The arbitrator's award shall be final, and judgment may be entered upon it by any court having jurisdiction thereof.

**22. Governing Law and Venue.** In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California. The laws of the State of California will govern this Agreement.

**23. Integration and Amendments.** This Agreement represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral as of the Effective Date. The Parties may amend this Agreement if mutually agreed upon in writing.

**SIGNATURES ON THE FOLLOWING PAGE**

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IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the Effective Date.

**CITY OF DUBLIN:**

BY: _____
SIGNATURE

_____
NAME

DATE: _____

**CONTRACTOR:**

Signed by:
BY: Ruedi Graf _____
2389535FDE7045B...
SIGNATURE

Ruedi Graf
_____
NAME

DATE: 5/15/2025

3629050.1

Attest:

_____
Marsha Moore, City Clerk

Approved as to Form:

_____
City Attorney

Docusign Envelope ID: 0BB26090-23A4-4ECF-8079-36225544D1BA



# EXHIBIT A
## [Description of Services]

World Cup Soccer Camps and Clinics offers a comprehensive range of soccer programs that cater to children of all ages and skill levels. Their programs include soccer camps, clinics, after-school classes, team training, and personal soccer training, all of which are designed to enhance children's soccer abilities.

The Founder and CEO, Rudolf Graf, is a professional soccer player from Switzerland who holds a Professional United States Soccer Federation "A" Level Coaching License and possesses years of experience coaching high school and college teams. World Cup Soccer staff take pride in delivering the highest standard of professional coaching and instruction, earning a well-deserved reputation as one of the best and most effective camp operations in the USA. Classes focus on developing individual player skills, including ball control, dribbling, passing, receiving, and shooting. Each participant receives a World Cup Soccer T-shirt as part of their registration.

Agenda Item 5.10

# STAFF REPORT
## CITY COUNCIL

**DATE:** **June 3, 2025**

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Colleen Tribby, City Manager

**SUBJECT:** First Amendment to the Consulting Services Agreement Between the City of Dublin and Lanlogic, Inc. for the Purchase of Information Technology Services and Related Equipment
*Prepared by: Steve Windsor, Chief Information Security Officer*

**EXECUTIVE SUMMARY:**

The City Council will consider approving the first amendment to the consulting services agreement between the City of Dublin and Lanlogic, Inc. for the purchase of information technology services and related equipment, to remove the not-to-exceed compensation limit.

**STAFF RECOMMENDATION:**

Adopt the **Resolution** Approving the First Amendment to the Consulting Services Agreement Between the City of Dublin and Lanlogic, Inc. for the Purchase of Information Technology Services and Related Equipment.

**FINANCIAL IMPACT:**

Funds for all projects that are either in process or scheduled with Lanlogic, Inc. have been included in the Fiscal Year 2024-25 adopted budget and the upcoming Fiscal Year 2025-26 proposed budget.

**DESCRIPTION:**

On June 6, 2023, the City Council approved a three-year consulting services agreement with Lanlogic, Inc. for the purchase of Information Technology (IT) services and related equipment with an expiration date of June 30, 2026 and a not-to-exceed amount of $450,000.

Over the last year Lanlogic has increased their staffing, capabilities, and service offerings to include sales and installation of the City's preferred security access, badging, and security camera equipment. This has resulted in City IT Staff utilizing Lanlogic more frequently than initially anticipated, and as a result, current IT projects that are either in-progress or scheduled for Fiscal Year 2025-26 will likely exceed the not-to-exceed limit of the contract prior to June

30, 2026.

Accordingly, the City Council is being asked to approve an amendment to the agreement with Lanlogic to remove the not-to-exceed compensation limit and instead be subject to available budget appropriations. This will create efficiencies for Staff in managing projects, allow for quicker procurement of equipment, and is in line with other IT contract arrangements, such as those with CDW, ConvergeOne, and Dell.

**STRATEGIC PLAN INITIATIVE:**

Strategy 3: Infrastructure Maintenance and Reinvestment.
Objective B: Provide on-going condition assessments of aging city facilities and assets.

**NOTICING REQUIREMENTS/PUBLIC OUTREACH:**

The City Council Agenda was posted.

**ATTACHMENTS:**

1) Resolution Approving the First Amendment to the Consulting Services Agreement Between the City of Dublin and Lanlogic, Inc. for the Purchase of Information Technology Services and Related Equipment
2) Exhibit A to the Resolution – First Amendment to the Consulting Services Agreement with Lanlogic, Inc. for the Purchase of Information Technology Services and Related Equipment
3) Consulting Services Agreement with Lanlogic Inc.

**RESOLUTION NO. XX – 25**

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

**APPROVING THE FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND LANLOGIC, INC. FOR THE PURCHASE OF INFORMATION TECHNOLOGY SERVICES AND RELATED EQUIPMENT**

**WHEREAS,** the City has previously engaged Lanlogic, Inc. for a three-year term for the purchase of information technology services and related equipment and that agreement is set to end on June 30, 2026; and

**WHEREAS,** Lanlogic, Inc. has expanded its staff and capabilities, giving the City greater access to deeper technological expertise, more competitive equipment pricing, and a better customer experience; and

**WHEREAS,** Staff has used these new capabilities to complete and engage in previously budgeted and approved projects and utilized Lanlogic, Inc. more than was anticipated at the beginning of this three-year contract; and

**WHEREAS,** to continue to have access to these new capabilities and improved pricing, Staff desires to amend the agreement to remove the not-to-exceed amount and make future purchasing subject to available budget appropriation.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Dublin does hereby approve the Amendment to the consulting services agreement with Lanlogic, Inc., as attached hereto as **Exhibit A**. and hereby authorizes and delegates authority to the City Manager to sign the Amendment to the Agreement with Lanlogic, Inc.

**PASSED, APPROVED AND ADOPTED** this 3rd day of June 2025, by the following vote:

**AYES**:

**NOES**:

**ABSENT**:

**ABSTAIN**:

_____
Mayor

**ATTEST**:

_____
City Clerk

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# FIRST AMENDMENT TO CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND LANLOGIC, INC. FOR THE PURCHASE OF INFORMATION TECHNOLOGY SERVICES AND RELATED EQUIPMENT

**WHEREAS,** on July 1st, 2023, the City of Dublin (hereinafter referred to as "CITY") and Lanlogic, Inc. (hereinafter referred to as "CONSULTANT") entered into a Consulting Services Agreement for the purchase of Information Technology services and related equipment (hereinafter referred to as the “AGREEMENT”); and

**WHEREAS,** the existing AGREEMENT expires on June 30th, 2026; and

**WHEREAS,** the CITY and CONSULTANT now wish to amend the Agreement to make future purchases from the Consultant subject to available budget appropriations.

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

1) The not to exceed compensation, set forth in section 2.0 of the agreement, shall be updated to make future purchasing from Consultant subject to available budget appropriation.

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

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

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

**SIGNATURES ON THE FOLLOWING PAGE**

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**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: _____
Colleen Tribby, City Manager

Dated: _____

**LANLOGIC, INC. (QUESTSYS)**

By: DocuSigned by: Ryan Okeeffe 8AC58D0CE401420... _____
Ryan Okeeffe, Director of Contract Management

**ATTEST:**

By: _____
Marsha Moore, City Clerk

**APPROVED AS TO FORM:**

By: _____
City Attorney

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# CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND LANLOGIC, INC. FOR THE PURCHASE OF INFORMATION TECHNOLOGY SERVICES AND RELATED EQUIPMENT

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and Lanlogic, Inc. ("Consultant") (together sometimes referred to as the "Parties") as of July 1st, 2023 (the "Effective Date").

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

**1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on Jun 30th, 2026 the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month-to-month basis for up to 6 months upon the written consent of the Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

**1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

**1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that the City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

**1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Consultant's obligations hereunder.

**1.5 [Intentionally Delated].**

**1.6 [Intentionally Delated].**

**Section 2. COMPENSATION.** City hereby agrees to pay Consultant a not to exceed sum of $450,000. Notwithstanding any contrary indications that may be contained in Consultant's proposal, for

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

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

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

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

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

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

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

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

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

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

**2.6** **Reimbursable Expenses.** Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the normal billing and compensation provided under this Agreement.

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

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

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

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**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

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

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

**4.1 Workers' Compensation.**

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

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

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

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a. Certificate of Liability Insurance in the amounts specified in the section; and

b. Waiver of Subrogation Endorsement as required by the section.

**4.2 Commercial General and Automobile Liability Insurance.**

**4.2.1 General Requirements.** Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than $1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including without limitation, blanket contractual liability and the use of owned and non-owned automobiles.

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

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

a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.

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

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d. For any claims related to this Agreement or the work hereunder, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

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

a. Certificate of Liability Insurance in the amounts specified in the section;

b. Additional Insured Endorsement as required by the section;

c. Waiver of Subrogation Endorsement as required by the section; and

d. Primary Insurance Endorsement as required by the section.

**4.3 Professional Liability Insurance.**

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

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

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

b. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 3 years after completion of work under this Agreement.

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

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

**4.4** **All Policies Requirements.**

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

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

**4.4.3** **Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

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

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

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- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

- Terminate this Agreement.

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

**Section 6. STATUS OF CONSULTANT.**

**6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Consultant further acknowledges that Consultant performs Services outside the usual course of the City's business; and is customarily engaged in an independently established trade, occupation, or business of the same nature as the Consultant performs for the City and has the option to perform such work for other entities. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

**6.2 Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

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

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

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regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

**7.3** **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

**7.4** **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

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

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

## Section 8. TERMINATION AND MODIFICATION.

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

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

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

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**8.2** **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

**8.3** **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

**8.4** **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

**8.5** **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

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

**8.6.1** Immediately terminate the Agreement;

**8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

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

**8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

## Section 9. KEEPING AND STATUS OF RECORDS.

**9.1** **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications,

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

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

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

## Section 10. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

**10.6** **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

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

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

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

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

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

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

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

Lanlogic, Inc.
Att: Dan Ferguson
248 Rickenbacker Circle
Livermore, CA 94551

Any written notice to City shall be sent to:

City of Dublin
Att: Steve Windsor
100 Civic Plaza
Dublin, CA 94568

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

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

**10.12** **Counterparts 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.

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

**SIGNATURES ON FOLLOWING PAGE**

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

CITY OF DUBLIN

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

Attest:
DocuSigned by:
Marsha Moore
9BB70815D22F48A...
Marsha Moore, City Clerk

Approved as to Form:
DocuSigned by:
Camilla Gatz
21204750D69C449...
City Attorney

LANLOGIC, INC.

DocuSigned by:
Dan Ferguson
1F6A2FD5738F479...
Daniel L. Ferguson, President & CEO

3070368.1

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# EXHIBIT A

## SCOPE OF SERVICES

**Project/ Task Objectives and Requirements**

- IT support of the City of Dublin network on task order basis as directed by the City

**Scope of Work and Deliverables**

The Consultant shall provide services and staff, and otherwise do all things reasonably necessary for or incidental to the performance of work, as set forth below:

- Network engineering and support services performed onsite and remotely
- Microsoft server and VMware engineering and support services
- IT project management
- Interface with City vendors including network carriers, the County of Alameda, contractors and other services as needed
- Staff augmentation during vacations and extended leaves
- Network infrastructure hardware and related equipment (examples - CISCO network Switches and Meraki Wifi Access Points)

The Consultant shall procure and deliver to City of Dublin the following:

- Documentation of any project
- Detailed time logs of all work performed
- Monthly billing of any services

The following are not included within this scope of service:

- Projects that have been authorized under a separate PO

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# EXHIBIT B

## COMPENSATION SCHEDULE

Lanlogic, Inc. will guarantee the following hourly rates for the term of this agreement as follows:

| Fiscal Years | 2023-2024 | 2024-2025 | 2025-2026 |
|---|---|---|---|
| T&M Hourly Network Engineer | $195.00 | $201.00 | $207.00 |
| After Hours/Weekends | $292.00 | $301.00 | 310.00 |
| Note: Annual rate increases will not exceed CPI up to a maximum of 3%. | | | |

The City shall pay the Consultant the amount noted above for the performance of all activities necessary for or incidental to the performance of work as set forth in this agreement. Consultant will provide invoices to the City on a monthly basis as requested by the City on an as needed basis.

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# EXHIBIT C

## INDEMNIFICATION

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, elected officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services called for or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

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

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

Agenda Item

# STAFF REPORT

CITY COUNCIL

**DATE:** **June 3, 2025**

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Colleen Tribby, City Manager

**SUBJECT:** Update Designation of Positions Authorized to Approve Local Agency Investment Fund Transactions
*Prepared by: Wendy Lam, Accounting Manager*

## EXECUTIVE SUMMARY:

The City Council will consider a resolution updating the City's designation of positions authorized to approve fund transactions with the Local Agency Investment Fund.

## STAFF RECOMMENDATION:

Adopt the **Resolution** Updating the Designation of Positions Authorized to Approve Local Agency Investment Fund Transactions.

## FINANCIAL IMPACT:

None.

## DESCRIPTION:

The Local Agency Investment Fund (LAIF) is a voluntary investment program for California local governments administered by the California State Treasurer. The City of Dublin has used LAIF since 1982 to take advantage of pooled investing while managing the City's cash flow needs.

On June 20, 2023, the City Council approved changes to the City's Personnel System which included updating the title of Administrative Services Director to Finance Director. Additionally, on September 5, 2023, the position of Accounting Manager was added to the City's Classification Plan.

The list of positions authorized to conduct transactions with LAIF must be revised via formal action by the City Council to align with the City's Personnel System. The changes are outlined below.

| Current Position | Updated Position |
|---|---|
| Administrative Services Director | Finance Director |
| Finance Manager | Accounting Manager |
| City Manager | No Change |
| Assistant City Manager | No Change |

**STRATEGIC PLAN INITIATIVE:**

None.

**NOTICING REQUIREMENTS/PUBLIC OUTREACH:**

The City Council Agenda was posted.

**ATTACHMENTS:**

1) Resolution Updating the Designation of Positions Authorized to Approve Local Agency Investment Fund Transactions

**RESOLUTION NO. XX – 25**

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

**UPDATING THE DESIGNATION OF POSITIONS AUTHORIZED TO APPROVE LOCAL AGENCY INVESTMENT FUND TRANSACTIONS**

**WHEREAS,** the Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

**WHEREAS,** the City Council hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of the City of Dublin; and

**WHEREAS,** Resolution 12-82 authorized the deposit and withdrawal of the City of Dublin monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein; and

**WHEREAS,** Resolution 26-07 authorized and designated the incumbents in the positions of City Manager, Assistant City Manager, Administrative Services Director, and Finance Manager to order the deposit and withdrawal of the City of Dublin monies in the Local Agency Investment Fund; and

**WHEREAS,** the City Council approved changes to the Personnel System in June and September of 2023, changing the Administrative Service Director to Finance Director and Assistant Director of Administrative Services to the Accounting Manager, respectively, requiring a change in the authorized positions for the Local Agency Investment Fund.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council hereby updates the City's designation of authority for the deposit and withdrawal of the City of Dublin monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

**BE IT FURTHER RESOLVED**, as follows:

Section 1. The following City of Dublin officers holding the title(s) specified hereinbelow or their successors in office are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

| Colleen Tribby | Jeff Baker | Jay Baksa | Wendy Lam |
|---|---|---|---|
| City Manager | Assistant City Manager | Finance Director | Accounting Manager |

Section 2. This resolution shall remain in full force and effect until rescinded by the City Council by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.

**PASSED, APPROVED AND ADOPTED** this 3rd day of June 2025, by the following vote:

**AYES**:

**NOES**:

**ABSENT**:

**ABSTAIN**:

_____
Mayor

**ATTEST**:

_____
City Clerk

DUBLIN
CALIFORNIA

# STAFF REPORT
## CITY COUNCIL

**DATE:** **June 3, 2025**

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Colleen Tribby, City Manager

**SUBJECT:** Purchase and Sale Agreement with the Dublin Unified School District to convey the Dublin Crossing Development School Site (Assessor's Parcel Number 986-0001-001-32)
*Prepared by: Felicia Escover, Economic Development Manager*

**EXECUTIVE SUMMARY:**

The City Council will consider approval of a Purchase and Sale Agreement (PSA) between the City of Dublin and the Dublin Unified School District (DUSD) for the conveyance of Parcel D (Assessor's Parcel Number 986-0001-001-32) within the Dublin Crossing development. The property, previously acquired by the City at no cost as part of the Dublin Crossing Development Agreement, has been leased to DUSD since 2018 for the construction of a public school. The PSA formalizes the transfer of fee title to DUSD for a nominal cost of $1.00. The DUSD Board approved the PSA and Resolution No. 2024/25-53 at its meeting on May 13, 2025.

**STAFF RECOMMENDATION:**

Adopt the **Resolution** Approving the Purchase and Sale Agreement with the Dublin Unified School District for the Dublin Crossing Development School Site (Assessor's Parcel Number 986-0001-001-32) and Authorizing the City Manager to Execute the Agreement and Take Related Actions.

**FINANCIAL IMPACT:**

The purchase price of the property is $1.00. All associated closing costs, estimated at approximately $50,000, will be paid by DUSD.

**DESCRIPTION:**

**Background - Dublin Crossing Project**
The Dublin Crossing Project is a 189-acre master-planned, mixed-use development centrally located within the City of Dublin, generally bounded by Scarlett Drive to the west, Dublin Boulevard to the south, Arnold Road to the east, and 5th Street to the north. The project site includes land formerly owned by the U.S. Army (Camp Parks), the Alameda County Surplus Property Authority, and the National Aeronautics and Space Administration.

The concept for Dublin Crossing originated in 2004 when the City partnered with the U.S. Army Reserve to conduct a strategic visioning process. This process led to a shared vision for the redevelopment of a portion of the Camp Parks Reserve Forces Training Area. After a competitive process, SunCal Companies was selected by the Army in 2008 as the master developer, and in April 2011, a Real Property Exchange Agreement was finalized between the Army and SunCal. This agreement laid the groundwork for a phased land transfer, with SunCal responsible for delivering new military facilities in exchange for development rights.

On November 5, 2013, following several years of planning, public input, and environmental review, the City Council adopted the Dublin Crossing Specific Plan (Resolution 187-13) and certified the project's Environmental Impact Report (Resolution 186-13).

The City also adopted a Development Agreement (Ordinance 08-13) with Dublin Crossing Venture LLC (SunCal) to implement the project. The land plan and infrastructure phasing were driven by the Army's timeline and SunCal's obligation to construct certain facilities before acquiring land in phases.

Subsequent amendments to the Specific Plan and Development Agreement were adopted by the City Council in 2015 (Amendment No. 1) and 2016 (Amendment No. 2). These amendments facilitated the City's acquisition of the 12-acre school site.

**Future School Site**
A key component of the Dublin Crossing Specific Plan is the inclusion of a 12-acre school site (Parcel D), which was set aside to address the increasing demand for school facilities in eastern Dublin. The site is centrally located within the development and was designed to accommodate approximately 900 students.

Recognizing that DUSD faced barriers to acquiring land at the then-estimated value of $36 million, the City initiated discussions with the developer in 2014 to explore mechanisms to facilitate the school's development. These discussions resulted in a revised entitlement framework and Amendment No. 1 to the Development Agreement, which allowed the City to acquire Parcel D at no cost.

To formalize the City's partnership with DUSD, the parties executed a Memorandum of Understanding (MOU) on May 19, 2015, which was later amended in 2016. The MOU established a framework under which the City would lease Parcel D to DUSD for $1.00 per year, with an exclusive option for the District to purchase the property under specified

conditions.

On May 15, 2018, the City and DUSD entered into a Ground Lease and Property Option Agreement. This agreement granted the District immediate rights to develop the site while reserving the opportunity to acquire fee title in the future. Construction of Shamrock Hills School began in 2023, and on March 28, 2024, DUSD submitted formal notice to exercise its purchase option.

**Purchase and Sale Agreement**
Following the process outlined in the MOU, the parties finalized a Purchase and Sale Agreement (PSA) that conveys Parcel D to DUSD for $1.00, with the District covering all escrow and closing costs. The DUSD Board of Trustees approved the PSA and adopted Resolution No. 2024/25-53 on May 13, 2025.

***Joint Use Facilities***
As part of the Purchase and Sale Agreement (PSA) and consistent with prior agreements including the 2018 Ground Lease and Property Option Agreement, the City will retain joint use rights to several recreational facilities constructed on the 12-acre school site. These joint use facilities are intended to benefit both school operations and the broader Dublin community, ensuring that the site serves as a shared asset.

Key terms outlined in the PSA include:

- No-Cost Access: DUSD will make the joint use facilities available to the City at no cost.
- Facility Scope: At a minimum, the Joint Use Facilities will include:
    - The multi-purpose room (e.g., gymnasium)
    - Blacktop areas (e.g., outdoor courts/playgrounds)
    - The athletic field area
- Field Access: DUSD and the City will work to ensure that at least three acres of the field area will be included in the joint use facilities to accommodate after-hours park and recreational needs.
- Total Area: The goal is for the total joint use area to comprise at least five acres of the overall 12-acre site.
- Design Collaboration: DUSD will consult with the City during the design phase to ensure the facilities support both school and community uses.
- Maintenance Standards: DUSD will maintain the field areas according to agreed-upon standards outlined in the PSA.

A formal Joint Use Agreement will be established prior to the opening of the school as required by the terms of the PSA.

**STRATEGIC PLAN INITIATIVE:**

None.

**NOTICING REQUIREMENTS/PUBLIC OUTREACH:**

The City Council Agenda was posted and a copy of the Staff Report was shared with DUSD.

**ATTACHMENTS:**

1) Resolution Approving the Purchase and Sale Agreement with the Dublin Unified School District for the Dublin Crossing Development School Site (Assessor's Parcel Number 986-0001-001-32) and Authorizing the City Manager to Execute the Agreement and Take Related Actions
2) Exhibit A to the Resolution – Purchase and Sale Agreement

**RESOLUTION NO. XX – 25**

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

**APPROVING THE PURCHASE AND SALE AGREEMENT WITH THE DUBLIN UNIFIED SCHOOL DISTRICT FOR THE DUBLIN CROSSING DEVELOPMENT SCHOOL SITE (ASSESSOR'S PARCEL NUMBER 986-0001-001-32) AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND TAKE RELATED ACTIONS**

**WHEREAS,** on November 5, 2013, the City Council adopted the Dublin Crossing Specific Plan (Resolution No. 187-13) and certified the related Environmental Impact Report (Resolution No. 186-13), authorizing the development of a 189-acre mixed-use community that includes a 12-acre school site; and

**WHEREAS,** the City entered into a Development Agreement with Dublin Crossing Venture LLC (Ordinance No. 08-13), which was later amended in 2015 and 2016 to facilitate the City's acquisition of Parcel D at no cost, allowing it to be set aside for future school development; and

**WHEREAS,** on May 19, 2015, the City and the Dublin Unified School District (DUSD) executed a Memorandum of Understanding (MOU), later amended, which established a framework for leasing Parcel D to DUSD for $1.00 per year with an exclusive purchase option; and

**WHEREAS,** on May 15, 2018, the City and DUSD entered into a Ground Lease and Property Option Agreement, granting DUSD the right to construct a public school on Parcel D and to later acquire fee title; and

**WHEREAS,** DUSD has exercised its option to purchase the site and, on May 13, 2025, the DUSD Board of Trustees approved the Purchase and Sale Agreement and adopted DUSD Resolution No. 2024/25-53; and

**WHEREAS,** under the terms of the Purchase and Sale Agreement, the City will convey Parcel D (Assessor's Parcel Number 986-0001-001-32) to DUSD for a nominal price of $1.00, with DUSD responsible for all associated closing costs; and

**WHEREAS,** the Purchase and Sale Agreement ensures that the City will retain joint use rights to several recreational facilities constructed on the site, including the multi-purpose room, blacktop, and at least three acres of field area, with the intent that at least five acres of the site will be available for shared community and school use at no cost to the City.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Dublin Approve the Purchase and Sale Agreement between the City of Dublin and the Dublin Unified School District, in substantially the form attached hereto as **Exhibit A** and authorizes the City Manager to execute the Purchase and Sale Agreement and all related documents necessary to complete the conveyance of Assessor's Parcel Number 986-0001-001-32 to the Dublin Unified School District.

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

**PASSED, APPROVED AND ADOPTED** this 3rd day of June 2025, by the following vote:

**AYES**:

**NOES**:

**ABSENT**:

**ABSTAIN**:

_____
Mayor

**ATTEST**:

_____
City Clerk

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# PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "**Agreement**") is entered into as of _____ ____, 2025, (the "**Effective Date**"), by and between the CITY OF DUBLIN, a California municipal corporation ("**City**"), and the Dublin Unified School District ("**DUSD**" or "**District**"), a California public school district. DUSD and City are individually referred to herein as a "**Party,**" and collectively referred to herein as the "**Parties.**"

## RECITALS

A. Pursuant to a Development Agreement by and between the City of Dublin and Dublin Crossing Venture LLC relating to the Dublin Crossing Project effective November 19, 2013, as amended by Amendment No. 1, effective June 16, 2015, and as further amended by Amendment No. 2, effective February 9, 2016, Dublin Crossing Venture LLC ("Developer") committed to dedicate a twelve (12) net acre school site to the City, and City holds contractual rights to said school site as a condition of Developer being permitted to move forward with construction of the Dublin Crossing development ("Dublin Crossing"). The specified twelve (12) net acre school site is situated within the City of Dublin, County of Alameda, State of California, on a portion of Assessor's Parcel No. 986-0001-001-32, identified as Parcel D in the final map for Tract 8415, filed December 12, 2018 in Book 357 of Maps, Pages 88 through 92, in the Office of the County Recorder of Alameda County (the "Property"). The Property is further identified in Exhibit A hereto ("Property").

B. Pursuant to a Memorandum of Understanding between the City and the District, dated May 19, 2015, as amended by First Amendment to Memorandum of Understanding, dated May 3, 2016, and as further amended by Second Amendment to Memorandum of Understanding, dated December 20, 2016 (collectively, the "MOU"), and in recognition of the District's lack of funds to purchase a 12-acre Kindergarten through 8th grade ("K-8") school site valued at approximately Thirty Six Million Dollars ($36,000,000) to serve Dublin Crossing, the Parties agreed to make their best reasonable efforts to successfully negotiate an agreement or agreements that would result in the City's lease of the Property to the District for the nominal sum of One Dollar ($1.00) per year.

C. Pursuant to a Development Impact Mitigation Agreement effective April 28, 2015 ("Impact Mitigation Agreement"), Developer and District agreed that Developer would pay certain mitigation fees to District to support adequate school facilities to house students, including those from Dublin Crossing. The Developer's obligations under the Impact Mitigation Agreement are expressly contingent on Developer's dedication of a twelve (12) acre school site to the City for the purpose of the City's leasing said school site to District. The value of the twelve (12) acre school site was included when Developer and District calculated the mitigation fees included in the Impact Mitigation Agreement, so that the total mitigation included both the fees and the value of the school site, with the site to be provided to the District in lieu of additional mitigation fees.

D. The City and DUSD thereafter entered into an Agreement for Ground Lease and Property Option ("Ground Lease and Property Option") that was adopted by the City Council and

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executed effective May 1, 2018. Pursuant to the Ground Lease and Property Option, DUSD was granted the ability to lease the Property for $1.00 per year for a five-year term, commencing upon the City's acquisition of fee title to the Property, with an option to purchase the Property exercisable upon the District's satisfaction of certain conditions as set forth in the Ground Lease and Property Option.

E. The City received an Irrevocable Offer of Dedication for Parcel D of Tract Map 8415 on May 6, 2019, from Dublin Crossing, LLC. The transfer of fee title occurred on January 10, 2024. Following this, the City issued a Commencement Notice to DUSD on January 12, 2024, as required by the Ground Lease and Property Option.

F. On March 28, 2024, the Dublin Unified School District submitted an Exercise Notice and documentation confirming adherence to the preconditions outlined in Section 21.9 of the Ground Lease and Property Option, thereby initiating the purchase and sale agreement process.

G. As the title holder of the Property, the City intends to convey it to DUSD to construct and operate a school, encompassing a gymnasium, playground, and park facilities that will be available for joint use.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the Parties, DUSD and City hereby agree as follows:

1. INCORPORATION OF RECITALS AND EXHIBITS. The Recitals set forth above and the Exhibits attached to this Agreement are each incorporated into the body of this Agreement as if set forth in full.

2. PURCHASE AND SALE.

2.1 Agreement to Buy and Sell. Subject to the terms and conditions set forth herein, City hereby agrees to sell the Property to DUSD, and DUSD hereby agrees to acquire the Property from City.

2.2 Purchase Price. The purchase price for the Property to be paid by DUSD to City (the "Purchase Price") is One Dollar ($1.00).

2.3 Payment of Purchase Price. DUSD will pay the sum of One Dollar ($1.00) in immediately available funds on the Closing Date.

3. ESCROW.

3.1 Escrow Account. The City shall open an escrow account (the "Escrow") with Fidelity National Title Company (the "Escrow Holder") according to the instructions outlined in the Ground Lease and Property Option Section 21.5 no later than seven (7) days after the District's delivery of the Exercise Notice. Escrow Holder shall perform all Escrow and title services in connection with this Agreement.

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3.2 Payment of Escrow Fees. The District bears the responsibility for covering any escrow and title fees and must remit the total sum of these expenses on the Closing Date. City shall pay the Alameda County documentary transfer tax.

3.3 Satisfaction of Due Diligence Contingency. DUSD shall have the right to terminate this Agreement for any reason prior to the expiration of the "Due Diligence Contingency Period" (as defined in Section 4.2 below). DUSD hereby agrees to provide written notice to City prior to the expiration of the Due Diligence Contingency Period if DUSD disapproves any due diligence items or approves all due diligence items ("**DUSD Notice**"). If DUSD disapproves any items through the delivery of the DUSD Notice to City before 5:00 p.m. on the last day of the Due Diligence Contingency Period, this Agreement shall terminate and neither Party shall have any further rights or obligations hereunder except those which expressly survive the termination hereof. If DUSD fails to timely deliver the DUSD Notice to City, it will be conclusively presumed that City has approved all such items, matters or documents.

4. PROPERTY DISCLOSURE REQUIREMENTS.

4.1 Condition of Title/Preliminary Title Report. City shall cause the Escrow Holder to deliver to DUSD a Preliminary Title Report for the Property (the "**Preliminary Report**") within fifteen days (15) days after the Effective Date. DUSD shall have ten (10) days after receipt of the Preliminary Report to approve the Preliminary Report. If there are any changes to the Preliminary Report prior to Closing, DUSD shall have five (5) days after receipt of the revised Preliminary Report to approve such changes. Regardless of DUSD's delivery of the DUSD Notice, DUSD is obligated to accept title to the Property without regard to items including but not limited to: (a) standard printed exceptions in the buyer's title policy, (b) general and special real property taxes and assessments constituting a lien not yet due and payable, and (c) any other title exceptions.

4.2 Due Diligence Contingency Period. DUSD will have fifteen (15) days from the Effective Date (the "**Due Diligence Contingency Period**") to complete physical inspections of the Property and due diligence related to the purchase of the Property. During the Due Diligence Contingency Period, representatives of DUSD shall have the right of access to all portions of the Property, at all reasonable times, for the purpose of conducting studies, inspections and investigations of the Property and obtaining data and making surveys and tests necessary to carry out this Agreement, including the investigation of the environmental condition of the Property, and geotechnical, seismic, mechanical, and engineering testing. Any such access to the Property by DUSD shall be done at the sole expense of DUSD and shall be coordinated with City's representatives. Any surveys and tests shall be undertaken only after securing any necessary permits from the appropriate governmental agencies. DUSD hereby agrees to indemnify and hold City harmless for any damage to the Property caused (but not merely revealed) by DUSD's inspections.

4.3 Property Disclosure. California Health & Safety Code section 25359.7 requires owners of non-residential real property who know, or have reasonable cause to believe, that any release of hazardous substances are located on or beneath the real property to provide written notice of same to the buyer of real property. Other applicable laws require City to

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provide certain disclosures regarding natural hazards affecting the Property. City agrees to disclose to DUSD all material information with respect to the Property and all defects therein known by City, and to make all necessary disclosures required by law within fifteen (15) days from the Effective Date. City hereby represents to the best of its knowledge that it is not aware of and has not received any notice or communication from any government agency having jurisdiction over the Property notifying City of the presence of surface or subsurface zone Hazardous Materials in, on, or under the Property or any portion thereof. "Best of its knowledge," as used herein, shall not impose a duty of investigation, and shall be limited to the best knowledge of City employees and agents who manage the Property or have participated in the preparation of this Agreement, and all documents and materials in the possession of City.

District agrees to defend, indemnify, and hold harmless City and its officials, boards, commissions, employees, agents, and representatives from, and remediate the Property from, any release of any hazardous substance caused by District or its agents and any damage, loss, expense, or liability resulting from such release, including all attorneys' fees, costs, and penalties incurred as a result thereof, except any release caused by the negligence or intentional act or omission of City and its employees or agents.

4.4 Occupants of the Property. DUSD shall, at no cost or expense to City, be responsible for (i) causing all occupants of the Property (if any) other than District to vacate prior to the Closing, and (ii) for complying and/or causing compliance with all applicable laws and regulations concerning the displacement and/or relocation of all eligible persons from the Property, including without limitation, compliance with the California Relocation Assistance Law, California Government Code Section 7260, *et seq.*, all state and local regulations implementing such laws, and all other applicable state and local laws and regulations.

5. CLOSING AND PAYMENT OF PURCHASE PRICE.

5.1 Closing. The closing ("**Closing**" or "**Close of Escrow**") will occur no later than thirty (30) days after the end of the Due Diligence Contingency Period ("**Closing Date**"). In the event that Closing has not occurred on or prior to the Closing Date, either Party not then in default may, upon five (5) days advance written notice to the other Party, terminate this Agreement and the Escrow. If neither Party so elects to terminate this Agreement and the Escrow, Escrow Holder shall close the Escrow as soon as possible. Upon any termination of this Agreement, neither Party shall have any further rights or obligations hereunder; except for the rights and obligations expressly provided to survive termination of this Agreement.

5.2 DUSD's Conditions to Closing. The Close of Escrow and DUSD's obligation to purchase the Property is subject to the satisfaction of all of the following conditions or DUSD's written waiver (in District's sole disretion) of such conditions on or before the Closing Date:

(a) Expiration of the Due Diligence Contingency Period with no exercise by DUSD of its rights under this Agreement to terminate this Agreement.

(b) City has deposited into the Escrow a fully executed "Grant Deed" (as defined in Section 5.5(a) below) and all other documents to be submitted by City pursuant to this Agreement, all duly executed by City.

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(c) City has paid (or caused to be deposited, as the case may be) the Alameda County documentary transfer tax according to Section 3.2 above.

(d) City's representations and warranties herein are true and correct in all material respects as of the Closing Date.

(e) City has performed all obligations to be performed by DUSD pursuant to this Agreement.

5.3 City's Conditions to Closing. The Close of Escrow and City's obligation to sell and convey the Property to DUSD are subject to the satisfaction of the following conditions or City's written waiver (in City's sole discretion) of such conditions on or before the Closing Date:

(a) DUSD has deposited (or caused to be deposited, as the case may be) into the Escrow the Down Payment and all Escrow fees and costs of the buyer's title policy that are the responsibility of DUSD under Section 5.5(d) below.

(b) DUSD has deposited into the Escrow a fully executed Acceptance of Grant Deed and all other documents to be submitted by City pursuant to this Agreement, all duly executed by DUSD.

(c) DUSD's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date.

(d) DUSD has performed all obligations to be performed by City pursuant to this Agreement before Closing Date.

(e) District shall have caused all occupants of the Property, other than District, to vacate the Property.

5.4 Conveyance of Title. City will deliver fee simple title to DUSD at the Closing.

5.5 Deliveries at Closing.

Deliveries by City. City shall deposit into the Escrow for delivery to DUSD at Closing: (i) a grant deed, substantially in the form of Exhibit B attached hereto and incorporated herein (the "**Grant Deed**"); and (ii) any other documents required for the Escrow.

Deliveries by DUSD. No less than one (1) business day prior to the close of Escrow, DUSD shall deposit into Escrow (i) the Acceptance of the Grant Deed, and (ii) immediately available funds in the amount of the Purchase Price, and Escrow and title fees.

Closing. Upon Closing, Escrow Holder shall: (i) record the Grant Deed; (ii) disburse to City the Purchase Payment and any Escrow and title fees, costs and expenses; (iii) deliver to DUSD a

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conformed copy of the original recorded Grant Deed; and (iv) distribute to itself the payment of Escrow fees and expenses required hereunder.

Closing Costs. DUSD shall be responsible for Escrow fees (including the costs of preparing documents and instruments), recording fees, governmental conveyance fees and transfer taxes (if any). DUSD shall be responsible for the buyer's title policy in the amount of the Purchase Price.

Property Taxes. Because the City is exempt from the payment of property taxes, no proration of property taxes will be made at the Close of Escrow, and DUSD shall be responsible for all property taxes and assessments payable in connection with DUSD's ownership of the Property.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

6.1 City's Representations, Warranties and Covenants. In addition to the representations, warranties and covenants of City contained in other sections of this Agreement, City hereby represents, warrants and covenants to City that the statements below in this Section 6.1 are each true and correct as of the Closing Date; provided, however, if to City's actual knowledge any such statement becomes untrue prior to Closing, City will notify DUSD in writing and DUSD will have three (3) business days thereafter to determine if DUSD wishes to proceed with Closing. If DUSD determines it does not wish to proceed, then the terms of Section 6.2 will apply.

(a) Authority. City has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly executed by City, and upon delivery to and execution by DUSD is a valid and binding agreement of City. City has complied with, and is not required to take any further actions to comply with City property conveyance requirements.

(b) Encumbrances. City has not sold, leased, alienated, encumbered, transferred, mortgaged, assigned, pledged, or otherwise conveyed its interest in the Property or any portion thereof, nor entered into any agreement to do so, and there are no liens, encumbrances, mortgages, leases, covenants, conditions, reservations, restrictions, easements or other matters affecting the Property, except as disclosed in the Preliminary Report. City will not, directly or indirectly, sell, lease, alienate, encumber, transfer, mortgage, assign, pledge, or otherwise convey its interest in the Property or any portion thereof prior to the Close of Escrow, as long as this Agreement is in force.

(c) Other Agreements. There are no leases, purchase agreements, use agreements, or other agreements affecting the Property except those which have been disclosed by City. There are no agreements affecting the Property which will be binding on DUSD or the Property after the Close of Escrow, which cannot be terminated on thirty (30) days prior written notice.

The truth and accuracy of each of the representations and warranties, and the performance of all covenants of City contained in this Agreement are conditions precedent to DUSD's obligation to proceed with the Closing hereunder. The foregoing representations and warranties shall survive the expiration, termination, or close of Escrow of this Agreement and shall not be deemed merged into the deed upon closing.

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6.2 District's Representations and Warranties. In addition to the representations, warranties and covenants of DUSD contained in other sections of this Agreement, DUSD hereby represents, warrants and covenants to the City that the statements below in this Section 6.2 are each true as of the Effective Date, and, if to DUSD's actual knowledge any such statement becomes untrue prior to Closing, DUSD shall so notify City in writing and City shall have three (3) business days thereafter to determine if City wishes to proceed with Closing.

(a) DUSD has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly executed by DUSD, and upon delivery to and execution by City shall be a valid and binding agreement of DUSD.

(b) Other than the District, there are no tenants, occupants or other persons who reside on the Property or have any right to occupy the Property.

(c) Upon acquisition of the Property, DUSD intends to construct and operate a school encompassing a gymnasium, playground, and park facilities. The Gymnasium, park, and playground facilities, following District's completion of construction, shall be subject to the Parties' joint use between Parties pursuant to Section 9 herein.

The truth and accuracy of each of the representations and warranties, and the performance of all covenants of DUSD contained in this Agreement are conditions precedent to City's obligation to proceed with the Closing hereunder.

7. REMEDIES. In the event of a breach or default under this Agreement by DUSD, if such breach or default occurs prior to Close of Escrow, City reserves the right to either (a) seek specific performance from DUSD or (b) to do any of the following: (i) to waive the breach or default and proceed to close as provided herein; (ii) to extend the time for performance and the Closing Date until DUSD is able to perform; or (iii) to terminate this Agreement upon written notice to DUSD, whereupon City shall cause Escrow Holder to return to DUSD any and all sums placed into the Escrow by DUSD, and except for the rights and obligations expressly provided to survive termination of this Agreement, neither Party shall have any further obligations or liabilities hereunder. IN NO EVENT SHALL EITHER PARTY BE ENTITLED TO LOST PROFITS OR CONSEQUENTIAL DAMAGES AS A RESULT OF THE OTHER PARTY'S BREACH OF THIS AGREEMENT.

8. PERMITS. District shall comply with all applicable laws related to the construction of the School Facilities. District shall ensure that the School Facilities and related improvements are consistent with any and all federal, state and local requirements applicable to such Improvements. District shall make best efforts to obtain all necessary state approvals for use of the Property for the School Facilities. In the event that District is unable to obtain such approvals despite its best efforts due to the condition of the Property, the Parties shall meet and confer regarding means to achieve such approvals.

9. JOINT USE AGREEMENT. The District acknowledges that the Gymnasium, park, and playground facilities, following District's completion of construction, will be subject to the Parties' joint use of those facilities at no cost to the City. The Parties agree to negotiate in good faith an agreement on the terms of such joint use prior to the opening of the school.

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9.1 As part of the joint use agreement, DUSD shall agree to provide the City with the use of the joint facilities at no cost. Additionally, the joint use agreement will align with the requirements outlined in the Memorandum of Understanding executed on May 19, 2015, and will include the following provisions:

(a) Prior to the construction of the school and joint use facilities, DUSD will furnish the City with written confirmation demonstrating approval from the California Department of Education and the DUSD Board for the use of the Dublin Crossing School Site as a school site.

(b) DUSD will undertake the construction of the school and joint use facilities (as described below) on the Dublin Crossing School Site.

(c) During the school facilities design process, DUSD shall consult with the City on design matters to ensure that the proposed facilities meet the needs of both DUSD and the City. Collaboratively, the City and DUSD will compile a list of school and park facilities that will be developed and available for joint use upon completion of the school facilities design. At a minimum, the joint use facilities shall include the following:

a. The multi-purpose room, blacktop areas, and all or a portion of the field areas ("Joint Use Facilities") will be made available to the City for use at no additional cost.

b. The Parties will make every effort to ensure that the Joint Use Facilities collectively comprise at least five (5) acres of the Dublin Crossing School Site.

c. The parties will make every effort to ensure that the portion of the field areas included in the Joint Use Facilities comprises at least three (3) acres of the Dublin Crossing School Site to accommodate park needs after school hours.

d. DUSD shall maintain the field areas to the standards outlined in Exhibit C "DUSD Field Maintenance".

10. INDEMNITY.

10.1 Idemnity by District. District shall, at its sole cost and expense, defend, indemnify, and hold harmless City, and its officials, boards, commissions, personnel, employees, agents, attorneys, and representatives (hereinafter referred to as "City's Indemnitees"), from and against any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses, and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, and consultants), which may be imposed upon, incurred by, or asserted against City or City's Indemnitees by reason of any act or omission of District, its personnel employees, agents, or representatives, resulting in personal injury, bodily injury, sickness, disease, or death to any person, or damage to, loss of, or destruction of tangible or intangible property, which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use, or condition of the Property or District's failure to comply with any federal, state, or local

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statute, ordinance, or regulation in relation to the Property, or with District's failure to comply with the terms of this Agreement.

10.1.1 District's obligations to indemnify City or City's Indemnitees under this Agreement shall not extend to claims, losses, and other matters covered hereunder to the extent such claims arise out of the negligence or willful misconduct of City or one or more of City's Indemnities.

10.2 Indemnification by City. City shall, at its sole cost and expense, defend, indemnify, and hold harmless District, and its officials, boards, commissions, personnel, employees, agents, attorneys and representatives (hereinafter referred to as "District's Indemnitees") from and against any and all liability, obligations, damages, penalties, claims, liens, costs, charges, losses, and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, and consultants), which may be imposed upon, incurred by, or asserted against District or District's Indemnitees by reason of any act or omission of City, its officials, boards, commissions, personnel, employees, agents, attorneys or representatives, resulting in personal injury, bodily injury, sickness, disease, or death to any person, or damage to, loss of, or destruction of, tangible or intangible property, which may arise out of or be in any way connected with City's ownership or use of the Property or City's failure to comply with any federal, state, or local statute, ordinance or regulation, or with City's failure to comply with the terms of this Agreement.

10.2.1 City's obligations to indemnify District or District's Indemnitees under this Agreement shall not extend to claims, losses, and other matters covered hereunder to the extent that such claims arise out of the negligence or willful misconduct of District or one or more of District's Indemnitees.

## 11. MISCELLANEOUS.

11.1 Attorneys' Fees. If any Party employs counsel to enforce or interpret this Agreement, including the commencement of any legal proceeding whatsoever (including insolvency, bankruptcy, arbitration, mediation, declaratory relief or other litigation), the prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs (including the service of process, filing fees, court and court reporter costs, investigative fees, expert witness fees, and the costs of any bonds, whether taxable or not) and shall include the right to recover such fees and costs incurred in any appeal or efforts to collect or otherwise enforce any judgment in its favor in addition to any other remedy it may obtain or be awarded. Any judgment or final order issued in any legal proceeding shall include reimbursement for all such attorneys' fees and costs. In any legal proceeding, the "prevailing Party" shall mean the Party determined by the court to most nearly prevail and not necessarily the Party in whose favor a judgment is rendered.

11.2 Interpretation. This Agreement has been negotiated at arm's length, each Party has been represented by independent legal counsel in this transaction, and this Agreement has been reviewed and revised by counsel to each of the Parties. Accordingly, each Party hereby waives any benefit under any rule of law (including Section 1654 of the California Civil Code) or legal decision that would require interpretation of any ambiguities in this Agreement against the drafting Party.

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11.3 Survival. All indemnities, covenants, representations and warranties contained in this Agreement shall survive Close of Escrow.

11.4 Assignment. Absent an express signed written agreement between the Parties to the contrary, neither DUSD nor City may assign its rights or delegate its duties under this Agreement without the express written consent of the other. Consent may be withheld for any reason. No permitted assignment of any of the rights or obligations under this Agreement shall result in a novation or in any other way release the assignor from its obligations under this Agreement.

11.5 Successors. Except as provided to the contrary in this Agreement, this Agreement shall be binding on and inure to the benefit of the Parties and their successors and assigns.

11.6 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

11.7 Integrated Agreement; Modifications. This Agreement contains all the agreements of the Parties concerning the subject hereof and cannot be amended or modified except by a written instrument executed and delivered by the Parties. There are no representations, agreements, arrangements or understandings, either oral or written, between or among the Parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. In addition there are no representations, agreements, arrangements or understandings, either oral or written, between or among the Parties upon which any Party is relying upon in entering this Agreement that are not fully expressed herein.

11.8 Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, any such provision shall not be affected by the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision this is in keeping with the intent of the Parties as expressed herein. Notwithstanding the foregoing, the remainder of this Agreement shall not be deemed to remain in effect if there is a material failure of consideration as a result of the severance of any provision of this Agreement.

11.9 Notices. Any delivery of this Agreement, notice, modification of this Agreement, collateral or additional agreement, demand, disclosure, request, consent, approval, waiver, declaration or other communication that either Party desires or is required to give to the other Party or any other person shall be in writing. Any such communication may be served personally, or by nationally recognized overnight delivery service (i.e., Federal Express) which provides a receipt of delivery, or sent by prepaid, first class mail, return receipt requested to the Party's address as set forth below:

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| | |
|---|---|
| To City: | City of Dublin<br>100 Civic Plaza<br>Dublin, California 94568<br>Attn: City Manager<br>Copy to City Attorney<br>Redwood Public Law<br>66 Franklin Street<br>Oakland, CA 94607 |
| To DUSD: | Dublin Unified School District<br>7471 Larkdale Avenue<br>Dublin, CA 94568<br>Attn: Superintendent<br>Copy to Harold M. Freiman, Esq.<br>Lozano Smith<br>2001 N. Main Street, Suite 500<br>Walnut Creek, CA 94111 |
| To Escrow Holder: | Fidelity National Title<br>100 Pine Street, Suite 2460<br>San Francisco, CA 94111<br>Attn: Kimberleigh Toci<br>KTociTeam@fnf.com, 415-276-0903 |

Any such communication shall be deemed effective upon personal delivery or on the date of first refusal to accept delivery as reflected on the receipt of delivery or return receipt, as applicable. Any Party may change its address by notice to the other Party. Each Party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this section and that any person to be given notice actually receives such notice.

11.10 Time. Time is of the essence to the performance of each and every obligation under this Agreement.

11.11 Days of Week. If any date for exercise of any right, giving of any notice, or performance of any provision of this Agreement falls on a Saturday, Sunday or holiday, the time for performance will be extended to 5:00 p.m. on the next business day.

11.12 Reasonable Consent and Approval. Except as otherwise provided in this Agreement, whenever a Party is required or permitted to give its consent or approval under this Agreement, such consent or approval shall not be unreasonably withheld or delayed.

11.13 Waivers. Any waiver by any Party shall be in writing and shall not be construed as a continuing waiver. No waiver will be implied from any delay or failure to take action on account of any default by any Party. Consent by any Party to any act or omission by another Party shall not be construed to be a consent to any other subsequent act or omission or to waive the requirement for consent to be obtained in any future or other instance.

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11.14 Signatures/Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

11.15 Date and Delivery of Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Parties intend that this Agreement shall be deemed effective, and delivered for all purposes under this Agreement, and for the calculation of any statutory time periods based on the date an agreement between Parties is effective, executed, or delivered, as of the Effective Date.

11.16 Representation on Authority of Parties. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

11.17 City Approvals. Whenever this Agreement calls for City approval, consent, extension or waiver, the written approval, consent, or waiver of the City's City Manager or his or her designee(s) shall constitute the approval, consent, extension or waiver of the City, without further authorization required from the City's City Council. The City hereby authorizes the City Manager and his or her designee(s) to deliver any such approvals, consents, or extensions or waivers as are required by this Agreement, or that do not otherwise reduce City's rights under this Agreement, and to waive requirements under this Agreement, on behalf of the City.

11.18 District Approvals. Whenever this Agreement calls for District approval, consent, extension or waiver, the written approval, consent, or waiver of the District's Superintendent or his or her designee(s) shall constitute the approval, consent, extension or waiver of the District, without further authorization required from the District's Governing Board. The District hereby authorizes the District Superintendent and his or her designee(s) to deliver any such approvals, consents, or extensions or waivers as are required by this Agreement, or that do not otherwise reduce District's rights under this Agreement, and to waive requirements under this Agreement, on behalf of the District. The District also hereby authorizes the District's Superintendent to execute and record a Certificate of Acceptance Grant Deed for the Property, as set forth in Attachment 2 of Exhibit B.

IN WITNESS WHEREOF, this Agreement is executed by City and DUSD as of the Effective Date.

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**City:**

City of Dublin,
a California municipal corporation

By: _____
Name: Colleen Tribby
Its: City Manager

Attest:

_____
City Clerk

Reviewed as to Form:

_____
City Attorney

Docusign Envelope ID: D7896B2E-EFBA-4F9B-AE57-16BE826E2A60

**Dublin Unified School District:**

By: _____
Name: Chris D. Funk
Its: Superintendent

Attest:

_____
Board Member

Reviewed as to Form:

DocuSigned by:
D48D650BE4074DB...
_____
Counsel

Docusign Envelope ID: D7896B2E-EFBA-4F9B-AE57-16BE826E2A60

# EXHIBIT A

## LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF DUBLIN, IN THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel D, as shown on the Final Map for Tract 8415, filed December 12, 2018 in Book 357 of Maps, Pages 88 through 92, in the Office of the County Recorder of Alameda County.

APN: 986-0069-001-00

**END OF DESCRIPTION**

Docusign Envelope ID: D7896B2E-EFBA-4F9B-AE57-16BE826E2A60

**EXHIBIT B**

**GRANT DEED**

**Recording Requested by**
**and When Recorded, Return to:**

City of Dublin
100 Civic Plaza
Dublin, California 94568

Attn: City Clerk

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

Exempt from Documentary Transfer Tax
Per Rev. & Tax. Code, § 11922
Governmental Agency acquiring title

**GRANT DEED**

For valuable consideration, receipt of which is hereby acknowledged, as of _____, 20__, the City of Dublin, a California municipal corporation (the "**Grantor**"), hereby grants to the Dublin Unified School District, a California public school district (the "**Grantee**"), all that real property located in the City of Dublin, County of Alameda, State of California and more particularly described in Attachment No. 1 hereto and incorporated in this grant deed ("**Grant Deed**") by this reference.

_____

By:
Name: Colleen Tribby
Its: City Manager

Docusign Envelope ID: D7896B2E-EFBA-4F9B-AE57-16BE826E2A60

Attachment No. 1 to Grant Deed

**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF DUBLIN, IN THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel D, as shown on the Final Map for Tract 8415, filed December 12, 2018 in Book 357 of Maps, Pages 88 through 92, in the Office of the County Recorder of Alameda County.

APN: 986-0069-001-00

**END OF DESCRIPTION**

Docusign Envelope ID: D7896B2E-EFBA-4F9B-AE57-16BE826E2A60

Attachment No. 2 to Grant Deed

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conceyed by the grant deed dated _____, 2025, from City of Dublin, a California municipal corporation, to Dublin Unified School District, a California public school district, is hereby accepted by the undersigned, on behalf of the Dublin Unified School District, pursuant to the authority conferred upon him by the Board of Trustees of the Dublin Unified School District, and the Dublin Unified School District, as grantee, consents to recordation of said grant deed by its duly authorized officer.

DATED: May 27, 2025

**Dublin Unified School District:**

By: _____
Name: Chris D. Funk
Its: Superintendent

| |
|---|
| A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. |

Docusign Envelope ID: D7896B2E-EFBA-4F9B-AE57-16BE826E2A60

State of California )
) ss.
County of Alameda )

On 5/27, 2025 before me, V. Bustos, a Notary Public, in and for said State and County, personally appeared Chris D. Funk, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

V. Bustos

NOTARY PUBLIC

V. BUSTOS
COMM. #2502034
Notary Public · California
Alameda County
My Comm. Expires Oct. 23, 2028

Docusign Envelope ID: D7896B2E-EFBA-4F9B-AE57-16BE826E2A60

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
) ss.
County of _____ )

On_____, 20____ before me, _____, a Notary Public, in and for said State and County, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

NOTARY PUBLIC

Docusign Envelope ID: D7896B2E-EFBA-4F9B-AE57-16BE826E2A60

# EXHIBIT C

## DUSD FIELD MAINTENANCE

## FALL / WINTER PREP

DRESS LAWNS AND SPORTS FIELDS

## 1. Mowing and Cleanup

**Mow the Lawn:**

- Reduce the height of the grass to about 2.5 to 3 inches. This helps prevent matting and reduces disease risk.

**Remove Leaves and Debris:**

- Regularly rake up leaves and any debris to prevent smothering the grass and to reduce the risk of fungal diseases.

## 2. Soil and Lawn Health

**Aerate the Soil:**

- Core aeration helps relieve soil compaction, allowing air, water, and nutrients to penetrate the roots more effectively. This is especially important for high-traffic sports fields.

**Soil Testing:**

- Conduct a soil test to check pH levels and nutrient content. Adjust as necessary with lime, sulfur, or other soil amendments.

**Fertilization:**

- Apply a balanced, slow-release fertilizer high in potassium to help the grass strengthen its root system and improve winter hardiness.

## 3. Overseeding

**Seed Selection:**

- Choose a high-quality fescue seed mix appropriate for your region and field conditions.

**Overseeding:**

- Spread seed evenly over the lawn or field to improve density and fill in any bare or thinning spots. Ensure good seed-to-soil contact for optimal germination.

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**Watering:**

- Keep the soil consistently moist to help new seeds germinate, but avoid waterlogging. Reduce watering frequency as the weather cools.

## 4. Irrigation System Check

**Inspect Sprinklers:**

- Check for any broken or clogged sprinkler heads. Ensure that the irrigation system is working efficiently and adjust coverage if necessary.

**Adjust Timers:**

- Reduce irrigation frequency as the weather cools. Properly adjust timers to prevent overwatering.

## 5. Pest and Disease Management

**Monitor for Pests:**

- Keep an eye out for signs of pests, such as grubs or insects. Treat any infestations promptly with appropriate methods.

**Disease Control:**

- Look for signs of common fall diseases like brown patch or rust. Apply fungicides if needed and follow proper sanitation practices to reduce disease risk.

## 6. Field Maintenance

**Repair Damage:**

- Fix any damaged areas from summer play, including reseeding and repairing turf damage.

**Inspect and Clean Equipment:**

- Ensure that all field equipment, such as goals and nets, is in good condition and ready for the next season.

## 7. Safety and Accessibility

**Check Drainage:**

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- Ensure proper drainage to avoid water pooling on the field. Address any areas prone to flooding.

**Mark Boundaries:**

- If necessary, refresh field markings and boundaries to ensure clear play areas.

## 8. Winter Preparation

**Winterizing:**

- In regions with freezing temperatures, consider applying a winterizer fertilizer to support root health through the winter.

**Protecting High-Traffic Areas:**

- Use protective covers or avoid heavy use on areas that are particularly susceptible to winter damage.

By following these steps, you'll set your fescue lawn or sports field up for a strong finish to the growing season and a healthy start come spring.

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# SPRING LAWN SERVICE BREAKDOWN

1. **Field Assessment**
   - **Purpose:** To evaluate the field's condition after winter and plan necessary repairs.
   - **Timing:** Early spring, when the field is dry enough for inspection.
2. **Cleanup**
   - **Purpose:** To remove any debris, leaves, or trash from the field.
   - **Method:** Raking, blowing, or using a field sweeper.
3. **Field Leveling and Repair**
   - **Purpose:** To address any uneven areas and repair damage from winter weather.
   - **Method:** Filling in low spots, re-seeding damaged areas, and leveling the surface.
4. **Aeration**
   - **Purpose:** To relieve soil compaction and improve root health.
   - **Method:** Core aeration, similar to lawns, to enhance soil structure.
5. **Fertilization**
   - **Purpose:** To provide essential nutrients for optimal field performance.
   - **Type:** A balanced fertilizer suitable for the specific type of grass and field conditions.
6. **Overseeding**
   - **Purpose:** To promote a dense, healthy turf and address bare spots.
   - **Timing:** After aeration, to take advantage of exposed soil.
7. **Weed Control**
   - **Purpose:** To manage weed growth and maintain field quality.
   - **Method:** Application of pre-emergent herbicides or spot treatment for existing weeds.
8. **Irrigation System Check**
   - **Purpose:** To ensure the irrigation system is functioning properly.
   - **Tasks:** Inspecting and repairing any leaks, adjusting sprinkler heads, and testing the system.
9. **Mowing and Maintenance**
   - **Purpose:** To keep the field at an optimal playing height and in good condition.
   - **Timing:** Begin mowing as soon as the grass is actively growing, and maintain a regular schedule.
10. **Tool and Equipment Maintenance**
    - **Purpose:** To ensure all field maintenance equipment is operational.
    - **Tasks:** Servicing mowers, checking irrigation components, and maintaining other tools.
11. **Inspection and Monitoring**
    - **Purpose:** To regularly check the field's condition throughout the growing season.
    - **Tasks:** Periodic inspections to address any emerging issues promptly.

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## General Considerations

- **Weather Monitoring:** Stay aware of weather conditions to adjust services as needed.
- **Health and Safety:** Ensure all tasks are carried out safely, with attention to equipment and personnel.
- **Documentation:** Keep records of all services performed and observations for future reference.

This plan will help ensure that both lawns and sports fields are well-prepared for the growing season and are in top condition for use.

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# SUMMER SPORTS FIELD SERVICE GUIDE

## 1. Mowing & Turf Maintenance

- **Mowing Frequency**: 2-3 times per week for high-use fields; 1-2 times per week for lower-use fields.
- **Mowing Height**: Keep grass at 2.5-3 inches for durability and playability.

## 2. Irrigation & Watering

- **Watering Schedule**: Water preferably late at night into the early morning.
- **Deep & Infrequent Watering**: Encourages deep root growth.
- **Inspect Irrigation Systems**: Check for leaks, clogged heads, and proper coverage weekly.

## 3. Fertilization & Soil Health.

- **Soil Testing**: Test soil every 6 months to adjust nutrient levels as needed.
- **Organic Matter Management**: Topdress with compost if needed to improve soil structure (start around the summer fall turnover)

## 4. Weed & Pest Control

- **Weed Management**: Apply selective herbicides as needed; hand-pull invasive weeds.
- **Insect Control**: Monitor for grubs, chinch bugs, and other pests, treating as necessary. (input at the end of the summer season)

## 5. Field Lining & Surface Preparation

- **Drag & Level Infields**: Groom baseball,softball, and track infields daily to prevent uneven surfaces.
- **Check Goals, Bases & Nets**: Inspect for damage and secure properly before each use.

## 6. Safety Inspections & Repairs

- **Check for Hazards**: Fill divots, repair holes, and ensure smooth playing surfaces.

## 7. Equipment Maintenance

- **Service Irrigation Pumps**: Ensure proper function before peak heat.
- **Maintain Field Grooming Equipment**: Clean and service drags, rollers, and rakes regularly.

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## 8. Heat Management & Player Safety

- **Hydration Stations**: Ensure water access for players and staff are all working properly cleaned.

## 9. End-of-Season Transition Prep

- **Overseed High-Wear Areas**: Repair turf with appropriate seed blends.
- **Aerate & Fertilize**: Give fields a recovery boost before fall sports begin.
- **Evaluate & Plan**: Review field conditions and plan for off-season improvements.

By following this guide, you can keep your sports fields safe, healthy, and in top condition all summer long!

Agenda Item 6.1

# STAFF REPORT
## CITY COUNCIL

**DATE:** **June 3, 2025**

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Colleen Tribby, City Manager

**SUBJECT:** Adoption of Rates for Garbage Collection, Disposal, and Recycling Services Provided by Amador Valley Industries and Establishing the 2025-26 Annual Assessment
*Prepared by: Jay Baksa, Finance Director*

**EXECUTIVE SUMMARY:**

The City Council will consider adopting resolutions establishing the garbage rates effective July 1, 2025 and establishing the Fiscal Year 2025-26 refuse-related property tax assessment.

**STAFF RECOMMENDATION:**

Conduct a public hearing, deliberate, and adopt the following: 1) **Resolution** Approving and Establishing the Collection of Minimum Residential Garbage and Recycling Service Fees for Fiscal Year 2025-2026; and 2) **Resolution** Amending the Schedule of Service Rates for Integrated Solid Waste Services.

**FINANCIAL IMPACT:**

For Fiscal Year 2025-26, the annual rate adjustment will result in a 4.06% increase across all service rates. For example, the monthly fee for residential garbage and recycling service, collected as an annual assessment on the Property Tax bill, will increase by $1.74 for the standard 32-gallon garbage container to a new monthly total of $44.66. Rate increases for all service categories, including residential, commercial, multi-family, construction, and demolition debris, are detailed in Attachment 3.

**DESCRIPTION:**

In January 2005, the City executed an agreement with Amador Valley Industries, LLC (AVI) for services that began on July 1, 2005, and continued through June 30, 2020. On June 16, 2020, the City Council approved an Amended and Restated Agreement with AVI, extending the contract term to 2035. The agreement introduced a new rate model that outlines annual rate adjustments, separates component costs, and includes regular financial reviews. The financial reviews, conducted every three years by a third-party administrator, verify the reasonableness of costs and revenues, and ensure that AVI maintains an industry-standard operating margin.

In 2024, AVI notified the City of its intent to sell the company, which was then purchased by Livermore Sanitation, Inc. (LSI). On August 20, 2024, the City Council approved the assignment of the agreement to LSI and authorized the execution of a new Amended and Restated Agreement. Livermore Sanitation, Inc. will continue to operate under the name AVI.

**Annual Rate Adjustment Calculation**
The current agreement provides that rates must be reasonably forecasted to provide AVI with an appropriate level of compensation. The forecasting methodology compares customer counts between the two most recent calendar years to calculate revenue generation based on the level of services provided multiplied by the appropriate rates. Rates are adjusted across all service sectors to meet the calculated revenue requirement set forth by the rate model.

As required in the agreement, the City has provided AVI with information showing the rate calculations and assumptions. Section 5.13.1 states "…the final decision of the rate structure rests solely with the City." The proposed rate structure for Fiscal Year 2025-26 is estimated to meet the compensation requirement of $30,110,784. This compensation is possible as a result of a proposed 4.06% increase to all categories. Attachment 4 includes a detailed description of the methodology required by the agreement.

***Detailed Comparison of Current and Proposed Rates***
Attachment 5 compares the proposed rates to the current rates for all service levels. The current rates were effective July 1, 2024 and the proposed rates would be effective July 1, 2025.

***Competitiveness of Dublin Rates with Neighboring Agencies***
Historically, Staff has included a comparison of the Dublin rates compared to rates charged for similar services in surrounding communities. This comparison has focused solely on the garbage rates, as historically, recycling and organic waste were seen as smaller, complimentary services. This is no longer true with the implementation of SB 1383 (mandatory organic waste disposal reduction laws), as well as other regional and statewide laws. Looking specifically at garbage rates no longer offers a clear "apples to apples" comparison.

**Recycling.** For example, Livermore now charges recycling at 80% of the garbage rate, Castro Valley is at 67%, and San Ramon at 50%, where Dublin charges 25%.

**Organic Waste.** The same pattern is now occurring with organic waste, in which Dublin

charges 50% of the garbage rate and Castro Valley charges 124%, but as regulations change and options for disposal become more limited, these services have become more expensive, and cities are adjusting for that reality.

Overall, Dublin remains competitive, and the services offered are comparable to the cities surveyed, especially when factoring in the different types of services provided (garbage, recycling, organics, etc.). The current three-agency comparison is included as Attachment 6; and as in last year's comparison, Staff has included Castro Valley Sanitation District as part of the average calculation in place of Pleasanton, to include three service areas that offer similar services. Pleasanton's cost structure has become an outlier in the Tri-Valley and when incorporating their costs into an "area average," it skews the perspective of Dublin's of competitiveness (in reality Dublin's rates are comparable to those of Livermore and San Ramon). Pleasanton's costs have been included for reference only but are not included in the three-agency average calculations.

***Minimum Residential Garbage Service***

Dublin Municipal Code Section 5.32 requires that all properties in Dublin subscribe to a weekly minimum garbage service. This minimum service includes weekly curbside collection of a 32-gallon garbage container; up to two organic waste carts (96 gallons each); up to two recycling carts (96 gallons each); recycling collection of used oil and filters; an annual household hazardous waste drop-off event; and three on-call bulky waste pick-ups per year. Residents desiring larger garbage containers are billed directly by AVI for the incremental rate difference. The City pays AVI for the service cost of the minimum residential service of a 32-gallon garbage container with monies collected from the property tax bill.

The City Council will need to establish the annual minimum residential service, which is collected with the property tax bill for residential properties, separately from the rates for other levels of service. The proposed annual fee for basic residential service for Fiscal Year 2025-26 is $535.92, which is collected in two installments on the property tax bill. This equates to a total annual increase of $20.88 ($1.74 per month) above the rate levied in Fiscal Year 2024-25, as shown in Table 1.

**Table 1. Historical Annual Fee for Minimum Garbage Service Collected with Property Tax Bill**

| 2023-24 | 2024-25 | Proposed 2025-26 | Annual Change | Monthly Change |
|---|---|---|---|---|
| $510.36 | $515.04 | $535.92 | $20.88 | $1.74 |

This base rate includes $0.45 per month to cover the cost associated with the collection being included on the property tax bill. These funds are not paid to AVI but are retained by the City to offset the administrative cost in preparing the tax roll. Additionally, the cost of collection and delinquencies for the basic service is expected to be covered by the prior year fund balance, penalties and prior year taxes collected by the County Tax Collector, and interest on funds held prior to payment to AVI.

***Resolutions***
Included in this Staff Report (Attachments 1-3) are the annual resolutions that, with City Council adoption, will establish the collection of minimum residential garbage and recycling service fees for Fiscal Year 2025-26, and amend the schedule of service rates for integrated solid waste services.

**STRATEGIC PLAN INITIATIVE:**

None

**NOTICING REQUIREMENTS/PUBLIC OUTREACH:**

A notice was placed in the East Bay Times on May 24, 2025 and May 31, 2025, notifying the community of the City Council's consideration of the proposed rates, and the City Council Agenda was posted. A copy of the Staff Report and all attachments were provided to Amador Valley Industries.

**ATTACHMENTS:**

1) Resolution Approving and Establishing the Collection of Minimum Residential Garbage and Recycling Service Fees for Fiscal Year 2025-2026
2) Resolution Amending the Schedule of Service Rates for Integrated Solid Waste Services
3) Exhibit A to the Resolution – Proposed Adjustment to Garbage Company Rates
4) Methodology used for Fiscal Year 2025-2026 Annual Garbage Rate Adjustment in Accordance with Agreement Between City of Dublin and Amador Valley Industries
5) Proposed vs. Current Rates
6) Local Area Rate Comparison

**RESOLUTION NO. XX – 25**

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

**APPROVING AND ESTABLISHING THE COLLECTION OF MINIMUM RESIDENTIAL GARBAGE AND RECYCLING SERVICE FEES FOR FISCAL YEAR 2025-2026**

**WHEREAS,** the City of Dublin is mandated by the State of California, under AB 939 and SB 1016, to reduce the amount of solid waste going into the landfill; and

**WHEREAS,** through the Mandatory Garbage Subscription Ordinance and other means, the City of Dublin is taking a proactive stance to meet the State Mandated Goals; and

**WHEREAS,** the goal of the Mandatory Garbage Subscription Ordinance is to protect the health and welfare of the community, to provide recycling services to all residential property owners, and to equally share the costs of these programs by mandating that every residence contributes towards the cost of the service made available; and

**WHEREAS,** minimum service includes service described in the current Agreement with the franchised waste hauler, Livermore Sanitation, Inc. operating as Amador Valley Industries; and

**WHEREAS,** the City Council has considered this action as part of a noticed public hearing on June 3, 2025.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Dublin does hereby approve and establish the collection of minimum residential garbage and recycling service fees by the City on the property tax bill as shown in **Exhibit A**, which is attached hereto and hereby incorporated by reference.

**BE IT FURTHER RESOLVED** that City Staff are hereby authorized to undertake all administrative tasks to implement the assessments, including, but not limited to an agreement with Alameda County for collection, which may provide payment to Alameda County of its reasonable costs of collection not to exceed 1.7% of the total amount levied.

{Signatures on the following page}

**PASSED, APPROVED AND ADOPTED** this 3rd day of June 2025, by the following vote:

**AYES**:

**NOES**:

**ABSENT**:

**ABSTAIN**:

_____
Mayor

**ATTEST**:

_____
City Clerk

**Exhibit A**
**City of Dublin**
**RESIDENTIAL MINIMUM GARBAGE / RECYCLING SERVICES**
**(Collected With Residential Property Tax Bills)**

## Basis of Fees

The City has negotiated a multi-year agreement with Livermore Sanitation, Inc. operating as Amador Valley Industries (AVI) requiring a rate adjustment to the residential minimum garbage / recycling services collected with the property tax bills. The current annual fee of $515.04 per year will increase $20.88 for a total of $535.92 for Fiscal Year 2025-2026. The annual assessment equates to a monthly increase of $1.74, from $42.92 to $44.66. The Amended and Restated Agreement with AVI sets the compensation for the Agreement Year that begins July 1, 2024 and provides for annual adjustments to the rates based upon annual changes in three separate indices, two of which are maintained by the Bureau of Labor Statistics (Refuse Rate Index), plus pass-through disposal costs, for waste, recyclables and organics. The three indices account for cost changes in the following categories: growth in services; labor; and all other costs. In addition, the Agreement allows for a third-party administrator to review costs and revenue every three years to confirm reasonableness and to ensure that an industry standard level of operating margin in being maintained by AVI.

In order to determine the fee, the City estimates the total revenue required to pay AVI for the Minimum Service to all residential units that are eligible to use the service, according to the terms of the agreement. The specific factors considered in this calculation include the following components: the residential rate for Minimum Service; estimated number of housing units affected by the fee; costs associated with the collection of the fee as part of the Property Tax Bill; estimated delinquencies; estimated revenues from late payments and interest earnings; and funds available from collections in a prior year.

## Affected Parcels

Chapter 5.32 of the Dublin Municipal Code requires the protection of the health, safety, and welfare of the community by requiring that all parcels obtain minimum weekly garbage service. Residential housing units are billed for the cost of Minimum Garbage Service, which is included with the annual property tax bill. This fee only applies to residential units which have individual garbage containers and <u>are not</u> serviced by central bins. This does include duplexes and other attached housing types, which receive individual service.

Households subject to this fee, which only receive Minimum Service, will not be billed by the Garbage Company. Amador Valley industries will bill customers each quarter for <u>additional</u> services, if a household selects weekly garbage collection of a container larger than the 32-gallon container included in the Minimum Service Level.

## Services Provided By the Fee

Minimum service includes weekly curbside collection of: one 32 gallon garbage container; up to two 96 gallon organic waste carts; up to two 96 gallon recycling carts; used oil and filters; an annual household hazardous waste drop off event; and three on-call bulky waste pick-ups per year.

**Amount of the Fee**
The annual amount of the assessment includes the cost of collection as well as the cost of services over the entire year. The City makes the payment to Amador Valley Industries based upon the current rate allowed for Minimum Residential Service.

| TYPE OF HOUSING UNIT | ANNUAL FEE |
|---|---|
| **Each Single Family Residence** | **$535.92** |
| **Each Condominium / Townhouse Unit** | **$535.92** |
| **Each Duplex (2 Units)** | **$1,071.84** |
| **Each Duplex (5 or More Units)** | **$535.92 times the number of units** |

**RESOLUTION NO. XX – 25**

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

**AMENDING THE SCHEDULE OF SERVICE RATES FOR INTEGRATED SOLID WASTE SERVICES**

**WHEREAS,** the City of Dublin executed a Collection Service Agreement with Amador Valley Industries (AVI) on January 12, 2005; and subsequently executed six amendments to the agreement; and

**WHEREAS,** the Agreement requires the City Council to adopt a rate schedule, which is estimated to produce a specified revenue amount as identified in the Agreement; and

**WHEREAS,** the City Council adopted the initial rate schedule with Resolution 68-05 at a noticed public hearing on May 3, 2005 and the Agreement provides that the City Council is responsible for establishing all rates; and

**WHEREAS,** on September 10, 2020, the City of Dublin executed an Amended and Restated Collection Service Agreement with AVI extending the Collection Service Agreement for another 15-year term; and

**WHEREAS,** in 2024, AVI notified the City of its intent to sell the company, which was then purchased by Livermore Sanitation, Inc. and authorized the execution of a new Amended and Restated Agreement; and

**WHEREAS,** Livermore Sanitation, Inc. will continue to operate under the name AVI; and

**WHEREAS,** the Agreement provides for an adjustment to the rates each July 1st in accordance with specified formulas; and

**WHEREAS,** the City has calculated the required rate adjustment necessary to generate the agreed to compensation and applied not more than a 4.06% adjustment to the residential, commercial, roll-off, and other collection service rates and construction and demolition debris rates; and

**WHEREAS,** on June 3, 2025, the City Council conducted a noticed public hearing prior to the adoption of the new rate schedule.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Dublin does hereby adopt the Rate Schedule attached hereto, marked **Exhibit A** and by reference made a part hereof.

**BE IT FURTHER RESOLVED** that, while AVI may not charge a rate for these services in excess of the established rates, nothing shall prohibit AVI from charging a rate less than the established amount.

**BE IT FURTHER RESOLVED** that, upon the effective date, July 1, 2025, this resolution shall supersede all previous resolutions adopting rates for solid waste services, and the rates adopted by this resolution shall continue from year to year.

**PASSED, APPROVED AND ADOPTED** this 3rd day of June 2025, by the following vote:

**AYES**:

**NOES**:

**ABSENT**:

**ABSTAIN**:

_____
Mayor

**ATTEST**:

_____
City Clerk

## 2025/2026 PROPOSED ADJUSTMENT TO GARBAGE COMPANY RATES

**Affected Parcels**

Chapter 5.32 of the Dublin Municipal Code requires for the protection of the health safety and welfare of the community that all parcels obtain minimum weekly garbage service. Amador Valley Industries, Inc. is the authorized garbage collection and disposal firm operating within the City. The agreement between the City of Dublin and Amador Valley Industries, Inc. provides that the City shall adopt a rate schedule which is estimated to allow the Company to achieve a fixed amount of annual revenue. Therefore, the adoption of these fees will affect all parcel owners. Rates are effective July 1, 2025.

**Basis of Fees**

The City has negotiated a multi-year agreement with Amador Valley Industries, Inc. The Company may request a change in rates based upon a formula which includes: changes in the Refuse Rate Index; Increased Regulatory Fees; and changes in the total tons delivered to the Landfill. In addition the Company may under specifc criteria request an extraordinary adjustment. The additional costs of each of these components has been allocated to the three classes of service: Residential; Commercial Bin Service; and Drop Box/Compactor.

### RESIDENTIAL RATES

**Company Minimum Residential Collection Rate**: Applies separately to each single family unit as well as each unit within a duplex or other attached housing, which receives individual garbage collection services. The rate applies to the initial 32 gallons of garbage capacity, including once per week collection and disposal; Weekly Curbside Residential Recycling; and Weekly Curbside Green Waste Recycling; Large Item Collection Service; and access to an Annual HHW drop-off event. All containers are provided by the Company**.**

**Minimum Monthly Rate : $ 44.66** (Rate includes $0.45 retained by City for preparing tax roll / collection.)

Residents may select a larger garbage container for an additional fee which is shown below:

| | | | | | | |
|---|---|---|---|---|---|---|
| **64 Gallon** Garbage Container: | **Minimum Cost Plus** | **$37.38** | **per month** | **(Total =** | **$ 82.04** | **per month)** |
| **96 Gallon** Garbage Container: | **Minimum Cost Plus** | **$74.77** | **per month** | **(Total =** | **$ 119.43** | **per month)** |

**Second Container:** Residents may request a second garbage container which will be charged at the same rate as a first container based on the size requested.

**Additional Large Item Collection:** Residents may request additional large item collection services for a fee of : **$ 29.37** per Cubic Yard

### COMMERCIAL AND MULTI-FAMILY BIN SERVICES (FRONT-END-LOADER)

**Commercial Can Service**: Offered at locations unable to accommodate a commercial bin or with volumes deemed insufficient to utilize a commercial bin. Monthly rate includes bin rental and once per week collection and disposal.

**32 Gallon** Container: **$50.65** **64 Gallon** Container: **$93.02** **96 Gallon** Container: **$135.30**

**Commercial Bin Service Rates**

Rates shown on the following page are monthly rates based upon bin size and frequency of service. Rates include collection, disposal, and bin rental.

| Size # Yards | # Times Per Wk | Base Monthly Rate | Size # Yards | # Times Per Wk | Base Monthly Rate |
|---|---|---|---|---|---|
| 1 | 1 | $216.72 | 4 | 1 | $866.88 |
| 1 | 2 | $487.36 | 4 | 2 | $1,787.68 |
| 1 | 3 | $758.00 | 4 | 3 | $2,708.48 |
| 1 | 4 | $1,028.64 | 4 | 4 | $3,629.28 |
| 1 | 5 | $1,299.28 | 4 | 5 | $4,550.08 |
| 1 | 6 | $1,569.92 | 4 | 6 | $5,470.88 |
| 2 | 1 | $433.44 | 6 | 1 | $1,300.32 |
| 2 | 2 | $920.80 | 6 | 2 | $2,654.56 |
| 2 | 3 | $1,408.16 | 6 | 3 | $4,008.80 |
| 2 | 4 | $1,895.52 | 6 | 4 | $5,363.04 |
| 2 | 5 | $2,382.88 | 6 | 5 | $6,717.28 |
| 2 | 6 | $2,870.24 | 6 | 6 | $8,071.52 |
| 3 | 1 | $650.16 | 7 | 1 | $1,517.04 |
| 3 | 2 | $1,354.24 | 7 | 2 | $3,088.00 |
| 3 | 3 | $2,058.32 | 7 | 3 | $4,658.96 |
| 3 | 4 | $2,762.40 | 7 | 4 | $6,229.92 |
| 3 | 5 | $3,466.48 | 7 | 5 | $7,800.88 |
| 3 | 6 | $4,170.56 | 7 | 6 | $9,371.84 |

**Organic material** is charged at 50% of the Commercial Service rate.
**Recycled Materia**l is charged at 25% of the Commercial Service rate.

**OTHER COMMERCIAL SERVICES:** Rates for additional requested services.

| | | |
|---|---|---|
| **Container Push:** | $ 19.74 | |
| **Lock & Key:** | $ 11.85 | |
| **Excess Waste (Cu. Yd):** | $ 64.70 | per Cubic Yard |
| **Excess Cart Exchange:** | $ 19.74 | |
| **Excess Bin Exchange:** | $ 78.87 | |
| **Excess Bin Cleaning:** | $ 98.51 | |

**SMALL COMPACTOR SERVICE**: Rates for small compactors serviced as a commercial account on a regular route shall be billed by container size at the rate of two times the stated rate above for loose garbage.

**HANDY HAULER:**- One-time placement and collection of a 4 cubic yard bin, including one week container rental filled no higher than water level: **$283.54**

**Additional Bin Rental Per Week:** **$65.52** Per Week **Cost For Additional Dump:** **$205.55** Per Pick-up
**Excess Per Yard If Filled Above Water Level** **$64.70** **Per Cubic Yard**

**DROP BOX / COMPACTOR RATES**: Cost shown is on a per pick-up basis and is based upon the load not exceeding water level (Excess is charged the same rate). Additional Miscellaneous charges may also apply.

**Rate Per Cubic Yard:** **Non-Compacted:** **$60.98** **Compacted:** **$121.96**

**Organic material** is charged at 50% of the non-compacted or compacted rate as appropriate.

**MISCELLANEOUS DROP BOX CHARGES**

| | | |
|---|---|---|
| Relocation of Drop Box | **$167.60** | Per Request |
| Weekly Drop Box Container Rental - After 1st Week | **$65.52** | Per Week |
| Cancel Auto Pick-up Without Notice | **$211.13** | Per Event |
| Handy Hauler Extra Week Rental | **$65.52** | Per Week |
| Standby Time | **$275.18** | Per Hour |

## CONSTRUCTION & DEMOLITION (C&D) DEBRIS BOX SERVICES

**C&D Debris Box Service:** Costs shown are on a per pick-up basis

| Material Type | Cubic Yards | Rate |
|---|---|---|
| **Concrete & Asphalt** | | |
| Per Yard Clean | | $137.12 |
| Clean | 6 | $822.72 |
| Mixed | 6 | $984.66 |
| **Cardboard** | | |
| Per Yard Clean | | $27.43 |
| Clean | 20 | $548.60 |
| Clean | 30 | $822.90 |
| Clean | 40 | $1,097.20 |
| **Dirt** | | |
| Clean | 6 | $822.25 |
| Mixed | 6 | $984.66 |
| **Drywall** | | |
| Per Yard Clean | | $65.62 |
| Clean | 20 | $1,312.40 |
| **Wood** | | |
| Per Yard Clean | | $27.43 |
| Clean | 20 | $548.60 |
| Clean | 30 | $822.90 |
| Clean | 40 | $1,097.20 |

| Material Type | Cubic Yards | Rate |
|---|---|---|
| **Front End Loader** | | |
| Per Yard | | $53.81 |
| Mixed | 4 (1/2 Full) | $107.62 |
| Mixed | 4 | $215.24 |
| Mixed | 6 (1/2 Full) | $161.43 |
| Mixed | 6 | $322.86 |
| Mixed | 7 (1/2 Full) | $188.34 |
| **Metal** | | |
| Metal | 20 | $639.77 |
| Metal | 30 | $731.19 |
| Metal | 40 | $914.01 |
| **Stucco** | | |
| Per Yard Clean | | $137.12 |
| Clean | 6 | $822.72 |
| Mixed | 6 | $984.66 |
| **Mixed C&D** | | |
| Per Yard | | $56.68 |
| Mixed | 15 | $850.20 |
| Mixed | 20 | $1,133.60 |
| Mixed | 30 | $1,700.40 |
| Mixed | 40 | $2,267.20 |

# METHODOLOGY USED FOR FISCAL YEAR 2025-2026 ANNUAL GARBAGE RATE ADJUSTMENT IN ACCORDANCE WITH AGREEMENT BETWEEN CITY OF DUBLIN AND LIVERMORE SANITATION, INC. OPERATING AS AMADOR VALLEY INDUSTRIES

Report Submitted To: City Council June 03, 2025
Prepared By: Jay Baksa, Finance Director

## How Adjustment Factors Are Applied to Elements That Comprise Total Compensation

Annually, there is a process established where a revised total compensation figure is developed. This calculation takes into consideration changes in the number of accounts serviced as well as adjustments to eight elements.

1. Collection Compensation Element
2. Commercial Recycling Incentive Element
3. Disposal Compensation Element
4. Container Compensation Element
5. Recyclable Material Diversion Compensation Element
6. Organic Waste Diversion Compensation Element
7. Vehicle and Administration Element
8. Fee Compensation Element

## 1. Methodology for Adjusting Rates to Reflect Changes In Collection Costs

The Agreement with AVI contains a very detailed methodology for incorporating economic changes into the annual rate adjustments. Specifically, two calculations are made as part of a larger formula. The first is the Refuse Rate Index Adjustment (RRI) and the second an Annual Growth factor.

*Steps Required to Calculate the RRI Factor*

The weighted RRI factor cannot exceed 10%, and it is calculated based on the weighted percentage change in specific indices multiplied by the costs associated with key company expenses. The following tables provide a summary description of how these factors are interrelated:

**STEP 1: INDICES USED IN RRI CALCULATION**

| Operating Cost Category | Index Used (To Produce A Weighted Adjustment) | % Index Change @ 12/31/2024 |
|---|---|---|
| **LABOR** | Labor - Teamsters Union Local 70 Contract | 3.17% |
| **VEHICLE MAINTENANCE** | Machinery & Equipment-Parts, Attachments and Accessories (wpu11440378) | 1.71% |
| **ALL OTHER** | Consumer Price Index - All Urban Consumers: San Francisco-Oakland-Hayward, CA (CUURS49BSA0) | 2.76% |

The Company provides the City with their expenditures in each of these areas over Calendar Year 2024. These costs are AVI expenses and exclude disposal costs or fees paid to the City. The total costs for the year are used to determine the weighting to be applied for each of the indices. The following table shows the actual weighting used in the FY 2025-2026 calculation.

**METHODOLOGY USED FOR FISCAL YEAR 2025-2026 ANNUAL GARBAGE RATE ADJUSTMENT IN ACCORDANCE WITH AGREEMENT BETWEEN CITY OF DUBLIN AND LIVERMORE SANITATION, INC. OPERATING AS AMADOR VALLEY INDUSTRIES**

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**STEP 2: RRI WEIGHTING FACTOR BASED ON RELATIONSHIP TO TOTAL COSTS**

| Operating Cost Category | AVI $ reported | % Total Expenses (Weighting Factor) |
|---|---|---|
| **LABOR** | $5,959,947 | 40.82% |
| **VEHICLE MAINTENANCE** | $3,821,397 | 26.17% |
| **ALL OTHER** | $4,820,889 | 33.01% |
| **TOTAL** | **$14,602,233** | **100%** |

As mentioned earlier, these factors are applied on a weighted basis. The index factor for each cost category is multiplied by the weighting factor. The result will produce the RRI, which per the agreement cannot exceed 10%. The following table shows the FY 2025-2026 results:

**STEP 3: RRI CALCULATION (CANNOT EXCEED 10%)**
**[Index Change multiplied By Weighting Factor]**

| Operating Cost Category | % Index Change @ 12/31/2024 | % Total Expenses (Weighting Factor) | RRI<br><br>Index Change<br>x<br>Weighting Factor |
|---|---|---|---|
| **LABOR** | 3.17% | 40.82% | 1.51% |
| **VEHICLE MAINTENANCE** | 1.71% | 26.17% | 0.45% |
| **ALL OTHER** | 2.76% | 33.01% | 0.91% |
| **TOTAL** | | **100%** | **2.87%** |

*Steps Required to Calculate the Annual Growth (AG) Factor*
The AG factor uses a formula that compares revenue at two points in time. The “Beginning Calculated Revenue” equals the current rates multiplied by the census as of the beginning of January 2024. This is compared to the “Ending Calculated Revenue”. The Ending Calculated Revenue is equal to the current rates multiplied by the December 2024 number of accounts served. The adjustment reflects increases in the number of billed units served. The methodology is relatively straight forward. The Agreement with AVI included an exhibit which lists various service events. For example, it included the number of single family basic service units, number of commercial bins by size, and frequency of service, etc. These are then multiplied by the appropriate monthly rate. Residential service is a bundled rate for recycling and garbage and, therefore, recycling is not included in the calculation. Moreover, each single family unit is calculated at the Basic Rate regardless of whether they may have multiple recycling or green waste bins. For the purpose of calculating growth, commercial

recycling bins are considered to have the same rate as commercial garbage bins with the increase in bins from year to year factored within this formula.

For the FY 2025-2026 adjustment, the Agreement provides for the calculation to be done based on the actual collection census data as of January 2024 and as of December 2024. The rates used for this comparison are the rates in effect on July 1, 2024.

The FY 2025-2026 calculation showed that the "Beginning Calculated Revenue", or the revenue collected by AVI for all services provided for that month, was $3,167,401 and the "Ending Calculated Revenue" was $3,209,953. This results in a FY 2025-2026 Annual Growth Factor of 1.34%. [$3,209,953 - $3,167,401 = $42,552; $42,552/$3,167,401 = 0.0134]. Per Section 5.05.1.2 of the Agreement, if the percentage change is negative, that year's Annual Growth Factor is set at 0%.

*Application of RRI and AG to Collection Compensation Element*
The calculated FY 2025-2026 Collection Compensation Element amount is $17,206,877. In accordance with the Amended and Restated Agreement, the total Collection Compensation Element is broken into two amounts. 1) The amount that is to be included as part of the annual rate adjustment $15,699,874 (Adjusted Amount) 2) The amount that will not be adjusted annually and will be set at $840,000 for the term of the Agreement. (Set Amount). The Adjusted Amount is first adjusted by the AG Factor [$15,699,874 * (1+.0134) =$15,910,252] and then that total is escalated by the RRI factor. [$15,910,252* (1 + .0287) = $16,366,877]. The Adjusted Amount is then added to the Set Amount ($16,366,877 + $840,000 = $17,206,877). This amount then flows into the projected total compensation shown in Section 9 of this report.

## 2. Methodology for Adjusting Commercial Recycling Compensation

The City has agreed to provide a compensation amount to AVI for the City's Commercial Recycling Program. This amount is escalated each year by the RRI factor, which is calculated as described above, and the growth in commercial recycling tonnage. As part of the negotiation for the Amended and Restated Agreement, the City and AVI, agreed that this element would be reset, in which a $421,795 credit is applied to the annual compensation amount as described below. The FY 2025-2026 Commercial Recycling Compensation Element final calculation was the following ($494,579 - $421,795 = $72,784).

The commercial recycling growth is calculated based on the total tonnage at the end of each calendar year over the total tonnage for the previous. In years where the total tonnage has decreased, the growth factor is set at 0%. For Calendar Year 2024, the total recycling tons collected was 3,046.53. In 2023, AVI collected 2,975.14. This results in an increase of 2.40% (3,046.53 – 2,975.14= 71.39; 71.39 / 2,975.14 = 2.40%). Thus, the Commercial Recycling

Growth Factor is 2.40%, as discussed above, which is added to the RRI factor with the combination of the factors used to inflate the previous year's Commercial Recycling Program compensation amount (0.0240 + 0.0287 = 0.0527; $469,512 * 0.0527 = $25,067; $469,512 + $25,067 =$494,579). ($494,579 - $421,795 = $72,784) This amount then flows into the projected total compensation shown in Section 9 of this report.

**3. Methodology for Adjusting Rates to Reflect Changes in Landfill / Disposal Costs**

Landfill disposal costs are established under a separate agreement between the City of Dublin and Waste Management, Inc. AVI is required to use the disposal facility designated by the City. AVI makes the payments for disposal costs and pays the price negotiated by the City under the separate agreement with Waste Management. Since these are expenses incurred by AVI, these costs must also be considered in setting the rates. The landfill component has the following two factors that impact the rates: 1) Tip Fee Factor, and 2) Annual Tonnage Factor.

*Approved Tip Fee(ATF) Factor*

In FY 2025-2026, the cost per ton for landfill fees will increase by $2.74 per ton as provided in the disposal agreement with Waste Management, the increase for disposal is $2.69 and $0.05 is due to increases in governmental fees. Therefore, the total disposal cost for FY 2025-2026 will be $49.12 per ton. Of this amount, $20.12 (41.0% of the per ton fee) is related to regulatory fees and $29.00 reflects the portion paid to Waste Management for landfill services.

The portion paid to Waste Management can increase only as provided in a Disposal Agreement between the City and Waste Management. The regulatory fees are levied by other agencies such as StopWaste.Org; County Local Enforcement Authority; California Department of Resources Recycling and Recovery; Household Hazardous Waste Fees; County Business License; etc. This results in an ATF Factor of 5.91%. [2025 Rate = $49.12/ton and 2024 Rate = $46.38/ton → 49.12 – 46.38 = 2.74; 2.74/46.38 = 0.0591].

*Annual Tonnage (AT) Factor*

The tonnage increase for the FY 2025 - 2026 adjustment is based on disposal reports for the period January 1, 2024 – December 31, 2024- and is the summation of the monthly tonnages over this period. This amount is then compared against the previous year's disposal tonnage. The total disposal in 2024 was 29,083.65 tons, and in 2023, it was 27,161.74 tons. This results in an AT Factor of 7.08%. [29,083.65 - 27,161.74 = 1,921.91; 1,921.91/ 27,161.74 =0.0708].

*Application of ATF and AT Factors to Disposal Compensation Element*

**METHODOLOGY USED FOR FISCAL YEAR 2025-2026 ANNUAL GARBAGE RATE ADJUSTMENT IN ACCORDANCE WITH AGREEMENT BETWEEN CITY OF DUBLIN AND LIVERMORE SANITATION, INC. OPERATING AS AMADOR VALLEY INDUSTRIES**

Report Submitted To: City Council June 03, 2025
Prepared By: Jay Baksa, Finance Director

The Landfill Compensation Element was $1,267,481 in 2023. In accordance with the Agreement, this amount is first adjusted by the Annual AT Factor [($1,267,481 * 0.708 = $89,738) + $1,267,481 = $1,357,219] and then that total is escalated by the ATF factor. [($1,357,219 * 0.0591 = $80,211) + $1,357,219 = $1,437,430]. This amount then flows into the projected total compensation shown in Section 9 of this report.

**4. Methodology Addressing Container Compensation Element**

This element represents the amortized cost of carts and bins over the life of the agreement. The allowed amount is modified by the AG factor. As noted above, this factor was calculated at 1.34% for the FY 2025-2026 adjustment. For the FY 2024-2025 adjustment, the amount designated for the Container Element was $335,043. Adjusting this amount by the AG Factor, there will be a $4,490 increase in the calculated amount resulting in $339,533 to be recovered from the rates in FY 2025-2026. [$335,043 * (1 + 0.0134) = $339,533].

**5. Methodology Addressing the Recyclable Material Diversion Compensation Element**

Section 5.05.08 of the Amended and Restated Agreement prescribes the process for calculating the annual adjustment for the Recyclable Materials Diversion Compensation Element. The City shall calculate the actual tonnage of delivered recyclable material for processing in the prior calendar year by the anticipated per-ton tip fee to be charged during the subsequent Agreement Year

Calendar 2024 Recycling Tonnage = 8,173.99
Anticipated Per-Ton Tip Fee =$140.94
Recyclable Materials Diversion Compensation Element = $1,152,042

This amount then flows into the projected total compensation shown in Section 9 of this report.

**6. Methodology Addressing Organic Waste Diversion Compensation Element**

Sections 5.05.09 and 5.05.10 of the Amended and Restated Agreement prescribes the process for calculating the annual adjustment for the Organic Waste Diversion Compensation Element. The Organic Waste shall be broken down into two categories, Commercial Food Waste and All Other Organic Waste. The City shall calculate the actual tonnage of actual organic waste delivered for processing from both Organic Waste Types to an Organic Waste Processing Facility in the prior calendar year by the anticipated per-ton tip fee to be charged during the subsequent Agreement Year as well as the anticipated per ton costs for hauling and grinding the material.

*Commercial Food Waste*
Calendar 2024 Commercial Food Waste Tonnage = 3,210.60

Anticipated Per-Ton Tip Fee =$122.82
Anticipated Per-Ton Hauling Fee =$37.03
Per Ton Hauling/Disposal Fee = $159.85

Calendar 2024 Commercial Food Waste Tonnage = 3,210.60
Anticipated Per Ton Hauling/Disposal Fee=$159.85
**Commercial Food Waste Cost = $513,214**

*All Other Organic Waste*
Calendar 2024 All Other Organic Waste Tonnage = 7,119.57

Anticipated Per-Ton Tip Fee =$42.83
Anticipated Per-Ton Grinding Fee =$24.99
Anticipated Per-Ton Hauling Fee =$37.03
Per Ton Hauling/Disposal Fee = $104.85

Calendar 2024 All Other Organic Waste Tonnage = 7,119.57
Anticipated Per Ton Hauling/Disposal Fee=$104.85
**All Other Organic Waste Cost = $746,487**

*Organic Waste Compensation Element*
Commercial Food Waste =$513,214
All Other Organic Waste = $746,487
**Organics Compensation Element = $1,259,701**

This amount then flows into the projected total compensation shown in Section 9 of this report.

## 7. Methodology Addressing Vehicle and Administration Element

Section 5.18 of the Amended and Restated Agreement states that beginning July 1, 2020 the baseline Vehicle and Administration Asset Element shall be set at $1,595,575. That amount was increased to $1,611,659 to account for additional costs associated with SB 1383. The baseline amount shall not be subject to the annual rate adjustment. The Vehicle and Administration Element can be adjusted, but only under the terms as prescribed under sections 5.18 and 5.18.1 of the Agreement.

Vehicle and Administration Baseline Compensation = $1,611,549
Sections 5.18/5.18.1 Adjustments = $0

**METHODOLOGY USED FOR FISCAL YEAR 2025-2026 ANNUAL GARBAGE RATE ADJUSTMENT IN ACCORDANCE WITH AGREEMENT BETWEEN CITY OF DUBLIN AND LIVERMORE SANITATION, INC. OPERATING AS AMADOR VALLEY INDUSTRIES**

Report Submitted To: City Council June 03, 2025
Prepared By: Jay Baksa, Finance Director

Vehicle and Administration Element $1,611,549

This amount then flows into the projected total compensation shown in Section 9 of this report.

**8. Methodology Addressing Fee Compensation Element**

As part of the Agreement with the City of Dublin, AVI is required to remit franchise taxes and certain fees to the City of Dublin based on a percentage of its revenue. Therefore, as the company rates go up, the Fee Element must also be adjusted in order to recognize the fees to be paid on the new revenue.

The Fee Compensation Element shall equal:

1. (Collection + Commercial Recycling Element + Disposal + Container Elements+ Recyclable Materials + Organic Waste + Vehicle and Administration) = "base compensation"
2. "base compensation" is divided by (one (1) minus the "Current Fee Percentage") [Where the "Current Fee Percentage" = 23.35%]
3. subtract "base compensation" from the obtained value

For FY 2025-2026, the Fee Compensation Element Calculation is as follows:

($17,206,877 + $72,784 + $1,437,430 + $339,533 + $1,152,042 + $1,259,701 + $1,611,549) = $23,079,916 (base compensation)
$23,079,916 / (1- 23.35%) =$23,079,916 / (76.65%)
$23,079,916 / 76.65% = $30,110,784

For FY 2023-2024, the calculated fees payable to the City are:

$30,110,784– $23,079,916 = $7,030,868

The adjusted total compensation for the Fee Element is shown in Section 6 below.

**9. City Process of Developing Rates Projected to Meet Total Compensation**

The final step in developing the rates is to test the total annual expected revenue to the Company, when the rates are increased by different amounts. It is necessary for the adjustment to be at a level so that the total annual projected compensation to the Company will equal $30,110,784. The calculation for Fiscal Year 2025-2026 is performed using the customer subscription figures as of December 2024.

| Updated Cost Elements | FY 2024-25 | FY 2025-26 (Proposed Costs) | Absolute Change | Percentage Change |
|---|---|---|---|---|

**METHODOLOGY USED FOR FISCAL YEAR 2025-2026 ANNUAL GARBAGE RATE ADJUSTMENT IN ACCORDANCE WITH AGREEMENT BETWEEN CITY OF DUBLIN AND LIVERMORE SANITATION, INC. OPERATING AS AMADOR VALLEY INDUSTRIES**

Report Submitted To: City Council June 03, 2025
Prepared By: Jay Baksa, Finance Director

| | | | | |
|---|---|---|---|---|
| Collection Element | $16,539,874 | $17,206,877 | $667,003 | 4.03% |
| Commercial Recycling Compensation Element | $47,717 | $72,784 | $25,067 | 52.53% |
| Disposal Compensation Element | $1,267,481 | $1,437,430 | $169,949 | 13.41% |
| Container Compensation Element | $335,043 | $339,533 | $4,490 | 1.34% |
| Recycling Disposal Element | $1,157,932 | $1,152,042 | ($5,890) | (0.51%) |
| Organics Disposal Element | $1,101,963 | $1,259,701 | $157,738 | 14.31% |
| Vehicle and Admin Asset Replacement Element | $1,611,549 | $1,611,549 | $0 | 0% |
| Fee Compensation Element | $6,720,645 | $7,030,868 | $310,223 | 4.62% |
| **TOTAL** | **$28,782,204** | **$30,110,784** | **$1,328,580** | **4.62%** |

# Proposed vs. Current Rates
# (Selected Service Levels Representing Most Common Subscriptions)

## COMPARISON OF SELECTED RATES
## Current (2024/2025) vs Proposed (2025/2026)

| | Current | Proposed | Proposed Increase over 2025/2026 | |
|---|---|---|---|---|
| **Residential -Monthly Rates** | **Rate** | **2025/2026** | **$** | **%** |
| Minimum Residential (32) Gallon | $42.92 | $44.66 | $1.74 | 4.05% |
| 64 Gallon Residential | $78.84 | $82.04 | $3.20 | 4.06% |
| 96 Gallon Residential | $114.77 | $119.43 | $4.66 | 4.06% |
| *Sample rate categories represent 100% of residential customers* | | | | |
| **Commercial -Monthly Rates** | | | | |
| 32 Gallon Cart | $48.67 | $50.65 | $1.98 | 4.07% |
| 64 Gallon Cart | $89.39 | $93.02 | $3.63 | 4.06% |
| 96 Gallon Cart | $130.02 | $135.30 | $5.28 | 4.06% |
| 1 Yard - 1 time / wk | $208.26 | $216.72 | $8.46 | 4.06% |
| 2 Yard - 1 time / wk | $416.52 | $433.44 | $16.92 | 4.06% |
| 3 Yard - 1 time / wk | $624.78 | $650.16 | $25.38 | 4.06% |
| 3 Yard - 2 times / wk | $1,301.37 | $1,354.24 | $52.86 | 4.06% |
| 4 Yard - 1 Time / wk | $833.03 | $866.88 | $33.84 | 4.06% |
| 4 Yards - 2 times / wk | $1,717.89 | $1,787.68 | $69.78 | 4.06% |
| *Represents 81% of 2024 commercial customers* | | | | |
| **Drop Box - Rates Per Service** | | | | |
| 20 Yard Loose | $1,172.08 | $1,219.60 | $47.60 | 4.06% |
| 30 Yard Loose | $1,758.13 | $1,829.40 | $71.40 | 4.06% |
| 40 Yard Loose | $2,344.17 | $2,439.20 | $95.20 | 4.06% |
| *Represents 85% of 2024 non-compacted Drop Box Subscriptions* | | | | |
| 30 Yard Compacted | $3,516.25 | $3,658.80 | $142.80 | 4.06% |
| *Represents 15% of the 2024 compacted Drop Box Subscriptions* | | | | |
| Handy Hauler Available To Residents | $272.48 | $283.54 | $11.06 | 4.06% |

# LOCAL AREA RATE COMPARISON
## 2025 Garbage Rate Comparison Survey (Prepared: May 16, 2025)
## Comparison With Proposed Rates

| Residential | *Reference* Pleasanton | Livermore | Castro Valley | San Ramon | 3 City Average | Proposed Dublin Basic Rate | % Proposed From Avg | Current Rate | % Increase over Prior FY |
|---|---|---|---|---|---|---|---|---|---|
| 1 Can Residential (32-35 Gallon) | $ 32.78 | $ 40.73 | $ 55.49 | $ 52.11 | $ 49.44 | $ 44.66 | -16.69% | $ 42.92 | 4.05% |
| 1 Can Residential (64-70 Gallon) | n/a | $ 60.62 | $ 96.38 | $ 85.81 | $ 80.94 | $ 82.04 | 1.36% | $ 78.84 | 4.06% |
| 1 Can Residential (90-96 Gallon) | $ 57.19 | $ 94.50 | $ 137.24 | $ 136.67 | $ 122.80 | $ 119.43 | -2.75% | $ 114.77 | 4.06% |

Residential Notes:

**Dublin**: Basic rate includes 32-gallon garbage can (weekly pick-up);Weekly 64-gallon organics can; Weekly 64-gallon curbside recycling can; lager size and/or additional organic and recycling carts available free upon request; compost give-back and 3 on-call bulky waste clean-ups per year including items such as electronic waste, household batteries, tires, white and brown goods.

**Livermore:** FY 2025-26; Basic rate includes 32-gallon garbage can (weekly pick-up); Weekly 96-gallon organics can; Weekly 96-gallon curbside recycling can.

**San Ramon:** Calendar Year 2025 Rates, Basic rate includes 32-gallon garbage can (weekly pick-up); Two weekly 64-gallon green waste can supplied by Company. ; at no extra cost; Two 64-gallon curbside recycling and organics cans or 96-gallon can available at no extra cost, and 3 special clean-ups per year.

**Castro Valley:** Fiscal Year 2025-26 Rates - 32 Gallon Service includes 32 gallon trash cart, 32 gallon green/food scrap cart and 32 gallon recycling cart. 96 Gallon service inlcudes a 96 gallon trash cart, 96 gallon green/food scrap cart and a 96 gallon recycling cart. Residents can request an additional recycling cart at no additional cost

**Pleasanton:** FY 2024-25 Rates; 35 Gallon Service includes 35 gallon trash cart, 96 gallon green/food scrap cart and 96 gallon recycling cart. 96 Gallon service includes a 96 gallon trash cart, 96 gallon green c and a 96 galon recycling cart. Both services have weekly pickups

| Commercial | *Reference* Pleasanton | Livermore | Castro Valley | San Ramon | 3 City Average | Proposed Dublin | % Proposed From Avg | Current Rate | % Increase over Prior FY |
|---|---|---|---|---|---|---|---|---|---|
| 1 Yard - 1 time / wk | $ 146.74 | $ 119.38 | $235.94 | $ 255.93 | $ 203.75 | $ 216.72 | 6.37% | $ 208.26 | 4.07% |
| 2 Yard - 1 time / wk | $ 293.45 | $ 238.74 | $413.51 | $ 475.35 | $ 375.87 | $ 433.44 | 15.32% | $ 416.52 | 4.07% |
| 3 Yard - 1 time / wk | $ 440.20 | $ 358.12 | $573.81 | $ 658.11 | $ 530.01 | $ 650.16 | 22.67% | $ 624.78 | 4.07% |
| 3 Yard - 2 times / wk | $ 917.01 | $ 746.02 | $1,044.16 | $ 1,316.27 | $ 1,035.48 | $ 1,354.24 | 30.78% | $ 1,301.37 | 4.07% |
| 4 Yard - 1 Time / wk | $ 586.94 | $ 477.50 | $880.88 | $ 804.32 | $ 720.90 | $ 866.88 | 20.25% | $ 833.03 | 4.07% |
| 4 Yards - 2 times / wk | $ 1,222.71 | $ 994.71 | $1,680.76 | $ 1,608.67 | $ 1,428.05 | $ 1,787.68 | 25.18% | $ 1,717.89 | 4.07% |

**Castro Valley:** charges 67% of the commercial garbage rate for recycling and 124% for organics

**Dublin:** charges 50% of the regular commercial rate for Organics and 25% for commercial recycling

**San Ramon:** charges 50% of the regular commercial rate for commercial recycling and organics

**Livermore:** charges for recycling and organics at 80% of the regular commerical rate.

**Pleasanton: c**harges 80% of the commercial rate for recycling and organics

| Drop Box | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 20 Yard Loose | $ 1,192.81 | $ 764.23 | $1,088.95 | $ 1,670.70 | $ 1,174.63 | $ 1,219.60 | 3.83% | $ 1,172.00 | 4.07% |
| 30 Yard Loose | $ 1,587.45 | $ 1,113.35 | $1,745.53 | $ 1,920.87 | $ 1,593.25 | $ 1,829.40 | 14.82% | $ 1,758.00 | 4.07% |
| 40 Yard Loose | $ 1,982.08 | $ 1,462.48 | $2,327.17 | $ 2,170.98 | $ 1,986.88 | $ 2,439.20 | 22.77% | $ 2,344.00 | 4.07% |
| 30 Yard Compacted | $ 2,771.31 | $ 2,905.89 | $3,188.97 | $ 3,224.98 | $ 3,106.61 | $ 3,658.80 | 17.77% | $ 3,516.00 | 4.07% |

**Pleasanton:** Charges a $403 monthly rental fee

**Livermore:** rates do not include the cost of disposal/processing, which is assesed after collection. Staff has included an estimate cost with the above for comparison.

**San Ramon:** charges a one ton minimum; Staff has included a probable disposal cost for comparison purposes.

Every effort has been made to assure the accuracy of the information and comparison of similar levels of service according to our understanding of other agency rates.

# Adoption of Rates for Garbage Collection, Disposal, and Recycling

June 3, 2025




DUBLIN
CALIFORNIA

# Background

- 2005 – Amador Valley Industries (AVI) began providing service to the City of Dublin.
- 2020 – AVI contract extended to 2035.
- 2024 – AVI notified City of intent to sell company to Livermore Sanitation, Inc. (LSI).
- 2024 – Assignment of Agreement to LSI approved by City Council.
- 2025 – New Amended and Restated Agreement executed.

# Background, 2

- Agreement provides for an annual rate adjustment.
- Adjustments are based on CPI Indexes, number of billed units serviced, tonnage collected and disposal fee.
- FY 2025-26 rate increase for all services: 4.06%.
- New baseline residential rate (32-gal): $44.66/month.
  - $1.74/month increase.

# Dublin Rates

- City of Dublin Basic Residential Service: $44.66/month.
- Basic Residential Service is included on the Property Tax bill.

| Current Year Rates | Proposed Rates | Monthly Difference | Annual Difference |
|---|---|---|---|
| $42.92 | $44.66 | $1.74 | $20.88 |

# Agency Comparison

| City | Rates | Compare to Dublin | % |
|---|---|---|---|
| Dublin | $44.66 | | |
| San Ramon | $52.11 | $7.45 | 16.69% |
| Livermore | $40.73 | ($3.93) | (8.80%) |
| Castro Valley | $55.49 | $10.83 | 24.25% |
| Pleasanton* | $32.78 | ($11.88) | (26.60%) |

*Pleasanton Rates:

- Vehicle parking and transfer station in town.
- Transfer station depreciation

# Annual Rate Adjustments

- Refuse Rate Index Adjustment (RRI)
  - Based on changes across three Consumer Price Indices (CPIs), weighted based on AVI's annual costs.
- Annual Growth (AG)
  - Compares revenue at two points in time (Prior Year: January & December) to capture increase in number of units served. **Note: If change is negative, set at 0%.**
- Approved Tip Fee (ATF)
  - Increase in per ton charges for landfill fees for waste, organics, recycling.
- Annual Tonnage (AT)
  - Change in amount of year-over-year total refuse disposed (garbage, organics, recycling).

# Overview of Cost Elements

1. **Collections Element**

- Cost associated with the collection of garbage, organics, and recycling including:
    - Salaries & Benefits
    - Equipment Operation & Maintenance
    - Material Processing
    - General Administration Costs
    - Operating Ratio
- Annual Adjustment Calculated
    - RRI Increase & Annual Growth

# Overview of Cost Elements, 2

**2. <u>Commercial Recycling Elements</u>**

- To incentivize AVI to increase commercial recycling.
- Amended and Restated Agreement – Reset amount.
  - $421,795 credit applied to calculation
- Annual Adjustment Calculated
  - RRI Increase and Annual Tonnage (Commercial Recycling)

# Overview of Cost Elements, 3

**3. <u>Waste Disposal</u>**

- City has renegotiated a long-term contract with Waste Management
- Annual Adjustment Calculated
  - Annual Tonnage (AT) and Annual Tip Fee (ATF)

**4. <u>Container Compensation Element</u>**

- Represents the cost of replacing carts and bins
- Annual Adjustment calculated
  - Annual Growth Factor (AG)

# Overview of Cost Elements, 4

**5. <u>Recycling Disposal</u>**

- Recyclable Material processed at ACI – San Leandro
  - City does not have an agreement (Pay Market Rate)
- Annual Adjustment Calculated
  - Annual Tonnage (AT) and Annual Tip Fee (ATF)
- City Negotiating with ACI for Recycling

# Overview of Cost Elements, 5

**6. <u>Organics Disposal</u>**

- City agreement with Waste Management for Organics disposal.
- Annual Adjustment Calculated.
  - Annual Tonnage and Annual Disposal Fee
    - Organic Disposal Fees

# Overview of Cost Elements, 6

**7. Vehicle and Administration Element**

- To capture all costs associated with replacing 2/3rds of fleet and all other capital assets.
- Costs will be reconciled once vehicles are purchased.
- Not updated by annual adjustments.

**8. Fee Element**

- Amount paid to City for franchise and administrative fee.
- Adjusted annually based on a percentage of AVI's revenue.

# Annual Rate Adjustment

| Elements | FY 2024-25 | FY 2025-26 (Proposed) | Difference |
|---|---|---|---|
| Collection Element | $16,539,874 | $17,206,877 | $667,003 |
| Commercial Recycling Compensation Element | $47,717 | $72,784 | $25,067 |
| Disposal Compensation Element | $1,267,481 | $1,437,430 | $169,949 |
| Container Compensation Element | $335,043 | $339,533 | $4,490 |
| Recycling Disposal Element | $1,157,932 | $1,152,042 | ($5,890) |
| Organics Disposal Element | $1,101,963 | $1,259,701 | $157,738 |
| Vehicle and Administration Element | $1,611,549 | $1,611,549 | $0 |
| Fee Compensation Element | $6,720,645 | $7,030,868 | $310,223 |
| **Total** | **$28,782,204** | **$30,110,784** | **$1,328,580** |

# Recommendation

- Conduct the Public Hearing, Deliberate and Approve the Resolution Amending the Schedule of Service Rates for Integrated Solid Waste Services; and
- Approve the Resolution Approving and Establishing the Collection of Minimum Residential Garbage and Recycling Service Fees for Fiscal Year 2025-2026.

- Questions?

Agenda Item 7.1

# STAFF REPORT
## CITY COUNCIL

**DATE:** **June 3, 2025**

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Colleen Tribby, City Manager

**SUBJECT:** Preliminary Fiscal Year 2025-26 General Fund Budget Update
*Prepared by: Jay Baksa, Finance Director*

**EXECUTIVE SUMMARY:**

The City Council will receive an update on the Preliminary Fiscal Year 2025-26 Budget, a brief economic overview, review of current sales tax receipts, and - based on feedback from the April 15 City Council meeting - a potential framework for budget reductions in the event of a recession or significant revenue loss.

**STAFF RECOMMENDATION:**

Receive the report and provide direction to Staff related to the budget adoption scheduled for June 17, 2025.

**FINANCIAL IMPACT:**

The updates to the Preliminary Budget figures presented on April 15, 2025, reflect a $219,000 decrease in projected revenues and a $283,645 increase in General Fund operating expenditures. After accounting for transfers out, total General Fund reserves are now projected at $258,744,874 - a net decrease of $502,645 from the April 15 estimate.

**DESCRIPTION:**

**Background**
On April 15, 2025, the City Council received a presentation on the Preliminary Fiscal Year 2025-26 Budget (Attachment 2) which reflected a projected decline in sales tax revenue, the City's second largest revenue source, of $3.8 million in Fiscal Year 2056-26. This was driven by a sharp drop in the auto sector in the current year that is projected into next year, accompanied by a general flattening in other sectors. As Staff informed the City Council, incorporating this information in the 10-year forecast results in the projected operating deficit moving one year closer, to Fiscal Year 2030-31. It was further noted that this broader softening may signal future impacts on other key revenue sources, such as property tax and interest income. Staff also mentioned concerns over recent federal tariff increases, and whether the

country might be facing a new recession.

As a result, and in advance of the adoption of the budget, the City Council directed Staff to look for cost-cutting and/or revenue enhancing measures, along with other creative budget balancing solutions that the City could implement, while maintaining a high level of service to the community. This report presents a discussion of Staff's work to that end, preceded by updated economic and sales tax information, and refinements to the budget that include updated proposals from police and fire and a request from Dublin Unified School District (DUSD), among other items.

**Update on the Economy and Sales Tax**

As discussed at the April meeting, in addition to the slowdown in sales tax revenues both locally and statewide, the U.S. economy is experiencing heightened uncertainty, largely driven by the federal government's expansive and rapidly evolving tariff policies. These ongoing shifts have caused significant volatility in global markets and disrupted business planning, making economic forecasting increasingly difficult. As of late May 2025, economists offer a mixed outlook, with most agreeing that while uncertainty remains high, a recession is not imminent. Staff anticipates that greater clarity on the national economic outlook should emerge by the fourth quarter of 2025.

Additionally, there have been recent reports that have suggested that gas prices could double by 2026, potentially reaching as high as $8.44 per gallon. Staff, in coordination with the City's sales and property tax consultant, HdL, have been monitoring this issue closely. HdL projects gas prices may reach $6.00 per gallon in 2026. However, from an operational perspective, fuel costs have a limited impact on the City's overall budget. Any increase in fuel expenses is expected to be offset by higher fuel-related sales tax revenue.

The greater concern is the potential for broader inflationary effects, as rising energy costs could drive prices up across California. The extent of this impact remains uncertain and will likely not be realized until gas prices begin to rise significantly.

On a positive note, the City received its final first quarter 2025 sales tax payment (quarter ending March 31), which exceeded HdL's projections by approximately $128,000.While this is encouraging, it is not significant enough to warrant changing the Fiscal Year 2025-26 sales tax outlook at this time.

**Refining the FY 2025-26 Budget**

At the time of the Preliminary Budget report, Staff noted that the budgeted amounts for Police and Fire Services were preliminary. These proposals have since been received and incorporated into the Fiscal Year 2025-26 Budget Update, with changes noted below. In addition, Staff has revised revenue projections for the Transient Occupancy Tax and License and Permit categories and has adjusted the professional services budget for Code Enforcement to account for potential costs associated with ongoing legal matters. Table 1 summarizes these updates, followed by a review of the recommended adjustments.

**Table 1. FY 2025-26 Operating Budget Updates**

| | FY 25-26 Preliminary | FY 25-26 Update | $ Variance | % Variance |
|---|---|---|---|---|
| Fire Contract | $18,146,721 | $17,969,989 | ($176,732) | (0.97%) |
| Police Contract | 27,633,647 | 27,894,024 | 260,377 | 0.94% |
| Code Enforcement | 200,000 | 400,000 | 200,000 | 100% |
| **Expenditures Difference** | **$45,980,368** | **$46,264,013** | **$283,645** | **0.62%** |
| Transient Occupancy Tax | 1,500,000 | 1,400,000 | (100,000) | (6.67%) |
| Licenses and Permits | 319,900 | 200,000 | (119,900) | (35.7%) |
| **Revenue Difference** | **$1,819,900** | **$1,600,000** | **($219,900)** | **12.08%** |

- **Fire Contract – Decrease of $176,732 (-0.97%).** The net decrease is primarily due to lower-than-anticipated personnel and county overhead costs, partially offset by higher costs for dispatch services, program expenses, and supplies.
    - Not included in that above number is a request from Alameda County Fire that the City allocate $1,752,868 from the Vehicle Replacement Fund to replace two fire engines. Although the current engines are not due for replacement for up to five years, the County recommends placing the order in FY 2025-26 due to a nationwide backlog and a four-year lead time for new fire vehicles. This is not a General Fund expenditure.
- **Police Contract – Increase of $260,377 (+0.94%).** The overall increase is primarily due to higher personnel costs, partially offset by a reduction in dispatch service costs.
    - The proposed budget includes four Behavioral Health Unit positions; three are funded by the American Rescue Plan Act, and one is funded through a federal grant.
    - The proposed budget also includes two new DARE program positions filled by retirees, funded through Opioid Settlement Funds.
- **Code Enforcement – Increase of $200,000 (+100.00%).** Increase in cost due to ongoing legal matters.
- **Transient Occupancy Tax – Decrease of $100,000 (-6.67%).** The decrease in revenue is based on current collections. Although actual receipts are slightly above projections, Staff recommends a downward adjustment of $100,000 to the FY 2025-26 Transient Occupancy Tax revenue estimate.
- **Licenses and Permits – Decrease of $119,900 (-35.7%).** The decrease is based on current year projections, which are expected to continue into FY 2025-26.

**Table 2. FY 2025-26 Operating Budget Impact and Reserves**

| | FY 2025-26 Preliminary | FY 2025-26 Update | $ Change | % Change |
|---|---|---|---|---|
| Revenues | $133,398,929 | $133,179,029 | ($219,900) | (0.16%) |
| Expenditures | (116,021,991) | (116,305,636) | ($283,645) | 0.24% |
| **Net Operating Budget Impact** | **$17,376,839** | **$16,873,393** | **($503,545)** | **(2.90%)** |
| Transfers In | $136,015 | $136,015 | $0 | 0.00% |
| Transfers Out / Contributions | 20,701,900 | 20,701,900 | $0 | 0.00% |
| **Total Reserves, End of Year** | **$259,247,519** | **$258,743,974** | **($503,545)** | **(0.19%)** |

Additionally, a City/DUSD Liaison Committee meeting was held on Thursday, May 22, 2025 during which DUSD requested a revision to the Memorandum of Understanding between the agencies regarding crossing guard funding. Citing the City's growth and the opening of new schools, DUSD requested that the City fund three additional crossing guard positions, estimated at $23,000 each. This would bring the total number of City-funded positions from 11 to 14; and any positions beyond that would be funded by DUSD (in the current year, there are 17 crossing guards that serve the schools). Staff believes the request is reasonable given the growth in the community, but awaits City Council direction on adding these into the ongoing annual budget. This cost is not reflected in the above tables.

**Budget Balancing Considerations**

Per City Council direction at the April 15 meeting, Staff has identified potential cost reduction measures and revenue enhancements that may be implemented depending on the duration and severity of any downturn.

***Potential Expenditure Reductions***

If the City were to face a deficit, immediate corrective actions would need to focus primarily on the expenditure side. The City's ability to raise additional revenue is significantly constrained, as most tax increases require voter approval. Consequently, any substantial revenue-generating measures would require approval through an election process—an outcome that is not guaranteed and cannot be implemented quickly.

Table 3 summarizes potential cost reductions totaling $3.5 million, with more detail provided in Attachment 1. It should be noted that Staff is not recommending any of these at this time, as the City is still in a strong surplus budget situation. Staff will continue to closely monitor the City's financial position and broader economic conditions and expects to have more clarity in the current calendar year with respect to sales tax performance. Staff recommends moving forward with the Fiscal Year 2025-26 Budget as proposed, with the understanding that the City has a plan to implement immediate cost-reducing actions should they be warranted.

**Table 3. Potential Budget Balancing Cost Reductions**

| Category | Impact | Amount |
|---|---|---|

| | | |
|---|---|---|
| Parks and Community Services - Scale back special events. | Negative impacts on community quality of life: decreased community engagement, limited recreational and cultural opportunities for residents. | $258,000 |
| Non-Departmental - Reduce Library hours. | Negative impacts on community quality of life. | $367,000 |
| Public Works - Reduce maintenance and contract services. | Declining field conditions impact user group experience: clumping and debris accumulation on turf areas; uncontrolled vegetation. Potential higher future costs due to deferred maintenance. Lower quality of City events. | $1,750,000 |
| Finance – Reduce contributions to preventative maintenance (up to $2M). | One time reduction is reasonable. More than this impacts City's ability over time to make replacements of aging infrastructure when needed. | $750,000 |
| Citywide - Implement hiring freeze. | Increases workload on existing staff; may lead to reprioritizing/decreasing project work. | TBD |
| Citywide - Reduce training / travel. | Decreases professional development, leading to lower quality of work over time. | $400,000 |
| **Total** | | **$3,525,000** |

***Potential Revenue Increases***

The City of Dublin has two primary sources of revenue: taxes and fees. Under Proposition 218 and related laws, fees may only be set at levels that recover the cost of providing services. Fees cannot be increased arbitrarily unless justified by increased costs or the fee was previously subsidized. According to the current fee study, the City subsidizes approximately $256,000 in fees, excluding those set by state statute. Additionally, Staff has analyzed potential revenue increases – Transient Occupancy Tax and Sales Tax – that could be brought forward to the voters. Potential revenue enhancements to consider in the future are as follows:

- **Reduce Fee Subsidy – Increase in Revenue of up to $256,000.** Business License Fees account for $173,000 of the total fee subsidy. The remaining fees attributable to community development and permits are not charged at full cost due to health and safety concerns, as excessively high fees may discourage permitted work, increasing the risk of unpermitted and potentially unsafe activity.
- **Transient Occupancy Tax.** The City of Dublin's Transient Occupancy Tax (TOT) rate has remained at 8.00% since incorporation in 1982. While Pleasanton and Livermore also maintain an 8.00% rate, San Ramon and Hayward have increased theirs to 10.00% and 8.50%, respectively. As TOT primarily impacts visitors rather than residents, it is generally more acceptable to voters—reflected in the 86% approval rate of TOT measures statewide in the November 2024 election.

  Based on the Fiscal Year 2025-26 TOT budget of $1.4 million, a voter-approved increase in the TOT rate could generate the following additional revenue:

**Table 4: Projected Revenue from an increase to TOT**

| Rate | Revenue | Increase ($) | Increase (%) |
|---|---|---|---|
| 8% | $1,400,000 | — | — |
| 10% | $1,750,000 | $350,000 | 25% |
| 12% | $2,100,000 | $700,000 | 50% |

- **Sales Tax.** The current sales tax rate in the City of Dublin is 10.25%, with the City's share at 1.00%. Total sales tax revenue in Fiscal Year 2025-26 is projected at $27.6 million. Under State law, there is room for a 0.25% sales tax increase within the existing cap of 10.5%, without requiring special legislative approval. However, this increment is shared among all eligible agencies, including the City, school district, BART, and Alameda County.

  Estimating the exact revenue impact of a sales tax increase is challenging due to how sales tax is allocated—particularly on vehicle purchases, where the tax is based on the buyer's place of residence rather than the point of sale. Nonetheless, preliminary analysis suggests that a 0.25% increase could generate between $4.5 million and $6.0 million in new annual revenue for the City.

***Next Steps***

Staff is seeking direction from the City Council on the Preliminary Fiscal Year 2025-26 Budget. Specifically, Staff is looking for the City Council to confirm:

1) The funding of three additional crossing guards.
2) That cost reductions are not warranted at this time.

The final Proposed Budget will be brought back to the City Council on June 17, 2025 for adoption.

**STRATEGIC PLAN INITIATIVE:**

The Preliminary Fiscal Year 2025-26 Budget reflects priorities established in the City's Two-Year Strategic Plan.

**NOTICING REQUIREMENTS/PUBLIC OUTREACH:**

The City Council Agenda was posted.

**ATTACHMENTS:**

1) Potential Budget Balancing Cost Reductions
2) Staff Report dated April 15, 2025 (without attachments)

**POTENTIAL BUDGET BALANCING COST REDUCTIONS**

| | | |
|---|---|---|
| **Parks and Community Services** | | |
| Splatter | Eliminate droneshow and tasting pavilion and reduce the overall size and scale of the event. | $104,000 |
| Other Community Events | Scale back Tree Lighting and Breakfast with Santa.<br>Reduce summer concerts from eight to four.<br>Reduce outdoor movie nights from six to three. | $55,000 |
| The Wave | Reduce waterpark hours during weekdays by one hour.<br>Reduce advertising/marketing budget. | $55,000 |
| Heritage Cener | Eliminate the museum conservator and replace with in-house staff. | $30,000 |
| PCS Administration | Reduce the number of activity guides from four to three. Each activity guide costs approximately | $14,000 |
| | **Subtotal PCS** | **$258,000** |
| **Non-Departmental** | | |
| Library | Reduce additional City-paid hours from 23 to 11. | $367,000 |
| | **Subtotal Non-Departmental** | **$367,000** |
| **Public Works** | | |
| Janitorial Services | Reduce extra cleaning following rentals and events.<br>Reduce window and carpet cleaning by 50%.<br>Decrease frequency of mat service and septic tank maintenance. | $132,000 |
| MCE - Sports Fields Reno | Reduce annual spending on field maintenance activities such as reseeding and topdressing. | $462,000 |
| MCE - Turf Mowing | Reduce mowing frequency by 50% (from bi-weekly to weekly). | $157,000 |
| MCE - Weed Control | Reduce weed abatement services for general maintenance and special events, excluding St. Patrick's Day, Dublin Pride, and Splatter. | $259,000 |
| MCE - Support City Events | Eliminate MCE support for City events, excluding St. Patrick's Day, Dublin Pride, and Splatter. | $97,000 |
| Tree Maintenance | Limit tree maintenance to minor work and emergencies only. | $533,000 |
| Contract Services - Streets | Decrease sidewalk inspection and shaving program by 10%.<br>Reduce sweeping frequency in industrial areas from twice per month to once per month. | $110,000 |
| | **Subtotal Public Works** | **$1,750,000** |
| **Finance** | | |
| Preventative Maintenance | Reduce or eliminate General Fund contributions to Preventative Maintenance – Reduction of up to $2,000,000. | $750,000 |
| | **Subtotal Finance** | **$750,000** |
| **Citywide** | | |
| Staffing | Implement hiring freeze. | TBD |
| Employee Development | Limit citywide training and travel. | $400,000 |
| | **Subtotal Citywide** | **$400,000** |
| | **TOTAL POTENTIAL REDUCTIONS** | **$3,525,000** |

Agenda Item 8.1

DUBLIN
CALIFORNIA

# STAFF REPORT
## CITY COUNCIL

DATE: April 15, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Preliminary Fiscal Year 2025-26 General Fund Budget
*Prepared by: Jay Baksa, Finance Director*

## EXECUTIVE SUMMARY:

The City Council will review the Preliminary Fiscal Year 2025-26 Budget, focusing on the General Fund. The review will include a refined projection of the current year and an update to the 10-Year Forecast. This is the second year of the City's two-year budget; therefore, this information will supplement the budget document adopted by the City Council in June 2024. The updated Capital Improvement Program is presented under a separate item.

## STAFF RECOMMENDATION:

Receive the report and provide direction to Staff related to the budget adoption scheduled for the first City Council meeting in June.

## FINANCIAL IMPACT:

The update to the second year of the City's two-year budget results in a decrease to revenues of $319,051 and an increase to operating expenditures of $3,315,216 in the General Fund as compared to the Fiscal Year 2025-26 Forecast Budget that was presented in June 2024. After transfers out, total General Fund reserves are projected at $259,247,519, a decrease of $6,648,252 from the Forecast Budget.

## DESCRIPTION:

Background

The City of Dublin utilizes a biennial budget process, in which a comprehensive budget document is prepared that establishes high-level priorities and specific departmental goals for a two-year period. The second year of the cycle is the "update year," in which projections are revised to account for new and updated costs, while the original document continues to serve as the guiding financial plan.

As in prior years, this report focuses on the General Fund, as there are no major budgetary changes in other funds. This report will discuss the updates to the City's major revenue categories and recommended updates to the City's expenditure projections, reflecting the most recent information available.

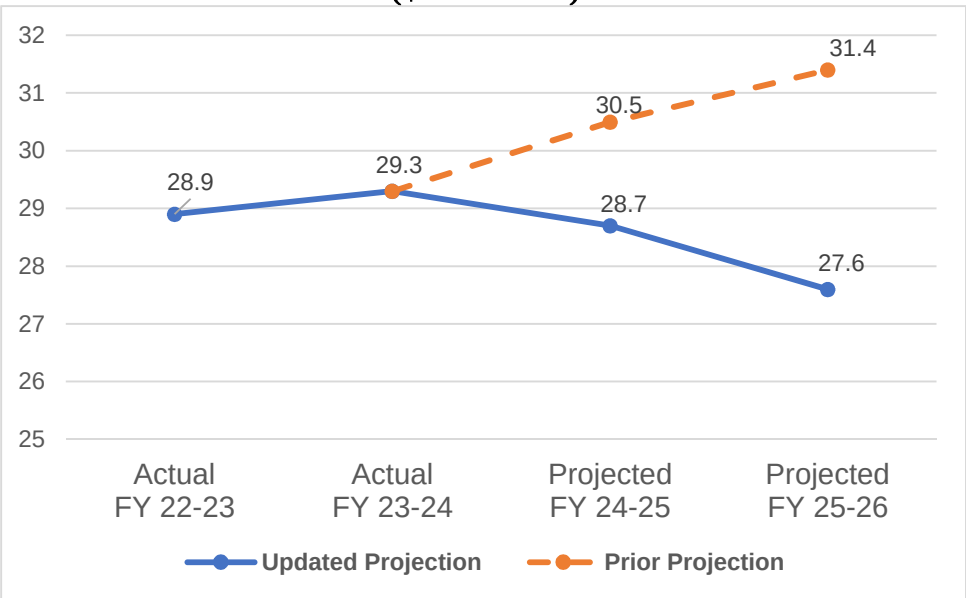
Updated Projections, Fiscal Year 2024-25

On February 18, 2025, Staff presented a mid-year financial review to the City Council that showed $132.5 million in total General Fund revenue in the current year, reflecting an increase of $4 million over the budget due to higher interest income. Staff utilized the most up-to-date information in preparing the mid-year report, including sales tax figures from the third quarter of 2024 (July – September 2024). Furthermore, and as a matter of conservative practice, Staff included changes to major revenues only in the mid-year report and assumed that all expenditure budgets would be spent.

In early April 2025, Staff received the sales summary for the fourth quarter of 2024 showing a dramatic drop in the auto market, which makes up almost 40% of the City's sales tax base. In that quarter alone, revenue from auto sales dropped over $600,000 from the same quarter last year. Applying such reductions to the first and second quarters of 2025 (January – June) results in a decrease of $1.8 million in the current fiscal year, from $30.5 million to $28.7 million.

Moreover, the City's consultant expects the decline in the auto sector to continue into Fiscal Year 2025-26, and for an uncertain national economic climate (i.e., weakened consumer confidence) to cause a softening across all sales sectors. The impact is a decrease of $3.8 million in anticipated revenue next year. Chart 1 below illustrates these points.

**Chart 1: Sales Tax Projections**
**($ in millions)**




Because of the significance of this information, Staff has worked to refine the Fiscal Year 2024-25 year-end numbers. In reality, City expenditures almost always end the year under budget,

reflecting things like position vacancies and underspending on supplies or utilities. Accordingly, despite the decline in sales tax projected over the next year and a half, Dublin remains in a surplus position (ongoing revenues less ongoing expenditures). Staff is acutely mindful, however, that these new sales tax figures could be a signal of potential negative economic impacts in other areas such as property tax and interest income. This is discussed in the Recession Analysis section of this report.

Table 1 summarizes the updated current year-end projections and is followed by a review of the findings. Large changes to specific categories (+/-$500,000) are discussed below.

**Table 1: FY 2024-25 Year-End Projections**

| | FY 24-25 Adopted | FY 24-25 Amended | FY 24-25 Projected | $ Variance | % Variance |
|---|---|---|---|---|---|
| Revenues | $128,267,303 | $133,569,704 | $133,493,473 | ($76,231) | 0.06% |
| Expenditures | (109,321,048) | (111,858,059) | (106,806,646) | $5,051,413 | (4.52%) |
| **Difference** | **$18,946,255** | **$21,711,645** | **$ 26,686,827** | **$4,975,182** | **22.91%** |

**Revenues:**

- *Sales Tax – decrease of $1,840,536 (-6.03%)*
  This is due almost entirely to a decline in the auto sector, beginning in the quarter ending December 31, 2024.

- *Rentals and Leases / Charges for Services – decrease of $554,269 (-5.74%)*
  Both revenue categories coming in lower than the Amended Budget, mainly due to the Dublin Arts Center not yet being operational. All other recreation programming revenues are generally coming in as budgeted.

- *Development Revenue – increase of $879,887 (+10.05%)*
  The increase is due to the acceleration of the Dublin Centre and Francis Ranch development projects.

- *Other Revenue – increase of $1,081,007 (+38.03%)*
  The category is a catch-all for various items such as the sale of property and donations but mainly comprises reimbursements from the Camp Parks Intergovernmental Services Agreement and one-time items like community benefit payments. In the current year, the City received a community benefit payment of $1 million from Landsea as part of the development agreement for the Dublin Centre project.

**Expenditures:**

- *Salaries and Wages – decrease of $1,650,145 (-10.53%)*
  The decrease is due to multiple staffing vacancies throughout the year, including at the Director and Assistant Director levels.

- *Benefits – decrease of $855,597 (-13.72%)*

The decrease is due to the multiple vacancies, as well as the conservative practice of budgeting the highest level of benefits for vacant positions (such as the higher retirement tier and the family medical plan).

- *Services & Supplies – decrease of $1,344,744 (-16.52%)*
  The net decrease is due partially to the lower-than-anticipated cost of insurance premiums through PLANJPA, the City's insurance pool. These savings will also be reflected in the Fiscal Year 2025-26 Budget. While rates have continued to increase, the overall amount of the increase was lower than originally anticipated. The City is also experiencing lower costs for general repairs and maintenance, as well as for operating supplies.

- *Utilities – decrease of $539,611 (-14.01%)*
  Utilities can be difficult to budget; for example, a rainy fall and winter can lead to significant savings in recycled water costs, which the City is seeing in the current year. Additionally, Staff is projecting budget savings in both electricity and gas on an annualized basis. It should be noted that the completion of various energy efficiency projects is currently saving the City approximately $600,000 annually.

- *Contract Services – decrease of $683,065 (-0.98%)*
  After factoring in encumbered funds and annualizing expenditures, Staff is projecting a savings in contract services of $683,065. This is primarily due to the Dublin Arts Center not opening this fiscal year.

Preliminary Fiscal Year 2025-26 Budget

The Preliminary Budget (Table 2 and included as Attachments 1 and 2) projects an operating surplus in the General Fund (ongoing revenues less ongoing expenditures) of $17,376,839. After transfers, total reserves are projected at $259,247,519, a decrease of $6,648,252 from the Forecast Budget.

As shown in Table 2, revenues in Fiscal Year 2025-26 are projected to decrease a net $319,051 (-0.24%) from the Forecast Budget, due primarily to the net impact of lower projected sales tax revenue, higher interest income, and revenue derived from development. Expenditures are increasing $3,315,216 (+2.94%) over the Forecast Budget. Changes to specific categories (+/- $100,000) are explained in the section below.

Table 2: FY 2025-26 Operating Budget Impact & Reserve

| | FY 2025-26 Forecast | FY 2025-26 Update | $ Change | % Change |
|---|---|---|---|---|
| Revenues | $133,717,880 | $133,398,929 | ($319,015) | (0.24%) |
| Expenditures | (112,706,775) | (116,021,991) | (3,315,216) | 2.94% |
| **Net Operating Budget Impact** | **$21,011,106** | **$17,376,839** | **($3,634,267)** | **(17.39%)** |
| Transfers In | | $136,015 | $136,015 | 100.0% |
| Transfers Out / Contributions | 17,551,900 | 20,701,900 | 3,150,000 | 17.95% |
| **Total Reserves, End of Year** | **$265,895,771** | **$259,247,519** | **($6,648,252)** | **(2.50%)** |

**Revenues:**

- *Sales Tax – decrease of $3,829,460 (-12.19%)*
  The auto sector losses experienced in the current year have been carried into Fiscal Year 2025-26, along with a general softening of other sectors.

- *Development Revenue – increase of $1,633,000 (+18.73%)*
  Development revenue includes permitting fees and payments for planning and engineering services provided by the City. The increase from the Forecast is due to the acceleration of projects. It should be noted that the receipt of revenues and corresponding services (i.e., City cost) do not happen simultaneously. Plan check costs are typically incurred approximately 12 months after revenue has been received, meaning that as development decreases, the associated decrease in costs will lag. In anticipation of this, the City has maintained the Service Continuity Reserve (currently at $3.2 million) to cover costs during that lag.

- *Charges for Services – net increase of $115,304 (+1.52%)*
  The increase is due to anticipated administrative fee revenue from the management of the City's solid waste contract.

- *Interest – increase of $2,000,000 (+35.74%)*
  The projected increase in interest earnings is due to the continued benefit of high interest rates, as well as a high cash balance in the General Fund. Staff and its consultants are closely monitoring the actions of the Federal Reserve and will make any adjustments as needed throughout the year.

Expenditures:

- *Personnel Costs (Salaries and Benefits) – Increase of $723,235 (+3.17%)*
  The Preliminary Budget includes two new positions funded by the General Fund:
  - One Administrative Technician in the Communications Division, to assist with the increased level of public transparency activities undertaken (the weekly Dublin Digest, social media posts, and public outreach). This Division currently has three staff: one Public Information Officer, one Analyst, and one Coordinator.
  - One Office Assistant in Dublin Police Services, to assist with an increased workload of records management, reporting needs, and customer service. This Division currently has four staff: two Office Assistant II's, one Administrative Technician, and one Administrative Aide.

  In addition, the full year cost for the Park Monitor position approved with the mid-year financial review has been included, as well as additional hours for seasonal staff at the Shannon Center. Health and retirement costs have been updated to reflect current and requested staffing.

- *Services & Supplies – decrease of $220,939 (-2.67%)*
  The net decrease is due to lower insurance premiums through PLANJPA, the City's insurance pool. The City's insurance rates have continued to increase, but the amount originally budgeted for both budget years was based on guidance from the plan JPA's conservative projections. The decrease is partially offset by minor increases in departmental costs ($25,000 for the purchase of water bottle filling stations and City flag replacements, combined), as well as an increase in the Youth Advisory Committee grant program from $2,500 to $10,000, per City Council direction at the November 19 meeting.

- *Internal Services Fund (ISF) – Increase of $130,000 (2.26%)*
  The change is attributed to an increase in software costs for the City's new Financial and Permitting system being fully implemented and online, and additional unforeseen costs with the system such as additional user licenses. All technology-related costs are paid for by the Information Technology ISF and allocated out to City departments based on service requests and equipment allocation.

- *Contract Services Expenditures – increase of $2,682,920 (+3.83%)*
  The increase in contract services is due to the following:
  - $1,556,622 for development-related contracts, specifically for the Dublin Centre and Francis Ranch projects, which have advanced quicker than anticipated. These costs have offset revenues, although the receipt of the revenue and the corresponding expense can occur in different fiscal years.
  - $602,000 for maintenance costs, including:
    - $70,000 for Green Stormwater Infrastructure maintenance, which is a requirement of the Municipal Regional Permit.
    - $462,000 for increased maintenance (field management, trash removal, and restroom cleaning), and additional support for events and rentals at Fallon Sports Park, Dublin Sports Grounds, and Don Biddle Community Park resulting from high park usage by the various user groups. Staff will factor

these increases in costs for field maintenance when analyzing future rental fees. Staff has also included $12,000 for MCE to install water bottle filling stations in City facilities.
        - $70,000 for one-time Civic Center maintenance including painting, drywall repairs, fire sprinkler maintenance, roll-up door replacement, HVAC duct inspections, and potential carpet repairs or replacement. This cost will be covered by the General Fund Reserve for the Parks Department Relocation to the Dublin Arts Center.
    - $303,420 for street sweeping expenses, due to the need to comply with prevailing wage regulations beginning July 1, 2025.
    - $79,379 for other maintenance contracts which include additional janitorial services at The Wave during peak activity days, contract services to maintain the new Battery Energy Storage Systems at Corp Yard, Senior Center, and The Wave, and a new contract with a specialty vendor for preventative maintenance and repairs of The Wave Natatorium dehumidifier.
    - $70,000 for ongoing SB1383 implementation costs and as-needed solid waste franchise support.

Other Pending Proposals

The Preliminary Fiscal Year 2025-26 Budget for both the Police Services and Fire Services contracts are currently based on the proposals given to the City last year. Staff expects to receive updated proposals in May but does not anticipate major cost increases at this time. Any changes will be highlighted at the time of the final budget presentation in June.

Transfers Out

The Preliminary Budget includes transfers out of $2.0 million to the Internal Services Fund – Facilities for preventive maintenance, and $18,701,900 to capital improvement projects. Of the amount for capital projects, $10,900,000 comes from Committed/Assigned Reserves and $7,801,900 from Unassigned Reserves. Capital projects funded by the General Fund in Fiscal Year 2025-26 are shown in Table 3, with new items noted in bold italics. These are included in the Preliminary CIP Budget item on this City Council agenda. All other transfers remain the same as in the Forecast Budget.

Table 3: Transfers Out to the Capital Improvement Program, FY 2025-26

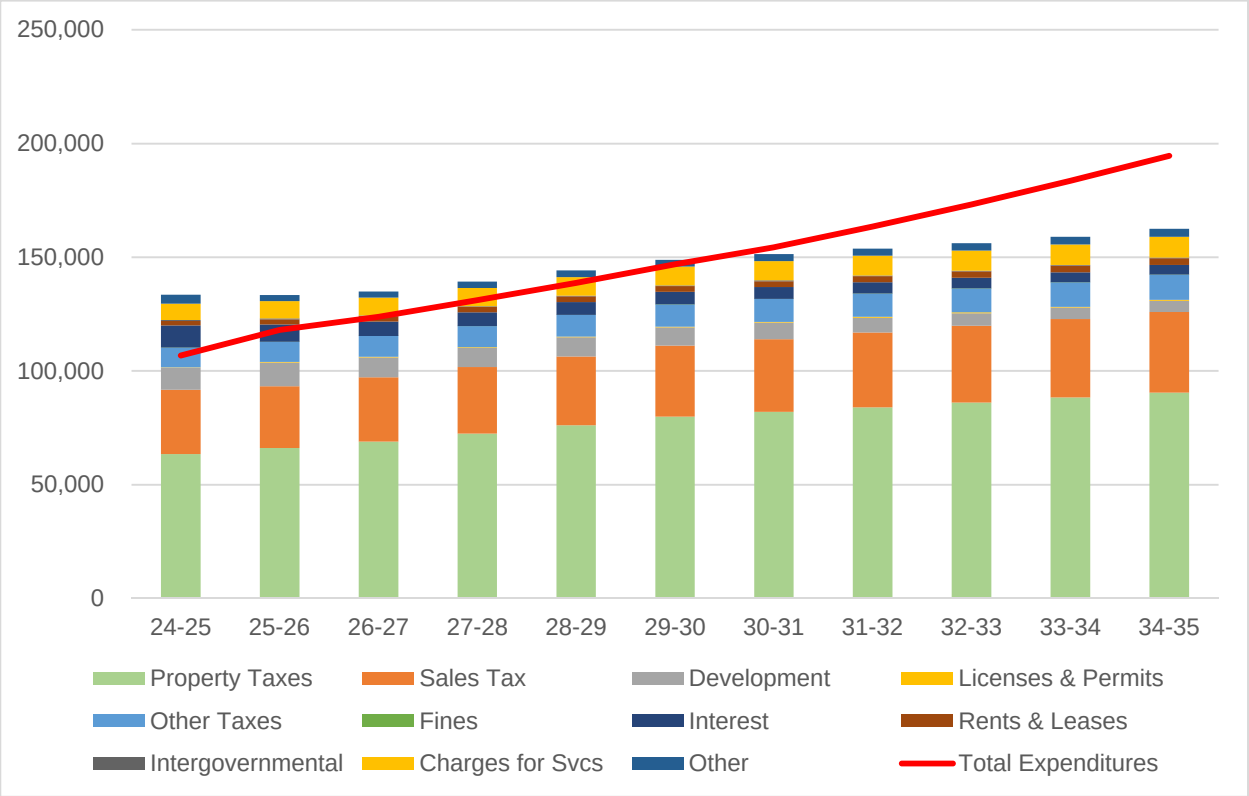
| Reserves / Projects | Amount |
|---|---|
| **Committed/Assigned** | **$10,900,000** |
| Dublin Arts Center | 250,000 |
| Village Parkway Reconstruction | 10,650,000 |
| **Unassigned** | **$7,801,900** |
| Annual Street Resurfacing | 2,086,900 |
| Citywide Energy Improvements | 400,000 |
| Citywide Storm Drain Improvements | 30,000 |
| Facilities Parking Lot Resurfacing | 500,000 |
| ***Fallon Field G Renovations (NEW)*** | 500,000 |
| Kolb Park Renovation | 2,450,000 |
| Resiliency and Disaster Preparedness | 1,375,000 |
| ***Shade Structure Study (NEW)*** | 200,000 |
| Sunday School Barn Improvements | 260,000 |
| **Total** | **$18,701,900** |

10-Year Forecast

The 10-Year General Fund Forecast serves as the foundation of the annual budget process in terms of guiding the City's use of resources now to prepare for the future. Staff continues to monitor ongoing revenue sources that fund ongoing costs and how those impact the General Fund over time.

After incorporating the most current information available into the 10-Year Forecast and making certain assumptions about future revenues and expenditures, the projected operating deficit begins in Fiscal Year 2030-31, as illustrated in Chart 2. This is one year closer compared to the last forecast model. Revenue and expenditure assumptions are discussed below.

Chart 2: 10-Year General Fund Forecast
($ in thousands)




10-Year Revenue Assumptions:

- *Property Tax*
  - Years 2-5: Between 4.38% - 5.06% annual growth based on estimates provided by the City's Property Tax consultant, which includes the following assumptions:
  - CPI adjustment: 2% increase throughout the forecast.
  - Transfer of ownerships: growth based on historical averages.
  - Years 5-10: 2.5% annual growth as development slows down.

- *Sales Tax*
  - Year 2: 3.5% growth based on the current projects from the City's sales tax consultant. This follows projected decreases in both FY 2024-25 and FY 2025-26.
  - Years 3-5: 3.2% annual growth; Years 6-10: 2.5% annual growth.

- *Development Revenue*
  - Based on development projections.
  - Year 2: 3% increase based on timing of ongoing projects; Year 3: 3% decrease.
  - Years 4-10: Flat in Year 4 and steady declines beginning in Year 5 through Year 10 as the community nears build-out. This is continually adjusted as development projects are brought to the City.

- *Charges for Services*
  - 2% annual growth (inflationary).

- *Interest*
  - Decreases beginning in Year 2, as the City spends General Fund Reserves and as interest rates decrease.

- *All Other Revenue*
  - 0% - 2% annual growth.

10-Year Expenditure Assumptions:

- *Personnel*
  - No new positions.
  - COLA: up to 3.5% annually and merit increases.
  - Benefit increases: 5% annual increase to retirement and health care.

- *Services and Supplies*
  - 2% annual increase (inflationary).

- *Internal Services Funds*
  - 10% annual increase to build up balances for future maintenance needs.

- *Contracted Services*
  - 6% annual increase across the board for all contract services.
  - This allows for one new Police Officer added annually to the City's contract with Alameda County Sheriff's Office. Actual needs are determined each year through collaboration with Dublin Police Services.

- Utilities
  - 4% annual increase.

- *Transfers Out/Contributions/Other*
  - Preventative Maintenance - $1.0 million per year (decreased from the current contribution of $2 million per year).
  - Lease Revenue Bond Early Payoff - $1 million per year to FY 2028-29.
  - General Fund contributions to capital projects based on the approved CIP.

Recession Analysis

It should be noted that, while conservative assumptions are used in the City's major revenue categories, a full recession is not included in the 10-year period. With the recent actions by the federal government, there has been speculation that a recession may occur in the near future. While the length and severity of any downturn is impossible to predict, Staff generally looks to the Great Recession, which significantly impacted City revenues over a three-year period, beginning in 2009.

Using the Fiscal 2024-25 projected year-end numbers as a baseline, potential total recessionary revenue loss could net $12.5 million over three years as shown in Table 4 below.

**Table 4: Potential Recession, Impact on Revenue**

| | FY 2024-25 | Recession Year 1 | Recession Year 2 | Recession Year 3 |
|---|---|---|---|---|
| **Total Revenue** | **$133,493,473** | **$125,807,548** | **$121,066,112** | **$121,091,817** |
| Property Tax | $63,499,389 | | (2,857,473) | (612,483) |
| Sales Tax | $28,695,829 | (4,447,853) | 368,569 | 1,587,767 |
| Interest Revenue | $9,622,800 | (3,238,072) | (2,252,532) | (949,579) |
| **Net Revenue (Loss)/Gain** | | **(7,685,926)** | **(4,741,435)** | **25,705** |
| **Expenditures** | **$106,806,646** | **$118,021,991** | **$123,833,778** | **$131,109,144** |
| **Operating Surplus/(Deficit)** | **$26,686,827** | **$7,785,557** | **($2,767,666)** | **($10,017,357)** |

Revenue loss amounts would serve as the starting point for discussion regarding expenditure reductions and/or use of reserve funds. As of the time of this report, the City has a total of $11.2 in contingency reserves, as well as an Unassigned (Cash Flow) Reserve of $76.6 million that equates to about 8 months of the Fiscal Year 2025-26 budgeted expenditures. This positions the City to be able to weather short-term revenue losses, even if severe. However, structural revenue losses (such as losing a major stream altogether) in combination with uncontrolled expenditure growth would require the City to consider programmatic cuts, new revenue streams, and other long-term budget balancing solutions.

Next Steps

Staff is seeking direction from the City Council on the Preliminary 2025-26 Budget. The final Proposed Budget will be brought back to the City Council on June 3 for adoption.

## STRATEGIC PLAN INITIATIVE:

The Preliminary Fiscal Year 2025-26 Budget reflects priorities established in the City's Two-Year Strategic Plan.

## NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

## ATTACHMENTS:

1) Preliminary Fiscal Year 2025-26 General Fund Summary
2) Preliminary Fiscal Year 2025-26 General Fund Reserves

# Preliminary General Fund FY 2025-26 Update

June 3, 2025



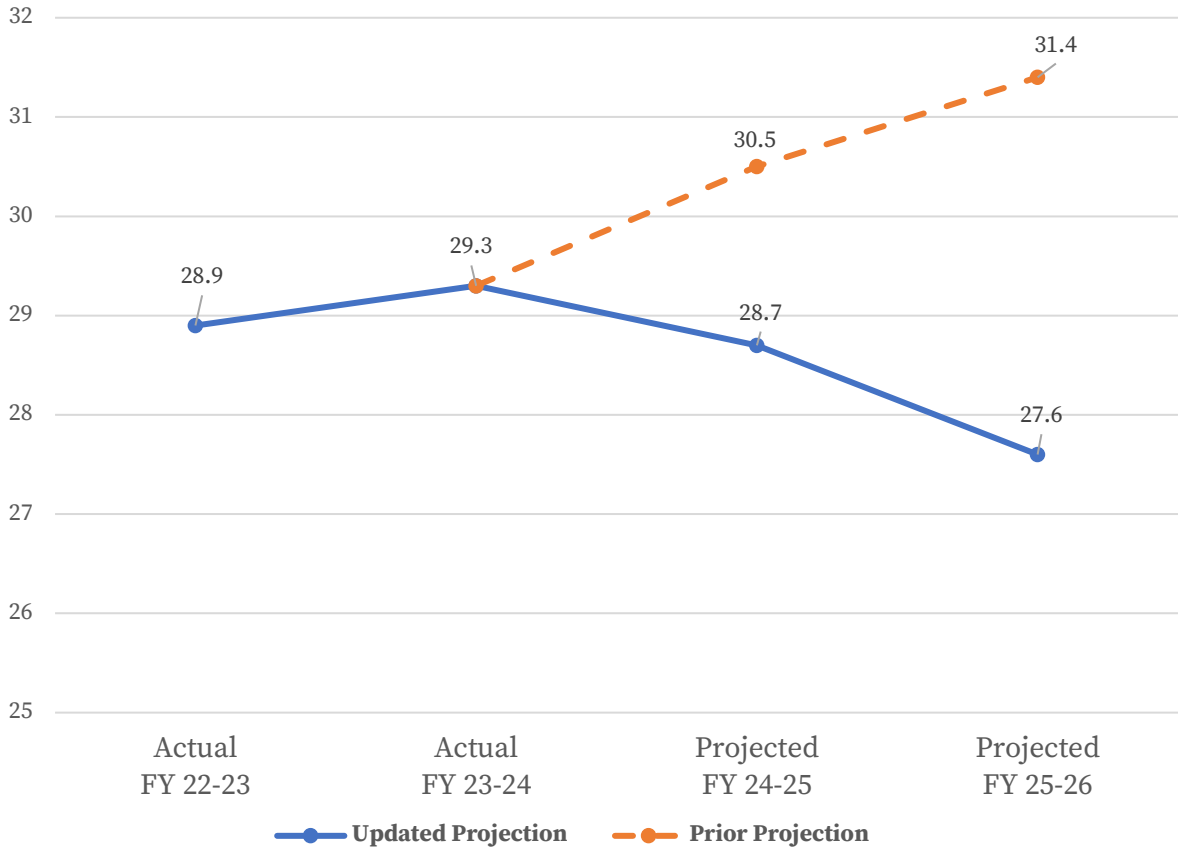

DUBLIN
CALIFORNIA

# Presentation Overview

- Preliminary Budget Recap
- Economic and Sales Tax Update
- FY 2025-26 Budget Update
- Budget Balancing Considerations

# Preliminary Budget Recap

- Preliminary budget presented April 15, 2025.
- Decrease of $1.8M and $3.8M in Sales Tax revenue in FY 24-25 and 25-26, respectively.
- Based on decline in Auto Sales = 41% of all sales tax in FY 23-24.
- “Softening” in other sectors.



# Preliminary Budget Recap, 2

- Not a recession, but reflection of uncertainty, that may affect other revenue sources.
  - Concerns about effect of federal tariffs.
- Council directed Staff to look at cost-cutting and/or revenue enhancements.

# Economic and Sales Tax Update

- Continuing high level of uncertainty leading to significant volatility in global markets.
  - Disrupting business planning.
- (Positive Update) - Recession is not imminent.
- Greater clarity by fourth quarter 2025.

# Economic and Sales Tax Update, 2

- Potential – Gas Prices reach $8.44/gallon in 2026.
  - City Consultant (HdL) – projected $6.00/gallon.
  - Operationally limited impact.
    - Increase of fuel costs offset by fuel related sales tax.
  - Greater concern is broader inflationary effect.
- (Positive Note) – Q1 Sales Tax payment (Qtr. ending March 31) - $128,000 higher than HdL projections.
  - Staff not recommending any updates to Sales Tax projections at this time.
  - Meet with HdL in late July to discuss Q1 results.

# FY 2025-26 Budget Update

- **Fire Contract – decrease $176,732 (-0.97%)**
  - Lower personnel and county overhead costs.
  - Partially offset by higher dispatch and program expenses.
  - City allocating $1.75 million for purchase of two replacement fire engines.
    - Funded by ISF for vehicle replacement.
    - Four-year lead time.

# FY 2025-26 Budget Update, 2

- **Police Contract – increase $260,377 (+0.94%)**
  - Higher personnel costs; offset by reduction in dispatch service costs.
  - 4 Behavioral Health Positions.
    - 3 funded by ARPA
    - 1 funded by federal grant
  - 2 Dare program positions; funded by Opioid Settlement Funds.

# FY 2025-26 Budget Update, 3

- **Code Enforcement – Increase $200,000 (+100%)**
  - Ongoing legal matters.
- **Licenses and Permits – Decrease $119,900 (-35.7%)**
  - Current year projections carried into FY 2025-26.
- **Transient Occupancy Tax (TOT) – decrease of $100,000 (-6.67%)**
  - Based on current collections.
  - Actual receipts are moving in right direction and slightly above projections.
  - Staff continues to recommend the downward adjustment.

# FY 2025-26 Budget Update, 4

- Operating Surplus of $16,873,393

| | FY 2025-26 Preliminary | FY 2025-26 Update | $ Change | % Change |
|---|---|---|---|---|
| Revenues | $133,398,929 | $133,179,029 | ($219,900) | (0.16%) |
| Expenditures | (116,021,991) | (116,305,636) | ($283,645) | 0.24% |
| **Net Operating Budget Impact** | **$17,376,839** | **$16,873,393** | **($503,545)** | **(2.90%)** |
| Transfers In | $136,015 | $136,015 | $0 | 0.00% |
| Transfers Out / Contributions | 20,701,900 | 20,701,900 | $0 | 0.00% |
| **Total Reserves, End of Year** | **$259,247,519** | **$258,743,974** | **($503,545)** | **(0.19%)** |

# FY 2025-26 Budget Update, 5

- May 22, 2025 – City/Dublin Unified School District (DUSD) liaison meeting was held.
  - DUSD requested City fund three additional crossing guard positions.
    - $23,000 per position
  - Staff believes reasonable request, given growth in community.
  - Has not been incorporated in Budget, awaiting City Council direction.

# Budget Balancing Considerations

- Staff has identified potential cost reductions and revenue enhancements.
- Staff is not recommending any of the following actions.
  - Strong surplus position
- Budget Balancing Plan to be implemented should the need arise.

# Budget Balancing Considerations, 2

- If, immediate corrective actions are needed, focus would be on expenditures.
  - Cities are strictly constrained on how additional revenue can be raised.
- Revenue enhancements typically need voter approval.
  - Not guaranteed and cannot be implemented timely.

# Budget Balancing Considerations, 3

| Category | Impact | Amount |
|---|---|---|
| Parks and Community Services - Scale back special events. | Negative impacts on community quality of life: decreased community engagement, limited recreational and cultural opportunities for residents. | $258,000 |
| Non-Departmental - Reduce Library hours. | Negative impacts on community quality of life. | $367,000 |
| Public Works - Reduce maintenance and contract services. | Declining field conditions impact user group experience: clumping and debris accumulation on turf areas; uncontrolled vegetation. Potential higher future costs due to deferred maintenance. Lower quality of City events. | $1,750,000 |
| Finance – Reduce contributions to preventative maintenance (up to $2M). | One time reduction is reasonable. More than this impacts City's ability over time to make replacements of aging infrastructure when needed. | $750,000 |
| Citywide - Implement hiring freeze. | Increases workload on existing staff; may lead to reprioritizing/decreasing project work. | TBD |
| Citywide - Reduce training / travel. | Decreases professional development, leading to lower quality of work over time. | $400,000 |
| **Total** | | **$3,525,000** |

# Budget Balancing Considerations, 4

- City's primary sources of revenue are fees and taxes.
- Prop 218 – Fees can only be set at levels to recover costs.
  - Cannot be arbitrarily increased, must have increase in costs or fee previously subsidized.
  - Reduce all fee subsidies – increase of revenue of $256,000
    - Business License Fees
    - Community Development/Permit Fee – Health and Safety

# Budget Balancing Considerations, 5

- **Transient Occupancy Tax (TOT) Increase**
  - Current rate 8% since City's incorporation.
  - Impacts visitors rather than residents.
  - High approval rate.
  - FY 2025-26 Budget $1.4 million.
  - Projected increase between $350k - $700k.

| Rate | Revenue | Increase ($) | Increase (%) |
|---|---|---|---|
| 8% | $1,400,000 | — | — |
| 10% | $1,750,000 | $350,000 | 25% |
| 12% | $2,100,000 | $700,000 | 50% |

# Budget Balancing Considerations, 6

- Sales Tax Increase
  - Current rate 10.25%; FY 2025-26 projected revenue = $27.6 million.
  - State Cap of 10.50%; 0.25% remaining for all eligible agencies.
  - Projecting increase difficult due to how sales tax is allocated; particularly vehicle purchases.
  - Estimated increase of $4.5 million to $6.0 million.

# Next Steps

- Provide Staff direction on Preliminary FY 2025-26 Budget; specifically confirm:
  - Funding of three additional crossing guards.
  - Cost reductions are not warranted at this time.
- Final Proposed Budget will be brough back on June 17th for adoption.

- **Questions?**

Agenda Item 7.2

# STAFF REPORT

CITY COUNCIL

**DATE:** **June 3, 2025**

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Colleen Tribby, City Manager

**SUBJECT:** Five-Year Capital Improvement Program 2024-2029 – General Fund Projects Fiscal Year 2025-2026 Revisions
*Prepared by: Michael Boitnott, CIP Manager*

## EXECUTIVE SUMMARY:

The City Council will receive a report and provide direction on Fiscal Year 2025-26 revisions to the Five-Year Capital Improvement Program 2024-2029 (CIP) projects funded partially or wholly by the General Fund. Direction provided will be incorporated into an update of the CIP to be considered for City Council adoption on June 17, 2025.

## STAFF RECOMMENDATION:

Receive the report and provide direction on Fiscal Year 2025-26 revisions to the Five-Year Capital Improvement Program 2024-2029.

## FINANCIAL IMPACT:

The financial impact will be determined based on direction of the City Council on revisions to projects.

## DESCRIPTION:

On April 15, 2025, the City Council considered the preliminary update to the Five-Year Capital Improvement Program (CIP) 2024-2029, which included $1,950,000 in requests for new funding. Of that amount, $950,000 was proposed from the General Fund, $500,000 from the Equipment Replacement Fund, and $500,000 from the Information Technology Fund.

At the meeting, the City Council also received a report on General Fund revenues, which reflected a reduction in Sales Tax (primarily from the Autos sector) of $3.8 million over Fiscal Year 2025-26. In response, the City Council asked that Staff reanalyze the preliminary CIP with a focus on projects funded fully or partially by the General Fund, and propose adjustments that would alleviate the burden on the General Fund. Specifically, Staff was asked to consider whether projects were “need to haves” versus “nice to haves”.

In the current CIP there are 39 projects that are funded wholly or partially by the General Fund (Attachment 1). This includes projects that were funded in Fiscal Year 2024-25 and years prior, but that are still active projects and have remaining budget. In categorizing those projects for potential deferral or elimination, Staff considered the following factors:

- Whether the project directly relates to City Council Strategic Plan Objectives.
- Current project status.
- Whether the project has a grant allocation or other funding obligations.
- Whether the City is mandated to complete the project.
- Deferred maintenance impacts.
- Cost impacts due to project deferral.

Based on the factors above Staff categorized the 39 projects into the following three groups:

- Tier 1 – Projects tied to external funding obligations and mandates or necessary to maintain assets in operational condition. No change recommended.
- Tier 2 – No change recommended at this time.
- Tier 3 – Candidates for postponement, deferral, scaling back, or elimination.

If future financial projections for the General Fund necessitate adjustments to the funding plan for the CIP, Staff recommends City Council consider revisions to Tier 3 projects first and move to Tier 2 projects if needed. Staff does not recommend changes to the General Fund budgets for Tier 1 projects because those projects are already in construction, have grant funding obligations, or are linked to specific objectives of the City Council Strategic Plan.

It should be noted that the impacts of delaying a project include potential cost increases due to inflation, labor shortages, supply chain disruptions, import taxes, and construction material price volatility. Public Works Staff consulted construction management firms regarding the current market conditions and the near-term outlook for project cost escalation. At this time, the consensus is that projects should plan for price escalation of between 3% and 5% annually. This is similar to the escalators over the last two years, and it is Staff's opinion that such a level of price escalation should not be a primary determining factor for considering whether to delay a project in the near term.

Staff identified the following projects as Tier 3 (listed with a project description and the total General Fund amount budgeted):

- **Shade Structures at Various Facilities and Parks (GINEW01) - $200,000 proposed for FY 2025-26.** This project provides for the planning, environmental review, design, and construction of permanent shade structures (i.e. sails, canopies, etc.) at various City facilities and parks. The first phase of the project will be to evaluate where there is a deficiency and need for shade and the type of structure required to meet the needs, with The Wave Sports Pool and Aqua Play Pool being the first location identified.

Delaying or eliminating this project would mean that Staff would continue the practice of to only evaluating the need for shade when there is another project at that location, rather than having a comprehensive evaluation and implementation plan in place focusing on providing shade citywide. There is no anticipated cost escalation for the planning phase of the project.

- **Fallon Sports Park – Field G Upgrades (PK0225) - $650,000 ($500,000 proposed for FY 2025-26).** The project provides for the project management, construction management, and the construction of a 60-foot flagpole at the Field G baseball field. Future improvements may include field fence screening/padding with advertising, a wi-fi system (to facilitate streaming games), bleachers/seating for 250-350 people, a new scoreboard, and gate/fence access control.

  The first $150,000 allocated to the project was for flagpole and sound system installation (completed May 2025) and various smaller improvements planned for the current season.

  The future improvements (using the balance of $500,000 and potentially more, depending upon the level of upgrades to the stadium seating) may be delayed to future years or moved to the Future Projects category. Staff anticipates a construction cost escalation between 3% and 5% for every year of delay.

- **Kolb Park Renovation (PK0224) - $2,900,000 ($450,000 in Prior Years; $2,450,000 proposed for FY 2025-26).** This project will provide for the planning, design, and construction to renovate the 4.86-acre Kolb Park. The improvements will be consistent with the Parks and Recreation Master Plan and may include the replacement of the restroom building, play equipment, site furnishings, picnic areas, drinking fountains, tot lot fencing, parcourse equipment stations, signage, refreshing of the shade structure, relevelling the existing paver and decomposed granite pathways, and refreshing the landscaping. Staff will also look for opportunities to incorporate Green Stormwater Infrastructure within the park as a part of the renovation.

  Delaying the start of this project to FY 2026-27 will require additional maintenance of an estimated $10,000 per year until the renovation. This is primarily due to the bathrooms being in general disrepair, and minor additional maintenance/upkeep to other park amenities. Staff anticipates a construction cost escalation between 3% and 5% for every year of delay.

- **Sunday School Barn Improvements (PK0125) - $385,000 ($125,000 in Prior Years; $260,000 proposed for FY 2025-26).** This project provides for the design and construction to renovate the existing wood floor inside the Sunday School Barn at Heritage Park. The original wood floors are not adequate for the types and frequency of use that the building is experiencing. The project is intended to preserve the look and historic fabric of the original wood that is believed to be from the late 1800's while ensuring the structural integrity and finish of the floor are adequate for the current and planned uses of the barn.

Moving this project to the Future Projects category will require additional maintenance ($5,000 per year) and potential weight limitations on the existing wooden floors until replacement, which may also require restrictions on the use of the facility. Staff anticipates a construction cost escalation between 3% and 5% for every year of delay.

- **Citywide Storm Drain Improvements (ST0124) - $217,500 ($30,000 in Prior Years; $30,000 proposed for FY 2025-26; $157,500 proposed for FY 2026-27).** This project will provide for the planning, design, maintenance, and construction of various improvements to citywide storm drainage facilities that may be located outside the public street rights-of-way, such as v-ditches and culverts on City-owned properties or public easements, such as the large G-3 box culvert running parallel to I-580. The first phase of the project will include a storm drainage master plan and/or condition assessment report with recommendations for maintenance or improvements. Future phases will include design and maintenance and/or construction to implement the recommendations from the Master Plan.

  This project can be removed from the current five-year CIP. Staff anticipates that the master plan and condition assessment phase of this project can be accomplished through funds available in the operating budget in the current and next fiscal year. If any of the recommendations resulting from the master plan are beyond maintenance work, Staff will return to the City Council with a new project for the design and construction phases.

- **San Ramon Landscape Renovation (ST0218) - $239,065 in Prior Years.** This project provides for design and construction to renovate the landscaping along San Ramon Road between Silvergate Drive and Alcosta Boulevard. Proposed renovation includes the removal of failing plants, soil amendment, and installation of new plants, with an emphasis on Bay Friendly and water conserving plant species. Much of the existing landscaping in this area was installed between 1993 and 1995, and some of the planting has reached the end of its life expectancy. Potential funding for Bay Friendly landscaping may be available from Measure D.

  Removing this project from the current five-year CIP or moving it to the Future Projects category will require the continuation of the current level of maintenance and operation of the existing landscape improvements.

Delaying or removing the Tier 3 projects could achieve General Fund savings of up to $1.4 million over three fiscal years, as summarized in Table 1 below. Where a project was deferred and added back, a 5% escalator was applied.

**Table 1. Potential CIP Adjustments**

| Name | Note | FY 2024-25 | FY 2025-26 | FY 2026-27 | Project Change |
|---|---|---|---|---|---|
| Shade Structures at Various Facilities and Parks | Move to Future Projects | | (200,000) | | (200,000) |
| Fallon Sports Park - Baseball Field G Upgrades | Move the future improvements to Future Projects. | | (500,000) | | (500,000) |
| Kolb Park Renovation | Move to FY 2026-27. | (448,999) | (2,450,000) | 3,043,949 | 144,950 |
| Sunday School Barn Improvements | Move to Future Projects, use maintenance budget for upkeep. | (125,000) | (260,000) | | (385,000) |
| Citywide Storm Drain Improvements | Remove; use operating budget for first phase (Master Plan). | (30,000) | (30,000) | (157,500) | (217,500) |
| San Ramon Road Landscape Renovation | Remove; use operating budget for maintenance of existing. | (239,065) | | | (239,065) |
| | **Total** | **(843,064)** | **(3,440,000)** | **2,886,449** | **($1,396,615)** |

**Next Steps**

Direction provided by the City Council to revise the CIP projects funded by the General Fund will be incorporated into the Fiscal Year 2025-26 Budget Update and Five-Year CIP, scheduled for adoption at the June 17, 2025, City Council meeting.

**STRATEGIC PLAN INITIATIVE:**

The Preliminary Five-Year Capital Improvement Program 2024-2029 reflects priorities established in the City's Two-Year Strategic Plan.

**NOTICING REQUIREMENTS/PUBLIC OUTREACH:**

The City Council Agenda was posted.

**ATTACHMENTS:**

1) 2024-2029 Capital Improvement Program – Categorization of General Fund Projects

| Project Number | Project Name | Prior Years All Funds | General Fund Only 2025-2026 | 2026-2027 | 2027-2028 | 2028-2029 | Category |
|---|---|---|---|---|---|---|---|
| GI0421 | Audio Visual System Upgrade | $ 1,244,040 | $ - | $ - | $ - | $ - | Tier 2 |
| GI0121 | Citywide Energy Improvements | $ 24,514,270 | $ 400,000 | $ - | $ - | $ - | Tier 1 |
| GI0122 | Civic Center Rehabilitation | $ 2,236,730 | $ - | $ - | $ - | $ - | Tier 2 |
| GI0225 | Condition Assessment of Water Features | $ 50,000 | $ - | $ - | $ - | $ - | Tier 2 |
| GI0120 | Dublin Arts Center | $ 14,397,035 | $ 250,000 | $ - | $ - | $ - | Tier 1 |
| GI0123 | Dublin Standard Plans & Details Update | $ 142,500 | $ - | $ - | $ - | $ - | Tier 2 |
| GI0219 | Electric Vehicle (EV) Charging Stations | $ 427,459 | $ - | $ - | $ - | $ - | Tier 1 |
| GI0325 | Facilities Parking Lot Resurfacing | $ 500,000 | $ 500,000 | $ - | $ - | $ - | Tier 1 |
| GI0319 | Financial System Replacement | $ 2,515,000 | $ - | $ - | $ - | $ - | Tier 1 |
| GI0224 | Irrigation System Upgrades | $ 1,840,000 | $ - | $ - | $ - | $ - | Tier 1 |
| GI0117 | IT Infrastructure Improvement | $ 1,243,600 | $ - | $ - | $ - | $ - | Tier 1 |
| GI0521 | Library Tenant Improvements | $ 4,835,665 | $ - | $ - | $ - | $ - | Tier 2 |
| GI0124 | Marquee Signs | $ 845,000 | $ - | $ - | $ - | $ - | Tier 2 |
| GI0323 | Municipal Fiber | $ 140,000 | $ - | $ - | $ - | $ - | Tier 2 |
| GI0221 | Resiliency and Disaster Preparedness Imp. | $ 1,379,189 | $ 1,375,000 | $ - | $ - | $ - | Tier 1 |
| GINew01 | Shade Structures as Various Facilities and Parks | $ - | $ 200,000 | $ - | $ - | $ - | Tier 3 |
| GI0523 | Situational Awareness Camera Program | $ 585,000 | $ - | $ - | $ - | $ - | Tier 2 |
| GI0425 | Waste Enclosures Upgrades | $ 325,000 | $ - | $ - | $ - | $ - | Tier 1 |
| PK0122 | Alamo Creek Park and Assessment District - Fence Replacement | $ 850,000 | $ - | $ - | $ - | $ - | Tier 2 |
| PK0221 | Downtown Dublin Town Square Park | $ 111,565 | $ - | $ - | $ - | $ - | Tier 2 |
| PK0225 | Fallon Sports Park - Baseball Field G Upgrades | $ 150,000 | $ 500,000 | $ - | $ - | $ - | Tier 3 |
| PK0322 | Forest Park | $ 3,538,947 | $ - | $ - | $ - | $ - | Tier 1 |
| PK0422 | Iron Horse Nature Park and Open Space | $ 6,900,305 | $ - | $ - | $ - | $ - | Tier 1 |
| PK0224 | Kolb Park Renovation | $ 450,000 | $ 2,450,000 | $ - | $ - | $ - | Tier 3 |
| PK0124 | Parks Playground Replacement | $ 1,109,560 | $ - | $ - | $ - | $ - | Tier 2 |
| PK0321 | Restrooms Replacement | $ 1,000,000 | $ - | $ - | $ - | $ - | Tier 2 |
| PK0125 | Sunday School Barn Improvements | $ 125,000 | $ 260,000 | $ - | $ - | $ - | Tier 3 |
| ST0117 | Annual Street Resurfacing | $ 20,133,863 | $ 2,086,900 | $ 1,750,000 | $ 1,850,000 | $ 1,850,000 | Tier 1 |
| ST0319 | City Entrance Monument Signs | $ 485,000 | $ - | $ - | $ - | $ - | Tier 2 |
| ST0517 | Citywide Bicycle and Pedestrian Improvements | $ 7,130,045 | $ - | $ - | $ - | $ - | Tier 1 |
| ST0713 | Citywide Signal Communications Upgrade | $ 5,085,427 | $ - | $ - | $ - | $ - | Tier 1 |
| ST0124 | Citywide Storm Drain Improvements | $ 30,000 | $ 30,000 | $ 157,500 | $ - | $ - | Tier 3 |
| ST0221 | Downtown Dublin Street Grid Network | $ 228,020 | $ - | $ - | $ - | $ - | Tier 2 |
| ST0216 | Dublin Boulevard Extension - Fallon Road to North Canyons Parkway | $ 30,991,710 | $ - | $ - | $ - | $ - | Tier 2 |
| ST0121 | Green Stormwater Infrastructure | $ 2,573,375 | $ - | $ 450,000 | $ - | $ - | Tier 1 |
| ST0118 | Iron Horse Trail Bridge at Dublin Boulevard | $ 13,454,439 | $ - | $ - | $ - | $ - | Tier 1 |
| ST0218 | San Ramon Road Landscape Renovation | $ 238,660 | $ - | $ - | $ - | $ - | Tier 3 |
| ST0514 | San Ramon Road Trail Lighting | $ 173,461 | $ - | $ - | $ - | $ - | Tier 2 |
| ST0323 | Village Parkway Reconstruction | $ 1,600,000 | $ 8,450,000 | $ - | $ - | $ - | Tier 1 |
| **Total** | | | **$ 16,501,900** | **$ 2,357,500** | **$ 1,850,000** | **$ 1,850,000** | |

# 2024-2029 Five-Year Capital Improvement Program General Fund Projects

June 3, 2025




DUBLIN
CALIFORNIA

# Capital Improvement Program

- The Preliminary Five-Year Capital Improvement Program (CIP) 2024-2029 Update was presented on April 15, 2025.

- Staff was asked to reanalyze the preliminary CIP with a focus on projects funded fully or partially by the General Fund. 39 projects were identified.

- Staff categorized 39 projects into 3 Tiers.

  Tier 1 – Projects tied to external funding obligations and mandates or necessary to maintain assets in operational condition. No change recommended.

  Tier 2 – No change recommended at this time.

  Tier 3 – Candidates for postponement, deferral, scaling back, or elimination.

# Capital Improvement Program

## Tier 1 – No change recommended

| No. | Project Name |
|---|---|
| GI0121 | Citywide Energy Improvements |
| GI0120 | Dublin Arts Center |
| GI0219 | Electric Vehicle (EV) Charging Stations |
| GI0325 | Facilities Parking Lot Resurfacing |
| GI0319 | Financial System Replacement |
| GI0224 | Irrigation System Upgrades |
| GI0117 | IT Infrastructure Improvement |
| GI0221 | Resiliency and Disaster Preparedness Imp. |
| GI0425 | Waste Enclosures Upgrades |

| No. | Project Name |
|---|---|
| PK0322 | Forest Park |
| PK0422 | Iron Horse Nature Park and Open Space |
| ST0117 | Annual Street Resurfacing |
| ST0517 | Citywide Bicycle and Pedestrian Imp. |
| ST0713 | Citywide Signal Communications Upgrade |
| ST0121 | Green Stormwater Infrastructure |
| ST0118 | Iron Horse Trail Bridge at Dublin Boulevard |
| ST0323 | Village Parkway Reconstruction |

# Capital Improvement Program

## Tier 2 – No change recommended at this time

| No. | Project Name |
|---|---|
| GI0421 | Audio Visual System Upgrade |
| GI0122 | Civic Center Rehabilitation |
| GI0225 | Condition Assessment of Water Features |
| GI0123 | Dublin Standard Plans & Details Update |
| GI0521 | Library Tenant Improvements |
| GI0124 | Marquee Signs |
| GI0323 | Municipal Fiber |
| GI0523 | Situational Awareness Camera Program |

| No. | Project Name |
|---|---|
| PK0122 | Alamo Creek Park and Ass. Dist.- Fence Rep. |
| PK0221 | Downtown Dublin Town Square Park |
| PK0124 | Parks Playground Replacement |
| PK0321 | Restrooms Replacement |
| ST0319 | City Entrance Monument Signs |
| ST0221 | Downtown Dublin Street Grid Network |
| ST0216 | Dublin Blvd. Ext. - Fallon Rd. to N. Canyons Pky. |
| ST0514 | San Ramon Road Trail Lighting |

# Capital Improvement Program

## Tier 3 – Potential CIP Adjustments

| Name | Note | FY 2024-25 | FY 2025-26 | FY 2026-27 | Project Change |
|---|---|---|---|---|---|
| Shade Structures at Various Facilities and Parks | Move to Future Projects | | (200,000) | | (200,000) |
| Fallon Sports Park - Baseball Field G Upgrades | Move the future improvements to Future Projects. | | (500,000) | | (500,000) |
| Kolb Park Renovation | Move to FY 2026-27. | (448,999) | (2,450,000) | 3,043,949 | 144,950 |
| Sunday School Barn Improvements | Move to Future Projects, use maintenance budget for upkeep. | (125,000) | (260,000) | | (385,000) |
| Citywide Storm Drain Improvements | Remove; use operating budget for first phase (Master Plan). | (30,000) | (30,000) | (157,500) | (217,500) |
| San Ramon Road Landscape Renovation | Remove; use operating budget for maintenance of existing. | (239,065) | | | (239,065) |
| | **Total** | **(843,064)** | **(3,440,000)** | **2,886,449** | **($1,396,615)** |

# Staff Recommendation

- Receive the report and provide direction to Staff on revisions to the Five-Year Capital Improvement Program.