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, September 16, 2025

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

CLOSED SESSION 6:00 PM
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, September 16, 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.

CLOSED SESSION 6:00 PM

I. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Attorney

II. CONFERENCE WITH LABOR NEGOTIATORS
Agency designed representatives: Councilmembers Josey and McCorriston
Unrepresented employee: City Attorney

III. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of Section 54956.9)
Name of case: Kingswood Owners Association v. City of Dublin, Alameda County Superior Court Case No. 24CV087642

IV. CONFERENCE WITH LEGAL COUNSEL— EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of Section 54956.9)
In Purdue Pharma L.P., et al. (S.D. N.Y.), Case No. 19-23649

V. CONFERENCE WITH LEGAL COUNSEL— EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of Section 54956.9)
In re: National Prescription Opiate Litigation (N.D. Ohio) Case No. 1:17-md-2804

REGULAR MEETING 7:00 PM

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. REPORT ON CLOSED SESSION

3. PRESENTATIONS AND PROCLAMATIONS

3.1 Presentation of the Constitution Week Proclamation
The City Council will present the Constitution Week Proclamation to the Daughters of the American Revolution.
STAFF RECOMMENDATION:
Present the proclamation.
Staff Report
Attachment 1 - Constitution Week Proclamation

3.2 Employee Introductions
New City of Dublin staff members, Lacey Bockhaus, Digital Communications Technician with the City Manager's Office, and Christina Brekelmans, Recreation Coordinator with Parks and Community Services, 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 September 2, 2025 Regular City Council Meeting Minutes

The City Council will consider approving the minutes of the September 2, 2025 Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the September 2, 2025 Regular City Council Meeting.

Staff Report

Attachment 1 - September 2, 2025 Regular City Council Meeting Minutes

5.2 Authorizing the Enforcement of the California Vehicle Code Within the Wallis Ranch Subdivision and Approving an Agreement for Traffic Enforcement Services

The City Council will consider entering into another agreement for Dublin Police Services to provide traffic enforcement within the Wallis Ranch subdivision.

STAFF RECOMMENDATION:

Adopt the **Resolution** Authorizing Enforcement of the California Vehicle Code to Privately Owned Roads Within the Wallis Ranch Subdivision and Approving an Agreement with the Wallis Ranch Homeowner's Association for the Provision of Traffic Enforcement Services.

Staff Report

Attachment 1 - Resolution Authorizing Enforcement of the California Vehicle Code to Privately Owned Roads Within the Wallis Ranch Subdivision and Approving an Agreement

Attachment 2 - Exhibit A to the Resolution - Agreement Between the City of Dublin and Wallis Ranch Homeowners Association Regarding Enhanced Police Services

5.3 Fourth Amendment to the Land Lease with U.S. Bank National Association

The City Council will consider a Fourth Amendment to the Land Lease between the City of Dublin and U.S. Bank National Association.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Fourth Amendment to the Land Lease Between the City of Dublin and U.S. Bank National Association.

Staff Report

Attachment 1 - Resolution Approving the Fourth Amendment to the Land Lease between the City of Dublin and U.S. Bank National Association

Attachment 2 - Exhibit A to the Resolution - Fourth Amendment to the Land Lease between the City of Dublin and U.S. Bank National Association

5.4 Payment Issuance Report and Electronic Funds Transfer

The City Council will receive a listing of payments issued from August 1, 2025 – August 31, 2025, totaling $24,541,574.76.

STAFF RECOMMENDATION:

Receive the report.

Staff Report

Attachment 1 - Payment Issuance Report for Aug 2025

5.5 Adoption of the City of Dublin Title VI Program

The City Council will consider adopting the City of Dublin Title VI Program in accordance with a statue provision of the Civil Rights Act of 1964 that prohibits discrimination in any program or activity receiving federal financial assistance. The Title VI Program ensures compliance through a public notice of rights, complaint procedures, designation of a Title VI Coordinator, and ongoing reporting to the California Department of Transportation, which is responsible for distributing Federal Highway Administration funds to local agencies.

STAFF RECOMMENDATION:

Adopt the **Resolution** Adopting the City of Dublin Title VI Program.

Staff Report

Attachment 1 - Resolution Adopting the City of Dublin Title VI Program

Attachment 2 - Exhibit A to the Resolution - City of Dublin Title VI Program

5.6 2025 Development Agreement Review

The City Council will receive a report on the annual review of active Development Agreements to ensure compliance with the terms and provisions of the Agreements pursuant to the California Government Code, Sections 65864 - 65869.5, and to Chapter 8.56 of the Dublin Municipal Code.

STAFF RECOMMENDATION:

Adopt the **Resolution** Finding that Developers Having Obligations Under Active Development Agreements and Supplemental Agreements as Amended, Have Complied in Good Faith with the Terms and Provisions of the Agreements.

Staff Report

Attachment 1 - Resolution Finding that Developers Having Obligations Under Active Development Agreements and Supplemental Agreements as Amended, Have Complied in Good Faith with the Terms and Provisions of the Agreements

6. PUBLIC HEARING – None.

7. UNFINISHED BUSINESS – None.

8. NEW BUSINESS

8.1 Annual Review of the City's Statement of Investment Policy

The City Council will consider a resolution completing the annual review of the Statement of Investment Policy. The Policy has been updated to align with the City's Mission, Vision, and Values, as identified in the City's Strategic Plan by adding three new categories to the

prohibited investment list. Additionally, City Staff relocated existing prohibitions into the designated "Prohibited Investments" section for consistency and clarity.
While not required by statute, annual review of a local agency's investment policy is recommended by the California Debt and Investment Advisory Commission and is included as a requirement in the City Policy.

STAFF RECOMMENDATION:

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

Staff Report
Attachment 1 - Resolution Approving the Annual Review of the Statement of Investment Policy and Delegation of Authority to Complete Investment Transactions
Attachment 2 - Exhibit A to the Resolution - Statement of Investment Policy for the City of Dublin
Attachment 3 - Statement of Investment Policy for the City of Dublin Redline
Attachment 4 - June 2, 2025 Finance and Investment Committee Agenda Item #2.2 Staff Report (No Attachments)
Item 8.1 - PowerPoint Presentation

8.2 Agreement with East Bay Pool Service, Inc. for Aquatic Facilities Maintenance

The City Council will consider approving an agreement with East Bay Pool Service, Inc. for Aquatic Facilities Maintenance.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Contractor Services Agreement with East Bay Pool Service, Inc. for Aquatic Facilities Maintenance and approve the budget change.

Staff Report
Attachment 1 - Resolution Approving the Contractor Services Agreement with East Bay Pool Service, Inc for Aquatic Facilities Maintenance
Attachment 2 - Exhibit A to the Resolution - Contractor Services Agreement Between City of Dublin and East Bay Pool Service, Inc. for Aquatic Facilities Maintenance
Attachment 3 - Proposal - East Bay Pool Service, Inc
Attachment 4 - Request for Proposals
Attachment 5 - Budget Change Form - Aquatics Maintenance Agreement FY 2025-26
Item 8.2 PowerPoint Presentation

9. CITY MANAGER AND CITY COUNCIL REPORTS

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

10. ADJOURNMENT

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

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

reasonable accommodation for individuals with disabilities, consistent with the federal ADA, and resolve any doubt in favor of accessibility.

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

Mission

The City of Dublin promotes and supports a high quality of life, ensures a safe, 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: **September 16, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Presentation of the Constitution Week Proclamation
Prepared by: Vanessa Rosales, Deputy City Clerk

EXECUTIVE SUMMARY:

The City Council will present the Constitution Week Proclamation to the Daughters of the American Revolution.

STAFF RECOMMENDATION:

Present the proclamation.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Constitution Week commemorates one of America's most important founding documents. It is celebrated annually during the week of September 17-23.

The purpose of the Constitution Week celebrations are to:

- Emphasize citizens' responsibilities to protect and defend the Constitution.
- Inform people that the Constitution is the basis for America's great heritage and the foundation for our way of life.
- Encourage the study of the historical events which led to the framing of the Constitution in September 1787.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Constitution Week Proclamation

A PROCLAMATION OF THE CITY COUNCIL
CITY OF DUBLIN, CALIFORNIA

"Constitution Week"
September 17 - 23, 2025

WHEREAS, *September 17, 2025 marks the 238th anniversary of the signing of the Constitution of the United States of America by delegates of the Constitutional Convention; and*

WHEREAS, *it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and*

WHEREAS, *the National Society of the Daughters of the American Revolution (NSDAR) upholds the goals of Constitution Week, supporting Dublin libraries, schools, and civic organizations in teaching all citizens, especially youth and newly naturalized citizens, about our founding documents; and*

WHEREAS, *the local Jose Maria Amador NSDAR chapter runs an annual Constitution Week Poster Contest to raise awareness and inspire Dublin's citizens; and*

WHEREAS, *Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.*

NOW, THEREFORE, BE IT RESOLVED *that the City Council of the City of Dublin does hereby proclaim September 17, 2025 through September 23, 2025, as Constitution Week in the City of Dublin, and encourages its residents to reaffirm the ideals that the framers of the Constitution had in 1787 by vigilantly protecting the freedom guaranteed through this guardian of liberties, and remembering that lost rights may never be regained.*

DATED: *September 16, 2025*

Mayor Sherry Hu

Vice Mayor Kashef Qaadri

Councilmember Jean Josey

Councilmember Michael McCorriston

Councilmember John Morada

Agenda Item 3.2

STAFF REPORT
CITY COUNCIL

DATE: **September 16, 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, Lacey Bockhaus, Digital Communications Technician with the City Manager's Office, and Christina Brekelmans, Recreation Coordinator with Parks and Community Services, will be introduced.

STAFF RECOMMENDATION:

Welcome the new City of Dublin staff members.

FINANCIAL IMPACT:

None.

DESCRIPTION:

New City of Dublin staff members, Lacey Bockhaus, Digital Communications Technician with the City Manager's Office, and Christina Brekelmans, Recreation Coordinator with Parks and Community Services, will be introduced.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.

Agenda Item 5.1

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: **September 16, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Approval of September 2, 2025 Regular City Council Meeting Minutes
Prepared by: Vanessa Rosales, CMC, Deputy City Clerk

EXECUTIVE SUMMARY:

The City Council will consider approving the minutes of the September 2, 2025 Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the September 2, 2025 Regular City Council Meeting.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City Council will consider approving the minutes of the September 2, 2025 Regular City Council Meeting.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) September 2, 2025 Regular City Council Meeting Minutes

MINUTES OF THE CITY COUNCIL OF THE CITY OF DUBLIN

Regular Meeting: September 2, 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, September 2, 2025**, in the Peter W. Snyder Council Chamber. The meeting was called to order at 7:00 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) Recognition of the Dublin Leprechauns

The City Council recognized the Dublin Leprechauns for their successful 2025 season and first round Pecos League playoff series win.

3.2) Preview of Splatter 2025

The City Council received a presentation previewing Splatter 2025, taking place at Emerald Glen Park on September 13, 2025.

3.3) Employee Introduction

New City of Dublin staff member, Jennifer Byous, Principal Planner with the Community Development Department was introduced.

4) PUBLIC COMMENT

Mike Grant provided public comment.

Jeanine Gillengerten provided public comment.

5) CONSENT CALENDAR

5.1) Approved the August 19, 2025, Regular City Council Meeting Minutes.

5.2) Adopted Resolution No. 75-25 titled, "Approving an Amendment to the Agreement Between the City of Dublin and the County of Alameda for Traffic Signal and Street Lighting Maintenance, and Real Estate Services."

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

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

6) PUBLIC HEARING – None.

7) UNFINISHED BUSINESS – None.

8) NEW BUSINESS

8.1) Ballot Designation Guidelines for Local Elections

The City Council received a presentation on the Ballot Designation Guidelines for Local Elections that incorporate all applicable federal, state and local laws, regulations, and standards.

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

On a motion by Mayor Hu, seconded by Councilmember McCorriston, and by unanimous vote, the City Council adopted Resolution No. 76-25 titled, "Approving Ballot Designation Guidelines for Local Elections," as amended to revise Category 4 in Exhibit A to reflect 'titles for government offices are limited to titles for elected offices.'

RESULT:	**ADOPTED [UNANIMOUS]**
MOVED BY:	Sherry Hu, Mayor

SECOND:	Michael McCorriston, Councilmember
AYES:	Hu, Josey, McCorriston, Qaadri, Morada

8.2) Report on Red Light Camera Program

The City Council received a report on red light camera program.

Mike Grant provided a public comment.

By consensus, the City Council directed Staff to have Dublin Police Services continue to monitor traffic in the city and to come back with new data after the 2028 Local Roadway Safety Plan (LRSP).

8.3) Temporary Non-Commercial Signs Enforcement

The City Council received a report on the City's regulation of political campaign signs and potential amendments to strengthen the enforcement of those regulations.

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

By consensus, the City Council directed Staff to implement the recommendation to adjust the sign display time limit, require a consent form for placement of signs on private property, and implement a sign retrieval fee, plus invoice for the fee regardless of whether the sign is collected.

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 9:57 PM.

_____
Mayor

ATTEST:

_____
City Clerk

DRAFT

Agenda Item 5.2

STAFF REPORT
CITY COUNCIL

DATE: **September 16, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Authorizing the Enforcement of the California Vehicle Code Within the Wallis Ranch Subdivision and Approving an Agreement for Traffic Enforcement Services
Prepared by: Miguel Campos, Captain Dublin Police Services

EXECUTIVE SUMMARY:

The City Council will consider entering into another agreement for Dublin Police Services to provide traffic enforcement within the Wallis Ranch subdivision.

STAFF RECOMMENDATION:

Adopt the **Resolution** Authorizing Enforcement of the California Vehicle Code to Privately Owned Roads Within the Wallis Ranch Subdivision and Approving an Agreement with the Wallis Ranch Homeowner's Association for the Provision of Traffic Enforcement Services.

FINANCIAL IMPACT:

All costs associated with the provision of traffic enforcement to the Wallis Ranch subdivision will be reimbursed by the Wallis Ranch Homeowner's Association, per the agreement.

DESCRIPTION:

California Vehicle Code Sections 21107.5 and 21107.7 allow for law enforcement officers to enforce speed limits on private roads if certain procedures are followed by the road owners and the enforcing agency and certain conditions are met.

On June 20, 2023, City Council adopted Resolution 77-23, to authorize enforcement of the California Vehicle Code to privately owned roads within the Wallis Ranch subdivision and approve an agreement with the Wallis Ranch Homeowner's Association for the provision of Traffic Enforcement Services. Wallis Ranch Homeowner's Association would like to continue these until July 31, 2027.

Consistent with the previous agreement, Dublin Police Services will provide two officers, each

for four hours per week, providing enforcement services specifically for the Wallis Ranch subdivision. The officers will be under the direction of the Dublin Police Services Captain.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Authorizing Enforcement of the California Vehicle Code to Privately Owned Roads Within the Wallis Ranch Subdivision and Approving an Agreement with the Wallis Ranch Homeowner's Association for the Provision of Traffic Enforcement Services
2) Exhibit A to the Resolution – Agreement Between the City of Dublin and Wallis Ranch Homeowner's Association Regarding Enhanced Police Services

RESOLUTION NO. XX – 25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AUTHORIZING ENFORCEMENT OF THE CALIFORNIA VEHICLE CODE TO PRIVATELY OWNED ROADS WITHIN THE WALLIS RANCH SUBDIVISION AND APPROVING AN AGREEMENT WITH THE WALLIS RANCH HOMEOWNER'S ASSOCIATION FOR THE PROVISION OF TRAFFIC ENFORCEMENT SERVICES

WHEREAS, California Vehicle Code Section 21107.7 allows a city to authorize that provisions of the California Vehicle Code be enforced on privately owned and maintained roads near or connected to public highways; and

WHEREAS, the roads within the subdivision known as Wallis Ranch are to be privately owned and maintained by the Wallis Ranch Homeowner's Association (the "Association"); and

WHEREAS, a public hearing was held and City Council approved Resolution 77-23 on June 20, 2023, to authorize enforcement of the California Vehicle Code to privately owned roads within the Wallis Ranch subdivision and approving an agreement with the Wallis Ranch Homeowner's Association for the provision of Traffic Enforcement Services; and

WHEREAS, Wallis Ranch Homeowner's Association wishes to continue authorizing enforcement of the California Vehicle Code on privately owned roads within the Wallis Ranch Subdivision; and

WHEREAS, the City has prepared an agreement for Dublin Police Services to provide traffic enforcement services to Wallis Ranch subdivision, whereby the City will be reimbursed for all costs associated with the provision of such services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby:

1) find and declare that the aforementioned privately owned and maintained roads are not generally held open for use of the public for purposes of vehicular travel but, by reason of their proximity to or connection with highways, the interests of any residents residing along the roads and the motoring public will best be served by application of the provisions of the California Vehicle Code to those roads; and

2) approve the agreement attached hereto as **Exhibit A** for the City, via Dublin Police Services, to provide traffic enforcement services to the Wallis Ranch subdivision.

BE IT FURTHER RESOLVED that the City Council approves delegation of the authority to the City Manager to approve future agreements that are not inconsistent with the attached agreement, other than increases in the rates.

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

PASSED, APPROVED AND ADOPTED this 16th day of September 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

AGREEMENT BETWEEN THE CITY OF DUBLIN AND WALLIS RANCH HOMEOWNER'S ASSOCIATION REGARDING ENHANCED POLICE SERVICES

This agreement is made and entered into between the City OF DUBLIN (the "City") and WALLIS RANCH HOMEOWNER'S ASSOCIATION (the "Association") (individually "Party" and collectively "Parties") as of August 1, 2025 (the "Effective Date") regarding enhanced police services ("Agreement").

RECITALS

WHEREAS, the Association wishes to receive enhanced police protection services from the City through the assignment of two (2) sworn Dublin Police Officers to patrol and enforce moving vehicle violations pursuant to the California Vehicle Code and Dublin Municipal Code on Association-owned streets; and

WHEREAS, in recognition of the expense to the City of permitting two (2) Officers to provide such enhanced police protection services, the Association will remit the cost for such services by paying the City the Officers' hourly rate as set forth herein, not to exceed four (4) hours per week per Officer. The Parties agree and acknowledge that these services are not provided for profit, and neither Party expects or anticipates that the City will realize any profit or direct financial benefit as a result of this Agreement; and

WHEREAS, the City will provide enhanced police protection services pursuant to the terms and conditions of this Agreement provided that such services do not:

(A) Impair or interfere with the City's ability to meet its other law enforcement responsibilities; and

(B) Result in any City loss of operational efficiency or readiness.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are true and correct and incorporated herein, and the promises, agreements, representations, and acknowledgments contained in this Agreement and all the Exhibits hereto, it is mutually agreed as follows:

1. Term of the Agreement

The term of Agreement shall commence on the Effective Date and conclude on July 31, 2027, unless the term of the Agreement is otherwise terminated as provided for in Section 6.

2. Scope of Services to be Provided by the City to the Association

2.1. The City, through Dublin Police Services, agrees to supply two (2) Dublin Police Officers for enhanced police services to patrol and enforce moving vehicle violations pursuant to the California Vehicle Code and Dublin Municipal Code on Association-owned streets as authorized by law for the benefit of the general public for no more than four (4) hours per week per Officer ("Resource Officer"). The Resource Officers shall perform the services provided for in **Exhibit A** attached hereto and incorporated by this reference.

2.2. The Association shall coordinate the services needed through the Captain of Dublin Police

Services. The City has the sole authority to determine which officers will be assigned as Resource Officers. The City makes no representation as to which Resource Officers will be assigned or that the Resource Officers will be the same during each week.

2.3. The Association agrees to provide to the City the necessary workspace and or other assistance that may be required for the performance of the services under this Agreement. The City shall provide, at its own cost and expense, any and all necessary equipment, education and training, to perform the services under this Agreement.

2.4. The City may, at its discretion, assign supervisory personnel to supervise Resource Officers with the Association agreeing to pay all costs associated with supervisory personnel.

2.5. Notwithstanding the City's obligation under this Section 2, the Parties acknowledge and agree that the City has the sole and absolute discretion to reassign the Resource Officers to other areas for reasonable periods of time as needed for law enforcement purposes. If this should occur, the Association will only be responsible for paying the City for the services actually provided to Association.

2.6. In performing its obligations under this Agreement, the City will retain discretion to issue citations using its administrative citation process, under applicable state law, or to make arrests. The City makes no guarantee that citations will be issued or that arrests will be made. The City shall be entitled to retain any revenue generated from the issuance of administrative citations.

3. Compensation

The Association shall compensate the City for the services of the Resource Officers and any assigned supervisory personnel as set forth in the Rate Schedule attached as **Exhibit B** and incorporated by this reference. Per the Alameda County Deputy Sheriff's Office Memorandum of Understanding all overtime work shall be compensated at the rate of one-and-one-half (1.5) times the hourly rate. The City shall invoice the Association for the services so rendered and the Association shall remit payment within thirty (30) days from the receipt of an invoice. As with all other City Officers, calculation of the Resource Officer's hours pursuant to this Agreement shall begin when the Resource Officer begins his/her shift and leaves the City Police Department and ends when the Officer concludes his/her shift by returning to the City Police Department.

4. Resource Officers Status as Alameda County Employees

4.1. The City contracts with the County of Alameda ("County") for enforcement by the Alameda County Sheriff's Office ("ACSO") of state laws and City ordinances in the City of Dublin. The Association agrees that at all times and for all purposes relevant to this Agreement, the ACSO shall remain the sole and exclusive employer of all Resource Officer(s) and in this regard:

a. The ACSO shall remain solely and exclusively responsible for the payment of any police officer wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including but not limited to, workers' disability compensation, unemployment compensation, Social Security Act protection and benefits, any employment taxes,

and/or other statutory or contractual right or benefit based, in any way, upon any officer's status as an employee of the ACSO. The City acknowledges that the Resources Officers and other City employees shall not be eligible to participate in, or receive any benefit from, any benefit plan or program available to Association employees. The Association shall not provide workers' compensation coverage for the Officers or for any other City employees or contractors and shall not withhold or pay with respect to any sums due under this Agreement any federal, state or local income taxes (domestic or foreign), FICA, Medicare, unemployment insurance, workers compensation insurance, or other taxes or assessments against amounts payable with respect to statutory employees. The ACSO shall have sole responsibility for the payment of all applicable taxes and withholdings with respect to compensation paid to ACSO employees. The City and ACSO, via their contractual relationship, retain sole and absolute discretion in the manner and means of carrying out the services, and the Association shall have no obligation to direct or control the Resource Officers or the delivery of services.

b. This Agreement does not, and is not intended to include any City warranty, promise, or guaranty, either express or implied, of any kind or nature whatsoever, in favor of the Association, any agent, or any person present on Association-owned streets that any enhanced police protection provided by City via its contractual arrangement with ACSO under the terms and conditions of this Agreement will result in any specific reduction in or prevention of any criminal activity, or any other performance-based outcome.

c. Under the terms of this Agreement, the Association agrees that no Officer shall be asked or required to perform any services directly for the Association or otherwise be available to perform any other work or assignments for the Association or be expected to perform any acts other than governmental law enforcement functions, crime prevention or police protection, and that no Officer shall be employed in any manner or capacity by the Association. The Association agrees that it shall not grant, give, allow, pay, reimburse, compensate, or otherwise provide any wage, fringe benefits, gifts, equipment, personal property, supplies, entitlement, consideration (monetary or otherwise), or any other thing of value, either directly or indirectly, to the Resource Officer(s). Any money paid directly to the City by the Association to reimburse the City for costs pursuant to this Agreement shall not be deemed consideration paid by the Association to the Resource Officer(s).

d. The Association and the City agree that this Agreement does not, and is not intended to, create, grant, modify, supplement, supersede, alter, or otherwise affect or control, in any manner or form: (a) any right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, in, upon or for any police officer and/or any officer's agents, representatives, unions, or the successors or assigns of any of them; (b) any applicable City employment and/or union contract; (c) any level or amount of police officer supervision, standard of performance, training or education; (d) any City or ACSO rule, regulation, hours of work, shift assignment, order, policy, procedure, directive, guideline, etc. which shall solely and exclusively, govern and control the employment relationship between the ACSO and all Officers.

e. Association agrees that neither Association nor any of its agents shall otherwise provide, furnish or assign any police officer with any job instructions, job descriptions, job specifications, or job duties, or in any manner attempt to control, supervise, train or direct any police officer in the performance of any City duty or obligation to provide enhanced police protection under the terms of this Agreement.

4.2. The Association agrees that this Agreement does not, and is not intended to, transfer, delegate, or assign to the City, its officers, agents or employees, any civil or legal responsibility, obligation, duty of care, or liability associated with the ownership, maintenance, or operation of the Association-owned streets.

5. No Joint Venturers, Employees, Agents, or Special Benefits Created

5.1. The Association and the City agree that neither the City nor any officer, agent or employee of the City, by virtue of this Agreement or otherwise, shall be considered or asserted to be an employee, contractor, subcontractor, partner, joint venturer, representative, or agent of the Association.

5.2. The Association agrees that it may not assign, delegate, contract, subcontract or otherwise transfer, promise, commit, or loan any enhanced police protection services or duties under this Agreement to any other person and/or public or private corporation, entity, or organization of any kind.

5.3. The Association agrees that this Agreement does not, and is not intended to, create, by implication or otherwise, any specific, direct, or indirect obligation, duty, promise, benefit, and/or special right to police protection services or governmental law enforcement protection in favor of the Association, any Association agent(s) and/or any other person, who, for any reason or for no reason, is on or near Association-owned streets. Further, the Association agrees that at all times, and for any and all purposes under this Agreement, the City and the Resource Officer(s) shall be present strictly and solely to perform such police protection services and governmental law enforcement functions authorized by law to and for the benefit of the general public.

6. Termination of Agreement

Either Party to this Agreement may terminate it upon thirty (30) days written notice to the other Party without incurring any penalty or liability to any party because of the termination or upon mutual consent. Upon termination, any amounts owed to the City by the Association, if any, shall be paid by the Association upon the submission of an invoice. If the City has in its possession any property of the Association, it shall be returned upon termination.

7. City Reservation of Rights/Association Waiver

7.1. The City reserves to itself any rights and obligations relating to the provision of any and all police and/or governmental law enforcement services, and this Agreement does not, and is not intended to diminish, delegate, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, capacity, immunity, or character of office of City, its agents, employees, or officers.

7.2. The Association acknowledges and agrees that, during the term of this Agreement, there may be circumstances beyond the City's control when the City, in its sole discretion, may be unable to

assign a Resource Officer(s) pursuant to this Agreement. The Association recognizes this possibility and hereby waives any claims that may arise in connection with, or as a result of, any alleged City failure to provide enhanced police services during the term of this Agreement.

For the purposes of this Agreement, the term "circumstances" shall include unanticipated absences due to illness, injury, personal emergency, and similar factors. The City agrees to assign Resource Officer(s) pursuant to this Agreement as soon as reasonably feasible.

8. Association Cooperation

The Association agrees that it shall be solely and exclusively responsible, during the term of this Agreement, for guaranteeing that all its agents: (a) follow all lawful orders of any Resource Officer performing any duties under this Agreement; (b) fully cooperate with all Resource Officer(s) in providing any enhanced police protection services pursuant to this Agreement; and (c) conform their activities to comply with the terms of this Agreement, including, but not limited to, the understanding concerning City's independent status.

9. Indemnity

The Association shall indemnify, defend with counsel acceptable to City, and hold harmless City, its officers, officials, employees, volunteers, agents and assigns (Indemnitees) from and against any and all damages (whether special, general or punitive), loss, liability, fines, penalties, forfeitures, claims, demands, actions, proceedings or suits (whether administrative or judicial), in law or in equity, of every kind and description, including, but not limited to, injury to and death of any person and damage to property, strict liability, product liability, or for contribution or indemnity claimed by third parties (collectively "Liability") arising or resulting from or in any way connected with: (i) the operation of Association, its agents, employees, contractors, and/or subcontractors, in performing or failing to perform this Agreement; (ii) the failure of Association, its agents, employees, contractors and/or subcontractors to comply in all respects with applicable laws, ordinances and regulations, and/or applicable permits and licenses, and/or (iii) Association's ownership, operation, maintenance, control and acts or commissions of and in the areas it administers. Association shall not be responsible for Liability caused by the sole negligence or willful misconduct of City.

9.1. It is the intent of the Parties that, where negligence is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate costs of any loss, damage, expense, and liability attributable to the Party's negligence.

9.2. The Association agrees that it shall promptly deliver to City written notice and copies of any claim(s), complaint(s), charges, or any other accusation or allegation of negligence or other wrongdoing, whether civil or criminal in nature, that the Association becomes aware of which involves in any way City or any police officer. The Association agrees to reasonably cooperate with the City in any investigation conducted by the City into any act(s), work or performance of any Resource Officer in connection with services provided under this Agreement.

9.3. The provisions of this Section 9 shall survive the expiration or earlier termination of this Agreement.

10. Miscellaneous Provisions

10.1. Notices. All notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Parties in accordance with this Section either by (i) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in U.S. mail; (ii) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (iii) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received at the following addresses:

City: City of Dublin Police Services
6361 Clark Avenue
Dublin, CA 94568
Attn: Captain Miguel Campos

Association: Wallis Ranch Owners Association
4159 Wallis Ranch Drive
Dublin, CA, 94568

10.2. Governing Law. This Agreement shall be construed in accordance with the laws of the State of California and venued in the County of Alameda without regard to principles of conflicts of law.

10.3. Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

10.4. Entire Agreement. This Agreement, together with **Exhibit A** and **Exhibit B** constitute the entire agreement of Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the Parties with respect thereto. This Agreement shall not be changed or supplemented orally and any amendment, modification, alteration or variation of the terms shall only be valid if such is in writing and signed, acknowledged, and approved by both Parties.

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

10.6. Waiver. Absent an express waiver, the failure of any Party to pursue any right granted under this Agreement shall not be deemed a waiver of that right regarding any existing or subsequent breach or default. No failure or delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of the other right, power, or privilege.

10.6. Successors. The Parties acknowledge that this Agreement shall be binding upon each of them and, to the extent permitted by law, upon their administrators, representatives, subsidiaries, executors, successors, assigns, and all person acting by, through, under, or in concert with any of them.

CITY OF DUBLIN

By: _____

Colleen Tribby
City Manager

Date: _____

WALLIS RANCH HOMEOWNER'S ASSOCIATION

By: 

Association Board President

Date: 08/20/2025

DUBLIN POLICE SERVICES

By: _____

Victor Fox
Chief

Date: _____

DocuSign Envelope ID: D2E8F27A-41BA-42EF-82CD-C4A52DD2E956

Exhibit A

Services to be provided by the City

The Role and Responsibility of the Resource Officers include, but are not limited to:

1. The Resource Officers shall patrol and enforce vehicle moving violations pursuant to the California Vehicle Code and Dublin Municipal Code on Association-owned streets as authorized by law for the benefit of the general public for no more than four (4) hours per week per Officer, in conjunction with the needs of Dublin Police Services.

2. The City will provide the Association statistics regarding the number of citations issued during the Resource Officers shifts and the hours patrolled pursuant to this Agreement. Additional information or statistics may be provided to the upon mutual agreement of the Parties. Such statistics shall be provided at the same time as the invoice for services and shall cover the same time period as the invoice for services.

3. The Resource Officer positions will be administered by the Dublin Police Services Captain. The Resource Officers will be supervised by the 'On-Duty' Watch Sergeant, who will report to the Captain and the Chief of Dublin Police Services.

DocuSign Envelope ID: D2E8F27A-41BA-42EF-82CD-C4A52DD2E956

Exhibit B

Rate Schedule

The following rate schedule is the hourly compensation amount for a Resource Officer, as well as a Sheriff's Technician and Supervisor if deemed necessary. Annual rates are included in the City's Master Fee Schedule adopted by the City Council before the start of the new fiscal year. Should the hourly rate increase due to negotiated raises, an amendment in writing will be presented to the Association for approval.

Dublin Police Services Hourly Rates for FY 2025-26:

Sheriff's Technician: $121
Resource Officer: $217
Supervisor: $260

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: **September 16, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Fourth Amendment to the Land Lease with U.S. Bank National Association
Prepared by: Jordan Foss, Senior Management Analyst

EXECUTIVE SUMMARY:

The City Council will consider a Fourth Amendment to the Land Lease between the City of Dublin and U.S. Bank National Association.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Fourth Amendment to the Land Lease Between the City of Dublin and U.S. Bank National Association.

FINANCIAL IMPACT:

The Lease Amendment will provide the City with rental income for the lease term in the amount of $119,040 for the first year, with subsequent annual adjustments of 1% on November 1 of each year. Staff recommends that all future lease revenue be deposited in a General Fund assigned reserve to fund any future desired building improvements.

DESCRIPTION:

In May 2007, the City acquired fee title to the real property formerly known as the Dublin Square Shopping Center located at 11759 Dublin Boulevard (APN 941-1560-007-01) from Berkeley Land Company through a Purchase and Sale Agreement. The City acquired the property for the development of Dublin Heritage Park and Museums.

By acquiring the property, the City then became the landlord for U.S. Bank's Land Lease dated April 14, 1967, and Lease Amendment dated May 9, 1990. Since then, the City has executed two further amendments to extend the term and update the rental rate on December 18, 2007, and July 22, 2019. The current lease amendment is set to expire on October 31, 2027.

At this time, the City and U.S. Bank National Association (as tenant) desire to amend the lease to extend the term by five years and adjust the rent to include an annual escalator.

Furthermore, Staff recommends that all lease revenue continue to be deposited in a General Fund assigned reserve to fund building improvements when the City assumes the building.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving the Fourth Amendment to the Land Lease Between the City of Dublin and U.S. Bank National Association
2) Exhibit A to the Resolution - Fourth Amendment to the Land Lease Between the City of Dublin and U.S. Bank National Association

RESOLUTION NO. XX – 25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE FOURTH AMENDMENT TO THE LAND LEASE BETWEEN THE CITY OF DUBLIN AND U.S. BANK NATIONAL ASSOCIATION

WHEREAS, in May 2007 the City acquired the property formerly known as the Dublin Square Shopping Center, located at 11759 Dublin Boulevard (APN 941-1560-007-01) for the development of Dublin Heritage Park and Museums; and

WHEREAS, by acquiring the property, the City became the landlord of U.S. Bank National Association's Land Lease dated April 14, 1967, which was subsequently amended on May 9, 1990, December 18, 2007, and July 19, 2022; and

WHEREAS, the term of the current lease amendment is set to expire on October 31, 2027 and the City and U.S. Bank National Association desire to amend the original Land Lease to extend the lease term by five years and adjust the rent to include an annual 1% escalator; and

WHEREAS, the City and U.S. Bank National Association have negotiated a Fourth Amendment to the Land Lease, attached hereto as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the Fourth Amendment to the Land Lease between the City of Dublin and U.S. Bank National Association.

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

PASSED, APPROVED AND ADOPTED this 16th day of September 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

FOURTH AMENDMENT TO LAND LEASE

THIS FOURTH AMENDMENT TO LAND LEASE (this "Amendment") is made effective as of _____ (the "Effective Date"), by and between the **City of Dublin**, a California Municipal Government ("Lessor"), and **U.S. Bank National Association**, a national banking association ("Lessee").

RECITALS

A. Berkeley Land Company ("Original Lessor") and First National Bank of Pleasanton ("Original Lessee") entered into that certain Land Lease dated as of April 14, 1967 (the "Original Land Lease"), under which Original Lessor leased to Original Lessee, the real property located at the address commonly known as 11805 Dublin Boulevard, Dublin, California (APN 941-1560-007-01) and legally described in the Original Lease (the "Premises"). The Original Land Lease was subsequently extended by letter dated December 5, 1986.

B. Original Lessor and Community First National Bank, as successor-in-interest to Original Lessee, entered into that certain Lease Amendment dated as of May 9, 1990 (the "First Amendment").

C. Lessor succeeded to the interest of Original Lessor pursuant to that certain Assignment and Assumption of Leases dated May 9, 2007, under which Lessor acquired all of Original Lessor's right, title and interest in, to and under the Original Lease, as amended.

D. Lessor and Lessee subsequently entered into that certain Second Amendment to Land Lease dated as of December 18, 2007 (the "Second Amendment").

E. Lessor and Lessee subsequently entered into the Third Amendment to Land Lease dated as of July 19, 2022 (the "Third Amendment").

F. The Original Lease, the First Amendment, Second Amendment, and Third Amendment shall hereinafter be collectively referred to as the "Lease".

G. The term of the Lease is set to expire on October 31, 2027, and Lessor and Lessee desire to amend the Lease to alter certain provisions thereof upon the terms and conditions set forth below.

NOW, THEREFORE, for valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows.

1. **Term.** The term of this Lease shall be extended for an additional period of five (5) years commencing on November 1, 2027 and expiring on October 31, 2032 (the "Extended Term"). Lessee is to provide Lessor with at least twenty-four (24) months written notice inquiring about any future term extension. The Lessor will be required to respond in writing within sixty (60) days of receiving the written notice from the Lessee with either: (i) Lessor's rejection of any further extension of the Term, or (ii) the terms on which Lessor will agree to extend the Term of the Lease. If Lessee accepts such terms, within 60 days following such written notification of Lessee's acceptance, the parties shall memorialize such extension of the Lease in a written amendment to the Lease.

2. **Rent.** Commencing on November 1, 2027, Lessee shall pay to Lessor annual rent in the amount of One Hundred Nineteen Thousand Forty and 00/100 Dollars ($119,040.00) in advance in equal monthly installments of Nine Thousand Nine Hundred Twenty and 00/100 Dollars ($9,920.00). Beginning on November 1, 2028, and on each subsequent anniversary of this date, the annual rent shall increase by one percent (1%) of the previous year's annual rent.

3. **Directional Signage.** U.S. Bank shall have the right, at its sole cost and expense, to install directional signage on the Premises for purposes of directing the flow of traffic to, from and within the Premises.

4. **Surrender.** The parties deem Lessee to be the owner of the approximately 3,100 square foot building and improvements located on the Premises (the "Improvements") so long as the Lease remains in effect. Upon expiration of this Lease, Lessee shall surrender the Premises to Lessor and leave any Improvements in their as-is, where-is condition. Lessee, at its sole cost and expense, shall remove Lessee's signs, including directional signage, furniture, equipment (other than building service equipment, such as HVAC equipment), appliances, trade fixtures, personal property and inventory at the expiration of the Lease Term. The Improvements and the appurtenances thereto remaining upon the Premises after surrender thereof shall automatically become the property of the Lessor from and after the expiration of the Lease term. Upon the expiration of this Lease, or the sooner termination thereof, upon Lessor's written request, Lessee agrees to execute, acknowledge, and deliver to Lessor a proper instrument in writing drafted by Lessor, at its sole expense, releasing, and quitclaiming to Lessor all right, title, and interest of Lessee in and to the Premises and all improvements thereon. Notwithstanding anything herein to the contrary, Lessor must provide Lessee with written notice of any claim or demand relating to this Section or the surrender condition of the Premises on or before the thirtieth (30th) day after the earlier of the day on which (i) Lessee surrenders the Premises to Lessor, or (ii) the Lease term expires or the Lease otherwise terminates. If Lessor fails to provide such notice, Lessor shall be deemed to have waived all claims against Lessee for any damages that arise out of or money owed as a result of Lessee's surrender of the Premises. Nothing by way of this section is intended to relieve Lessee of its obligation to surrender the Premises at the expiration of the Lease Term. This Section 4, is intended to, and expressly does, replace and supersede Section 10, Option to Purchase Building of the Original Land Lease.

5. **Operating.** Notwithstanding anything to the contrary contained in the Lease, Lessee shall not be required to operate at the Premises and shall not be subject to any operating restrictions within any distance or geographic area surrounding the Premises.

6. **Self-Insurance.** Notwithstanding anything to the contrary contained in the Lease, Lessee shall have the right to self-insure, in whole or in part, for any insurance requirement contained in the Lease.

7. **Confidentiality.** Lessor acknowledges that Lessee is a federally regulated financial institution that must comply with the safeguards for customer information contained in the Gramm-Leach-Bliley Act and regulations promulgated pursuant to the Gramm-Leach-Bliley Act. Lessee agrees to take reasonable measures to protect its confidential and proprietary information, including but not limited to Lessee's customer, commercial or technical information (collectively, "Confidential Information").

In certain situations contemplated under this Lease, Lessor may have access to the Premises and, therefore, to Lessee's Confidential Information. Lessor hereby agrees that it shall not reproduce or disclose any of Lessee's Confidential Information to any third party nor may it remove any such Confidential Information from the Premises. Notwithstanding anything to the contrary in this Lease, upon expiration of this Lease, if any Confidential Information remains on the Premises, Lessor shall either return the same to Lessee or destroy it. If Lessor or any of its representatives or agents breaches the covenants set forth in this paragraph, irreparable injury may result to Lessee or such third parties entrusting Confidential Information to Lessee. Therefore, Lessee's remedies at law may be inadequate and Lessee shall be entitled to seek an injunction to restrain any continuing breach. If Lessor or any of its agents knows or reasonably believes that any Confidential Information in Lessor's control has been stolen, disclosed, lost, or is unaccounted for (collectively, a "Disclosure"), Lessor must immediately notify Lessee and take commercially reasonable measures to assist Lessee in determining the extent of the Disclosure.

8. **Authority.** Lessor and Lessee represent and warrant that each has all the necessary approvals and authority to enter into this Lease and shall indemnify and hold each other harmless for any breach of this representation and warranty.

9. **No Existing Defaults.** Lessor and Lessee represent and warrant that there are currently no defaults by either party under the Lease.

10. **Notices.** Any notices to Lessor and/or Lessee under this Lease must be in writing and must be hand-delivered, sent by prepaid certified mail or by reputable overnight courier addressed to the following, all other notice requests shall remain as stated herein:

    Lessee: U.S. Bank National Association
    Attn: Corporate Real Estate
    800 Nicollet Mall, BC-MN-H15F
    Minneapolis, Minnesota 55402

    With a copy to: U.S. Bank National Association
    800 Nicollet Mall, BC-MN-H21R
    Minneapolis, Minnesota 55402
    Attn: Corporate Real Estate Counsel

    Lessor: City of Dublin
    100 Civic Plaza
    Dublin, California 94568
    Attn: Colleen Tribby, City Manager

    With a copy to: Redwood Public Law, LLP
    409 13th Street, Suite 600
    Oakland, California 94612
    Attn: John D. Bakker, City Attorney

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

agreement. Counterparts delivered and/or signatures executed by City-approved electronic or digital means shall have the same force and effect as the use of a manual signature. Either Party may revoke its agreement to use electronic signatures at any time by giving notice to the other Party.

12. **Ratification.** All of the terms of the Lease, as amended hereby, are hereby ratified and confirmed.

13. **Defined Terms.** Unless otherwise stated, all capitalized words in this Amendment that are not normally capitalized shall have the meaning ascribed in the Lease.
14. **Entire Agreement**. This Amendment, together with the Original Land Lease contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements between the Parties with respect thereto.

[Space Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, LESSOR AND LESSEE have executed this Amendment on the date first above written.

LESSOR:

CITY OF DUBLIN,

A California Municipal Government

By: Colleen Tribby

Its: City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

LESSEE:

U.S. BANK NATIONAL ASSOCIATION,

a national banking association

Digitally signed by Brian Collins
Date: 2025.08.19 12:53:49 -04'00'

By: _____

Its: _____

Agenda Item 5.4

STAFF REPORT
CITY COUNCIL

DATE: **September 16, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Payment Issuance Report and Electronic Funds Transfer
Prepared by: Gloria Tai, Senior Finance Technician

EXECUTIVE SUMMARY:

The City Council will receive a listing of payments issued from August 1, 2025 – August 31, 2025, totaling $24,541,574.76.

STAFF RECOMMENDATION:

Receive the report.

FINANCIAL IMPACT:

Summary of Payments Issued

Report Period:	August 1, 2025 – August 31, 2025
Total Number of Payments:	371
Total Amount of Payments:	$24,541,574.76

DESCRIPTION:

The Payment Issuance Report (Attachment 1) provides a listing of all payments for the period beginning August 1, 2025, through August 31, 2025. This report is provided in accordance with the City Payments Policy adopted November 15, 2011 by Resolution No.189-11. The listing of payments has been reviewed in accordance with the policies for processing payments and expenditures.

The City's practice of reporting payments to the City Council after the payments have been made is in compliance with California Government Code Sections 37208 (b) and (c), which allow for an agency to make payments without first being audited by the legislative body, as long as such payments are: 1) conforming to a budget approved by ordinance or resolution of the legislative body; and 2) presented to the legislative body for ratification and approval in the form of an audited comprehensive annual financial report.

STRATEGIC PLAN INITIATIVE:

None

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Payment Issuance Report for August 2025

Date Issued	Payee	Description	Amount
8/1/2025	EMPLOYMENT DEVELOPMENT DEPT	CA STATE WITHHOLDING: PE 7/25/25	25,308.77
8/1/2025	HEALTHEQUITY, INC.	HEALTHEQUITY: PE 7/25/2025	4,009.14
8/1/2025	I C M A 401 PLAN	DEFERRED COMP 401: PE 7/25/2025	1,480.09
8/1/2025	I C M A 457 PLAN	DEFERRED COMP 457: PE 7/25/25	34,006.13
8/1/2025	US BANK - PARS	PARS: PE 7/25/2025	10,728.55
		Payments Issued 8/1/2025 Total:	**75,532.68**
8/6/2025	4LEAF INC.	DEVELOPMENT AND PERMITS PLAN REVIEW JUN 2025	3,952.50
8/6/2025	4LEAF INC.	DEVELOPMENT AND PERMITS PLAN REVIEW MAY 2025	340.00
8/6/2025	A4 PROMOTIONS & INCENTIVES	PRINTING SERVICES - PCS SUMMER CONCERTS SIGNAGE	679.00
8/6/2025	ABDALIAN PIANO SERVICE	PIANO TUNING SERVICES - SHANNON COMMUNITY CENTER	240.00
8/6/2025	ACTIVE NETWORKS, LLC	ACTIVENET ANNUAL SUBSCRIPTION 7/01/25 - 6/30/26	58,476.60
8/6/2025	ADITYA T. BABU CLUB V.I.P. VOLLEYBALL	REC CLASS INSTRUCTOR	2,236.80
8/6/2025	AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	8,330.00
8/6/2025	ALAMEDA CO SHERIFF'S OFFICE	DPS BUSINESS CARDS	33.12
8/6/2025	ALAMEDA CO SHERIFF'S OFFICE	EVIDENCE - ENVELOPES	77.45
8/6/2025	ALAMEDA CO SHERIFF'S OFFICE	CPU - EXPLORER ACADEMY GRAD PAMPHLETS	60.68
8/6/2025	ALAMEDA CO SURPLUS PROP AUTHOR	BART GARAGE FEES COLLECTED	122,540.72
8/6/2025	ALAMEDA COUNTY ENVIRONMENTAL HEALTH	ALCO HEALTH PERMIT FIRE STATION #16 AUG 2025	852.00
8/6/2025	ALAMEDA COUNTY ENVIRONMENTAL HEALTH	ALCO HEALTH PERMIT HMBP WAVE AUG 2025	852.00
8/6/2025	ALAMEDA COUNTY FIRE DEPARTMENT	FIRE SERVICES FY25-26 AUG 2025	1,578,858.83
8/6/2025	ALAMEDA COUNTY FIRE DEPARTMENT	FIRE SERVICES FY24-25 JUN 2025	1,302,754.00
8/6/2025	ALAMEDA COUNTY FLOOD CONTROL	LIVING ARROYOS PROGRAM JAN-JUN 2025	7,188.37
8/6/2025	ALAMEDA COUNTY FLOOD CONTROL	PERMITS & TRACTS Q4 FY24/25	229,318.65
8/6/2025	ALL CITY MANAGEMENT SVCS INC	CROSSING GUARD SERVICES - SUMMER SCHOOL JUL 2025	893.40
8/6/2025	AMARANTH MURKI	DEVELOPER DEPOSIT (DV0347) BALANCE REFUND	4,615.80
8/6/2025	AMERICAN REALTY ADVISORS	DEVELOPER DEPOSIT (DV0097) BALANCE REFUND	1,321.74
8/6/2025	ANDREW CANNIZZARO	PCS CLASS WITHDRAWN REFUND	108.00
8/6/2025	APEX GRADING	SCHAEFER RANCH GHAD - MAINTENANCE SERVICES	17,000.00
8/6/2025	AT&T	CVC AT&T IPFLEX VOIP LINE 07/7-8/6/25	35.00
8/6/2025	AT&T - CALNET 3	SERVICE TO WAVE 07/12/2025	121.65
8/6/2025	AT&T - CALNET 3	SERVICE TO 800 07/12/2025	0.01
8/6/2025	AT&T - CALNET 3	SERVICE TO SHANNON 07/12/2025	271.76
8/6/2025	AT&T - CALNET 3	SERVICE TO SR ALARM 07/12/2025	215.76
8/6/2025	AT&T - CALNET 3	SERVICE TO LIBRARY 911 07/14/2025	31.58
8/6/2025	AT&T - CALNET 3	SERVICE TO CY 07/14/2025	61.61
8/6/2025	AT&T - CALNET 3	SERVICE TO CY FAX 07/14/2025	31.58
8/6/2025	AT&T - CALNET 3	SERVICE TO PSC FIRE ALARM 07/14/2025	61.61
8/6/2025	AT&T - CALNET 3	SERVICE TO FSP FAX 07/14/2025	61.61
8/6/2025	AT&T - CALNET 3	SERVICE TO FS18 07/14/2025	91.63
8/6/2025	AT&T - CALNET 3	SERVICE TO CY 7/14/2025	236.58
8/6/2025	AT&T - CALNET 3	SERVICE TO ELEVATOR 07/14/2025	91.63
8/6/2025	AT&T - CALNET 3	SERVICE TO HERITAGE CTR BK UP 07/06/2025	66.67
8/6/2025	AT&T - CALNET 3	HERITAGE 9391018979 07/14/2025	31.58
8/6/2025	AT&T - CALNET 3	SHANNON CENTER ALARM 93910633 07/12/2025	31.58
8/6/2025	AT&T - CALNET 3	SERVICE TO PSC 07/01/2025	121.65
8/6/2025	AT&T MOBILITY/ERICSSON,LLC	DEVELOPER DEPOSIT (DV0088) BALANCE REFUND	790.50
8/6/2025	AXIS COMMUNITY HEALTH	HUMAN SRVS ENROLLMENT SPECIALIST GRANT JAN-JUN 2025	3,364.77
8/6/2025	BAY AREA NEWS GROUP EAST BAY	LEGAL NOTICES - JUL 2025	277.44
8/6/2025	BEST LOCKERS, LLC	LOCKER SERVICE AND SOFTWARE FEE	6,780.06
8/6/2025	BIG O'TIRES #7	POLICE VEHICLE MAINTENANCE & REPAIRS	1,876.64
8/6/2025	BKF ENGINEERS	TASSAJARA ROAD GAP CLOSURE PROJECT JUN 2025	13,455.59
8/6/2025	BKF ENGINEERS	TASSAJARA ROAD GAP CLOSURE PROJECT MAY 2025	552,596.20
8/6/2025	BKF ENGINEERS	TASSAJARA ROAD GAP CLOSURE PROJECT APR 2025	3,770.00
8/6/2025	BPXPRESS	IRRIGATION SYST UPGRADE PRODJ - PLAN ROOM MGMT BID PERIOD	429.25
8/6/2025	BRIDGE WIRELESS	WAVE WATERPARK HANDHELD RADIOS	4,712.67
8/6/2025	BROOKFIELD BAY AREA HOLDINGS	DEVELOPER DEPOSIT (DV0239) BALANCE REFUND	746.24
8/6/2025	BROOKFIELD BAY AREA HOLDINGS	DEVELOPER DEPOSIT (DV0241) BALANCE REFUND	662.59
8/6/2025	BSK ASSOCIATES INC.	JORDAN RNCH SQ GEOTECH SRVS DURING DESIGN JUN 2025	2,176.50
8/6/2025	BSK ASSOCIATES INC.	WALLIS RANCH GEOTECH SRVS FOR SOIL CLASSIFICATION JUN 2025	1,625.25
8/6/2025	CALIFORNIA BUILDING STANDARDS COMMISSION	JAN-MAR 2025 GREEN FEES	4,206.60
8/6/2025	CALIFORNIA BUILDING STANDARDS COMMISSION	APR-JUN 2025 GREEN FEES	2,686.50
8/6/2025	CALIFORNIA SPIRIT ELITE, INC.	REC CLASS INSTRUCTOR	2,520.00
8/6/2025	CALLANDER ASSOCIATES INC.	MAPE PARK PATHWAY RELO DESIGN SUPPORT JUN 2025	545.66
8/6/2025	CALLANDER ASSOCIATES INC.	WALLIS RANCH COMM. PARK CONSTRUCTION ADMIN SERVICES JUN 2025	3,234.97
8/6/2025	CASCADIA CONSULTING GROUP, INC	SB 1383 IMPLEMENTATION ASSISTANCE JUN 2025	816.25
8/6/2025	CDW GOVERNMENT INC	PWK - CDW CORP YARD ADDITIONAL AV EQUIPMENT	631.78
8/6/2025	CDW GOVERNMENT INC	CISCO CATALYST 9200CX NETWORK SWITCH - FALLON PARK BOOTH	1,375.04
8/6/2025	CHRISP COMPANY	ON-CALL STRIPING AND MARKING APR 2025	6,751.93
8/6/2025	CHRISTINE PETIT	REC CLASS INSTRUCTOR	3,636.00
8/6/2025	CINTAS CORPORATION NO.2	DPS FIRST AID RESTOCK - JUL 2025	161.42
8/6/2025	CITY OF PLEASANTON	FREEWAY INTERCHANGE DEBT PYMT APR - JUN 2025	24,086.36
8/6/2025	CITYSERVE OF THE TRI-VALLEY	HUMAN SRVS HOMELESS PREVENTION JAN-JUN 2025	11,500.00
8/6/2025	CITYSERVE OF THE TRI-VALLEY	HUMAN SRVS SENIOR STABILIZATION PROG JAN-JUN 2025	7,920.70
8/6/2025	CLEARGOV INC.	CLEARGOV CAPITAL BUDGETING & RENEWAL	19,000.00
8/6/2025	COMCAST	COMCAST TV - AV TV30 ROOM 7/18-8/17/25	119.98
8/6/2025	CONSOLIDATED ENGINEERING	DCAC SPECIAL INSPECTION & TESTING JUN 2025	1,285.24
8/6/2025	CONSOLIDATED ENGINEERING	2025 ANNUAL STREET RESURFACING JUN 2025	5,508.16
8/6/2025	CONSOR NORTH AMERICA, INC.	KOOPMAN CANYON CREEK CHANNEL & BANK REPAIR CM JAN 2025	11,125.75
8/6/2025	CONSOR NORTH AMERICA, INC.	BRIDGE INSPECTION MAY 2025	1,146.00
8/6/2025	CONSOR NORTH AMERICA, INC.	BRIDGE INSPECTION JUN 2025	9,857.25
8/6/2025	CONSOR NORTH AMERICA, INC.	DEVELOPMENT MAP REVIEW JUN 2025	764.00

8/6/2025	CONTRA COSTA CO.-PUBLIC WORKS	DESIGN ENVIRO SVCS-TASSAJARA RD REALIGNMENT APR-JUN 2025	4,667.09
8/6/2025	COULSON & ASSOCIATES	JORDAN RANCH NEIGHBORHOOD SQUARE JAN 2025	332.50
8/6/2025	COULSON & ASSOCIATES	JORDAN RANCH NEIGHBORHOOD SQUARE FEB 2025	285.00
8/6/2025	CSW/STUBER-STROEH ENGINEERING GROUP, INC.	VILLAGE PARKWAY RECONSTRUCTION-DESIGN SVCS MAY 2025	47,972.73
8/6/2025	CSW/STUBER-STROEH ENGINEERING GROUP, INC.	VILLAGE PARKWAY RECONSTRUCTION-DESIGN SVCS JUN 2025	24,019.14
8/6/2025	CSW/STUBER-STROEH ENGINEERING GROUP, INC.	STORMWATER BUSINESS INSPECTIONS APR 2025	9,351.50
8/6/2025	CSW/STUBER-STROEH ENGINEERING GROUP, INC.	STORMWATER BUSINESS INSPECTIONS MAY 2025	17,996.50
8/6/2025	CSW/STUBER-STROEH ENGINEERING GROUP, INC.	STORMWATER BUSINESS INSPECTIONS JUN 2025	10,646.50
8/6/2025	DAVID L. GATES & ASSOCIATES, INC.	IRRIGATION UPGRADES MAY 2025	2,330.00
8/6/2025	DAVID L. GATES & ASSOCIATES, INC.	IRRIGATION UPGRADES JUN 2025	60.00
8/6/2025	DC ELECTRIC GROUP INC.	HYDROGEN FUEL CELL MAINT.-TRAFFIC SIGNAL BACKUP MAY 2025	2,237.42
8/6/2025	DEPARTMENT OF JUSTICE ACCTNG OFFICE-CASHIERING UNI	LIVESCAN FEES - JUNE 2025	371.00
8/6/2025	DEPT OF CONSERVATION DIV OF ADMIN SVCS AC	JAN-MAR 2025 SMIP FEES	19,947.15
8/6/2025	DEPT OF CONSERVATION DIV OF ADMIN SVCS AC	APR-JUN 2025 SMIP FEES	9,149.20
8/6/2025	DIV OF THE STATE ARCHITECT	JAN-MAR 2025 CASP FEE	128.00
8/6/2025	DIV OF THE STATE ARCHITECT	APR-JUN 2025 CASP FEE	109.20
8/6/2025	DOROTHY DEMONTEVERDE	REC CLASS INSTRUCTOR	495.00
8/6/2025	DREAM RIDE ELEVATOR	ELEVATOR MAINTENANCE JUL 2025	564.00
8/6/2025	DSRSD	DEVELOPER DEPOSIT (DV0278) BALANCE REFUND	4,841.50
8/6/2025	DSRSD	DEVELOPER DEPOSIT (DV0330) BALANCE REFUND	589.77
8/6/2025	EAST BAY POOL SERVICE, INC.	POOL MAINTENANCE	19,020.97
8/6/2025	EASTERSEALS NORTHERN CA	HUMAN SRVS KALEIDOSCOPE COMM ADULT PROG JAN-JUN 25	7,000.00
8/6/2025	ELLIOT CONSTRUCTION	DEVELOPER DEPOSIT (DV0390) BALANCE REFUND	2,014.06
8/6/2025	ENGEO INC	FALLONCROSSING-GHAD CONSULTING STAFF SVCS JUN 2025	4,275.33
8/6/2025	ENGEO INC	FALLON VILLAGE-GHAD CONSULTING STAFF SVCS JUN 2025	10,801.83
8/6/2025	ENGEO INC	SCHAEFER RANCH-GHAD CONSULTING STAFF SVCS JUN 2025	9,711.34
8/6/2025	ENTERPRISE RENT A CAR EAN SERVICES, LLC	RENTAL CARS FOR DPS SIU	2,389.15
8/6/2025	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE & REPAIRS	1,984.28
8/6/2025	EVERYTHING GROWS INTERIOR LANDSCAPING	INTERIOR PLANT CARE & MAINT. - JUL 2025	250.36
8/6/2025	EVERYTHING GROWS INTERIOR LANDSCAPING	INTERIOR PLANT CARE & MAINT. - AUG 2025	250.36
8/6/2025	FAST TIMES	SUMMER CONCERT SERIES BAND	2,500.00
8/6/2025	FRANCHISE TAX BOARD	EMPLOYEE INCOME TAX EARNINGS WITHHOLDING	965.11
8/6/2025	GFT INFRASTRUCTURE, INC.	CM/PM SERVICES FOR WALLIS RANCH PARK JUN 2025	11,705.60
8/6/2025	GFT INFRASTRUCTURE, INC.	2025 SLURRY SEAL CM & INSP SERVICES JUN 2025	41,583.32
8/6/2025	GFT INFRASTRUCTURE, INC.	IRON HORSE NATURE PARK & OPEN SPACE PHASE 1 MAY 2025	36,091.51
8/6/2025	GFT INFRASTRUCTURE, INC.	IRON HORSE NATURE PARK & OPEN SPACE PHASE 1 JUN 2025	42,660.66
8/6/2025	GFT INFRASTRUCTURE, INC.	2025 SLURRY SEAL CM & INSP SERVICES JUN 2025	38,807.58
8/6/2025	GOLDEN STATE FLEET SVCS INC	DPS - TOWING SERVICES	125.00
8/6/2025	GOODNESS VILLAGE	HUMAN SRVS 2024-25 GOODNESS VILLAGE JAN-MAR 2025	6,250.00
8/6/2025	GOODNESS VILLAGE	HUMAN SRVS 2024-25 GOODNESS VILLAGE APR-JUN 2025	6,250.00
8/6/2025	GROUP 4 ARCHITECTURE, RESEARCH + PLANNING, INC.	DCAC DESIGN & CONSTRUCTION ADMIN SERVICES JUN 2025	44,385.61
8/6/2025	GUIDA	ALAMO CREEK FENCE REPLACEMENT MAY 2025	12,235.00
8/6/2025	GURUS EDUCATION EAST BAY	REC CLASS INSTRUCTOR	3,087.00
8/6/2025	HARRELL HARRIS PHOTOGRAPHY	PHOTOGRAPHY SERVICES - WALLIS RANCH PRE-OPENING	600.00
8/6/2025	HDL COREN & CONE	PROPERTY TAX CONSULTING SVCS JUL - SEP 2025	2,127.84
8/6/2025	HF&H CONSULTANTS, LLC	SOLID WASTE FRANCHISE SUPPORT JUN 2025	6,415.00
8/6/2025	HINDERLITER, DE LLAMAS & ASSOC	CODE REVISION BRIEF FOR THE CITY COUNCIL	5,880.00
8/6/2025	HIVELY	HUMAN SRVS 2024-25 ARPA–HIVELY FAM RSC CTR JAN-JUN 2025	7,158.34
8/6/2025	IRENE HSI	PCS CLASS WITHDRAWN REFUND	315.00
8/6/2025	ISH AMITOJ KAUR	REC CLASS INSTRUCTOR	1,575.00
8/6/2025	JAM SERVICES INC	BATTERY BACK UP AND PEDESTRIAN PUSH BUTTON SPARES	35,092.58
8/6/2025	JAY S. SIEGAN	SUMMER CONCERTS ENTERTAINMENT	5,000.00
8/6/2025	JENNY CHAN	STAGER GYM SECURITY DEPOSIT REFUND	500.00
8/6/2025	JONH LE	DEVELOPER DEPOSIT (DV0380) BALANCE REFUND	3,207.80
8/6/2025	JOSEPH THOMAS WASHINGTON II	PCS COMMISSION 7/21/25	50.00
8/6/2025	JOY LIU	PHOTOGRAPHY SERVICES - JULY 4TH	320.00
8/6/2025	JOY LIU	PHOTOGRAPHY SERVICES - PICNIC FLIX	310.00
8/6/2025	JOY LIU	PHOTOGRAPHY SERVICES - WEEKEND WONDERS	310.00
8/6/2025	JPA LANDSCAPE & CONSTRUCTION, INC.	BUSINESS LICENSE (BL-114967) ACCOUNT CREDIT REFUND	77.00
8/6/2025	JUNGLE JAMES ANIMAL ADVENTURES	REPTILE SHOW FOR FAMILY CAMPOUT	550.00
8/6/2025	KATHLEEN F RUSHING	MUSIC FOR FAMILY CAMPOUT	400.00
8/6/2025	LAW OFFICE OF MICHAEL KAY	DEVELOPER DEPOSIT (DV0286) BALANCE REFUND	1,557.25
8/6/2025	LEGAL ASSISTANCE FOR SENIORS	HUMAN SRVS LEGAL ASSIST SENIORS APR-JUN 2025	7,011.09
8/6/2025	LEGAL ASSISTANCE FOR SENIORS	HUMAN SRVS LEGAL ASSIST SENIORS JAN-MAR 2025	286.79
8/6/2025	LEHR AUTO	EMERGENCY EQUIPMENT FOR D12, D04, D02	25,424.92
8/6/2025	LENNAR HOMES	DEVELOPER DEPOSIT (DV0188) BALANCE REFUND	5,803.22
8/6/2025	LENNAR HOMES	DEVELOPER DEPOSIT (DV0190) BALANCE REFUND	16,334.71
8/6/2025	LENNAR HOMES	DEVELOPER DEPOSIT (DV0341) BALANCE REFUND	3,814.64
8/6/2025	LENNAR HOMES	DEVELOPER DEPOSIT (DV0342) BALANCE REFUND	1,325.75
8/6/2025	LIONS CENTER FOR THE VISUALLY IMPAIRED	HUMAN SRVS - DUBLIN SENIORS VISION HEALTH JUL-DEC 2024	2,250.00
8/6/2025	LIONS CENTER FOR THE VISUALLY IMPAIRED	HUMAN SRVS - DUBLIN SENIORS VISION HEALTH JAN-JUN 2025	2,250.00
8/6/2025	LIVERMORE-PLEASANTON UMPIRES ASSOCIATION	SPORTS OFFICIATING SERVICES JUN 2025	5,840.00
8/6/2025	MAGS ASSOCIATES LLC	REC CLASS INSTRUCTOR	3,049.80
8/6/2025	MARK THOMAS & COMPANY, INC.	IRON HORSE TRAIL BRIDGE OVERCROSSING JUN 2025	2,034.09
8/6/2025	MCCI, LLC	FINAL SERVICES-PROJECT GO LIVE	1,507.70
8/6/2025	MCE CORPORATION	MAINTENANCE SERVICES JUN 2025	1,552,642.09
8/6/2025	METRO SERVICES INC.	ARMY 250TH BIRTHDAY CELEBRATION	420.00
8/6/2025	MEYERS NAVE	FALLON VILLAGE GHAD - LEGAL SERVICES JUN 2025	98.00
8/6/2025	MINUTEMAN PRESS	DUBLIN CENTRE PARK POSTCARDS	327.88
8/6/2025	MINUTEMAN PRESS	WALLIS RANCH COM. PARK GRAND OPENING POSTCARDS	327.88
8/6/2025	NARIKA	HUMAN SERVICES 2024-25 DOMESTIC VIOLENCE NOV 2024-JUN 2025	5,000.00
8/6/2025	NEIL SMITH	SUMMER CONCERT ENTERTAINMENT	3,000.00
8/6/2025	NICHOLS CONSULTING ENGINEERS, CHTD	ADDTNL DESIGN CONSTRUCTION SUPPORT SVCS JUN 2025	13,982.33
8/6/2025	NORCAL RENTAL GROUP, LLC	ST. PATS AND SPLATTER GOLF CART RENTALS	1,476.48

8/6/2025	NOVANI, LLC.	TRAFFIC OPERATING CENTER MAINTENANCE JUL-SEP 2025	3,000.00
8/6/2025	NSA WIRELESS,INC.	DEVELOPER DEPOSIT (DV0090) BALANCE REFUND	2,491.42
8/6/2025	OPEN HEART KITCHEN	HUMAN SRVS SENIOR MEAL PROG JAN-MAR 2025	4,779.72
8/6/2025	OPEN HEART KITCHEN	HUMAN SRVS SENIOR MEAL PROG APR-JUN 2025	7,858.60
8/6/2025	PAGE & TURNBULL INC	CAMP PARKS SIGN PROJECT CA AND CM SERVICES JUN 2025	7,596.00
8/6/2025	PAKPOUR CONSULTING GROUP, INC.	FALLON SPORTS PARK FLAGPOLE DESIGN & CM SUPPORT JUN 2025	575.00
8/6/2025	PAKPOUR CONSULTING GROUP, INC.	IRON HORSE TRAIL BRIDGE CM JUN 2025	2,990.00
8/6/2025	PAKPOUR CONSULTING GROUP, INC.	FOREST PARK - CONSTRUCTION MANAGEMENT SERV JUN 2025	30,096.88
8/6/2025	PAVEMENT COATINGS CO.	SLURRY SEAL CONSTRUCTION JUN 2025	1,213,757.62
8/6/2025	PG&E	ALAMO CREEK PARK 07/07/2025	125.31
8/6/2025	PG&E	MAINTENANCE CORP YARD 06/29/2025	26.28
8/6/2025	PG&E	PASSATEMPO PARK 06/23/2025	95.44
8/6/2025	PG&E	MAPE MEMORIAL PARK 06/26/2025	53.56
8/6/2025	PG&E	DOUGHERTY LMD 1986-1 06/30/2025	283.44
8/6/2025	PG&E	SERVICE TO SHANNON CENTER 06/26/2025	24.65
8/6/2025	PG&E	SEAN DIAMOND PARK 06/25/2025	184.74
8/6/2025	PG&E	DUBLIN SPORTS GROUND EV 06/11/2025	38.22
8/6/2025	PG&E	DUBLIN SPORTS GROUNDS 06/29/2025	774.39
8/6/2025	PG&E	FIRE STATION 16 06/09/2025	12,120.83
8/6/2025	PG&E	SCHAEFER RANCH PARK 06/26/2025	456.52
8/6/2025	PG&E	POSITANO HILLS PARK 06/29/2025	156.00
8/6/2025	PG&E	TC1 SERVICE TO 6795 DOUGHERTY 07/01/2025	249.88
8/6/2025	PG&E	HERITAGE MUSEUMS 6/26/2025	4,006.25
8/6/2025	PG&E	LIBRARY 06/29/2025	327.01
8/6/2025	PG&E	CITY HALL 06/30/2025	4,704.43
8/6/2025	PG&E	SHANNON COMMUNITY CENTER 06/27/2025	159.28
8/6/2025	PG&E	B1 7341 ROSAMOND HILLS CT 07/06/2025	5.22
8/6/2025	PG&E	FIRE STATION 17 07/06/2025	206.32
8/6/2025	PG&E	THE WAVE 07/06/2025	34,636.68
8/6/2025	PLAN JPA	2025/2026 MEMBER CONTRIBUTION - LIABILITY INSURANCE PREMIUM	2,868,787.00
8/6/2025	PRADEEP ROUTRA	PCS COMMISSION 7/21/25	50.00
8/6/2025	PRIME TIME ENTERTAINMENT	SUMMER CONCERT SERIES SOUND RENTAL	1,650.00
8/6/2025	PRITHVI BHAT	DEVELOPER DEPOSIT (DV0387) BALANCE REFUND	751.40
8/6/2025	QUALITY LOGO PRODUCTS, INC.	WATERPARK OPERATIONS - MARKETING	4,969.40
8/6/2025	QUENCH USA, INC.	WATER SERVICES D073825 AUG 2025	929.06
8/6/2025	QUENCH USA, INC.	WATER SERVICES D073045 AUG 2025	634.15
8/6/2025	R. YOUNAN LLC	REC CLASS INSTRUCTOR	4,930.20
8/6/2025	RACHEAL MATHENY	PCS COMMISSION 7/21/25	50.00
8/6/2025	RAYNE OF SAN JOSE	REVERSE OSMOSIS DRINKING WATER FS16	37.00
8/6/2025	RAYNE OF SAN JOSE	REVERSE OSMOSIS DRINKING WATER FS17	37.00
8/6/2025	RAYNE OF SAN JOSE	REVERSE OSMOSIS DRINKING WATER FS18	37.00
8/6/2025	RICHARD THORNBURY	PCS COMMISSION 7/21/25	50.00
8/6/2025	RILEY WALTER	TRAVEL REIMBURSEMENT MAY 2025	67.53
8/6/2025	ROBERT FERGUSON ROB'S SKATE ACADEMY	REC CLASS INSTRUCTOR	1,792.80
8/6/2025	RON HSI TRI-VALLEY AIKIDO	REC CLASS INSTRUCTOR	424.80
8/6/2025	RRM DESIGN GROUP, A CA CORP	LANDSCAPE PLAN CHECK & INSPECTIONS APR 2025	1,076.00
8/6/2025	RRM DESIGN GROUP, A CA CORP	LANDSCAPE PLAN CHECK & INSPECTIONS JUN 2025	2,377.50
8/6/2025	RRM DESIGN GROUP, A CA CORP	LANDSCAPE PLAN CHECK & INSPECTIONS MAY 2025	4,721.50
8/6/2025	RROOAR	REC CLASS INSTRUCTOR	1,620.00
8/6/2025	SCP DISTRIBUTORS LLC	REC CLASS INSTRUCTOR	4,487.50
8/6/2025	SEDGWICK CLAIMS MANAGEMENT,INC.	LOSS CONTROL SERVICES JUN 2025	175.00
8/6/2025	SHADEUSA	WATERPARK UMBRELLAS	4,086.84
8/6/2025	SHIR MARTIAL ARTS, LLC	REC CLASS INSTRUCTOR	3,040.80
8/6/2025	SITEONE LANDSCAPE SUPPLY INC.	IRRIGATION UPGRADES PROJECT -CONTROLLER ORDER	5,437.50
8/6/2025	SQUAD SPORTS INC.	REC CLASS INSTRUCTOR	2,332.80
8/6/2025	STRATEGIC ECONOMICS INC.	CONSULTANT FOR UPDATE OF ED STRATEGY & GP ELEMENT	14,385.44
8/6/2025	STRAWN CONSTRUCTION, INC.	CULTURAL ARTS REMODEL & CIVIC CTR IMPROV APR-JUN 2025	579,028.22
8/6/2025	SUAREZ & MUNOZ CONSTRUCTION	FOREST PARK - CONSTRUCTION MAY 2025	187,150.00
8/6/2025	SUAREZ & MUNOZ CONSTRUCTION	FOREST PARK - CONSTRUCTION JUN 2025	229,333.80
8/6/2025	SUNFLOWER HILL	HUMAN SVCS ADULTS DEV DISABILITIES JAN-JUN 2025	7,500.00
8/6/2025	SUULUTAAQ, INC.	GREEN STORMWATER INFRASTRUCTURE APR-MAY 2025	46,909.10
8/6/2025	SWA GROUP	JORDAN RANCH NEIGHBORHOOD SQ DESIGN MAY 2025	10,130.36
8/6/2025	SWA GROUP	JORDAN RANCH NEIGHBORHOOD SQ DESIGN JUN 2025	9,135.00
8/6/2025	SYED SAMEER SHABIR HAKIM	PCS COMMISSION 7/21/25	50.00
8/6/2025	TARALYN WOOD	MILEAGE REIMBURSEMENT - JUN 2025	88.90
8/6/2025	THE SOURCING GROUP, LLC	PCS APPAREL PURCHASING FY 2024-25	2,397.47
8/6/2025	T-MOBILE USA, INC.	PIO& PW CELL PHONE THRU 7.20.25 AND IPAD	1,695.26
8/6/2025	T-MOBILE USA, INC.	CELL PHONE SERVICE THROUGH 7.20.25	634.64
8/6/2025	TREASURER ALAMEDA COUNTY	FY24/25 FIELD AND SHELTER SERVICES Q4 FIELD	6,113.26
8/6/2025	TREASURER ALAMEDA COUNTY	FY24/25 FIELD AND SHELTER SERVICES Q4 SHELTER	59,147.13
8/6/2025	TREASURER ALAMEDA COUNTY PW AGENCY-FISCAL DIVISION	TRAFFIC SIGNAL AND STREETLIGHT MAINT SVCS JUN 2025	70,705.52
8/6/2025	TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICE JUL 2025	25,432.21
8/6/2025	TRI-VALLEY TRANSPORT. COUNCIL	FY 24/25 TVTD FEES QTR 4	438,029.86
8/6/2025	ULINE, INC.	WAVE OPERATING SUPPLIES	529.64
8/6/2025	UNDERGROUND SERVICE ALERT OF NO. CALIFORNIA &	CA STATE FEE FOR REGULATORY COSTS JUL 2024-JUN 2025	1,159.85
8/6/2025	UNICO ENGINEERING, INC.	TRASH CAPTURE DEVICES - CONSTRUCTION MGMT JUN 2025	2,373.43
8/6/2025	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	WINDOW AND CARPET CLEANING JUL 2025	197.00
8/6/2025	UNUM LIFE INS CO OF AMERICA	LIFE AND AD&D PREMIUM - JUL 2025	12,295.42
8/6/2025	WARREN PAYLADO	REC CLASS INSTRUCTOR	1,584.00
8/6/2025	WATERCO OF THE CENTRAL STATES	REVERSE OSMOSIS WATER SOFTENER FS16	199.90
8/6/2025	WATERCO OF THE CENTRAL STATES	REVERSE OSMOSIS WATER SOFTENER FS17	222.60
8/6/2025	WATERCO OF THE CENTRAL STATES	REVERSE OSMOSIS WATER SOFTENER FS18	167.30
8/6/2025	WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	IRON HORSE NATURE PARK - CWA ADMIN JUN 2025	643.03
8/6/2025	WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	WALLIS RANCH PARK JUN 2025	103.00

8/6/2025	WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	2025 SLURRY SEAL CWA MONITORING JUN 2025		855.95
8/6/2025	WORLD CUP SOCCER CAMPS CLINICS	REC CLASS INSTRUCTOR		9,706.80
8/6/2025	W-TRANS	IRON HORSE CENTRAL STOP WARRANT ANALYSIS MAR 2025		1,041.25
8/6/2025	W-TRANS	IRON HORSE CENTRAL STOP WARRANT ANALYSIS APR 2025		3,672.50
8/6/2025	W-TRANS	IRON HORSE CENTRAL STOP WARRANT ANALYSIS MAY 2025		2,215.00
8/6/2025	ZAYO	DEVELOPER DEPOSIT (DV0203) BALANCE REFUND		4,700.00
			Payments Issued 8/6/2025 Total:	**12,216,392.20**
8/8/2025	DELTA DENTAL OF CALIFORNIA	DELTA DENTAL PREMIUM - JUL 2025		12,930.08
8/8/2025	VISION SERVICE PLAN - (CA)	VISION INSURANCE PREMIUM - JUL 2025		2,082.29
			Payments Issued 8/8/2025 Total:	**15,012.37**
8/14/2025	INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING: PE 8/8/25 & AUGUST COUNCIL		83,753.24
			Payments Issued 8/14/2025 Total:	**83,753.24**
8/15/2025	EMPLOYMENT DEVELOPMENT DEPT	CA STATE WITHHOLDING: PE 8/8/25 & AUGUST COUNCIL		24,881.19
8/15/2025	HEALTHEQUITY, INC.	HEALTHEQUITY: PE 08/08/2025		5,009.14
8/15/2025	I C M A 401 PLAN	DEFERRED COMP 401: PE 08/08/2025		11,976.94
8/15/2025	I C M A 457 PLAN	DEFERRED COMP 457: PE 8/8/25 & AUGUST COUNCIL		37,465.63
8/15/2025	US BANK - PARS	PARS: PE 08/08/2025		9,857.21
			Payments Issued 8/15/2025 Total:	**89,190.11**
8/18/2025	4LEAF INC.	BUILDING INSPECTION AND PLAN REVIEW - JUL 2025		85,483.00
8/18/2025	ACTIONABLE SCIENCE INC	REZOLVE AI SOFTWARE SUBSCRIPTION JUN 2025-JUN 2026		6,000.00
8/18/2025	AMADOR VALLEY INDUSTRIES LLC	TRASH SERVICES - CAMP PARKS JUL 2025		39,707.73
8/18/2025	AMADOR VALLEY INDUSTRIES LLC	GARBAGE FEE COLLECTION PASSTHROUGH TO AVI 01/01/25-06/30/25		4,457,712.06
8/18/2025	AMY'S ENGRAVED SIGNS & AWARDS	PWD NAMEPLATES		233.18
8/18/2025	AT&T	AT&T CVC- 1G INT/VOICE 8/7-9/6/25		2,019.59
8/18/2025	AT&T	AT&T PSC- 600M INTERNET/VOICE 8/7-9/6/25		1,683.50
8/18/2025	AT&T	INVESTIGATORY PHONE PING FEE JUL 2025		500.00
8/18/2025	AT&T - CALNET 3	ASE CIRCUITS TO 7/31/25		2,335.13
8/18/2025	AVI-SPL LLC	PSC - CHIEF CONF ROOM AV EQUIPMENT		4,639.61
8/18/2025	BAY ALARM COMPANY	ALARM SERVICES CIVIC JUL-SEP 2025		264.00
8/18/2025	BAY ALARM COMPANY	ALARM SERVICES CORP YARD JUL-SEP 2025		778.02
8/18/2025	BAY ALARM COMPANY	ALARM SERVICES FS16 JUL-SEP 2025		138.00
8/18/2025	BAY ALARM COMPANY	ALARM SERVICES FS17 JUL-SEP 2025		237.75
8/18/2025	BAY ALARM COMPANY	ALARM SERVICES HERITAGE JUL-SEP 2025		2,277.57
8/18/2025	BAY ALARM COMPANY	ALARM SERVICES SENIOR CENTER JUL-SEP 2025		576.30
8/18/2025	BAY ALARM COMPANY	ALARM SERVICES SHANNON CENTER JUL-SEP 2025		1,219.07
8/18/2025	BAY ALARM COMPANY	ALARM SERVICES WAVE JUL-SEP 2025		2,763.18
8/18/2025	BAY AREA DESIGN CONSULTANTS	PERMIT REFUND BLDG-2024-02733		499.00
8/18/2025	BIG O'TIRES #7	POLICE VEHICLE MAINTENANCE & REPAIRS		475.33
8/18/2025	BRINKS, INC.	ARMORED CAR SERVICE AUG 2025		373.69
8/18/2025	CALED	CALED MEMBERSHIP 2026		1,160.00
8/18/2025	CDW GOVERNMENT INC	MIDDLE ATLANTIC WALL-MOUNT RACK AT SR CENTER		1,110.43
8/18/2025	CIVICA LAW GROUP APC	LEGAL SERVICES JUL 2025		53,485.88
8/18/2025	CMS COMMUNICATIONS	TWO (2) NETWORK CISCO C9200 SWITCHES		7,069.95
8/18/2025	COMCAST	CVC 500M COMCASTX2 INTERNET 7/1-7/31/25		4,881.50
8/18/2025	COMMUNE COMMUNICATION CORP	ED MARKETING AND BRANDING STRATEGY CONSULTING JUL 2025		12,075.00
8/18/2025	CREATION NETWORKS, INC	DCAC AV EQUIPMENT		14,144.12
8/18/2025	DC ELECTRIC GROUP INC.	REPLACE SAN RAMON_SILVER GATE KNOCKED DOWN POLE		12,895.00
8/18/2025	DC ELECTRIC GROUP INC.	HYDROGEN FUEL CELL MAINTENANCE		512.58
8/18/2025	DIV OF THE STATE ARCHITECT	JUL-SEPT 2024 ADDENDUM		64.70
8/18/2025	EAST BAY POOL SERVICE, INC.	GENERAL POOL MAINTENANCE		10,500.00
8/18/2025	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE & REPAIRS		6,037.28
8/18/2025	FRANCHISE TAX BOARD	EMPLOYEE INCOME TAX EARNINGS WITHHOLDING		965.11
8/18/2025	GHD, INC.	SPEED SURVEY UPDATES JUL 2025		16,238.75
8/18/2025	GOLDEN STATE FLEET SVCS INC	DPS TOWING SERVICES		150.00
8/18/2025	GOODFELLOW BROS. CALIFORNIA, LLC	IRON HORSE NATURE PARK AND OPEN SPACE JUN 2025		242,683.20
8/18/2025	GROUP 4 ARCHITECTURE, RESEARCH + PLANNING, INC.	WORKSPACE PLANNING STUDY MAY 2025		1,770.40
8/18/2025	HARRELL HARRIS PHOTOGRAPHY	PHOTOGRAPHY SERVICES- SWIMMING & SUMMER CAMPS		1,050.00
8/18/2025	INCREDIFLIX, INC	REC CLASS INSTRUCTOR		7,046.40
8/18/2025	JEAN JOSEY	MILEAGE REIMBURSEMENT - ABAG GENERAL ASSEMBLY MTG & NLC SUMMER BOARD CONFERENCE		104.38
8/18/2025	JOY LIU	PHOTOGRAPHY SERVICES - SCHAEFER RANCH CAMPOUT		310.00
8/18/2025	JOY LIU	PHOTOGRAPHY SERVICES - NATIONAL NIGHT OUT		470.00
8/18/2025	LANGUAGE LINE SERVICES	LANGUAGE LINE SERVICES FOR JUL 2025		86.00
8/18/2025	LANLOGIC INC.	WAVE/ CPY CABLING FOR VERKADA CAMERAS & CONTROLLERS		28,315.51
8/18/2025	LIVERMORE AUTO GROUP	POLICE VEHICLE MAINTENANCE & REPAIRS		8,996.63
8/18/2025	LYNX TECHNOLOGIES, INC.	GIS CONSULTING SERVICES JUL 2025		12,825.00
8/18/2025	MAGS ASSOCIATES LLC	REC CLASS INSTRUCTOR		2,511.60
8/18/2025	MTC METROPOLITAN TRANSP COMMISSION	STREETSAVER ANNUAL SUBSCRIPTION AUG 2025-JUL 2026		2,000.00
8/18/2025	NANOGAN SCIENCE & SERVICES, LLC	REC CLASS INSTRUCTOR		3,705.00
8/18/2025	ORIGIN BAY LLC.	BIRTHDAY PARTY MEALS JUL 2025		8,864.10
8/18/2025	PG&E	6196 HORIZON PKWY M DONBIDDLE 07/15/2025		942.17
8/18/2025	PG&E	STAGECOACH PARK 07/15/2025		69.76
8/18/2025	PG&E	DON BIDDLE COMMUNITY PARK 07/15/2025		258.08
8/18/2025	PG&E	6020 DUBLIN BLVD 1010865440 7/14/2025		103.81
8/18/2025	PG&E	STREETLIGHTS–CITYWIDE 1983-1 07/15/2025		26,584.53
8/18/2025	PG&E	FALLON SPORTS PARK 07/06/2025		7,707.47
8/18/2025	PG&E	EMERALD GLEN PARK 07/08/2025		8,153.60
8/18/2025	PG&E	DUBLIN SPORTS GROUND EV 07/14/2025		286.68
8/18/2025	PG&E	BRAY COMMONS 07/10/2025		110.35
8/18/2025	PG&E	DEVANY SQUARE 07/10/2025		22.23
8/18/2025	PG&E	TED FAIRFIELD PARK 07/09/2025		107.44

8/18/2025	PG&E	LANDSCAPING 07/07/2025	2,557.22
8/18/2025	PG&E	DOLAN PARK 07/10/2025	155.82
8/18/2025	PG&E	POLICE SERVICES 07/14/2025	4,997.62
8/18/2025	PG&E	TRAFFIC SIGNALS 07/09/2025	1,241.30
8/18/2025	PG&E	TRAFFIC SIGNALS 06/10/2025	11,276.89
8/18/2025	PG&E	STAGECOACH LMD 1983-2 07/15/2025	122.20
8/18/2025	PG&E	STREETLIGHTS EASTDUBLIN1999-1 07/15/2025	12,426.12
8/18/2025	PG&E	SENIOR CENTER 07/10/2025	302.14
8/18/2025	PG&E	PUBLIC SAFETY COMPLEX 07/15/2025	1,201.03
8/18/2025	PG&E	FIRE STATION 18 07/10/2025	130.94
8/18/2025	PRO CYCLES LLC	POLICE VEHICLE MAINTENANCE & REPAIRS	48.16
8/18/2025	QUADIENT FINANCE USA, INC.	POSTAGE FEES FOR DPS	249.00
8/18/2025	QUENCH USA, INC.	D073825 - CORP YARD FILTER SERV CALL AUG 2025	192.94
8/18/2025	RAYNE OF SAN JOSE	REVERSE OSMOSIS DRINKING WATER FS16 AUG 2025	37.00
8/18/2025	RAYNE OF SAN JOSE	REVERSE OSMOSIS DRINKING WATER FS17 AUG 2025	37.00
8/18/2025	RAYNE OF SAN JOSE	REVERSE OSMOSIS DRINKING WATER FS18 AUG 2025	37.00
8/18/2025	REDWOOD PUBLIC LAW, LLP	PROFESSIONAL SERVICES RENDERED THROUGH MAY 2025	83,131.47
8/18/2025	REDWOOD PUBLIC LAW, LLP	PROFESSIONAL SERVICES RENDERED THROUGH JUN 2025	65,213.19
8/18/2025	REDWOOD TOXICOLOGY LAB. INC.	TOXICOLOGY SERVICES - JUL 2025	1,356.08
8/18/2025	RROOAR	REC CLASS INSTRUCTOR	1,012.50
8/18/2025	S & J ADVERTISING INC	SPLATTER 2025 AD	736.00
8/18/2025	SHALINI REDDY	EXPENSE REIMBURSEMENT - ASR SUPPLIES	638.51
8/18/2025	SHAMROCK OFFICE SOLUTIONS, LLC FILE 2399	FREIGHT ON TONER	15.00
8/18/2025	SIMPLER SYSTEMS, INC	SIMPLER SOFTWARE LICENSING SUPPORT AUG 2025	1,650.00
8/18/2025	TARALYN WOOD	MILEAGE REIMBURSEMENT - JULY 2025	30.80
8/18/2025	TOWNSEND PUBLIC AFFAIRS, INC	GRANT STRATEGY AND WRITING SERVICES AUG 2025	5,000.00
8/18/2025	TREASURER ALAMEDA COUNTY	FY2025 POLICE SERVICES MAY-JUN 2025	4,972,769.12
8/18/2025	TRIVALLEY INTERNET INC	NAVIGATOR PROGRAM - REFERRAL #44 (BAY AREA LAW)	5,500.00
8/18/2025	U.S. BANK	ANNUAL CFD SPECIAL TAX ADMINISTRATION - DUBLIN CROSSING	1,800.00
8/18/2025	U.S. BANK CORPORATE PMT SYSTEM	PURCHASE CARD STATEMENT JUL 2025	58,864.06
8/18/2025	VERIZON WIRELESS	DATA PLAN FOR LICENSE PLATE READERS	1,930.22
8/18/2025	WC3-WEST COAST CODE CONSULTANT	PLAN REVIEW - JULY 2025	12,787.50
8/18/2025	WHY'D YOU STOP ME	SUPERVISORY LEADERSHIP TRAINING COURSE FOR LAW ENFORCEMENT OFFICERS	9,995.00
8/18/2025	ZOOMGRANTS	ZOOMGRANTS SUBSCRIPTION 10/1/2025-9/30/2026	8,500.00
		Payments Issued 8/18/2025 Total:	**10,382,232.18**
8/19/2025	CAL PERS	PERS RETIREMENT PLAN: PE 8/8/25 & AUGUST COUNCIL	104,821.49
8/19/2025	DSRSD	BILLING PERIOD: 06/01/25-07/31/25	467,405.58
		Payments Issued 8/19/2025 Total:	**572,227.07**
8/21/2025	CITY OF PLEASANTON	TVBID FEES COLLECTED Q4 FY24/25	115,519.64
		Payments Issued 8/21/2025 Total:	**115,519.64**
8/25/2025	4IMPRINT INC	WALLIS RANCH GRAND OPENING PROMOTIONAL MATERIAL	692.71
8/25/2025	A4 PROMOTIONS & INCENTIVES	CITY CLERK BUSINESS CARDS	57.14
8/25/2025	ACTION ROAD SOLUTIONS, LLC	DPS - EVIDENCE TOWING SERVICES	180.00
8/25/2025	AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	17,438.00
8/25/2025	AMY L. JONES	REC CLASS INSTRUCTOR	367.20
8/25/2025	AMY'S ENGRAVED SIGNS & AWARDS	CITY CLERK & PCS NAMEPLATES	233.18
8/25/2025	AMY'S ENGRAVED SIGNS & AWARDS	COMMISSION MEETINGS NAME PLATES	90.96
8/25/2025	BAY ALARM COMPANY	ALARM SERVICES WAVE SERVICE CALL AUG 2025	591.16
8/25/2025	CASTRO VALLEY PERFORMING ARTS	REC CLASS INSTRUCTOR	1,482.00
8/25/2025	CDW GOVERNMENT INC	DCAC SPEAKER MOUNTS	1,726.52
8/25/2025	CHRISTINE PETIT	REC CLASS INSTRUCTOR	1,884.00
8/25/2025	CINTAS CORPORATION NO.2	FIRST AID MONTHLY REPLENISHMENT	393.51
8/25/2025	CLS/CERVANTES LANDSCAPE SERVICES,INC.	MAPE MEMORIAL PARK PATHWAY CONSTRUCTION MAY-JUL 2025	83,388.15
8/25/2025	COMCAST	INTERNET/CABLE SVC WAV, SNC, PSC - 8/11-9/10/25	650.43
8/25/2025	CONVERGEONE, INC.	RACK MOUNTED CABLE LACING BAR FOR DAC	207.00
8/25/2025	CORODATA SHREDDING, INC.	SHRED BIN PICKUP FOR JUL 2025	50.16
8/25/2025	DOROTHY DEMONTEVERDE	REC CLASS INSTRUCTOR	750.00
8/25/2025	DUBLIN UNIFIED SCHOOL DISTRICT	STAGER GYM - WATER JUN - JUL 2025	1,131.11
8/25/2025	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE & REPAIRS	1,801.43
8/25/2025	GOLDEN STATE FLEET SVCS INC	DPS EVIDENCE TOWING SERVICES	450.00
8/25/2025	HARRELL HARRIS PHOTOGRAPHY	PHOTOGRAPHY SERVICES - SENIOR CENTER	1,272.00
8/25/2025	HEALTHEQUITY, INC.	HEALTHCARE/COMMUTER BENEFIT JUL/AUG 2025	638.00
8/25/2025	INTERACTIVE DATA, LLC	PD - SOCIAL MEDIA SEARCH NOV 2024	290.00
8/25/2025	INTERACTIVE DATA, LLC	PD - SOCIAL MEDIA SEARCH DEC 2024	290.00
8/25/2025	INTERACTIVE DATA, LLC	PD - SOCIAL MEDIA SEARCH JAN 2025	291.00
8/25/2025	INTERACTIVE DATA, LLC	PD - SOCIAL MEDIA SEARCH FEB 2025	290.00
8/25/2025	INTERACTIVE DATA, LLC	PD - SOCIAL MEDIA SEARCH MAR 2025	293.00
8/25/2025	INTERACTIVE DATA, LLC	PD - SOCIAL MEDIA SEARCH APR 2025	290.50
8/25/2025	INTERACTIVE DATA, LLC	PD - SOCIAL MEDIA SEARCH MAY 2025	290.00
8/25/2025	INTERACTIVE DATA, LLC	PD - SOCIAL MEDIA SEARCH JUN 2025	290.00
8/25/2025	INTERACTIVE DATA, LLC	PD - SOCIAL MEDIA SEARCH JUL 2025	297.00
8/25/2025	IRON MOUNTAIN	RECORDS STORAGE - FINANCE JUL-AUG 2025	364.59
8/25/2025	JACQUI HATZIKOKOLAKIS	MILEAGE REIMBURSEMENT	19.18
8/25/2025	JOY LIU	PHOTOGRAPHY SERVICES - SUMMER CONCERT	310.00
8/25/2025	JOY LIU	PHOTOGRAPHY SERVICES - WALLIS RANCH PARK GRAND OPENING	390.00
8/25/2025	MNS ENGINEERS, INC.	IRON HORSE TRAIL BRIDGE CM JUN 2025	513.58
8/25/2025	MNS ENGINEERS, INC.	IRON HORSE TRAIL BRIDGE CM MAY 2025	978.58
8/25/2025	MNS ENGINEERS, INC.	IRON HORSE TRAIL BRIDGE CM APR 2025	991.52
8/25/2025	MNS ENGINEERS, INC.	IRON HORSE TRAIL BRIDGE CM MAR 2025	6,704.40
8/25/2025	MNS ENGINEERS, INC.	IRON HORSE TRAIL BRIDGE CM FEB 2025	10,147.04
8/25/2025	MNS ENGINEERS, INC.	IRON HORSE TRAILBRIDGE CM JAN 2025	13,886.74

8/25/2025	MNS ENGINEERS, INC.	IRON HORSE TRAIL BRIDGE CM DEC 2024		12,581.54
8/25/2025	MNS ENGINEERS, INC.	IRON HORSE TRAIL BRIDGE CM NOV 2024		13,896.15
8/25/2025	NANOGAN SCIENCE & SERVICES, LLC	REC CLASS INSTRUCTOR		1,170.00
8/25/2025	NATIONAL LEAGUE OF CITIES	CITY MEMBERSHIP DUES 2025-2026		7,214.00
8/25/2025	NICHOLS CONSULTING ENGINEERS, CHTD	ANNUAL STREET RESURFACING DESIGN SERVICES MAY 2025		102,868.70
8/25/2025	NOR CAL STATE SOFTBALL	NORCAL USA SOFTBALL MEMBERSHIP		475.00
8/25/2025	NORM'S TOWING SERVICE, LLC	TOWING SERVICES		330.00
8/25/2025	PLAN JPA	GENERAL LIABILITY CLAIMS - JUL 2025		408.00
8/25/2025	QUADIENT FINANCE USA, INC.	POSTAGE FEES FOR CIVIC JUL 2025		328.44
8/25/2025	R. YOUNAN LLC	REC CLASS INSTRUCTOR		2,689.20
8/25/2025	ROBERT FERGUSON ROB'S SKATE ACADEMY	REC CLASS INSTRUCTOR		747.00
8/25/2025	RON HSI TRI-VALLEY AIKIDO	REC CLASS INSTRUCTOR		24.00
8/25/2025	RONALD L ESSEX	PHOTOGRAPHY SERVICES - SUMMER CONCERT SERIES		600.00
8/25/2025	SQUAD SPORTS INC.	REC CLASS INSTRUCTOR		4,040.40
8/25/2025	STANFORD HEALTH -VALLEYCARE OCCUPATIONAL	MEDICAL TEST FEES - JUL 2025		74.00
8/25/2025	SURABHI BHARADWAJ	PCS RENTAL SECURITY DEPOSIT REFUND		500.00
8/25/2025	SWINERTON MANAGEMENT AND CONSULTING	DCAC CM SERVICE JUN 2025		27,816.25
8/25/2025	TARALYN WOOD	TRAVEL REIMBURSEMENT - CPRS		201.87
8/25/2025	TRADITION CARE MORTUARY	PCS RENTAL SECURITY DEPOSIT REFUND		500.00
8/25/2025	TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICES & SUPPLIES-CAMP PARKS JUL 2025		34,419.43
8/25/2025	TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICE WAVE DAY PORTER JUL 2025		2,720.00
8/25/2025	TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICES & SUPPLIES -CAMP PARKS AUG 2025		34,419.43
8/25/2025	TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICE EXTRA SERVICE JUL 2025		7,640.75
8/25/2025	TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICE AUG 2025		25,432.21
8/25/2025	TRIVALLEY MINOR HOCKEY ASSOCIATION	FIREWORKS BOOTH CLEANUP DEPOSIT FEE REFUND		200.00
8/25/2025	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	WINDOW AND CARPET CLEANING JUL 2025		4,586.00
8/25/2025	VERIZON WIRELESS	DATA PLAN FOR LICENSE PLATE READERS - JULY 2025		320.08
8/25/2025	WATERCO OF THE CENTRAL STATES	REVERSE OSMOSIS WATER SOFTENER FS16 AUG 2025		199.90
8/25/2025	WATERCO OF THE CENTRAL STATES	REVERSE OSMOSIS WATER SOFTENER FS17 AUG 2025		222.60
8/25/2025	WATERCO OF THE CENTRAL STATES	REVERSE OSMOSIS WATER SOFTENER FS18 AUG 2025		167.30
8/25/2025	WORLD CUP SOCCER CAMPS CLINICS	REC CLASS INSTRUCTOR		5,239.20
			Payments Issued 8/25/2025 Total:	**444,433.24**
8/28/2025	CAL PERS	PERS RETIREMENT PLAN: PE 8/22/25		103,920.31
8/28/2025	CHICAGO TITLE COMPANY	FIRST TIME HOME BUYER LOAN		66,198.00
8/28/2025	INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING: PE 8/22/25		79,169.79
			Payments Issued 8/28/2025 Total:	**249,288.10**
8/29/2025	EMPLOYMENT DEVELOPMENT DEPT	CA STATE WITHHOLDING: PE 8/22/25		24,463.25
8/29/2025	HEALTHEQUITY, INC.	HEALTHEQUITY: PE 08/22/2025		4,980.68
8/29/2025	I C M A 401 PLAN	DEFERRED COMP 401: PE 08/22/2025		1,478.83
8/29/2025	I C M A 457 PLAN	DEFERRED COMP 457: PE 8/22/25		32,383.69
8/29/2025	RETIREE MEDICAL	RETIREE MEDICAL OCT-DEC 2025		229,606.06
8/29/2025	US BANK - PARS	PARS: PE 08/22/2025		5,081.42
			Payments Issued 8/29/2025 Total:	**297,993.93**

Grand Total for Payments Dated 8/1/2025 through 8/31/2025: **24,541,574.76**

Total Number of Payments Issued: 371

Agenda Item 5.5

STAFF REPORT
CITY COUNCIL

DATE: **September 16, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Adoption of the City of Dublin Title VI Program
Prepared by: Sarah Monnastes, Human Resources Director

EXECUTIVE SUMMARY:

The City Council will consider adopting the City of Dublin Title VI Program in accordance with a statue provision of the Civil Rights Act of 1964 that prohibits discrimination in any program or activity receiving federal financial assistance. The Title VI Program ensures compliance through a public notice of rights, complaint procedures, designation of a Title VI Coordinator, and ongoing reporting to the California Department of Transportation, which is responsible for distributing Federal Highway Administration funds to local agencies.

STAFF RECOMMENDATION:

Adopt the **Resolution** Adopting the City of Dublin Title VI Program.

FINANCIAL IMPACT:

There is no direct financial impact associated with adopting the Title VI Program. Compliance with Title VI is a condition of receiving federal funding.

DESCRIPTION:

Background
Title VI of the Civil Rights Act of 1964, signed into law by President Lyndon B. Johnson, prohibits discrimination on the basis of race, color, national origin, sex, disability, or age in any program or activity receiving federal financial assistance. To ensure that federal dollars do not subsidize discrimination, federal agencies were directed to establish enforcement regulations. Because the Federal Highway Administration (FHWA) distributes funding through the California Department of Transportation (Caltrans), local public agencies that receive federal-aid highway funds must comply with Title VI as a condition of funding. Caltrans, acting as FHWA's designated recipient, is responsible for reviewing and monitoring the Title VI Programs of subrecipients, including cities and counties.

Accordingly, local agencies are required to adopt and maintain a Title VI Program that meets both federal and Caltrans standards. A compliant program includes a public notice of rights, complaint procedures for individuals who believe they have been subjected to discrimination, the designation of a Title VI Coordinator, and ongoing compliance reporting to Caltrans for review and approval.

City of Dublin Title VI Program
The City's Title VI Program affirms the City's commitment to equity and nondiscrimination in the delivery of services. Adoption of the Program ensures the City remains eligible to receive federal funds and aligns with best practices for transparency and accountability.

The Program designates the Human Resources Director as the City's Title VI Coordinator, responsible for implementing the Program, monitoring compliance, and reporting to the City Manager and federal agencies, as required.

Next Steps
Upon adoption, the Program will be submitted to the appropriate oversight agencies and posted on the City's website and at customer service counters, ensuring residents, program participants, and employees have clear access to their rights and responsibilities under Title VI.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Adopting the City of Dublin Title VI Program
2) Exhibit A to the Resolution – City of Dublin Title VI Program

RESOLUTION NO. XX – 25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

ADOPTING THE CITY OF DUBLIN TITLE VI PROGRAM

WHEREAS, Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age in any program or activity receiving federal financial assistance; and

WHEREAS, the Federal Highway Administration (FHWA) distributes federal-aid highway funds through the California Department of Transportation (Caltrans), which requires local public agencies to establish and maintain a Title VI Program as a condition of receiving such funds; and

WHEREAS, as the City of Dublin is a recipient of federal-aid highway funds through Caltrans and is therefore required to adopt and maintain a Title VI Program to ensure compliance with federal law; and

WHEREAS, the City of Dublin's Title VI Program provides for a public notice of rights, complaint procedures, designation of a Title VI Coordinator, and compliance reporting to Caltrans, thereby ensuring equitable access to services, programs and activities funded with federal assistance; and

WHEREAS, adoption of the City of Dublin Title VI Program affirms the City's commitment to equity, nondiscrimination, and transparency in the delivery of public services and maintains eligibility for federal funding.

WHEREAS, the City Council of the City of Dublin has reviewed the proposed Title VI Program and finds it consistent with federal requirements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby adopt the City of Dublin Title VI Program, attached hereto as **Exhibit A**.

BE IT FURTHER RESOLVED that the City Manager, or designee, is authorized to submit the Title VI Program to the appropriate federal and state agencies as required by law.

BE IT FURTHER RESOLVED that the City Manager, or designee, is authorized to make any non-substantive changes required by law or by Caltrans as part of its oversight responsibilities.

{Signatures on the next page}

PASSED, APPROVED AND ADOPTED this 16th day of September 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

City of Dublin

TITLE VI PROGRAM

September 16, 2025

Table of Contents

I. Non-Discrimination Policy Statement 3

II. Organization, Staffing, and Structure 4

III. Notice of Rights 4

IV. Non-Discrimination Authorities 4

V. Title VI Complaint Procedures 5

VI. Public Participation 6

VII. Data Collection 7

VIII. Training 7

IX. Reporting Requirements 7

I. Non-Discrimination Policy Statement

It is the policy of the City of Dublin that no person shall on the grounds of race, color, national origin, sex, disability, or age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any operation of the City of Dublin as provided by Title VI of the Civil Rights Act of 1964 and related statutes.

This policy applies to all operations of the City of Dublin, including its contractors and anyone who acts on behalf of the City. This policy also applies to the operations of any department or agency to which the City extends federal financial assistance. Federal financial assistance includes grants, training, use of equipment, donations of surplus property, and other assistance.

Prohibited discrimination may be intentional or unintentional. Seemingly neutral acts that have disparate impacts on individuals of a protected group and lack a substantial legitimate justification are a form of prohibited discrimination. Harassment and retaliation are also prohibited forms of discrimination.

Examples of prohibited types of discrimination based on race, color, national origin, sex, disability, or age include: Denial to an individual any service, financial aid, or other benefit; Distinctions in the quality, quantity, or manner in which a benefit is provided; Segregation or separate treatment; Restriction in the enjoyment of any advantages, privileges, or other benefits provided; Discrimination in any activities related to highway and infrastructure or facility built or repaired; and Discrimination in employment.

Title VI compliance is a condition of receipt of federal funds. The Title VI Coordinator is authorized to ensure compliance with this policy, Title VI of the Civil Rights Act of 1964, 42 U.S.C § 2000d and related statutes, and the requirements of 23 Code of Federal Regulation (CFR) pt. 200 and 49 CFR pt. 21.

_____ _____

Colleen Tribby, City Manager Date

II. Organization, Staffing, and Structure

The City Manager is ultimately responsible for assuring full compliance with the provisions of Title VI of the Civil Rights Act of 1964 and related statutes and has directed that non-discrimination is required of all City employees, contractors, and agents pursuant to 23 CFR Part 200 and 49 CFR Part 21.

The Human Resources Director/Risk Manager has been appointed by the City Manager to serve as the Title VI Coordinator. The Title VI Coordinator provides guidance and technical assistance on Title VI matters and has overall program responsibility for preparing reports and developing program procedures.

The Title VI Coordinator is responsible for:

- Submitting a Title VI plan and required annual reports on the agency's behalf;
- Developing procedures for the prompt processing and disposition of complaints;
- Investigating complaints, compiling a complaint log, and reporting to the California Department of Transportation (Caltrans);
- Developing procedures for the collection and analysis of statistical data;
- Developing a program to conduct Title VI reviews of program areas;
- Conducting annual Title VI assessments of pertinent program areas;
- Developing Title VI information for dissemination; and
- Establishing procedures for resolving deficiency status and reducing to writing the remedial action agreed to be necessary.

The Public Works Director oversees implementation of the City's Title VI program as it relates to consultants and contractors and ensures that Title VI Assurances are included in all sub-contracts with federal funds – specifically including Appendix A of the Title VI Assurances in the "MASTER AGREEMENT - ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS".

III. Notice of Rights

The City will display the "Notice of Rights" (Exhibit A) for public view at customer service counters in various City facilities, field locations and on the City's website. The notice states that the City is committed to complying with Title VI and ensuring that no person is excluded from participating in, be denied the benefits of or be otherwise subjected to discrimination under any of the City's programs, activities, or services.

IV. Non-Discrimination Authorities

Title VI, 42 U.S.C. § 2000d (race, color, and national origin)
23 U.S.C. § 324 (sex)
42 U.S.C. § 6101 (age)
42 U.S.C. § 12131; 29 U.S.C. § 794 (disability)
49 CFR Part 21
23 CFR Part 200

V. Title VI Complaint Procedures

Federal law prohibits discrimination on the basis of race, color, national origin, age, sex, or disability in any City of Dublin program or activity. This prohibition applies to all branches of City of Dublin, its contractors, consultants, and anyone else who acts on behalf of the City of Dublin.

Any person who believes they have been subject to discrimination within the City's programs or activities because of their race, color, national origin, or other protected status may file a Title VI complaint by completing and submitting the City's Title VI Complaint Form with the Title VI Coordinator within 180 days of the alleged incident. The City's Title VI Complaint Form is available through Human Resources at 100 Civic Plaza, Dublin, CA and online at www.dublin.ca.gov.

The City's Title VI Coordinator will only process complaints that are complete and include the following information:

- Complainant's contact information
- Date(s) of alleged discriminatory act(s)
- Details of alleged discrimination
- Identification of the City Department responsible for the alleged discrimination
- Basis of the complaint (e.g. race, color, or national origin)
- Signature of the complainant or complainant's representative

Once the Title VI complaint is received, the Title VI Coordinator will forward the complaint to Caltrans, to be submitted to the FHWA Division Office. The Title VI Coordinator will also begin processing the complaint by entering said complaint into the City's Title VI Discrimination Complaint Log and conducting an internal investigation. Once a finding has been determined/received, the City's Title VI Coordinator will provide said findings to the complainant within 10 business days via letter and/or email.

Complaints Processed Under the Federal Highway Administration (FHWA):

Title VI complaints filed with Caltrans in which Caltrans is named as the Respondent will be forwarded to the FHWA Division Office. The Complainant will receive an acknowledgement letter informing them that the complaint has been received and forwarded to the FHWA.

Per the FHWA Guidance Memorandum, Processing of Title VI Complaints, dated June 13, 2018, all Title VI complaints received by a sub-recipient (City of Dublin) are to be forwarded to Caltrans to be submitted to FHWA Division Office. Complaints should be sent within one business day of receipt via email to Title.VI@dot.ca.gov. If Caltrans Office of Civil Rights (HCR) determines a Title VI complaint against a sub-recipient can be investigated by Caltrans, HCR may delegate the task of investigating the complaint to Caltrans.

OCR Investigation Process:

If OCR is delegated the responsibility of performing an investigation, OCR has 90 days to investigate the

complaint. If additional time is needed, OCR will call the Complainant and inform them.

If more information is needed to resolve the case, the OCR investigator may contact the Complainant. The Complainant has ten business days from the date of the letter to send the requested information to the investigator assigned to the case.

If the investigator is not contacted by the Complainant or does not receive the additional information within ten business days, OCR can administratively close the case. A case can be administratively closed also if the complainant no longer wishes to pursue their case.

OCR will consult with HCR regarding the disposition of the complaint. Disposition of Title VI complaints will be undertaken by HCR, through either (1) informal resolution or (2) issuance of a Letter of Finding. A copy of the Letter of Finding will be sent to all parties via the Division Office.

A person may also file a complaint directly with the FHWA and/or Caltrans by the following contact information:

Federal Highway Administration
U.S. Department of Transportation Office of Civil Rights
1200 New Jersey Avenue, SE 8th Floor E81-105
Washington, DC 20590

California Department of Transportation
Office of Civil Rights
Attention: Title VI Branch
PO Box 942874, MS 79, Sacramento, CA
Title.VI@dot.ca.gov

Should a complaint be filed with the City of Dublin and one with a federal or state agency simultaneously, the federal/state complaint will supersede the City's complaint and the City's complaint procedures will be suspended pending the federal/state agency's findings.

VI. Public Participation

The City of Dublin is committed to engaging residents, businesses, and stakeholders in an inclusive and transparent manner. Public participation ensures that City projects, programs, and services are delivered equitably and are responsive to the diverse needs of the community.

The City will:

- Provide opportunities for public input at City Council and Commission meetings, workshops, and community forums.
- Use a variety of outreach methods, including the City website, social media, newsletters, and postings in public facilities, to share information broadly.

- Offer translation or interpretation services, as needed, to ensure meaningful access for individuals with limited English proficiency.
- Make outreach materials available in alternative formats upon request to ensure accessibility for persons with disabilities.
- Document and consider public feedback in the planning, design, and implementation of City programs and services.

Through these efforts, the City seeks to ensure that all voices are heard and considered, particularly those from underrepresented or historically disadvantaged groups.

VII. Data Collection

The City will review and analyze data collected regularly to ensure the effectiveness of outreach methods in meeting the objectives of the Title VI program and to ensure that no group is intentionally excluded in the decision-making process or is not given the opportunity to voice their opinions or concerns. Sources of demographic information may include data collected by City staff and/or federal, state and local government agencies such as the U.S. Bureau of Labor Statistics, U.S. Census Bureau, U.S. Bureau of Economic Analysis, California Department of Finance, California Department of Labor, the California Employment Development Department, the Association of Bay Area Governments, or the Metropolitan Transportation Commission.

VIII. Training

Title VI training will be provided to managers, supervisors, and staff with frequent public contact in the administration of federal-aid programs every two years. Trainings may be offered online or through an instructor-led class. The following components will be covered:

- Review of City's Title VI Policy
- How to handle a potential complaint
- Where to seek assistance for Title VI questions and concerns

IX. Reporting Requirements

The City of Dublin will comply with all reporting requirements established by federal funding agencies in connection with Title VI of the Civil Rights Act of 1964. The City will submit Title VI reports, updates, or accomplishment and goal reports when directed by a federal or state funding agency as a condition of funding. Title VI compliance documentation will be made available upon request.

Exhibit A

Your Rights Under Title VI of the Civil Rights Act of 1964

Title VI of the Civil Rights Act of 1964 requires that no person in the United States, on the grounds of race, color or national origin be excluded from, be denied the benefits of, or be subjected to discrimination, under any program or activity receiving federal financial assistance.

Any person who believes they have been subjected to discrimination may file a written complaint with the City of Dublin. Federal and State law require complaints to be filed within one hundred eighty (180) calendar days of the last alleged incident. Additional information and the Title VI Complaint Forms can be found on the City's Website at www.dublin.ca.gov or can be obtained by contacting the Title VI Coordinator at (925) 833-6650 or hr@dublin.ca.gov.

The complaint procedure and form can also be obtained by writing to the Title VI Coordinator.

To file a written Title VI complaint, please use the following information:

City of Dublin – Human Resources/Risk Manager
Title VI Coordinator
100 Civic Plaza, 2nd Floor
Dublin, CA 94568

Appendix A

Master Agreement Administering Agency-State Agreement for Federal Aid Projects & Title VI Assurances

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
FEDERAL-AID PROJECTS

04	City of Dublin
District	Administering Agency

Agreement No. 04-5432F15

This AGREEMENT, is entered into effective this 30th day of March, 2022 , by and between City of Dublin, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs; and

2. WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and

3. WHEREAS, before federal funds will be made available for a specific program project, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving federal funds for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific "Authorization/Agreement Summary", herein referred to as "E-76" document, is approved by STATE and the Federal Highway Administration (FHWA).

2. The term "PROJECT", as used herein, means that authorized transportation related project and related activities financed in part with federal-aid funds as more fully-described in an "Authorization/ Agreement Summary" or "Amendment/Modification Summary", herein referred to as "E-76" or "E-76 (AMOD)" document authorized by STATE and the Federal Highway Administration (FHWA).

3. The E-76/E-76 (AMOD) shall designate the party responsible for implementing PROJECT, type of work and location of PROJECT.

4. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive federal-aid funds from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these federal funds that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.

5. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future authorizations/obligations and invoice payments for any on-going or future federal-aid project performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.

6. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of federal funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.

7. Federal, state and matching funds will not participate in PROJECT work performed in advance of the approval of the E-76 or E-76 (AMOD), unless otherwise stated in the executed project- specific PROGRAM SUPPLEMENT. ADMINISTERING AGENCY agrees that it will only proceed with the work authorized for that specific phase(s) on the project-specific E-76 or E-76 (AMOD). ADMINISTERING AGENCY further agrees to not proceed with future phases of PROJECT prior to receiving an E-76 (AMOD) from STATE for that phase(s) unless no further federal funds are needed or for those future phase(s).

8. That PROJECT or portions thereof, must be included in a federally approved Federal Statewide Transportation Improvement Program (FSTIP) prior to ADMINISTERING AGENCY submitting the "Request for Authorization".

9. ADMINISTERING AGENCY shall conform to all state statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

10. If PROJECT is not on STATE-owned right of way, PROJECT shall be constructed in accordance with LOCAL ASSISTANCE PROCEDURES that describes minimum statewide design standards for local agency streets and roads. LOCAL ASSISTANCE PROCEDURES for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY- approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current LOCAL ASSISTANCE PROCEDURES.

11. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and, where appropriate, an executed Cooperative Agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.

12. When PROJECT is not on the State Highway System but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

13. If PROJECT is using STATE funds, the Department of General Services, Division of the State Architect, or its designee, shall review the contract PS'&'E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if

applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

14. ADMINISTERING AGENCY will advertise, award and administer PROJECT in accordance with the current LOCAL ASSISTANCE PROCEDURES unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT.

15. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT who is not a consultant.

16. ADMINISTERING AGENCY shall submit PROJECT-specific contract award documents to STATE's District Local Assistance Engineer within sixty (60) days after contract award. A copy of the award documents shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY.

17. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within one hundred eighty (180) days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LOCAL ASSISTANCE PROCEDURES.

18. ADMINISTERING AGENCY shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

19. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM (Exhibit A attached hereto) and the NONDISCRIMINATION ASSURANCES (Exhibit B attached hereto). ADMINISTERING AGENCY further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of PROJECT-related work shall incorporate Exhibits A and B (with third party's name replacing ADMINISTERING AGENCY) as essential parts of such agreement to be enforced by that third party as verified by ADMINISTERING AGENCY.

ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a federal-aid PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights of way are available for construction purposes or will be available by the time of award of the construction contract.

2. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right of way for a PROJECT, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of relocation costs and damages to remainder real property not actually taken but injuriously affected by PROJECT. ADMINISTERING AGENCY shall pay, from its own non- matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights of way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY's right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from federal funds for expenditures incurred in purchasing only the necessary rights of way needed for the PROJECT after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State's current LOCAL ASSISTANCE PROCEDURES and STATE's Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her

business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY's relocation program is realistic and adequate to provide orderly, timely and efficient relocation of PROJECT-displaced persons as provided in 49 CFR, Part 24.

6. ADMINISTERING AGENCY shall, along with recording the deed or instrument evidencing title in the name of the ADMINISTERING AGENCY or their assignee, also record an Agreement Declaring Restrictive Covenants (ADRC) as a separate document incorporating the assurances included within Exhibits A and B and Appendices A, B, C and D of this AGREEMENT, as appropriate.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed federal-aid construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and FHWA and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE and FHWA. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future federal-aid projects of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE and FHWA. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission (CTC).

2. STATE'S financial commitment of federal funds will occur only upon the execution of this AGREEMENT, the authorization of the project-specific E-76 or E-76 (AMOD), the execution of each project-specific PROGRAM SUPPLEMENT, and STATE's approved finance letter.

3. ADMINISTERING AGENCY may submit signed invoices in arrears for reimbursement of participating PROJECT costs on a regular basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.

4. ADMINISTERING AGENCY agrees, at a minimum, to submit invoices at least once every six (6) months commencing after the funds are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six (6) month period.

5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

6. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursement of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.

8. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits '&' Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

9. Once PROJECT has been awarded, STATE reserves the right to de-obligate any excess federal funds from the construction phase of PROJECT if the contract award amount is less than the obligated amount, as shown on the PROJECT E-76 or E-76

(AMOD).

10. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or $40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

11. The estimated total cost of PROJECT, the amount of federal funds obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES hereto with a finance letter, a detailed estimate, if required, and approved E-76 (AMOD). Federal-aid funding may be increased to cover PROJECT cost increases only if such funds are available and FHWA concurs with that increase.

12. When additional federal-aid funds are not available, ADMINISTERING AGENCY agrees that the payment of federal funds will be limited to the amounts authorized on the PROJECT specific E-76 / E-76 (AMOD) and agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

13. ADMINISTERING AGENCY shall use its own non-federal funds to finance the local share of eligible costs and all expenditures or contract items ruled ineligible for financing with federal funds. STATE shall make the determination of ADMINISTERING AGENCY's cost eligibility for federal fund financing of PROJECT costs.

14. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

15. Federal and state funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

16. Federal funds encumbered for PROJECT are available for liquidation for a period of six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. State funds encumbered for PROJECT are available for liquidation only for six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. Federal or state funds not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance (per Government Code section 16304). The exact date of fund reversion will be reflected in the STATE signed finance letter for PROJECT.

17. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING

AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

18. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

19. ADMINISTERING AGENCY agrees, and will ensure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

20. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A'&'E services), and other applicable STATE and FEDERAL regulations.

21. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

22. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided hereunder or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty 30 days of demand, or within such other period as may be agreed to in writing between the PARTIES, STATE, acting through the State Controller, the State Treasurer, or any other public entity or agency, may withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may withhold approval of future ADMINISTERING AGENCY federal-aid projects.

23. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 22, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

24. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover State funds improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT

ARTICLE V
AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of ARTICLE V.

2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends $750,000 or more in Federal Funds in a single fiscal year. The Federal Funds received under a PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205.

5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

6. ADMINISTERING AGENCY shall not award a non-A'&'E contract over $5,000, construction contract over $10,000, or other contracts over $25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)) on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions 5, 6, 17, 19 and 20 of ARTICLE IV, FISCAL PROVISIONS, and provisions 1, 2, and 3 of this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING RECORDS RETENTION AND REPORTS.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner as required of all other PROJECT expenditures.

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with the LOCAL ASSISTANCE PROCEDURES.

ARTICLE VI - FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. By execution of this AGREEMENT, ADMINISTERING AGENCY certifies, to the best of the signatory officer's knowledge and belief, that:

A. No federal or state appropriated funds have been paid or will be paid, by or on behalf of ADMINISTERING AGENCY, to any person for influencing or attempting to influence an officer or employee of any STATE or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any STATE or federal contract, including this AGREEMENT, the making of any STATE or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any STATE or federal contract, grant, loan, or cooperative contract.

B. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this AGREEMENT, grant, local, or cooperative contract, ADMINISTERING AGENCY shall complete and submit Standard Form-LLL, "Disclosure Form to Rep Lobbying," in accordance with the form instructions.

C. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT and each PROGRAM SUPPLEMENT was or will be made or entered into. Submission of this certification is a prerequisite for making or entering into this AGREEMENT imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

2. ADMINISTERING AGENCY also agrees by signing this AGREEMENT that the language of this certification will be included in all lower tier sub-agreements which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

ARTICLE VII - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all state funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and the relevant Federal Regulations.

2. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

3. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE or the federal government.

4. Each project-specific E-76 or E-76 (AMOD), PROGRAM SUPPLEMENT and Finance Letter shall separately establish the terms and funding limits for each described PROJECT funded under the AGREEMENT. No federal or state funds are obligated against this AGREEMENT.

5. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT. ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.

6. ADMINISTERING AGENCY warrants, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the work actually performed, or in STATE's discretion, to deduct from the price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

7. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.

8. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE, FHWA or Federal Transit Administration (FTA) that may have an impact upon the outcome of this AGREEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of this AGREEMENT.

9. ADMINISTERING AGENCY hereby certifies that it does not have nor shall it acquire any financial or business interest that would conflict with the performance of PROJECT under this AGREEMENT.

10. ADMINISTERING AGENCY warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the work actually performed, or to deduct from the PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

12. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT.

13. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

14. Neither STATE nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under, or in connection with, any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. STATE reserves the right to terminate funding for any PROJECT upon written notice to ADMINISTERING AGENCY in the event that ADMINISTERING AGENCY fails to proceed with PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT, the bonding requirements if applicable, or otherwise violates the conditions of this AGREEMENT and/or PROGRAM SUPPLEMENT, or the funding

allocation such that substantial performance is significantly endangered.

16. No termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if not reasonably susceptible of cure within said thirty (30) day period, ADMINISTERING AGENCY proceeds thereafter to complete the cure in a manner and time line acceptable to STATE. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

17. In case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project- specific PROGRAM SUPPLEMENT, the terms stated in that PROGRAM SUPPLEMENT shall prevail over those in this AGREEMENT.

18. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

19. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT by their duly authorized officers.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By Darlene Wulff Digitally signed by Darlene Wulff Date: 2022.03.30 10:16:12 -07'00'

For Felicia Haslem

Chief, Office of Project Implementation
Division of Local Assistance

Date 3/30/22

City of Dublin

By Andrew C Russell

ANDREW C. RUSSELL

PUBLIC WORKS DIRECTOR

City of Dublin
Representative Name '&' Title
(Authorized Governing Body Representative)

Date MARCH 25, 2022

EXHIBIT A

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written

notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

EXHIBIT B

NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title
49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively ensure that in any agreement entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant

running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program ; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter

arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO EXHIBIT B

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agrees as follows:

(1) Compliance with Regulations: ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to ADMINISTERING AGENCY under the Agreement

within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B TO EXHIBIT B

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) *

(2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil

Rights Act of 1964.

APPENDIX C TO EXHIBIT B

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above- described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO EXHIBIT B

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

---

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

RESOLUTION NO. 1 - 07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

* * * * * * * * *

APPROVING MASTER AGREEMENT BETWEEN THE CITY OF DUBLIN AND CALTRANS FOR FEDERAL-AID PROJECTS

WHEREAS, a procedural step in receiving federal aid for transportation projects within the City of Dublin is to enter into a Master Agreement with the State Department of Transportation (Caltrans); and

WHEREAS, on January 20, 2000, the City Council of the City of Dublin adopted a resolution approving the Master Agreement with Caltrans; and

WHEREAS, the Master Agreement has been modified to reflect the new provisions of the Federal Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, also known as SAFETEA-LU, and Caltrans' Local Procedures Manual and Program Guidelines; and

WHEREAS, it is necessary for the City to approve a new Master Agreement for federal-aid projects;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the Master Agreement, which is attached hereto as "**Exhibit A**".

BE IT FURTHER RESOLVED that the Director of Public Works is authorized to execute the Master Agreement, any subsequent project related supplemental agreements and forms, and any succeeding amendments to the Master and Supplemental agreements.

PASSED, APPROVED AND ADOPTED this 16th day of January, 2007, by the following vote:

AYES: Councilmembers Hildenbrand, Oravetz, Sbranti and Scholz, and Mayor Lockhart

NOES: None

ABSENT: None

ABSTAIN: None

Mayor

ATTEST:

City Clerk

Agenda Item 5.6

STAFF REPORT
CITY COUNCIL

DATE: **September 16, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: 2025 Development Agreement Review
Prepared by: Jeff Baker, Assistant City Manager, and Anastasia Nelson, Administrative Aide

EXECUTIVE SUMMARY:

The City Council will receive a report on the annual review of active Development Agreements to ensure compliance with the terms and provisions of the Agreements pursuant to the California Government Code, Sections 65864 - 65869.5, and to Chapter 8.56 of the Dublin Municipal Code.

STAFF RECOMMENDATION:

Adopt the **Resolution** Finding that Developers Having Obligations Under Active Development Agreements and Supplemental Agreements as Amended, Have Complied in Good Faith with the Terms and Provisions of the Agreements.

FINANCIAL IMPACT:

The fiscal impacts of these projects were addressed as part of a fiscal analysis performed for each approved project. All financial obligations of the subject developers have been met pursuant to the terms provided in their respective Development Agreements.

DESCRIPTION:

Background
An annual review of active Development Agreements is required by California Government Code Sections 65864-65869.5 and Chapter 8.56 of the Dublin Municipal Code. During the review period, occurring in July and August of each year, Staff reviews each active Development Agreement to ensure compliance with the terms and provisions of the agreement. The burden of demonstrating good faith compliance is on the respective developer and/or property owner. Staff from the Finance, Community Development, Fire Prevention, Parks and Community Services, and Public Works departments complete a thorough and detailed assessment of the developer's compliance with the requirements contained in the

applicable agreements.

Following the review, Staff presents the findings and recommends to the City Council to either: (1) determine that the parties are in compliance and conclude the review; or (2) determine that the parties have not complied in good faith, in which case the City Council must request that the matter of compliance be considered at a noticed public hearing. At said public hearing, the City Council may modify or terminate the Development Agreement upon making certain findings based on substantial evidence that the developer has not complied in good faith with the Agreement.

Analysis

The following active Development Agreements, identified in Table 1 below, were subject to the 2025 annual review. Based on Staff's review, all required public improvements, payments, and scheduled financial obligations have been satisfied by each of the developers and property owners. Staff concluded that each of the developers/owners is proceeding in good faith with the terms of their Development Agreement and is therefore recommending that the report be accepted by the City Council and the annual review be concluded.

Table 1: Active Development Agreements

No.	Development Project	Expiration Date	Compliant
1.	Bex Development (Branaugh Property)	04/20/2033	Yes
2.	Dublin Crossings (Boulevard)	12/20/2033	Yes
3.	Dublin Fallon 580 Project	09/19/2034	Yes
4.	Kaiser Dublin Medical Center	11/04/2041	Yes
5.	SCS Dublin Project (The DC)	01/05/2028	Yes

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

No public notice is required. However, a formal notification of the 2025 Development Agreement Annual Review was sent to the parties of the Development Agreements. The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Finding that Developers Having Obligations Under Active Development Agreements and Supplemental Agreements as Amended, Have Complied in Good Faith with the Terms and Provisions of the Agreements

RESOLUTION NO. XX – 25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

FINDING THAT DEVELOPERS HAVING OBLIGATIONS UNDER ACTIVE DEVELOPMENT AGREEMENTS AND SUPPLEMENTAL AGREEMENTS AS AMENDED, HAVE COMPLIED IN GOOD FAITH WITH THE TERMS AND PROVISIONS OF THE AGREEMENTS

WHEREAS, as of July 1, 2025, the following projects have active Development Agreements with the City of Dublin: Bex Development (Branaugh Property), Dublin Crossings (Boulevard), Dublin Fallon 580 Project, Kaiser Dublin Medical Center, and SCS Dublin Project (The DC); and

WHEREAS, the annual review of active Development Agreements is required by California Government Code Sections 65864 – 65869.5, and Chapter 8.56 of the Dublin Municipal Code; and

WHEREAS, during the review period, occurring in July and August of each year, Staff reviews the development agreements to ensure compliance with the terms and provisions of the Agreements; and

WHEREAS, the burden of demonstrating good faith compliance with the Agreements rests with the Developers; and

WHEREAS, the appropriate City Departments have reviewed each of the active Development Agreements, and confirmed that the developers are in compliance with the terms of the Agreements; and

WHEREAS, Staff presents and recommends the City Council determine the parties are in compliance and conclude the review.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin concludes its review of the above referenced active Development Agreements and Supplemental Agreements as Amended, and determines that the Developers having obligations under said Agreements have complied in good faith with the terms and provisions of the Agreements.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 16th day of September 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: **September 16, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Annual Review of the City's Statement of Investment Policy
Prepared by: Jay Baksa, Finance Director

EXECUTIVE SUMMARY:

The City Council will consider a resolution completing the annual review of the Statement of Investment Policy. The Policy has been updated to align with the City's Mission, Vision, and Values, as identified in the City's Strategic Plan by adding three new categories to the prohibited investment list. Additionally, City Staff relocated existing prohibitions into the designated "Prohibited Investments" section for consistency and clarity.

While not required by statute, annual review of a local agency's investment policy is recommended by the California Debt and Investment Advisory Commission and is included as a requirement in the City Policy.

STAFF RECOMMENDATION:

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

FINANCIAL IMPACT:

None.

DESCRIPTION:

The current Statement of Investment Policy, adopted on August 21, 2007, states that it is subject to annual review by the City Council and that the review shall be conducted by the second meeting in September (Section XVIII). The Policy was last revised on September 17, 2024 to reflect the current organizational structure of the Finance Department. That revision also added language to provide more flexibility in the City's investment strategy. Specifically, it authorized the City to invest in any Joint Powers Authority investment pool that meets the criteria of the California Government Code Section 6509.7.

Finance and Investment Subcommittee
During the 2024 review of the Policy, the City Council directed Staff to create a Finance and Investment Committee (FIC) that have the responsibility of reviewing and making recommendations on financial matters, including the city's investment policy and strategy. The FIC was formally established on October 15, 2024, with Vice Mayor Kashef Qaadri and Councilmember Michael McCorriston appointed as the inaugural members.

In response to community feedback about the types of companies in which the City invests, the FIC conducted a comprehensive review of the Policy. The FIC explored the incorporation of additional Socially Responsible Investing (SRI) practices and Environmental, Social, and Governance (ESG) standards. SRI is an investment strategy that aims to generate financial returns while excluding companies or industries that conflict with specific social, environmental, or ethical values. ESG investing integrates environmental, social, and governance criteria into investment analysis and decision-making. The objective is to identify risks and opportunities that may not be captured through traditional financial analysis alone.

At its June 2, 2025 meeting, the FIC received a report outlining potential approaches for integrating SRI and ESG standards into the Policy. The report also summarized the Boycott, Divestment, Sanctions (BDS) and American Friends Service Committee (AFSC) movements and related actions taken by other agencies (Attachment #4).

Following the discussion, the FIC directed Staff to:

- Request a sample ESG report from the City's investment management consultant, Chandler Asset Management.
- Draft an updated Policy that clarifies investments should reflect the City's Mission, Vision, and Values.
- Add three new business sectors to the Policy's prohibited investments list:
    - Companies that develop or manufacture commodities that facilitate violence or war.
    - Companies engaged in border or mass surveillance industries.
    - Companies involved in mass incarceration or detention industries.
- Relocate all existing prohibited investment types into a dedicated section of the Policy for clarity.

On August 8, 2025, the FIC reviewed the requested sample ESG report and the draft updated Policy. At that meeting, the FIC approved the updated Policy, with additional clarifying language, and recommended that:

- The City's portfolio be reviewed annually to ensure alignment with the City's Mission, Vision, and Values.
- The City's investment advisor provide an annual ESG report as part of this review process.

Proposed Changes
Based on the recommendations of the FIC and Staff's review in consultation with Chandler, Staff has revised the Policy to include the following updates:

Section XI: Prohibited Investment Practices and Instruments

- Added language stating that all City investments will be guided by the City's Mission, Vision, and Values, and that the portfolio will be reviewed annually, with prohibited investments updated as needed.

- Clarified that the Intercontinental Exchange Bank of America Index Family's classification system will be used to identify business sectors for the purpose of excluding prohibited investment types. This system is an industry standard and ensures consistency in evaluating potential exclusions.

- Added three new business sectors to the list of prohibited investments:
    - Companies that develop or manufacture commodities that facilitate violence or war.
    - Companies engaged in border or mass surveillance industries.
    - Companies involved in mass incarceration or detention industries.

XIV. Investment Risk
The Policy previously excluded three business sectors—fossil fuel companies, tobacco and tobacco-related companies, and companies supporting firearm production—within Section XIV (Investment Risk). For clarity and consistency, these exclusions have been relocated to Section XI (Prohibited Investment Practices and Instruments).

The attached Resolution documents the annual review and confirms the delegation of authority to Staff to complete investment transactions. The Policy is provided as Exhibit A to the Resolution.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving the Annual Review of the Statement of Investment Policy and Delegation of Authority to Complete Investment Transactions
2) Exhibit A to the Resolution - Statement of Investment Policy for the City of Dublin
3) Statement of Investment Policy for the City of Dublin (Redline)
4) June 2, 2025 Finance and Investment Committee Agenda Item #2.2 Staff Report (without attachments)

RESOLUTION NO. XX – 25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE ANNUAL REVIEW OF THE STATEMENT OF INVESTMENT POLICY AND DELEGATION OF AUTHORITY TO COMPLETE INVESTMENT TRANSACTIONS

WHEREAS, on August 21, 2007 the City Council adopted Resolution 152-07 approving a City Investment Policy (Policy); and

WHEREAS, Section XVIII of the Policy requires an annual review by the City Council no later than the second meeting in September; and

WHEREAS, the last modification to the policy was approved by the Council at the City Council meeting of September 17, 2024; and

WHEREAS, the focus of the annual review is to allow for any adjustments as a result of changes in State laws or other recommended modifications; and

WHEREAS, consistent with the provisions of Government Code Section 53607, the Policy provides for the City Council to delegate for a one-year period the authority to invest City funds to the City Treasurer and any duly appointed Deputy City Treasurer; and

WHEREAS, Staff recommends changes to the Investment Policy to align with the City's Mission, Vision, and Values, and relocating language for clarity and consistency; and

WHEREAS, the City Council reviewed the Investment Policy at the September 16, 2025 meeting.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby in accordance with California Government Code 53646(a)(2) complete the annual review of the Statement of Investment Policy, as attached hereto as **Exhibit A**.

BE IT FURTHER RESOLVED that the City Council action explicitly renews the delegation of authority to complete investment transactions by City Staff (Finance Director designated as the City Treasurer and the City Manager designated as the Deputy City Treasurer), as described in Section IV of the Policy.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 16th day of September 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

STATEMENT OF INVESTMENT POLICY FOR THE CITY OF DUBLIN

I. INTRODUCTION

This Statement of Investment Policy is intended to identify various policies and procedures that will foster a prudent and systematic investment program designed to seek the City's objectives of safety, liquidity and return through a diversified investment portfolio. This policy also serves to organize and formalize the City's investment-related activities, while complying with all applicable status governing the investment of public funds.

II. SCOPE

This policy covers all funds and investment activities under the direct authority of the City of Dublin, as set forth in the State Government Code, sections 53600 et seq., excluding any bond-related proceeds or reserves, which are governed by their bond indentures. Cash held by the City shall be pooled in order to more effectively manage City cash resources. All pooled funds are accounted for in the City's Comprehensive Annual Financial Report and include:

Funds
General Fund
Special Revenue Funds
Capital Project Funds
Internal Service Funds
Enterprise Funds
Agency Funds

This original investment policy was adopted by the City of Dublin (the "City"), on August 21, 2007. This update to the Policy is effective on September 16, 2025 and replaces any previous versions.

III. OBJECTIVES

The overall program shall be designed and managed with a degree of professionalism worthy of the public trust. The primary objectives, in order of priority, of the City's investment activities shall be:

1) *Safety:* Safety of principal is the foremost objective of the investment program. The City's investments shall be undertaken in a manner that seeks to safeguard the principal of the funds under its control by maintaining an appropriate risk level.

2) *Liquidity:* The City's investment portfolio will remain sufficiently liquid to enable the City to meet its reasonably anticipated cash flow requirements.
3) *Return:* Return should become a consideration only after the basic requirements of safety and liquidity have been met. The City seeks to attain market average rate of return on its investments throughout economic cycles, consistent with constraints imposed by its safety objectives and cash flow considerations.
4) *Diversification:* The investment portfolio will be diversified to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions. This shall also conform with applicable sections of the Government Code.

IV. DELEGATION OF AUTHORITY

As authorized in Government Code Section 53607, the City Council delegates the authority to invest funds of the City to the City Treasurer and/or any duly appointed Deputy City Treasurer. The City Treasurer and any duly appointed Deputy City Treasurer shall make all investment decisions and transactions in strict accordance with State law and this investment policy. The Finance Director shall be designated as the City Treasurer and the City Manager shall be designated as the Deputy City Treasurer. This delegation shall be for a one-year period until the delegation of authority is revoked or expires. The City Council may renew the authority each year as part of an annual review of this policy.

The City Treasurer shall establish procedures for the operation of the investment program. The City Treasurer shall be also responsible for all transactions undertaken and establishing a system of controls to regulate the activities of subordinates.

The City recognizes that in a diversified portfolio, occasional measured losses may be inevitable and must be considered within the context of the overall portfolio's return and the cash flow requirements of the City. Authorized individuals acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

The City may engage the services of one or more external investment managers to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. Such external managers may be granted discretion to purchase

and sell investment securities in accordance with this investment policy. Such managers must be registered under the Investment Advisors Act of 1940.

V. PRUDENCE

Pursuant to California Government Code Section 53600.3, all persons authorized to make investment decisions on behalf of the City are trustees and therefore fiduciaries subject to the prudent investor standard: "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency."

VI. ETHICS AND CONFLICTS OF INTEREST

All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust. Thus, employees and officials involved in the investment process shall refrain from personal business activity that conflicts with proper execution of the investment program or impairs their ability to make impartial investment decisions. Additionally, the City Treasurer and the Deputy Treasurer shall file applicable financial disclosures as required by the Fair Political Practices Commission (FPPC).

VII. INTERNAL CONTROLS

The Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by City management. Periodically, as deemed appropriate by City management and/or the City Council, an independent analysis by an external auditor shall be conducted to review internal controls, account activity and compliance with policies and procedures.

VIII. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

To the extent practical the Treasurer shall endeavor to complete investment transactions using a competitive bid process whenever possible. It shall be the City's policy to purchase securities only from authorized institutions and firms. No deposit of public funds shall be made except in a qualified public depository as established by state laws.

Institutions eligible to transact investment business with the City include:

1) Primary government dealers as designated by the Federal Reserve Bank and non-primary government dealers
2) Nationally or state-chartered banks
3) The Federal Reserve Bank
4) Direct issuers of securities eligible for purchase

The Treasurer shall maintain procedures for establishing a list of authorized broker/dealers and financial institutions which are approved for investment purposes. These may include primary or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-I (uniform net capital rule). The City requires each firm that will be used for the purchase or sale of securities to be evaluated by the Treasurer prior to any investments. The firms shall submit current financial statements, and annual audited financial statements each year thereafter, which are to be evaluated by the Treasurer. At a minimum, the firm must be financially sound and have been in business a minimum of three years. In addition, the firms must provide: proof of National Association of Security Dealers membership, proof of state registration or exemption, and certificate of having read the City's investment policy.

If an investment adviser is retained by the City, then that adviser will be permitted to use their own list of approved broker/dealers and financial institutions for investment purposes.

IX. AUTHORIZED AND SUITABLE INVESTMENTS

The City's investments are governed by Government Code, Sections 53600 et seq. Within the investments permitted by the Government Code, the City seeks to further restrict eligible investments to the guidelines listed below. In the event an apparent discrepancy is found between this Policy and the Government Code, the more restrictive parameters will take precedence. Percentage holding limits listed in this

section apply at the time the security is purchased. Any investment currently held at the time the Policy is adopted which does not meet the new Policy guidelines can be held until maturity, and shall be exempt from the current Policy. At the time of the investment's maturity or liquidation such funds shall be reinvested only as provided in the most current Policy.

An appropriate risk level shall be maintained by primarily purchasing securities that are of high quality, liquid, and marketable. The portfolio shall be diversified by security type and institution to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions.

1) United States Treasury Issues. United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest. There is no limitation as to the percentage of the portfolio that may be invested in this category. The maximum maturity of these securities is ten years. The City Council authorized investments in United States Treasury Issues beyond five years on September 6, 2022.

2) Federal Agency Obligations. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government- sponsored enterprises. There is no limitation as to the percentage of the portfolio that may be invested in this category. However, the portfolio's exposure to any one federal agency issuer is limited to 35 percent of the overall portfolio. The limit of the overall portfolio's exposure to callable federal agency securities is 25 percent. The maximum maturity for agency securities is ten years. The City Council authorized investments in Federal Agency Obligations beyond five years on September 6, 2022.

3) Bankers' Acceptances. Bankers' acceptances, otherwise known as bills of exchange or time drafts, that are drawn on and accepted by a commercial bank. Bankers' acceptances must be secured by the irrevocable primary obligation of the accepting domestic bank. Purchasers are limited to issuers whose short-term debt is rated "A- 1" or higher, or the equivalent, by a Nationally Recognized Statistical-Rating Organization (NRSRO). Bankers' acceptances cannot exceed a maturity of 180 days. A maximum of 40 percent of the portfolio may be invested in this category. The amount invested in bankers' acceptances with any one financial

institution in combination with any other debt from that financial institution shall not exceed 20 percent of the portfolio.

4) Commercial Paper. Commercial paper of "prime" quality rated "A-1" or higher, or the equivalent, by a NRSRO. The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (a) or paragraph (b):

    a. The entity meets the following criteria: (i) Is organized and operating in the United States as a general corporation. (ii) Has total assets in excess of five hundred million dollars ($500,000,000). (iii) Has debt other than commercial paper, if any, that is rated "A" or higher by a nationally recognized statistical-rating organization.

    b. The entity meets the following criteria: (i) Is organized within the United States as a special purpose corporation, trust, or limited liability company. (ii) Has program wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or surety bond. (iii) Has commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical-rating organization.

    Eligible commercial paper shall have a maximum maturity of 270 days or less and not represent more than 10 percent of the outstanding paper of an issuing corporation. A maximum of 25 percent of the portfolio may be invested in this category. Under a provision of the California Government Code sunsetting on January 1, 2026, no more than 40 percent of the portfolio may be invested in Commercial Paper if the Agency's investment assets under management are greater than $100,000,000. The amount invested in commercial paper of any one issuer in combination with any other debt from that issuer shall not exceed 20 percent of the portfolio.

5) Negotiable Certificates of Deposit. Negotiable certificates of deposit (NCDs) issued by a nationally or state-chartered bank, a savings association or a federal association, a state or federal credit union, or by a state-licensed branch of a foreign bank. Purchases are limited to institutions which have long-term debt rated "A" or better and/or have short-term debt rated at least "A-1" or higher, or the equivalent by a NRSRO. A maximum of 30 percent of the portfolio may be invested in this category. The amount invested in NCDs with any one financial institution in combination with any other debt from that financial institution shall not exceed 20 percent of the portfolio. The maximum maturity of these securities is five years.

6) Time Certificates of Deposit. Time Certificates of Deposit (TCDs) placed with commercial banks and savings and loans. The purchase of TCDs from out-of-state banks or savings and loans is prohibited. The amount on deposit shall not exceed the shareholder's equity in the financial institution. To be eligible for purchase, the financial institution must have received a minimum overall satisfactory rating for meeting the credit needs of California Communities in its most recent evaluation, as provided Government Code Section 53635.2. TCDs are required to be collateralized as specified under Government Code Section 53630 et. seq. The Treasurer, at his discretion, may waive the collateralization requirements for any portion that is covered by federal (FDIC) insurance. The City shall have a signed agreement with the depository per Government Code Section 53649. The maximum maturity of these securities may not exceed one (1) year in maturity. A maximum of 10 percent of the portfolio may be invested in this category.

7) Mutual Funds and Money Market Mutual Funds that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940, provided that,

   a. **MUTUAL FUNDS** that invest in the securities and obligations as authorized under California Government Code, Section 53601 (a) to (k) and (m) to (q) inclusive and that meet either of the following criteria:
      i. Attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
      ii. Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by California Government Code, Section 53601 and with assets under management in excess of $500 million.
      iii. No more than 10% of the total portfolio may be invested in shares of any one mutual fund.

   b. **MONEY MARKET MUTUAL FUNDS** registered with the Securities and Exchange Commission under the Investment Company Act of 1940 and issued by diversified management companies and meet either of the following criteria:
      i. Have attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or

ii. Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of $500 million.
iii. No more than 20% of the total portfolio may be invested in Money Market Mutual Funds.

c. No more than 20% of the total portfolio may be invested in these securities.

8) State of California Local Agency Investment Fund (LAIF). The City may invest up to the maximum as permitted by LAIF. For due diligence, the Treasurer shall maintain on file a copy of LAIF's current Answer Book.

9) Joint Powers Authority (JPA) Pools, provided that: The JPA is organized pursuant to California Government Code Section 6509.7 and invests in the securities and obligations authorized in subdivisions (a) to (r), inclusive. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the JPA. The JPA has retained an investment advisor who is registered with the SEC (or exempt from registration), has assets under management in excess of $500 million, and has at least five years' experience investing in instruments authorized by Section 53601, subdivisions (a) to (q).

10) Medium Term Notes. Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Purchases are limited to securities rated "A" or higher, or the equivalent, by a NRSRO. A maximum of 30 percent of the City's portfolio may be invested in this category and a maximum of 5 percent with any one issuer. The maximum maturity of these securities is five years.

11) Asset-Backed, Mortgage-Backed, Mortgage Pass-Through Securities, and Collateralized Mortgage Obligations, from issuers not defined in the Federal Agency Obligations Subdivision. The City may purchase such securities provided that they are rated "AA" or higher, or the equivalent, by a NRSRO. Purchase of securities authorized by this subdivision may not exceed 20 percent of the portfolio, and a maximum of 5 percent per issue. The maximum maturity of these securities is five years.

12) Municipal Securities. Obligations of the State of California, any of the other 49 states, or any local agency within the State of California, may be purchased by the City provided that long-term obligations are rated "A" or higher, or the equivalent, by at least one NRSRO. There are no limits on the dollar amount or percentage that the city may invest in municipal securities; however, investments in these securities are limited to a maximum of 5 percent with any single issuer. The maximum maturity of these securities is ten years. The City Council authorized investments in Municipal Securities beyond five years on September 6, 2022.

13) Supranationals provided that issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank. The securities must be rated in a rating category of “AA” or its equivalent by a NRSRO. No more than 30% of the portfolio may be invested in these securities, and no more than 10% of the portfolio may be invested in any single issuer. The maximum maturity does not exceed five (5) years.

X. AUTHORIZED INVESTMENTS FOR BOND PROCEEDS

Bond proceeds shall be invested in securities permitted by the applicable bond documents. If the bond documents are silent as to the permitted investments, bond proceeds will be invested in securities permitted by this Policy. Notwithstanding the provisions of the Policy, the percentage or dollar portfolio limitations listed elsewhere in this Policy do not apply to bond proceeds. In addition to the securities listed in Section IX above, bond proceeds may be invested in structured investment products if approved by the Treasurer.

XI. PROHIBITED INVESTMENT PRACTICES AND INSTRUMENTS

City Investments will be guided by the City’s Mission, Vision, and Values and during the annual review of the Investment Policy, the City shall review the portfolio and identify and update prohibited investments as needed.

The Intercontinental Exchange Bank of America Index Family’s classification system will be used to identify business sectors for the purpose of excluding prohibited investment types.

The City will not invest in fossil fuel companies, tobacco or tobacco-related companies and companies that support the production of firearms.

The City will not invest in companies that develop or manufacture commodities that facilitate violence or war.

The City will not invest in companies that engage in border or mass surveillance industries.

The City will not invest in companies that are involved in mass incarceration or detention industries.

The City shall not make investments for the purpose of trading or speculation as the dominate criterion such as anticipation of appreciation of capital value through changes in market rates.

Any investment in a security not specifically listed as an Authorized and Suitable Investment above, but otherwise permitted by the Government Code, is prohibited without the prior approval of the City Council. Section 53601.6 of the Government Code specifically disallows investments in invoice floaters, range notes, or interest-only strips that are derived from a pool of mortgages. Under a provision of the California Government Code sunsetting on January 1, 2026, securities backed by the United States Government that could result in a zero or negative interest accrual if held to maturity are permitted.

XII. REVIEW OF INVESTMENT PORTFOLIO

The City Treasurer shall periodically, but no less than quarterly, review the portfolio to identify investments that do not comply with this investment policy and establish protocols for reporting major and critical incidences of noncompliance to the City Council.

XIII. TERM OF INVESTMENTS

Funds of the City will be invested in accordance with sound treasury management principles. It is the objective of this Policy to provide a system which will accurately monitor and forecast revenues and expenditures so that the City can invest funds to the fullest extent possible.

The maximum maturity of individual investments shall not exceed the limits set forth in under Authorized and Suitable Investments. No investment shall exceed a maturity of five years from the date of purchase unless the City Council has granted express

authority to make that investment either specifically or as a part of an investment program approved by the City Council no less than three months prior to the investment.

XIV. INVESTMENT RISK

a. MARKET RISK

Market risk is the risk that the portfolio will decline in value (or will not optimize its value) due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City shall mitigate market risk by providing adequate liquidity for short-term cash needs, and by making some longer-term investments only with funds that are not needed for current cash flow purposes.

The City further recognizes that certain types of securities, including variable rate securities, securities with principal pay-downs prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

i. The maximum stated final maturity of individual securities in the portfolio shall be five years, unless otherwise stated in this policy;
ii. The City shall maintain a minimum of three months of budgeted operating expenditures in cash, cash equivalents and short-term investments; and
iii. The duration of the portfolio will typically be approximately equal to the duration of a market index, selected by the City as its performance benchmark, which meets the City's needs for cash flow and level of risk tolerance plus or minus 20%.

b. CREDIT RISK

In general, the City's portfolio will be diversified to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions, such as credit risk. Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of

the issuer to repay its debt. The City shall mitigate credit risk by adopting the following strategies:

i. The diversification requirements included in Section IX are designed to mitigate credit risk in the portfolio;
ii. No more than 5% of the total portfolio may be deposited with or invested in securities issued by any single issuer unless otherwise specified in this policy.
iii. The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to improve the quality, liquidity or return of the portfolio in response to market conditions or the City's risk preferences; and
iv. If a security owned by the City is downgraded to a level below the requirements of this policy, making the security ineligible for additional purchases, the following steps will be taken:
    1. Any actions taken related to the downgrade by the investment manager will be communicated to the City in a timely manner.
    2. If a decision is made to retain the security, the credit situation will be monitored and reported back to the City.

XV. SAFEKEEPING AND CUSTODY

Investment securities are to be purchased when possible in book-entry form in the City's name. All security transactions entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis. All cash and securities in the City's portfolio shall be held in safekeeping in the City's name by a third-party bank trust department, acting as agent for the City under the terms of a custody agreement executed by the bank and the City. All investment transactions will require a safekeeping receipt or acknowledgment generated from the trade. A monthly report will be received by the City from the safekeeping institution listing all securities held in safekeeping with current market data and other information. The only exception to the foregoing shall be depository accounts and securities purchases made with: (i) local government investment pools; (ii) time certificates of deposit, and, (iii) money mutual funds, since the purchased securities are not deliverable. Term and non-negotiable instruments, such as certificates of deposit, can be held by the Treasurer, or in safekeeping as the Treasurer deems appropriate.

XVI. PERFORMANCE BENCHMARK

The investment portfolio shall be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, the cash flow characteristics of the portfolio, and state and local laws, ordinances or resolutions that restrict investments. The Treasurer shall monitor and evaluate the portfolio's performance relative to the market benchmark, which will be included in the Treasurer's quarterly report. The Treasurer shall select an appropriate, readily available index to use as a benchmark.

XVII. REPORT INFORMATION

The Treasurer shall prepare a report to the City Council not less than semi-annually which is available each year within 60 days following December 31st and June 30th. The semi-annual report shall be presented at a subsequent regularly scheduled City Council Meeting. The report shall be inclusive of a monthly listing of investment transactions. At a minimum the report shall include the following (Revised 9-18-2012):

a. Type of Investment
b. Issuer
c. Date of Maturity
d. Par and dollar amount invested
e. Current Market Value as of the date of the report
f. Source of the market value information
g. A list of investment transactions.
h. A statement of compliance with the investment policy
i. A statement as to the ability of the City to meet its expenditure requirements for the next six months

In addition, the City Treasurer will submit a monthly transaction report to the City Council.

XVIII. REVIEW OF INVESTMENT POLICY

This policy shall be subject to review by the City Council on an annual basis, by the second Council meeting in September. Any recommended modifications or amendments shall be presented by Staff to the City Council for their consideration and adoption.

GLOSSARY OF TERMS

ACCRUED INTEREST: Interest earned but not yet received.

AGENCIES: Federal agency securities and/or Government-sponsored enterprises. Examples of well-known agencies that issue bonds are Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac"), Federal National Mortgage Association (FNMA or "Fannie Mae"), and the Federal Home Loan Bank.

AMORTIZATION: An accounting practice of gradually decreasing (increasing) an asset's book value by spreading its depreciation (accretion) over a period of time.

ASKED: The price at which securities are offered.

ASSET BACKED SECURITIES: Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

BANKERS' ACCEPTANCE (BA): A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BASIS POINT: One basis point is one hundredth of one percent (.0 I).

BENCHMARK: A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

BID PRICE: The price offered by a buyer of securities. (When you are selling securities, you ask for a bid.) See Offer.

BOND: A financial obligation for which the issuer promises to pay the bondholder a specified stream of future cash flows, including periodic interest payments and a principal repayment.

BOOK ENTRY: The system maintained by the Federal Reserve, by which most money market securities are delivered to an investor's custodial bank. The Federal Reserve maintains a computerized record of the ownership of these securities and records any changes in ownership corresponding to payments made over the Federal Reserve wire (delivery versus payment.)

BOOK VALUE: The value at which a debt security is shown on the holder's balance sheet. Book value is acquisition cost less amortization of premium or accretion of discount.

BROKER: A broker brings buyers and sellers together for a commission.

CALLABLE BOND: A bond issue in which all or part of its outstanding principal amount may be redeemed before maturity by the issuer under specified conditions.

CALL PRICE: The price at which an issuer may redeem a bond prior to maturity. The price is usually at a slight premium to the bond's original issue price to compensate the holder for loss of income and ownership.

CALL RISK: The risk to a bondholder that a bond may be redeemed prior to maturity.

CERTIFICATE OF DEPOSIT (CD): A deposit insured up to $100,000 by the FDIC at a set rate for a specified period of time.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COLLATERALIZED MORTGAGE OBLIGATION (CMO): Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

COMMERCIAL PAPER: An unsecured promissory note of industrial corporations, utilities and bank holding companies having assets in excess of $500 million and an "A" or higher rating for the issuer's debentures. Interest is discounted from par and calculated using the actual number of days on a 360-day year. The notes are in bearer form, mature from one to 270 days and generally start at $100,000. There is a secondary market for commercial paper and an investor may sell them prior to maturity. Unused lines of credit back commercial paper from major banks.

COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR): The official annual financial report for the City. It includes combined statements and basic financial statements for each individual fund and account group prepared in conformity with Generally Accepted Accounting Principles (GAAP). Supplemental information is also included including a detailed multi-year comparative statistics.

COST YIELD: The annual income from an investment divided by the purchase cost. Because it does not give effect to premiums and discounts which may have been included in the purchase cost, it is an incomplete measure of return.

COUPON: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

CREDIT RISK: The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

CURRENT YIELD: The interest paid on an investment expressed as a percentage of the current price of the security.

CUSTODY: A banking service that provides safekeeping for the individual securities in a customer's investment portfolio under a written agreement which also calls for the bank to collect and pay out income, and to buy, sell, receive and deliver securities when ordered to do so by the account holder.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DEBENTURE: A bond secured only by the general credit of the issuer.

DELIVERY VERSUS PAYMENT (DVP): Delivery versus payment is delivery of securities with an exchange of money for the securities.

DERIVATIVES: (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

DISCOUNT: The difference between the cost price of a security and its value at maturity when quoted at lower than face value.

DISCOUNT SECURITIES: Non-interest-bearing money market instruments that are issued a discount and redeemed at maturity for full face value, e.g., U.S. Treasury Bills.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

DURATION: A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity.

The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

FEDERAL CREDIT AGENCIES: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to $100,000 per deposit.

FEDERAL FUNDS RATE: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): Government sponsored wholesale banks (currently 12 regional banks) which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA or Fannie Mae): FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). The corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven-member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

FED WIRE: A wire transmission service established by the Federal Reserve Bank to facilitate the transfer of funds through debits and credits of funds between participants within the Fed system.

FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC or Freddie Mac): A United States government sponsored corporation.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA or FmHA mortgages. The term "pass-throughs" is often used to describe Ginnie Maes.

HAIRCUT: The margin or difference between the actual market value of a security and the value assessed by the lending side of a transaction (i.e. a repo).

INTEREST RATE: The annual yield earned on an investment, expressed as a percentage.

LEVERAGE: Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

LIQUIDITY: Refers to the ability to easily and rapidly convert a security into cash.

LOCAL AGENCY INVESTMENT FUND (LAIF): The local Agency Investment Fund (LAIF) is a special fund in the California State Treasury created and governed pursuant to Government Code Sections 16429.1 et seq. There are limits on the maximum dollars deposited by a city as well as the number of transactions allowed each month.

LOCAL GOVERNMENT INVESTMENT POOL (LGIP): The aggregate of all funds from political subdivisions that are placed in custody of the State Treasurer for investment and reinvestment.

MAKE WHOLE CALL: A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

MARGIN: The difference between the market value of a security and the loan a broker makes using that security as collateral.

MARKET RISK: The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold on a specific date.

MARKING TO MARKET: The process of posting current market values for securities in a portfolio.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MEDIUM TERM NOTES (MTNs): Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts on either a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

MODIFIED DURATION: The percent change in price for a 100 basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

MONEY MARKET: The market in which short-term debt instruments (T-bills, discount notes, commercial paper, and banker's acceptances) are issued and traded.

MONEY MARKET MUTUAL FUND: Mutual funds that invest solely in money market instruments (short- term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, and federal funds).

MORTGAGE PASS THROUGH SECURITIES: A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

MUNICIPAL SECURITIES: Securities issued by state and local agencies to finance capital and operating expenses.

MUTUAL FUND: An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

NATIONAL ASSOCIATION OF SECURITIES DEALERS (NASD): A self-regulatory organization (SRO) of brokers and dealers in the over-the-counter securities business. Its regulatory mandate includes authority over firms that distribute mutual fund shares as well as other securities.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATIONS (NSROs); Credit rating agencies whose ratings are permitted to be used for regulatory purposes such as those imposed by the Securities and Exchange Commission.

NEGOTIABLE CERTIFICATE OF DEPOSIT: A large denomination certificate of deposit which can be sold in the open market prior to maturity.

NEW ISSUE: Term used when a security is originally "brought" to market.

OFFER: The price asked by a seller of securities. (When you are buying securities, you ask for an offer.) See Asked and Bid.

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve' s most important and most flexible monetary policy tool.

PORTFOLIO: Collection of securities held by an investor.

PREMIUM: The amount by which the price paid for a security exceeds the security's par value.

PREPAYMENT SPEED: A measure of how quickly principal is repaid to investors in mortgage securities.

PREPAYMENT WINDOW: The time period over which principal repayments will be received on mortgage securities at a specified prepayment speed.

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

PRINCIPAL: The face value or par value of a debt instrument, or the amount of capital invested in a given security.

PRUDENT PERSON (PRUDENT INVESTOR) RULE: A standard of responsibility which applies to fiduciaries. In California, the rule is stated as "Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that

a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes."

PURCHASE DATE: The date on which a security is purchased for settlement on that or a later date.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

REALIZED YIELD: The change in value of the portfolio due to interest received and interest earned and realized gains and losses. It does not give effect to changes in market value on securities, which have not been sold from the portfolio.

REGIONAL DEALER: A financial intermediary that buys and sells securities for the benefit of its customers without maintaining substantial inventories of securities and that is not a primary dealer.

REPURCHASE AGREEMENT (RP OR REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this.

RULE 2a-7 OF THE INVESTMENT COMPANY ACT: Applies to all money market mutual funds and mandates such funds to maintain certain standards, including a 13- month maturity limit and a 90-day average maturity on investments, to help maintain a constant net asset value of one dollar ($1.00).

SAFEKEEPING: See CUSTODY.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors m securities transactions by administering securities legislation.

SETTLEMENT DATE: The date on which a trade is cleared by delivery of securities against funds.

STRUCTURED NOTE: A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities or indices. Examples include inverse

floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and "dual index floaters," which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

TENNESSEE VALLEY AUTHORITY (TVA): The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio, and Mississippi River valleys. TVA currently issues discount notes and bonds.

TIME CERTIFICATE OF DEPOSIT: A non-negotiable certificate of deposit which cannot be sold prior to maturity.

TOTAL RATE OF RETURN: A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

TREASURY BILLS: A non-interest-bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year and are sold on a discount basis.

TREASURY BONDS: Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than 10 years.

TREASURY NOTES: Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of I to 10 years.

U.S. GOVERNMENT AGENCIES: Instruments issued by various US Government Agencies most of which are secured only by the credit worthiness of the particular agency.

VOLATILITY: The rate at which security prices change with changes in general economic conditions or the general level of interest rates.

WEIGHTED AVERAGE MATURITY (WAM): The average maturity of all the securities that comprise a portfolio that is typically expressed in days or years.

YIELD: The rate of annual income return on an investment, expressed as a percentage. It is obtained by dividing the current dollar income by the current market price of the security.

YIELD TO MATURITY: The rate of income return on an investment, minus any premium or plus any discount, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond, expressed as a percentage.

YIELD CURVE: The yield on bonds, notes or bills of the same type and credit risk at a specific date for maturities up to thirty years.

ZERO-COUPON SECURITY: Security that is issued at a discount and makes no periodic interest payments. The rate of return consists of a gradual accretion of the principal of the security and is payable at par upon maturity.

STATEMENT OF INVESTMENT POLICY FOR THE CITY OF DUBLIN

I. INTRODUCTION

This Statement of Investment Policy is intended to identify various policies and procedures that will foster a prudent and systematic investment program designed to seek the City's objectives of safety, liquidity and return through a diversified investment portfolio. This policy also serves to organize and formalize the City's investment-related activities, while complying with all applicable status governing the investment of public funds.

II. SCOPE

This policy covers all funds and investment activities under the direct authority of the City of Dublin, as set forth in the State Government Code, sections 53600 et seq., excluding any bond-related proceeds or reserves, which are governed by their bond indentures. Cash held by the City shall be pooled in order to more effectively manage City cash resources. All pooled funds are accounted for in the City's Comprehensive Annual Financial Report and include:

Funds
General Fund
Special Revenue Funds
Capital Project Funds
Internal Service Funds
Enterprise Funds
Agency Funds

This original investment policy was adopted by the City of Dublin (the "City"), on August 21, 2007. This update to the Policy is effective on September 16~~7~~, 2025~~4~~ and replaces any previous versions.

III. OBJECTIVES

The overall program shall be designed and managed with a degree of professionalism worthy of the public trust. The primary objectives, in order of priority, of the City's investment activities shall be:

1) *Safety:* Safety of principal is the foremost objective of the investment program. The City's investments shall be undertaken in a manner that seeks to safeguard the principal of the funds under its control by maintaining an appropriate risk level.

2) *Liquidity:* The City's investment portfolio will remain sufficiently liquid to enable the City to meet its reasonably anticipated cash flow requirements.
3) *Return:* Return should become a consideration only after the basic requirements of safety and liquidity have been met. The City seeks to attain market average rate of return on its investments throughout economic cycles, consistent with constraints imposed by its safety objectives and cash flow considerations.
4) *Diversification:* The investment portfolio will be diversified to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions. This shall also conform with applicable sections of the Government Code.

IV. DELEGATION OF AUTHORITY

As authorized in Government Code Section 53607, the City Council delegates the authority to invest funds of the City to the City Treasurer and/or any duly appointed Deputy City Treasurer. The City Treasurer and any duly appointed Deputy City Treasurer shall make all investment decisions and transactions in strict accordance with State law and this investment policy. The Finance Director shall be designated as the City Treasurer and the City Manager shall be designated as the Deputy City Treasurer. This delegation shall be for a one-year period until the delegation of authority is revoked or expires. The City Council may renew the authority each year as part of an annual review of this policy.

The City Treasurer shall establish procedures for the operation of the investment program. The City Treasurer shall be also responsible for all transactions undertaken and establishing a system of controls to regulate the activities of subordinates.

The City recognizes that in a diversified portfolio, occasional measured losses may be inevitable and must be considered within the context of the overall portfolio's return and the cash flow requirements of the City. Authorized individuals acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

The City may engage the services of one or more external investment managers to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. Such external managers may be granted discretion to purchase

and sell investment securities in accordance with this investment policy. Such managers must be registered under the Investment Advisors Act of 1940.

V. PRUDENCE

Pursuant to California Government Code Section 53600.3, all persons authorized to make investment decisions on behalf of the City are trustees and therefore fiduciaries subject to the prudent investor standard: "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency."

VI. ETHICS AND CONFLICTS OF INTEREST

All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust. Thus, employees and officials involved in the investment process shall refrain from personal business activity that conflicts with proper execution of the investment program or impairs their ability to make impartial investment decisions. Additionally, the City Treasurer and the Deputy Treasurer shall file applicable financial disclosures as required by the Fair Political Practices Commission (FPPC).

VII. INTERNAL CONTROLS

The Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by City management. Periodically, as deemed appropriate by City management and/or the City Council, an independent analysis by an external auditor shall be conducted to review internal controls, account activity and compliance with policies and procedures.

VIII. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

To the extent practical the Treasurer shall endeavor to complete investment transactions using a competitive bid process whenever possible. It shall be the City's policy to purchase securities only from authorized institutions and firms. No deposit of public funds shall be made except in a qualified public depository as established by state laws.

Institutions eligible to transact investment business with the City include:

1) Primary government dealers as designated by the Federal Reserve Bank and non-primary government dealers
2) Nationally or state-chartered banks
3) The Federal Reserve Bank
4) Direct issuers of securities eligible for purchase

The Treasurer shall maintain procedures for establishing a list of authorized broker/dealers and financial institutions which are approved for investment purposes. These may include primary or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-I (uniform net capital rule). The City requires each firm that will be used for the purchase or sale of securities to be evaluated by the Treasurer prior to any investments. The firms shall submit current financial statements, and annual audited financial statements each year thereafter, which are to be evaluated by the Treasurer. At a minimum, the firm must be financially sound and have been in business a minimum of three years. In addition, the firms must provide: proof of National Association of Security Dealers membership, proof of state registration or exemption, and certificate of having read the City's investment policy.

If an investment adviser is retained by the City, then that adviser will be permitted to use their own list of approved broker/dealers and financial institutions for investment purposes.

IX. AUTHORIZED AND SUITABLE INVESTMENTS

The City's investments are governed by Government Code, Sections 53600 et seq. Within the investments permitted by the Government Code, the City seeks to further restrict eligible investments to the guidelines listed below. In the event an apparent discrepancy is found between this Policy and the Government Code, the more restrictive parameters will take precedence. Percentage holding limits listed in this

section apply at the time the security is purchased. Any investment currently held at the time the Policy is adopted which does not meet the new Policy guidelines can be held until maturity, and shall be exempt from the current Policy. At the time of the investment's maturity or liquidation such funds shall be reinvested only as provided in the most current Policy.

An appropriate risk level shall be maintained by primarily purchasing securities that are of high quality, liquid, and marketable. The portfolio shall be diversified by security type and institution to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions.

1) United States Treasury Issues. United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest. There is no limitation as to the percentage of the portfolio that may be invested in this category. The maximum maturity of these securities is ten years. The City Council authorized investments in United States Treasury Issues beyond five years on September 6, 2022.

2) Federal Agency Obligations. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government- sponsored enterprises. There is no limitation as to the percentage of the portfolio that may be invested in this category. However, the portfolio's exposure to any one federal agency issuer is limited to 35 percent of the overall portfolio. The limit of the overall portfolio's exposure to callable federal agency securities is 25 percent. The maximum maturity for agency securities is ten years. The City Council authorized investments in Federal Agency Obligations beyond five years on September 6, 2022.

3) Bankers' Acceptances. Bankers' acceptances, otherwise known as bills of exchange or time drafts, that are drawn on and accepted by a commercial bank. Bankers' acceptances must be secured by the irrevocable primary obligation of the accepting domestic bank. Purchasers are limited to issuers whose short-term debt is rated "A- 1" or higher, or the equivalent, by a Nationally Recognized Statistical-Rating Organization (NRSRO). Bankers' acceptances cannot exceed a maturity of 180 days. A maximum of 40 percent of the portfolio may be invested in this category. The amount invested in bankers' acceptances with any one financial

institution in combination with any other debt from that financial institution shall not exceed 20 percent of the portfolio.

4) Commercial Paper. Commercial paper of "prime" quality rated "A-1" or higher, or the equivalent, by a NRSRO. The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (a) or paragraph (b):

    a. The entity meets the following criteria: (i) Is organized and operating in the United States as a general corporation. (ii) Has total assets in excess of five hundred million dollars ($500,000,000). (iii) Has debt other than commercial paper, if any, that is rated "A" or higher by a nationally recognized statistical-rating organization.

    b. The entity meets the following criteria: (i) Is organized within the United States as a special purpose corporation, trust, or limited liability company. (ii) Has program wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or surety bond. (iii) Has commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical-rating organization.

    Eligible commercial paper shall have a maximum maturity of 270 days or less and not represent more than 10 percent of the outstanding paper of an issuing corporation. A maximum of 25 percent of the portfolio may be invested in this category. Under a provision of the California Government Code sunsetting on January 1, 2026, no more than 40 percent of the portfolio may be invested in Commercial Paper if the Agency's investment assets under management are greater than $100,000,000. The amount invested in commercial paper of any one issuer in combination with any other debt from that issuer shall not exceed 20 percent of the portfolio.

5) Negotiable Certificates of Deposit. Negotiable certificates of deposit (NCDs) issued by a nationally or state-chartered bank, a savings association or a federal association, a state or federal credit union, or by a state-licensed branch of a foreign bank. Purchases are limited to institutions which have long-term debt rated "A" or better and/or have short-term debt rated at least "A-1" or higher, or the equivalent by a NRSRO. A maximum of 30 percent of the portfolio may be invested in this category. The amount invested in NCDs with any one financial institution in combination with any other debt from that financial institution shall not exceed 20 percent of the portfolio. The maximum maturity of these securities is five years.

6) Time Certificates of Deposit. Time Certificates of Deposit (TCDs) placed with commercial banks and savings and loans. The purchase of TCDs from out-of-state banks or savings and loans is prohibited. The amount on deposit shall not exceed the shareholder's equity in the financial institution. To be eligible for purchase, the financial institution must have received a minimum overall satisfactory rating for meeting the credit needs of California Communities in its most recent evaluation, as provided Government Code Section 53635.2. TCDs are required to be collateralized as specified under Government Code Section 53630 et. seq. The Treasurer, at his discretion, may waive the collateralization requirements for any portion that is covered by federal (FDIC) insurance. The City shall have a signed agreement with the depository per Government Code Section 53649. The maximum maturity of these securities may not exceed one (1) year in maturity. A maximum of 10 percent of the portfolio may be invested in this category.

7) Mutual Funds and Money Market Mutual Funds that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940, provided that,

   a. **MUTUAL FUNDS** that invest in the securities and obligations as authorized under California Government Code, Section 53601 (a) to (k) and (m) to (q) inclusive and that meet either of the following criteria:
      i. Attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
      ii. Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by California Government Code, Section 53601 and with assets under management in excess of $500 million.
      iii. No more than 10% of the total portfolio may be invested in shares of any one mutual fund.

   b. **MONEY MARKET MUTUAL FUNDS** registered with the Securities and Exchange Commission under the Investment Company Act of 1940 and issued by diversified management companies and meet either of the following criteria:
      i. Have attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or

ii. Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of $500 million.
iii. No more than 20% of the total portfolio may be invested in Money Market Mutual Funds.

c. No more than 20% of the total portfolio may be invested in these securities.

8) State of California Local Agency Investment Fund (LAIF). The City may invest up to the maximum as permitted by LAIF. For due diligence, the Treasurer shall maintain on file a copy of LAIF's current Answer Book.

9) Joint Powers Authority (JPA) Pools, provided that: The JPA is organized pursuant to California Government Code Section 6509.7 and invests in the securities and obligations authorized in subdivisions (a) to (r), inclusive. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the JPA. The JPA has retained an investment advisor who is registered with the SEC (or exempt from registration), has assets under management in excess of $500 million, and has at least five years' experience investing in instruments authorized by Section 53601, subdivisions (a) to (q).

10) Medium Term Notes. Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Purchases are limited to securities rated "A" or higher, or the equivalent, by a NRSRO. A maximum of 30 percent of the City's portfolio may be invested in this category and a maximum of 5 percent with any one issuer. The maximum maturity of these securities is five years.

11) Asset-Backed, Mortgage-Backed, Mortgage Pass-Through Securities, and Collateralized Mortgage Obligations, from issuers not defined in the Federal Agency Obligations Subdivision. The City may purchase such securities provided that they are rated "AA" or higher, or the equivalent, by a NRSRO. Purchase of securities authorized by this subdivision may not exceed 20 percent of the portfolio, and a maximum of 5 percent per issue. The maximum maturity of these securities is five years.

12) Municipal Securities. Obligations of the State of California, any of the other 49 states, or any local agency within the State of California, may be purchased by the City provided that long-term obligations are rated "A" or higher, or the equivalent, by at least one NRSRO. There are no limits on the dollar amount or percentage that the city may invest in municipal securities; however, investments in these securities are limited to a maximum of 5 percent with any single issuer. The maximum maturity of these securities is ten years. The City Council authorized investments in Municipal Securities beyond five years on September 6, 2022.

13) Supranationals provided that issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank. The securities must be rated in a rating category of “AA” or its equivalent by a NRSRO. No more than 30% of the portfolio may be invested in these securities, and no more than 10% of the portfolio may be invested in any single issuer. The maximum maturity does not exceed five (5) years.

X. AUTHORIZED INVESTMENTS FOR BOND PROCEEDS

Bond proceeds shall be invested in securities permitted by the applicable bond documents. If the bond documents are silent as to the permitted investments, bond proceeds will be invested in securities permitted by this Policy. Notwithstanding the provisions of the Policy, the percentage or dollar portfolio limitations listed elsewhere in this Policy do not apply to bond proceeds. In addition to the securities listed in Section IX above, bond proceeds may be invested in structured investment products if approved by the Treasurer.

XI. PROHIBITED INVESTMENT PRACTICES AND INSTRUMENTS

City Investments will be guided by the City’s Mission, Vision, and Values and during the annual review of the Investment Policy, the City shall review the portfolio and identify and update prohibited investments as needed.

The Intercontinental Exchange Bank of America Index Family’s classification system will be used to identify business sectors for the purpose of excluding prohibited investment types.

The City will not invest in fossil fuel companies, tobacco or tobacco-related companies and companies that support the production of firearms.

The City will not invest in companies that develop or manufacture commodities that facilitate violence or war.

The City will not invest in companies that engage in border or mass surveillance industries.

The City will not invest in companies that are involved in mass incarceration or detention industries.

The City shall not make investments for the purpose of trading or speculation as the dominate criterion such as anticipation of appreciation of capital value through changes in market rates.

Any investment in a security not specifically listed as an Authorized and Suitable Investment above, but otherwise permitted by the Government Code, is prohibited without the prior approval of the City Council. Section 53601.6 of the Government Code specifically disallows investments in invoice floaters, range notes, or interest-only strips that are derived from a pool of mortgages. Under a provision of the California Government Code sunsetting on January 1, 2026, securities backed by the United States Government that could result in a zero or negative interest accrual if held to maturity are permitted.

XII. REVIEW OF INVESTMENT PORTFOLIO

The City Treasurer shall periodically, but no less than quarterly, review the portfolio to identify investments that do not comply with this investment policy and establish protocols for reporting major and critical incidences of noncompliance to the City Council.

XIII. TERM OF INVESTMENTS

Funds of the City will be invested in accordance with sound treasury management principles. It is the objective of this Policy to provide a system which will accurately monitor and forecast revenues and expenditures so that the City can invest funds to the fullest extent possible.

The maximum maturity of individual investments shall not exceed the limits set forth in under Authorized and Suitable Investments. No investment shall exceed a maturity of five years from the date of purchase unless the City Council has granted express authority to make that investment either specifically or as a part of an investment program approved by the City Council no less than three months prior to the investment.

XIV. INVESTMENT RISK

a. MARKET RISK

Market risk is the risk that the portfolio will decline in value (or will not optimize its value) due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City shall mitigate market risk by providing adequate liquidity for short-term cash needs, and by making some longer-term investments only with funds that are not needed for current cash flow purposes.

~~The City also prohibits investments in any fossil fuel companies, tobacco or tobacco-related companies, and companies in support of the production of firearms.~~ The City further recognizes that certain types of securities, including variable rate securities, securities with principal pay-downs prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

i. The maximum stated final maturity of individual securities in the portfolio shall be five years, unless otherwise stated in this policy;
ii. The City shall maintain a minimum of three months of budgeted operating expenditures in cash, cash equivalents and short-term investments; and
iii. The duration of the portfolio will typically be approximately equal to the duration of a market index, selected by the City as its performance benchmark, which meets the City's needs for cash flow and level of risk tolerance plus or minus 20%.

b. CREDIT RISK

In general, the City's portfolio will be diversified to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions, such as credit risk. Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. The City shall mitigate credit risk by adopting the following strategies:

i. The diversification requirements included in Section IX are designed to mitigate credit risk in the portfolio;
ii. No more than 5% of the total portfolio may be deposited with or invested in securities issued by any single issuer unless otherwise specified in this policy.
iii. The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to improve the quality, liquidity or return of the portfolio in response to market conditions or the City's risk preferences; and
iv. If a security owned by the City is downgraded to a level below the requirements of this policy, making the security ineligible for additional purchases, the following steps will be taken:
    1. Any actions taken related to the downgrade by the investment manager will be communicated to the City in a timely manner.
    2. If a decision is made to retain the security, the credit situation will be monitored and reported back to the City.

XV. SAFEKEEPING AND CUSTODY

Investment securities are to be purchased when possible in book-entry form in the City's name. All security transactions entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis. All cash and securities in the City's portfolio shall be held in safekeeping in the City's name by a third-party bank trust department, acting as agent for the City under the terms of a custody agreement executed by the bank and the City. All investment transactions will require a safekeeping receipt or acknowledgment generated from the trade. A monthly report will be received by the City from the safekeeping institution listing all securities held in safekeeping with current market data and other information. The only exception to the foregoing shall be depository accounts and securities purchases made with: (i) local government investment pools; (ii) time certificates of deposit, and, (iii) money mutual funds, since the purchased securities are not deliverable. Term and non-negotiable instruments, such as certificates of deposit, can be held by the Treasurer, or in safekeeping as the Treasurer deems appropriate.

XVI. PERFORMANCE BENCHMARK

The investment portfolio shall be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, the cash flow characteristics of the portfolio, and state and local laws, ordinances or resolutions that restrict investments. The Treasurer shall monitor and evaluate the portfolio's performance relative to the market benchmark, which will be included in the Treasurer's quarterly report. The Treasurer shall select an appropriate, readily available index to use as a benchmark.

XVII. REPORT INFORMATION

The Treasurer shall prepare a report to the City Council not less than semi-annually which is available each year within 60 days following December 31st and June 30th. The semi-annual report shall be presented at a subsequent regularly scheduled City Council Meeting. The report shall be inclusive of a monthly listing of investment transactions. At a minimum the report shall include the following (Revised 9-18-2012):

a. Type of Investment
b. Issuer
c. Date of Maturity
d. Par and dollar amount invested
e. Current Market Value as of the date of the report
f. Source of the market value information
g. A list of investment transactions.
h. A statement of compliance with the investment policy
i. A statement as to the ability of the City to meet its expenditure requirements for the next six months

In addition, the City Treasurer will submit a monthly transaction report to the City Council.

XVIII. REVIEW OF INVESTMENT POLICY

This policy shall be subject to review by the City Council on an annual basis, by the second Council meeting in September. Any recommended modifications or amendments shall be presented by Staff to the City Council for their consideration and adoption.

GLOSSARY OF TERMS

ACCRUED INTEREST: Interest earned but not yet received.

AGENCIES: Federal agency securities and/or Government-sponsored enterprises. Examples of well-known agencies that issue bonds are Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac"), Federal National Mortgage Association (FNMA or "Fannie Mae"), and the Federal Home Loan Bank.

AMORTIZATION: An accounting practice of gradually decreasing (increasing) an asset's book value by spreading its depreciation (accretion) over a period of time.

ASKED: The price at which securities are offered.

ASSET BACKED SECURITIES: Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

BANKERS' ACCEPTANCE (BA): A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BASIS POINT: One basis point is one hundredth of one percent (.0 I).

BENCHMARK: A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

BID PRICE: The price offered by a buyer of securities. (When you are selling securities, you ask for a bid.) See Offer.

BOND: A financial obligation for which the issuer promises to pay the bondholder a specified stream of future cash flows, including periodic interest payments and a principal repayment.

BOOK ENTRY: The system maintained by the Federal Reserve, by which most money market securities are delivered to an investor's custodial bank. The Federal Reserve maintains a computerized record of the ownership of these securities and records any changes in ownership corresponding to payments made over the Federal Reserve wire (delivery versus payment.)

BOOK VALUE: The value at which a debt security is shown on the holder's balance sheet. Book value is acquisition cost less amortization of premium or accretion of discount.

BROKER: A broker brings buyers and sellers together for a commission.

CALLABLE BOND: A bond issue in which all or part of its outstanding principal amount may be redeemed before maturity by the issuer under specified conditions.

CALL PRICE: The price at which an issuer may redeem a bond prior to maturity. The price is usually at a slight premium to the bond's original issue price to compensate the holder for loss of income and ownership.

CALL RISK: The risk to a bondholder that a bond may be redeemed prior to maturity.

CERTIFICATE OF DEPOSIT (CD): A deposit insured up to $100,000 by the FDIC at a set rate for a specified period of time.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COLLATERALIZED MORTGAGE OBLIGATION (CMO): Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

COMMERCIAL PAPER: An unsecured promissory note of industrial corporations, utilities and bank holding companies having assets in excess of $500 million and an "A" or higher rating for the issuer's debentures. Interest is discounted from par and calculated using the actual number of days on a 360-day year. The notes are in bearer form, mature from one to 270 days and generally start at $100,000. There is a secondary market for commercial paper and an investor may sell them prior to maturity. Unused lines of credit back commercial paper from major banks.

COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR): The official annual financial report for the City. It includes combined statements and basic financial statements for each individual fund and account group prepared in conformity with Generally Accepted Accounting Principles (GAAP). Supplemental information is also included including a detailed multi-year comparative statistics.

COST YIELD: The annual income from an investment divided by the purchase cost. Because it does not give effect to premiums and discounts which may have been included in the purchase cost, it is an incomplete measure of return.

COUPON: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

CREDIT RISK: The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

CURRENT YIELD: The interest paid on an investment expressed as a percentage of the current price of the security.

CUSTODY: A banking service that provides safekeeping for the individual securities in a customer's investment portfolio under a written agreement which also calls for the bank to collect and pay out income, and to buy, sell, receive and deliver securities when ordered to do so by the account holder.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DEBENTURE: A bond secured only by the general credit of the issuer.

DELIVERY VERSUS PAYMENT (DVP): Delivery versus payment is delivery of securities with an exchange of money for the securities.

DERIVATIVES: (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

DISCOUNT: The difference between the cost price of a security and its value at maturity when quoted at lower than face value.

DISCOUNT SECURITIES: Non-interest-bearing money market instruments that are issued a discount and redeemed at maturity for full face value, e.g., U.S. Treasury Bills.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

DURATION: A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity.

The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

FEDERAL CREDIT AGENCIES: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to $100,000 per deposit.

FEDERAL FUNDS RATE: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): Government sponsored wholesale banks (currently 12 regional banks) which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA or Fannie Mae): FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). The corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven-member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

FED WIRE: A wire transmission service established by the Federal Reserve Bank to facilitate the transfer of funds through debits and credits of funds between participants within the Fed system.

FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC or Freddie Mac): A United States government sponsored corporation.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA or FmHA mortgages. The term "pass-throughs" is often used to describe Ginnie Maes.

HAIRCUT: The margin or difference between the actual market value of a security and the value assessed by the lending side of a transaction (i.e. a repo).

INTEREST RATE: The annual yield earned on an investment, expressed as a percentage.

LEVERAGE: Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

LIQUIDITY: Refers to the ability to easily and rapidly convert a security into cash.

LOCAL AGENCY INVESTMENT FUND (LAIF): The local Agency Investment Fund (LAIF) is a special fund in the California State Treasury created and governed pursuant to Government Code Sections 16429.1 et seq. There are limits on the maximum dollars deposited by a city as well as the number of transactions allowed each month.

LOCAL GOVERNMENT INVESTMENT POOL (LGIP): The aggregate of all funds from political subdivisions that are placed in custody of the State Treasurer for investment and reinvestment.

MAKE WHOLE CALL: A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

MARGIN: The difference between the market value of a security and the loan a broker makes using that security as collateral.

MARKET RISK: The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold on a specific date.

MARKING TO MARKET: The process of posting current market values for securities in a portfolio.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MEDIUM TERM NOTES (MTNs): Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts on either a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

MODIFIED DURATION: The percent change in price for a 100 basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

MONEY MARKET: The market in which short-term debt instruments (T-bills, discount notes, commercial paper, and banker's acceptances) are issued and traded.

MONEY MARKET MUTUAL FUND: Mutual funds that invest solely in money market instruments (short- term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, and federal funds).

MORTGAGE PASS THROUGH SECURITIES: A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

MUNICIPAL SECURITIES: Securities issued by state and local agencies to finance capital and operating expenses.

MUTUAL FUND: An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

NATIONAL ASSOCIATION OF SECURITIES DEALERS (NASD): A self-regulatory organization (SRO) of brokers and dealers in the over-the-counter securities business. Its regulatory mandate includes authority over firms that distribute mutual fund shares as well as other securities.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATIONS (NSROs); Credit rating agencies whose ratings are permitted to be used for regulatory purposes such as those imposed by the Securities and Exchange Commission.

NEGOTIABLE CERTIFICATE OF DEPOSIT: A large denomination certificate of deposit which can be sold in the open market prior to maturity.

NEW ISSUE: Term used when a security is originally "brought" to market.

OFFER: The price asked by a seller of securities. (When you are buying securities, you ask for an offer.) See Asked and Bid.

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve' s most important and most flexible monetary policy tool.

PORTFOLIO: Collection of securities held by an investor.

PREMIUM: The amount by which the price paid for a security exceeds the security's par value.

PREPAYMENT SPEED: A measure of how quickly principal is repaid to investors in mortgage securities.

PREPAYMENT WINDOW: The time period over which principal repayments will be received on mortgage securities at a specified prepayment speed.

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

PRINCIPAL: The face value or par value of a debt instrument, or the amount of capital invested in a given security.

PRUDENT PERSON (PRUDENT INVESTOR) RULE: A standard of responsibility which applies to fiduciaries. In California, the rule is stated as "Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that

a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes."

PURCHASE DATE: The date on which a security is purchased for settlement on that or a later date.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

REALIZED YIELD: The change in value of the portfolio due to interest received and interest earned and realized gains and losses. It does not give effect to changes in market value on securities, which have not been sold from the portfolio.

REGIONAL DEALER: A financial intermediary that buys and sells securities for the benefit of its customers without maintaining substantial inventories of securities and that is not a primary dealer.

REPURCHASE AGREEMENT (RP OR REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this.

RULE 2a-7 OF THE INVESTMENT COMPANY ACT: Applies to all money market mutual funds and mandates such funds to maintain certain standards, including a 13- month maturity limit and a 90-day average maturity on investments, to help maintain a constant net asset value of one dollar ($1.00).

SAFEKEEPING: See CUSTODY.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors m securities transactions by administering securities legislation.

SETTLEMENT DATE: The date on which a trade is cleared by delivery of securities against funds.

STRUCTURED NOTE: A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities or indices. Examples include inverse

floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and "dual index floaters," which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

TENNESSEE VALLEY AUTHORITY (TVA): The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio, and Mississippi River valleys. TVA currently issues discount notes and bonds.

TIME CERTIFICATE OF DEPOSIT: A non-negotiable certificate of deposit which cannot be sold prior to maturity.

TOTAL RATE OF RETURN: A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

TREASURY BILLS: A non-interest-bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year and are sold on a discount basis.

TREASURY BONDS: Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than 10 years.

TREASURY NOTES: Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of I to 10 years.

U.S. GOVERNMENT AGENCIES: Instruments issued by various US Government Agencies most of which are secured only by the credit worthiness of the particular agency.

VOLATILITY: The rate at which security prices change with changes in general economic conditions or the general level of interest rates.

WEIGHTED AVERAGE MATURITY (WAM): The average maturity of all the securities that comprise a portfolio that is typically expressed in days or years.

YIELD: The rate of annual income return on an investment, expressed as a percentage. It is obtained by dividing the current dollar income by the current market price of the security.

YIELD TO MATURITY: The rate of income return on an investment, minus any premium or plus any discount, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond, expressed as a percentage.

YIELD CURVE: The yield on bonds, notes or bills of the same type and credit risk at a specific date for maturities up to thirty years.

ZERO-COUPON SECURITY: Security that is issued at a discount and makes no periodic interest payments. The rate of return consists of a gradual accretion of the principal of the security and is payable at par upon maturity.

DUBLIN
CALIFORNIA

STAFF REPORT

Finance and Investment Committee

DATE: **June 2, 2025**

TO: Honorable Committee Members

FROM: Colleen Tribby, City Manager

SUBJECT: Proposed Updates to the City's Investment Policy
Prepared by: Jay Baksa, Finance Director

EXECUTIVE SUMMARY:

The Finance and Investment Committee (FIC) will receive a report on the City's Investment Policy, including a recommendation on how socially responsible investing (SRI) and environmental, social, and governance (ESG) principles may be incorporated therein. The FIC will also receive information on the Boycott, Divestment, Sanctions (BDS) movement and related actions taken by other agencies in their investment policies.

STAFF RECOMMENDATION:

Receive the report and provide direction on proposed amendments to the City's Investment Policy and practice, including: expanding the list of prohibited investments; citing the City's Mission, Vision, and Values; and implementing ESG integration; or, provide alternative direction. The final Investment Policy will be brought to the City Council for approval.

FINANCIAL IMPACT:

Should the City add ESG integration into its asset management service, the estimated cost would be one basis point (0.01%) of the portfolio's market value, or approximately $31,000 annually.

DESCRIPTION:

At the February 10, 2025 meeting, the Finance and Investment Committee (FIC) received a presentation from the City's investment manager, Chandler Asset Management Inc., on socially responsible investing (SRI) and environmental, social, and governance (ESG) principles. The FIC asked Staff to provide more research on ESG scoring and to research the Boycott, Divestment, Sanctions (BDS) movement and how it compares to SRI and ESG principles.

At the April 14, 2025 meeting, the FIC received a presentation from Chandler that provided a

more in-depth review of how ESG scoring is currently used. Staff also described the challenges in using BDS as an investment filter. Following the discussion, the FIC requested Staff bring back proposed language to be added to the Investment Policy that addresses socially responsible aspects of investing and reflects the prohibition of certain investments that do not align with the community's core values.

This report presents Staff's additional research into SRI, ESG, and BDS, along with recommendations for the FIC that balance the desire to align the City's investing practices with ethical and moral principles, while maintaining sound stewardship of the City's portfolio.

Socially Responsible Investing (SRI)
SRI is an investment strategy that seeks to generate financial returns while also considering social, environmental, and ethical factors. The two key components of SRI as an investment tool are:

1. **Negative Screening** – Excluding companies or industries that conflict with certain values.
    - As an example, the City's Investment Policy currently includes prohibitions on investing in fossil fuel companies, tobacco or tobacco-related companies, and companies in support of the production of firearms.

2. **Positive Screening** – Actively investing in companies with strong socially responsible performance (e.g., clean energy, fair labor practices).
    - The City currently does not have a positive screening policy or practice in place.

Environmental, Social, and Governance (ESG)
ESG investing is a more nuanced investment approach that incorporates non-financial factors, specifically environmental, social, and governance criteria, into the analysis and selection of investments. The goal is to better understand risks and opportunities that may not be visible through traditional financial analysis alone. Broadly speaking, ESG components are as follows:

- **Environmental (E):** Climate change, carbon emissions, resource use, pollution, and sustainability practices.
- **Social (S):** Labor practices, diversity and inclusion, community impact, data privacy, and customer treatment.
- **Governance (G):** Board structure, executive pay, shareholder rights, transparency, and ethical investments.

The most important part of ESG investing is establishing how to utilize an ESG score. Chandler currently employs an ESG screening tool internally on all portfolios they manage, including Dublin's, as part of its investment process.[1] Through this tool, Chandler evaluates the

[1] Three major providers dominate the ESG scoring landscape: S&P Global, MSCI, and Sustainalytics (Morningstar). While their methodologies often overlap in broad themes, the specific criteria, weighting, and scoring mechanisms vary and are largely proprietary. Chandler currently uses S&P Global for its ESG scoring. A discussion of all three providers, as well as

ESG scores of all potential investments relative to their peer groups. These scores are one of several factors incorporated into a broader matrix used to assess overall investment suitability. For example, right now, a company like Berkshire Hathaway—despite having a relatively low ESG score—may still be deemed suitable for investment if, from Chandler's perspective, other financial and risk-based factors support the decision.

The City does not currently have access to the ESG scores of individual investments, nor does it place primary weight on ESG scores or set any score thresholds that would trigger a restriction. There are, however, two other ways to incorporate ESG criteria into a portfolio that would provide an enhanced level of scrutiny:

1. **Establish Investment-Level ESG Thresholds**. One approach is to set a minimum ESG threshold for individual investments. For example, an investment may only be considered eligible if it ranks in the top 50% of ESG scores, either overall or within its specific sector. This approach recognizes the sector-specific nature of ESG scoring—where, for instance, a company with a score of 44 out of 100 may appear low in an absolute sense but still rank highest among peers within its sector (e.g., industrial materials). Thresholds can be customized to reflect either cross-sector benchmarks or sector-relative performance.

2. **Evaluate ESG at the Portfolio Level.** Alternatively, the City may choose to assess ESG performance at the portfolio level, rather than at the level of individual investments. This method focuses on the aggregate ESG characteristics of the entire investment portfolio, allowing for a more balanced approach that accommodates variation among individual holdings while still maintaining an overall commitment to ESG principles.

If the City were to engage Chandler in an enhanced level of ESG scoring and reporting (herein referred to as ESG integration), then Berkshire Hathaway from the example above could potentially no longer be an eligible investment. The FIC could recommend a threshold and a methodology for reviewing investment scores to determine their suitability.

Divestment Movements and Considerations

At the City Council meeting on September 17, 2024, and on several other occasions throughout the past year including the April 14, 2025 meeting of the FIC, some members of the public have advocated for the incorporation of boycott and divestment language into the City's Investment Policy. Specifically, requests have been made to divest from certain holdings identified on a divestment list created by the BDS movement. Other community members have reached out in opposition to using BDS as an investment filter.

In addition, Staff was made aware of a similar divestment list published by the American Friends Service Committee (AFSC). This list also calls for the divestment of companies that supply weapons and military equipment to Israel and is aligned in intent with the BDS movement's objectives.

ESG criteria for three representative sectors, is included in Attachment 1.

The following is a summary of the BDS and AFSC efforts, along with a report on local and state actions related to BDS, and finally a discussion of Assembly Bill 2844 (2016), which has some legal implications for agencies engaged in boycott or divestment activities.

Boycott, Divestment, Sanctions (BDS)
The BDS movement is a Palestinian-led movement started in 2005 and aims to pressure Israel to comply with international law and uphold Palestinian rights through economic, cultural, and political means. Currently, the BDS movement is continuing its campaign to apply economic and political pressure on Israel to comply with international law and uphold Palestinian rights. The movement's divestment strategy has evolved to focus on targeting corporations, institutions, and governments that are perceived to be complicit in Israel's actions in the occupied Palestinian territories.

Recently, BDS has intensified efforts to pressure companies that provide services or products to the Israeli military or operate in the occupied territories. Recent targets include:

- **Microsoft**: Added to the boycott list in April 2025 due to its Azure cloud and AI services allegedly supporting Israeli military operations in Gaza.
- **Disney**: Criticized for alleged support of Israeli actions against Palestinians, leading to calls for boycotts.

Additionally, the movement has seen increased support from academic institutions and unions:

- **City University of New York (CUNY)**: The professors' union approved a resolution supporting divestment from Israeli companies and government bonds by January 2026.
- **University Protests**: Students at various universities, including Columbia, have demanded that their institutions sever financial ties with companies involved in the conflict, such as Microsoft, Google, and Amazon.

As of the date of this report, the City of Dublin’s investment portfolio contains one investment that is listed by BDS as a boycott/divestment target, which is Caterpillar.

American Friends Service Committee (AFSC)
AFSC is a Quaker-founded organization established in 1917, with a longstanding mission to promote peace, justice, and human rights globally. In recent years, AFSC has become an active advocate for Palestinian rights and has engaged in various initiatives, including investment screening and divestment campaigns.

AFSC maintains a formal divestment list as part of its broader Investigate project. This initiative highlights publicly traded companies that, in AFSC’s assessment, are complicit in human rights violations—particularly those associated with the Israeli occupation of Palestinian territories. Companies included on the divestment list are identified based on their direct involvement in activities that allegedly support or sustain such violations.

In addition to concerns related to Israel and Palestine, AFSC’s divestment list is developed using a broader human rights screening process. This process includes companies involved in

mass incarceration, border militarization, immigrant surveillance, and deportation systems. The Investigate project is intended to help individuals and institutions align investment decisions with ethical and human rights considerations.

AFSC has also released a separate report titled *"Companies Profiting from the Gaza Genocide,"* which lists entities alleged to have provided Israel with weapons and military equipment. However, AFSC has stated that this report is not intended to serve as a boycott or divestment list. The organization's official divestment recommendations remain limited to those companies screened through its formal human rights criteria.

As of the date of this report, the City of Dublin's investment portfolio contains two investments that are listed by AFSC as boycott/divestment targets – Honeywell International and Caterpillar.

Bay Area Jurisdiction Actions Related to BDS-Aligned Investment Decisions

As discussed during the April 14, 2025 Committee meeting, three Bay Area jurisdictions—Alameda County, the City of Hayward, and the City of Richmond—have taken actions that have been described as aligning with the objectives of the BDS movement. These actions vary in scope and implementation, and in some cases, jurisdictions have clarified that their decisions are independent of any formal alignment with BDS.

Alameda County. In April 2025 Alameda County Treasurer-Tax Collector Henry Levy, an independently elected official, announced that the County had sold off most of its holdings in Caterpillar Inc., with plans to finalize full divestment. In parallel, the Alameda County Board of Supervisors unanimously voted to develop an Ethical Investment Policy intended to incorporate human rights and environmental criteria into investment decision-making. As of the date of this report, it could not be confirmed whether the Alameda County Investment Policy had been formally amended to reflect this new framework.

City of Hayward. On January 23, 2024 the Hayward City Council approved a resolution to initiate divestment from four companies—Caterpillar, Chevron, Hyundai, and Intel—representing approximately $1.6 million in holdings. This action was taken during a review of the City's Investment Policy. Additionally, the Council directed the City's Budget and Finance Committee to evaluate and potentially revise the policy to reflect broader ethical considerations.

However, on January 25, 2024 the City issued a public statement clarifying its position: *"The Hayward City Council voted 4-3 on Tuesday to remove four companies from the City's investment portfolio. The action was neither an endorsement of the Boycott, Divestment, and Sanctions (BDS) movement, nor did it direct staff to align City investment policy with BDS guidance."*

As of the date of this report, the City of Hayward's investment policy has not been formally revised.

City of Richmond. On April 30, 2024, the Richmond City Council directed staff to revise the City's investment policy to include new ethical restrictions. During the drafting process, the proposed restrictions were revised twice to ensure compliance with State law and best practices established by the California Municipal Treasurers Association.

On April 15, 2025 the Richmond City Council adopted a revised investment policy, which includes the following prohibitions:

1. Investments in companies that develop or manufacture commodities that facilitate violence, war, oppression, or apartheid.
2. Investments in companies involved in the development or manufacturing of arms and weapons.
3. Investments in companies engaged in border control or mass surveillance industries.
4. Investments in companies involved in mass incarceration or detention industries, including those that utilize prison labor for product manufacturing.

A previously proposed provision—which would have prohibited investments in a predetermined list of companies alleged to be involved in Israel's violations of Palestinian rights—was ultimately removed from the policy due to concerns related to compliance with State law and professional investment standards.

Opposing Perspectives: Local and State Government Actions Against BDS

In contrast to jurisdictions that have taken actions aligned with the BDS movement, several local and state governments have explicitly opposed BDS efforts. These actions often emphasize support for Israel, condemnation of antisemitism, and the reinforcement of anti-discrimination standards in government contracting and investment.

City of Beverly Hills. The Beverly Hills City Council has taken a strong position against the BDS movement. It has passed multiple resolutions affirming support for the State of Israel and denouncing efforts to boycott Israeli businesses and institutions. In response to an antisemitic attack in the region, the City Council issued a public statement condemning antisemitism and labeling the BDS movement as "unjustifiable." The City Council further emphasized its commitment to opposing all forms of discrimination and maintaining support for Israel.

State-Level Actions. As of 2025, 38 U.S. states have enacted laws, executive orders, or resolutions designed to discourage or penalize participation in boycotts against Israel. These measures often apply to state contracts or public investments and typically require certification that contractors or vendors are not engaged in such boycotts. Some states also maintain public lists of entities deemed to be participating in boycott activities. Examples include:

- Texas – In 2017, Texas enacted House Bill 89, which prohibits the state from entering into contracts with companies that boycott Israel.
- Arkansas – Also in 2017, Arkansas implemented Act 710, requiring public entities to refrain from contracting with or investing in companies that boycott Israel.

These state-level actions reflect a broader national trend of legislating against economic discrimination based on national origin, particularly in relation to Israel.

Assembly Bill 2844 (AB 2844) – State Contracting and Anti-Discrimination Compliance
In September 2016, the State of California enacted AB 2844, which imposes specific requirements on individuals and entities entering into or renewing contracts with the State valued at $100,000 or more. Under AB 2844, prospective contractors must certify, under penalty of perjury, that:

1. They are in compliance with the Unruh Civil Rights Act and the Fair Employment and Housing Act (FEHA), which prohibit discrimination in employment, housing, and public accommodations based on protected characteristics, including race, religion, and national origin; and

2. Any policy they maintain regarding a sovereign nation or its people recognized by the U.S. government—including, but not limited to, Israel—is not used to unlawfully discriminate in violation of the Unruh Act or FEHA.

It is important to note that divestment from Israel is not, in itself, a violation of AB 2844. The law does not prohibit divestment activities; rather, it requires that such activities result in unlawful discrimination, and that entities certify compliance with California's anti-discrimination laws. However, AB 2844's certification requirement—made under penalty of perjury—may subject organizations engaged in boycott or divestment activities (such as those aligned with BDS or AFSC campaigns) to increased legal scrutiny.

Conclusion and Staff Recommendation
There has been a significant amount of community interest in the topics presented in this Staff Report, particularly from individuals and groups who have strong positions on the Israeli-Palestine conflict and BDS. While some of the principles promoted by the BDS movement include elements consistent with more general ESG filters, Staff does not recommend aligning the City's Investment Policy with the platform of any specific advocacy group. Instead, policy updates should be guided by the City's core values, which align more with the guidelines of SRI and ESG.

Therefore, Staff recommends a three-pronged approach to revising the City's Investment Policy and practice: 1) Expand the list of prohibited investments via SRI Negative Screening; 2) Add language in the Policy that ties investments to the City's Mission, Vision, and Values; and 3) Implement ESG integration. This approach balances ethical investment restrictions with enhanced portfolio evaluation tools to support long-term sustainability and alignment with City values. Recommended actions are detailed as follows:

1. SRI Enhancements
Staff recommends expanding the list of prohibited investment categories in "Section XI: Prohibited Investment Practices and Instruments" of the City's Investment Policy. Rather than identifying individual companies, restrictions will focus on entire sectors deemed inconsistent with the City's social and ethical priorities.

Recommended language to add to Section XI:
The City also prohibits investments in any of the following:

- Fossil fuel companies.
- Tobacco and tobacco-related companies.
- Companies supporting the production of firearms.
- **(New)** Companies that develop or manufacture commodities that facilitate violence or war.
- **(New)** Companies engaged in border or mass surveillance industries.
- **(New)** Companies involved in mass incarceration or detention industries.

If the City adopts the proposed expansion of prohibited investment categories, the only company currently held in the City's investment portfolio that could potentially no longer be eligible for future investment is Honeywell International Inc.

Staff, in collaboration with Chandler, would further review the portfolio to identify any additional companies affected by the updated policy. Importantly, there would be no cost or loss of revenue associated with this action, provided the City adheres to the transition provisions outlined in the Investment Policy. These provisions allow existing non-compliant holdings to be held until maturity but prohibit reinvestment in those entities thereafter.

2. Incorporation of Mission, Vision, and Values

Staff also recommends citing the City's Mission, Vision, and Values statements (Attachment 2), either explicitly or by reference, in the Investment Policy. This will not only provide additional guidance through which investment vehicles could be evaluated but will make a formal statement tying investment activities to the ethos of the community.

3. ESG Integration and Portfolio Scoring

Finally, Staff recommends that the City formally engage Chandler to implement ESG integration into its investment management services for Dublin. While Chandler already utilizes ESG screening tools, using the enhanced scoring integration would require amending the City's agreement with the firm.

> **Estimated Cost.** The addition of ESG portfolio scoring and integration services is estimated at 1 basis point (0.01%) of the portfolio's market value, or approximately $31,000 annually.
>
> **Implementation Recommendation.** Before establishing ESG benchmarks or exclusions, Staff recommends conducting an initial assessment of the City's current portfolio. This would provide a baseline ESG score to help inform future decisions on how best to incorporate ESG standards into the City's investment strategy. A presentation of the ESG scoring results and potential benchmarks could be scheduled for a future FIC meeting once all relevant data has been received.

ATTACHMENTS:

1) ESG Rating Providers and Sector-Specific ESG Assessment Criteria
2) City of Dublin Mission, Vision, and Values

Annual Review of City's Investment Policy

September 16, 2025



DUBLIN
CALIFORNIA

Tonight

- Background
- Update on Finance and Investment Committee
- Review of Investment Policy
- Delegation of Authority to complete investment transactions

Background

- Investment Policy originally adopted in 2007.
- Reviewed annually.
  - 2nd meeting in September.
- Policy is derived from California Governmental Code, Sections 53600 et seq.
- Policy can be more restrictive not less.

Finance and Investment Committee

- Finance and Investment Committee (FIC) established October 15, 2024.
- Responsible for reviewing and making recommendations on financial matters.
- Based on community feedback, the FIC conducted a comprehensive review of the City's investment policy.

Finance and Investment Committee, 2

Investment Policy Review:

- Explored incorporation of adding additional Socially Responsible Investing (SRI) practices.
- Explored Environmental, Social, and Governance (ESG) standards.
- Analyzed Boycott, Divestment, Sanctions (BDS) and American Friends Service Committee (AFSC) movements and related actions taken by other agencies.

Finance and Investment Committee, 3

Based on the information presented at meetings the FIC directed Staff to:

- Draft an updated Investment Policy that clarifies investments should reflect the City's Mission, Vision, and Values, and not be based on other organizations/movements.
- To engage, Chandler Asset Management, to provide an ESG report annually.
  - Review the portfolio annually.

Finance and Investment Committee, 4

- Add three business sectors to the Policy's prohibited investments list.
- Relocate all existing prohibited investment types into a dedicated section of the Policy for clarity.

Review of Investment,1

Proposed Changes:

Section XI: Prohibited Investment Practices and Instruments

- Added language stating City investments will be guided by the City's Mission, Vision, and Values.
  - Portfolio will be reviewed annually.
  - Prohibited investments updated as needed.

Review of Investment, 2

Section XI (Con't)

- Added three new business sectors to list of prohibited investments to include companies:
  - That develop or manufacture commodities that facilitate violence or war.
  - Engaged in border or mass surveillance industries.
  - Involved in mass incarceration or detention industries.

Review of Investment, 3

Section XI (Con't)

- Added language that the City's investment management consultant will use an industry standard classification system to identify business sectors to ensures consistency in evaluating potential exclusions.

Section XIV: Investment Risk

- For clarity and consistency, move three business sectors previously excluded –from Section XIV (Investment Risk) to Section XI Prohibited Investment Practices and Instruments.

Delegation of Authority

- Section IV – Delegation of Authority
  - City Council delegates the authority to invest funds for one year to the Treasurer (Finance Director)/Deputy Treasurer (City Manager).
  - Authority is renewed each year as part of the annual review.

Staff Recommendation

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

- Questions?

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: **September 16, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Agreement with East Bay Pool Service, Inc. for Aquatic Facilities Maintenance
Prepared by: Brad Olson, Management Analyst II

EXECUTIVE SUMMARY:

The City Council will consider approving an agreement with East Bay Pool Service, Inc. for Aquatic Facilities Maintenance.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Contractor Services Agreement with East Bay Pool Service, Inc. for Aquatic Facilities Maintenance and approve the budget change.

FINANCIAL IMPACT:

The proposed agreement provides a not-to-exceed compensation amount of $3,271,000 for services through June 30, 2031. This amount comprises $1,763,000 in regularly scheduled operations and maintenance (O&M) services (an average of $306,400 per year after finishing out the current year, including a 20% contingency budget), and $1,508,000 in preventative maintenance services (an average of $280,914 per year, including contingency). This represents a total cost increase of $404,298, funded by the General Fund and the Internal Services Fund (ISF) for Equipment Replacement, as follows:

Table 1. Net Annual Impact

		New Contract			
	(A) Current Contract	(B) Through 6/30/26	(C) Annual Average, FY 26-27 - FY 30-31	Annual Difference (C) - (A)	Funded By
O&M	$107,100	$192,000	$255,000	$147,900	
O&M Contingency	$21,420	$39,000	$51,400	$29,980	
Subtotal, O&M	**$128,520**	**$231,000**	**$306,400**	**$177,880**	**General Fund**
Prev. Maintenance	*$54,496	$32,000	$195,200	$140,704	
Prev. Maint. Contingency		$71,430	$85,714	$85,714	
Subtotal, Prev. Maint.	**$54,496**	**$103,430**	**$280,914**	**$226,418**	**ISF**
Total Annual Cost	**$183,016**	**$334,430**	**$587,314**	**$404,298**	

* The current contract with East Bay Pool Service does not provide for preventative maintenance. Those items have been handled outside the contract, but costs are included in this table for the purpose of comparison.

A budget adjustment (Attachment 5) is required in the current year to fund the increased scope and costs of the new agreement. The Fiscal Year 2025-26 budget included $206,585 for O&M services and contingency, resulting in the need for $58,302 in additional funding from the General Fund as shown below:

Table 2. Budget Adjustment for Additional Funding

FY 2025-26 Adopted Budget	**$206,585**
Expenditures to Date	($33,887)
Agreement costs for FY 2025-26	($231,000)
Additional Funding Needed	**$58,302**

Preventive maintenance costs that are funded by the City's ISF do not require a budget amendment, as Staff have been setting aside these funds since the opening of facility, and the annual resolution adopting the budget already provides for such purchases to be made.

DESCRIPTION:

Background

The City has contracted with East Bay Pool Service Inc. since 1999, originally for maintenance of the Dublin Swim Center formerly located on Dublin High School property. Upon the closure of that facility in 2016, the City issued a request for proposals (RFP) for similar services at the new Emerald Glen Recreation and Aquatic Complex (now called The Wave). East Bay Pool Service was the sole responder to the RFP in 2017, and in 2020 and 2023 was the lowest responsive bidder to additional RFPs. The current contract with East Bay Pool Service expires in December 2025.

Over the last two years, in response to a growing number of day-to-day and high-dollar

maintenance needs, Staff has been evaluating the allocation of resources and staffing at The Wave, specifically to understand whether: 1) our maintenance agreement provides the right level of service; and 2) the City is adequately prepared to replacing aging assets at The Wave over the long term. In conjunction with collecting internal data on maintenance costs, emergency repair costs, and staff time spent on these activities, Staff spoke to six agencies (five public, one private) to understand how they manage ongoing and preventative maintenance issues. The public agencies included the cities of Pleasanton, Fremont, Palm Desert, Antioch, and Livermore Area Recreation and Park District. The private agency was Jellystone Park in Lodi.

Each public agency had at least 1.0 full-time equivalent (FTE) assigned to the park to specifically manage maintenance. Jellystone had 3.0 FTE assigned to maintenance year-round. Each agency handled much of the repairs in-house and contracted out for larger projects. The City of Antioch reported significant issues related to delaying preventative work for many years, which resulted in the closing of the park due to structural damage and total repair costs of $8 million.

Based on the data collection and research, Staff have identified two areas of concern related to maintenance at The Wave. First, the existing contract, which provides on-site maintenance presence for about one hour each day, is no longer sufficient. As the facility ages, it requires more daily attention to ensure that minor repair issues do not exacerbate. To compensate for this over the last two seasons, City staff have been handling much of the minor maintenance items themselves, including maintenance of dive blocks, water polo goals, underwater lights, deck grates, umbrellas, seating, lane lines and flags, tiles, handrails, and lift chair/wheelchair equipment, as well as power washing, removing scale, and numerous other things. Staff estimates that this time equates to a 0.5 FTE, or roughly $80,000 per year. This is neither an efficient use of staff's expertise nor a sustainable allocation of staff time – particularly at the supervisory level, which should be focused on the overall operation of the facility, including inspection oversight, program oversight, planning, and emergency preparedness.

Second, while the City has been setting aside money in an Internal Service Fund for equipment replacement each year, preventative maintenance purchases have never been included in the contracts for pool maintenance. This is primarily because the facility was "young", and the lifespans of many of the major pieces of equipment were beyond the contract timeframes.

Now, much of the equipment is at or reaching the 10-year mark, and Staff is beginning to see the impacts of deferred and/or unplanned replacements. Components needed for major repairs at the facility can take weeks or months to arrive, and in some cases, an equipment malfunction could incur large emergency maintenance charges and could result in the immediate and temporary closure of the park. Unanticipated maintenance of the HVAC system in 2024, for example, left The Wave with no functioning air conditioning for 12 days in the middle of summer. To remain open, Staff rented fans and portable air conditioning units and required maintenance staff to check temperatures numerous times daily. The rentals and additional maintenance monitoring cost the City approximately $20,000 in addition to the equipment maintenance costs. Should the waterpark be closed entirely for an emergency

repair, lost revenue could range from $150,000 to $160,000 per week during the summer. With a preventative maintenance program in place, high-risk items can have maintenance scheduled for the off-season.

2024 Request for Proposals
To address the above issues and bring maintenance levels to an acceptable and sustainable level, Staff issued a new RFP for Aquatic Facilities Maintenance (Attachment 4) in November 2024, with an expanded scope of services. The expanded scope includes up to four hours per day of onsite maintenance presence, and new duties that encompass the servicing and maintenance activities that staff are currently managing on their own. One key component of the expanded services is onsite presence from 9:30 am to 1:30 pm during the summer season, which is when chemical and pumproom issues occur most frequently. The scope also now includes a preventative maintenance component, specifically the requirement to provide a long-term plan and equipment inventory/lifespan report, which would be updated annually.

Three proposals were received by the deadline, from East Bay Pool Service, USA Pools of California, and Jemaze Pools. While the East Bay Pool Service proposal was the most expensive ($255,00 per year versus $188,000/year and $104/000 per year, respectively), after review and rating, Staff selected East Bay Pool Service as the most qualified respondent. This is based largely on the other proposals not including key elements of the City's desired services. For example, one proposal did not provide specific quotes for winterization of the facility, inspection of steel structures and water spray features, and the maintenance, inspection, and testing of the indoor pool solar heating system. The other proposal did not demonstrate maintenance experience with commercial pools or water slides and did not bid on various maintenance items such as tile, grout, plaster, heater, pump, chemical room systems, and underwater lights.

New Agreement with East Bay Pool Service
East Bay Pool Service has over 25 years of experience maintaining the City's aquatic facilities and have consistently delivering work that has met Staff's expectations. The current three-year contract expires in December 2025 and has an annual compensation limit of $128,000 (with a total of $385,000 over the term). With the expanded scope of the new agreement, East Bay Pool Services requested a longer term, which reflects finishing this current fiscal year and extending services for five years. This will allow them to hire additional staff and to take a more active role in planning maintenance projects to prevent emergency closures, and daily maintenance. The City Council has approved agreements with similar terms for things like sidewalk inspection and repair services and for general citywide maintenance services.

In summary, the proposal from East Bay Pool Service (Attachment 3) includes the following terms:

1. 5+ year term (October 1, 2025 – June 30, 2031)
2. $3,271,000, including:
    a) Average of $306,400 per year for annual operations and maintenance, including a 3% increase each year to account for inflation, and including a 20% contingency of $51,400 on an average annual basis.

b) Average of $280,914 per year for preventative maintenance, including a total contingency of $500,000 for the life of the contract ($85,714 annual contingency average).

Performance Measures
The scope of services provides specific daily, weekly, monthly, and annual tasks that need to be completed. To track this, the terms of the new agreement require East Bay Pool Service to utilize a computerized maintenance management system (CMMS) to provide real-time visibility of maintenance activities. City staff selected HydroApps as the CMMS system. This platform is designed specifically for aquatic operations and maintenance and can record the daily readings currently tracked in logbooks (chemical levels, pressure readings, flow rates, etc.) to ensure East Bay Pool Service is meeting established performance measures.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving the Contractor Services Agreement with East Bay Pool Service, Inc. for Aquatic Facilities Maintenance
2) Exhibit A to the Resolution – Contractor Services Agreement Between City of Dublin and East Bay Pool Service, Inc. for Aquatic Facilities Maintenance
3) Proposal - East Bay Pool Service, Inc.
4) Request for Proposals
5) Budget Change Form – Aquatics Maintenance Agreement FY 2025-26

RESOLUTION NO. XX – 25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE CONTRACTOR SERVICES AGREEMENT WITH EAST BAY POOL SERVICE, INC. FOR AQUATIC FACILITIES MAINTENANCE

WHEREAS, on November 18, 2024, Staff issued a Request for Proposal (RFP) for Aquatic Facilities Maintenance at The Wave; and

WHEREAS, the City received three responses to the RFP; and

WHEREAS, Staff reviewed and evaluated the statements of qualifications in accordance with the RFP rating criteria; and

WHEREAS, the City desires to enter into an agreement with East Bay Pool Service, Inc. for a not-to-exceed amount of $3,271,000 over a term through June 2031.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the Agreement with East Bay Pool Service, Inc. 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.

PASSED, APPROVED AND ADOPTED this 16th day of September, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Docusign Envelope ID: 7BC1E77C-3D99-40D1-BB12-A85EAC6F3678

**CONTRACTOR SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
EAST BAY POOL SERVICE INC.
FOR
AQUATIC FACILITIES MAINTENANCE**

THIS AGREEMENT for aquatic facilities maintenance services is made by and between the City of Dublin ("City") and East Bay Pool Service Inc. ("Contractor") (together sometimes referred to as the "Parties") as of October 1, 2025 (the "Effective Date").

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

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2031, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing, this Agreement may be extended for up to 12 months upon the written consent of the Contractor and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Contractor for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

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

1.3 Assignment of Personnel. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, remove such person or persons from all work on this contract.

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

1.5 Public Works Contractor Registration. Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute a public works within the definition of Section 1720(a)(1)

Docusign Envelope ID: 7BC1E77C-3D99-40D1-BB12-A85EAC6F3678

of the California Labor Code. As a result, Consultant is required to comply with the provisions of the California Labor Code applicable to public works.

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

Section 2. COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed $3,271,000, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict regarding the amount of compensation between this Agreement and Consultant's proposal, the Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person.

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

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

Docusign Envelope ID: 7BC1E77C-3D99-40D1-BB12-A85EAC6F3678

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

- The beginning and ending dates of the billing period;

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

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

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

- The Contractor's signature;

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

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

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

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

Docusign Envelope ID: 7BC1E77C-3D99-40D1-BB12-A85EAC6F3678

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

2.5 Hourly Fees. Fees for work performed by Contractor on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit 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. Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

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

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

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

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

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

Contractor shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. Contractor shall provide protection for all persons including, but not limited to, its employees and employees of its subcontractors; members of the public; and employees, agents,

Docusign Envelope ID: 7BC1E77C-3D99-40D1-BB12-A85EAC6F3678

and representatives of the City and regulatory agencies that may be on or about the work.

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

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

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

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

Contractor shall provide and maintain all necessary safety equipment such as fences, barriers, signs, lights, walkways, guards, and fire prevention and fire-fighting equipment and shall take such other action as is required to fulfill its obligations under this section. It is the intent of the City to provide a safe working environment under normal conditions. CONTRACTOR IS ADVISED THAT CITY'S OPERATIONS AND PROPERTY ARE INHERENTLY HAZARDOUS BECAUSE OF CONDITIONS SUCH AS CONFINED SPACES, POTENTIALLY EXPLOSIVE ATMOSPHERES, AND POSSIBLE EXPOSURE TO PATHOGENS.

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

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

City reserves the right to require that Contractor bring onto the project or engage the services of a licensed safety engineer at any time during the term of this Agreement. If Contractor does not have a licensed safety engineer on staff, then City may require that Contractor engage a subcontractor or subconsultant as the

Docusign Envelope ID: 7BC1E77C-3D99-40D1-BB12-A85EAC6F3678

project's safety engineer. Contractor shall bear all costs in connection with meeting the requirements of this section.

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

4.1 Workers' Compensation.

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

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

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

a. Certificate of Workers' Compensation Insurance in the amounts specified in the section; and

b. Waiver of Subrogation Endorsement as required by the section.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Contractor, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than $2,000,000 and automobile liability

Docusign Envelope ID: 7BC1E77C-3D99-40D1-BB12-A85EAC6F3678

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

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

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

a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor.

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

d. For any claims related to this Agreement or the work hereunder, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

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

Docusign Envelope ID: 7BC1E77C-3D99-40D1-BB12-A85EAC6F3678

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.

4.2.5 Other Insurance Requirements.

4.3.1 General Aggregate Insurance. Contractor, at its own cost and expense, shall maintain general aggregate insurance for the term of this Agreement in an amount not less than $4,000,000.

4.3.2 Professional Liability Insurance. Contractor, at its own cost and expense, shall maintain professional liability insurance for the term of this Agreement in an amount not less than $1,000,000.

4.3.3 Products and Completed Operations. Contractor, at its own cost and expense, shall maintain products and completed operations insurance for the term of this Agreement in an amount not less than $2,000,000.

4.3 All Policies Requirements.

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

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

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

Docusign Envelope ID: 7BC1E77C-3D99-40D1-BB12-A85EAC6F3678

guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

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

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

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

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

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

Docusign Envelope ID: 7BC1E77C-3D99-40D1-BB12-A85EAC6F3678

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

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

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

Section 6. STATUS OF CONTRACTOR.

6.1 Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor further acknowledges that Contractor performs Services outside the usual course of the City’s business; and is customarily engaged in an independently established trade, occupation, or business of the same nature as the Contractor performs for the City, and has the option to perform such work for other entities. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 Contractor Not an Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

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

Docusign Envelope ID: 7BC1E77C-3D99-40D1-BB12-A85EAC6F3678

7.2 **Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 **Nondiscrimination and Equal Opportunity.** Contractor shall not discriminate, on the basis of a person's race, sex, gender, religion (including religious dress and grooming practices), national origin, ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), marital status, age, sexual orientation, color, creed, pregnancy, genetic information, gender identity or expression, political affiliation or belief, military/veteran status, or any other classification protected by applicable local, state, or federal laws (each a "Protected Characteristic"), against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

Docusign Envelope ID: 7BC1E77C-3D99-40D1-BB12-A85EAC6F3678

8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if City grants such an extension, City shall have no obligation to provide Contractor with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Contractor for any otherwise reimbursable expenses incurred during the extension period.

8.3 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

8.4 **Assignment and Subcontracting.** City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

8.6 **Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;

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

8.6.4 Charge Contractor the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

Docusign Envelope ID: 7BC1E77C-3D99-40D1-BB12-A85EAC6F3678

9.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Contractor agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.

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

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

Section 10. MISCELLANEOUS PROVISIONS.

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

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

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

Docusign Envelope ID: 7BC1E77C-3D99-40D1-BB12-A85EAC6F3678

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

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

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

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

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

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

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

10.9 **Notices.** Any written notice to Contractor shall be sent to:
East Bay Pool Service Inc.
1547 Palos Verdes Mall #240
Walnut Creek, CA. 94597

Any written notice to City shall be sent to:

City of Dublin
Attn: Aquatic Maintenance Contract Manager

Docusign Envelope ID: 7BC1E77C-3D99-40D1-BB12-A85EAC6F3678

100 Civic Plaza
Dublin, CA 94568

10.10 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 Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A Scope of Services, Scheduled Work, and Compensation Schedule

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

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

10.13 Provisions Required For Public Works Contracts Pursuant To California Labor Code Section 1720 Et Seq.

A. HOURS OF WORK:

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

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

Docusign Envelope ID: 7BC1E77C-3D99-40D1-BB12-A85EAC6F3678

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

B. WAGES:

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

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

a. The contract executed between the Consultant and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of

Docusign Envelope ID: 7BC1E77C-3D99-40D1-BB12-A85EAC6F3678

California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

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

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

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

iii. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

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

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

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

Docusign Envelope ID: 7BC1E77C-3D99-40D1-BB12-A85EAC6F3678

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

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

SIGNATURES ON FOLLOWING PAGE

Docusign Envelope ID: 7BC1E77C-3D99-40D1-BB12-A85EAC6F3678

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

EAST BAY POOL SERVICE

Signed by:
47839C2810C2462...

James Vance, President

Contractor's DIR Registration Number (if applicable)

Docusign Envelope ID: 7BC1E77C-3D99-40D1-BB12-A85EAC6F3678

EXHIBIT A

SCOPE OF SERVICES, SCHEDULED WORK, AND COMPENSATION SCHEDULE

SCOPE OF SERVICES

1. WORK: Contractor shall provide all necessary labor, tools, equipment, and materials (unless otherwise noted) for the provision of regular ongoing aquatic facilities maintenance and oversight of aquatic facilities at the Wave. Maintenance services include daily oversight of maintenance operations, routine and preventative maintenance, pool cleaning, water chemistry monitoring and adjustments, equipment monitoring, and other scheduled maintenance services. Duties include but are not limited to: lane lines, flag, tile, grout, handrails, lift chair/wheelchair, power washing, removing scale, equipment reel maintenance, dive blocks, water polo goals, underwater lights, deck grates, umbrellas, seating, and other duties as assigned.

   Contractor shall provide onsite maintenance personnel four hours per day, on days and times determined by time of year (See Service Frequency). Issues that occur during operational hours and impact the use of a pool or attraction shall be addressed within 30 minutes of occurrence. Maintenance issues that do not impact the use of a pool or attraction shall be addressed within 24 hours. Activities must be documented and submitted within five calendar days of completion. Documentation should include the name and job title of the individual performing the work, the date of service, and a detailed description of the work performed. Contractor shall provide continued input on a long-term preventative maintenance plan and equipment assessment (including equipment lifespan). Plans shall be produced 6 months after work has begun, and updates required thereafter.

2. OVERSIGHT: Contract Administrator shall designate a Contract Manager to oversee this contract. Contract Manager may assign oversight duties to a designee.

3. SERVICE FREQUENCY: 4 Hours per Day, 7 Days per week

   A. Summer-Season (May 1 through September 30)*:
      i. Saturday-Thursday: 9am – 1pm
      ii. Friday 5am – 9am

   B. Off-Season (October 1 through April 30)*:
      i. Daily: 6am - 10am

   **Service frequency schedule subject to change upon approval*

4. AMENITIES:
   The Wave includes the following amenities:

   A. The Natatorium houses a 160,000-gallon, 6,900 square foot, 6-lane, 25-yard, heated indoor pool with three shallow-water teaching bays. The Natatorium is used for year-round swim school, lap swimming, and water exercise programs.

Operations Schedule:

Docusign Envelope ID: 7BC1E77C-3D99-40D1-BB12-A85EAC6F3678

Year round, 7 days per week

B. The Paul McCreary Sports Pool is a 286,006-gallon, 6,173 square foot, 11-lane, 25-yard, heated outdoor pool. The Sports Pool hosts competitive swim meets and water polo matches and is open for recreational swimming during other Waterpark hours.

Operations Schedule:
Year round, 7 days per week

C. The Waterslide Tower features six slides, five runouts, and one circulation pump, totaling 11,385-gallons.

Operations Schedule:
Summer-Season, 7 days per week.
Off-Season: Closed.

D. The Splash Zone is a 27,698-gallon, 4,945 square foot, aquatic play structure for children. It includes two water slides with independent runouts, a large tipping bucket, a shallow water play pool, interactive spray features, climbing play structure, one circulation pump, spray feature pump, and water slide pump.

Operations Schedule:
Summer-Season, 7 days per week.
Off-Season: Closed.

5. SCHEDULED WORK: All work described herein, unless otherwise noted, is considered Scheduled Work. Contractor shall perform no work in addition to Scheduled Work, unless: (a) it is Additional Work that is approved, in writing, in advance by the Contract Manager or designee; or (b) an emergency situation exists necessitating that the Contractor or Subcontractor perform certain work to alleviate a dangerous condition or situation. An emergency situation is one which occurs under circumstances making it either impossible or impractical to obtain City approval before proceeding with the work. In such cases, Contractor will proceed with the work only to the extent necessary to relieve said danger and shall specifically inform the Contract Manager or designee of all emergency work conducted. Notwithstanding anything to the contrary in this Agreement, the work to be performed under this Agreement is and shall be limited to work that is considered “maintenance work” under Public Contract Code section 22002(d).

6. ADDITIONAL WORK: All work that is not listed herein, performed at the written request of the Contract Manager or designee, and for which the requester is providing the funding. Contractor specifically agrees to: (a) undertake direct responsibility for the performance of the work in accordance with this Agreement; (b) provide directly, or through subcontractors, or as otherwise permitted by this Agreement all labor, materials, and supervision necessary for proper performance of the work in accordance with this Agreement; (c) provide the necessary liaison with City Staff and the required coordination of laborers and materials in the performance of the work; (d) comply with all laws, ordinances, rules, regulations, and requirements of governmental authorities, pertaining to the performance of the work; (e) perform the work, contract for its performance, and supervise its performance in a good and workmanlike manner and in the most expeditious, cost effective manner consistent with

Docusign Envelope ID: 7BC1E77C-3D99-40D1-BB12-A85EAC6F3678

standard of performance set forth in Section 1.2 of the Agreement; and (f) perform all activities necessary and incidental to the orderly performance of the work.

7. MAINTENANCE SUPERVISION: The Contractor shall assume full responsibility for day-to-day maintenance operations, ensuring that resources required to successfully complete projects and tasks are applied in a timely manner. The Contractor is responsible for: (a) making recommendations to the Contract Manager or designee of work that should be performed but which is not set forth in the Schedule of Work; (b) identifying work programs; (c) scheduling; (d) assisting and supervising work crews; (e) maintaining activity reports.

8. WORK SCHEDULING PROCEDURES: To the extent possible, it is the intent of this Agreement that the work be performed on a scheduled, orderly basis. Prior to commencement of work, Contractor shall prepare a schedule for the Contract Manager or designee to review showing projected work to be performed throughout the fiscal year and review them with the Contract Manager or designee. These schedules will represent specific work needs identified as the result of the Contractor's recommendations and requests from the Contract Manager or designee. Emphasis will be placed on identifying needs to ensure proper timing of work. Contractor will use a computerized maintenance management system (CMMS) to provide real-time visibility into maintenance activities, ensure accurate tracking of work and personnel, and support effective asset management. Contractor shall provide Contract Manager or designee continuous access to the CMMS.

9. CONTRACTOR PERSONNEL REQUIREMENTS
   A. Contractor shall assign a sufficient number of trained and experienced employees to perform the required service. Contractor shall designate one (1) employee as principal with full responsibility for directing the entire crew. The principal shall be authorized to act for the Contractor in every detail.
   B. Contractor shall furnish and require every on-duty employee to wear a company shirt or a visible photo identification badge identifying employee by name.
   C. All assigned personnel are subject to a criminal history records check performed using Live Scan. Government fees are required for the State (DOJ) and Federal (FBI) level criminal history record checks (if applicable). Contractor is responsible for the fee to perform such records search. An application fee per personnel is required to perform a formal criminal history records check. Should an employee not pass the criminal history records check, a refund will not be provided.
   D. All assigned personnel must have all the proper safety training, and equipment operator certificates to meet the minimum requirements of Cal OSHA.

10. CHEMICAL USE AND DISPOSAL
    A. Contractor shall maintain Safety Data Sheets (SDS) for all chemicals used at all times and shall provide them to the City upon request.
    B. Contractor shall furnish all labor, materials, equipment, and supplies necessary to perform the services described, at their own expense, including any items not explicitly listed but required for full and proper execution of the work.
    C. The Contractor shall ensure that all wastewater generated, handled, or disposed of under this Agreement complies with all applicable federal, state, and local laws, regulations, and environmental standards. The Contractor shall obtain all necessary permits and approvals and implement appropriate disposal methods to prevent pollution, contamination, or environmental harm.

Docusign Envelope ID: 7BC1E77C-3D99-40D1-BB12-A85EAC6F3678

D. Contractor shall be responsible for all damage which occurs to City property while performing services, regardless of whether the damage is to an item(s) being serviced or to other item(s) in and around the area where services are being performed.

11. CALIFORNIA AIR RESOURCES BOARD ADVANCED CLEAN FLEET REGULATIONS
    A. Vehicles with a gross vehicle weight rating (GVWR) greater than 8,500 pounds and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board (CARB) Advanced Clean Fleets (ACF) Regulations. Such vehicles may therefore be subject to requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets.
    B. For each calendar year, CONTRACTOR shall provide to the CITY a certificate of compliance with the CARB ACF rules as defined in the California Code of Regulations (CCR), or a signed statement stating their fleet is not subject to the High Priority and Federal Fleets Requirements (Title 13, CCR, Sections 2015 through 2015.6) and the State and Local Government Fleets Requirements (Title 13, CCR, Sections 2013 through 2013.4).

12. WORK REPORTING PROCEDURES: Contractor shall submit a Summary Report to the Contract Manager or designee on or before the 15th day of the month summarizing work completed in the previous month and following the invoicing procedures detailed in section 2.1 of the Agreement. These reports shall include a listing of work activities and work units completed, including any Additional Work or Emergency Work performed; status of current and completed service requests; and comparisons of annual work quantities and expenditures planned versus actual.

13. ADDITIONAL CONTRACTOR RESPONSIBILITIES: Contractor's employees will be alert for observable maintenance deficiencies at The Wave during their maintenance activities performing Scheduled Work, Additional Work, and Emergency Work. They will resolve observed maintenance deficiencies or report to the Contract Manager or designee.

14. PROTECTION OF WORK AND PUBLIC: The Contractor shall take all necessary measures to ensure the safety of work sites and prevent accidents during all phases of work. At no additional cost, the Contractor shall provide and maintain all required safety measures—such as barriers, signage, and personnel protective equipment —to protect the public within the work area while maintenance activities are in progress.

15. MATERIALS: Contractor will endeavor to secure materials from the lowest cost source reasonably available. City may require Contractor to acquire three bids for materials as determined by the Contract Manager or designee.

SCHEDULED WORK

The tables below summarize recurring and preventative maintenance tasks by area of The Wave. Each table includes the frequency each task is to be completed. The following frequency definitions apply:

- Daily: Every day of the year

Docusign Envelope ID: 7BC1E77C-3D99-40D1-BB12-A85EAC6F3678

- Weekly: Once a week, every week of the year
- 2x/Week: Twice a week, every week of the year
- Monthly: Once a month, every month of the year
- Annually: Once a year. Schedule for these items should be set between facility manager and contractor as it will typically require pool closures.
- Off-Season: October 1st through April 30th
- Pre-Operation: Two to three weeks before May 1st
- End of Season: October 1st through October 31st

Docusign Envelope ID: 7BC1E77C-3D99-40D1-BB12-A85EAC6F3678

Operations and Maintenance (O&M):

NATATORIUM (INDOOR POOL)		
#	**Frequency**	**Description**
1	Daily	Provide chemical testing kits and test water chemistry at the pool edge (ORP, SP, pH, GPM, PSI, Temp, INT)
2	Daily	Test water chemistry at the chemical controller and calibrate units as needed, document all results and adjustments
3	Daily	Add and/or adjust chemicals as needed (Contractor shall order chemicals and invoices shall be paid by City)
4	Daily	Check and adjust pool temperature to maintain an optimal temperature of 82 to 84 degrees
5	Daily	Empty/clean all skimmer baskets, vacuum pump strainers, and flow indicator filters
6	Daily	Skim pool and clean gutters
7	Daily	Maintain pumps, filters, and chemical balance year-round
8	Daily	Check for algae and take the necessary steps to remedy
9	Weekly	Fully vacuum entire pool
10	Weekly	Record UV light filter usage (Replace UV bulbs if necessary)
11	Weekly	Record heater usage (ensure it's working properly and adjust temperature depending on weather)
12	Weekly	Test pool alkalinity and calcium hardness
13	Weekly	Clean strainer baskets for all pumps
14	2x/Week	Inspect and maintain handrails, gutters, and tiles surrounding the pool
15	2x/Week	Backwash filters (2x/Week or more often as needed). Contractor shall replace media, back wash valves, plumbing, booster pumps, and timing mechanism
16	Annually	Inspect solar, paint, and galvanizing; submit a report with cost estimates for any maintenance work identified during the inspection. Upon approval by the Contract Manager or designee, Contractor shall complete the maintenance work. Documentation for completed work must be submitted within five days and include who completed the work, the dates, and scope of the work.
17	Annually	Solar leak test
18	End of Season	Winterization (Setup, tear down, proper storage of equipment including pool furniture, and other duties as assigned). Cutting and cleaning of deck drains to ensure there is no standing water.

PAUL MCCREARY OUTDOOR POOL (COMPETITIVE SPORTS POOL)		
#	**Frequency**	**Description**
1	Daily	Provide chemical testing kits and test water chemistry at the pool edge (ORP, SP, pH, GPM, PSI, Temp, INT)
2	Daily	Test water chemistry at chemical controllers and calibrate units as needed, document all results and adjustments
3	Daily	Add and/or adjust chemicals as needed (Contractor shall order chemicals and invoices shall be paid by City)

Docusign Envelope ID: 7BC1E77C-3D99-40D1-BB12-A85EAC6F3678

4	Daily	Check and adjust pool temperature to maintain an optimal temperature of 82 to 84 degrees
5	Daily	Empty/clean all skimmer baskets, vacuum pump strainers, and flow indicator filters
6	Daily	Skim the pool and clean the gutters
7	Daily	Maintain pumps, filters, and chemical balance year-round
8	Daily	Check for algae and take the necessary steps to remedy
9	Weekly	Fully vacuum entire pool
10	Weekly	Record UV light filter usage (Replace UV bulbs if necessary)
11	Weekly	Record heater usage (ensure it's working properly and adjust temperature depending on weather)
12	Weekly	Test pool alkalinity and calcium hardness
13	Weekly	Clean strainer baskets for all pumps
14	2x/Week	Inspect and maintain handrails, gutters, and tiles surrounding the pool
15	2x/Week	Test the ADA chair lift
16	2x/Week	Backwash filters (or more often as needed)
17	Annually	Inspect paint and galvanizing; submit a report with cost estimates for any maintenance work identified during the inspection. Upon approval by the Contract Manager or designee, Contractor shall complete the maintenance work. Documentation for completed work must be submitted within five days and include who completed the work, the dates, and scope of the work.
18	End of Season	Winterization (Setup, tear down, and properly store equipment. Cutting and cleaning of deck drains to ensure there is no standing water)

WATERSLIDE MAINTENANCE		
#	**Frequency**	**Description**
1	Daily	Provide chemical testing kits and test water chemistry at the slide edge (ORP, SP, pH, GPM, PSI, Temp, INT)
2	Daily	Test water chemistry at chemical controllers and calibrate units as needed, document all results and adjustments
3	Daily	Add and/or adjust chemicals as needed (Contractor shall order chemicals and invoices shall be paid by the City)
4	Daily	Check and adjust pool temperature to maintain an optimal temperature of 78 to 80 degrees
5	Daily	Empty/clean all skimmer baskets, vacuum pump strainers, and flow indicator filters
6	Daily	Skim all runout lanes
7	Daily	Check all runout lanes for algae and take necessary steps to remedy
8	Daily	Address minor slide issues such as caulking, chips, cracks, and leaks
9	Daily	Inspect and conduct as-needed maintenance on Emergency Stop (e-stop) buttons, steps into slides, pneumatics, plumbing, and flow meters
10	Daily	General non-structural slide tower maintenance (e.g., pressure washing, non-slip tape, minor chip/crack patching, joint caulking, flow meters and sensors, emergency stop buttons, capsule slide electronics/pneumatics, signage securement, replacing or tightening bolts and screws, replacing

Docusign Envelope ID: 7BC1E77C-3D99-40D1-BB12-A85EAC6F3678

		damaged or missing deck planks, sealing or patching non-load-bearing surfaces, repainting or touch-up of surface coatings, and other general upkeep that does not require structural analysis, etc.)
11	Daily	Maintain pumps, filters, and chemical balance year-round
12	Daily	Check for algae and take the necessary steps to remedy
13	Weekly	Test pool alkalinity and calcium hardness
14	Weekly	Mechanical inspection per manufacturer recommendation of the capsule slide
15	Annual	Conduct annual preventative maintenance on the drop slide air compressor (including oil and air filter change) for drop slide prior to the annual inspection
16	2x/Week	Backwash filters (or more often as needed)
17	Annually	Inspect solar, paint, and galvanizing; submit a report with cost estimates for any maintenance work identified during the inspection. Upon approval by the Contract Manager or designee, Contractor shall complete the maintenance work. Documentation for completed work must be submitted within five days and include who completed the work, the dates, and scope of the work.
18	Annually	Attend OSHA inspection and complete identified work (*City slide contractor also attends the OSHA inspection and will complete maintenance work to slides per OSHA's recommendations)*
19	End of Season	Winterization (Turn off heater and other duties as assigned)
20	Off Season	Turn on slide and run outs once a month. (7 months)

CHILDREN'S PLAY POOL (SPLASH ZONE)		
#	**Frequency**	**Description**
1	Pre-Operation	Inspect and maintain water spray features*
2	Pre-Operation	Inspect and maintain non-water features: netting, paint, palm trees, railings, etc.*
3	Pre-Operation	Inspect the large tipping bucket assembly*
4	Pre-Operation	Replace any small parts (including but not limited to bearings, anchors, clasps, gaskets, feature and structure hardware) removed at end of season
4	Daily	Provide chemical testing kits and test water chemistry at the pool edge (ORP, SP, pH, GPM, PSI, Temp, INT)
5	Daily	Test water chemistry at chemical controllers and calibrate units as needed, document all results and adjustments
6	Daily	Add and/or adjust chemicals as needed (Contractor shall order chemicals and invoices shall be paid by City)
7	Daily	Check pool temperature and adjust to maintain an optimal temperature of 78 to 80 degrees*
8	Daily	Empty/clean all skimmer baskets, vacuum pump strainers, and flow indicator filters

Docusign Envelope ID: 7BC1E77C-3D99-40D1-BB12-A85EAC6F3678

9	Daily	Skim the pool and clean the gutters
10	Daily	Check and adjust if needed operating pressure and flow to all effects*
11	Daily	Visually inspect and maintain climbing and safety nets
12	Daily	Maintain pumps, filters, and chemical balance year-round
13	Daily	Check for algae and take the necessary steps to remedy
14	Varies	Fully vacuum entire pool 2x/Week from April through October and weekly from November through March
15	Weekly	Test pool alkalinity and calcium hardness
16	Weekly	Inspect and maintain Aqua Play: one single and two tandem waterslides*
17	Weekly	Check the operation of jets and nozzles; clean and grease as required*
18	Weekly	Record heater usage (ensure it's working properly and adjust temperature depending on weather)*
19	Weekly	Check valve operating assemblies*
20	2x/Week	Backwash filters (or more often as needed)
21	2x/Week	Inspect and maintain the tile and gutters surrounding the pool
22	2x/Week	Check operation of nozzles*
23	End of Season	Drain the play structure for maintenance if required
24	End of Season	Inspect the entire structure and submit a report with cost estimates for any needed maintenance
25	End of Season	Clean components (Including but not limited to Pin Wheel, Tipping Buckets, Spray Guns, Water Troughs, Shower Nozzles, and other various structure features)
26	End of Season	Inspect solar, paint, and galvanizing; submit a report with cost estimates for any maintenance work identified during the inspection. Upon approval by the Contract Manager or designee, Contractor shall complete the maintenance work. Documentation for completed work must be submitted within five days and include who completed the work, the dates, and scope of the work.
27	End of Season	Remove, label, and store small parts (including but not limited to bearings, anchors, clasps, gaskets, feature and structure hardware)
28	End of Season	Inspect the large tipping bucket assembly
29	End of Season	Winterization (Cover fiberglass features, and other duties as assigned)
***Items that only require 4 months of service**		

MECHANICAL ROOM MAINTENANCE		
#	**Frequency**	**Description**
1	Daily	Inventory and order pool chemicals
2	Daily	General upkeep of the high-rate sand filters for each circulation system
3	Daily	Check flow meters and pressure gauges
4	Daily	Complete and submit checklists and maintenance reports
5	Daily	Inspect all chemical sheds for leaks

Docusign Envelope ID: 7BC1E77C-3D99-40D1-BB12-A85EAC6F3678

6	Annually	Sink pit cleaning and vacuuming for all pools
7	Annually	Replace rubber tubing for peristaltic pumps
8	Pre-Operation and End of Season	Backwash pool systems and replace backwash valves
9	As Needed	Other preventative measures as determined necessary (Contractor to provide list of items and bid amounts if applicable)
10	As Needed	Tile and grout maintenance
11	As Needed	Inspect and maintain underwater lights

Docusign Envelope ID: 7BC1E77C-3D99-40D1-BB12-A85EAC6F3678

OPERATIONS AND MAINTENANCE TOTALS*						
	Natatorium	**Paul McCreary Outdoor Pool**	**Waterslide**	**Splash Zone**	**Mechanical Room Maintenance**	**Annual Total**
Year 0 (Prorated) (FY25/26)	$48,000	$51,000	$49,000	$41,000	$3,000	$192,000
Year 1 (FY26/27)	$59,000	$63,000	$61,000	$51,000	$4,000	$238,000
Year 2 (FY27/28)	$61,000	$65,000	$63,000	$53,000	$4,000	$246,000
Year 3 (FY28/29)	$63,000	$67,000	$65,000	$55,000	$5,000	$255,000
Year 4 (FY29/30)	$65,000	$70,000	$67,000	$57,000	$5,000	$264,000
Year 5 (FY30/31)	$67.000	$72,000	$69,000	$59,000	$5,000	$272,000
Total	**$363,000**	**$388,000**	**$374,000**	**$316,000**	**$26,000**	**$1,467,000**

*Rounded up to the nearest $1,000

Docusign Envelope ID: 7BC1E77C-3D99-40D1-BB12-A85EAC6F3678

Preventative Maintenance:

Note: Items in grey in the tables below are included for reference, but are not scheduled to be needed during the term of this agreement

MECHANICAL ROOM		
Item	**Lifespan**	**Year Needed**
Controller Flow Meter	2	2026-27, 2028-29, 2030-31
1000 Gallon Chlorine Tanks	10-12	2026-27
250 Gallon Acid Tank	10	2026-27
Air Compressor	10	2026-27
Chlorine Peristaltic Pump	2-4	2026-27, 2029-30
CO2 Injector Pumps	10	2026-27
CO2 Tanks	10-12	2026-27
Controller Chlorine Probes	2	2026-27, 2028-29, 2030-31
Controller Flow Sensor	10	2026-27
Controller pH Digital	20	2034-35
Controller pH Probes	2	2026-27, 2028-29, 2030-31
Filter Sand / Media	15-20	2032-33
Muriatic Acid Peristaltic Pump	2-4	2026-27, 2029-30
Natatorium Circulation Motor & Pump	10	2026-27
Natatorium Controller	15-20	2029-30
Natatorium Heater	10	2026-27
Natatorium Solar Pump	6-8	2026-27
Natatorium Variable Frequency Drive (VFD)	10-20	2030-31
Pit Fill Valves	5-10	2026-27
Priority Valves	6-8	2025-26
Slide Controller	15-20	2030-31
Slide Tower Booster Motor & Pump 1	10	2026-27
Slide Tower Booster Motor & Pump 2	10	2026-27
Slide Tower Booster Motor & Pump 3	10	2026-27
Slide Tower Circ Motor & Pump	10	2030-31
Slide Tower Heater	10	2026-27
Slide Tower VFD	10-20	2030-31
Splash Zone Booster Motor & Pump 1	10	2026-27
Splash Zone Booster Motor & Pump 2	10	2026-27
Splash Zone Circ Motor & Pump	10	2026-27
Splash Zone Controller	15-20	2026-27
Splash Zone Heater	10	2026-27
Splash Zone VFD	10-20	2029-30
Sport Heater	10	2026-27

Docusign Envelope ID: 7BC1E77C-3D99-40D1-BB12-A85EAC6F3678

Sport Pool Circ Pump Motor & Pump	10	2026-27
Sport Pool Controller	15-20	2029-30
Sport Pool VFD	10-20	2029-30
UV Quartz	2-3	2027-28,2029-30, 2031-32
UV Wiper	2	2027-28,2029-30, 2031-32

AMENITIES		
Item	**Lifespan**	**Year Needed**
Back Boards	2-3	2026-27, 2028-29, 2030-31
Grates	10	2034-35
Guard Chairs	10 - 15	2026-27
Guard Tubes	2-3	2026-27, 2028-29, 2030-31
Ladder Railings	10 - 15	2026-27
Lane Line Reels	15-20	2028-29
Main Drain Cover	10	2026-27
Natatorium Flags	15-20	2026-27
Natatorium Lane Lines	10	2026-27
Natatorium Under Water Lights	6	2029-30
Natatorium Wheelchair	3-4	2026-27
Ring Buoy	2-3	2026-27, 2028-2029, 2030-2031
Safety Signage	10 - 15	2026-27
Shepards Crooks	2-3	2026-27, 2028-29, 2030-31
Sport Lane Lines	10	2026-27
Sport Pool ADA Lift	10	2030-31
Sport Pool Dive Blocks	15-20	2034-35
Sport Pool Flags	2-4	2025-26, 2028-29, 2031-32
Sport Pool Polo Goals	15-20	2026-27
Sport Pool Tarps	10	2026-27
Sport Pool Under Water Lights	6	2029-30

SLIDE TOWER		
Item	**Lifespan**	**Year Needed**

Docusign Envelope ID: 7BC1E77C-3D99-40D1-BB12-A85EAC6F3678

Capsule Slide Electronics	10 - 15	2026-27
Capsule Slide Pneumatics	10 - 15	2026-27
E-stop Buttons	8 - 10	2026-27
Electrical / Pneumatic Mount and Conduit	10	2033-34
First Deck Run Out Netting	2 - 3	2025-26, 2027-28, 2029-30, 2031-32
Flow Meter and Gauges	8 - 10	2026-27
Foundation Inspection	10	2026-27
Lighting	15-20	2031-32
Non-Destructive Testing	10	2026-27
Platform Decking & Coping (Fiberboard)	10 - 15	2026-27
Run Out Fencing	20	2034-35
Scaffolding	5	2026-27, 2031-32
Signage	2 - 3	2025-26, 2027-28, 2029-30, 2031-32
Slide Exterior Paint	10	2026-27
Sprayer Nozzle and Tubing for Bowl Slide	6	2029-30
Stair Platforms (Fiberboard)	10 - 15	2026-27

SPLASH ZONE		
Item	**Lifespan**	**Year Needed**
Anodes	2	2025-26, 2027-28, 2029-30, 2031-32
Base Plates	6-8	2026-27
Feature Bearings	10	2026-27
Gaskets	2-4	2026-27
Hose Jets	2	2025-26, 2027-28, 2029-30, 2031-32
Large Tipping Bucket	20	2034-35
Palm Tree Branches	2	2025-26, 2027-28, 2029-30, 2031-32
Signage	6-8	2026-27
Structure Pannels	6-8	2026-27
Surf Boards	6-8	2026-27

Docusign Envelope ID: 7BC1E77C-3D99-40D1-BB12-A85EAC6F3678

Tipping Buckets	20	2034-35

Docusign Envelope ID: 7BC1E77C-3D99-40D1-BB12-A85EAC6F3678

PREVENTATIVE MAINTENANCE TOTALS*					
Year	**Mechanical Room**	**Amenities**	**Slide Tower**	**Splash Zone**	**Annual Total**
0** (FY25/26)	$15,000	$8,000	$4,000	$5,000	$32,000
1 (FY26/27)	$506,000	$107,000	$21,000	$22,000	$656,000
2 (FY27/28)	$3,000	$2,000	$4,000	$5,000	$14,000
3 (FY28/29)	$9,000	$47,000	$0	$6,000	$62,000
4 (FY29/30)	$156,000	$38,000	$11,000	$5,000	$210,000
5 (FY30/31)	$9,000	$19,000	$0	$6,000	$34,000
Total	**$698,000**	**$221,000**	**$40,000**	**$49,000**	**$1,008,000**

*Rounded up to the nearest $1,000
**Year 0 (FY25/26) prorated to align contract with fiscal year cycle

COMPENSATION SCHEDULE:

TOTAL COMPENSATION BY TYPE AND BY YEAR							
Category	**Year 0**	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Subtotal**
O&M*	$192,000	$238,000	$246,000	$255,000	$264,000	$272,000	**$1,467,000**
O&M Contingency **	$39,000	$48,000	$50,000	$51,000	$53,000	$55,000	**$296,000**
Preventative Maintenance	$32,000	$656,000	$14,000	$62,000	$210,000	$34,000	**$1,008,000**
Preventative Maintenance Contingency ***	$500,000						**$500,000**
Total	**$263,000**	**$942,000**	**$310,000**	**$368,000**	**$527,000**	**$361,000**	**$3,271,000**

*O&M costs include a 3% increase each year to account for inflation. Contractor shall notify City no later than 60 days prior to a new Fiscal Year (July 1 – June 30) if this 3% increase is required.
**O&M Contingency of up to 20% of the annual O&M allotment is allocated in each year of the contract to cover unexpected operation and maintenance costs. Funds do not carryover and can only be spent with approval from the Contract Manager or designee.
***Preventative Maintenance Contingency of $500,000 is allocated to cover unexpected equipment maintenance activities in the 5-year contact term. Funds can only be spent with approval from the Contract Manager or designee.

Docusign Envelope ID: 7BC1E77C-3D99-40D1-BB12-A85EAC6F3678

All materials/supplies required to perform these services shall be provided by the Contractor. If utilizing a Subcontractor, Contractor may charge an administrative fee not to exceed 10% of subcontractor costs.
Invoices shall be submitted electronically to: pwinvoices@dublin.ca.gov. Invoices shall be submitted as work is completed, and not more often than once a month, per the Agreement.

1. Cover Letter

East Bay Pool Service Inc has received the RFP request to provide contractor services for the City of Dublin at the Wave Water Park. We most definitely desire to continue to provide maintenance service for the City of Dublin at the Wave. We have provided the maintenance since the opening and our staff absolutely loves working there and working with the Waves staff!

We have demonstrated our faithful commitment to the City of Dublin in providing continual care for the wave facility down to the smallest details. There are no parts of the pools or their operating systems that have been neglected, rather, we have been active in maintaining not only water quality but also taking great care of all the maintenance and repair issues that continually surface that need attention. We pride ourselves at keeping the pools and pump rooms clean, operating correctly, leak free and with a plan for upcoming repair/pmi needs.

Please take into consideration the extremely high value of having a company continue service operations who has been providing maintenance services for the City of Dublin for close to 30 years without any issue! Services that have been continuous and daily, dating back to a great relationship we had with the infamous Paul McCreary when we serviced the Dublin Swim Center close to 30 years ago!

Also please consider carefully our company's ability to respond quickly to emergencies that can occur. Because we are local, and well-staffed and most importantly are experienced in all types of sometimes difficult repairs, we are able to minimize down time with efficient repairs. For instance, one of the pumps in the pit can weigh over 4000 pounds and getting it up and out of the pit, rebuilt, and reinstalled is something we do regularly at facilities in the area. We did it for the Wave this last summer. We actually have performed countless repairs at the Wave over the past 7 plus years, repairs on the filters, motors, backwash systems, heaters, VFD's, chemical computer control systems, UV systems and slides. We have our blood, sweat and tears all over the facility 😊

JAMES VANCE
PRESIDENT
12/20/24

2. Statement of Qualifications

East Bay Pool Service has specialized in Commercial Pool service and repair for over 30 years. My head engineer, Sam Terry has worked for us for over 20 years and is possibly the smartest and most mechanical person I have ever known. He has experience working not only in the pool industry but also has worked on ships, planes and helicopters. My son, Carter Vance has worked with us for over four years and has experience in all aspects of pool systems and repairs. Likewise, Gibran Morales has worked for East Bay Pool for over 3 years and has shown incredible faithfulness and extreme care for detail in all his work including all aspects of pool system repairs. Myles Darrah has been with East Bay Pool for over 2 years and is also a very faithful employee who has great aptitude for pool mechanics and repair. Sam, Carter, Gibran, Myles and myself are our main repair technicians. We also have regular maintenance techs: Guadalupe Garcia, who has worked for EBPS for over 17 years, Jose Pastora 16 years, Hiroyuki Wantanbi 4 years, and Anthony Flores for 4 years.

We are all experienced with repairs on the latest and highest tech equipment including: Pumps, heaters, filters, computer control systems, backwash systems, plaster repairs, tile, slide maintenance/repairs and truly all aspects of aquatic facility repairs.

Safety has been a top priority for our team from the beginning. We are constantly maintaining safetly logs and conducting safety training to ensure safe work and pool facility environment. We have a very close working relationship with the County Health Dept as well as with OSHA to keep up to date on all current requirements.

3. References

The Wave Waterpark- Continued maintenance since the opening of the facility. (overlapping service with The Dublin Swim Center for 20 years until its closure) Person of contact, Dustin Stene

Dolores Bengtson Aquatic Center- 2 ½ years service, 7 days per week service provided, almost identical scoop to The Wave, person of contact, Steve Castaneda, City of Pleasanton Facilities Supervisor Public Works, 925 931-5585

San Ramon Valley Unified School District- 25 years faithful service, MVHS and SRVHS, 7 days per week service provided for both pools, almost identical scoop to The Wave, person of contact, Chris Hamburger, supervisor maintenance and grounds, 925 824-0264 ext 2288

4. Key Staff Members

Jim Vance, President of Operations; Sam Terry, Engineer, 25 years; Gibran Morales, Supervisor, 4 years; Carter Vance, repair tech and route manager, 4 years; Myles Darrah, repair tech, 3 years; Anthony Flores maintenance tech, 4 years; Hiroyuki Wantanbi, maintenance tech, 4 years; Jose Pastora, maintenance tech, 18 years, and Guadalupe Garcia, maintenance tech, 17 years. All these are full time staff and are available to respond to all types of callings. We have 24 hour emergency service available. We never have an issue completing the work we have committed to.

5. Subcontractors

Very rarely do we obtain the service of subcontractors. Occasionally may refer out to Knorr Systems or Scuba Plaster Repair Company. We do almost all pool related work in house.

6. Project flow

The project flow will follow the required scope of maintenance services required. Since we have been performing maintenance for The Wave since opening, we have a very high level of understanding of how to approach all tasks. We generally begin with a brief walk of facility to ensure no abnormal observations or safety concerns. Then we check proper functioning in the pump room, including chemical computer controls, heaters, filters, VFD's and pumps etc. We ensure that all maintenance items are done daily, weekly, monthly and annually according to the scope of services. Daily logs kept for regular maintenance as well as equipment repairs.

7. Project Schedule

The project schedule will be performed according the required maintenance scope during the specific season schedule. A technician will be working on required tasks on the facility 6 days a week, Monday through Saturday, Oct 1-April 30, 4 hours per day at time specified by management. During the summer, May 1-Sept 30, service will be provided 4 hours per day, from 9:30am-1:30pm, 7 days per week. This schedule is minimum and will be supplemented by service that may be required to meet facility needs outside this timeframe.

8. Attachement B

Bid price terms used for pricing required maintenance items:

"Included" – this task we deem to be included within the scope of duties already listed elsewhere in the scope.

"Plus parts" – the parts that may be required could be very costly and would be given as a proposed additional cost as job requires.

"Per proposal" – the task may require a very costly and time-consuming repair and should be done per proposal presented.

Defining pricing structure:

We estimated our pricing based on prevailing wage, including required double-time on Sundays.

Hourly rate is $130/hr

When calculating monthly cost, we totaled all the months at 6 days per week and added all the months at 7 days per week, then divided by 12 to get the average cost per month.

On the Splash Zone, we found items that we felt were to be charged only for 4 months and factored that into our calculations.

Required Maintenance and Service Frequency

NATATORIUM (Indoor Pool)			
#	Frequency	Description	Bid Price
1	Daily	Provide chemical testing kits and test water chemistry at the pool edge (ORP, SP, pH, GPM, PSI, Temp, INT)	5 MIN 10.85
2	Daily	Test water chemistry at the chemical controller and calibrate units as needed, document all results and adjustments	5 MIN 10.85
3	Daily	Add and adjust chemicals as needed. (Contractor shall order the chemicals and invoices shall be provided by the supplier)	5 MIN 10.85
4	Daily	Check and adjust to maintain an optimal pool temperature of 82 to 84 degrees	1 MIN 2.17
5	Daily	Skim pool and clean gutters	10 MIN 21.70
6	Daily	Empty/clean all skimmer baskets, vacuum pump strainers, and flow indicator filters	15 MIN 32.55
7	Weekly	Fully vacuum entire pool	1 HOUR 130
8	Weekly	Record UV light filter usage (Replace UV bulbs if necessary)	1 MIN 2.17
9	Weekly	Record heater usage (ensure its working properly and adjust temperature depending on weather)	1 MIN 2.17
10	Weekly	Test total alkalinity and calcium hardness	5 MIN 10.85
11	Weekly	Clean strainer baskets for all pumps	10 MIN 21.70
12	Bi-Weekly	Inspect and repair handrails and tiles surrounding the pool	10 MIN 21.70
13	Bi-Weekly	Backwash filters (or more often as needed). Contractor shall replace media, back wash valves, plumbing, booster pumps, and timing mechanism.	15 MIN 32.55
14	Monthly	Change circulation pumps	5 MIN 10.85
15	Annually	Pumps, filters, and chemicals balance are maintained year-around.	N/C
16	Annually	Inspect, solar, paint and galvanizing; submit a report with cost estimates for any needed repairs. Documentation for repairs must be submitted within five days and include who made the repairs, the dates, and scope of repairs	390
17	Annually	Solar leak test	260
18	Annually	Winterization (Bring in umbrellas and deck equipment. Cutting and cleaning of deck drains to ensure there is no standing water)	780
(MONTHS W/ 6 DAYS PER WK) PLUS (MONTHS W/ 7 DAYS) ÷12 ← Total Monthly Cost:			AVG 4,575.14
		Total Annual Cost:	56,331.70

PAUL MCCREARY OUTDOOR POOL (Competitive Sports Pool)			
#	Frequency	Description	Bid Price
1	Daily	Provide chemical testing kits and test water chemistry at the pool edge (ORP, SP, pH, GPM, PSI, Temp, INT)	5 MIN 10.85
2	Daily	Test water chemistry at chemical controllers and calibrate units as needed, document all results and adjustments	5 MIN 10.85
3	Daily	Add and/or adjust chemicals as needed	5 MIN 10.85
4	Daily	Check and adjust to maintain an optimal pool temperature of 82 to 84 degrees	1 MIN 2.17

5	Daily	Empty/clean all skimmer baskets, vacuum pump strainers, and flow indicator filters	15 MIN 32.55
6	Daily	Skim the pool and clean the gutters	15 MIN 32.55
7	Weekly	Fully vacuum entire pool	1.5 HOUR 195
8	Weekly	Record UV light filter usage	1 MIN 2.17
9	Weekly	Record heater usage	1 MIN 2.17
10	Bi-Weekly	Inspect the and repair tile, handrails, and gutters surrounding the pool	15 MIN 32.55
11	Bi-Weekly	Test the ADA chair lift	5 MIN 10.85
12	Bi-Weekly	Backwash filters (or more often as needed)	15 MIN 32.55
13	Annually	Pumps, filters, and chemicals balance are maintained year-around.	N/C
14	Annually	Inspect paint and galvanizing; submit a report with cost estimates for any needed repairs. Documentation for repairs must be submitted within five days and include who made the repairs, the dates, and scope of repairs	390
15	Annually	Winterization (Bring in umbrellas and deck equipment. Cutting and cleaning of deck drains to ensure there is no standing water)	780
(MONTH W/ 6 DAYS) + (MONTH W/ 7 DAYS) ÷ 12 = AVG/MO		**Total Monthly Cost:**	4939.17
		Total Annual Cost:	60,440.00
***All activities listed above include the Contractor's time and effort to uncover and cover the Competitive Sports Pool as necessary to provide the service listed.**			

WATERSLIDE MAINTENANCE			
#	**Frequency**	**Description**	**Bid Price**
1	Daily	Provide chemical testing kits and test water chemistry at the slide edge (ORP, SP, pH, GPM, PSI, Temp, INT)	5 MIN 10.85
2	Daily	Test water chemistry at chemical controllers and calibrate units as needed, document all results and adjustments	5 MIN 10.85
3	Daily	Add and/or adjust chemicals as needed	5 MIN 10.85
4	Daily	Check and adjust to maintain an optimal pool temperature of 78 to 80 degrees	1 MIN 2.17
5	Daily	Empty/clean all skimmer baskets, vacuum pump strainers, and flow indicator filters	10 MIN 21.70
6	Daily	Skim all runout lanes	5 MIN 10.85
7	Daily	Check all runout lanes for algae and take necessary steps to remedy	1 MIN 2.17
8	Daily	Address minor repairs such as caulking, chips and cracks, and leaks	15 MIN 32.55
9	Daily	Inspect and conduct as-needed repairs on Emergency Stop (e-stop) buttons, stairs, numatics, plumbing, and flow meters	10 MIN 21.70
10	Daily	General slide tower maintenance (Pressure washing, non-slip tape, safety, and security)	10 MIN 21.70
11	Weekly	Test pool alkalinity and calcium hardness	5 MIN 10.85
12	Weekly	Mechanical inspection per manufacturer recommendation of the capsule slide	30 MIN 65.00
13	Weekly	Draining of air compressor for drop slide	5 MIN 10.85
14	Bi-Weekly	Backwash filters (or more often as needed)	15 MIN 32.55

15	End of Season	Inspect paint and galvanizing; submit a report with cost estimates for any needed repairs. Documentation for repairs must be submitted within five days and include who made the repairs, the dates, and scope of repairs	390
16	End of Season	Winterization (Turn off heater and other duties as assigned)	390
17	Off Season	Turn on slide and run outs once a month. (7 MONTHS)	10 MIN 21.70
18	Annually	Pumps, filters, and chemicals balance are maintained year-around.	N/C
(MONTHS W/ 6 DAYS PER WK) + (MONTHS W/ 7 DAYS PER WK) ÷ 12 = AVG		**Total Monthly Cost:**	4775.05
		Total Annual Cost:	58,232.46

***Our slide contractor conducts bi-annual inspections and performs major annual repairs. They also attend the OSHA inspection and make repairs to slides per OSHA's recommendations.**

****The pool maintenance contractor is responsible for daily maintenance to slides during summer season. Including but not limited to chip/crack repair, caulking, E-Stop buttons, flow meters, leaks, and other minor maintenance.**

CHILDREN'S PLAY POOL (Splash Zone) * SOME ITEMS ONLY NEED 4 MONTHS			
#	**Frequency**	**Description**	**Bid Price**
1	Pre-Operation	Inspect and repair water spray features * 4 MONTHS	5 MIN 10.85
2	Pre-Operation	Inspect and repair non-water features: netting, paint, palm trees, and railings * 4 MONTHS	5 MIN 10.85
3	Pre-Operation	Inspect the large tipping bucket assembly * 4 MONTHS	5 MIN 10.85
4	Daily	Provide chemical testing kits and test water chemistry at the pool edge (ORP, SP, pH, GPM, PSI, Temp, INT)	5 MIN 10.85
5	Daily	Test water chemistry at chemical controllers and calibrate units as needed, document all results and adjustments	5 MIN 10.85
6	Daily	Add and/or adjust chemicals as needed	5 MIN 10.85
7	Daily	Check and adjust to maintain an optimal pool temperature of 78 to 80 degrees * 4 MONTHS	1 MIN 2.17
8	Daily	Empty/clean all skimmer baskets, vacuum pump strainers, and flow indicator filters	10 MIN 21.70
9	Daily	Skim the pool and clean the gutters	10 MIN 21.70
10	Daily	Check and adjust if needed operating pressure and flow to all effects * 4 MONTHS	5 MIN 10.85
11	Daily	Visually inspect and repair if needed climbing and safety nets * 4 MONTHS	5 MIN 10.85
12	Weekly	Vacuum entire pool bi-weekly from April through October and weekly from November through March → 2 HOUR/WK 7 MONTHS 260 → 1 HOUR/WK 5 MONTHS 130	
13	Weekly	Test pool alkalinity and calcium hardness *	10.85
14	Weekly	Inspect Aqua Play: one single and two tandem waterslides 4 MONTHS	5 MIN 10.85
15	Weekly	Check the operation of jets and nozzles; clean and grease as required * 4 MONTHS	5 MIN 10.85
16	Weekly	Record heater usage * 4 MONTH	1 MIN 2.17
17	Weekly	Check valve operating assemblies * 4 MONTHS	5 MIN 10.85
18	Bi-weekly	Backwash filters (or more often as needed)	15 MIN 32.55
19	Bi-weekly	Inspect the tile and gutters surrounding the pool	1 MIN 2.17
20	Bi-weekly	Check operation of nozzles * 4 MONTHS	5 MIN 10.85
21	End of Season	Drain the play structure for maintenance and repairs if required	260

22	End of Season	Inspect the entire structure and submit a report with cost estimates for any needed repairs	390
23	End of Season	Clean components (Including but not limited to Pin Wheel, Tipping Buckets, Spry Guns, Water Troughs, Shower Nozzles, and other various structure features)	390
24	End of Season	Inspect paint and galvanizing; submit a report with cost estimates for any needed repairs. Documentation for repairs must be submitted within five days and include who made the repairs, the dates, and scope of repairs	390
25	End of Season	Remove, label, and store small parts (Including but not limited to bearings, anchors, clasps, gaskets, feature and structure hardware)	390
26	End of Season	Inspect the large tipping bucket assembly	130
27	End of Season	Winterization (Cover fiberglass features, other duties as assigned.)	390
28	Annually	Pumps, filters, and chemicals balance are maintained year-around.	N/C
ITEMS w/ 4 MO. + MONTHS w/ 6 DAYS + MONTHS w/ 7 DAYS = AVG/MO		**Total Monthly Cost:**	3816.78 AVG
		Total Annual Cost:	48,141.41

GENERAL MAINTENANCE			
#	**Frequency**	**Description**	**Bid Price**
1	Daily	Check all pools for algae and take the necessary steps to remedy	INCLUDED
2	Daily	Inventory for and ordering of pool chemicals	INCLUDED
3	Daily	General upkeep of the high-rate sand filters for each circulation system	INCLUDED
4	Daily	Check flow meters and pressure gauges	INCLUDED
5	Daily	Complete and submit checklists and maintenance reports	INCLUDED
6	Daily	Inspect all chemical sheds for leaks	INCLUDED
7	Annually	Sink Pit Cleaning and Vacuuming for all pools	1560
8	Annually	Replace rubber tubing for peristaltic pumps	390 + PARTS
9	Pre/Post Season	Back washing pool systems and change backwash valves	PER PROPOSAL
10	As Needed	Other preventative measures as determined necessary (Contractor to provide list of items and bid amounts if applicable.)	PER PROPOSAL
11	As Needed	Minor tile and grout repair	INCLUDED
12	As Needed	Repair and replace underwater lights	PER PROPOSAL
		Total Monthly Cost:	—
		Total Annual Cost:	1,950
***Contractor is required to use their own tools and supplies for repairs or maintenance.**			

OTHER MAINTENANCE AND REPAIR SERVICES		
#	**Description**	**Bid Price**
1	Onsite maintenance personnel four hours per day, on days determined by time of year (See Service Frequency). Maximum response time of 30 minutes when issues occur during operational hours and impact the use of a pool or attraction.	INCLUDED

	Response time of 24 hours or less when maintenance issues do not impact the use of a pool or attraction.	130/HR OR (OT 9PM-5AM)
1a	Duties include lane line, flag, tile, handrails, lift chair/wheelchair, power washing, removing scale, equipment reel maintenance, dive blocks, water polo goals, underwater lights, deck grates, umbrellas, seating, and other duties as assigned.	INCLUDED
2	On-call availability when a maintenance or repair situation occurs	130/HR OR OT
3	Consult and provide a long-term preventative maintenance plan and equipment lifespan. Plan shall be produced 6 months after work has begun and updates are required annually thereafter.	390
	Total Monthly Cost:	
	Total Annual Cost:	390
Service Frequency: October 1 through April 30, Monday through Saturday. May 1 through September 30, seven days a week. Summer season, 9:30am – 1:30pm, Off season, agreed upon between contractor and facility		
***Required to maintain an Air Compressor Operation Certificate and attend County or OSHA inspections.**		

DESIRED ADDITIONS (optional)		
#	**Description**	**Bid Price**
1	Oversite and management of subcontracting services for:	
1a	Tile, grout, and plaster repair	N/A
1b	Underwater lights (Natatorium)	
1c	Heater and pump/chemical room repairs	
1d	Contract (or subcontractors) to bid on specialty pool repair projects	
	Total Monthly Cost:	
	Total Annual Cost:	

FREQUENCY LEGEND	
Pre-Operation	Two to three weeks before May 1st
Daily	Every day of the year
Weekly	Once a week for every week of the year
Bi-weekly	Twice a week for every week of the year
Monthly	Once a month for every month of the year
Annually	Once a year, schedule for these items set between facility and contractor as it will typically cause pool closures
Beginning of Summer Season	Memorial Day Weekend
End of Summer Season	Last weekend in September
Off Season	Last weekend in September through April 30th

9. Contractor Service Agreement and Insurance

East Bay Pool Service Inc confirms its ability to meet Dublin standard contractor service agreement and insurance requirements.

Proposal Questions:

If the City has any questions regarding this proposal, please feel free to contact me to discuss anytime.

Thank you so much for the opportunity to continue to serve the City of Dublin!

James Vance

East Bay Pool Service Inc

1547 Palos Verdes Mall #240

Walnut Creek, Ca. 94597

925 683-7024

Wave RFP Addendum 5/8/25

Additional Spreadsheets-

During discussions concerning maintenance items, we determined there were additional aspects of short term and long term service that needed to be included in the scoop.

The spreadsheets are basically separated into two main catagories:

-short term(4 years or less)

-long term(5-10 years)

Clarification on Overtime Costs-

-Emergency work provided after hours between 6pm-6am. **$200/hr**

Short Term Costs estimate	Materials	Labor
Pump Room	$47,300.00	$13,260.00
Splash Zone	$12,294.00	$6,890.00
Slide Tower	$18,921.00	$22,360.00
Ameneties	$29,050.00	$8,320.00
	$107,565.00	**$50,830.00**

Long Term Costs Estimate	Materials	Labor
Pump Room	$587,740.00	$62,100.00
Splash Zone	$14,400.00	$2,080.00
Slide Tower	$18,500.00	$2,400.00
Ameneties	$233,500.00	$9,880.00
	$854,140.00	**$76,460.00**

REQUEST FOR PROPOSALS

AQUATIC FACILITIES MAINTENANCE

City of Dublin

Proposals must be received by: December 20, 2024, at 4:00 p.m. (Pacific Time)

Julius Pickney, Management Analyst II
100 Civic Plaza
City of Dublin, CA 94568

Proposals will be evaluated on the following: a) responsiveness to the Request for Proposal, b) experience of the firm, c) experience and qualifications of the assigned individuals and d) Satisfaction of previous clients.

DUBLIN

Request for Proposal
For
Aquatic Facilities Maintenance

Overview

The City of Dublin (City) requests proposals for pool maintenance and basic waterslide maintenance services for the award-winning 31,000-square-foot Wave Aquatic Center (the Wave) at Emerald Glen Park in Dublin, California. The boardwalk-themed waterpark includes a six-waterslide tower featuring two speed slides, an aquatic play structure (splash zone), a sports pool, and an indoor natatorium, making this facility a great attraction year-round. The maintenance services requested include regularly scheduled pool cleaning, water chemistry, equipment monitoring, preventative maintenance, part replacement, repairs, oversight, and other as-needed services. The contract period would run from February 2025, through June 2028, with the option of a two-year extension.





The Wave Website
TheDublinWave.com

Scope of Services:

The City is seeking proposals from qualified pool maintenance providers to provide all labor, tools, equipment, and materials (unless otherwise noted) for the provision of regular ongoing aquatic facilities maintenance and oversight at the Wave. Maintenance services include daily oversight of maintenance operations, preventative maintenance, part replacement, repair, pool cleaning, water chemistry, equipment monitoring, and other scheduled maintenance services. Documentation for repairs must be submitted within five days and include who made the repairs, the dates, and scope of repairs.

The Wave includes the following amenities:



1. The Natatorium, which houses a 160,000-gallon, 6,900 square foot, 6-lane, 25-yard, heated indoor pool with three shallow water teaching bays. The Natatorium is used for year-around swim school, lap swimming, and water exercise programs.

   Operations Schedule: Year around, seven days a week



2. The Paul McCreary Sports Pool is a 286,006-gallon, 6,173 square foot, 11 lane, 25 yard, heated outdoor pool. The Sports Pool hosts competitive swim meets, water polo matches, and is open for recreational swimming during other Waterpark hours.

   Operations Schedule: Year around, seven days a week



3. The Waterslide Tower features six waterslides totaling 11,385-gallons which includes two speed slides, five runouts, and one circulation pump.

Operations Schedule: Memorial Day Weekend through Labor Day, seven days a week. Weekends only Labor Day through the last weekend in September.



4. The Splash Zone is a 27,698-gallon, 4,945 square foot, aquatic play structure for children. It includes two water slides with independent runouts, 500-gallon tipping bucket, shallow water play pool, interactive spray features, climbing play structure, one circulation pump, spray feature pump, and water slide pump.

Operations Schedule: Memorial Day Weekend through Labor Day, seven days a week. Weekends only Labor Day through the last weekend in September.

Regulatory Websites and References: The following list of websites and related links are provided by the City of Dublin for use by the Contractors, if needed, for the preparation of the Contractor's Proposal. The information is provided as-is and the City does not warrant the completeness or accuracy of these websites:

1. California Code of Regulations (CCR), Office of Administrative Law (https://oal.ca.gov/publications/ccr/)
    a. CCR, Title 22, Division 4, Chapter 20. Public Swimming Pools https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I80717FC85B6111EC9451000D3A7C4BC3&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default)
2. California Department of Public Health, Center for Environmental Health (https://www.cdph.ca.gov/Programs/CEH/Pages/CEH.aspx)
    a. California Swimming Pool Requirements https://www.cdph.ca.gov/Programs/CEH/DRSEM/Pages/EMB/RecreationalHealth/California-Swimming-Pool-Requirements.aspx
3. Department of Industrial Relations, Division of Occupational Safety and Health (DOSH), also known as Cal/OSHA (https://www.dir.ca.gov/dosh/)
    a. Amusement Ride and Tramway Unit https://www.dir.ca.gov/dosh/AROffices.htm
    b. Title 8 Regulations, Subchapter 6.2 Permanent Amusement Ride Safety Orders https://www.dir.ca.gov/Title8/sub6_2.html

The required maintenance and service frequencies for the Wave amenities are included in Attachment B.

Process and General Conditions

1. Proposers shall submit one electronic copy to:

    Julius Pickney, Management Analyst II
    100 Civic Plaza
    Dublin, CA 94568
    julius.pickney@dublin.ca.gov

Electronic copies shall be submitted by e-mailed PDF or an e-mailed link to a ShareFile or FTP site. Hardcopies will not be accepted.

2. Deadline for submitting the proposal is **December 20, 2024, at 4:00 p.m.** via e-mail only to Julius Pickney at julius.pickney@dublin.ca.gov. Late submissions will not be accepted.

3. The City will not pay for any costs incurred in preparation and submission of the proposals or in anticipation of a contract. The format of submittals is at the discretion of the Proposer. Each proposal shall be limited to a maximum of 15 pages, single-sided, using minimum 12-point font

size. Page limit excludes a table of contents, dividers, sample projects, and resumes for Contractor's team.

Schedule for RFP Process

November 14, 2024	Request for Proposals released
December 11, 2024, 9AM	Mandatory facility walkthrough, starts at 9 AM
December 12, 2024, 5PM	Deadline to submit questions via e-mail only to public.works@dublin.ca.gov and carbon copy (CC) julius.pickney@dublin.ca.gov
December 13, 2024	Addendum posted, if required
December 20, 2024, 4PM	Proposals are due no later than 4:00 PM on December 20, 2024, via email only. Late submittals will not be accepted.
January 2025	Tentative and if needed - Interviews of Firms, week of January 27, 2024
February 2025	Tentative - Agreement approval by the Dublin City Council

All dates above are tentative and subject to change via Addendum at the discretion of the City of Dublin

RFP Submittal Requirements

Please prepare and organize your Statement of Qualification based on the requirements provided below. Any other information you would like to include should be placed in a separated section at the back of your Statement of Qualification. Please note however that the RFQ submittal is limited to **15 pages maximum** single sided (excluding resumes) and should be formatted to 8 ½ x 11 paper, in 12-point font. Page limit excludes a table of contents, dividers, and resumes for Contractor's team.

Interested firms are requested to submit one electronic copy of their Proposal as follows:

1. Enclose a cover letter not to exceed one page, describing the firm's interest and commitment to perform work necessary to provide contractor services listed in in Attachment B, Required Maintenance and Service Frequency. The person authorized by the firm to negotiate a contract with the City of Dublin shall sign the cover letter. Please include this cover letter within document and not as a separate page.

2. State the qualifications and experience of the firm/individual(s). Please emphasize the specific qualifications and experience with engagements of similar scope and complexity.

3. Provide at least three references (names and current phone numbers) from recent work (previous five years) similar to the services outlined in this request for qualification. Please include a brief description of the work performed and the role your firm performed.

4. List key staff members, including identification of the Principal-in-Charge and Project Manager/primary point-of-contact. Include each team member's availability, including all existing committed hours, and the ability of being able to complete the project on time and budget.

5. A list of proposed subcontractors, if any, the services they will provide, key subcontractor staff members, and each subcontractor's availability.

6. Provide an approach to completing this project, showing the flow of various tasks of the work and demonstrating the clear understanding of the requested work.

7. Provide a project schedule.

8. Submit a copy of Attachment B, with proposed bid prices for each activity, with totals and subtotals as indicated in Attachment B. Include this completed bid tabulation as part of your proposed project budget, including hourly rates for labor and associated equipment.

9. Provide confirmation of your firm's ability to meet the City's Standard Contractor Services Agreement and insurance requirements. Exceptions to the Agreement and insurance requirements shall be specifically noted in the Proposal.

Submit your proposal via e-mail only **no later than December 20, 2024, by 4:00 p.m.** The entire Proposal (excluding resumes) should be a **maximum** of 15 pages. Submittals should be addressed as follows:

City of Dublin, Public Works Department
Attention: Julius Pickney
julius.pickney@dublin.ca.gov

Late submissions will NOT be accepted. Any Proposal submitted after the stated deadline will not be accepted for consideration.

Standard Contractor Agreement:

It is anticipated that the services covered by the Agreement resulting from this solicitation will be performed on a time and materials fee basis for a specified scope of work. The term of the agreement is tentatively scheduled to begin **February 2025**.

A sample of the City's Standard Contractor Services Agreement (Agreement), including insurance requirements, is provided as **Attachment A**.

If the interested firm desires to take exception to the Agreement and/or insurance requirements, the interested firm shall clearly identify proposed changes to the Agreement and furnish the reason for these changes, which shall be included in the qualification. Exceptions will be taken into consideration in evaluating Proposals. Otherwise, the interested firm is to state in the proposal that the Agreement and insurance requirements are acceptable.

Consideration for exceptions will not be considered if not included in the submitted proposal.

Conflict of Interest

Proposer agrees that, for the term of this contract, no member, officer or employee of the City of Dublin, or of a public body within Alameda County or member or delegate to the Congress of the United States, during his/her tenure or for one year thereafter, shall have any direct interest in the contracts or any direct or material benefit arising therefrom.

Proposers must provide a list of any potential conflicts of interest in working for the City of Dublin. This must include, but is not limited to, a list of your firm's clients who are the following: Private clients located or operating within the City of Dublin limits, Dublin San Ramon Service District, US Army Camp Parks and/or the County of Alameda, and a brief description of work for these clients. Proposers must also identify any other clients (including public entities), that may pose a potential conflict of interest, as well as a brief description of work you provide to these clients.

This list must include all potential conflicts of interest within the year prior to the release of this RFP as well as current and future commitments to other projects.

Principals and those performing work for City of Dublin may be required to submit a California Fair Political Practices Commission (FPPC) Form 700: Statement of Economic Interests documenting potential financial conflicts of interest. For additional information, proposers should refer to the FPPC website at http://www.fppc.ca.gov/Form700.html.

Equal Employment Opportunity

Proposer shall not, on the grounds of race, color, sex, age, religion, national origin, ancestry, physical handicap, medical condition, or marital status either discriminate or permit discrimination against any employee or applicant for employment in any manner prohibited by Federal, State or local laws. In the event of Proposer non-compliance, the City of Dublin may cancel, terminate or suspend the Contract in whole or in part. Proposer may also be declared ineligible for further contracts with the City of Dublin.

Proposer shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Proposer and its sub-contractors shall post in conspicuous places, available to all employees and applicants for employment, a notice setting forth the following provisions [29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.].

Governing Law

This RFP summarizes the applicable laws and governance; when in conflict applicable State/Federal guidelines shall apply. The contract and legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of California.

Insurance Requirements

The Contractor shall provide insurance coverage as follows in conformance with the City of Dublin's requirements:

Automobile Liability Insurance	$2,000,000
Commercial General Liability Insurance	$2,000,000
General Aggregate Insurance	$4,000,000
Professional Liability Insurance	$1,000,000
Products and Completed Operations	$2,000,000
Workers' Compensation Insurance	$1,000,000

Waiver of Subrogation and Primary and Non-Contributory coverage and endorsements.

References

Contractor must include three (3) references for which the company has provided services similar to those described in this RFP. Reference information shall include: Name, Address, Contact, Title, Phone Number, and Term of the Contract.

Review and Selection Process

The City reserves the right to make the selection based on its sole discretion. A subcommittee selected by City Staff will evaluate proposals provided in response to this RFP. The subcommittee will use a forced ranking process (please see **Attachment C**, Forced Ranking Rating Sheet, for further detail). Informal interviews may be conducted by City staff, and may include more than one firm that has submitted a Proposal.

Based on input from this review process, a recommendation will be made to the City Manager. The City Manager will make a recommendation to the City Council for award of contract services.

The City reserves the right to award a contract to the firm(s) that the City feels best meets the requirements of the RFP. The City reserves the right to reject any and all Proposals prior to execution of the Agreement, with no penalty to the City.

Selection of Contractor

Submitted Proposals will be evaluated and scored using the following criteria:

- Qualifications and specific experience of key project team members.
- Quality and completeness of the proposal.
- Experience with engagement of similar scope and complexity.
- Satisfaction of previous clients.
- Cost of providing the contractor services for this project.

ATTACHMENT A

STANDARD CONTRACTOR SERVICES AGREEMENT

{Removed for the purposes of the September 16, 2025 Regular City Council Meeting}

ATTACHMENT B

REQUIRED MAINTEANCE AND SERVICE FREQUENCY
SCOPE OF SERVICES

Required Maintenance and Service Frequency

NATATORIUM (Indoor Pool)			
#	**Frequency**	**Description**	**Bid Price**
1	Daily	Provide chemical testing kits and test water chemistry at the pool edge (ORP, SP, pH, GPM, PSI, Temp, INT)	
2	Daily	Test water chemistry at the chemical controller and calibrate units as needed, document all results and adjustments	
3	Daily	Add and adjust chemicals as needed. (Contractor shall order the chemicals and invoices shall be provided by the supplier)	
4	Daily	Check and adjust to maintain an optimal pool temperature of 82 to 84 degrees	
5	Daily	Skim pool and clean gutters	
6	Daily	Empty/clean all skimmer baskets, vacuum pump strainers, and flow indicator filters	
7	Weekly	Fully vacuum entire pool	
8	Weekly	Record UV light filter usage (Replace UV bulbs if necessary)	
9	Weekly	Record heater usage (ensure its working properly and adjust temperature depending on weather)	
10	Weekly	Test total alkalinity and calcium hardness	
11	Weekly	Clean strainer baskets for all pumps	
12	Bi-Weekly	Inspect and repair handrails and tiles surrounding the pool	
13	Bi-Weekly	Backwash filters (or more often as needed). Contractor shall replace media, back wash valves, plumbing, booster pumps, and timing mechanism.	
14	Monthly	Change circulation pumps	
15	Annually	Pumps, filters, and chemicals balance are maintained year-around.	
16	Annually	Inspect, solar, paint and galvanizing; submit a report with cost estimates for any needed repairs. Documentation for repairs must be submitted within five days and include who made the repairs, the dates, and scope of repairs	
17	Annually	Solar leak test	
18	Annually	Winterization (Bring in umbrellas and deck equipment. Cutting and cleaning of deck drains to ensure there is no standing water)	
		Total Monthly Cost:	
		Total Annual Cost:	

PAUL MCCREARY OUTDOOR POOL (Competitive Sports Pool)			
#	**Frequency**	**Description**	**Bid Price**
1	Daily	Provide chemical testing kits and test water chemistry at the pool edge (ORP, SP, pH, GPM, PSI, Temp, INT)	
2	Daily	Test water chemistry at chemical controllers and calibrate units as needed, document all results and adjustments	
3	Daily	Add and/or adjust chemicals as needed	
4	Daily	Check and adjust to maintain an optimal pool temperature of 82 to 84 degrees	

5	Daily	Empty/clean all skimmer baskets, vacuum pump strainers, and flow indicator filters	
6	Daily	Skim the pool and clean the gutters	
7	Weekly	Fully vacuum entire pool	
8	Weekly	Record UV light filter usage	
9	Weekly	Record heater usage	
10	Bi-Weekly	Inspect the and repair tile, handrails, and gutters surrounding the pool	
11	Bi-Weekly	Test the ADA chair lift	
12	Bi-Weekly	Backwash filters (or more often as needed)	
13	Annually	Pumps, filters, and chemicals balance are maintained year-around.	
14	Annually	Inspect paint and galvanizing; submit a report with cost estimates for any needed repairs. Documentation for repairs must be submitted within five days and include who made the repairs, the dates, and scope of repairs	
15	Annually	Winterization (Bring in umbrellas and deck equipment. Cutting and cleaning of deck drains to ensure there is no standing water)	
		Total Monthly Cost:	
		Total Annual Cost:	
***All activities listed above include the Contractor's time and effort to uncover and cover the Competitive Sports Pool as necessary to provide the service listed.**			

WATERSLIDE MAINTENANCE			
#	**Frequency**	**Description**	**Bid Price**
1	Daily	Provide chemical testing kits and test water chemistry at the slide edge (ORP, SP, pH, GPM, PSI, Temp, INT)	
2	Daily	Test water chemistry at chemical controllers and calibrate units as needed, document all results and adjustments	
3	Daily	Add and/or adjust chemicals as needed	
4	Daily	Check and adjust to maintain an optimal pool temperature of 78 to 80 degrees	
5	Daily	Empty/clean all skimmer baskets, vacuum pump strainers, and flow indicator filters	
6	Daily	Skim all runout lanes	
7	Daily	Check all runout lanes for algae and take necessary steps to remedy	
8	Daily	Address minor repairs such as caulking, chips and cracks, and leaks	
9	Daily	Inspect and conduct as-needed repairs on Emergency Stop (e-stop) buttons, stairs, numatics, plumbing, and flow meters	
10	Daily	General slide tower maintenance (Pressure washing, non-slip tape, safety, and security)	
11	Weekly	Test pool alkalinity and calcium hardness	
12	Weekly	Mechanical inspection per manufacturer recommendation of the capsule slide	
13	Weekly	Draining of air compressor for drop slide	
14	Bi-Weekly	Backwash filters (or more often as needed)	

15	End of Season	Inspect paint and galvanizing; submit a report with cost estimates for any needed repairs. Documentation for repairs must be submitted within five days and include who made the repairs, the dates, and scope of repairs	
16	End of Season	Winterization (Turn off heater and other duties as assigned)	
17	Off Season	Turn on slide and run outs once a month.	
18	Annually	Pumps, filters, and chemicals balance are maintained year-around.	
		Total Monthly Cost:	
		Total Annual Cost:	
***Our slide contractor conducts bi-annual inspections and performs major annual repairs. They also attend the OSHA inspection and make repairs to slides per OSHA's recommendations.**			
****The pool maintenance contractor is responsible for daily maintenance to slides during summer season. Including but not limited to chip/crack repair, caulking, E-Stop buttons, flow meters, leaks, and other minor maintenance.**			

CHILDREN'S PLAY POOL (Splash Zone)			
#	**Frequency**	**Description**	**Bid Price**
1	Pre-Operation	Inspect and repair water spray features	
2	Pre-Operation	Inspect and repair non-water features: netting, paint, palm trees, and railings	
3	Pre-Operation	Inspect the large tipping bucket assembly	
4	Daily	Provide chemical testing kits and test water chemistry at the pool edge (ORP, SP, pH, GPM, PSI, Temp, INT)	
5	Daily	Test water chemistry at chemical controllers and calibrate units as needed, document all results and adjustments	
6	Daily	Add and/or adjust chemicals as needed	
7	Daily	Check and adjust to maintain an optimal pool temperature of 78 to 80 degrees	
8	Daily	Empty/clean all skimmer baskets, vacuum pump strainers, and flow indicator filters	
9	Daily	Skim the pool and clean the gutters	
10	Daily	Check and adjust if needed operating pressure and flow to all effects	
11	Daily	Visually inspect and repair if needed climbing and safety nets	
12	Weekly	Vacuum entire pool bi-weekly from April through October and weekly from November through March	
13	Weekly	Test pool alkalinity and calcium hardness	
14	Weekly	Inspect Aqua Play: one single and two tandem waterslides	
15	Weekly	Check the operation of jets and nozzles; clean and grease as required	
16	Weekly	Record heater usage	
17	Weekly	Check valve operating assemblies	
18	Bi-weekly	Backwash filters (or more often as needed)	
19	Bi-weekly	Inspect the tile and gutters surrounding the pool	
20	Bi-weekly	Check operation of nozzles	
21	End of Season	Drain the play structure for maintenance and repairs if required	

22	End of Season	Inspect the entire structure and submit a report with cost estimates for any needed repairs	
23	End of Season	Clean components (Including but not limited to Pin Wheel, Tipping Buckets, Spry Guns, Water Troughs, Shower Nozzles, and other various structure features)	
24	End of Season	Inspect paint and galvanizing; submit a report with cost estimates for any needed repairs. Documentation for repairs must be submitted within five days and include who made the repairs, the dates, and scope of repairs	
25	End of Season	Remove, label, and store small parts (Including but not limited to bearings, anchors, clasps, gaskets, feature and structure hardware)	
26	End of Season	Inspect the large tipping bucket assembly	
27	End of Season	Winterization (Cover fiberglass features, other duties as assigned.)	
28	Annually	Pumps, filters, and chemicals balance are maintained year-around.	
		Total Monthly Cost:	
		Total Annual Cost:	

GENERAL MAINTENANCE			
#	**Frequency**	**Description**	**Bid Price**
1	Daily	Check all pools for algae and take the necessary steps to remedy	
2	Daily	Inventory for and ordering of pool chemicals	
3	Daily	General upkeep of the high-rate sand filters for each circulation system	
4	Daily	Check flow meters and pressure gauges	
5	Daily	Complete and submit checklists and maintenance reports	
6	Daily	Inspect all chemical sheds for leaks	
7	Annually	Sink Pit Cleaning and Vacuuming for all pools	
8	Annually	Replace rubber tubing for peristaltic pumps	
9	Pre/Post Season	Back washing pool systems and change backwash valves	
10	As Needed	Other preventative measures as determined necessary (Contractor to provide list of items and bid amounts if applicable.)	
11	As Needed	Minor tile and grout repair	
12	As Needed	Repair and replace underwater lights	
		Total Monthly Cost:	
		Total Annual Cost:	
***Contractor is required to use their own tools and supplies for repairs or maintenance.**			

OTHER MAINTENANCE AND REPAIR SERVICES		
#	**Description**	**Bid Price**
1	Onsite maintenance personnel four hours per day, on days determined by time of year (See Service Frequency). Maximum response time of 30 minutes when issues occur during operational hours and impact the use of a pool or attraction.	

	Response time of 24 hours or less when maintenance issues do not impact the use of a pool or attraction.	
1a	Duties include lane line, flag, tile, handrails, lift chair/wheelchair, power washing, removing scale, equipment reel maintenance, dive blocks, water polo goals, underwater lights, deck grates, umbrellas, seating, and other duties as assigned.	
2	On-call availability when a maintenance or repair situation occurs	
3	Consult and provide a long-term preventative maintenance plan and equipment lifespan. Plan shall be produced 6 months after work has begun and updates are required annually thereafter.	
	Total Monthly Cost:	
	Total Annual Cost:	
Service Frequency: October 1 through April 30, Monday through Saturday. May 1 through September 30, seven days a week. Summer season, 9:30am – 1:30pm, Off season, agreed upon between contractor and facility		
***Required to maintain an Air Compressor Operation Certificate and attend County or OSHA inspections.**		

DESIRED ADDITIONS (optional)		
#	**Description**	**Bid Price**
1	Oversite and management of subcontracting services for:	
1a	Tile, grout, and plaster repair	
1b	Underwater lights (Natatorium)	
1c	Heater and pump/chemical room repairs	
1d	Contract (or subcontractors) to bid on specialty pool repair projects	
	Total Monthly Cost:	
	Total Annual Cost:	

FREQUENCY LEGEND	
Pre-Operation	Two to three weeks before May 1st
Daily	Every day of the year
Weekly	Once a week for every week of the year
Bi-weekly	Twice a week for every week of the year
Monthly	Once a month for every month of the year
Annually	Once a year, schedule for these items set between facility and contractor as it will typically cause pool closures
Beginning of Summer Season	Memorial Day Weekend
End of Summer Season	Last weekend in September
Off Season	Last weekend in September through April 30th

ATTACHMENT C

FORCED RANKING RATING SHEET – FOR INFORMATION ONLY

City of Dublin
Forced Ranking Rating Sheet

Instructions: After each review, write the name of the candidates in the boxes in ranked order of 1 through 5, with the number 1 candidate in the left column being the most qualified candidate. For example, candidate Smith's name would be in the Rank 1 box after the first review, since that firm would be the only candidate so far. After candidate Jones is reviewed in the second review, then decide which of the two candidates – Smith or Jones – should be ranked #1 and #2. As reviews continue, re-rank the applicants as appropriate.

	RANK 1									
FIRM 1		RANK 2								
FIRM 2			RANK 3							
FIRM 3				RANK 4						
FIRM 4					RANK 5					
FIRM 5						RANK 6				
FIRM 6							RANK 7			
FIRM 7								RANK 8		
FIRM 8									RANK 9	
FIRM 9										RANK 10
FIRM 10										

CATEGORY: _____

RATER SIGNATURE: _____ **DATE:** _____

ATTACHMENT D

FACILITY PHOTOGRAPHS – FOR INFORMATION ONLY

Maintenance Rooms

BECSys7 Controllers, Flow Cells, and Testing Bench

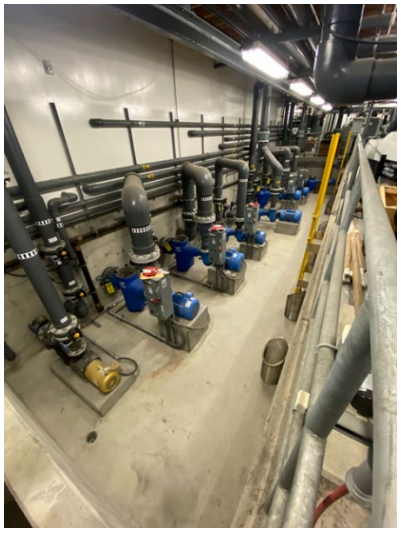


Variable Frequency Drives



Pump Pit: Four Circulation and Five Booster Pumps





Outdoor Sport Pool Heater and Filter



Slide Tower Heater and Filter



Splash Zone Heater and Filter



Indoor Swimming Pool Filter, Heater, and UV System





Chlorine 1 Storage



Acid & CO2 Storage

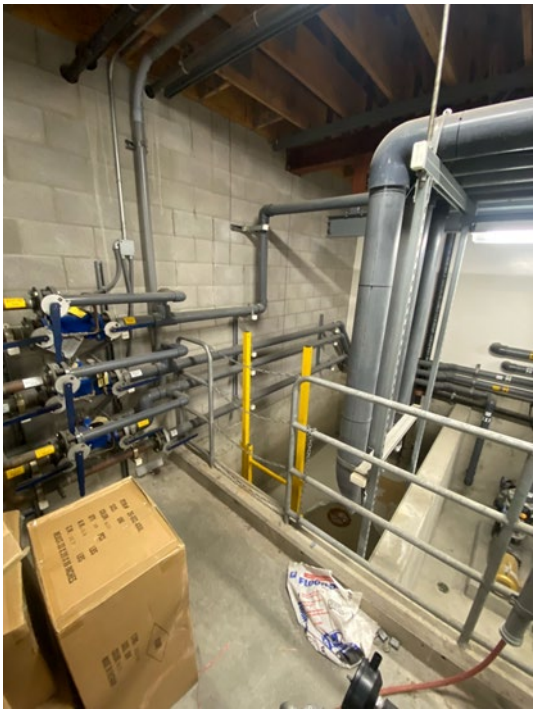




Chlorine 2 Storage



Fill Valves and Sewer



Feature Control Panel



CITY OF DUBLIN
FISCAL YEAR 2025-26
BUDGET CHANGE FORM

Budget Change Reference #: _____

City Council's Approval Required

From Un-Appropriated Reserves X | Budget Transfer Between Funds _____

From Designated Reserves _____ | Other _____

DECREASE BUDGET AMOUNT		INCREASE BUDGET AMOUNT	
Account	**Amount**	**Account**	**Amount**
		EXPENDITURES: Waterpark - Contract Services - General Fund	
		10017610.64001	$58,302

REASON FOR BUDGET CHANGE

Approval of the agreement with East Bay Pool Service, Inc. to provide Aquatic Facilities Maintenance services for the City of Dublin, will require a $58,302 increase in the Fiscal Year 2025-26 Wave Waterpark budget, to cover the cost of the Operations and Maintenance (O&M) services and O&M Contingency portions of the agreement for the remainder of the fiscal year.

As Presented at the City Council Meeting **9/16/2025**

************Finance Use Only************

Posted By: _____ Date: _____

Contractor Services Agreement for Aquatic Facility Maintenance

September 16, 2025



DUBLIN
CALIFORNIA

Background

- The Wave opened on Memorial Day weekend 2017
- Summer 2025 was the park's 9th summer in operation.
- As facility ages, it requires more daily attention to ensure minor issues don't exacerbate.
- Critical maintenance needed at the 7-10 year mark.





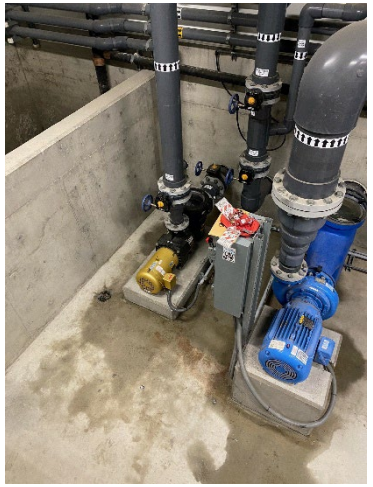
Background, 2

- In the past couple years, there have been several high dollar maintenance projects that took a significant amount of time and expense to address:

HVAC



Pump Replacement



Chlorine Tank



Waterpark Maintenance Study

- Internal data review and outreach to six agencies (5 public, 1 private) in Fall 2023.
- Other public agencies had at least 1.0 FTE assigned to park maintenance.
- Jellystone (private) had 3.0 FTE assigned off-season (additional FTE during the season).
- Antioch reported significant issues related to delaying maintenance for many years.
  - Approximately, $8M in repair costs.

RFP: East Bay Pool Service, Inc.

- RFP Issued in November 2024
  - 3 Proposals – East Bay Pools Selected

- East Bay Pools has Contracted with the City since 1999.
  - 20+ years maintaining Dublin Swim Center.
  - Currently servicing The Wave

- Current three-year maintenance contract expires Dec. 31, 2025.
  - Annual compensation limit of $128k (total $385k over the term).

Aquatic Maintenance Agreement

- 5+ year contract with East Bay Pools:
  - Aligns the contract with the fiscal year.
  - Expands on the operational tasks of the current agreement:
    - East Bay Pools employee assigned solely to The Wave.
    - Adds preventative maintenance, which is of particular importance to the on-going success of the waterpark.
    - East Bay Pools responsible for planning out maintenance projects to prevent emergency closures.

Costs

- Net Annual Impact:

	(A) Current Contract	New Contract (B) Through 6/30/26	New Contract (C) Annual Average, FY 26-27 - FY 30-31	Annual Difference (C) - (A)	Funded By
O&M	$107,100	$192,000	$255,000	$147,900	
O&M Contingency	$21,420	$39,000	$51,400	$29,980	
Subtotal, O&M	**$128,520**	**$231,000**	**$306,400**	**$177,880**	**General Fund**
Prev. Maintenance	$54,496	$32,000	$195,200	$140,704	
Prev. Maint. Contingency		$71,430	$85,714	$85,714	
Subtotal, Prev. Maint.	**$54,496**	**$103,430**	**$280,914**	**$226,418**	**ISF**
Total Annual Cost	**$183,016**	**$334,430**	**$587,314**	**$404,298**	

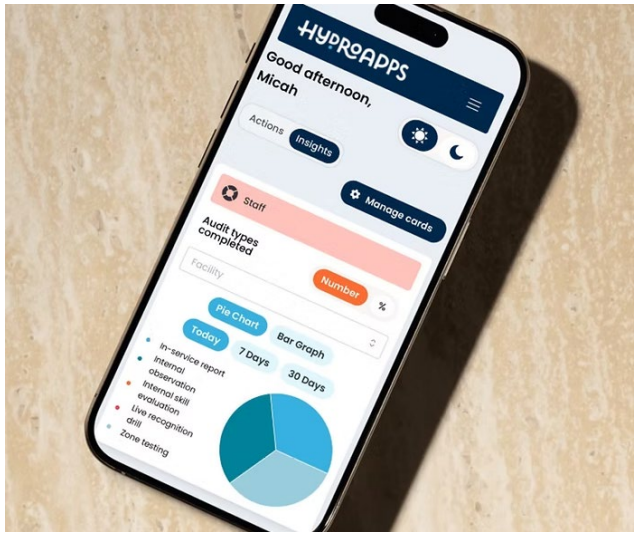
Costs, 2

- Budget Adjustment for Additional Funding (2025-26)
  - For Fiscal Year 2025-26 a budget adjustment is required to fund the increased scope/cost.
  - Fiscal Year 2025-26 adopted budget included $206,585 for regularly scheduled operations and maintenance.
  - To cover the $231,000 in operations and maintenance (O&M), an additional $58,302 is needed.
  - Preventative maintenance and the preventative maintenance contingency will be funded through the City's ISF.

FY 2025-26 Adopted Budget	$206,585
Expenditures to Date	($33,887)
Agreement costs for FY 2025-26	($231,000)
Additional Funding Needed	**$58,302**

Performance Measures

- Scope of Services requires specific daily, weekly, monthly, and annual tasks.
- Agreement requires use of a maintenance management system (CMMS).
- City Staff selected HydroApps, which is designed specifically for aquatic operations.
- Performance Standard: Response Rate (90%)
  - Within 30 min: Issues during operational hours impacting pool or attraction.
  - Within 24 hours: Issues that do not impact pool or attraction.
  - Staff will meet with East Bay Pools annually to review prior year actuals.



Recommendation

- Adopt Resolution Approving Contractor Services Agreement with East Bay Pool Service, Inc. (Attachment 1).

- Authorize Budget Change Order for FY2025-26 (Attachment 5).

Questions?