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

DUBLIN
CALIFORNIA

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

AMENDED AGENDA

Regular Meeting of the
DUBLIN CITY COUNCIL

Tuesday, March 5, 2024

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

CLOSED SESSION 5:00 PM
REGULAR MEETING 5:30 PM

Additional Meeting Procedures

This City Council meeting will be broadcast live on Comcast T.V. channel 28 beginning at 5:30 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, March 5, 2024. Upon submission, you will receive Zoom link information from the City Clerk. Speakers slips will be accepted until the staff presentation ends, or until the public comment period on non-agenda items is closed.

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

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

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

CLOSED SESSION 5:00 PM

I. PUBLIC EMPLOYEE APPOINTMENT
Title: City Attorney

II. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Attorney

REGULAR MEETING 5:30 PM

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. REPORT ON CLOSED SESSION

3. PRESENTATIONS AND PROCLAMATIONS

3.1 2023 Volunteer Recognition Winners

The City Council will recognize the City of Dublin 2023 Citizen, Young Citizen, and Organization of the Year, and the 2023 Mayor's Award and Mayor's Legacy Award recipients.

STAFF RECOMMENDATION:
Present the certificates.
Staff Report

3.2 American Red Cross Month Proclamation

The City Council will present a proclamation for American Red Cross Month.

STAFF RECOMMENDATION:
Present the Proclamation.
Staff Report
Attachment 1 - American Red Cross Month Proclamation

3.3 March for Meals Month Proclamation

The City Council will present a proclamation for March for Meals Month in the City of Dublin.

STAFF RECOMMENDATION:
Present the Proclamation.
Staff Report
Attachment 1 - March for Meals Month Proclamation

3.4 Ramadan Proclamation

The City Council will present a proclamation for Ramadan.

STAFF RECOMMENDATION:
Present the Proclamation.
Staff Report
Attachment 1 - Ramadan Proclamation

3.5 Prescription Drug Abuse Awareness Month Proclamation

The City Council will present a proclamation for Prescription Drug Abuse Awareness Month.

STAFF RECOMMENDATION:

Present the Proclamation.

Staff Report

Attachment 1 - Prescription Drug Abuse Awareness Month Proclamation

3.6 St. Patrick's Day Celebration Preview

The City Council will receive a presentation that previews the 40th St. Patrick's Day Celebration, which will be held the weekend of March 15-17, 2024.

STAFF RECOMMENDATION:

Receive the presentation.

Staff Report

Item 3.6 PowerPoint Presentation

4. PUBLIC COMMENT

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

5. CONSENT CALENDAR

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

5.1 Approval of the February 20, 2024 Regular City Council Meeting Minutes

The City Council will consider approval of the minutes of the February 20, 2024 Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the February 20, 2024 Regular City Council Meeting.

Staff Report

Attachment 1 - February 20, 2024 Regular City Council Meeting Minutes

5.2 Service Agreement for Water Slide and Aquatic Play Structure Maintenance and Repair Services at The Wave

The City Council will consider approving a service agreement with Whitewater West Industries, Ltd. for waterslide and aquatic play structure maintenance and repair services at The Wave.

STAFF RECOMMENDATION:
Adopt the **Resolution** Approving an Agreement with Whitewater West Industries, Ltd. for Waterslide and Aquatic Play Structure Maintenance and Repair Services and approve the budget change.
Staff Report
Attachment 1 - Resolution Approving an Agreement for Waterslide and Aquatic Play Structure Maintenance and Repair Services with Whitewater West Industries, Ltd.
Attachment 2 - Exhibit A to the Resolution - Agreement Between City of Dublin and Whitewater West Industries, Ltd.
Attachment 3 - Whitewater West Industries, Ltd. Proposal
Attachment 4 - WhiteWater West Industries, Ltd. Sole Source Declaration
Attachment 5 - Budget Change Form

5.3 Second Amendment to the Consulting Services Agreement with TriValley Internet, Inc. dba Terzetto Digital
The City Council will consider approving a second amendment to the Consulting Services Agreement with TriValley Internet, Inc. dba Terzetto Digital for marketing assistance services to small businesses as part of the City's Small Business Navigator Program.
STAFF RECOMMENDATION:
Adopt the **Resolution** Approving the Second Amendment to the Consulting Services Agreement Between the City of Dublin and TriValley Internet, Inc. dba Terzetto Digital.
Staff Report
Attachment 1 - Resolution Approving the Second Amendment to the Consulting Services Agreement Between the City of Dublin and TriValley Internet, Inc. dba Terzetto Digital
Attachment 2 - Exhibit A to the Resolution - Second Amendment to Consulting Services Agreement Between the City of Dublin and TriValley Internet, Inc. dba Terzetto Digital
Attachment 3 - Consulting Services Agreement Between the City of Dublin and TriValley Internet, Inc. dba Terzetto Digital
Attachment 4 - First Amendment to Consulting Services Agreement Between the City of Dublin and TriValley Internet, Inc. dba Terzetto Digital

5.4 Ordinance Declaring Certain Conditions to Be Public Nuisances
The City Council will consider adopting an ordinance that clarifies that various violations of the Municipal Code, other provisions of city, state, and federal law regulations enforceable by the City, and permits and approvals constitute public nuisances. The ordinance is intended to clarify existing provisions of the Municipal Code that declare violations of various provisions of the Municipal Code are public nuisances. The ordinance was introduced on February 20, 2024, and the City Council is being asked to waive the second reading and adopt the Ordinance.
STAFF RECOMMENDATION:
Waive the reading and adopt the **Ordinance** Adding Section 1.04.035 to the Dublin Municipal Code to Declare Certain Violations to Be Public Nuisances.
Staff Report
Attachment 1 - Ordinance Adding Section 1.04.035 to the Dublin Municipal Code to Declare Certain Violations to Be Public Nuisances

5.5 Renaming of the Regional Meeting Room to the Bray Community Room
The City Council will consider a request to rename the Regional Meeting Room at the Dublin Civic Center to the Bray Community Room.

STAFF RECOMMENDATION:
Approve the renaming of the Regional Meeting Room at the Dublin Civic Center to the Bray Community Room.
Staff Report

5.6 Legal Services Agreement with Redwood Public Law, LLP
The City Attorney is transitioning his practice, as of March 15, 2024, to a new law firm, Redwood Public Law, LLP, where he is one of the founding partners. Redwood has offered to provide legal services on the same terms as the existing legal services agreement with the City.
STAFF RECOMMENDATION:
Approve the Agreement for Legal Services with Redwood Public Law, LLP.
Staff Report
Attachment 1 - Agreement for Legal Services with Redwood Public Law, LLP
Item 5.6 SB 343

6. PUBLIC HEARING – None.

7. UNFINISHED BUSINESS

7.1 Approval of the 2024 City of Dublin Legislative Platform
The City Council will receive an update and consider approving the 2024 Legislative Platform, which guides the City's response to potential and pending legislation, policies, programs, ballot measures, mandates, and budgets at all levels of government, and provide direction to Staff.
STAFF RECOMMENDATION:
Receive the report and adopt the **Resolution** Approving the 2024 City of Dublin Legislative Platform.
Staff Report
Attachment 1 - Resolution Approving the 2024 City of Dublin Legislative Platform
Attachment 2 - Exhibit A to the Resolution - 2024 City of Dublin Legislative Platform
Attachment 3 - Draft 2024 Legislative Platform (Redlined)
Attachment 4 - February 6, 2024 Staff Report without attachments
Item 7.1 PowerPoint Presentation

8. NEW BUSINESS

8.1 Designation of Agency Labor Negotiators for Unrepresented Employees: City Manager and City Attorney
The City Council will consider the appointment of two Councilmembers as representatives for the City Manager's annual review and performance evaluation, including discussion of compensation matters, and two Councilmembers as representatives for the City Attorney's annual review and performance evaluation, including discussion of compensation matters.
STAFF RECOMMENDATION:
Appoint two Councilmembers as representatives for the City Manager's annual review and performance evaluation, including discussion of compensation, and appoint two Councilmembers as representatives for the City Attorney's annual review and performance evaluation, including discussion of compensation.

Staff Report

9. CITY MANAGER AND CITY COUNCIL REPORTS

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

10. ADJOURNMENT

This AGENDA is posted in accordance with Government Code Section 54954.2(a) If requested, pursuant to Government Code Section 54953.2, this agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12132) (ADA), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation, please contact the City Clerk's Office (925) 833-6650 at least 72 hours in advance of the meeting. Upon receiving a request, the City will swiftly resolve requests for reasonable accommodation for individuals with disabilities, consistent with the federal ADA, and resolve any doubt in favor of accessibility. Agenda materials that become available within 72 hours in advance of the meeting, and after publishing of the agenda, will be available at Civic Center, 100 Civic Plaza, and will be posted on the City's website at www.dublin.ca.gov/ccmeetings.

Mission

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

Agenda Item 3.1

STAFF REPORT
CITY COUNCIL

DATE: March 5, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: 2023 Volunteer Recognition Winners
Prepared by: Cierra Fabrigas, Executive Aide

EXECUTIVE SUMMARY:

The City Council will recognize the City of Dublin 2023 Citizen, Young Citizen, and Organization of the Year, and the 2023 Mayor's Award and the Mayor's Legacy Award recipients.

STAFF RECOMMENDATION:

Present the certificates.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Annually, the City Council recognizes a citizen, young citizen, and organization that made a significant contribution toward enhancing the quality of life for the residents of Dublin during the past year. Additionally, the Mayor presents two special awards, the Mayor's Award and the Mayor's Legacy Award, to those she wishes to recognize for their extraordinary dedication to the community. The winners in each category, along with the Mayor's special awards recipients, were recognized at the City's Volunteer Recognition Event on February 21, 2024.

The City Council will formally recognize the following award recipients:

- Troy Matheny, 2023 Young Citizen of the Year
- Michael and Tammy Goldstein, 2023 Citizen of the Year
- Dublin Partners in Education (DPIE), 2023 Organization of the Year
- Lieutenant Misty Carausu, Captain Miguel Campos, and Dublin Police Services - Investigative Unit, 2023 Mayor's Award
- Margaret Liang, 2023 Mayor's Legacy Award

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.

Agenda Item 3.2

STAFF REPORT
CITY COUNCIL

DATE: March 5, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: American Red Cross Month Proclamation
Prepared by: Marissa Clevenger, Administrative Technician

EXECUTIVE SUMMARY:

The City Council will present a proclamation for American Red Cross Month.

STAFF RECOMMENDATION:

Present the Proclamation.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The American Red Cross is celebrating its 143rd anniversary in March 2024. The annual recognition of this group raises awareness of its mission and acknowledges the work of its volunteers, financial and blood donors, community partners, and those trained in vital health and safety skills.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) American Red Cross Month Proclamation

A PROCLAMATION OF THE CITY COUNCIL
CITY OF DUBLIN, CALIFORNIA

"American Red Cross Month"

WHEREAS, the American Red Cross was founded in 1881 by Clara Barton and this year marks their 143rd anniversary; and

WHEREAS, the American Red Cross is a leading volunteer agency chartered and authorized by Congress to act in times of need, and provides compassionate assistance to people afflicted by personal, local or national disasters; and

WHEREAS, for over 100 years, United States presidents have called on the American people to support the American Red Cross and its humanitarian mission; and

WHEREAS, with over 1,600 volunteers, the American Red Cross Bay Area Chapter installed 807 smoke alarms in 232 homes though the Home Fire campaign and assisted or responded to 226 disaster operations in 2023; and

WHEREAS, people have counted on the Red Cross for the information and skills they need to be safe at home, work, school and at play, and last year the American Red Cross Bay Area Chapter trained 12,177 citizens in lifesaving CPR, First Aid and AED, 3,116 people in aquatics and water safety, and 788 local individuals and families received fire prevention training and supplies; and

WHEREAS, the Red Cross staff deployed with the U.S. Military to provide emergency communications, counseling, financial assistance, and a caring presence to 368 members of the Armed Forces; and

WHEREAS, American Red Cross Blood Services supports Bay Area hospitals and provided patients in need with 29,497 units of red cells, platelets and plasma from donors throughout Alameda County who participated in 1,161 blood drives in 2023.

NOW, THEREFORE, BE IT RESOLVED that the Dublin City Council does hereby proclaim March 2024 as American Red Cross Month in the City of Dublin and thanks the American Red Cross for their invaluable work and efforts not only in our community, but around the country.

DATED: March 5, 2024

Mayor Melissa Hernandez

Vice Mayor Sherry Hu

Councilmember Jean Josey

Councilmember Michael McCorriston

Councilmember Kashef Qaadri

Agenda Item 3.3

STAFF REPORT
CITY COUNCIL

DATE: March 5, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: March for Meals Month Proclamation
Prepared by: Marissa Clevenger, Administrative Technician

EXECUTIVE SUMMARY:

The City Council will present a proclamation for March for Meals Month in the City of Dublin.

STAFF RECOMMENDATION:

Present the Proclamation.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Each March, Meals on Wheels celebrates the historic day in 1972 when a national nutrition program for seniors was added to the Older Americans Act. This legislation supported the rapid growth of the Meals on Wheels network that now collectively serves 2.8 million seniors each year.

The Spectrum Community Services' Meals on Wheels program in Dublin provides nutritious meals to seniors throughout the City that help them maintain their health and independence.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) March for Meals Month Proclamation

A PROCLAMATION OF THE CITY COUNCIL
CITY OF DUBLIN, CALIFORNIA

"March for Meals Month"

WHEREAS, on March 22, 1972, President Richard Nixon signed into law a measure that amended the Older Americans Act of 1965 and established a national nutrition program for seniors 60 years and older; and

WHEREAS, Meals on Wheels America established the March for Meals campaign in March 2002 to recognize the historic month and the importance of the Older Americans Act Nutrition Programs, and to raise awareness about the escalating problem of senior hunger in America; and

WHEREAS, Meals on Wheels America established the #SaveLunch campaign in 2024 in observance of March for Meals and to celebrate 22 years of support of programs that deliver vital and critical services by donating, volunteering, and raising awareness about senior hunger and isolation; and

WHEREAS, Spectrum Community Services' Meals on Wheels program in Dublin has served our communities admirably for over 30 years; and

WHEREAS, volunteers for Spectrum Community Services' Meals on Wheels Program are the backbone of the program, serving 1,500 total hours each year in Dublin delivering nutritious meals to seniors and individuals with disabilities who are at significant risk of hunger and isolation, and showing care for and attention to their welfare; and

WHEREAS, last year, Spectrum Community Services delivered 12,352 nutritious meals to more than 95 homebound seniors throughout the City of Dublin allowing those seniors to remain residing in their own homes and aging with dignity; and

WHEREAS, Spectrum Community Services' Meals on Wheels program deserves recognition for the contributions it has made, and will continue to make, to local communities, as well as to our state and our nation.

NOW, THEREFORE, BE IT RESOLVED that the Dublin City Council does hereby proclaim March 2024 as the 22nd annual March for Meals Month and urges every citizen to take this month to support #SaveLunch, honor our Meals on Wheels of Alameda County programs, the seniors they serve, and the volunteers who care for them. Our recognition of, and involvement in, the National 2024 March for Meals can enrich our entire community and help combat senior hunger and isolation in America.

DATED: March 5, 2024

Mayor Melissa Hernandez

Vice Mayor Sherry Hu

Councilmember Jean Josey

Councilmember Michael McCorriston

Councilmember Kashef Qaadri

Agenda Item 3.4

STAFF REPORT
CITY COUNCIL

DATE: Maach 5, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Ramadan Proclamation
Prepared by: Marissa Clevenger, Administrative Technician

EXECUTIVE SUMMARY:

The City Council will present a proclamation for Ramadan.

STAFF RECOMMENDATION:

Present the Proclamation.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Ramadan is the ninth month of the Muslim lunar calendar year and is the annual holy month of fasting and spiritual renewal. It is a time to reflect spiritually, build community, aid those in need, spend time with friends and family, and celebrate and express gratitude.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Ramadan Proclamation

A PROCLAMATION OF THE CITY COUNCIL
CITY OF DUBLIN, CALIFORNIA

"Ramadan"

WHEREAS, Islam is one of the world's major religions and part of our shared human heritage; and

WHEREAS, the Dublin Muslim community is one of the most diverse, with ethnic and cultural backgrounds that span the globe; and

WHEREAS, Muslims have contributed to social movements throughout the history of the United States to work toward justice, civil rights, and fair inclusion for all; and

WHEREAS, the Muslim residents of this city, with their hard work and contributions to medicine, science, information technology, education, law enforcement, military, and many other fields, have benefited from and enriched Dublin's open, tolerant, and economically vibrant environment; and

WHEREAS, Ramadan is the ninth month of the Muslim lunar calendar year and is the annual holy month of fasting to gain discipline, self-restraint, and a greater incentive to do good and avoid wrong; and

WHEREAS, Ramadan is a time to reflect spiritually, build community, aid those in need, spend time with friends and family, and celebrate and express gratitude; and

WHEREAS, the end of Ramadan is commemorated by the Eid al-Fitr festival of breaking the fast, a joyous occasion marked by sharing sweets, gifts, and good tidings with family, friends, and neighbors.

NOW, THEREFORE, BE IT RESOLVED that the City of Dublin does hereby acknowledge the onset of Ramadan at dusk on March 10, 2024, and expresses its deepest respect to Muslims across our city and throughout the world on this significant occasion.

DATED: March 5, 2024

Mayor Melissa Hernandez

Vice Mayor Sherry Hu

Councilmember Jean Josey

Councilmember Michael McCorriston

Councilmember Kashef Qaadri

Agenda Item 3.5

STAFF REPORT
CITY COUNCIL

DATE: March 5, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Prescription Drug Abuse Awareness Month Proclamation
Prepared by: Marissa Clevenger, Administrative Technician

EXECUTIVE SUMMARY:

The City Council will present a proclamation for Prescription Drug Abuse Awareness Month.

STAFF RECOMMENDATION:

Present the Proclamation.

FINANCIAL IMPACT:

None.

DESCRIPTION:

In 2013 the California Senate established the month of March as Prescription Drug Abuse Awareness Month. When used as prescribed by a doctor, prescription medications can be helpful in treating many illnesses, but when medications are misused, they can have serious consequences. This proclamation encourages all citizens to participate in prevention programs and activities, and to pledge to "Spread the Word...One Pill Can Kill."

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Prescription Drug Abuse Awareness Month Proclamation

A PROCLAMATION OF THE CITY COUNCIL
CITY OF DUBLIN, CALIFORNIA

"2024 Prescription Drug Abuse Awareness Month"

WHEREAS, anyone who takes prescription opioids can become addicted to them. In fact, as many as one in four patients receiving long-term opioid therapy in a primary care setting struggles with opioid addiction. Once addicted, it can be hard to stop; and

WHEREAS, when used as prescribed by a doctor, prescription medications such as stimulants, sedatives and opioids can be helpful in treating many illnesses, but when these medications are misused, they can have serious consequences; and

WHEREAS, to help prevent substance abuse and overdose deaths, the Dublin City Council encourages community members to dispose of their expired and unwanted prescription drugs throughout the year and safely store those still needed; and

WHEREAS, in 2022 in Alameda County there were 470,158 opioid prescriptions given to patients, which is an age-adjusted rate of 236 per 1,000 residents, which is lower than the state rate of 321.7; and

WHEREAS, according to the Center for Disease Control and Prevention (CDC) data, 106,699 drug overdose deaths occurred nationally in 2022, 80,411 deaths involved an opioid and 229 of those opioid related overdose deaths occurred in Alameda County; and

WHEREAS, in 2022, a total of 21,316 emergency department visits occurred in California that were related to any opioid overdose and 517 of those visits occurred in Alameda County; and

WHEREAS, the National Coalition Against Prescription Drug abuse (NCAPDA) engages all community members to participate in Prescription Drug Awareness Month activities to raise prescription drug safety awareness.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby proclaim March 2024 as Prescription Drug Abuse Awareness Month, and encourages all citizens to participate in prescription drug related prevention programs and activities.

BE IT FURTHER RESOLVED that the City Council encourages community members to pledge to, "Spread the Word...One Pill Can Kill."

Dated: March 5, 2024

Mayor Melissa Hernandez

Vice Mayor Sherry Hu

Councilmember Jean Josey

Councilmember Michael McCorriston

Councilmember Kashef Qaadri

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: March 5, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: St. Patrick's Day Celebration Preview
Prepared by: Ivan San Pedro, Recreation Supervisor

EXECUTIVE SUMMARY:

The City Council will receive a presentation that previews the 40th St. Patrick's Day Celebration, which will be held the weekend of March 15-17, 2024.

STAFF RECOMMENDATION:

Receive the presentation.

FINANCIAL IMPACT:

The budget for the St. Patrick's Day Celebration is included as part of the City's annual operating budget.

DESCRIPTION:

The City of Dublin is celebrating the 40th St. Patrick's Day Celebration, scheduled for the weekend of March 15-17, 2024. This milestone event includes the Shamrock Gala, Parade, Pancake Breakfast, Festival, and Fun Run.

St. Patrick's Day Festival
The signature event is the St. Patrick's Day Festival, which runs March 16 from 10:00 a.m. to 8:00 p.m. and March 17 from 10:00 a.m. to 5:00 p.m. at the Dublin Civic Center.

The Festival promises a family-friendly experience centered around Irish music, dance, food, and drinks. With three outdoor stages, the Dance Stage showcases the art of Irish Step Dance, and the Pub Stage offers a diverse mix of Irish music genres, including Celtic rock and traditional folk, featuring a roaming bagpiper and leprechaun. The Main Stage headlines bands such as CaliCeltic and Tempest, presenting a fusion of traditional and original Celtic-inspired songs.

To commemorate the special anniversary, the festivities on Saturday, March 16 will be extended from 10:00 a.m. to 8:00 p.m., concluding with a spectacular 200-drone show. A DJ set-list featuring an Irish-Celtic mashup will close out the evening and lead into the spectacular 200-drone show on

Saturday night as the finale.

The Festival will feature an authentic Irish Tea Cottage nestled in the Civic Center courtyard, allowing for an open-air experience. Guests will receive a commemorative 40th St. Patrick's Day Celebration tea mug and packaged cookies to enjoy throughout the event.

Vendors in the Irish Marketplace will sell Irish tartan kilts, scarves, wraps, and capes, Celtic jewelry, artwork, metalwork, pottery, Irish shortbread, scones, and cakes. More than 100 other arts and crafts vendors will also be on hand. Carnival rides will be set up in a portion of the Dublin Sports Grounds parking lot.

To mitigate traffic and parking issues throughout the weekend, Staff has arranged offsite parking for sponsors, volunteers, vendors, and the public at Carl Zeiss Meditec, Inc., 5300 Central Parkway, with a free shuttle bus operating both days. Furthermore, the City is once again partnering with BART and LAVTA to offer free bus rides from both BART stations via the Wheels Rapid 30R bus.

Additionally, Staff works with local corporations, particularly those adjacent to the Civic Center, to request use of their parking lots. All neighboring businesses will be provided with event information sheets related to impacts on traffic and parking.

Cycling to the Festival is also encouraged, and the City provides free secure bike parking at two bike valet stations.

Shamrock Gala

The weekend kicks off on Friday evening with the Shamrock Gala, hosted by the Dublin Historical Society. The event will be ticketed and hosted at Shannon Community Center. Tickets are $75 and are available at the Historical Society's website. The event includes dinner, dancing, and more.

Pancake Breakfast

On Saturday morning, Fire Station #16 and the International Association of Fire Fighters Local 55 will host the annual Firefighters Pancake Breakfast starting at 7:00 a.m. The breakfast will feature green pancakes, sausage, eggs, juice, and coffee.

Lions Club Parade

Also on Saturday, the Dublin Lions Club will host the 40th St. Patrick's Day Parade starting at 9:30 a.m. The parade begins at Dublin Boulevard and Amador Plaza Road, traveling east on Dublin Boulevard, north on Village Parkway, and west on Amador Valley Boulevard to end near the Dublin Senior Center. The parade is expected to feature more than 80 entries, including local marching bands, floats, equestrian groups, bagpipers, and community groups.

Fun Run

The Shamrock 5K Fun Run and Walk takes place on Sunday morning, with the race ending at the Festival Main Stage. Runners will enjoy live music, refreshments, and other giveaways in the post-race area. To add to the festivities, some Festival vendors will open early to welcome runners at the finish line. The Shamrock 5K is expected to attract more than 2,000 participants.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.

Preview of the 2024 St. Patrick's Day Celebration

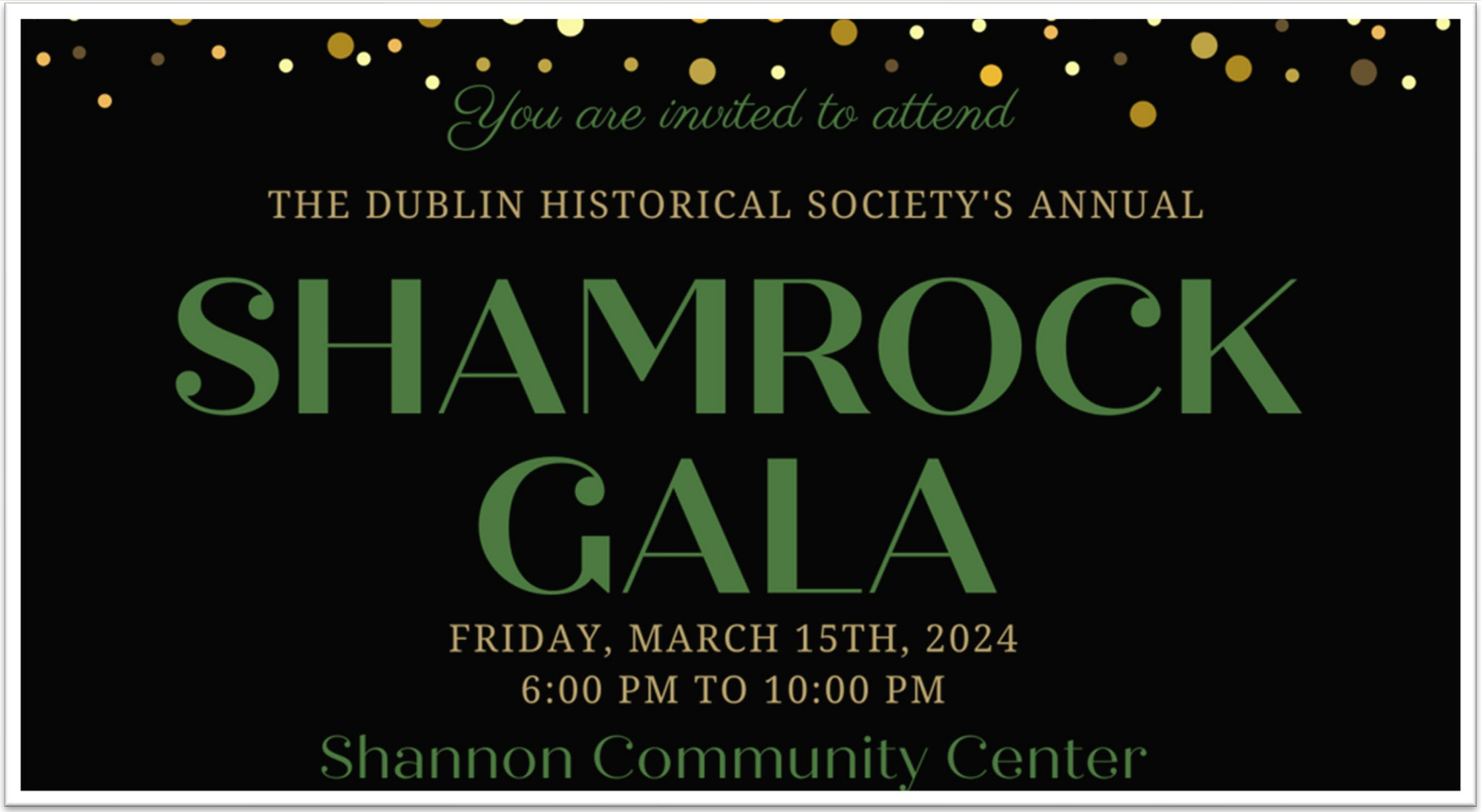
City Council Meeting

March 5, 2024



DUBLIN
CALIFORNIA

Shamrock Gala



Firefighter's Pancake Breakfast

Saturday, March 16 - 7:00 a.m.







40th Dublin Lion's Club Parade

Saturday, March 16 – 9:30 a.m.







25th Shamrock
5K Fun Run & Walk

Sunday, March 17 – 8:30 a.m.



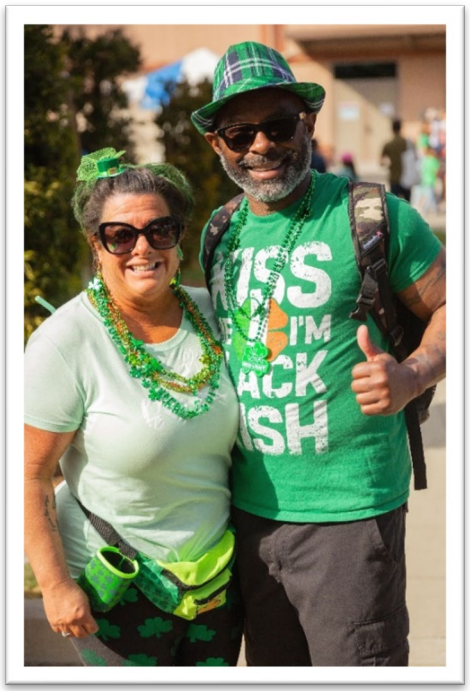




40th St. Patrick's Day Festival

Saturday, March 16 - 10:00 a.m. – 8:00 p.m.
Sunday, March 17 - 10:00 a.m. – 5:00 p.m.







Pub & Main Stage





Tea Cottage & Irish Dance Stage





Carnival & Petting Zoo







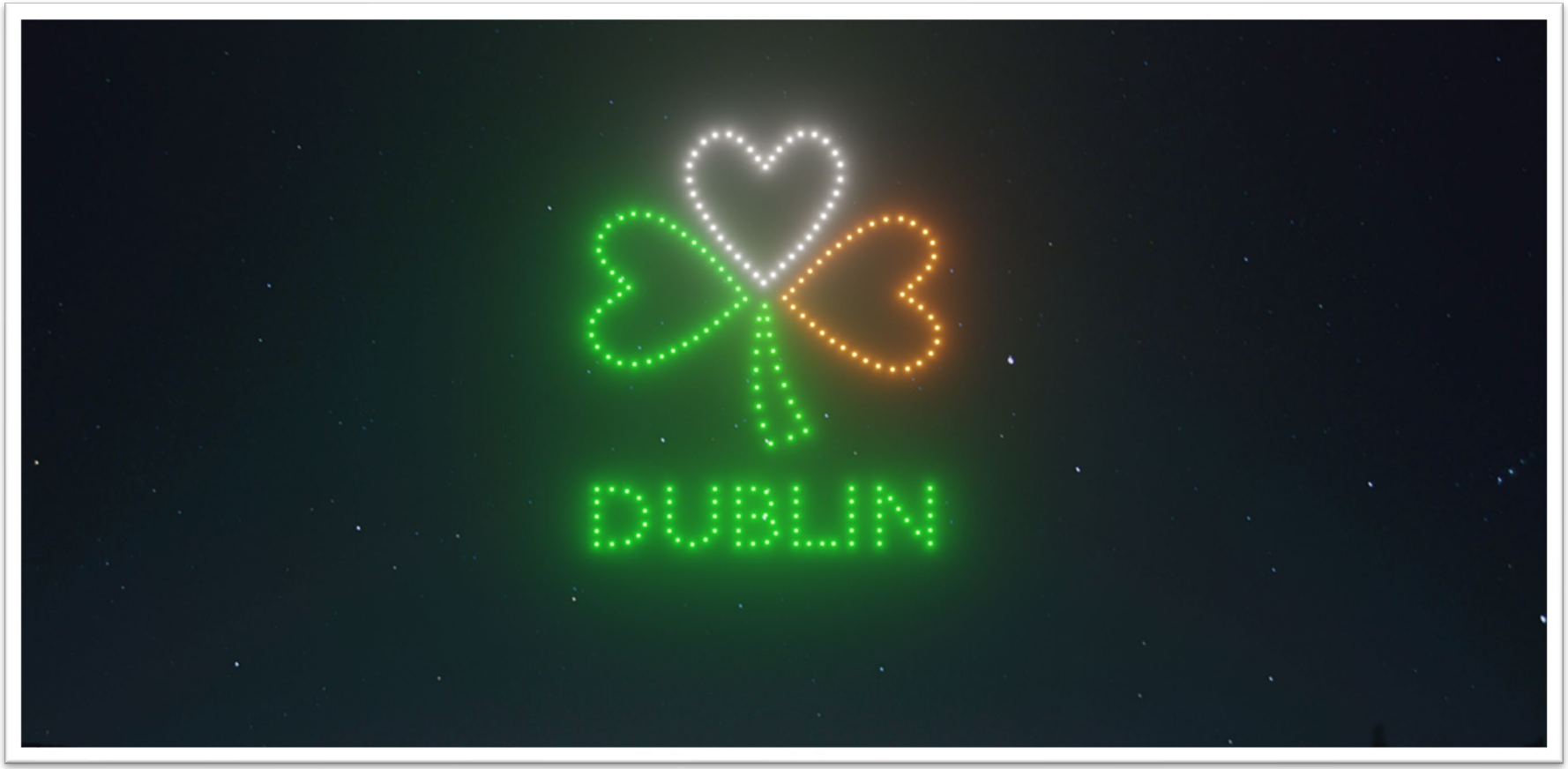
Vendors & Food Court







Drone Show



Sponsors


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H MART
aloft
DUBLIN-PLEASANTON
GROCERYOUTLET
bargain market
EMPOWER
MARTIAL ARTS
Patelco
CREDIT UNION
xfinity
Sutter Health
SAGE
Alignment Health
PROVIDENT
CREDIT UNION
San Ramon
ORTHODONTICS
BODYBAR
PILATES
GRAND CANYON
UNIVERSITY
SYSTEM
PAVERS
EAST BAY
SPCA
150 Years
Renewal
by Andersen
BOOKS
Back Pain, Neck Pain
& Headache Relief
Center of Pleasanton
JOYA
HOPE
Heavenly Greens

See You There!







Thank You & Questions



DUBLIN
CALIFORNIA

Agenda Item 5.1

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: March 5, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Approval of February 20, 2024 Regular City Council Meeting Minutes
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City Council will consider approval of the minutes of the February 20, 2024, Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the February 20, 2024, Regular City Council Meeting.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City Council will consider approval of the minutes of the February 20, 2024, Regular City Council Meeting.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) February 20, 2024, Regular City Council Meeting Minutes

MINUTES OF THE CITY COUNCIL OF THE CITY OF DUBLIN

Regular Meeting: February 20, 2024

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

REGULAR MEETING 7:00 PM

A Regular Meeting of the Dublin City Council was held on Tuesday, February 20, 2024, in the City Council Chamber. The meeting was called to order at 7:01 PM, by Mayor Hernandez.

1) CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

2) REPORT ON CLOSED SESSION

Mayor Hernandez reported the City Council did not hold Closed Session at 6:30 PM as was agendized and Closed Session would be held at the end of the Regular Meeting Agenda for both items.

3) PRESENTATIONS AND PROCLAMATIONS

3.1) Recognition of Outgoing Alameda County Undersheriff Richard T. Lucia

The City Council presented a commendation to outgoing Alameda County Undersheriff Richard T. Lucia.

3.2) Presentation of Certificates of Recognition to Daughters of the American Revolution American History Essay Contest and Constitution Week Poster Contest Winners

The City Council presented Certificates of Recognition to Dublin residents who placed in the Daughters of the American Revolution American History Essay Contest and Constitution Week Poster Contest.

4) PUBLIC COMMENT

Dawn Benson provided public comment.

Andrea Renzulli provided public comment.

Jeanine Gillengerten provided public comment.

5) CONSENT CALENDAR

5.1) Approved the February 6, 2024 Regular City Council Meeting Minutes.

5.4) Received a status update on the City's Two-Year Strategic Plan.

5.5) Adopted Resolution No. 13-24 titled, "Authorizing Application for the Affordable Housing and Sustainable Communities Program and Approving the Affordable Housing and Sustainable Communities Co-applicants' Agreement."

5.6) Adopted Resolution No. 14-24 titled, "Approving the Agreement Between the City of Dublin and Shamrock Office Solutions for Managed Print Services."

5.7) Received report of payments issued from December 1, 2023 – December 31, 2023, totaling $10,003,063.60 and January 1, 2024 – January 31, 2024, totaling $17,752,552.22.

On a motion by Councilmember Josey, seconded by Vice Mayor Hu, and by unanimous vote, the City Council adopted the Consent Calendar, except for items 5.2, 5.3 and 5.8.

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

5.2) Received City Treasurer's Informational Report of Investments for the Quarter Ending December 31, 2023

This item was pulled from the consent calendar by Councilmember Qaadri for clarifying questions.

5.3) Adopted Resolution No. 12-24 titled, "Approving the Second Amendment to the Consulting Services Agreement Between the City of Dublin and Economic and Planning Systems, Inc.," and approved the budget change.

This item was pulled from the consent calendar by Mayor Hernandez for further discussion.

5.8) Waived the reading and introduced the Ordinance Adding Section 1.04.035 to the Dublin Municipal Code to Declare Certain Violations to Be Public Nuisances.

This item was pulled from the consent calendar for public comment.

Tom Evans provided public comment.

Andrea Renzulli provided public comment.

On a motion by Councilmember Qaadri and seconded by Councilmember McCorriston, and by unanimous vote, the City Council adopted the remainder of the Consent Calendar.

RESULT:	ADOPTED [UNANIMOUS]
MOVED BY:	Kashef Qaadri, Councilmember
SECOND:	Michael McCorriston, Councilmember
AYES:	Hernandez, McCorriston, Josey, Hu, Qaadri

6) PUBLIC HEARING – None.

7) UNFINISHED BUSINESS

7.1) 2024 Eastern Alameda County Human Services Needs Assessment

The City Council received a presentation on the 2024 Eastern Alameda County Human Services Needs Assessment.

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

7.2) Report on the City's Efforts in Advancing Diversity, Equity, and Inclusion

The City Council received a presentation on the City's efforts in advancing Diversity, Equity and Inclusion in the work of the City within the last year and what to expect moving forward.

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

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

Mayor Hernandez reconvened the meeting at 9:08 PM.

8) NEW BUSINESS

8.1) Library Tenant Improvements - Concept Plan

The City Council received a presentation on the Library Tenant Improvements Concept Plan.

Steve Minniear provided public comment.

By consensus, the City Council directed Staff to explore options for the public art in front of the Library.

8.2) Village Parkway Reconstruction – Conceptual Plan and Additional Improvement Items

The City Council considered approval of the conceptual plan for the Village Parkway Reconstruction Project as well as additional improvement items to include as part of the design and construction of the project.

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

By consensus, the City Council directed Staff to explore more information on undergrounding overhead utilities, potential additional funding sources for doing that, and impacts on the neighborhood if utilities were moved.

8.3) Fiscal Year 2023-24 2nd Quarter Financial Review

The City Council received a financial report through the second quarter of Fiscal Year 2023-24 and considered amendments via a budget change.

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

On a motion by Councilmember McCorriston, seconded by Councilmember Josey, and by unanimous vote, the City Council approved the budget change.

RESULT:	ADOPTED [UNANIMOUS]
MOVED BY:	Michael McCorriston, Councilmember
SECOND:	Jean Josey, Councilmember
AYES:	Hernandez, McCorriston, Josey, Hu, Qaadri

8.4) Report Regarding City Council and Mayor's Salaries

The City Council received a presentation regarding potential adjustments to City Councilmembers' and Mayor's salaries and asked clarifying questions.

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

On a motion by Mayor Hernandez, seconded by Councilmember Josey, and by a four to one vote, the City Council approved the Staff recommendation to bring back an ordinance to increase the City Councilmember salary to the amount allowed by Government Code 36516.

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

9) CITY MANAGER AND CITY COUNCIL REPORTS

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

By consensus, the City Council directed Staff to prepare a certificate to acknowledge the Tri-Valley Non-Profit Alliance's 10-year anniversary.

10) ADJOURNMENT

Mayor Hernandez adjourned the regular meeting at 11:12 PM to Closed Session.

CLOSED SESSION

I. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Initiation of Litigation Pursuant to Paragraph (4) of Subdivision (d) of Section 54956.9:1 case

II. PUBLIC EMPLOYEE APPOINTMENT
Title: City Attorney

Mayor Hernandez adjourned the meeting at 11:58 PM.

Mayor

ATTEST:

City Clerk

Agenda Item 5.2

STAFF REPORT
CITY COUNCIL

DATE: March 5, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Service Agreement for Water Slide and Aquatic Play Structure Maintenance and Repair Services at The Wave
Prepared by: Dustin Stene, Recreation Supervisor

EXECUTIVE SUMMARY:

The City Council will consider approving a service agreement with Whitewater West Industries, Ltd. for waterslide and aquatic play structure maintenance and repair services at The Wave.

STAFF RECOMMENDATION:

Adopt the Resolution Approving an Agreement with Whitewater West Industries Ltd. for Waterslide and Aquatic Play Structure Maintenance and Repair Services and approve the budget change.

FINANCIAL IMPACT:

The cost for the agreement with Whitewater West Industries, Ltd. is $102,674.40, which includes $85,562 for waterslide and aquatic play structure maintenance and repair services, plus a 20% contingency of $17,112.40 for additional repairs as needed. Approval of the agreement will require a budget change of $102,674.40 funded by the General Fund Undesignated Reserve.

DESCRIPTION:

As The Wave Waterpark marked its sixth anniversary at the conclusion of the 2023 summer season, a thorough inspection of the waterslides and aquatic play structure was conducted. The inspection identified both functional and aesthetic repairs necessary to enhance the overall appearance and maintain the safety standards of The Wave. These repairs include external painting of slides, steel piping, and amenities within the aqua-play structure, replacing spray feature parts, and repairing cracked grates, supports, and composite decking.

Staff contacted the manufacturer of these features, Whitewater West Industries, Ltd., to request a proposal to complete the repairs. Whitewater West was used in Fiscal Years 2018-19 and 2020-21

for waterslide maintenance and therefore possesses in-depth knowledge of the products and equipment used at The Wave.

Section 2.36.100(B)(1) Dublin Municipal Code provides for a waiver of competitive bidding "where the city's requirements can be met solely by a single patented article or process." Staff believes that the specialized nature of the work on the water features at The Wave requires the use of the manufacturer, who has the unique expertise and access to the original components essential to ensuring the optimal performance, look, and safety of the equipment (as reflected in Attachment 4, sole source declaration). Additionally, manufacturer-led repairs typically uphold original design standards, ensuring the highest quality and safety for users. Whitewater West has access to genuine replacement parts, ensuring compatibility and maintaining the integrity of The Wave's features, and offers a warranty for parts and repairs. Lastly, utilizing the manufacturer will result in quick project completion, ensuring the work is completed before the 2024 waterpark season.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving an Agreement with Whitewater West Industries, Ltd. for Waterslide and Aquatic Play Structure Maintenance and Repair Services
2) Exhibit A to the Resolution – Agreement Between City of Dublin and Whitewater West Industries
3) Whitewater West Industries, Ltd. Proposal
4) Whitewater West Industries, Ltd Sole Source Declaration
5) Budget Change Form

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING AN AGREEMENT WITH WHITEWATER WEST INDUSTRIES, LTD. FOR WATERSLIDE AND AQUATIC PLAY STRUCTURE MAINTENANCE AND REPAIR SERVICES

WHEREAS, The Wave Waterpark marked its sixth anniversary in 2023, triggering Staff to conduct a thorough inspection of the waterslides and aquatic play structure; and

WHEREAS, the inspection identified both functional and aesthetic repairs necessary to enhance the overall appearance and maintain the safety standards of The Wave; and

WHEREAS, Staff contacted Whitewater West Industries Ltd., the manufacturer of the waterslide and aquatic play structure, to submit a proposal to complete the repairs; and

WHERAS, Whitewater West Industries, Ltd. offers a factory warrantee on parts and services, expertise on aquatic features, and access to the appropriate supplies and resources for the scope of service; and

WHEREAS, Whitewater West Industries, Ltd. will provide waterslide maintenance services that align with the City's needs and is prepared to complete the work outlined in the scope of services of the proposed agreement prior to the opening of the 2024 waterpark season; and

WHEREAS, Section 2.36.100(B)(1) of the Dublin Municipal Code allows for exceptions to the typical public bidding process when the City's required work can only be met solely by a single patented article or process; and

WHEREAS, Staff believes that, considering the specialized nature of the required repairs and the unique expertise and access to the original components essential to ensuring the water features optimal performance, look, and safety, the manufacturer should conduct this work.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the Agreement between the City of Dublin and with Whitewater West Industries Ltd., attached hereto as **Exhibit A** in an amount not to exceed $102,674.40 through June 30, 2024.

BE IT FURTHER RESOLVED that the City Manager, or designee, is authorized to execute the agreement between the City of Dublin and with Whitewater West Industries Ltd., attached hereto as **Exhibit A,** and make any necessary, non-substantive changes to carry out the intent of this Resolution.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 5th day of March 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

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**CONTRACTOR SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
WHITEWATER WEST INDUSTRIES, LTD.**

THIS AGREEMENT for Waterslide and Aquatic Play Structure Maintenance and Repair services is made by and between the City of Dublin ("City") and WhiteWater West Industries, Ltd. ("Contractor") (together sometimes referred to as the "Parties") as of March 5th, 2024 (the "Effective Date").

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

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30th, 2024, the date of completion specified in Exhibit A, and Contractor shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Contractor and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Contractor for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

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

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

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

1.5 [Intentionally Deleted]

1.6 [Intentionally Deleted]

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Section 2. COMPENSATION. City hereby agrees to pay Contractor, pursuant to the Compensation Schedule attached as Exhibit B, a sum not to exceed $102,674.40, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person.

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

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

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

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

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

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

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

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

2.5 **[Intentionally Deleted]**

2.6 **[Intentionally Deleted]**

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

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

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

2.10 **[Intentionally Deleted]**

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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.

The Wave Aquatic Facility (4201 Central Pkwy, Dublin, CA 94568)

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

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

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

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

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

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

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Contractor shall maintain all portions of the jobsite in a neat, clean, and sanitary condition at all times.

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

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

4.2.2 **Minimum Scope of Coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 04 13 (most recent edition) covering comprehensive General Liability on an "occurrence" basis.

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 but only during the performance of the work as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles, leased, hired, or borrowed by the Contractor. The insurance does not apply after all work to be performed by or on behalf of the additional insured at the location of the covered operations has been completed.

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:

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a. Certificate of Liability Insurance in the amounts specified in the section;

b. Additional Insured Endorsement as required by the section;

c. Waiver of Subrogation Endorsement as required by the section; and

d. Primary Insurance Endorsement as required by the section.

4.3 All Policies Requirements.

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

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

4.3.3 Deductibles and Self-Insured Retentions. Contractor is disclosing that the self-insured retentions and deductibles is $500,000.00.

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:

- 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

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- 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") which arise out of or are otherwise related to any alleged negligence or other culpable conduct of any of its employee, subcontractor or agent of Contractor, in connection with the restoration, resurfacing and recommissioning of WhiteWater West Industries Ltd.'s equipment as described in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

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

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

Section 6. STATUS OF CONTRACTOR.

6.1 Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor further acknowledges that Contractor performs Services outside the usual course of the City's business; and is customarily engaged in an independently established trade, occupation, or business of the same nature as the Contractor performs for the City, and has the option to perform such work for other entities. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation,

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benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 **Contractor Not an Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

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

7.2 **Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 **Nondiscrimination and Equal Opportunity.** Contractor shall not discriminate, on the basis of a person's race, sex, gender, religion (including religious dress and grooming practices), national origin, ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), marital status, age, sexual orientation, color, creed, pregnancy, genetic information, gender identity or expression, political affiliation or belief, military/veteran status, or any other classification protected by applicable local, state, or federal laws (each a "Protected Characteristic"), against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if City grants such an extension, City shall have no obligation to provide Contractor with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Contractor for any otherwise reimbursable expenses incurred during the extension period.

8.3 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

8.4 **Assignment and Subcontracting.** City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

8.6 **Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;

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

8.6.4 Charge Contractor the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Contractor agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.

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

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

Section 10. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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10.9 **Notices.** Any written notice to Contractor shall be sent to:
Kyle Seeman
WhiteWater West Industries, Ltd.
180-6651 FRASERWOOD PL
RICHMOND BC V6W 1J3
Tel: +1-763-528-3707
Fax: +1-604-273-4518
Email: kyle.seeman@whitewaterwest.com

Any written notice to City shall be sent to:
City of Dublin
Att: Dustin Stene
100 Civic Plaza
Dublin, CA 94568

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

Exhibit A	Scope of Services
Exhibit B	Compensation Schedule
Exhibit C	California Labor Code Section 1720

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

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

SIGNATURES ON FOLLOWING PAGE

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

CITY OF DUBLIN

Linda Smith, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

WhiteWater West Industries, LTD.

DocuSigned by:
4752073C08E344C...

Luc Benac

Contractor's DIR Registration Number
(if applicable)

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EXHIBIT A

SCOPE OF SERVICES

- Repairs to be completed no later than April 30th, 2024
- Repaint exterior of red Aqua Play slide
  - Per WhiteWater Specialist, repaint and clear coat the shutdown lane sections so it matches the newly repainted slide exterior (above waterline only)
  - Repaint and clear coat the shutdown lane interior side of the risers (non-slide path surface)
- Replace and install all flange covers for Aqua Play and spray features
  - 30 flange covers/escutcheon caps to be replaced
    - 18 standpipe locations for AP structure and slide support
    - 12 flange covers required for 18 Aqua Spray toys
      - AS-220 Geyser Jets x3
      - No flange covers noted in drawings AS-250 Little Squirt x7
        - No flange covers noted in drawings
      - AS-901 Pools and Falls x1
        - Need 4 flange covers
      - AS-3400 Mini Cannon x2
      - AS-3600 Periscope Gun x2
      - AS-4100 Palm Tree Cone Spill Bucket x1
      - AS-4200 Spinning Tray x1
        - Need 2 flange covers
      - AS-4600 Water Windmill x1
- Repaint all blue steel piping, guardrails, red dump roof on Aqua Play, and standpipes for Aqua Spray features
- Repair cracked T-1800 grate at end of run out lanes
  - Note cracked horizontal fiberglass support under grates
  - Per WhiteWater Specialist the T-1800 is in good condition and does not need to be replaced
    - Repair the cracked supports underneath using a resin + hardener mix
    - Install Additional 2" x 6' fiberglass angle arms underneath the horizontal supports for further reinforcement
  - Supply and install new tubing, hose clamps, fittings, and quick release for ¼" tubing on Bowl Slide (Shamrock Swirl)14 replacement nozzle assemblies included in estimate
  - This work will require a safety harness to meet OSHA requirement (for the advisor working on top of the Bowl Slide (Shamrock Swirl)
    - One advisor will assist from below
- Repair top tower platform composite decking
  - Note 3-5 damaged sections on the deck boards
  - Per WhiteWater Specialists, perform spot repairs on damaged platform sections

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- The decking connection is interlocked below so all the surrounding decking (i.e., half the tower platform on one end) would need to be stripped first to replace the damaged
- Spot repair work should include blowing in expandable foam insulation into the holes, trimming the dried excess, and applying 2-part epoxy glue that will stick to the plastic/foam base
    - Painted over repaired spots to match the surround decking pattern

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EXHIBIT B

COMPENSATION SCHEDULE

WATERSLIDE MAINTENANCE SERVICES	
Waterslide Maintenance Services	$85,562.00
20% Contingency	$17,112.40
Total Cost	$102,674.40

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EXHIBIT C

HOURS OF WORK:

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

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

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

WAGES:

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

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

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

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

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

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

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

C. In accordance with California Labor Code Section 1776, the Contractor and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

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

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

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

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

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

WhiteWater Restoration Proposal - The Wave

City of Dublin, CA

Dublin, CA, USA

48367-01

January 4, 2024

WHITEWATER®
EST. 1980

This document contains a formal quotation. When signed by both parties this quotation forms a legally binding contract that guarantees the success of your project by utilizing only the best design and products available today.

Proposal

1. Abbreviated Scope of Work

Included in the scope of this proposal or contract are the Slide Restorations Services:

Products & Services	As per drawing
Exterior slide and runout painting – AP red slide	31548
AP steel painting – blue steel piping, guardrails, dump roof, and standpipes for AquaSpray features	31548
Replace and install new flange covers	Notes below
Supply and install parts for Champagne bowl	Notes below
Repair cracked T1800 decking at slide runout	Notes below
Repair top tower platform decking (Approximately 3-5 locations)	Notes below

ON-SITE SERVICES		Number of man-days	Notes
☑	Resurfacing of Equipment	9	Prevailing Wages

Notes:

SOW details

- Repaint exterior of red AP slide
  - Per WW Specialist we will also repaint and clear coat the shutdown lane sections so it matches the newly repainted slide exterior (above waterline only)
  - The shutdown lane interior side of the risers (non-slide path surface) will also be repainted and clear coated
  - Interior slide path/ride surface is not included in this estimate
- Replace and install all flange covers for AP and spray features
  - 30 flange covers/escutcheon caps to be replaced
    - 18 standpipe locations for AP structure and slide support
    - 12 flange covers required for 18 AquaSpray toys
      - AS-220 Geyser Jets x3
        - No flange covers noted in dwgs
      - AS-250 Little Squirt x7
        - No flange covers noted in dwgs
      - AS-901 Pools and Falls x1
        - Need 4 flange covers
      - AS-3400 Mini Cannon x2
      - AS-3600 Periscope Gun x2
      - AS-4100 Palm Tree Cone Spill Bucket x1
      - AS-4200 Spinning Tray x1
        - Need 2 flange covers
      - AS-4600 Water Windmill x1
- Repaint all blue steel piping, guardrails, red dump roof on AP, and standpipes for AquaSpray features
- Repair cracked T-1800 grate at end of run out lanes
  - Note cracked horizontal fiberglass support under grates
  - Per WW Specialist the T-1800 is in good condition and does not need to be replaced
    - We will simply repair the cracked supports underneath using a resin + hardener mix

        - Additional 2" x 6' fiberglass angle arms will also be installed underneath the horizontal supports for further reinforcement
    - Supply and install new tubing, hose clamps, fittings, and quick release for ¼" tubing on Champagne Bowl
        - 14 replacement nozzle assemblies included in estimate
        - This work will require a safety harness to meet OSHA requirement (for the advisor working on top of the Bowl)
            - One advisor will assist from below
    - Repair top tower platform composite decking as shown
        - Note 3-5 damaged sections on the deck boards
        - Per WW Specialists we can perform spot repairs rather than replace the damaged platform sections
            - The decking connection is interlocked below so all the surrounding decking (i.e., half the tower platform on one end) would need to be stripped first to replace the damaged sections which would be very expensive and time consuming
            - Spot repair work would entail blowing in expandable foam insulation into the holes, trimming the dried excess, and applying 2-part epoxy glue that will stick to the plastic/foam base
                - The repaired spots would then be painted over to match the surround decking pattern (we will try our best to match surrounding color/pattern)

2. Pricing – USD dollars

Subject to the terms of this Agreement, the Purchaser hereby orders and purchases from the supplier, and the Supplier agrees to sell and provide to the Purchaser, the Equipment and Services for the Purchase Price, exclusive of all taxes.

$85,562 USD

Sales Tax
The Purchase Price is inclusive of sales tax

The price quote is valid for forty-five (45) days.

3. Payment Terms

As a condition of the performance of WhiteWater, Purchaser agrees to pay the Purchase Price as follows:

DEPOSIT PAYMENT	50% =	**$ 42,781**
FINAL PAYMENT Upon issuance of Certificate of Commissioning *(as per General Terms and Conditions Paragraph 6 Completion)*	50% =	**$ 42,781**
TOTAL		**$ 85,562**

Banking information to be presented under separate cover after execution of the contract.
Overdue payments are subject to a 1.5% per month interest charge.

Corporate Head Office
Whitewater West Industries Ltd. • 180-6651 Fraserwood Pl • Richmond • B.C. • Canada • V6W 1J3
Tel (604) 273-1068 • Fax (604) 273-4518 • Email: whitewater@whitewaterwest.com

2/5/2024

To WhiteWater slide operator,

This letter serves as a sole source document for Original Equipment Manufacturer (OEM) products manufactured by Whitewater West Ind. Ltd. This letter is to confirm that Whitewater products and its associated components are proprietary and single source products, engineered, designed, manufactured, sold and distributed, serviced and warrantied by the Whitewater group of companies only.

Whitewater is able to re-commission/re-certify slides and equipment manufactured by Whitewater only (with some exceptions).

Replacement parts, alterations or refurbishment of Whitewater equipment/slides by unauthorized suppliers or contractors is not recommended and may result in voiding of expressed warranties, premature failure of equipment and safety hazards to occupants.

Sincerely,



Franceen Gonzales

Chief Experience Officer

t: +1.604.273.1068

e: franceen.gonzales@whitewaterwest.com

whitewaterwest.com

CITY OF DUBLIN **Attachment 5**

FISCAL YEAR 2023-24
BUDGET CHANGE FORM

Budget Change Reference #: _____

From Designated Reserves		Budget Transfer Between Funds	
Un-Appropriated Reserves	X	Other	

DECREASE BUDGET AMOUNT		**INCREASE BUDGET AMOUNT**	
Account	**Amount**	**Account**	**Amount**
EXPENDITURES: (Org.Object)		**EXPENDITURES: (General Fund- Water Park Operations-Contract Services)** 10017610-64001	$102,674.40
EXPENDITURES: (Org.Object)		**EXPENDITURES: (Org.Object)**	

As Presented at the City Council Meeting **3/5/2024**

REASON FOR BUDGET CHANGE
Waterslide and Aquatic Play Structure Maintenance and Repairs

************Finance Use Only************

Posted By: _____ **Date:** _____

Agenda Item 5.3

STAFF REPORT
CITY COUNCIL

DATE: March 5, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Second Amendment to the Consulting Services Agreement with TriValley Internet, Inc. dba Terzetto Digital
Prepared by: Felicia Escover, Special Projects Manager

EXECUTIVE SUMMARY:

The City Council will consider approving a second amendment to the Consulting Services Agreement with TriValley Internet, Inc. dba Terzetto Digital for marketing assistance services to small businesses as part of the City's Small Business Navigator Program.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Second Amendment to the Consulting Services Agreement Between the City of Dublin and TriValley Internet, Inc. dba Terzetto Digital.

FINANCIAL IMPACT:

The proposed second amendment to the Consulting Services Agreement with TriValley Internet, Inc. dba Terzetto Digital will increase the total not-to-exceed compensation from $30,000 to $75,000. The additional cost will be charged to the City's American Rescue Plan Act funds for Fiscal Year 2023-24 that are designated for business support.

DESCRIPTION:

The City's Economic Development Department utilizes consultants for the Small Business Navigator Program, which was established in direct response to feedback collected from the local business community during the COVID-19 pandemic. Staff engaged with businesses across the City during the pandemic and discovered a common theme in more than 450 business visits, 50 survey responses, and various business roundtables.

These interactions, surveys, and site visits revealed that business owners required assistance with specific projects such as employee-related matters, logo design, and marketing – areas that typically fall outside the purview of City Staff support. Recognizing that there was no single

program capable of addressing the wide array of concerns expressed by the business community, the City developed the Navigator Program to bridge this gap.

The Navigator Program was designed to provide comprehensive technical support to small businesses in Dublin at no cost to eligible small business owners. It connects business owners with highly experienced consultants who can help with specific project-based needs, enabling businesses to overcome challenges and foster growth. The Program's scope encompasses various areas of business support, including business planning and development, marketing and advertising, architecture and space design, technology consulting, graphic design, and more.

In January 2023, Staff issued a Request for Proposals from qualified consultants in a range of business areas, including space planning, graphic design, business advising, marketing, and others. Although a qualified marketing consultant was not identified through this process, Staff subsequently reached out to six local marketing firms to gather quotes and assess qualifications.

TriValley Internet, Inc., operating as Terzetto Digital, emerged as a qualified marketing consultant specializing in digital marketing and working with small businesses. An agreement for $10,000 was executed on April 1, 2023, to ensure that marketing services would be available to businesses before the Program's official launch.

The Program was launched to the business community on April 13, 2023, and the most requested service has been in the field of marketing, covering marketing strategies, web cleanup, and website development. Due to the high volume of marketing requests, the agreement was amended on July 10, 2023 to increase the maximum amount to $30,000. Since the amendment was executed, businesses have continued to seek marketing support, depleting the amended not-to-exceed amount.

Staff proposes to amend this agreement again, increasing the total compensation to $75,000. This increase would allow for additional businesses to receive marketing assistance to grow and sustain their businesses throughout the term of the agreement.

STRATEGIC PLAN INITIATIVE:

Strategy 1: Downtown Dublin and Economic Development
Objective D: Support local businesses and new business attraction

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving the Second Amendment to the Consulting Services Agreement Between the City of Dublin and TriValley Internet, Inc. dba Terzetto Digital
2) Exhibit A to the Resolution - Second Amendment to Consulting Services Agreement Between the City of Dublin and TriValley Internet, Inc. dba Terzetto Digital

3) Consulting Services Agreement Between the City of Dublin and TriValley Internet, Inc. dba Terzetto Digital
4) First Amendment to Consulting Services Agreement Between the City of Dublin and TriValley Internet, Inc. dba Terzetto Digital

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE SECOND AMENDMENT TO THE CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND TRIVALLEY INTERNET, INC. DBA TERZETTO DIGITAL

WHEREAS, supporting local businesses is a strategic priority for the City of Dublin City Council; and

WHEREAS, the Small Business Navigator Program ("Program") was established in April 2023 to offer small businesses in Dublin comprehensive technical support at no cost to eligible small business owners; and

WHEREAS, this Program connects business owners with highly experienced consultants capable of addressing specific project-based needs, thereby enabling businesses to overcome challenges and foster growth; and

WHEREAS, the Consulting Services Agreement with TriValley Internet, Inc. dba Terzetto Digital, was executed on April 1, 2023, serving as a crucial component of the Small Business Navigator Program by offering marketing assistance services to small businesses as needed; and

WHEREAS, an amendment was executed on July 10, 2023, to increase the not-to-exceed amount of the agreement due to the high volume of marketing-related requests from small businesses; and

WHEREAS, it has been determined that a second amendment to the Consulting Services Agreement with TriValley Internet, Inc. dba Terzetto Digital is necessary to continue providing marketing assistance to small businesses; and

WHEREAS, Staff proposes to increase the limit on the total compensation paid during the term of the Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the Second Amendment to the Consulting Services Agreement with TriValley Internet, Inc. dba Terzetto Digital, attached hereto as **Exhibit A** to this Resolution.

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

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 5th day of March 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

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SECOND AMENDMENT TO CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND TRIVALLEY INTERNET, INC. DBA TERZETTO DIGITAL

WHEREAS, on April 1, 2023, the City of Dublin (hereinafter referred to as "CITY") and TRIVALLEY INTERNET, INC. DBA TERZETTO DIGITAL (hereinafter referred to as "CONSULTANT") entered into a Consulting Services Agreement for small business navigator program consulting services (hereinafter referred to as the “AGREEMENT”); and

WHEREAS, on July 10, 2023, a First Amendment was executed to increase the not-to-exceed amount of the Agreement;

WHEREAS, the demand for small business consulting services in marketing and web design has continued to surpass the anticipated levels, and the City of Dublin desires to extend critical business marketing services to more small businesses;

WHEREAS, the CITY and CONSULTANT now wish to amend the Agreement to modify Section 2 of the Agreement to increase the not to exceed amount;

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

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

COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $75,000, notwithstanding any contrary indications that may be contained in Consultant’s proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant’s proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

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

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

SIGNATURES ON THE FOLLOWING PAGE

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

CITY OF DUBLIN

By: _____
Linda Smith, City Manager

Dated: _____

TRIVALLEY INTERNET, INC. DBA TERZETTO DIGITAL

By: DocuSigned by: _____
10631F0D6EA548F...
Richard Wilkinson, President

ATTEST:

By: _____
Marsha Moore, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
TRIVALLEY INTERNET, INC. DBA TERZETTO DIGITAL
FOR
SMALL BUSINESS NAVIGATOR PROGRAM TECHNICAL CONSULTING SERVICES

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and TriValley Internet, Inc. DBA Terzetto Digital ("Consultant") (together sometimes referred to as the "Parties") as of **April 1, 2023** (the "Effective Date").

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

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on March 31, 2024, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 12 months upon the written consent of the Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

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

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

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

1.5 Reserved.

1.6 Reserved.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $10,000, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

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

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

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

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

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

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

2.6 **Reserved**.

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

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

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

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

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

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

4.1 Workers' Compensation.

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

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

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

a. Certificate of Liability Insurance in the amounts specified in the section; and

b. Waiver of Subrogation Endorsement as required by the section.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than $1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including without limitation, blanket contractual liability and the use of owned and non-owned automobiles.

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

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

a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.

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

d. For any claims related to this Agreement or the work hereunder, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

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

a. Certificate of Liability Insurance in the amounts specified in the section;

b. Additional Insured Endorsement as required by the section;

c. Waiver of Subrogation Endorsement as required by the section; and

d. Primary Insurance Endorsement as required by the section.

4.3 Professional Liability Insurance.

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

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

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

b. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 3 years after completion of work under this Agreement.

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

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

4.4 All Policies Requirements.

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

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

4.4.3 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

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

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

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

- Terminate this Agreement.

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

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Consultant further acknowledges that Consultant performs Services outside the usual course of the City's business; and is customarily engaged in an independently established trade, occupation, or business of the same nature as the Consultant performs for the City and has the option to perform such work for other entities. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 Consultant Not an Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

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

7.2 Compliance with Applicable Laws. Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or

regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, sex, gender, religion (including religious dress and grooming practices), national origin, ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), marital status, age, sexual orientation, color, creed, pregnancy, genetic information, gender identity or expression, political affiliation or belief, military/veteran status, or any other classification protected by applicable local, state, or federal laws (each a "Protected Characteristic"), against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

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

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

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

8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications,

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

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

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

Section 10. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

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

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

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

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

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

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

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

TriValley Internet, Inc. DBA Terzetto Digital
Richard Wilkinson
4047 First St. Suite 113
Livermore, CA 94551
(925) 273-7777
rwilkinson@terzettodigital.com

Any written notice to City shall be sent to:

City of Dublin
Attn: Hazel Wetherford
100 Civic Plaza
Dublin, CA 94568

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

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

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

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

SIGNATURES ON FOLLOWING PAGE

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

CITY OF DUBLIN

DocuSigned by:
Linda Smith
E33836CEEC044E0...
Linda Smith, City Manager

Attest:

DocuSigned by:
Marsha Moore
9BB70815D22F40A...
Marsha Moore, City Clerk

Approved as to Form:

DocuSigned by:
4D33BDE7E6D8453...
City Attorney

TRIVALLEY INTERNET, INC. DBA TERZETTO DIGITAL

DocuSigned by:
Richard Wilkinson
10631F0D6EA548F...
Richard Wilkinson, President

Consultant's DIR Registration Number (if applicable)

3070368.1

EXHIBIT A

SCOPE OF SERVICES

The Consultant shall provide small business owners with one-on-one technical assistance for marketing consulting and related projects on an on-call basis.

Once City Staff matches a consultant to a local business for a specific assignment, the consultant shall:

- Work with the City to execute a Task Order.
- Follow up with the business referral within three business days.
- Provide one-on-one virtual and/or in-person technical assistance up to the maximum defined in the on-call arrangement determined by the City.
- Document one-on-one sessions, including the request, time spent providing technical assistance, deliverables, and outcomes.
- Complete City requested surveys, reports, or other evaluations.
- Submit invoices for processing in a timely manner.

Additionally, the consultant shall work with the City of Dublin to host a complimentary virtual or in-person training for local businesses at least once a year.

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

When requesting services for work under an on-call contract, a City project manager will request services on a “Time and Material” basis. The selected firm’s services will be negotiated on a per-project basis and have a budget and specific scope of work submitted using the Program’s Task Order template signed by the designated Project Manager.

The Consultant shall commence services outlined in the Task Order once the document has been executed.

EXHIBIT C

INDEMNIFICATION

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, elected officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services called for or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

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

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

FIRST AMENDMENT TO CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND TRIVALLEY INTERNET, INC. DBA TERZETTO DIGITAL

WHEREAS, on April 1, 2023, the City of Dublin (hereinafter referred to as "CITY") and TRIVALLEY INTERNET, INC. DBA TERZETTO DIGITAL (hereinafter referred to as "CONSULTANT") entered into a Consulting Services Agreement for small business navigator program consulting services (hereinafter referred to as the "AGREEMENT"); and

WHEREAS, the demand for small business consulting services in marketing and web design has surpassed the anticipated levels, and the City of Dublin desires to extend critical business marketing services to more small businesses;

WHEREAS, the CITY and CONSULTANT now wish to amend the Agreement to modify Section 2 of the Agreement to increase the not to exceed amount;

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

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

COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $30,000, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

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

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

CITY OF DUBLIN

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

Dated: 7/10/2023

TRIVALLEY INTERNET, INC. DBA TERZETTO DIGITAL

By: DocuSigned by: 10631F0D6EA548F... _____
Richard Wilkinson, President

ATTEST:

By: DocuSigned by: 9BB70815D22F40A... _____
Marsha Moore, City Clerk

APPROVED AS TO FORM:

By: DocuSigned by: 21204750D69C449... _____
City Attorney

Agenda Item 5.4

STAFF REPORT
CITY COUNCIL

DATE: March 5, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Ordinance Declaring Certain Conditions to Be Public Nuisances
Prepared by: John Bakker, City Attorney

EXECUTIVE SUMMARY:

The City Council will consider adopting an ordinance that clarifies that various violations of the Municipal Code, other provisions of city, state, and federal law regulations enforceable by the City, and permits and approvals constitute public nuisances. The ordinance is intended to clarify existing provisions of the Municipal Code that declare violations of various provisions of the Municipal Code are public nuisances. The ordinance was introduced on February 20, 2024, and the City Council is being asked to waive the second reading and adopt the Ordinance.

STAFF RECOMMENDATION:

Waive the reading and adopt the **Ordinance** Adding Section 1.04.035 to the Dublin Municipal Code to Declare Certain Violations to Be Public Nuisances.

FINANCIAL IMPACT:

None.

DESCRIPTION:

From time to time, the City discovers conditions and circumstances on private property within the City that require enforcement. The City has recently been pursuing code enforcement activities that require the City to explore the various remedies that are available when conditions exist that violate the Municipal Code. Municipal Code provisions that declare violations to be public nuisances are powerful tools to allow the City to seek court orders to force the elimination of the violations (generally referred to as “nuisance abatement”).

In many cases, the Municipal Code expressly states that *specific* violations constitute public nuisances, but the Code does not have a uniform statement declaring conditions maintained in violation of the Municipal Code or other provisions that the City is authorized to enforce to be

nuisances. The ordinance would add such a statement to Title 1 of the Municipal Code and clarify this as the existing intent of the Municipal Code.

The ordinance was introduced on February 20, 2024 and the City Council is being asked to waive the second reading and adopt the Ordinance.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

None.

ATTACHMENTS:

1) Ordinance Adding Section 1.04.035 to the Dublin Municipal Code to Declare Certain Violations to Be Public Nuisances

ORDINANCE NO. XX – 24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUBLIN

ADDING SECTION 1.04.035 TO THE DUBLIN MUNICIPAL CODE TO DECLARE CERTAIN VIOLATIONS TO BE PUBLIC NUISANCES

The Dublin City Council does ordain as follows:

SECTION 1. ADDITION OF SECTION 1.04.035

Section 1.04.035 is added to the Dublin Municipal Code to read as follows:

1.04.035 Declaration of Public Nuisance

A. Any condition caused or permitted to exist in violation of this municipal code, any uniform or adopted code by reference, any State or Federal law enforceable by the City, any permit or conditions of approval or other authorization given by the City is hereby deemed a public nuisance.

B. Each day in which a violation of this section occurs or continues shall constitute a separate and distinct offense and a continuing nuisance. The remedies provided in this Code are intended to be cumulative and may be utilized in conjunction with or in lieu of other remedies.

SECTION 2. EFFECTIVE DATE. This Ordinance shall become effective thirty days following its final adoption.

SECTION 3. SEVERABILITY. The provisions of this Ordinance are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Ordinance or their applicability to other persons or circumstances.

SECTION 4. POSTING. The City Clerk of the City of Dublin shall cause this Ordinance to be posted in at least three public places in the City of Dublin in accordance with Section 36933 of the Government Code of the State of California.

{Signatures on following page}

PASSED, APPROVED AND ADOPTED this 5th day of March 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Agenda Item 5.5

STAFF REPORT

CITY COUNCIL

DATE: March 5, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Renaming of the Regional Meeting Room to the Bray Community Room
Prepared by: Jordan Foss, Management Analyst II

EXECUTIVE SUMMARY:

The City Council will consider a request to rename the Regional Meeting Room at the Dublin Civic Center to the Bray Community Room.

STAFF RECOMMENDATION:

Approve the renaming of the Regional Meeting Room at the Dublin Civic Center to the Bray Community Room.

FINANCIAL IMPACT:

There are minimal costs associated with changing the lettering and installing a name sign. Funding is available in the Fiscal Year 2023-24 Budget to cover the costs.

DESCRIPTION:

In October 1989, the Dublin Civic Center was officially opened to the public and City staff. As part of the facility, a 1,250-square-foot community room, known as the Regional Meeting Room, was created as a place to hold meetings, workshops, and classes, and as an overflow to the City Council Chambers. Currently, the room is outfitted with up-to-date audio/visual equipment, a small kitchenette and refrigerator, a storage room, and large windows that overlook the Civic Center grounds. The room has been available for community rental since the facility's opening.

In May 1987, the City of Dublin joined the Dublin Sister City Association (DSCA) as a non-profit member, and in July 1987, the City and the DSCA hosted the first Dublin/Bray Sister City Association visit to Dublin, California. From this first visit, an affiliation was born which has resulted in multiple visits by each party to the other's region, and many positive discussions that have reinforced the commitment of each region to maintaining positive relations.

In recognition of the City's long-standing relationship with Bray, County Wicklow, Ireland, Staff recommends renaming the Regional Meeting Room to the Bray Community Room. Staff proposes to replace the current sign lettering with a similar material and coloring to maintain consistent aesthetics within the Dublin Civic Center.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.

Agenda Item 5.6

STAFF REPORT

CITY COUNCIL

DATE: March 5, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Legal Services Agreement with Redwood Public Law, LLP
Prepared by: Colleen Tribby, Assistant City Manager

EXECUTIVE SUMMARY:

The City Attorney is transitioning his practice, as of March 15, 2024, to a new law firm, Redwood Public Law, LLP, where he is one of the founding partners. Redwood has offered to provide legal services on the same terms as the existing legal services agreement with the City.

STAFF RECOMMENDATION:

Approve the Agreement for Legal Services with Redwood Public Law, LLP.

FINANCIAL IMPACT:

There is no financial impact associated with this new agreement, as the costs associated with legal services have been previously budgeted and there are no anticipated changes as a result of this agreement.

DESCRIPTION:

The City Attorney, John Bakker, is leaving his current law firm, Meyers Nave, with which the City contracts for legal services, effective on March 15, 2024. Mr. Bakker and his new firm, Redwood Public Law, LLP, desire, respectively, to continue serving as the City Attorney and serve as the City's law firm. The proposed Legal Services Agreement between the City and Redwood would be effective on March 15, 2024 and has the same terms as the existing Legal Services Agreement between the City and Meyers Nave.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Agreement for Legal Services with Redwood Public Law, LLP

AGREEMENT FOR LEGAL SERVICES

This Agreement, made and entered into as of March 5, 2024, by and between the CITY OF DUBLIN, a Municipal Corporation in the State of California, hereinafter referred to as "CITY" and REDWOOD PUBLIC LAW, LLP, a California limited liability partnership, hereinafter referred to as "REDWOOD."

WITNESSETH

WHEREAS, CITY and Meyers Nave, PLC, are parties to an *Amended and Restated Agreement for Legal Services*, dated and entered into as of September 1, 2018, as amended as of July 1, 2019, July 1, 2021, October 18, 2022, and September 19, 2023 (the "2018 Legal Services Agreement"), pursuant to which John Bakker serves as the City Attorney; and

WHEREAS, as of March 15, 2024, John D. Bakker will leave his employment at Meyers Nave, PLC and become a partner in the law firm of REDWOOD; and

WHEREAS, John D. Bakker desires to continue to serve as the City Attorney and REDWOOD is willing to contract with the City under the same terms as the 2018 Legal Services Agreement; and

WHEREAS, it is the desire of the parties hereto to enter this Agreement and establish the terms and conditions for rendition of legal services to the CITY OF DUBLIN and the compensation therefore.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Appointment of City Attorney.

CITY hereby retains JOHN D. BAKKER, hereinafter referred to as "ATTORNEY," as City Attorney for the CITY OF DUBLIN and ATTORNEY agrees to faithfully represent the legal interests of CITY during the term of this Agreement. ATTORNEY shall propose another attorney of REDWOOD to serve as the Assistant City Attorney, subject to his or her appointment by the City Council.

2. ATTORNEY'S Services.

ATTORNEY shall provide, through his own services and those of such other attorneys of REDWOOD, as he shall determine, all legal services usually and normally provided by city attorneys, and specifically those duties and services described in Government Code Sections 41801, 41802, 41803 and 41803.5. Such services shall include, but not be limited to:

a. Attendance at City Council and Planning Commission meetings;

b. A scheduled presence of the City Attorney or Assistant at City Offices ("Office Hours") as may be requested by the City Manager, not to exceed 14 hours per week;

c. Preparation of ordinances, resolutions, leases, contracts or other legal documents;

d. Preparation of all findings, decisions or other documents pertaining to legislative or quasi-judicial actions or decisions made by the City Council, boards, commissions or officers;

e. Rendering legal advice (both oral and written) to members of the City Council, commissions, boards, and to the City Manager, department heads and employees with respect to City matters;

f. Negotiating and/or rendering advice with respect to negotiations pertaining to City's contracts, leases and memoranda of understanding;

g. Representing City in litigation and/or arbitration or other judicial, administrative or quasi-judicial proceedings;

h. Furnishing legal services for assessment district or bond proceedings; and

i. Furnishing legal services for other agencies or entities which are not operated as an integral part of City, but which are or may be created by City as independent agencies.

3. Independent Contractor.

ATTORNEY shall provide legal services to CITY as an independent contractor, with control over his offices, hours, support staff and other matters except as provided herein.

4. Compensation.

City shall compensate ATTORNEY, through REDWOOD, in the amount of $325 per hour for all services rendered, whether by ATTORNEY or by other attorneys associated with REDWOOD, with the following exceptions: litigation, for which ATTORNEY, through REDWOOD, shall be compensated at REDWOOD's then-current standard public agency rates for all litigation services rendered whether by ATTORNEY or by other attorneys associated with REDWOOD; and cost recovery and labor and employment advice, for which ATTORNEY, through REDWOOD, shall be compensated at the following rates per hour for all services rendered whether by ATTORNEY or other attorneys associated with REDWOOD:

Senior Principal	$490
Principal and Senior Of Counsel	$415
Senior Associate and Of Counsel	$360
Associate	$335
Paralegal	$170

REDWOOD will also be reimbursed for customary costs and disbursements, including deposition and witness fees, court costs, telephone, photocopying, facsimile charges, computer research on-line fees and messenger services. ATTORNEY, through REDWOOD, shall

bill CITY on a monthly basis and CITY agrees to pay ATTORNEY within 30 days of such bill or statement.

Notwithstanding anything to the contrary in this Agreement, the City shall have the right to retain counsel other than REDWOOD in particular matters.

5. No Assignment.

This Agreement is entered into by CITY and REDWOOD and, except as set forth herein, the rights and obligations of ATTORNEY may not be assigned or delegated to any other attorney of REDWOOD without express written consent of the City Council. This Agreement is not assignable.

6. Insurance

ATTORNEY agrees, through REDWOOD, to carry malpractice insurance in full force and effect during the term of this Agreement in an amount not less than $1,000,000 (one million dollars) per person and $2,000,000 (two million dollars) per occurrence.

7. Annual Review

Annually, and at such other intervals as the City Council deems appropriate, ATTORNEY and Council shall meet to review the performance of ATTORNEY and members or associates of his firm in furnishing the services provided hereunder, and to review the compensation provisions hereof. The parties may agree to changes or amendments hereto, including, but not limited to changes in compensation provisions, which changes or amendments shall be evidenced by written amendment hereto.

8. Term

This Agreement shall be terminable by CITY at will and by ATTORNEY upon 30 days' written notice.

9. Effective Date.

This Agreement shall be effective on March 18, 2024, with the date set forth above being for reference purposes only.

IN WITNESS WHEREOF, the parties have executed this Agreement for Legal Services the day and year set forth below.

CITY OF DUBLIN
a Municipal Corporation

Dated: _____

By _____
Melissa Hernandez, Mayor

Attest:

_____
City Clerk

REDWOOD PUBLIC LAW, LLP

Dated: _____

By _____
John D. Bakker, Partner

2878504.1

March 5, 2024

SB 343

Senate Bill 343 mandates supplemental materials that have been received by the City Clerk's office that relate to an agenda item after the agenda packets have been distributed to the City Council be available to the public.

The attached documents were received in the City Clerk's office after distribution of the March 5, 2024, Regular City Council meeting agenda packet.

Item 5.6

CITY MANAGER'S OFFICE MEMORANDUM

DATE:	March 5, 2024
TO:	Honorable Mayor and City Councilmembers
FROM:	Linda Smith, City Manager
SUBJECT:	Item 5.6: Legal Services Agreement with Redwood Public Law, LLP

The March 5, 2024, City Council Meeting includes an item approving a legal services agreement with Redwood Public Law, LLP.

After the agenda was posted, Staff discovered an error in Attachment 1, the Legal Services Agreement. Section 9 of the agreement, the Effective Date, should have March 15, 2024, as the effective date of the agreement, rather than March 18, 2024. A redlined version of Attachment 1 is attached to this memo.

AGREEMENT FOR LEGAL SERVICES

This Agreement, made and entered into as of March 5, 2024, by and between the CITY OF DUBLIN, a Municipal Corporation in the State of California, hereinafter referred to as "CITY" and REDWOOD PUBLIC LAW, LLP, a California limited liability partnership, hereinafter referred to as "REDWOOD."

WITNESSETH

WHEREAS, CITY and Meyers Nave, PLC, are parties to an *Amended and Restated Agreement for Legal Services*, dated and entered into as of September 1, 2018, as amended as of July 1, 2019, July 1, 2021, October 18, 2022, and September 19, 2023 (the "2018 Legal Services Agreement"), pursuant to which John Bakker serves as the City Attorney; and

WHEREAS, as of March 15, 2024, John D. Bakker will leave his employment at Meyers Nave, PLC and become a partner in the law firm of REDWOOD; and

WHEREAS, John D. Bakker desires to continue to serve as the City Attorney and REDWOOD is willing to contract with the City under the same terms as the 2018 Legal Services Agreement; and

WHEREAS, the purpose of this Agreement is to replicate 2018 Legal Services Agreement and have it serve as the legal services agreement between the CITY and REDWOOD; and

WHEREAS, it is the desire of the parties hereto to enter this Agreement and establish the terms and conditions for rendition of legal services to the CITY OF DUBLIN and the compensation therefore.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Appointment of City Attorney.

CITY hereby retains JOHN D. BAKKER, hereinafter referred to as "ATTORNEY," as City Attorney for the CITY OF DUBLIN and ATTORNEY agrees to faithfully represent the legal interests of CITY during the term of this Agreement. ATTORNEY shall propose another attorney of REDWOOD to serve as the Assistant City Attorney, subject to his or her appointment by the City Council.

2. ATTORNEY'S Services.

ATTORNEY shall provide, through his own services and those of such other attorneys of REDWOOD, as he shall determine, all legal services usually and normally provided by city attorneys, and specifically those duties and services described in Government Code Sections 41801, 41802, 41803 and 41803.5. Such services shall include, but not be limited to:

a. Attendance at City Council and Planning Commission meetings;

b. A scheduled presence of the City Attorney or Assistant at City Offices ("Office Hours") as may be requested by the City Manager, not to exceed 14 hours per week;

c. Preparation of ordinances, resolutions, leases, contracts or other legal documents;

d. Preparation of all findings, decisions or other documents pertaining to legislative or quasi-judicial actions or decisions made by the City Council, boards, commissions or officers;

e. Rendering legal advice (both oral and written) to members of the City Council, commissions, boards, and to the City Manager, department heads and employees with respect to City matters;

f. Negotiating and/or rendering advice with respect to negotiations pertaining to City's contracts, leases and memoranda of understanding;

g. Representing City in litigation and/or arbitration or other judicial, administrative or quasi-judicial proceedings;

h. Furnishing legal services for assessment district or bond proceedings; and

i. Furnishing legal services for the redevelopment agency, parking authority or other agencies or entities which are not operated as an integral part of City, but which are or may be created by City as independent agencies.

3. Independent Contractor.

ATTORNEY shall provide legal services to CITY as an independent contractor, with control over his offices, hours, support staff and other matters except as provided herein.

4. Compensation.

City shall compensate ATTORNEY, through REDWOOD, in the amount of $325 per hour for all services rendered, whether by ATTORNEY or by other attorneys associated with REDWOOD, with the following exceptions: litigation, for which ATTORNEY, through REDWOOD, shall be compensated at REDWOOD's then-current standard public agency rates for all litigation services rendered whether by ATTORNEY or by other attorneys associated with REDWOOD; and cost recovery and labor and employment advice, for which ATTORNEY, through REDWOOD, shall be compensated at the following rates per hour for all services rendered whether by ATTORNEY or other attorneys associated with REDWOOD:

Senior Principal	$490
Principal and Senior Of Counsel	$415
Senior Associate and Of Counsel	$360
Associate	$335
Paralegal	$170

REDWOOD will also be reimbursed for customary costs and disbursements, including deposition and witness fees, court costs, telephone, photocopying, facsimile charges, computer research on-line fees and messenger services. ATTORNEY, through REDWOOD, shall bill CITY at least on a monthly basis and CITY agrees to pay ATTORNEY within 30 days of such bill or statement.

Notwithstanding anything to the contrary in this Agreement, the City shall have the right to retain counsel other than REDWOOD in particular matters.

5. No Assignment.

This Agreement is entered into by CITY and REDWOOD and, except as set forth herein, the rights and obligations of ATTORNEY may not be assigned or delegated to any other attorney of REDWOOD without express written consent of the City Council. This Agreement is not assignable.

6. Insurance

ATTORNEY agrees, through REDWOOD, to carry malpractice insurance in full force and effect during the term of this Agreement in an amount not less than $1,000,000 (one million dollars) per person and $2,000,000 (two million dollars) per occurrence.

7. Annual Review

Annually, and at such other intervals as the City Council deems appropriate, ATTORNEY and Council shall meet to review the performance of ATTORNEY and members or associates of his firm in furnishing the services provided hereunder, and to review the compensation provisions hereof. The parties may agree to changes or amendments hereto, including, but not limited to changes in compensation provisions, which changes or amendments shall be evidenced by written amendment hereto.

8. Term

This Agreement shall be terminable by CITY at will and by ATTORNEY upon 30 days' written notice.

9. Effective Date.

This Agreement shall be effective on March ~~18~~15, 2024, with the date set forth above being for reference purposes only.

IN WITNESS WHEREOF, the parties have executed this Agreement for Legal Services the day and year set forth below.

CITY OF DUBLIN
a Municipal Corporation

Dated: _____

By _____
Melissa Hernandez, Mayor

Attest:

_____
City Clerk

REDWOOD PUBLIC LAW, LLP

Dated: _____

By _____
John D. Bakker, Partner

2878504.1

Agenda Item 7.1

STAFF REPORT
CITY COUNCIL

DATE: March 5, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Approval of the 2024 City of Dublin Legislative Platform
Prepared by: Jordan Foss, Management Analyst II

EXECUTIVE SUMMARY:

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

STAFF RECOMMENDATION:

Adopt the Resolution Approving the 2024 City of Dublin Legislative Platform.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Each year, the City Council approves a Legislative Platform that includes the goals, strategies, and priorities for organizing the City's legislative advocacy efforts. At the February 6, 2024 meeting, the City Council reviewed and provided comments on the draft 2024 Platform and requested that a Public Policy Priority be added for Public Health.

Staff worked with the City's consultant, Townsend Public Affairs, to draft the new language to Public Policy Priority 5 as follows:

- "Public Policy Priority 5, Public Safety" was renamed to "Public Safety and Public Health."
- The category expanded access and resources to public health care services, including mental health, behavioral health, and substance abuse services (Priority 5.9).

There were no other significant proposed revisions requested by the City Council to the draft 2024 Platform. Attachment 3 is a redline version that identifies all proposed revisions to the draft 2024 Platform. A copy of the February 6, 2024 Staff Report can be found as Attachment 4.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving the 2024 City of Dublin Legislative Platform
2) Exhibit A to the Resolution - 2024 City of Dublin Legislative Platform
3) Draft 2024 Legislative Platform (Redlined)
4) February 6, 2024 Staff Report without attachments

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE 2024 CITY OF DUBLIN LEGISLATIVE PLATFORM

WHEREAS, the 2024 City of Dublin Legislative Platform ("Platform") outlines the City's legislative priorities and positions to inform residents, representatives, and policy makers; and

WHEREAS, these legislative priorities are guided by three General Legislative Principles and Public Policy Positions which will determine the City's position on various legislative proposals; and

WHEREAS, the Platform provides City Staff with direction and authorizes them, on the City Council's behalf, to quickly respond in support or opposition to bills, and other legislative or gubernatorial actions in time sensitive situations, in accordance with the processes identified in the Platform.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin adopts the 2024 City of Dublin Legislative Platform attached hereto as **Exhibit A.**

BE IT FURTHER RESOLVED that the Mayor or her designee is authorized to sign letters of opposition or letters of support as drafted by City Staff for legislation as long as they are consistent with the Platform.

PASSED, APPROVED AND ADOPTED this 5th day of March 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

DUBLIN
CALIFORNIA

2024 LEGISLATIVE PLATFORM

FEDERAL AND STATE POLICY PRIORITIES

FEBRUARY 2024

Introduction

Many public policies intersect with City priorities, programs, and services. This 2024 Legislative Platform (Platform) outlines the City of Dublin's legislative priorities and positions on these policies to inform residents, representatives, and policymakers. These priorities are applicable to all relevant legislation, policies, programs, grant funding opportunities, ballot measures, mandates, and budgets.

The Mission of the City of Dublin is to promote and support a high quality of life, ensure a safe and secure environment, foster new opportunities, provide equity across all programs, and champion a culture of diversity and inclusion. This Mission shall guide the City's Legislative Platform.

This Platform provides Staff with direction and authorizes them, on the City Council's behalf, to quickly respond in support of or opposition to bills and other legislative or gubernatorial actions in time-sensitive situations. Additionally, the Platform enables Staff to communicate Dublin-specific issues and impacts with state legislators. Staff may draft letters, direct our legislative advocates, or speak on behalf of the City regarding the legislative priorities this document outlines.

Any correspondence signifying the City's support or opposition of a given bill must be signed by the Mayor and / or City Manager with notification to the City Council.

Any questions regarding this Legislative Platform can be directed to Jordan Foss, Management Analyst II at jordan.foss@dublin.ca.gov.

Platform Overview and Coordination

This Legislative Platform serves as the foundation for City legislative advocacy at all levels of government. It informs the City's legislative representatives of the key issues and legislation that could have a potential impact on the City and the process in which the City will participate in the legislative process. The City will employ several strategies to advocate or advance the City's public policy interests, which include:

- **Position Development**
  - Reviewing analyses and positions by Cal Cities, legislative advocates, and other local government / professional associations in formulating the City's position.
  - Working with City departments, legislative advocate(s) to develop this platform and identify positions on proposed legislative measures.
- **Status Tracking**
  - Tracking key bills through the legislative process.
- **Communication and Advocacy**
  - Communicating the City's position, in accordance with this Platform, through correspondence, testimony, and meetings.
  - Working cooperatively with other cities (including the Tri-Valley Cities), associations, and Cal Cities on advocating the City's legislative position.
  - Meeting with legislators and their representatives, as well as other federal, state, and county government officials on a regular basis, to discuss local government issues, proposed legislation, requests for funding assistance, and City programs and services.

The City Manager's Office will exercise day-to-day oversight of legislative matters. In addition to coordinating formal action through the City Council, the City Manager and their designee will manage the City's Legislative Platform.

Staff will follow the process below when responding to all proposed and relevant legislation, policies, programs, ballot measures, mandates, and budgets.

1. Review and determine whether a proposal will impact the City.
2. Prepare a letter outlining the City's position for the Mayor's or City Manager's signature.
3. Distribute the letter to the legislation's author(s), key legislative committees, the City Council, and other relevant parties.

In scenarios where a proposal or regulation arises that may impact the City and is not covered by this Legislative Platform, Staff will prepare a draft position letter for the City Council to review prior to distribution.

General Legislative Principles

The guiding principles for the City's legislative advocacy efforts include:

Advancing Existing City Mission, Vision, Values, and Policies
Preserving and/or Increasing Local Government Discretion
Promoting or Enhancing Revenue Sources

Public Policy Priorities

This Legislative Platform identifies specific Public Policy Priorities by topic area. Informed by the General Legislative Principles, these priorities will guide the positions the City will take on all relevant legislation, policies, programs, grant funding opportunities, ballot measures, mandates, and budgets.

The Public Policy Priorities are categorized as follows:

1. General Administration
2. Fiscal Sustainability
3. Community and Economic Development
4. Transportation and Public Works
5. Public Safety and Public Health
6. Parks and Community Services
7. Climate and Environment
8. Technology and Cybersecurity

1. General Administration

Staff recommends that the City Council **support** legislation that:

1. Enhances or streamlines local control and allows cities to address the needs of local constituents within a framework of regional cooperation.

2. Streamlines the process to apply for, to receive approval of, and to receive state or federal funding.
3. Assures every person the right to equal treatment in and access to all government-sponsored benefits or funded programs.
4. Provides the ability to conduct public meetings using a hybrid approach that allow for equitable access and participation of elected officials and the public while considering privacy, health, and safety of all stakeholders.
5. Provides alternative methods of meeting public noticing requirements through cost-effective, innovative, and technological methods of communication, and changes the definition of "newspaper of general circulation" due to realities of consolidated newspaper publications and the increase in on-line publications.
6. Increases the voting requirement for future measures to be approved by the same proportion of votes cast as the measure requires, and preserves agency rights to place advisory questions on the ballot.

Staff recommends that the City Council **oppose** legislation that:

7. Attempts to restrict local authority or decision-making whether by state or federal legislation or ballot propositions.
8. Diminishes or eliminates local governments' ability to contract out for the provision of services.

2. Fiscal Sustainability

Staff recommends that the City Council **support** legislation that:

1. Maintains or enhances ongoing revenues to the City.
2. Updates the tax structure to enhance local government revenues that have declined due to the expansion of e-commerce, increased consumption of services rather than durable goods, and innovations in technology.
3. Ensures timely distribution of mandated reimbursements owed to the City.
4. Removes unnecessary state-imposed mandates.
5. Provides for the use of incentives for local government action rather than mandates (funded or unfunded).
6. Establishes new and innovative revenue options and resources to finance public infrastructure construction and maintenance.
7. Streamlines the establishment and utilization of infrastructure financing districts or other funding mechanisms for infrastructure improvements.
8. Changes the Communications Act of 1934 that removes the distinction between "capital" and "operating" funds to provide more local control for community television stations in the use of their public, educational, and government (PEG) channel fees.
9. Supports measures to increase transparency of all public employee salaries and benefits.
10. Supports measures to provide sustainable public pensions and other post-retirement benefits.
11. Lowers the necessary voter threshold from a two-thirds supermajority to 55-percent to approved local general obligation bonds and special taxes for affordable housing and public infrastructure projects.

Staff recommends that the City Council **oppose** legislation that:

12. Undermines and preempts local authority over local taxes and fees.
13. Shifts funds from local governments to the state or federal government.
14. Imposes unfunded or inadequately funded federal and state mandates on local governments.
15. Eliminates development fees or limits the ability of cities to levy such fees to provide for infrastructure or services.
16. Requires or expands state involvement in City financial audits, fiscal monitoring, general oversight, or assistance by the State Treasurer, State Controller, or other state agencies.
17. Defers reimbursements for state mandated programs.

3. Public Works and Transportation

Staff recommends that the City Council **support** legislation that:

1. Ensures the City receive its fair share of transportation funding and that keeps the funding decisions at the local level.
2. Provides for more stable and equitable long-term funding sources for transportation, such as the Cap and Trade program and various programs funded through the revenue generated via Cap and Trade.
3. Leverages local funds to the maximum extent possible to implement transportation improvements through grants and partnerships with regional, state, and federal agencies.
4. Reduces Vehicle Miles Traveled (VMT) and encourages developing and implementing Transportation Demand Management (TDM) plans and strategies.
5. Expands opportunities and funding for connected and shared autonomous vehicles, high occupancy vehicles, managed lane policies, improved enforcement, new technology deployment, and reducing traffic congestion and delay.
6. Improves multimodal freight movement between the San Francisco Bay Area and the Central Valley and projects that reduce freight traffic on I-580.
7. Encourages active transportation, enhances the safety of all modes of transportation, particularly bicycles and pedestrians, and reduces vehicle speeds and traffic congestion.
8. Increases and funds local control and local regulation of shared mobility, transportation network companies (TNCs), and other emerging industries that use city infrastructure to offer private services.
9. Enables the sale of traffic data to recover the cost of data collection.
10. Enables innovative rail connectivity projects which aim to address the jobs/housing/transit imbalance (i.e., Valley Link).

Staff recommends that the City Council **oppose legislation that**:

11. Infringes upon the ability of local governments to effectively administer and modify state and local construction provisions and standards.
12. Takes away local control of managing and operating local streets.
13. Reduces the City's condemnation authority regarding acquisition of properties required for public projects.
14. Reduces local government's ability to enact transportation impact fees that fund transportation improvements.

15. Diverts traffic from freeways or highways to local streets.

4. Community and Economic Development

Staff recommends that the City Council **support** legislation that:

1. Maintains the City's authority over land use decisions.
2. Strengthens local regulatory authority and control over the siting of medical or recreational marijuana dispensaries.
3. Creates a more equitable Regional Housing Needs Allocation (RHNA) process.
4. Creates more flexibility for local jurisdictions to work together to provide housing that counts toward RHNA requirements.
5. Eliminates redundant, costly, and cumbersome mandates and restrictions required by CEQA (California Environmental Quality Act).
6. Provides incentives or new funding mechanisms for affordable housing and transit-oriented development.
7. Increases financial assistance to provide affordable, transitional, special needs and emergency housing to the homeless, seniors, veterans, and people with special needs.
8. Expands STEM (Science, Technology, Engineering and Mathematics) programs in K-12, higher education, and libraries.
9. Enhances the City's efforts to retain existing businesses and attract new businesses.
10. Provides tangible and productive tools and incentives to support job creation, business attraction, and business retention.
11. Advances or encourages innovation, entrepreneurship, start-ups, small business opportunities, and/or workforce development.

Staff recommends that the City Council **oppose** legislation that:

12. Interferes with or reduces local land use control and decision making.
13. Diminishes or eliminates the authority of cities to zone and plan for the development of telecommunications infrastructure, including the siting of cellular communications towers or transmission sites.
14. Diminishes or eliminates cities' authority to regulate condominium conversions.
15. Interferes with the ability to provide productive incentives to support job creation, business attraction, and business retention.

5. Public Safety and Public Health

Staff recommends that the City Council **support** legislation that:

1. Increases funding for local law enforcement, fire suppression and prevention, hazardous materials mitigation, and emergency medical services.
2. Funds local agencies for training, disaster preparedness, crime prevention, public outreach, and emergency planning.
3. Ensures cities have control of regulating local medical marijuana facilities instead of the state, protects public safety with standardized security requirements, protects public health with uniform health and safety standards, and ensures patient safety with a quality assurance protocol.

4. Improves data and information dissemination, preparedness funding, and first-responder training for oil-by-rail shipments.
5. Maintains or increases grant funding for the Community Oriented Police Services (COPS) program.
6. Provides a greater share of asset forfeiture funds for cities and increases latitude for spending local funds.
7. Supports funding to prepare, mitigate, adapt, and respond to extreme weather or emergency events.
8. Supports alternative crisis response programs for mental health, substance abuse, or homelessness related calls for emergency service.
9. Expands access and resources to public health care services, including mental health, behavioral health, and substance abuse services.
10. Supports sensible public safety reforms, especially regarding retail theft, burglary, and assault.

6. Parks and Community Services

Staff recommends that the City Council **support** legislation that:

1. Creates new funding opportunities for parks and community facilities.
2. Provides funding for ADA (Americans with Disabilities Act) facility and park upgrades.
3. Increases available financial assistance to local non-profit and community-based organizations who provide social services and mental health services to residents in need.
4. Efforts to provide funding for the rehabilitation, development, and capital improvements for park improvements to enhance the active and passive recreational infrastructure.
5. Supports funding or regulations for cooling strategies in local and regional parks.
6. Supports funding or promoting parks and park-related amenities to increase community resilience, including mitigating climate change effects and increasing access.
7. Support or pursue legislation to expand funding sources available to make technological updates to existing and new parks and recreation spaces.

Staff recommends that the City Council **oppose** legislation that:

8. Reduces or eliminates the City's ability to levy park impact fees.
9. Imposes regulations that create cost prohibitive administrative burdens which may result in the reduction of parks programming.

7. Climate and Environment

Staff recommends that the City Council **support** legislation that:

1. Assists local governments in meeting or exceeding local or state goals to reduce global warming pollution levels, to develop alternate energy resources and fuel efficiency programs, and to reduce fossil fuel dependence.
2. Streamlines development of and provides funding for electric vehicle (EV) charging and hydrogen fueling infrastructure locally and regionally.

3. Supports current waste diversion goals, local compliance efforts, and associated measurement and reporting requirements.
4. Assists the City in meeting or exceeding established goals of reducing water consumption and increasing water supply without preempting local planning decisions.
5. Supports circular economy solutions, extended producer responsibility, and requires manufacturers be responsible for the end of useful life cost of collecting, processing, recycling, and disposing of products they manufacture.
6. Protects the interest of California's Community Choice clean electricity providers and their customers.
7. Incentivizes regional and local government efforts to develop and implement programs to reduce air pollution.
8. Funds compliance and full life cycle costs of current and new mandatory storm water quality permit requirements.
9. Addresses litter control and abatement problems in California.
10. Reduces the financial impact of state and federal funded and unfunded mandates related to compliance with environmental programs and regulations.

Staff recommends that the City Council **oppose** legislation that:

11. Preempts local planning decisions regarding solid waste facility sites.
12. Preempts local solid waste and AB 939 fee setting authority or imposes taxes or fees on local solid waste programs to fund state programs not directly related to solid waste management.

8. Technology and Cybersecurity

Staff recommends that the City Council **support** legislation that:

1. Promotes the use of data and technologies to create efficiencies, promote economic development, enhance public safety, improve transportation and mobility, improve sustainability, increase transparency to public information, enhance municipal quality of life factors and help solve other civic challenges.
2. Maintains local control over municipal assets in the deployment of next generation technological infrastructure.
3. Increases the City's capacity to protect against cyber security attacks.
4. Provides funding for programs that seek to expand digital access for residents and businesses.

Staff recommends that the City Council **oppose** legislation that:

5. Limits or removes local review and permitting of emerging telecommunications technologies, such as Small Cell technology.

Regional Collaboration

The City of Dublin is a member of the Tri-Valley Cities (TVC), a coalition of the five Tri-Valley municipalities who work together to advocate for issues and funding at the regional, state, and federal levels. The TVC is governed by the five Mayors of each municipality who develop and adopt

a TVC Legislative Framework which guides the advocacy efforts of the TVC. A copy of the 2024 TVC Legislative Framework is attached as Addendum A to this Legislative Platform.

Addendum A: 2024 Tri-Valley Cities Legislative Framework





TRI-VALLEY CITIES
Legislative Framework







DANVILLE · DUBLIN CALIFORNIA · LIVERMORE · THE CITY OF PLEASANTON · SAN RAMON

2024

TRI-VALLEY CITIES VALUES STATEMENT

The Tri-Valley Cities of Dublin, Livermore, Pleasanton, San Ramon, and the Town of Danville value regional leadership, innovation, collaboration, and problem solving to maintain and improve the quality of life for Tri-Valley residents, provide a vibrant climate for businesses, and enable continued opportunities for public and private investment within the region.

Each City and Town provides a unique perspective on how to meet the needs of their residents and businesses. The Cities and Town agree to respect the individuality of each community and are committed to open and honest communication with a goal of building consensus and a united approach to advocacy for solutions that will serve the residents and businesses of the Tri-Valley.

TRI-VALLEY CITIES LEGISLATIVE FRAMEWORK

The Tri-Valley Cities Legislative Framework seeks to inform all levels of governmental interaction (e.g., federal, state, regional, local) regarding legislation, policies, and programs that have a direct impact on the region. The TVC has defined Legislative Focus Areas which have an overarching objective to retain and promote local control and decision-making as it relates to the implementation of laws and regulations and to have the ability to integrate them in a manner that meets the unique needs of each community. The TVC will advocate together to achieve outcomes benefiting the region in each of these Focus Areas.

Transportation and Infrastructure

Residents of the Tri-Valley region are subject to some of the heaviest commutes in the Bay Area and are impacted by the heavy flow of traffic along the region's freeways, which often spills over onto the local surface streets as commuters pursue alternatives to their commute through the Tri-Valley. A key objective of the region is to reduce congestion on the region's freeways, and to increase mobility of goods and people through the Tri-Valley with continued financial investment in transportation infrastructure: developing alternative modes of transportation, modernization of transportation corridors, and creation, modernization, and expansion of rail systems. The TVC also seeks to partner on other significant non-transportation infrastructure projects, especially those with regional and multi-regional benefits.

Climate, Environment, and Health

The TVC seeks to work collaboratively with federal, state, and regional partners to address the new landscape of year-round wildfires, air quality, public safety power shutoffs, water quality (including PFAS/PFOS contaminants) and supply issues, as well as waste and recycling mandates. The TVC will advocate for increasing financial and technical support in these areas, as well as for investment in key infrastructure at all levels of government.

Public Safety

The TVC prides itself on providing the highest quality of life for its residents, businesses, workers, and visitors alike – a critical part of which is ensuring the basic right to safety, without fear of harm to oneself or one's property. As such, the coalition will advocate for reasonable public safety reforms, especially with regard to retail theft, burglary, and assault, all while maintaining a lens of equity.

Economic Development

The Tri-Valley region is an innovation hub that spurs job growth, sustains a healthy economy, and provides a high quality of life for residents and business. Key objectives are developing a healthy workforce; and supporting innovation, capacity building, economic stimulus, and growth in the region.

Affordable Housing and Homelessness

The TVC supports balanced solutions which consider housing, jobs, and transportation together and seeks to support, promote, protect, and increase affordability in the region's housing stock. Key objectives are to work with federal, state, and regional partners to provide funding for affordable housing through a variety of programs and options and to work to address barriers to building housing at Very Low, Low, and Moderate income levels. TVC also remains committed to mitigating and eliminating homelessness, including working with partners at all levels of government to address the root causes of housing insecurity and homelessness.

Mental Health

The TVC recognizes that social services are vital to supporting residents and providing crucial safety net services in our region. While the TVC cities do not provide direct delivery of social services, the Cities seek to work together to support local non-profits and organizations that do provide these services, and advocate together for these vital resources and services from all levels of government. Mental health support is a growing need in our region, and the TVC seeks to advocate for the resources to meet the needs of all our residents.

Fiscal Sustainability

Fiscal Sustainability is an important role for all levels of government. The TVC seeks to advocate against the imposition of unfunded mandates and the removal of funding streams from local governments.

DUBLIN
CALIFORNIA

2024 LEGISLATIVE PLATFORM

FEDERAL AND STATE POLICY PRIORITIES

FEBRUARY 2024

DRAFT

Introduction

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Any questions regarding this Legislative Platform can be directed to Jordan Foss~~John Stefanski~~, ~~Assistant to the City Manager~~Management Analyst II at ~~John.Stefanski@dublin.ca.gov~~jordan.foss@dublin.ca.gov.

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6. Parks and Community Services
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8. Technology and Cybersecurity

1. General Administration

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DRAFT

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15. Eliminates development fees or limits the ability of cities to levy such fees to provide for infrastructure or services.
16. Requires or expands state involvement in City financial audits, fiscal monitoring, general oversight, or assistance by the State Treasurer, State Controller, or other state agencies.
17. Defers reimbursements for state mandated programs.

3. Public Works and Transportation

Staff recommends that the City Council **support** legislation that:

1. Ensures the City receive its fair share of transportation funding and that keeps the funding decisions at the local level.
2. Provides for more stable and equitable long-term funding sources for transportation, such as the Cap and Trade program and various programs funded through the revenue generated via Cap and Trade.
3. Leverages local funds to the maximum extent possible to implement transportation improvements through grants and partnerships with regional, state, and federal agencies.
4. Reduces Vehicle Miles Traveled (VMT) and encourages developing and implementing Transportation Demand Management (TDM) plans and strategies.
5. Expands opportunities and funding for connected and shared autonomous vehicles, high occupancy vehicles, managed lane policies, improved enforcement, new technology deployment, and reducing traffic congestion and delay.
6. Improves multimodal freight movement between the San Francisco Bay Area and the Central Valley and projects that reduce freight traffic on I-580.
7. Encourages active transportation, enhances the safety of all modes of transportation, particularly bicycles and pedestrians, and reduces vehicle speeds and traffic congestion.
8. Increases and funds local control and local regulation of shared mobility, transportation network companies (TNCs), and other emerging industries that use city infrastructure to offer private services.
9. Enables the sale of traffic data to recover the cost of data collection.
10. Enables innovative rail connectivity projects which aim to address the jobs/housing/transit imbalance (i.e., Valley Link).

Staff recommends that the City Council **oppose legislation that**:

11. Infringes upon the ability of local governments to effectively administer and modify state and local construction provisions and standards.
12. Takes away local control of managing and operating local streets.
13. Reduces the City's condemnation authority regarding acquisition of properties required for public projects.
14. Reduces local government's ability to enact transportation impact fees that fund transportation improvements.

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~~13.~~15. Diverts traffic from freeways or highways to local streets.

4. Community and Economic Development

Staff recommends that the City Council **support** legislation that:

1. Maintains the City's authority over land use decisions.
2. Strengthens local regulatory authority and control over the siting of medical or recreational marijuana dispensaries.
3. Creates a more equitable Regional Housing Needs Allocation (RHNA) process.
4. Creates more flexibility for local jurisdictions to work together to provide housing that counts toward RHNA requirements.
5. Eliminates redundant, costly, and cumbersome mandates and restrictions required by CEQA (California Environmental Quality Act).
6. Provides incentives or new funding mechanisms for affordable housing and transit-oriented development.
7. Increases financial assistance to provide affordable, transitional, special needs and emergency housing to the homeless, seniors, veterans, and people with special needs.
8. Expands STEM (Science, Technology, Engineering and Mathematics) programs in K-12, higher education, and libraries.
9. Enhances the City's efforts to retain existing businesses and attract new businesses.
10. Provides tangible and productive tools and incentives to support job creation, business attraction, and business retention.
11. Advances or encourages innovation, entrepreneurship, start-ups, small business opportunities, and/or workforce development.

Staff recommends that the City Council **oppose** legislation that:

12. Interferes with or reduces local land use control and decision making.
13. Diminishes or eliminates the authority of cities to zone and plan for the development of telecommunications infrastructure, including the siting of cellular communications towers or transmission sites.
14. Diminishes or eliminates cities' authority to regulate condominium conversions.
15. Interferes with the ability to provide productive incentives to support job creation, business attraction, and business retention.

5. Public Safety and Public Health

Staff recommends that the City Council **support** legislation that:

1. Increases funding for local law enforcement, fire suppression and prevention, hazardous materials mitigation, and emergency medical services.
2. Funds local agencies for training, disaster preparedness, crime prevention, public outreach, and emergency planning.
3. Ensures cities have control of regulating local medical marijuana facilities instead of the state, protects public safety with standardized security requirements, protects public health with uniform health and safety standards, and ensures patient safety with a quality assurance protocol.

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4. Improves data and information dissemination, preparedness funding, and first-responder training for oil-by-rail shipments.
5. Maintains or increases grant funding for the Community Oriented Police Services (COPS) program.
6. Provides a greater share of asset forfeiture funds for cities and increases latitude for spending local funds.
7. Supports funding to prepare, mitigate, adapt, and respond to extreme weather or emergency events.
8. Supports alternative crisis response programs for mental health, substance abuse, or homelessness related calls for emergency service.
9. Expands access and resources to public health care services, including mental health, behavioral health, and substance abuse services.
~~9.~~10. Supports sensible public safety reforms, especially regarding retail theft, burglary, and assault.

6. Parks and Community Services

Staff recommends that the City Council **support** legislation that:

1. Creates new funding opportunities for parks and community facilities.
2. Provides funding for ADA (Americans with Disabilities Act) facility and park upgrades.
3. Increases available financial assistance to local non-profit and community-based organizations who provide social services and mental health services to residents in need.
4. Efforts to provide funding for the rehabilitation, development, and capital improvements for park improvements ~~in order~~ to enhance the active and passive recreational infrastructure.
5. Supports funding or regulations for cooling strategies in local and regional parks.
6. Supports funding or promotinge parks and park-related amenities to increase community resilience, including mitigating climate change effects and increasing access.
~~4.~~7. Support or pursue legislation to expand funding sources available to make technological updates to existing and new parks and recreation spaces.

Staff recommends that the City Council **oppose** legislation that:

~~5.~~8. Reduces or eliminates the City's ability to levy park impact fees.
~~6.~~9. Imposes regulations that create cost prohibitive administrative burdens which ~~likely~~may result in the reduction of parks programming.

7. Climate and Environment

Staff recommends that the City Council **support** legislation that:

1. Assists local governments in meeting or exceeding local or state goals to reduce global warming pollution levels, to develop alternate energy resources and fuel efficiency programs, and to reduce fossil fuel dependence.

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2. Streamlines development of and provides funding for electric vehicle (EV) charging and hydrogen fueling infrastructure locally and regionally.
3. Supports current waste diversion goals, local compliance efforts, and associated measurement and reporting requirements.
4. Assists the City in meeting or exceeding established goals of reducing water consumption and increasing water supply without preempting local planning decisions.
5. Supports circular economy solutions, extended producer responsibility, and ~~Requires~~ requires manufacturers be responsible for the end of useful life cost of collecting, processing, recycling, and disposing of products they manufacture.
6. Protects the interest of California's Community Choice clean electricity providers and their customers.
7. Incentivizes regional and local government efforts to develop and implement programs to reduce air pollution.
8. Funds compliance and full life cycle costs of current and new mandatory storm water quality permit requirements.
9. Addresses litter control and abatement problems in California.
10. Reduces the financial impact of state and federal funded and unfunded mandates related to compliance with environmental programs and regulations.

Staff recommends that the City Council **oppose** legislation that:

11. Preempts local planning decisions regarding solid waste facility sites.
12. Preempts local solid waste and AB 939 fee setting authority or imposes taxes or fees on local solid waste programs to fund state programs not directly related to solid waste management.

8. Technology and Cybersecurity

Staff recommends that the City Council **support** legislation that:

1. Promotes the use of data and technologies to create efficiencies, promote economic development, enhance public safety, improve transportation and mobility, improve sustainability, increase transparency to public information, enhance municipal quality of life factors and help solve other civic challenges.
2. Maintains local control over municipal assets in the deployment of next generation technological infrastructure.
3. Increases the City's capacity to protect against cyber security attacks.
4. Provides funding for programs that seek to expand digital access for residents and businesses.

Staff recommends that the City Council **oppose** legislation that:

5. Limits or removes local review and permitting of emerging telecommunications technologies, such as Small Cell technology.

Regional Collaboration

The City of Dublin is a member of the Tri-Valley Cities (TVC), a coalition of the five Tri-Valley municipalities who work together to advocate for issues and funding at the regional, state, and

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federal levels. The TVC is governed by the five Mayors of each municipality who develop and adopt a TVC Legislative Framework which guides the advocacy efforts of the TVC. A copy of the 2024 TVC Legislative Framework is attached as Addendum A to this Legislative Platform.

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Addendum A: 2024 Tri-Valley Cities Legislative Framework

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Agenda Item 8.1

STAFF REPORT
CITY COUNCIL

DATE: **February 6, 2024**

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: 2024 Draft City of Dublin Legislative Platform
Prepared by: Jordan Foss, Management Analyst II

EXECUTIVE SUMMARY:

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

STAFF RECOMMENDATION:

Receive the report and provide direction.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Each year the City Council approves a Legislative Platform that includes the goals, strategies, and priorities for organizing the City's legislative advocacy efforts. The draft 2024 Platform (Attachment 1) was prepared to initiate the discussion with the City Council on the fundamental legislative issues important to the City over the next year. This attachment includes tracked changes to identify proposed revisions to the Platform.

The draft 2024 Platform is substantially similar to the 2023 Platform, however it includes modifications to account for changes in state law, anticipated issues for the current legislative session, and non-substantive grammatical and wording changes.

The guiding principles for the City's legislative advocacy efforts continue to include the following:

- Preserving and/or increasing local government discretion.
- Promoting or enhancing revenue sources.
- Advancing the City of Dublin's Mission and Vision Statements.

The draft 2024 Platform identifies specific Public Policy Priorities for the following categories:

1. General Administration
2. Fiscal Sustainability
3. Community and Economic Development
4. Transportation and Public Works
5. Public Safety
6. Parks and Community Services
7. Climate and Environment
8. Technology and Cyber Security

These priorities will further guide the positions and advocacy efforts the City will take on all relevant legislation, policies, programs, ballot measures, mandates, and budgets.

New or modified Public Policy Priorities in the draft 2024 Platform include:

- Supporting legislation that increases the voting requirement for future measures to be approved by the same proportion of votes cast as the measure requires and preserves agency rights to place advisory questions on the ballot (new).
    - Assembly Constitutional Amendment (ACA) 13 (Ward) proposes this to voters to consider this change.
- Supporting legislation that provides for more stable and equitable long-term funding sources for transportation (existing).
    - Priority 3.2 includes the added language of "such as the Cap and Trade program and various programs funded through the revenue generated via Cap and Trade" to address the specific impacts of the Cap and Trade program on future transportation funding opportunities.
- Opposing legislation that reduces local government's ability to enact transportation impact fees that fund transportation improvements (new).
- Opposing legislation that would divert traffic from freeways or highways to local streets (new).
- Supporting legislation that supports sensible public safety reforms, especially regarding retail theft, burglary, and assault (new).
- Supporting legislation that supports funding or promoting parks and park-related amenities to increase community resilience, including mitigating climate change effects and increasing access (new).
- Supporting legislation that supports or pursues expanding funding sources available to make technological updates to existing and new parks and recreation spaces (new).
- Supporting legislation that requires that manufacturers be responsible for the end of useful life cost of collecting, processing, recycling, and disposing of products they manufacture (existing).
    - Priority 7.5 includes the added language of "supports circular economy solutions, extended producer responsibility, and" to place importance on processes such as reuse, recycling, and composting.

It should be noted that the list of Public Policy Priorities is not exhaustive. In those instances where potential legislation, policies, programs, ballot measures, mandates, and budgets do not fit within the specific Public Policy Priorities, the General Legislative Principles will guide City action.

The draft 2024 Platform was reviewed by Townsend Public Affairs to ensure it contains appropriate language for proposed and future legislation. The Platform also includes language around regional collaboration, specifically the Tri-Valley cities, whose 2024 Legislative Framework is attached as an addendum to the Legislative Platform for reference.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Draft 2024 Legislative Platform (Redlined)

2024 Legislative Platform Approval

March 5, 2024



DUBLIN
CALIFORNIA

Background

- Each year the City Council adopts a Legislative Platform to guide legislative advocacy efforts for the upcoming year
- February 6, 2024 City Council Meeting
  - Received Draft 2024 Legislative Platform
  - Requested Public Policy Priority for Public Health be added

Policy Priority Modification/Addition

- The Platform modified Public Policy Priority 5
  - Renamed from "Public Safety" to "Public Safety and Public Health"
- New addition to the Platform include **supporting** legislation that:
  - Expands access and resources to public health care services, including mental health, behavioral health, and substance abuse services (Priority 5.9)

Staff Recommendation

- Adopt the Resolution Approving the 2024 City of Dublin Legislative Platform
- Questions?

Agenda Item 8.1

STAFF REPORT
CITY COUNCIL

DATE: March 5, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Designation of Agency Labor Negotiators for Unrepresented Employees: City Manager and City Attorney
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City Council will consider the appointment of two Councilmembers as representatives for the City Manager's annual review and performance evaluation, including discussion of compensation matters, and two Councilmembers as representatives for the City Attorney's annual review and performance evaluation, including discussion of compensation matters.

STAFF RECOMMENDATION:

Appoint two Councilmembers as representatives for the City Manager's annual review and performance evaluation, including discussion of compensation, and appoint two Councilmembers as representatives for the City Attorney's annual review and performance evaluation, including discussion of compensation.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The Brown Act allows the City Council to meet in closed session to discuss the performance of employees that report to the City Council. Additionally, it allows the City Council to meet in closed session with its designated representatives — usually referred to as "labor negotiators" — to discuss the compensation of such employees. Any final action on the proposed compensation must be taken in open session.

The City Council will consider and discuss the appointment of two Councilmembers to serve as the City's representatives for the City Manager's annual review and performance evaluation including discussion of compensation, and two Councilmembers as the City's representatives in the

performance evaluation process and in labor negotiations with the City Attorney.

It has been the City's custom for many years to appoint the labor negotiators prior to reviewing the City Manager's and City Attorney's performance. Doing so allows the negotiators to have compensation discussions with the City Manager and City Attorney during or after the review process. At the end of the process, the representatives will report their recommendations to the City Council in open session. The last time such committees were convened was 2023; the two designated labor negotiators for the City Manager were Mayor Hernandez and Vice Mayor Hu, and the two designated labor negotiators for the City Attorney were Councilmembers McCorriston and Qaadri.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.