

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



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

Regular Meeting of the **DUBLIN CITY COUNCIL**

Tuesday, April 2, 2024

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

REGULAR MEETING 7:00 PM

Additional Meeting Procedures

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

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

- ☐ Fill out an online speaker slip available at www.dublin.ca.gov. The speaker slip will be made available at 10:00 a.m. on Tuesday, April 2, 2024. Upon submission, you will receive Zoom link information from the City Clerk. Speakers slips will be accepted until the staff presentation ends, or until the public comment period on non-agenda items is closed.
- ☐ Once connected to the Zoom platform using the Zoom link information from the City Clerk, the public speaker will be added to the Zoom webinar as an attendee and muted. The speaker will be able to observe the meeting from the Zoom platform.
- ☐ When the agenda item upon which the individual would like to comment is addressed, the City Clerk will announce the speaker in the meeting when it is their time to give public comment. The speaker will then be unmuted to give public comment via Zoom.
- ☐ Technical difficulties may occur that make the option unavailable, and, in such event, the meeting will continue despite the inability to provide the option.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND PROCLAMATIONS

3.1 East Bay SPCA 150th Anniversary and National Pet Care for All Day Proclamation

The City Council will present a proclamation for the East Bay SPCA's 150th Anniversary and National Pet Care for All Day.

STAFF RECOMMENDATION:

Present the Proclamation.

[Staff Report](#)

[Attachment 1 - East Bay SPCA 150th Anniversary and National Pet Care for All Day Proclamation](#)

3.2 Presentation from the Office of Assemblymember Rebecca Bauer-Kahan

The City Council will receive a legislative update presentation from the Office of Rebecca Bauer-Kahan, Assemblymember for the 16th District.

STAFF RECOMMENDATION:

Receive the presentation.

[Staff Report](#)

4. PUBLIC COMMENT

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

5. CONSENT CALENDAR

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

5.1 Approval of the March 15 and 19, 2024 Special City Council Meetings and March 19, 2024 Regular City Council Meeting Minutes

The City Council will consider approval of the minutes of the March 15 and 19, 2024 Special City Council Meetings and March 19, 2024 Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the March 15 and 19, 2024 Special City Council Meetings and March 19, 2024 Regular City Council Meeting.

[Staff Report](#)

[Attachment 1 - March 15, 2024 Special City Council Meeting Minutes](#)

[Attachment 2 - March 19, 2024 Special City Council Meeting Minutes](#)

[Attachment 3 - March 19, 2024 Regular City Council Meeting Minutes](#)

5.2 Annual Fire Inspection Compliance - SB1205 Report for Fiscal Year 2022-2023

The City Council will receive a report outlining Alameda County Fire Department's compliance with the annual inspection requirements set forth in California Health and Safety Code Sections 13146.2 and 13146.3. This report serves to meet the reporting requirements set forth in Senate Bill 1205.

STAFF RECOMMENDATION:

Receive the report.

[Staff Report](#)

[Attachment 1 - SB1205 Compliance Report for Fiscal Year 2022-23](#)

5.3 Commercial Façade Improvement Grant Program Agreement for International Brotherhood of Electrical Workers Local Union 595

The City Council will consider approving a Commercial Façade Improvement Grant Program Agreement for International Brotherhood of Electrical Workers Local Union 595. The business has requested participation in the program to assist with improvements to the building's exterior façade.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving a Commercial Façade Improvement Grant Program Agreement Between the City of Dublin and International Brotherhood of Electrical Workers Local Union 595.

[Staff Report](#)

[Attachment 1 - Resolution Approving a Commercial Façade Improvement Grant Program Agreement Between the City of Dublin and International Brotherhood of Electrical Workers Local Union 595](#)

[Attachment 2 - Exhibit A to the Resolution - Commercial Façade Improvement Grant Program Agreement Between the City of Dublin and International Brotherhood of Electrical Workers Local Union 595](#)

5.4 Second Amendment to the Consulting Services Agreement with Keyser Marston Associates, Inc.

The City Council will consider approving a second amendment to the agreement with Keyser Marston Associates, Inc. for on-call real estate and development consulting services.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Second Amendment to the Consulting Services Agreement Between the City of Dublin and Keyser Marston Associates, Inc.

[Staff Report](#)

[Attachment 1 - Resolution Approving the Second Amendment to the Consulting Services Agreement Between the City of Dublin and Keyser Marston Associates, Inc.](#)

[Attachment 2 - Exhibit A to the Resolution - Second Amendment to the Consulting Services Agreement Between the City of Dublin and Keyser Marston Associates, Inc.](#)

[Attachment 3 - Consulting Services Agreement Between the City of Dublin and Keyser Marston Associates, Inc.](#)

[Attachment 4 - First Amendment to Consulting Services Agreement Between the City of Dublin and Keyser Marston Associates, Inc.](#)

5.5 Amendment to Agreement with Anchor for On-Call Construction Management and Inspection Services

The City Council will consider approving an amendment to the agreement with Anchor for On-Call Construction Management and Inspection Services.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving an Amendment to the Agreement with Anchor for On-Call Construction Management and Inspection Services.

[Staff Report](#)

[Attachment 1 - Resolution Approving an Amendment to the Agreement with Anchor for On-Call Construction Management and Inspection Services](#)

[Attachment 2 - Exhibit A to the Resolution - Amendment to the Consulting Services Agreement Between the City of Dublin and Anchor](#)

[Attachment 3 - Consulting Services Agreement Between the City of Dublin and Anchor for On-Call Construction Management and Inspection Services](#)

6. PUBLIC HEARING

6.1 Weed and Combustible Refuse Abatement Order

The City Council will conduct the public hearing in accordance with Resolution 06-24 (adopted February 6, 2024) declaring that there is a public nuisance created by weeds and combustible debris growing and accumulating upon the streets, sidewalks, and property in the City of Dublin. Notice of this declaration was posted and letters sent to those property owners with violations.

STAFF RECOMMENDATION:

Conduct the public hearing, deliberate, and by motion, direct Staff to continue the weed abatement process.

[Staff Report](#)

[Attachment 1 - Resolution No. 06-24 Declaring Weeds and Combustible Refuse a Public Nuisance and Ordering the Abatement Thereof](#)

[Attachment 2 - Notice to Destroy or Remove Weeds and Refuse](#)

[Attachment 3 - 1st Notice Letter](#)

7. UNFINISHED BUSINESS

7.1 Approval of the City's Two-Year Strategic Plan for Fiscal Years 2024-25 and 2025-26

The City Council will consider approval of the City's Two-Year Strategic Plan for Fiscal Years 2024-25 and 2025-26. The Strategic Plan includes the City's Mission, Vision, and Values as well as strategies and objectives which will guide the City's work for the next two years. The City Council discussed proposed strategies and objectives at the March 1, 2024 Strategic Planning session.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Two-Year Strategic Plan for Fiscal Years 2024-25 and 2025-26.

[Staff Report - Two-Year Strategic Plan for Fiscal Years 2024-25 and 2025-26](#)

Attachment 1 - Resolution Approving the Two-Year Strategic Plan for Fiscal Years 2024-25 and 2025-26

Attachment 2 - Exhibit A to the Resolution - Two-Year Strategic Plan

Attachment 3 - 2024-26 Strategic Planning: Summary Report

Item 7.1 - PowerPoint Presentation

8. NEW BUSINESS – None.

9. CITY MANAGER AND CITY COUNCIL REPORTS

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

10. ADJOURNMENT

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

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

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

Mission

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



STAFF REPORT CITY COUNCIL

Agenda Item 3.1

DATE: April 2, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: East Bay SPCA 150th Anniversary and National Pet Care for All Day
Proclamation
Prepared by: Marissa Clevenger, Administrative Technician

EXECUTIVE SUMMARY:

The City Council will present a proclamation for the East Bay SPCA's 150th Anniversary and National Pet Care for All Day.

STAFF RECOMMENDATION:

Present the Proclamation.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The East Bay Society for the Prevention of Cruelty to Animals (SPCA) established April 24 as "National Pet Care for All Day" in conjunction with celebrating the 150th anniversary of the founding of the organization. The City Council's recognition of this milestone raises awareness of the East Bay SPCA's mission, and acknowledges the work of its staff, volunteers, and the community for their care to countless animals, education about responsible pet ownership, and collaboration with local organizations to create a more humane and compassionate society.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) East Bay SPCA 150th Anniversary and National Pet Care for All Day Proclamation

A PROCLAMATION OF THE CITY COUNCIL
CITY OF DUBLIN, CALIFORNIA

“East Bay SPCA 150th Anniversary and National Pet Care for All Day”

WHEREAS, East Bay Society for the Prevention of Cruelty to Animals (East Bay SPCA) was founded on April 24, 1874, with a noble mission to promote the welfare of animals and serve our community with compassion; and

WHEREAS, in 2024 the East Bay SPCA founded “National Pet Care for All Day” to coincide with its 150th anniversary;

WHEREAS, for the past 150 years the East Bay SPCA has been a cornerstone of animal welfare, dedicating itself to the protection, care, and well-being of animals in need, demonstrating an unwavering commitment to access to care through respected and accessible expertise for animals in our community; and

WHEREAS, East Bay SPCA has played a pivotal role in Dublin by providing shelter and care to countless animals, educating the community on responsible pet ownership, and collaborating with local organizations to create a more humane and compassionate society; and

WHEREAS, the tireless efforts of East Bay SPCA staff, volunteers, and supporters have contributed to the organization's enduring legacy; and

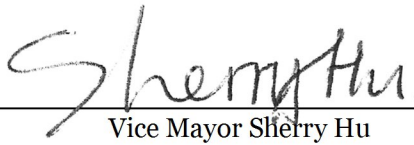
WHEREAS, the bond between people and their pets is linked to many health benefits, including decreased blood pressure, cholesterol levels, feelings of loneliness, anxiety, and symptoms of Post Traumatic Stress Disorder (PTSD), as well as increased opportunities for exercise and outdoor activities, better cognitive function in older adults, and more opportunities to socialize; and

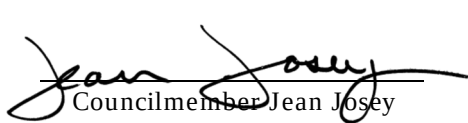
WHEREAS, East Bay SPCA has improved the quality of life for the citizens of Dublin by providing opportunities for pet ownership and companionship.

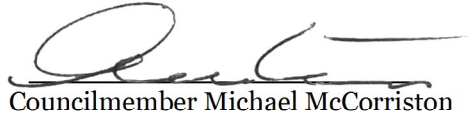
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby honor East Bay SPCA's 150 years of dedicated service to our community and to transforming the lives of cats and dogs by enriching the human-animal bond, and proclaim April 24th as “National Pet Care for All” day.

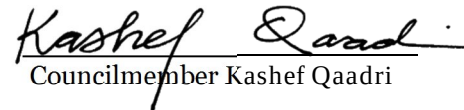
DATED: April 2, 2024


Mayor Melissa Hernandez


Vice Mayor Sherry Hu


Councilmember Jean Josey


Councilmember Michael McCorriston


Councilmember Kashef Qaadri



STAFF REPORT CITY COUNCIL

Agenda Item 3.2

DATE: April 2, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Presentation from the Office of Assemblymember Rebecca Bauer-Kahan
Prepared by: Jordan Foss, Management Analyst II

EXECUTIVE SUMMARY:

The City Council will receive a legislative update presentation from the Office of Rebecca Bauer-Kahan, Assemblymember for the 16th District.

STAFF RECOMMENDATION:

Receive the presentation.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City Council will receive a legislative update presentation from the Office of Rebecca Bauer-Kahan, Assemblymember for the 16th District.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.



STAFF REPORT CITY COUNCIL

Agenda Item 5.1

DATE: April 2, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Approval of March 15 and 19, 2024 Special City Council Meetings and March 19, 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 March 15 and 19, 2024, Special City Council Meetings and March 19, 2024, Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the March 15 and 19, 2024, Special City Council Meetings and March 19, 2024, Regular City Council Meeting.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City Council will consider approval of the minutes of the March 15 and 19, 2024, Special City Council Meetings and March 19, 2024, Regular City Council Meeting.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) March 15, 2024 Special City Council Meeting Minutes
- 2) March 19, 2024 Special City Council Meeting Minutes
- 3) March 19, 2024 Regular City Council Meeting Minutes



MINUTES OF THE CITY COUNCIL OF THE CITY OF DUBLIN

Special Meeting: March 15, 2024

SPECIAL MEETING

A Special Meeting of the Dublin City Council was held on Friday, March 15, 2024, in the Public Safety Complex, Emergency Operations Center, 6361 Clark Avenue, Dublin, CA. The meeting was called to order at 11:11 AM, 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 – arrived at 12:07 PM
Michael McCorriston, Councilmember	Present
Kashef Qaadri, Councilmember	Present

2) PUBLIC COMMENT

No public comment.

3) CEREMONY AND PRESENTATIONS WELCOMING DELEGATES FROM BRAY, IRELAND

The City held an event that welcomed a delegation of visitors from Bray, Ireland. The event included a series of presentations, including a presentation from Tracy Farhad, CEO of Visit Tri-Valley, a presentation from Lorraine Gallagher, District Manager, Bray Municipal District, and presentations from staff on current development projects and diversity, equity, and inclusion efforts of the City of Dublin.

Councilmember Josey arrived at 12:07 PM

4) ADJOURNMENT

Mayor Hernandez adjourned the meeting at 12:42 PM.

Mayor

ATTEST:

City Clerk

MINUTES OF THE CITY COUNCIL OF THE CITY OF DUBLIN

Special Meeting: March 19, 2024

SPECIAL MEETING 5:30 PM

A Special Meeting of the Dublin City Council was held on Tuesday, March 19, 2024, in the Bray Community Room (Regional Meeting Room), Civic Center, 100 Civic Plaza, Dublin, CA. The meeting was called to order at 5:32 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) PUBLIC COMMENT

None.

3) STUDY SESSION

3.1) Inclusionary Zoning and Affordable Housing In-Lieu Fee Study Session

The City Council received a presentation regarding proposed amendments to the Inclusionary Zoning Regulations and Affordable Housing In-Lieu Fee program.

Tom Evans provided public comment.

Jeanine Gillengerten provided public comment.

The City Council asked clarifying questions and provided feedback.

By consensus, the City Council directed Staff to proceed with the following:

- Remove condos from ownership and combine with apartments in the multifamily category, with the January recommendation of a 10% inclusionary requirement and a \$9 In-Lieu Fee per square foot.

- For single-family detached and townhomes, apply a 15% inclusionary requirement and a \$15 In-Lieu Fee per square foot.

4) ADJOURNMENT

Mayor Hernandez adjourned the meeting at 6:54 PM.

Mayor

ATTEST:

City Clerk



MINUTES OF THE CITY COUNCIL OF THE CITY OF DUBLIN

Regular Meeting: March 19, 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, March 19, 2024, in the City Council Chamber. The meeting was called to order at 7:00 PM, by Mayor Hernandez.

1) CALL TO ORDER

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) PLEDGE OF ALLEGIANCE

3) PRESENTATIONS AND PROCLAMATIONS

3.1) Recognition of Camp Parks' Sea Cadets Program

The City Council presented certificates of recognition to the cadets of the Rear Admiral C.W. Parks Battalion U.S. Naval Sea Cadet Corps / Training Ship Pampanito Navy League Cadet Corps.

3.2) Employee Introduction

New City of Dublin Staff member, Neda Zayer, Assistant Community Development Director, was introduced.

4) PUBLIC COMMENT

Jeanine Gillengerten provided public comment.

5) CONSENT CALENDAR

- 5.1) Approved the minutes of the March 1, 2024 Special City Council Meeting and March 5, 2024 Regular City Council Meeting.
- 5.3) The City Council received a report of payments issued from February 1, 2024 – February 29, 2024, totaling \$5,388,967.60.
- 5.5) Confirmed the Mayor’s appointment of Rose May Mutoke as an alternate on the Senior Center Advisory Committee for the remainder of a term ending December 2024 and Rachel Matheny as an alternate on the Parks and Community Services Commission for the remainder of a term ending December 2024.

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 and 5.4.

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

- 5.2) *Received the Annual Progress Report and directed Staff to forward it to the Governor’s Office of Planning and Research and California Department of Housing and Community Development.*

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

- 5.4) *Adopted Resolution No. 18-24 titled, “Amending the Classification Plan;” Resolution No. 19-24 titled, “Amending the Salary Plan for Full-Time Personnel and for Positions Exempt from Fair Labor Standards (FLSA) Overtime Provisions;” and Resolution No. 20-24 titled, “Amending the City of Dublin Position Allocation Plan for Fiscal Year 2023-24.”*

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

On a motion by Councilmember McCorriston and seconded by Councilmember Qaadri, and by unanimous vote, the City Council adopted Consent Calendar items 5.2 and 5.4.

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

6) PUBLIC HEARING

6.1) Hexcel Redevelopment (PLPA-2022-00038)

The City Council received a presentation regarding the Hexcel Redevelopment project, which includes the redevelopment of an 8.81-acre site located at 11711 Dublin Boulevard.

Mayor Hernandez opened the Public Hearing.

Tony Lavaysse provided public comment.

Weng Tam provided public comment.

M.O. Dubney provided public comment.

Steve Minniear provided public comment.

Mayor Hernandez closed the Public Hearing.

The City Council continued the Public Hearing to a date uncertain.

7) UNFINISHED BUSINESS – None.

8) NEW BUSINESS

8.1) Citywide Tree Report

The City Council received a report on the status of City trees at public facilities, parks, and streets.

By consensus, the City Council directed Staff to look into potential partners for grants to buy more trees for Dublin and to establish a new reserve for extraordinary tree maintenance.

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 asked staff to prepare a commendation for the Chinese Dance Theater's 15th Anniversary in Dublin.

Mayor Hernandez adjourned the regular meeting at 9:44 PM to Closed Session.

CLOSED SESSION 9:44 PM

I. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of Section 54956.9)

Name of case: *City of Dublin v. Dahlin Group, Inc., et al.*, Alameda County Superior Court Case No. RG21087601

II. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Initiation of Litigation Pursuant to Paragraph (4) of Subdivision (d) of Section 54956.9: 1 case

10) ADJOURNMENT

Mayor Hernandez adjourned the meeting at 10:11 PM.

Mayor

ATTEST:

City Clerk

STAFF REPORT CITY COUNCIL

DATE: April 2, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Annual Fire Inspection Compliance – SB1205 Report for Fiscal Year 2022-23
Prepared by: Bonnie Terra, Division Chief

EXECUTIVE SUMMARY:

The City Council will receive a report outlining Alameda County Fire Department's compliance with the annual inspection requirements set forth in California Health and Safety Code Sections 13146.2 and 13146.3. This report serves to meet the reporting requirements set forth in Senate Bill 1205.

STAFF RECOMMENDATION:

Receive the report.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Senate Bill 1205 requires local fire agencies to provide a report to the applicable governing body annually. The report outlines the level of compliance with the completion of the state mandated inspections. The state mandated inspections include all schools (E occupancies), as well as all hotels (R1 Occupancies) and all multi-family housing (R2).

As shown in the attached report, Alameda County Fire personnel completed 36 inspections of educational Group E occupancies, reflecting a 100% compliance rate. They also completed 383 inspections of existing residential Group R-1 and R-2 occupancies, reflecting a 100% compliance rate.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) SB1205 Compliance Report for Fiscal Year 2022-23

Dublin SB1205 Annual Inspections FY 22-23

<u>Occupant Name</u>	<u>Street Number</u>	<u>Street Name</u>	<u>Completed</u>
Stratford School	6665/6670	Amador Plaza	8/7/2022
Nurture Kids Montessori	6837	Amador Valley Boulevard	4/7/2023
Lutheran Infant Care Center	7557	Amador Valley Boulevard	10/18/2022
Elegance at Dublin	7601	Amador Valley Boulevard	1/31/2023
Wicklow Square	7606	Amador Valley Boulevard	9/11/2022
Amador Valley Apartments	7571-7585	Amador Valley Boulevard	9/8/2022
Kindercare Learning Centers	11925	Amador Valley Court	5/24/2023
John Green Elementary	3300	Antone Way	9/20/2022
Union Bldg 1	5501	Apex Drive	11/18/2022
Union Bldg 2	5521	Apex Drive	3/11/2023
Union Bldg 4	5575	Apex Drive	3/20/2023
Union Bldg 5	5605	Apex Drive	3/20/2023
Union Bldg 7	5650	Apex Drive	2/10/2023
Westport Village Bldg. 4	3106	Aran Way	9/11/2022
Westport Village Bldg. 5	3122	Aran Way	9/11/2022
Westport Village Bldg. 6	3150	Aran Way	9/11/2022
Westport Village Bldg. 7	3168	Aran Way	9/12/2022
Sorrento-Multi-Family	3643	Aviano Way	9/21/2022
Sorrento-Multi-Family	3677	Aviano Way	9/21/2022
Sorrento-Multi-Family	3729	Aviano Way	9/21/2022
Skyline Bldg 6	5510	Barrell Avenue	12/9/2022
Skyline Bldg 5	5553	Barrell Avenue	12/9/2022
Skyline Bldg 4	5563	Barrell Avenue	11/28/2022
Skyline Bldg 3	5573	Barrell Avenue	11/28/2022
Skyline Bldg 2	5583	Barrell Avenue	11/28/2022
Skyline Bldg 1	5593	Barrell Avenue	12/9/2022
Trio Bldg. 5	4151	Blackrock Road	9/12/2022
Trio Bldg. 4	4199	Blackrock Road	9/12/2022
Silvera Ranch-Multi-Family	3640	Branding Iron Place	9/15/2022
Silvera Ranch-Multi-Family	3662	Branding Iron Place	8/22/2022
Silvera Ranch-Multi-Family	3745	Branding Iron Place	12/11/2022
Silvera Ranch-Multi-Family	3774	Branding Iron Place	12/11/2022
Silvera Ranch-Multi-Family	3802	Branding Iron Place	12/11/2022
Silvera Ranch-Multi-Family	3819	Branding Iron Place	3/6/2023
Silvera Ranch-Multi-Family	3647-3657	Branding Iron Place	12/11/2022
Silvera Ranch-Multi-Family	3663-3677	Branding Iron Place	12/11/2022
Silvera Ranch-Multi-Family	3682-3698	Branding Iron Place	12/11/2022
Silvera Ranch-Multi-Family	3685-3699	Branding Iron Place	12/11/2022
Silvera Ranch-Multi-Family	3713-3727	Branding Iron Place	12/11/2022
Silvera Ranch-Multi-Family	3728-3744	Branding Iron Place	12/11/2022
Silvera Ranch-Multi-Family	3761-3773	Branding Iron Place	12/6/2022
Silvera Ranch-Multi-Family	3801-3813	Branding Iron Place	3/6/2023
Springfield Montessori	5100	Brannigan Street	9/15/2022
Trestle Bldg 12	6950-6962	Calistoga Lane	11/28/2022
Riverton Bldg 10	6961-6967	Calistoga Lane	11/28/2022
Trestle Bldg 13	6968-6980	Calistoga Lane	11/28/2022

Dublin SB1205 Annual Inspections FY 22-23

Riverton Bldg 9	6981-6987	Calistoga Lane	11/28/2022
Trestle Bldg 14	6988-7002	Calistoga Lane	11/28/2022
Trestle Bldg 15	7008-7014	Calistoga Lane	12/20/2022
Trestle Bldg 16	7026-7038	Calistoga Lane	12/20/2022
Trestle Bldg 17	7052-7058	Calistoga Lane	12/20/2022
Riverton Bldg 24	7053-7093	Calistoga Lane	12/6/2022
Trestle Bldg 18	7082-7102	Calistoga Lane	12/20/2022
Riverton Bldg 23	7103-7117	Calistoga Lane	12/6/2022
Trestle Bldg 19	7110-7122	Calistoga Lane	12/20/2022
Riverton Bldg 22	7121-7135	Calistoga Lane	11/28/2022
Trestle Bldg 20	7130-7138	Calistoga Lane	12/20/2022
Riverton Bldg 21	7165-7153	Calistoga Lane	11/28/2022
Kingswood Bldg. 13	3800	Camino Loop	9/2/2022
Kingswood Bldg. 15	3819	Camino Loop	9/2/2022
Kingswood Bldg. 14	3820	Camino Loop	9/2/2022
Kingswood Bldg. 20	3859	Camino Loop	9/2/2022
Kingswood Bldg. 19	3879	Camino Loop	9/2/2022
Kingswood Bldg. 17	3886	Camino Loop	9/2/2022
Tribeca Building 8	5550	Campbell Lane	9/5/2022
Tribeca Building 6	5600	Campbell Lane	9/5/2022
Esprit Building 6	5250	Campus Drive	3/20/2023
Esprit Building 7	5312	Campus Drive	3/20/2023
Fillmore Bldg. 75	5956	Cannon Road	6/10/2023
Amador Elementary	2100	Cantara Drive	12/9/2022
Sorrento-Multi-Family	3450	Capoterra Way	9/21/2022
Sorrento-Multi-Family	3506	Capoterra Way	9/21/2022
Sorrento-Multi-Family	3550	Capoterra Way	9/21/2022
Sorrento-Multi-Family	3574	Capoterra Way	9/21/2022
Trio Bldg. 22	2216	Carbondale Way	9/11/2022
Trio Bldg. 15	2236	Carbondale Way	9/15/2022
Trio Bldg. 13	2256	Carbondale Way	11/9/2022
Trio Bldg. 11	2282	Carbondale Way	11/9/2022
Trio Bldg. 10	2318	Carbondale Way	9/2/2022
Trio Bldg. 3	2378	Carbondale Way	11/9/2022
Madison Bldg 19	5669	Carnaby Way	6/24/2023
Madison Bldg 18	5689	Carnaby Way	6/10/2023
Westport Village Bldg. 8	4000	Cashel Road	12/6/2022
Westport Village Bldg. 9	4012	Cashel Road	9/12/2022
Westport Village Bldg. 10	4026	Cashel Road	9/11/2022
Kingswood Bldg. 11	2010	Central Parkway	9/2/2022
Kingswood Bldg. 10	2050	Central Parkway	9/2/2022
Kingswood Bldg. 9	2076	Central Parkway	9/2/2022
2178 Central Pkwy Dublin	2178	Central Parkway	9/2/2022
Kingswood Bldg. 1	2200	Central Parkway	9/2/2022
Trio Bldg. 19	2201	Central Parkway	6/8/2023
Trio Bldg. 18	2221	Central Parkway	9/11/2022
Trio Bldg. 13	2267	Central Parkway	9/15/2022

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Trio Bldg. 12	2301	Central Parkway	9/15/2022
Trio Bldg. 7	2321	Central Parkway	11/9/2022
Trio Bldg. 6	2399	Central Parkway	11/9/2022
Cottonwood Creek K-8	2400	Central Parkway	3/27/2023
Ravello @ Sorrento	3201	Central Parkway	12/6/2022
Ravello @ Sorrento	3237	Central Parkway	12/6/2022
Ravello @ Sorrento	3273	Central Parkway	12/6/2022
Ravello @ Sorrento	3303	Central Parkway	12/6/2022
Ravello @ Sorrento	3335	Central Parkway	12/6/2022
Ravello @ Sorrento	3369	Central Parkway	12/6/2022
Sorrento-Multi-Family	3551	Central Parkway	2/18/2023
Sorrento-Multi-Family	3607	Central Parkway	2/18/2023
Sorrento-Multi-Family	3639	Central Parkway	2/18/2023
Sorrento-Multi-Family	3701	Central Parkway	3/7/2023
Sorrento-Multi-Family	3713	Central Parkway	2/18/2023
Sorrento-Multi-Family	3731	Central Parkway	2/18/2023
Sorrento-Multi-Family	3749	Central Parkway	2/18/2023
Sorrento-Multi-Family	3751	Central Parkway	2/18/2023
Hyde Park Bldg. 7	5610	Central Parkway	12/12/2022
Hyde Park Bldg. 8	5630	Central Parkway	12/12/2022
Westport Village Bldg. 1	3951	Clare Street	12/9/2022
Westport Village Bldg. 2	3967	Clare Street	12/17/2022
Westport Village Bldg. 3	3987	Clare Street	12/17/2022
Westport Village Bldg. 16	4023	Clare Street	12/9/2022
Westport Village Bldg. 15	4053	Clare Street	12/9/2022
The Villas	4301	Clarinbridge Circle	12/9/2022
Riverton Bldg 25	7003-7023	Coombsville Loop	12/6/2022
Riverton Bldg 26	7027-7045	Coombsville Loop	12/6/2022
Riverton Bldg 27	7051-7065	Coombsville Loop	12/6/2022
Cottonwood Apartments	6500	Cottonwood Circle	6/5/2023
Murray Elementary	8435	Davona Drive	12/2/2022
Camellia Place	5450	Demarcus Boulevard	5/23/2023
Elan	5501	Demarcus Boulevard	3/25/2023
Kingswood Bldg. 7	3979	Dobbins Loop	3/6/2023
Kingswood Bldg. 5	4019	Dobbins Loop	3/6/2023
Kingswood Bldg. 3	4051	Dobbins Loop	12/6/2022
Evan Alan	7495	Donohue Drive	8/17/2022
Hyde Park Bldg. 10	5780	Dorado Lane	9/5/2022
Genius Kids Club Dublin	6044	Dougherty Road	5/16/2023
Iron Horse Trail Apartments	6233	Dougherty Road	11/28/2022
Park Sierra Apts.	6450	Dougherty Road	3/8/2023
Extended Stay America	4500	Dublin Boulevard	6/2/2023
Broadway Bldg. 2	5451	Dublin Boulevard	3/20/2023
Broadway Bldg. 1	5471	Dublin Boulevard	3/20/2023
Bldg. 15	5525	Dublin Boulevard	5/10/2023
Bldg. 14	5555	Dublin Boulevard	5/10/2023
Espirit Building 12	5562	Dublin Boulevard	11/25/2022

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Bldg. 13	5575	Dublin Boulevard	5/10/2023
Union Bldg 3	5615	Dublin Boulevard	3/11/2023
Tribeca Bldg 4	5850	Dublin Boulevard	2/21/2023
Tribeca Bldg 3	5900	Dublin Boulevard	2/21/2023
La Quinta Inn & Suites	6275	Dublin Boulevard	6/28/2023
Building Kidz	6351	Dublin Boulevard	10/31/2022
Tralee Village Apartments	6599	Dublin Boulevard	3/28/2023
Tralee Village Apartments	6601	Dublin Boulevard	3/31/2023
Bright Horizons at Dublin	7035	Dublin Boulevard	4/5/2023
School of Imagination	9801	Dublin Boulevard	4/26/2023
Genius Kids	11760	Dublin Boulevard	5/31/2023
The Terraces	3245-3465	Dublin Boulevard	12/17/2022
The Terraces	3255-3475	Dublin Boulevard	12/9/2022
Grafton Plaza Bldg 4	3350-3398	Dublin Boulevard	5/29/2023
Grafton Plaza Bldg 3	3420-3438	Dublin Boulevard	2/13/2023
Grafton Plaza Bldg 2	3450-3498	Dublin Boulevard	6/9/2023
Esprit Bldg 13	5582-5590	Dublin Boulevard	12/12/2022
Filmore Bldg 72	5902	Easton Road	12/5/2022
Filmore Bldg 71	5922	Easton Road	12/5/2022
Madison Bldg 13	5500	El Dorado Lane	2/21/2023
Madison Bldg 21	5509	El Dorado Lane	6/24/2023
Madison Bldg 14	5516	El Dorado Lane	2/21/2023
Madison Bldg 22	5521	El Dorado Lane	5/15/2023
Madison Bldg 12	5556	El Dorado Lane	1/30/2023
Madison Bldg 17	5557	El Dorado Lane	6/10/2023
Madison Bldg 11	5578	El Dorado Lane	1/30/2023
Madison Bldg 10	5618	El Dorado Lane	1/30/2023
Madison Bldg 9	5650	El Dorado Lane	5/15/2023
Madison Bldg 8	5672	El Dorado Lane	5/15/2023
Madison Bldg 15	5683	El Dorado Lane	2/21/2023
Madison Bldg 16	5719	El Dorado Lane	6/17/2023
Hyde Park Bldg, 4	5720	El Dorado Lane	9/5/2022
Grafton Plaza Bldg 7	3400-3418	Element Way	5/29/2023
Grafton Plaza Bldg 6	3422-3440	Element Way	5/29/2023
Grafton Plaza Bldg 12	3481-3499	Eminence Street	6/12/2023
Grafton Plaza Bldg 17	3901-3917	Eminence Street	6/8/2023
Grafton Plaza Bldg 14	3902-3958	Eminence Street	6/12/2023
Grafton Plaza Bldg 11	3907-3945	Eminence Street	6/12/2023
Grafton Plaza Bldg 16	3921-3937	Eminence Street	6/9/2023
Grafton Plaza Bldg 15	3941-3957	Eminence Street	6/12/2023
Grafton Plaza Bldg 10	3961-3977	Eminence Street	6/12/2023
Grafton Plaza Bldg 8	3962-3996	Eminence Street	5/29/2023
Grafton Plaza Bldg 9	3981-3997	Eminence Street	5/29/2023
Esprit Building 5	5500	Esprit Way	3/20/2023
Esprit Bldg 8	5503	Esprit Way	2/10/2023
Avalon Dublin	7904	Fall Creek Road	6/5/2023
The Groves Senior Apts	3115	Finnian Way	3/22/2023

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Courtyards	4348	Fitzwilliam Street	5/29/2023
Trio Bldg. 8	4152	Forest Hills Road	6/8/2023
Trio Bldg. 9	4180	Forest Springs Road	6/9/2023
Riverton Bldg 8	6902-6918	Geyserville Street	6/9/2023
Riverton Bldg 7	6928-6954	Geyserville Street	3/6/2023
Riverton Bldg 6	6960-6984	Geyserville Street	3/6/2023
Ravello @ Sorrento	3250	Giovanni Way	5/29/2023
Ravello @ Sorrento	3276	Giovanni Way	12/6/2022
Ravello @ Sorrento	3300	Giovanni Way	3/7/2023
Ravello @ Sorrento	3330	Giovanni Way	3/7/2023
Ravello @ Sorrento	3356	Giovanni Way	3/7/2023
Ravello @ Sorrento	3378	Giovanni Way	3/7/2023
Aster Apartments	6775	Golden Gate Drive	5/23/2023
Trio Bldg. 17	4163	Goodyears Road	6/9/2023
Trio Bldg. 16	4181	Goodyears Road	6/8/2023
Filmore Bldg 69	5401	Gracen Way	12/5/2022
Filmore Bldg 70	5402	Gracen Way	12/5/2022
Filmore Bldg 68	5421	Gracen Way	12/9/2022
Filmore Bldg 65	5461	Gracen Way	12/9/2022
Filmore Bldg 64	5481	Gracen Way	12/9/2022
Filmore Bldg 63	5491	Gracen Way	12/9/2022
Filmore Bldg 62	5511	Gracen Way	12/9/2022
Filmore Bldg 61	5521	Gracen Way	12/9/2022
Aloft Dublin-Pleasanton	4075	Grafton Street	5/31/2023
Tulip Afterschool-Dublin	4078	Grafton Street	4/4/2023
Downing Bldg. 10	5700	Greige Circle	6/24/2023
Downing Bldg. 9	5711	Greige Circle	7/28/2022
Downing Bldg. 8	5731	Greige Circle	7/28/2022
Riverton Bldg 1	3902-3912	Guerneville Way	2/18/2023
Riverton Bldg 2	3920-3932	Guerneville Way	3/16/2023
Riverton Bldg 5	3921-3927	Guerneville Way	3/23/2023
Riverton Bldg 4	3931-3937	Guerneville Way	12/6/2022
Riverton Bldg 3	3938-3948	Guerneville Way	12/6/2022
Hyatt Place	4950	Hacienda Drive	4/3/2023
5050 Hacienda Drive	5050	Hacienda Drive	5/30/2023
Fountain Emerald Park	5095	Haven Place	3/27/2023
Dougherty Elementary	5301	Hibernia Drive	9/23/2022
Valley Christian Center	7500	Inspiration Drive	6/26/2023
Avalon @ Dublin Station	5200	Iron Horse Parkway	2/28/2023
Esprit Bldg 1	5265	Iron Horse Parkway	11/25/2022
Genius Kids Dublin Station	5286	Iron Horse Parkway	5/15/2023
Windsor Communities	5300	Iron Horse Parkway	12/1/2022
Hyde Park Bldg 2	5710	Iron Horse Parkway	12/5/2022
Hyde Park Bldg. 12	5710	Iron Horse Parkway	5/15/2023
Hyde Park Bldg 1	5750	Iron Horse Parkway	6/10/2023
Oak Groves- Multi Fam	4161	Keegan Street	5/29/2023
Hyde Park Bldg. 3	5728	Kemper Place	11/18/2022

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Hyde Park Bldg. 5	5730	Kemper Place	11/18/2022
Westport Village Bldg. 17	4050	Kinsale Street	9/11/2022
Westport Village Bldg. 13	4051	Kinsale Street	12/9/2022
Westport Village Bldg. 12	4075	Kinsale Street	3/17/2023
Westport Village Bldg. 18	4076	Kinsale Street	3/17/2023
Fallon Middle School	3601	Kohnen Way	12/7/2022
Hyde Park Bldg. 6	5650	Lexington Avenue	9/14/2022
Hyde Park Bldg. 9	5652	Lexington Avenue	9/14/2022
Westport Village Bldg. 14	3062	Maguire Way	3/17/2023
Westport Village Bldg. 11	3102	Maguire Way	3/17/2023
Westport Village Bldg. 19	3156	Maguire Way	3/23/2023
Carlow Court	6880	Mariposa Circle	6/5/2023
Emerald Vista Multiple Family Housing	6890	Mariposa Circle	6/6/2023
Wexford Way	6900	Mariposa Circle	9/11/2022
Emerald Vista Multiple Family Housing	6910	Mariposa Circle	6/6/2023
Emerald Vista Multiple Family Housing	6920	Mariposa Circle	12/4/2022
Emerald Vista Multiple Family Housing	6921	Mariposa Circle	9/8/2022
Emerald Vista Multiple Family Housing	6930	Mariposa Circle	8/17/2022
Emerald Vista Multiple Family Housing	6570-6578	Mariposa Court	12/20/2022
Emerald Vista Multiple Family Housing	6580	Mariposa Lane	12/4/2022
Emerald Vista Multiple Family Housing	6671	Mariposa Lane	9/8/2022
Emerald Vista Multiple Family Housing	6690	Mariposa Lane	9/8/2022
6730 S Mariposa Ln Dublin	6730	Mariposa Lane	8/17/2022
Emerald Vista Multiple Family Housing	6751	Mariposa Lane	8/17/2022
Emerald Vista Multiple Family Housing	6772	Mariposa Lane	12/4/2022
Emerald Vista Multiple Family Housing	6800	Mariposa Lane	12/20/2022
Emerald Vista Multiple Family Housing	6801	Mariposa Lane	11/15/2022
Emerald Vista Multiple Family Housing	6810	Mariposa Lane	11/15/2022
Emerald Vista Multiple Family Housing	6820	Mariposa Lane	11/15/2022
Emerald Vista Multiple Family Housing	6821	Mariposa Lane	12/20/2022
Emerald Vista Multiple Family Housing	6970	Mariposa Lane	6/8/2023
Emerald Vista Multiple Family Housing	6600-6610	Mariposa Lane	11/15/2022
Emerald Vista Multiple Family Housing	6632-6642	Mariposa Lane	12/20/2022
Emerald Vista Multiple Family Housing	6651-6659	Mariposa Lane	11/15/2022
Esprit Bldg 2	5551-5575	Martinelli Way	12/12/2022
Trio Bldg. 20	4150	Meadow Vista Road	3/22/2023
Trio Bldg. 21	4172	Meadow Vista Road	3/22/2023
Broadway Bldg. 10	5415	Melissa Lane	6/24/2023
Tribeca Bldg 9	5601	Melodia Circle	11/28/2022
Tribeca Bldg 2	5651	Melodia Circle	9/5/2022
Tribeca Bldg 1	5675	Melodia Circle	3/20/2023
Tribeca Bldg 7	5613-29	Melodia Circle	9/15/2022
Tribeca Bldg 5	5631-39	Melodia Circle	9/15/2022
Grafton Plaza Bldg 5	3955-3999	Meridian Street	5/29/2023
Ashbourne Bldg 7	4152-4172	Midlands Court	3/23/2023
Ashbourne Bldg 6	4178-4198	Midlands Court	3/23/2023
Ashbourne Bldg 5	4210-4222	Midlands Court	3/23/2023

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Ashbourne Bldg 4	4226-4238	Midlands Court	3/16/2023
Ashbourne Bldg 3	4250-4262	Midlands Court	3/20/2023
Ashbourne Bldg 1	4251-4261	Midlands Court	3/7/2023
Ashbourne Bldg 2	4270-4280	Midlands Court	3/20/2023
Downing Bldg. 7	5773	Midnight Place	6/10/2023
Downing Bldg 1	5780	Midnight Place	11/7/2022
Downing Bldg 2	5810	Midnight Place	11/17/2022
Downing Bldg 6	5821	Midnight Place	11/7/2022
Downing Bldg 3	5830	Midnight Place	11/7/2022
Downing Bldg 5	5851	Midnight Place	11/7/2022
Downing Bldg 4	5860	Midnight Place	11/7/2022
Sorrento-Multi-Family	4500	Mirano Court	3/22/2023
Sorrento-Multi-Family	4501	Mirano Court	2/18/2023
Sorrento-Multi-Family	4516	Mirano Court	2/18/2023
Emerald Vista Multiple Family Housing	6350	Monterey Way	6/8/2023
Emerald Vista Multiple Family Housing	6351	Monterey Way	6/5/2023
Esprit Bldg 9	5300	N. Esprit Loop	11/28/2022
Esprit Bldg 11	5301-5351	N. Esprit Loop	12/12/2022
Amador Lakes Apartments	8105	N. Lake Drive	6/5/2023
Tots University	7890	Oxbow Court	7/1/2022
Kolb Elementary School	3150	Palermo Way	3/17/2023
Sorrento-Multi-Family	3464	Palermo Way	2/18/2023
Sorrento-Multi-Family	3468	Palermo Way	2/18/2023
Sorrento-Multi-Family	3512	Palermo Way	3/7/2023
Sorrento-Multi-Family	3520	Palermo Way	6/9/2023
Trio Bldg. 24	4068	Panorama Drive	6/8/2023
Trio Bldg. 23	4106	Panorama Drive	6/9/2023
Parkwood Luxury Apartments	7300-7331	Parkwood Circle	3/10/2023
Wells Middle School	6800	Penn Drive	3/9/2023
Sorrento-Multi-Family	4683	Perugia Street	3/7/2023
Sorrento-Multi-Family	4731	Perugia Street	3/23/2023
Sorrento-Multi-Family	4759	Perugia Street	3/23/2023
Sorrento-Multi-Family	4817	Perugia Street	6/6/2023
Sorrento-Multi-Family	4845	Perugia Street	6/6/2023
Kingswood Bldg. 8	3970	Pino Grande Road	5/29/2023
Kingswood Bldg. 6	3990	Pino Grande Road	5/29/2023
Kingswood Bldg. 4	4000	Pino Grande Road	5/29/2023
Safari Kid	2500	Positano Parkway	5/25/2023
Holiday Inn Dublin	6680	Regional Street	7/28/2022
Shooting Stars Preschool	7156	Regional Street	5/22/2023
Sorrento-Multi-Family	4657	Rimini Court	6/9/2023
Sorrento-Multi-Family	4622-4658	Rimini Court	5/29/2023
Sorrento-Multi-Family	3662	Rimini Lane	6/8/2023
Sorrento-Multi-Family	3721	Rimini Lane	6/6/2023
Sorrento-Multi-Family	4593	Rimini Lane	3/7/2023
Sorrento-Multi-Family	4603	Rimini Lane	6/6/2023
Sorrento-Multi-Family	4613	Rimini Lane	6/6/2023

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Sorrento-Multi-Family	4623	Rimini Lane	6/6/2023
Sorrento-Multi-Family	4642	Rimini Lane	6/6/2023
Sorrento-Multi-Family	4661	Rimini Lane	6/6/2023
Esprit Bldg 4	5200	S Esprit Loop	8/27/2022
Esprit Bldg 3	5201	S Esprit Loop	8/27/2022
Emerald Vista Multiple Family Housing	6871	S. Mariposa Circle	3/8/2023
Emerald Vista Multiple Family Housing	6911	S. Mariposa Circle	3/8/2023
Emerald Vista Multiple Family Housing	6931	S. Mariposa Circle	2/23/2023
Emerald Vista Multiple Family Housing	6936	S. Mariposa Circle	3/8/2023
Emerald Vista Multiple Family Housing	6940	S. Mariposa Circle	3/10/2023
Emerald Vista Multiple Family Housing	6950	S. Mariposa Circle	3/10/2023
Emerald Vista Multiple Family Housing	6960	S. Mariposa Circle	2/17/2023
Emerald Vista Multiple Family Housing	6551-6557	S. Mariposa Court	2/17/2023
Emerald Vista Multiple Family Housing	6559-6567	S. Mariposa Court	3/10/2023
Emerald Vista Multiple Family Housing	6761	S. Mariposa Lane	6/6/2023
Emerald Vista Multiple Family Housing	6830	S. Mariposa Lane	3/8/2023
Emerald Vista Multiple Family Housing	6840	S. Mariposa Lane	3/8/2023
Emerald Vista Multiple Family Housing	6850	S. Mariposa Lane	2/17/2023
Emerald Vista Multiple Family Housing	6851	S. Mariposa Lane	2/17/2023
Kidango	6860	S. Mariposa Lane	5/17/2023
Emerald Vista Multiple Family Housing	6861	S. Mariposa Lane	3/10/2023
Emerald Vista Multiple Family Housing	6870	S. Mariposa Lane	6/6/2023
Emerald Vista Multiple Family Housing	6870	S. Mariposa Lane	6/8/2023
Emerald Vista Multiple Family Housing	6951-6959	S. Mariposa Lane	2/17/2023
Emerald Vista Multiple Family Housing	6961-6969	S. Mariposa Lane	3/10/2023
Sofi Dublin	7100	San Ramon Road	12/16/2022
Beyond Montessori	7260	San Ramon Road	5/23/2023
Quarry Lane Preschool	5600	Scarlett Drive	8/11/2022
Ashbourne Bldg 18	3900-3912	Scottfield Street	2/23/2023
Ashbourne Bldg 17	3916-3926	Scottfield Street	2/13/2023
Ashbourne Bldg 16	3928-3938	Scottfield Street	2/13/2023
Ashbourne Bldg 15	3950-3962	Scottfield Street	2/13/2023
Ashbourne Bldg 14	3966-3978	Scottfield Street	3/7/2023
Ashbourne Bldg 13	3986-3998	Scottfield Street	3/7/2023
Ashbourne Bldg 12	4002-4016	Scottfield Street	3/7/2023
Ashbourne Bldg 11	4020-4032	Scottfield Street	3/7/2023
Ashbourne Bldg 10	4036-4050	Scottfield Street	3/7/2023
St. Raymond School	11557	Shannon Avenue	4/6/2023
Sierra Day Program	6805	Sierra Court	5/22/2023
New Learning Grove Acad.	6680	Sierra Lane	5/24/2023
Learn and Play Montessori	11900	Silvergate Drive	5/17/2023
Valor Crossing	7500	St. Patrick Way	6/8/2023
Connolly Station	7550	St. Patrick Way	12/20/2022
Trestle Bldg 9	6900-6910	Stags Leap Lane	12/6/2022
Trestle Bldg 10	6912-6920	Stags Leap Lane	12/17/2022
Trestle Bldg 11	6926-6934	Stags Leap Lane	11/28/2022
Riverton Bldg 11	6978-6998	Stags Leap Lane	12/20/2022

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Riverton Bldg 12	7006-7022	Stags Leap Lane	12/20/2022
Riverton Bldg 13	7050-7070	Stags Leap Lane	12/20/2022
Riverton Bldg 14	7086-7098	Stags Leap Lane	12/20/2022
The Green Condominiums	7315-7323	Starward Drive	9/11/2022
Union Bldg 6	5601	Sterling Street	2/10/2023
Madison Bldg 20	5701	Sterling Street	6/24/2023
Skyline Bldg. 12	5500	Stout Street	2/10/2023
Skyline Bldg. 11	5501	Stout Street	2/10/2023
Skyline Bldg. 9	5520	Stout Street	11/28/2022
Skyline Bldg. 10	5521	Stout Street	11/28/2022
Skyline Bldg 8	5540	Stout Street	11/25/2022
Grafton Plaza Bldg 20	3903-3959	Summit Road	6/8/2023
Grafton Plaza Bldg 1	3963-3995	Summit Road	6/12/2023
Trio Bldg.1	4201	Sunset View Drive	6/12/2023
Trio Bldg. 2	4239	Sunset View Drive	3/22/2023
Frederiksen Elementary	7243	Tamarack Drive	12/6/2022
JEI Learning Center Dublin	4680	Tassajara Road	5/19/2023
Waterford Place Apts	4800	Tassajara Road	6/14/2023
Quarry Lane School	6363	Tassajara Road	8/9/2022
Ashbourne Bldg 9	3050-3062	Threecastles Way	3/16/2023
Ashbourne Bldg 8	3051-3061	Threecastles Way	3/16/2023
Kingswood Bldg. 18	3919	Twain Harte Road	5/29/2023
Kingswood Bldg. 16	3953	Twain Harte Road	5/29/2023
Kingswood Bldg. 12	3977	Twain Harte Road	5/29/2023
Grafton Plaza Bldg 13	3451-3475	Vertex Way	6/12/2023
Dublin HS/Valley HS	8151	Village Parkway	6/6/2023
Dublin Elementary	7997	Vomac Road	10/17/2022
Trestle Bldg 8	4107-4115	Wallis Ranch Road	12/6/2022
Trestle Bldg 7	4119-4127	Wallis Ranch Road	12/6/2022
Trestle Bldg 6	4131-4139	Wallis Ranch Road	12/6/2022
Trestle Bldg 5	4155-4163	Wallis Ranch Road	12/6/2022
Trestle Bldg 4	4167-4175	Wallis Ranch Road	12/6/2022
Trestle Bldg 3	4179-4187	Wallis Ranch Road	12/6/2022
Trestle Bldg 2	4191-4199	Wallis Ranch Road	12/20/2022
Riverton Bldg 15	3950-3958	Windsor Way	12/20/2022
Riverton Bldg 16	3962-3970	Windsor Way	12/20/2022
Riverton Bldg 17	3980-3988	Windsor Way	12/20/2022
Riverton Bldg 18	3992-4000	Windsor Way	11/28/2022
Riverton Bldg 19	4010-4018	Windsor Way	11/28/2022
Riverton Bldg 20	4020-4030	Windsor Way	11/28/2022
Trestle Bldg 1	4108-4116	Windsor Way	11/28/2022
York Alternative Education Center	6901	York Drive	2/23/2023
Grafton Plaza Bldg 18	3371-3395	Zenith Avenue	6/8/2023
Grafton Plaza Bldg 19	3403-3453	Zenith Avenue	6/9/2023



STAFF REPORT CITY COUNCIL

Agenda Item 5.3

DATE: April 2, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Commercial Façade Improvement Grant Program Agreement for
International Brotherhood of Electrical Workers Local Union 595
Prepared by: Rhonda Franklin, Management Analyst II

EXECUTIVE SUMMARY:

The City Council will consider approving a Commercial Façade Improvement Grant Program Agreement for International Brotherhood of Electrical Workers Local Union 595. The business has requested participation in the program to assist with improvements to the building's exterior facade.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving a Commercial Façade Improvement Grant Program Agreement Between the City of Dublin and International Brotherhood of Electrical Workers Local Union 595.

FINANCIAL IMPACT:

There is sufficient funding available in the adopted Fiscal Year 2023-24 operating budget for this expenditure.

DESCRIPTION:

In December 2011, the City Council adopted the Commercial Façade Improvement Grant Program to improve the physical appearance of the Downtown Dublin Specific Plan (DDSP) area and the segment of Dublin Boulevard between Village Parkway and Dougherty Road (Program Area), encourage the retention of existing businesses, and increase property values, tenant stability, and lease rates in the area. The Program leverages public funds and private investment to enhance the physical appearance and economic vitality of commercial businesses in the Program Area.

In June 2016, the City Council adopted changes to the Program to:

- Expand the allowance of architectural assistance.

- Encourage timely results.
- Prioritize selection of projects which promote downtown activation (such as outside gathering and dining spaces).
- Promote project competitiveness.
- Clarify applicant preparedness.
- Make the requirements of the Program more understandable to applicants.

Under the Program, commercial property owners or tenants with long-term leases (five years or more) within the Program Area can apply for one of two façade improvement grants:

- Mini-Grant – provides reimbursement of up to \$5,000 for commercial building façade improvements with no match requirement.
- Matching Grant – provides a reimbursable matching grant of two-thirds (66%) of eligible project costs, up to a maximum of \$70,000. The total cost of the improvement work must be greater than \$5,000. Receipt of a matching grant requires the approved applicant to contribute a minimum of one-third of the total cost of the façade improvement costs.

In February 2022, Staff received a grant application from International Brotherhood of Electrical Workers Local Union 595, which owns the property at 6250 Village Parkway. The applicant is requesting a matching grant in the amount of \$70,000 to help offset improvements to the site to update and refresh the building exterior, including installing a new sign tower, painting and modifying exterior finishes, and completing site upgrades including landscaping.

Economic Development Committee Consideration

On March 15, 2022, the City Council's Economic Development Committee considered the applicant's request for an exception to apply for the program given that the applicant's project is marginally outside of the program area boundary, and by consensus, the Committee supported the exception to allow the applicant to submit an application for the program given their physical location.

On August 15, 2023, the Economic Development Committee considered the application and by consensus, recommended City Council approval of the agreement. This recommendation falls under the Committee's purview to provide policy guidance and direction on economic development activities.

Since the application submittal and the Economic Development Committee's recommendation for City Council approval, the applicant has been in the process of submitting site improvement plans, working with City Staff for review and subsequent plan revisions, and completing submittal requirements. During this time, the applicant requested to postpone the agreement execution until the applicant could comply with certain requirements, specifically commencement of the project (Section 2.4 of the Agreement).

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

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

ATTACHMENTS:

- 1) Resolution Approving a Commercial Façade Improvement Grant Program Agreement Between the City of Dublin and International Brotherhood of Electrical Workers Local Union 595
- 2) Exhibit A to the Resolution – Commercial Façade Improvement Grant Program Agreement Between the City of Dublin and International Brotherhood of Electrical Workers Local Union 595

RESOLUTION NO. XX – 24

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

**APPROVING A COMMERCIAL FAÇADE IMPROVEMENT GRANT PROGRAM
AGREEMENT BETWEEN THE CITY OF DUBLIN AND INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS LOCAL UNION 595**

WHEREAS, for decades, state and local governments have used economic development incentives to attract or retain jobs and/or improve the local tax base; and

WHEREAS, the City Council of the City of Dublin adopted Resolution No. 216-11 on December 20, 2011, which established a Commercial Façade Improvement Grant Program ("Program") intended to improve the physical appearance of the Downtown Dublin Specific Plan area and the segment of Dublin Boulevard between Village Parkway and Dougherty Road, encouraging the retention of existing businesses, as well as increase property values, tenant stability, and lease rates for the property; and

WHEREAS, the Program authorizes the City of Dublin to enter into agreements with commercial property owners, or tenants with long-term leases (five or more years remaining on the lease at the time a Program application is submitted) to apply for either 1) a mini-grant for reimbursement of up to \$5,000; or 2) a matching grant, that provides a reimbursable matching grant of two-thirds (66%) of eligible project costs, up to a maximum of \$70,000; and

WHEREAS, International Brotherhood of Electrical Workers Local Union 595 (applicant) is the Property Owner of certain real property located at 6250 Village Parkway (APN 941-1401-009-00), located three parcels outside of the Program area within the City; and

WHEREAS, the Applicant intends to improve the façade of the building on the property identified in this Resolution; and

WHEREAS, the City Council finds that the Agreement serves a public purpose in that it will help improve the physical appearance of Village Parkway near the Program area, encourage the retention of existing businesses, and increase property values and tenant stability, thus benefitting the City and its residents.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve a Commercial Façade Improvement Grant Program Agreement between the City of Dublin and International Brotherhood of Electrical Workers Local Union 595, attached hereto as **Exhibit A**.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute the Agreement, in substantially the form attached, and to make any minor modifications to the Agreement as necessary to carry out the intent of this Resolution.

PASSED, APPROVED AND ADOPTED this 2nd day of April 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mayor

City Clerk

City Grant Amount:	\$70,000
Matching Funds:	approx. \$5-7 Million
Estimated Project Total	approx. \$5-7 Million

**COMMERCIAL FAÇADE IMPROVEMENT GRANT PROGRAM
AGREEMENT BETWEEN THE CITY OF DUBLIN AND INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL UNION 595**

THIS COMMERCIAL FAÇADE IMPROVEMENT GRANT PROGRAM AGREEMENT ("Agreement") dated **April 2, 2024**, the date of execution by the City (the "Effective Date") is entered into by and between the City of Dublin, a public body corporate and politic ("City") and International Brotherhood of Electrical Workers (IBEW) Local Union 595, a California 501(c)(5) organization ("Owner" and "Applicant").

R E C I T A L S

A. The City has adopted a Commercial Façade Improvement Grant Program ("Program") in order to provide grants to certain owners or tenants of eligible buildings who design and construct improvements to the facades of their buildings.

B. Applicant owns certain real property located at 6250 Village Parkway (A.P.N. 941-1401-009-00), in Dublin, California (the "Site"), and within close proximity to the boundaries outlined by the Commercial Façade Improvement Grant Program Guidelines ("Program Guidelines").

C. Applicant has submitted an application to the City pursuant to the Program Guidelines for a grant for certain improvements to the Site, and City has determined that Applicant and the Site meet the eligibility criteria for the Program.

D. City desires to enter into this Agreement because improvement of the Site will enhance the physical appearance and economic vitality of commercial businesses, encourage full occupancy of storefronts, generate additional tax revenue and assist in providing an environment for the social, psychological and economic growth and well-being in the boundaries outlined by the Program Guidelines and the citizens of the City.

E. Applicant desires to enter into this Agreement with City to receive assistance in making certain improvements to the Site, and City is willing to do so on the terms and conditions set forth in this Agreement.

A G R E E M E N T

NOW, THEREFORE, City and Applicant hereby agree as follows:

Section 1. GENERAL.

1.1 Term. This Agreement shall begin on the Effective Date and expire five (5) years following the Applicant's approval of contractor's notice of completion ("Term").

Section 2. IMPROVEMENT OF THE SITE.

2.1 Scope of Work. Applicant shall complete the proposed project in accordance with the Scope of Work attached hereto as Exhibit A (the "Project").

2.2 Commercial Façade Improvement Grant Funds. The City agrees to reimburse to the Applicant a sum not to exceed seventy thousand dollars (\$70,000) (the "Grant Amount"), for certain eligible improvements (the "Eligible Improvements") as set forth below:

- a. The Grant Amount may be used only to fund those Eligible Improvements identified in Exhibit B attached hereto.
- b. All services to be performed by a third-party contractor shall be the subject of agreement between Applicant and the third-party contractors. The City shall not assume any liability for such agreements. The Applicant shall submit to the City all invoices from the contractor or contractors for work performed on the Eligible Improvements in order to receive reimbursement.
- c. A representative of the City shall inspect the completed Project after a notice of completion has been submitted to the City.
- d. The City will only issue the Grant Amount after the Project has been completed. Upon determination by the City's representative that Project has been completed in conformance with the Scope of Work (Exhibit A) and the City approvals, the City shall issue a check made payable to the Applicant in an amount equal to the lesser of the Grant Amount or the actual amount of the invoices submitted to the City by the Applicant. The City Manager in his or her sole discretion may issue the Grant Amount at an earlier time than set forth in this Section 2.2(d), if the Applicant can demonstrate good cause.
- e. Any and all costs of the Project including, but not limited to the Eligible Improvements, which are in excess of the Grant Amount, shall be the sole responsibility of, and be borne by, the Applicant.

2.3 Permits and Approvals. Before commencement of the Project, Applicant shall secure or cause to be secured any and all permits which may be required by the City and any other governmental agency affected by such construction or work.

2.4 Commencement of the Project. Within 60 days after the Effective Date, Applicant shall have selected and authorized one or more contractors to complete the Project, and shall have provided notice to the City of such selection and authorization. In the event the Applicant fails to select and authorize a contractor or contractors to complete the Project within such 60-day period, the City may, at its option, terminate this Agreement upon written notice to the Applicant. In such event, neither party shall have any further rights against or liability to the other in connection to this Agreement. All contractors performing work on the Project must be licensed in the State of California.

2.5 Building Permit. A Building Permit must be obtained within six months of the Effective Date. In the event the Applicant fails to obtain a Building Permit within such six-month period, the City may, at its option, terminate this Agreement upon written notice to the Applicant. In such event, neither party

shall have any further rights against or liability to the other in connection to this Agreement. An additional six-month extension may be approved with the City's prior written consent. Notwithstanding the foregoing, no work shall be performed prior to both 1) issuance of the Building Permit and 2) approval of this Agreement by the Dublin City Council. Any work performed prior to both building permit issuance and City Council approval will not be eligible for reimbursement.

2.6 Completion of the Project. Applicant shall complete the Project and satisfy all other obligations and conditions of this Agreement within 120 days of building permit issuance. This completion date is subject to revision from time to time as mutually agreed upon in writing between Applicant and the City Manager, or their designee. Upon completion, Applicant shall require contractors' completion notice signed by the contractor. When the Project is completed as set forth in this Agreement, a notice of completion shall be delivered to and approved by the Applicant. Notice of completion shall then be delivered to the City as set forth in this Section 2.6.

Section 3. INSURANCE REQUIREMENTS.

Before fully executing this Agreement, Applicant, 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 Applicant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Applicant 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. Applicant shall maintain the insurance policies required by this section throughout the term of this Agreement. Applicant shall not allow any contractor 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. Applicant shall maintain all required insurance listed herein for the duration of this Agreement.

3.1 Workers' Compensation.

3.1.1 General Requirements. Before beginning any work under this Agreement, Applicant and its contractor(s) 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.

3.1.2 Submittal Requirements. To comply with Subsection 3.1, Applicant shall submit the following:

- a. Certificate of Workers' Compensation Insurance in the amounts specified in the section for all contractor(s) performing work related to the Project; and
- b. Waiver of Subrogation Endorsement as required by the section for all contractor(s) performing work related to the Project.

3.2 Commercial General and Automobile Liability Insurance Requirements. Before beginning any work under this Agreement, Applicant and its contractor(s) shall procure "occurrence coverage" insurance 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 Applicant or its contractor and its agents, representatives, employees, and subcontractors. Applicant 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 to the City. Applicant shall maintain the insurance policies required by this section throughout the term of this Agreement. Applicant shall not allow any contractor or subcontractor to commence work on until Applicant has obtained all insurance required herein for the contractor or subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. The additional insured coverage under the Applicant's policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as CG 20 10. In the event Applicant fails to maintain coverage as required by this Agreement, City at its sole discretion may purchase the coverage required and the cost will be paid by Applicant. Failure to exercise this right shall not constitute a waiver of right to exercise later.

3.2.1 Commercial General and Automobile Liability Insurance.

3.2.1.1 General requirements. Applicant and all contractors and subcontractors, at their own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

- 3.2.1.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001. 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.
- 3.2.1.3 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.
- 3.2.1.4 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:
- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
 - b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor.
 - c. Contractor hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Contractor agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.
 - d. For any claims related to this Agreement or the work hereunder, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Any failure of Applicant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

- 3.2.1.4.1 An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Applicant shall notify City within 14 days of notification from Applicant's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

- 3.2.1.4.2 For Applicant's contractors and subcontractors, an endorsement for completed operations for the construction project, such as the CG 20 37 “Additional Insured—Owners, Lessees or Contractors—Completed Operations” endorsement form,

shall be submitted by Applicant to the City no later than 30 days after completion of the Project.

3.2.1.5 Submittal Requirements and Verification of coverage. Applicant shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

a. Prior to execution of this Agreement, Applicant shall submit:

- i. Certificate(s) of Commercial General Insurance and Automobile Liability Insurance; and
- ii. Additional Insured Endorsement such as CG 20 10 "Designated Person Or Organization Endorsement".

b. Prior to commencement of the Project as described in Section 2.4., Applicant shall furnish City with contractor's certificates of insurance and with original endorsements effecting coverage required herein.

3.2.1.6 Contractors and Subcontractors. Applicant agrees to include with all contractors or subcontracts the same requirements and provisions of this Agreement including the Indemnification and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Contractors or subcontractors hired by Applicant agree to be bound to Applicant and the City in the same manner and to the same extent as Applicant is bound to the City under the Contract Documents.

3.2.1.7 Variation. The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

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

3.2.1.9 Wasting Policies. No policy required by this Section 3 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

3.2.1.10 Endorsement Requirements. Each insurance policy required by this Section 3 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.

3.2.1.11 Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before City's own insurance or self-insurance shall be called upon to protect City as a named insured.

3.2.1.12 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Applicant shall provide written notice to City at Applicant's earliest possible opportunity and in no case later than five days after Applicant is notified of the change in coverage.

3.2.2 Term of Coverage. Applicant, at its own cost and expense, shall maintain all insurance policies required by this Agreement for the duration of the Agreement's Term. Applicant shall require that all contractors and subcontractors, at their own cost and expense, maintain the insurance policies required by this Agreement until the Project is complete and the Applicant accepts contractor's completion notice.

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

Section 4. PREVAILING WAGES.

Applicant shall require any contractors performing work under this Agreement to pay prevailing wages pursuant to the requirements of the California Labor Code, Section 1771, et seq. For the purpose of this Agreement, prevailing wages are the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute this Agreement as ascertained by the Director of the Department of Industrial Relations of the State of California. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the project.

The Contractors and each subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification, 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 by the Contractors or subcontractors in connection with the Project. The payroll records shall be kept in accordance with the provisions of Section 1776 of the California Labor Code, and Contractor and each subcontractor shall otherwise comply with requirements of such Section 1776.

Section 5. MAINTENANCE COVENANTS.

The Applicant covenants and agrees, for itself, its successors, its assigns and every successor in interest to the Site or any part thereof, that the Applicant will maintain, at Applicant's own cost and expense, the improvements on the Site in a clean and orderly condition, free of graffiti, and in good condition and repair, and will keep the Site free from any accumulation of debris and waste materials. Any damage to the building visible from the street is to be repaired immediately. The Applicant shall promptly touch up painted areas and perform any other repairs needed to maintain an attractive building appearance, including cleaning all awnings, if any, at least once a year.

The foregoing covenants shall remain in effect for a period of 60 months from the completion of the Project. During this 60-month period, Applicant agrees, for itself, its successors, its assigns and every successor in interest, that it will not materially alter the improvements made with City funds, without the prior written consent of City which consent may be conditioned by City to preserve those features to the extent necessary to achieve the objectives of City for entering into this Agreement. Any violation of this section not cured within 60 days shall entitle City to reimbursement of the funds granted by City from the person or entity responsible for the violation.

5.1 Improvements Cannot Be Removed by Applicant Without City's Consent. All Eligible Improvements will become permanent fixtures of the property and cannot be removed by Owner upon expiry or termination of the lease of current tenant at the Site or sale of the property. Exceptions can be made with the prior written consent of the City. Any violation of this section not cured within 60 days shall entitle City to reimbursement of the funds granted by City from the person or entity responsible for the violation.

Section 6. LEGAL REQUIREMENTS.

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

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

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

6.4 Licenses and Permits. Applicant represents and warrants to City that its 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. Applicant represents and warrants to City that its 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, Applicant shall obtain and maintain during the term of this Agreement valid Business Licenses from City and Applicant's Contractor and any subcontractors shall obtain and maintain a valid Business Licenses from City during the construction phase of the project.

6.5 Nondiscrimination and Equal Opportunity. Applicant and its Contractor and any subcontractors 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 Applicant under this Agreement.

Section 7. GENERAL PROVISIONS.

7.1 Rights of Access. Representatives of the City shall have the reasonable right to access the Site, without charges or fees, for the purpose of inspecting the Project, including the Eligible Improvements. City (or its representatives) shall, except in emergency situations, give Applicant reasonable advance notice prior to exercising its rights herein. Nothing herein shall be deemed to limit the ability of the City to conduct code enforcement and other administrative inspections of the Site in accordance with applicable law.

7.2 Compliance with Laws. Applicant shall carry out the Project in conformity with all applicable federal, state and local laws, including Labor Code requirements; City zoning and development standards; building, plumbing, mechanical and electrical codes; all other provisions of the City's Municipal Code; and all applicable disabled and handicapped access requirements, including the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq., Government Code Section 4450, et seq., Government Code Section 11135, et seq., and the Unruh Civil Rights Act, Civil Code Section 51, et seq.

7.3 Assignment. Applicant shall have the right to assign all of its rights and obligations under this Agreement, provided however that any such assignment shall be effective only upon receipt by City of written notice of the assignment.

7.4 Notices, Demands and Communications between the Parties. Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and shall be given by certified mail, return receipt requested and postage prepaid, personal delivery, or reputable overnight courier (but not by facsimile or email), to the party to whom the Notice is directed at the address of the party as set forth below, or at any other address as that party may later designate by Notice.

To City:
City of Dublin
100 Civic Plaza, Dublin, CA 94568

Dublin, CA 94568
Attention: City Manager
Phone: (925) 833-6650
Email: city.manager@dublin.ca.gov

To Applicant:
6250 Village Parkway
Dublin, CA 94568
Attention: Business Manager Greg Bonato
Phone: (925) 556-0595 x641
Email: greg@ibew595.org

Any Notice shall be deemed received on the date of delivery if delivered by personal service, on the date of delivery or refused delivery as shown by the return receipt if sent certified mail, and on the date of delivery or refused delivery as shown by the records of the overnight courier if sent via nationally recognized overnight courier. Notices sent by a party's attorney on behalf of such party shall be deemed delivered by such party.

7.5 Relationship between City and Applicant. It is hereby acknowledged that the relationship between City and Applicant is not that of a partnership or joint venture and that City and Applicant shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided herein or in the Attachments hereto, City shall have no rights, powers, duties or obligations with respect to the development, operation, maintenance or management of the Site or the Eligible Improvements. Applicant agrees to indemnify, hold harmless and defend City from any claim made against City arising from a claimed relationship of partnership or joint venture between City and Applicant with respect to the development, operation, maintenance or management of the Site or the Eligible Improvements.

7.6 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, contains the entire understanding between the parties relating to the transactions contemplated by this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect.

7.7 Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

7.8 Conflicts of Interest. No member, official or employee of City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

7.9 Applicant's Indemnity; Waiver. Applicant shall indemnify, defend (with counsel reasonably acceptable to City), protect and hold City, and its officers, employees, agents and representatives, harmless from, any and all Claims of any kind or nature arising out of the Project or this Agreement or the implementation hereof, including, but not limited to, any damages to property, injuries to persons or

accidental death (including reasonable attorneys' fees and costs), which may be caused by the work performed under this Agreement or any activities associated with the Project, whether such activities or work is performed by Applicant or by anyone directly or indirectly employed or contracted with by Applicant. Applicant's indemnity obligations under this section shall survive termination of this Agreement. Applicant's indemnity obligations under this section shall not extend to claims, demands, damages, defense costs or liability for property damage, bodily injury or death occasioned by the active negligence or willful misconduct of the City, or its officers, employees, agents or representatives.

Applicant hereby waives, releases and discharges forever the City, and its employees, officers, volunteers, agents and representatives, from any and all present and future Claims arising out of or in any way connected with this Agreement, the performance of the work, or Applicant's obligation to comply with all laws with respect to the work.

7.10 Non-liability of Officials and Employees of City. No member, official or employee of the City shall be personally liable to Applicant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Applicant or its successors, or on any obligations under the terms of this Agreement.

7.11 Applicable Law. The laws of the State of California, without regard to conflict of laws principles, shall govern the interpretation and enforcement of this Agreement.

7.12 No Third Party Rights. This Agreement is made and entered into solely for the benefit of the City and Applicant and no other third party shall have any right of action under this Agreement.

7.13 Disclosure of Documents. Applicant acknowledges that the City is subject to the provisions of the California Public Records Act and that any information submitted to the City may be disclosed to the extent required by law.

7.14 Liability. Owner is wholly liable for any Claims arising out of this Agreement.

7.15 Termination. In addition to City's right to terminate under Section 2.4 and 2.5, City or Applicant may terminate this Agreement upon written Notice to the other in the event that the other party fails to comply with its obligations under this Agreement.

[remainder of page intentionally left blank]

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:

CITY OF DUBLIN, a municipal corporation

By:

Linda Smith, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to form:

John D. Bakker, City Attorney

PROPERTY OWNER:

International Brotherhood of Electrical Workers
(IBEW) Local Union 595, a California 501(c)(5)
Organization

By:

DocuSigned by:

8344750EDE0D4D2...

Greg Bonato, Business Manager/Financial
Secretary

EXHIBIT A

SCOPE OF WORK

Located off the I580 & I680 freeway interchange, are the offices of the International Brotherhood of Electrical Workers, Local Union 595. Our union is proposing complete exterior building improvements consisting of full height lobby glass, a new elevator and sign tower, accent cement plaster and wood paneling finishes, new windows, and paint throughout. In addition, the surrounding site will be upgraded with new accessible parking stalls and walkways, trash enclosure, EV charging, fresh landscaping, and a solar canopy over portions of the existing parking areas. Many of these items will contribute with T24 compliance when going through the permitting process.



EXHIBIT B

ELIGIBLE IMPROVEMENTS

Applicant is the property/business owner of 6250 Village Parkway (A.P.N. 941-1401-009-00) in Dublin, California and shall construct and install the façade improvements including, but not limited to the following:

- complete exterior building improvements consisting of full height lobby glass, a new elevator and sign tower, accent cement plaster and wood paneling finishes;
- new windows, and paint throughout; and
- the surrounding site will be upgraded with new accessible parking stalls and walkways, trash enclosure, EV charging, fresh landscaping, and a solar canopy over portions of the existing parking areas.



STAFF REPORT CITY COUNCIL

DATE: April 2, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Second Amendment to the Consulting Services Agreement with Keyser Marston Associates, Inc.
Prepared by: Felicia Escover, Special Projects Manager

EXECUTIVE SUMMARY:

The City Council will consider approving a second amendment to the agreement with Keyser Marston Associates, Inc. for on-call real estate and development consulting services.

STAFF RECOMMENDATION:

Adopt the Resolution Approving the Second Amendment to the Consulting Services Agreement Between the City of Dublin and Keyser Marston Associates, Inc.

FINANCIAL IMPACT:

The proposed second amendment to the Consulting Services Agreement with Keyser Marston Associates, Inc. will increase the total not-to-exceed compensation from \$95,000 to \$145,000. Funding is available in the adopted Fiscal Year 2023-24 operating budget to cover the increase.

DESCRIPTION:

On July 15, 2022, the City Manager approved a three-year agreement with Keyser Marston Associates, Inc. for on-call real estate and development consulting services in the amount of \$44,999. These services encompassed fiscal analysis and community benefits associated with current development activities.

The City Council subsequently approved an amendment to the agreement in November 2022 to increase the not-to-exceed amount to \$95,000 to include financial analysis related to the planned future extension of Dublin Boulevard. The proposed second amendment increases the contract amount from to \$145,000 to include additional financial analysis related to the Downtown Dublin project and other ongoing development activities.

Keyser Marston Associates has extensive experience in conducting fiscal studies and has been working with the City for several years on multiple projects such as the Downtown Specific Plan process and the Dublin Crossings development. Staff has been pleased with the consultant's expertise and level of service.

STRATEGIC PLAN INITIATIVE:

None.

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 Keyser Marston Associates, Inc.
- 2) Exhibit A to the Resolution – Second Amendment to the Consulting Services Agreement Between the City of Dublin and Keyser Marston Associates, Inc.
- 3) Consulting Services Agreement Between the City of Dublin and Keyser Marston Associates, Inc.
- 4) First Amendment to Consulting Services Agreement Between the City of Dublin and Keyser Marston Associates, Inc.

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 KEYSER MARSTON ASSOCIATES, INC.**

WHEREAS, on July 15, 2022, the City of Dublin and Keyser Marston Associates, Inc. entered into a Consulting Services Agreement for on-call real estate and development consulting services; and

WHEREAS, the agreement, set to expire on July 15, 2025, initially had a not-to-exceed amount of \$44,999; and

WHEREAS, an amendment was executed on November 2, 2022, following approval by the City Council through Resolution 125-22, to increase the not-to-exceed amount of the agreement to \$95,000, incorporating additional fiscal analysis related to the planned future extension of Dublin Boulevard; and

WHEREAS, the City and Keyser Marston Associates, Inc. now wish to modify Section 2 of the Agreement to increase the not-to-exceed amount from \$95,000 to \$145,000, encompassing additional financial analysis related to the Downtown Dublin project and other ongoing development activities; and

WHEREAS, Section 2.36.090 of the Dublin Municipal Code requires City Council approval of supplies, equipment, and services with a cost greater than or equal to \$45,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the Second Amendment to the Consulting Services Agreement with Keyser Marston Associates, Inc., 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 follow page}

PASSED, APPROVED AND ADOPTED this 2nd day of April 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mayor

City Clerk

**SECOND AMENDMENT TO CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND KEYSER MARSTON ASSOCIATES, INC.
FOR ON-CALL REAL ESTATE AND DEVELOPMENT CONSULTING SERVICES**

WHEREAS, on July 15, 2022, the City of Dublin (hereinafter referred to as "CITY") and Keyser Marston Associates, Inc. (hereinafter referred to as "CONSULTANT") entered into a Consulting Services Agreement for on-call real estate and development consulting services (hereinafter referred to as the "AGREEMENT"); and

WHEREAS, an amendment was executed on November 2, 2022, following approval by the City Council through Resolution 125-22, to increase the not-to-exceed amount of the agreement to \$95,000, incorporating additional fiscal analysis related to the planned future extension of Dublin Boulevard; and

WHEREAS, the City and Keyser Marston Associates, Inc. now wish to modify Section 2 of the Agreement to increase the not-to-exceed amount by \$50,000 to \$145,000, encompassing additional financial analysis related to the Downtown Dublin project and other ongoing development activities.

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 \$145,000, 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 B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

- 3) All requisite insurance policies to be maintained by the Consultant pursuant to the Agreement, as may have been amended from time to time, shall include coverage for the amended term, as described above.
- 4) The individuals executing this Amendment and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Amendment.

SIGNATURES ON THE FOLLOWING PAGE

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

CITY OF DUBLIN

By: _____
Linda Smith, City Manager

Dated: _____

ATTEST:

By: _____
Marsha Moore, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

KEYSER MARSTON ASSOCIATES, INC.

DocuSigned by:
Debbie Kern
By: _____
9CAB0FA6C05A475...
Debbie M. Kern, Managing Principal

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
KEYSER MARSTON ASSOCIATES, INC.
FOR ON CALL REAL ESTATE AND DEVELOPMENT CONSULTING SERVICES**

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and Keyser Marston Associates, Inc. ("Consultant") (together sometimes referred to as the "Parties") as of July 15, 2022 (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 July 15, 2025, upon the completion of the Services by the Consultant specified in Exhibit A, 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 for two one-year extensions upon the written consent of the Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Consultant's obligations hereunder.
- 1.5 **[Intentionally Deleted].**
- 1.6 **[Intentionally Deleted].**

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed \$44,999, 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 B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- 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.

[Intentionally Deleted].

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

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

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

- 2.6 [Intentionally Deleted].**

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

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

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

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

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

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of

insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence to City that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

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

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

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

- a. Certificate of Liability Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than \$1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection

against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including 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 with the exception of Consultants Professional Liability insurance, 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 with the exception of Consultant's proprietary computer models, 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:
- Keyser Marston Associates, Inc.
Attn: Debbie M. Kern
2040 Bancroft Way, Suite 302
Berkeley, CA 94704
- 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

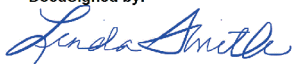
<u>Exhibit B</u>	Compensation Schedule & Reimbursable Expenses
<u>Exhibit C</u>	Indemnification

- 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:

E33836CFFC044E0...
Linda Smith, City Manager

KEYSER MARSTON ASSOCIATES, INC.

DocuSigned by:

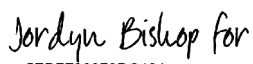
0761F035404D423...
Debbie M. Kern, Managing Principal

Attest:

DocuSigned by:

9BB70815D22F40A...
Marsha Moore, City Clerk

Approved as to Form:

DocuSigned by:

5ED7F38973DC484...
John D. Bakker, City Attorney

3070368.1

EXHIBIT A

SCOPE OF SERVICES



KEYSER MARSTON ASSOCIATES.
ADVISORS IN PUBLIC/PRIVATE REAL ESTATE DEVELOPMENT

July 6, 2022

ADVISORS IN:
REAL ESTATE
AFFORDABLE HOUSING
ECONOMIC DEVELOPMENT

BERKELEY
A. JERRY KEYSER
TIMOTHY C. KELLY
DEBBIE M. KERN
DAVID DOEZEMA

LOS ANGELES
KATHLEEN H. HEAD
JAMES A. RABE
GREGORY D. SOO-HOO
KEVIN E. ENGSTROM
JULIE L. ROMNEY
TIM BRETZ

SAN DIEGO
PAUL C. MAIRA

Hazel L. Wetherford
Economic Development Director
City of Dublin
100 Civic Plaza
Dublin, CA 94568

Re: Proposal to Provide On Call Real Estate Consulting Services

Dear Hazel:

In response to your request, Keyser Marston Associates, Inc. (KMA) is please to provide this proposal to provide as needed real estate and development consulting services.

As we understand it, the City of Dublin wishes to retain KMA on an as-needed basis to work on various real estate and development related assignments as they arise. The work will be conducted in accordance with KMA's current hourly rate schedule, which is attached.

Thank you for requesting this proposal. We look forward to working with the City of Dublin.

Sincerely,
KEYSER MARSTON ASSOCIATES, INC.

Debbie M Kern
Debbie M. Kern

2040 BANCROFT WAY, SUITE 302 > BERKELEY, CALIFORNIA 94704 > PHONE: 415 398 3050 > FAX: 415 397 5065

WWW.KEYSERMARSTON.COM

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99900

EXHIBIT B**COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES**

**KEYSER MARSTON ASSOCIATES, INC.
PUBLIC SECTOR HOURLY RATES**

	<u>2021/2022</u>
CHAIRMAN, PRESIDENT, MANAGING PRINCIPALS*	\$290.00
SENIOR PRINCIPALS*	\$280.00
PRINCIPALS*	\$260.00
MANAGERS*	\$235.00
SENIOR ASSOCIATES	\$195.00
ASSOCIATES	\$175.00
SENIOR ANALYSTS	\$160.00
ANALYSTS	\$140.00
TECHNICAL STAFF	\$100.00
ADMINISTRATIVE STAFF	\$85.00

Directly related job expenses not included in the above rates are: auto mileage, parking, air fares, hotels and motels, meals, car rentals, taxis, telephone calls, delivery, electronic data processing, graphics and printing. Directly related job expenses will be billed at 110% of cost.

Monthly billings for staff time and expenses incurred during the period will be payable within thirty (30) days of invoice date.

* Rates for individuals in these categories will be increased by 50% for time spent in court testimony.

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 negligence or willful misconduct in the 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 KEYSER MARSTON ASSOCIATES, INC.
FOR ON CALL REAL ESTATE AND DEVELOPMENT CONSULTING SERVICES**

WHEREAS, on **July 15, 2022**, the City of Dublin (hereinafter referred to as "CITY") and Keyser Marston Associates, Inc. (hereinafter referred to as "CONSULTANT") entered into a Consulting Services Agreement for on call real estate and development consulting services (hereinafter referred to as the "AGREEMENT"); and

WHEREAS, the existing project scope is in progress and Staff desires to include additional consulting services and increase the compensation, by \$50,001, for the agreement; and

WHEREAS, the CITY and CONSULTANT now wish to amend the Agreement to modify section 2 of the agreement.

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

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

COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed \$95,000, 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 B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

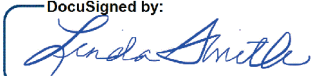
Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties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

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

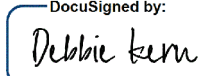
- 3) All requisite insurance policies to be maintained by the Consultant pursuant to the Agreement, as may have been amended from time to time, shall include coverage for the amended term, as described above.
- 4) The individuals executing this Amendment and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Amendment.

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:  _____
E33836CFFC044E0...
Linda Smith, City Manager

KEYSER MARSTON ASSOCIATES, INC.

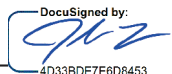
By:  _____
0761F035404D423...
Debbie M. Kern, Managing Principal

Dated: 11/4/2022 _____

ATTEST:

By:  _____
9B870815D22F40A...
Marsha Moore, City Clerk

APPROVED AS TO FORM:

By:  _____
4D33BDE7E6D8453...
City Attorney



STAFF REPORT CITY COUNCIL

DATE: April 2, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Amendment to Agreement with Anchor for On-Call Construction Management and Inspection Services
Prepared by: Julius Pickney, Management Analyst II

EXECUTIVE SUMMARY:

The City Council will consider approving an amendment to the agreement with Anchor for On-Call Construction Management and Inspection Services.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving an Amendment to the Agreement with Anchor for On-Call Construction Management and Inspection Services.

FINANCIAL IMPACT:

These services will be charged to the Public Works Department in accordance with the adopted annual operating budget, Capital Improvement Program project budgets, and/or developer deposit accounts.

DESCRIPTION:

The Public Works Department utilizes consultants on Capital Improvement Program (CIP) projects, private development projects, and for on-call, as-needed services. Services provided assist Staff in specific areas of technical and professional expertise. Consultants are solicited through an open and competitive request for qualifications (RFQ) process.

On June 15, 2021, the City Council adopted Resolution No. 72 - 21 approving an agreement with five companies for on-call construction management and inspection services. Resolution No. 72-21 also named eight other companies as deemed qualified as part of the RFQ and the City reserved the right to enter into on-call construction management and inspection services agreements with the eight other companies as needed. Anchor (formerly AnchorCM) is one of the eight companies deemed qualified as part of the RFQ solicitation.

On December 1, 2023, the City Manager approved and executed an agreement with Anchor for On-Call Construction Management and Inspection Services, with a not-to-exceed compensation amount of \$44,000 and an agreement term ending June 30, 2024. Services were to provide professional and technical services to manage the construction and inspection for assigned CIP, development, and permit projects.

Staff plans to utilize Anchor on additional project work, and accordingly, proposes amending the current agreement with Anchor to extend the term through June 30, 2026, and increasing the not-to-exceed compensation to \$1,000,000.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) Resolution Approving an Amendment to the Agreement with Anchor for On-Call Construction Management and Inspection Services
- 2) Exhibit A to the Resolution – Amendment to the Consulting Services Agreement Between the City of Dublin and Anchor
- 3) Consulting Services Agreement Between the City of Dublin and Anchor for On-Call Construction Management and Inspection Services

RESOLUTION NO. XX – 24

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

**APPROVING AN AMENDMENT TO THE AGREEMENT WITH ANCHOR FOR ON-CALL
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**

WHEREAS, in 2021, Staff prepared and initiated a Requests for Qualifications (RFQs) for Construction Management and Inspection Services; and

WHEREAS, during that time, Staff reviewed and selected the most qualified contractors and entered into agreements for these services and deemed eight other contractors qualified, including Anchor (formerly named AnchorCM); and

WHEREAS, the City entered into an agreement with Anchor on December 1, 2023, which expires on June 30, 2024; and

WHEREAS, the City wishes to amend the agreement with Anchor to extend the term to June 30, 2026, and increase the not-to-exceed compensation to \$1,000,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the amendment to the agreement with Anchor, attached hereto as **Exhibit A** to this Resolution.

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

PASSED, APPROVED AND ADOPTED this 2nd day of April 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

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

WHEREAS, on **December 1, 2023**, the City of Dublin (hereinafter referred to as "CITY") and **Anchor** (hereinafter referred to as "**CONSULTANT**") entered into a Consulting Services Agreement for **On-Call Construction Management and Inspection Services** (hereinafter referred to as the "AGREEMENT"); and

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

WHEREAS, the CITY and CONSULTANT now wish to amend the Agreement to extend the term through June 30, 2026 by modifying section 1.1 of the Agreement and to increase the not to exceed compensation amount to \$1,000,000 by modifying Section 2 of the Agreement; and

WHEREAS, the CITY and CONSULTANT now wish to amend the AGREEMENT to update the compensation schedule by modifying Exhibit B of the AGREEMENT.

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

- 1) Section 1.1 shall be rescinded in its entirety and replaced with the following:

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

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

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed \$1,000,000, notwithstanding any contrary indications that may be contained in the Consultant's proposal, for services to be performed and reimbursable costs incurred under his Agreement. In the event of a conflict between this Agreement and the Consultant's proposal, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at

the time and in the manner set forth herein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

- 3) Revised Exhibit B (Compensation Schedule & Reimbursable Expenses) of the AGREEMENT if amended per the attached.
- 4) Except to the extent inconsistent with this First Amendment, the Parties ratify and confirm all of the terms and conditions of the AGREEMENT.
- 5) All requisite insurance policies to be maintained by the Consultant pursuant to the Agreement, as may have been amended from time to time, shall include coverage for the amended term, as described above.
- 6) The individuals executing this Amendment and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Amendment.

SIGNATURES ON THE FOLLOWING PAGE

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

CITY OF DUBLIN

By: _____
Linda Smith D'Ambrosio, City Manager

ANCHOR ENGINEERING

DocuSigned by:
By:  _____
Bisa Grant, President and CEO

Dated: _____

ATTEST:

By: _____
Marsha Moore, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT B

ANCHOR 2023 – 2025 Fee Schedule			
Principal	2023	2024	2025
Forensic Engineer/Expert Witness	\$ 375	\$ 394	\$ 413
Principal Consultant	\$ 343	\$ 360	\$ 378
Principal-in-Charge	\$ 286	\$ 300	\$ 315
Engineer/Manager			
Project Principal Engineer/CM	\$ 251	\$ 264	\$ 277
Senior Engineer/CM	\$ 228	\$ 239	\$ 251
Associate Engineer/CM	\$ 201	\$ 211	\$ 222
Staff Engineer/CM Level 4 (PE or equivalent)	\$ 184	\$ 193	\$ 203
Staff Engineer/CM Level 3 (PE or equivalent)	\$ 171	\$ 180	\$ 189
Staff Engineer/CM Level 2 (EIT or equivalent)	\$ 147	\$ 154	\$ 162
Staff Engineer/Deputy CM Level 1	\$ 121	\$ 127	\$ 133
Engineering Technician			
Scheduler/Estimator	\$ 237	\$ 249	\$ 261
Senior Engineering Technician	\$ 164	\$ 172	\$ 181
Mid Engineering Technician	\$ 129	\$ 135	\$ 142
Engineering Technician	\$ 103	\$ 108	\$ 114
Junior Engineer/Assistant	\$ 116	\$ 122	\$ 128
Inspector			
Construction Representative/Senior Inspector	\$ 187	\$ 196	\$ 206
Prevailing Wage Building/Construction Inspector	\$ 175	\$ 184	\$ 193
Prevailing Wage Soils/AC Inspector	\$ 175	\$ 184	\$ 193
Project Administrative Staff			
Senior Contract Administrator/Senior Contract Manager	\$ 164	\$ 172	\$ 181
Bookkeeper	\$ 164	\$ 172	\$ 181
Contract Administrator/Contract Manager	\$ 114	\$ 120	\$ 126
Contract Administration Assistant	\$ 78	\$ 82	\$ 86

Notes:

1. For Inspectors, field vehicles will be billed at \$1,700/month; cell phone and mobile broadband service billed at \$90/mo.
2. Mileage reimbursement per IRS published rate.
3. Other direct costs (ODCs) are billed at cost.
4. Subconsultant fees are billed separately at cost plus 10%.
5. 4- and 8-hour minimums apply for cancellations, tasks requiring travel, and legal appearances.
6. Contract project staff will be billed at the contract rate for legal work and appearances, with yearly escalations applied.
7. Inspector rates meet requirements of the California Department of Industrial Relations.
8. Overtime and double-time hours will be billed at 1.5x and 2.0x stated rates.
9. Special shift hours will be billed at 1.1x stated, overtime and double time rates.

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
ANCHOR
FOR
ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and Anchor ("Consultant") (together sometimes referred to as the "Parties") as of December 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 June 30, 2024, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant for the provision of the services described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Consultant's obligations hereunder.
- 1.5 **Public Works Requirements.** Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not

limited to, inspection and land surveying work,” the services constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the California Labor Code applicable to public works, to the extent set forth in Exhibit D.

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

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed \$44,000, notwithstanding any contrary indications that may be contained in Consultant’s proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant’s proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- A copy of the applicable time entries or time sheets shall be submitted showing the following:
 - Daily logs of total hours worked by each individual performing work under this Agreement
 - Hours must be logged in increments of tenths of an hour or quarter hour
 - If this Agreement covers multiple projects, all hours must also be logged by project assignment
 - A brief description of the work, and each reimbursable expense
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;
- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.

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

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

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

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement,

unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.
- 2.6 Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

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

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

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

insurance required herein for the subcontractor(s) and provided evidence to City that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

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

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

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

- a. Certificate of Liability Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.
- c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation.
- d. For any claims related to this Agreement or the work hereunder, the Consultant’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

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

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

4.3 Professional Liability Insurance.

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

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

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

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least 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:
Anchor
Attn: Erin Hanigan
P.O. Box 2261
Dublin, CA 94568
- Any written notice to City shall be sent to:
- City of Dublin
Att:City Engineer
100 Civic Plaza
Dublin, CA 94568
- 10.11 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, C, and D represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.
- | | |
|------------------|--|
| <u>Exhibit A</u> | Scope of Services |
| <u>Exhibit B</u> | Compensation Schedule & Reimbursable Expenses |
| <u>Exhibit C</u> | Indemnification |
| <u>Exhibit D</u> | California Labor Code Section 1720 Information = |
- 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

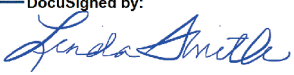
signature. Both Parties desire this Agreement to be electronically signed in accordance with applicable federal and California law. Either Party may revoke its agreement to use electronic signatures at any time by giving notice to the other Party.

- 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.

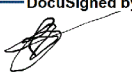
SIGNATURES ON FOLLOWING PAGE

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.

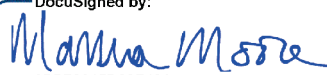
CITY OF DUBLIN

DocuSigned by:

E33836CFFC044E0...
Linda Smith, City Manager

ANCHOR

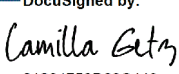
DocuSigned by:

5D88A438782B425...
Bisa Grant, President and CEO

Attest:

DocuSigned by:

9BB70815D22F40A...
Marsha Moore, City Clerk

Consultant's DIR Registration Number
(if applicable)

Approved as to Form:

DocuSigned by:

21204750D69C449...
Camilla Getz, City Attorney

3070368.1

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services is intended as a guide to illustrate the minimum project requirements. The Consultant Construction Management Team will provide professional and technical services to manage the construction, and inspection, for the assigned project under the supervision of the City of Dublin. The Consultant shall provide all other necessary equipment, vehicle(s), cell phone, tools of the trade, etc. necessary for the project team to successfully complete the project.

Services During Pre-Construction:

The Construction Manager will assist City Staff in the following:

1. Perform a review of the construction documents issued to the City for review and provide recommendations regarding feasibility of construction methods, current availability of materials and labor and time requirements for procurement. Identify materials or services which may have a long lead time and could impact to the project. Provide written comments to the City for incorporation into the bid documents by addendum if necessary.
2. Work with the City to develop strategies to generate market interest in the Project.
3. Take the lead in managing the bid process including receiving bidder's questions, distributing information to the Owner and their consultant, issuing bid addendums, analyzing bids and ultimately make a recommendation of award to the City Project Manager. Provide documentation and substantiation to allow staff to gain Council approval of award.
4. Maintain an electronic project management filing system on the City's network using the Microsoft office suite.
5. Work with and provide project specific construction recommendations to the design team. Review and provide comment on the construction logistics plans produced by the design team.

Services During Construction:

The Construction Manager will represent the City during construction of the project. The Construction Manager will perform the following specific services:

1. Coordinate the efforts of the engineer, contractor, local agencies, and City to ensure proper communication and progress of the project. Act as liaison to the City through the City's Project Manager.
2. Schedule, direct and supervise the Project Inspector or work with the City's Sr. Inspector in assignment of inspection staff.
3. Coordinate all required testing services and review testing reports and materials testing personnel.
4. Provide on-site coordination to assure that the project meets the Plans and Specifications and stays on budget and schedule.
5. Review, evaluate, and furnish recommendations to the City regarding contractor's performance, construction schedule and any other matters related to compliance with the contract.

6. Provide a daily log of events and activities so as to secure the City's interests and monitor work accomplished in accordance with the contract.
7. Review, track and assist in the preparation of responses to Contractor RFI's.
8. Review, track and assist in the review of Contractor submittals.
9. Review and track certificates of compliance and product submittals for conformance to the project Special Provisions and/or Caltrans Standard Specifications and Plans.
10. Provide a monthly update outlining project status, schedule, submittals, RFI's, and change order issues. Include pertinent photos or supporting documents. The report should include an analysis of any potential delays and their actual relevance. The report should be suitably formatted to share with the City Manager's Office.
11. Issue Weekly Statement of Days Charged.
12. Review and furnish contract correspondence, minutes of meetings and directives to be issued to secure the interests of the City.
13. Review and make recommendations regarding payments to contractor including Change Orders, when applicable, and recommendations regarding any proposed changes. Prepare and provide cost analysis where necessary to verify change order costs generated by the Contractor are reasonable and correct in scope.
14. Attend all construction-related site meetings with the City's representatives, contractors, and other meetings between related parties as required. Maintain separate notes on such meetings.
15. Verify that the Contractor complies with the requirement of the project's water pollution control and staff the project with the required personal and submit necessary documentation to the SMART system.
16. Assist the Design Consultants Team to ensure compliance with the project's various environmental requirements and permits
17. Assist with providing any information to the City Departments as required.
18. Monitor contractor's construction activities to ensure the General Contractor is providing proper planning and coordination of work crews and of subcontractors for the execution of the project work.
19. Identify potential claims and make recommendations to resolve them.
20. Upon completion of the project work, provide a punch list review and recommendation of Project Acceptance.
21. Upon completion of the project work, review all of the Contractor's final submittals to ensure their compliance with final project close-out requirements.

22. The construction Contractor shall be responsible for job site safety. Should a safety or hazardous condition be discovered by the Construction Management Team, it shall be brought to the attention of the Contractor and inform the City.

The Project Inspector will represent the City during construction and report to the Construction Manager or Inspector of Record or City Representative:

1. Provide on-site inspection to assure that the project is constructed in compliance with the Plans and Specifications.
2. Perform the duties designated by the City's Building Department Inspector or Inspector of Record for the project.
3. Provide inspectors daily report of events, manpower, and activities so as to secure the City's interests and monitor work accomplished in accordance with the contract. Daily progress pictures shall be incorporated into the report.
4. Take digital photographs and digital video tape recordings of the construction progress on a regular basis, including pre-construction conditions within the project limits.
5. Collect material tags and verify materials on site meet project specifications and project submittals.
6. Maintain a redline set of as-built plans and specifications.
7. Track and field-verify quantities of actual improvements installed by the Contractor and maintain a quantity bid sheet for each bid item of work.
8. Assists the Construction Manager or City Representative in review and recommendation of progress payments.
9. Track and document Time and Materials work issued to the Contractor.
10. Working with the Construction Manager and other agencies and permit holders to issue a project punch-list.

Post-Construction Services:

1. Provide marked up construction record drawings (as-built drawings) for designer completion.
2. Coordinate and prepare final progress payment.
3. Provide final inspection services and project closeout activities including preparation of final construction project report and other documents required by City of Dublin, City Building Department or Authority having Jurisdiction and resolve all contractor claims if any.
4. Resolution of all contract issues, warranties, bonds, etc.

Turn all construction documents over to the City of Dublin.

EXHIBIT B**COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES**

ANCHOR 2023 – 2025 Fee Schedule			
Principal	2023	2024	2025
Forensic Engineer/Expert Witness	\$ 375	\$ 394	\$ 413
Principal Consultant	\$ 343	\$ 360	\$ 378
Principal-in-Charge	\$ 286	\$ 300	\$ 315
Engineer/Manager			
Project Principal Engineer/CM	\$ 251	\$ 264	\$ 277
Senior Engineer/CM	\$ 228	\$ 239	\$ 251
Associate Engineer/CM	\$ 201	\$ 211	\$ 222
Staff Engineer/CM Level 4 (PE or equivalent)	\$ 184	\$ 193	\$ 203
Staff Engineer/CM Level 3 (PE or equivalent)	\$ 171	\$ 180	\$ 189
Staff Engineer/CM Level 2 (EIT or equivalent)	\$ 147	\$ 154	\$ 162
Staff Engineer/Deputy CM Level 1	\$ 121	\$ 127	\$ 133
Engineering Technician			
Scheduler/Estimator	\$ 237	\$ 249	\$ 261
Senior Engineering Technician	\$ 164	\$ 172	\$ 181
Mid Engineering Technician	\$ 129	\$ 135	\$ 142
Engineering Technician	\$ 103	\$ 108	\$ 114
Junior Engineer/Assistant	\$ 116	\$ 122	\$ 128
Inspector			
Construction Representative/Senior Inspector	\$ 187	\$ 196	\$ 206
Prevailing Wage Building/Construction Inspector	\$ 175	\$ 184	\$ 193
Prevailing Wage Soils/AC Inspector	\$ 175	\$ 184	\$ 193
Project Administrative Staff			
Senior Contract Administrator/Senior Contract Manager	\$ 164	\$ 172	\$ 181
Bookkeeper	\$ 164	\$ 172	\$ 181
Contract Administrator/Contract Manager	\$ 114	\$ 120	\$ 126
Contract Administration Assistant	\$ 78	\$ 82	\$ 86

Notes:

1. For Inspectors, field vehicles will be billed at \$1,700/month; cell phone and mobile broadband service billed at \$90/mo.
2. Mileage reimbursement per IRS published rate.
3. Other direct costs (ODCs) are billed at cost.
4. Subconsultant fees are billed separately at cost plus 10%.
5. 4- and 8-hour minimums apply for cancellations, tasks requiring travel, and legal appearances.
6. Contract project staff will be billed at the contract rate for legal work and appearances, with yearly escalations applied.
7. Inspector rates meet requirements of the California Department of Industrial Relations.
8. Overtime and double-time hours will be billed at 1.5x and 2.0x stated rates.
9. Special shift hours will be billed at 1.1x stated, overtime and double time rates.

10. Rates for future calendar years will be increased by 5% annually on January 1 of each year.

EXHIBIT C

INDEMNIFICATION

- A. Consultant shall, to the extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.
- B. With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.
- C. Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the sole negligence or willful misconduct of the City.
- D. Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

EXHIBIT D**PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS
PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 ET SEQ.****HOURS OF WORK:**

- A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.
- B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to 8 hours during any one calendar day, and 40 hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of 8 hours during any one calendar day and 40 hours during any one calendar week is permitted upon compensation for all hours worked in excess of 8 hours during any one calendar day and 40 hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- C. The Consultant and its subcontractors shall forfeit as a penalty to the City \$25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

- A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Consultant and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.
- B. In accordance with California Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes a penalty for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Consultant or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of

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

1. The contract executed between the Consultant and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 2. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
 3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.
 4. Prior to making final payment to the subcontractor, the Consultant shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.
- C. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
1. The information contained in the payroll record is true and correct.
 2. The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be submitted directly to the Labor Commission, and available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the

Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

- D. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- E. In case it becomes necessary for the Consultant or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Consultant or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

3070368.1

STAFF REPORT CITY COUNCIL

DATE: April 2, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Weed and Combustible Refuse Abatement Order
Prepared by: Bonnie Terra, Division Chief

EXECUTIVE SUMMARY:

The City Council will conduct the public hearing in accordance with Resolution 06-24 (adopted February 6, 2024) declaring that there is a public nuisance created by weeds and combustible debris growing and accumulating upon the streets, sidewalks, and property in the City of Dublin. Notice of this declaration was posted and letters sent to those property owners with violations.

STAFF RECOMMENDATION:

Conduct the public hearing, deliberate, and by motion, direct Staff to continue the weed abatement process.

FINANCIAL IMPACT:

Initial cost of abatement and administration fee will be billed to the property owners if they fail to abate the problem. There will be no net cost to the City.

DESCRIPTION:

In accordance with Resolution No. 06-24 (Attachment 1), the City Council declared that there is a public nuisance created by weeds and combustible debris growing and accumulating upon the streets, sidewalks, and property within the City of Dublin. With this declaration, the Fire Chief or his designee shall notify property owners of violations and order abatement without delay. If the abatement is not completed, the City of Dublin shall, at the expense of the owners, have the weeds or refuse removed.

The declaration of a hazard was approved by the City Council on February 6, 2024. Following that approval, a Notice to Destroy or Remove Weeds and Refuse was posted (Attachment 2). This year, 187 inspections were conducted during the week of March 4, 2024 and 21 1st Notice letters (Attachment 3) were sent to property owners during the week of March 11, 2024 advising them to abate the hazard.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

In accordance with State law, a public notice was published in the *East Bay Times* and posted in several locations throughout the City. The Staff Report and attachments were made available for public review 10 days prior to the public hearing. The City Council Agenda was posted.

ATTACHMENTS:

- 1) Resolution 06-24 Declaring Weeds and Combustible Refuse a Public Nuisance and Ordering the Abatement Thereof
- 2) Notice to Destroy or Remove Weeds and Refuse
- 3) 1st Notice Letter

RESOLUTION NO. 06 – 24**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN****DECLARING WEEDS AND COMBUSTIBLE REFUSE A PUBLIC NUISANCE AND
ORDERING THE ABATEMENT THEREOF**

WHEREAS, Government Code Section 39502 et. seq. authorizes the legislative body of a city to adopt an Ordinance to provide for the abatement of weeds and combustible refuse; and

WHEREAS, the Alameda County Fire Department is under contract to provide services and exercise the powers common to the City of Dublin; and

WHEREAS, the City of Dublin did adopt Ordinance No. 13-97, adding Chapter 5.70 of the Dublin Municipal Code [Weeds and Refuse] providing for the abatement of weeds and refuse.

NOW, THEREFORE BE IT RESOLVED that:

1. Pursuant to section 5.70.030 of the Dublin Municipal Code, the Alameda County Fire Department and the City of Dublin hereby declare as public nuisances all weeds and refuse growing or accumulating upon the streets, sidewalks, and property as defined in section 5.70.030, in the City of Dublin.

2. The Fire Chief, or his designee, shall cause notice to be given to the public in the form and manner provided in sections 5.70.030 and 5.70.040 of the Dublin Municipal Code, notifying said public of the passage of this Resolution and further that on April 2, 2024, at 7:00 p.m., the City Council of the City of Dublin will conduct a public hearing to hear and consider objections to this abatement order.

PASSED, APPROVED AND ADOPTED this 6th day of February 2024, by the following vote:

AYES: Councilmembers Hu, Josey, McCorriston, Qaadri and Mayor Hernandez

NOES:

ABSENT:

ABSTAIN:

DocuSigned by:

Melissa Hernandez

Mayor

ATTEST:

DocuSigned by:

Mama Mose
City Clerk



CITY OF DUBLIN

PUBLIC HEARING NOTICE

City Council

April 2, 2024 at 7:00pm
Council Chamber, 100 Civic Plaza, Dublin

NOTICE is hereby given that a **PUBLIC HEARING** will be held before the **CITY COUNCIL** of the City of Dublin. This Public Hearing will be held in-person in the Council Chamber. The meeting will be broadcast live on Comcast TV channel 28, livestreamed on www.tv28live.org, and streamed on the City's website at <https://dublin.ca.gov/ccmeetings>.

Project Name: Notice to Destroy or Remove Weeds and Refuse 2024

Project Description: Removal of Weeds Surrounding Home and Commercial Locations

Project Location: Dublin, CA

You are invited to attend this meeting in-person and provide feedback regarding the project. Members of the public who wish to participate in the meeting electronically have the option of giving public comment electronically by filling out an online speaker slip. Online speaker slips will be available at www.dublin.ca.gov beginning at 10:00 a.m. on April 2, 2024, and the public will be able to address the City Council in person or using a computer or smart phone via a link that will be provided following submission of a speaker slip. A telephonic option will also be available.

Anyone instituting a legal challenge to the Public Hearing item noted above may be limited to addressing only those issues raised at the Public Hearing described in this Notice, or in written correspondence delivered to the City of Dublin, City Clerk, 100 Civic Plaza, Dublin, CA 94568 at or prior to the Public Hearing.

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 Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and resolve any doubt in favor of accessibility.

Additional Resources: Staff Report for this item will be available on the City's website the Friday prior to this hearing: www.dublin.ca.gov

Name: Fire Prevention
Phone Number: (925) 833-6606
Email: firepermits@dublin.ca.gov

Date: 3/16/2024



Alameda County Fire Department

FIRE PREVENTION

www.acgov.org/fire

WILLIAM L. McDONALD
Fire Chief

March 13, 2024

**COUNTY
FIRE PREVENTION**
6363 Clark Street
Dublin, CA 94568
Tel (510) 632-3473
Fax (925) 875-9387

«Property_Owner»
«Mail_to_COMPANY»
«Mail_to_ADDRESS»
«Mail_to_CITY_STATE_ZIP»

**DUBLIN
FIRE PREVENTION**
100 Civic Plaza
Dublin, CA 94568
Tel (925) 833-6606
Fax (925) 829-9248

SUBJECT PROPERTY

«Parcel_No»
«Street_» «Street_Name»

**EMERYVILLE
FIRE PREVENTION**
1333 Park Avenue
Emeryville, CA 94608
Tel (510) 596-3759
Fax (510) 450-7812

The above subject property was inspected the week of March 4, 2024 and determined to be in violation of Section 5.70.020 of the Municipal Code of the City of Dublin. The Weed, Rubbish and Litter Ordinance 13-97 designed to minimize or eliminate weeds, or other nuisances, before they become a hazard. The Ordinance applies to violations anywhere on the property, whether in an open field, front yard, enclosed side yard, or rear yard. A copy of the removal requirements is enclosed for your reference.

**NEWARK
FIRE PREVENTION**
37101 Newark Blvd.
Newark, CA 94560
Tel (510) 578-4218
Fax (510) 578-4281

By checking your property now and eliminating any hazards, you can avoid possible enforcement action and any related fees. Abatement shall be in accordance with the enclosed removal requirements.

**SAN LEANDRO
FIRE PREVENTION**
835 E. 14th Street
San Leandro, CA 94577
Tel (510) 577-3317
Fax (510) 618-3445

The City Council of the City of Dublin will conduct a Public Hearing on Tuesday, April 2, 2024, to hear and consider objections to this abatement order.

**UNION CITY
FIRE PREVENTION**
34009 Alvarado-Niles Road
Union City, CA 94587
Tel (510) 675-5470
Fax (510) 487-2117

The Fire Prevention division will re-inspect your property on or after April 8, 2024, to verify compliance. If there are no violations noted, there will be no further notices or inspections required.

Failure to abate your property may ultimately result in a City of Dublin contractor abating your property and an additional administrative fee being added to the contractor's cost. If it becomes necessary to place a levy on your property to recover unpaid fees, there may also be an additional charge.

Remember, to avoid any charges or a citation, all weeds and debris must be removed by the above listed date and maintained throughout the year.

Your cooperation is appreciated, and we thank you for your efforts in maintaining a fire safe community.

If you have any questions regarding this notice, please contact the Alameda County Fire Department, Dublin Fire Prevention Division at (925) 833-6606.

Enclosure



STAFF REPORT CITY COUNCIL

Agenda Item 7.1

DATE: April 2, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Approval of the City's Two-Year Strategic Plan for Fiscal Years 2024-25 and 2025-26
Prepared by: Colleen Tribby, Assistant City Manager

EXECUTIVE SUMMARY:

The City Council will consider approval of the City's Two-Year Strategic Plan for Fiscal Years 2024-25 and 2025-26. The Strategic Plan includes the City's Mission, Vision, and Values as well as strategies and objectives which will guide the City's work for the next two years. The City Council discussed proposed strategies and objectives at the March 1, 2024 Strategic Planning session.

STAFF RECOMMENDATION:

Adopt the Resolution Approving the Two-Year Strategic Plan for Fiscal Years 2024-25 and 2025-26.

FINANCIAL IMPACT:

The Proposed Budget for Fiscal Years 2024-25 and 2025-26 will include the allocation of resources to fund the activities identified in the Two-Year Strategic Plan.

DESCRIPTION:

The City Council held a Special Meeting on March 1, 2024 at the Shannon Community Center to discuss the Two-Year Strategic Plan, which includes the City's Mission, Vision, and Values, as well as strategies and objectives to focus on over the next two years. The session was facilitated by Dan Rich of Renne Public Management Group (RPMG) and included presentations from Staff on the upcoming budget and Capital Improvement Program. This Staff Report presents the changes to the Strategic Plan as agreed to by the City Council at the session. A clean version of the Strategic Plan is included as Exhibit A to the Resolution. The facilitator's summary report of the session is included as Attachment 3.

Mission, Vision, and Values

The City Council concurred on the following changes to the City's Mission (strikeout for deletions and red for additions).

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

There are no recommended changes to the City's Vision. The Values also remain the same but are now ordered alphabetically.

Strategic Plan Objectives

The City Council agreed on the following five strategies and specific objectives to guide the City's work over the next two years.

1. Economic Development, Small Business Support, and Downtown Dublin

- a) Support the implementation of the 2024 Economic Development Strategy, including pursuing growth industries.
- b) Work with ARA and Hines on the development of the Dublin Commons project, including associated public improvements, relocation of tenants, development agreement and appropriate incentives to effectuate physical changes to the area, as well as support for small businesses.
- c) Continue supporting the Fallon-East Economic Development Zone and associated agreements that effectuate the construction of the Dublin Blvd. Extension.
- d) Continue to evaluate and implement small business programs that provide financial assistance, business development, permit processing, and support services to the community.

2. Public Safety

- a) Work with County officials on Santa Rita Jail release procedures and services to improve the safety of adjacent neighborhoods.
- b) Continue to invest in public safety technology and programs that advance proactive, community policing and protect citizens and law enforcement.
- c) Establish a Business Watch program to collaboratively address commercial theft.
- d) Work with Alameda County Fire on upgrades to fire stations to improve safety and efficiency of operations.
- e) Develop a more comprehensive security infrastructure for City facilities, including video surveillance, building access and improvements, and alarm systems.

3. Housing Inclusivity and Affordability

- a) Implement the goals, policies, and programs in the 2023-2031 Housing Element.
- b) Support efforts to produce housing affordable at all levels of income.
- c) Support programs that facilitate homeownership such as the First-Time Home Buyer Loan Program.
- d) Support development of housing types to support essential workers, younger buyers, and seniors.
- e) Support efforts to address housing for special needs communities.

4. Inclusive and Effective Government

- a) Set reserves aside for major infrastructure investments which are key to the City's economic future.
- b) Develop policies and procedures to address transition to District-based elected officials.
- c) Implement DEI Action Plan and continue to use a diversity, equity, and inclusion lens in organizational development and programming.
- d) Conduct ongoing outreach and garner feedback on services and programs to meet the community's needs.
- e) Evaluate ways to increase transparency in finance, policing, and development and infrastructure projects.
- f) Continue proactive evaluation of policies and procedures and ensure cybersecurity infrastructure and practices are sufficient to protect the City's assets.

5. Long-Term Infrastructure and Sustainability Investments

- a) Continue to explore funding mechanisms for capital and ongoing maintenance needs.
- b) Focus on major street improvements to assist in improving safety and traffic movement, including Village Parkway, Tassajara Road, and the Dublin Boulevard extension.
- c) Continue to make progress on the Climate Action Plan and sustainable operations.
- d) Evaluate options for a sustainable pavement management program.
- e) Evaluate use of General Fund reserves to address asset replacement needs.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) Resolution Approving the Two-Year Strategic Plan for Fiscal Years 2024-25 and 2025-26
- 2) Exhibit A to the Resolution – Two-Year Strategic Plan
- 3) 2024-26 Strategic Planning: Summary Report

RESOLUTION NO. XX – 24**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN****APPROVING THE TWO-YEAR STRATEGIC PLAN FOR
FISCAL YEARS 2024-25 AND 2025-26**

WHEREAS, the City Council adopts a Strategic Plan every two years to set the overall direction for the City, guiding resources and setting specific objectives to drive City action; and

WHEREAS, on March 1, 2024, the City Council held a Strategic Planning session to review, discuss, and identify additions or changes to the strategies and objectives in the City's Strategic Plan; and

WHEREAS, at the Strategic Planning session, the City Council identified the following strategy areas for Fiscal Years 2024-25 and 2025-26: (1) Economic Development, Small Business Support, and Downtown Dublin, (2) Public Safety, (3) Housing Inclusivity and Affordability, (4) Inclusive and Effective Government, and (5) Long-Term Infrastructure and Sustainability Investments.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the Two-Year Strategic Plan as attached hereto as **Exhibit A** to this Resolution.

BE IT FURTHER RESOLVED that the approved Two-Year Strategic Plan shall be incorporated in the Proposed Budget for Fiscal Years 2024-25 and 2025-26.

PASSED, APPROVED AND ADOPTED this 2nd day of April 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

Exhibit A to the Resolution**City of Dublin Two-Year Strategic Plan****Mission**

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

Vision

Dublin is a great community to live, work, and raise a family.

Values

Dublin values:

- **Business** – We will provide a full spectrum of opportunity by supporting current and prospective businesses through ongoing economic development efforts and helping them grow and thrive locally.
- **Customer Service** – We will provide welcoming, excellent customer services to our residents and businesses at all times.
- **Diversity** – We will support a wide range of programs and events that reflect and cater to the diversity of our residents.
- **Environmental Sustainability** – We will continue to lead in building a well-planned sustainable community and protecting our natural resources.
- **Equity** – We will deliver our services in a way that ensures equitable access to all.
- **Finances** – We will strive to be fiscally transparent and balance our budgets annually.
- **History** – We will honor our history through places and programs that remind people of our beginnings.
- **Inclusivity** – We will advocate for programs and policies that support inclusive access to housing and cultural opportunities.
- **Innovation** – We will continue to innovate in every aspect of government and promote innovation within the business community.
- **Living an Active Lifestyle** – We will continuously promote an active lifestyle through our parks and facilities and encourage participation in local sports.
- **Safety** – We are dedicated to excellent public safety resources, including police and fire.

Strategic Areas and Objectives**1. Economic Development, Small Business Support, and Downtown Dublin**

Exhibit A to the Resolution

City of Dublin Two-Year Strategic Plan

- a) Support the implementation of the 2024 Economic Development Strategy, including pursuing growth industries.
- b) Work with ARA and Hines on the development of the Dublin Commons project, including associated public improvements, relocation of tenants, development agreement and appropriate incentives to effectuate physical changes to the area, as well as support for small businesses.
- c) Continue supporting the Fallon-East Economic Development Zone and associated agreements that effectuate the construction of the Dublin Blvd. Extension.
- d) Continue to evaluate and implement small business programs that provide financial assistance, business development, permit processing, and support services to the community.

2. Public Safety

- a) Work with County officials on Santa Rita Jail release procedures and services to improve the safety of adjacent neighborhoods.
- b) Continue to invest in public safety technology and programs that advance proactive, community policing and protect citizens and law enforcement.
- c) Establish a Business Watch program to collaboratively address commercial theft.
- d) Work with Alameda County Fire on upgrades to fire stations to improve safety and efficiency of operations.
- e) Develop a more comprehensive security infrastructure for City facilities, including video surveillance, building access and improvements, and alarm systems.

3. Housing Inclusivity and Affordability

- a) Implement the goals, policies, and programs in the 2023-2031 Housing Element.
- b) Support efforts to produce housing affordable at all levels of income.
- c) Support programs that facilitate homeownership such as the First-Time Home Buyer Loan Program.
- d) Support development of housing types to support essential workers, younger buyers, and seniors.
- e) Support efforts to address housing for special needs communities.

4. Inclusive and Effective Government

- a) Set reserves aside for major infrastructure investments which are key to the City's economic future.
- b) Develop policies and procedures to address transition to District-based elected officials.
- c) Implement DEI Action Plan and continue to use a diversity, equity, and inclusion lens in organizational development and programming.

Exhibit A to the Resolution

City of Dublin Two-Year Strategic Plan

- d) Conduct ongoing outreach and garner feedback on services and programs to meet the community's needs.
- e) Evaluate ways to increase transparency in finance, policing, and development and infrastructure projects.
- f) Continue proactive evaluation of policies and procedures and ensure cybersecurity infrastructure and practices are sufficient to protect the City's assets.

5. Long-Term Infrastructure and Sustainability Investments

- a) Continue to explore funding mechanisms for capital and ongoing maintenance needs.
- b) Focus on major street improvements to assist in improving safety and traffic movement, including Village Parkway, Tassajara Road, and the Dublin Boulevard extension.
- c) Continue to make progress on the Climate Action Plan and sustainable operations.
- d) Evaluate options for a sustainable pavement management program.
- e) Evaluate use of General Fund reserves to address asset replacement needs.



2024-26 STRATEGIC PLANNING SESSION: SUMMARY REPORT

City of Dublin

March 2024

Prepared by:
Dan Rich -
Renne Public
Management
Group

RPMG
MANAGEMENT GROUP



2024-26 City Council Strategic Planning Session

Final Report

Introduction

The City Council of Dublin conducts a bi-annual Strategic Planning Session to provide direction to staff on priorities for the coming two years, and to hear from the public on their interests related to priorities for the City and its residents. The process ensures that Council and staff are aligned on where time and resources should be focused. The 2024-26 Strategic Planning Session was held on March 1 at the Shannon Community Center, with Mayor Hernandez presiding and all five Councilmembers in attendance.

City Manager Linda Smith, Assistant City Manager Colleen Tribby, City Attorney John Bakker, and key management staff were present at the meeting, which was facilitated by Dan Rich from the Renne Public Management Group (RPMG). Ultimately, *a Strategic Plan with five major goals and 25 priority projects was endorsed by the Council* and is attached as Exhibit A to this report. The slides from the day are also attached as Exhibit B. A summary of the session follows.

Background

Planning for the session began long before the actual meeting on March 1. The effort started in December with the hiring of RPMG, followed by Dan Rich's appointment as facilitator for the Strategic Planning process. Dan Rich kicked off the project by getting an overview from the City Manager and then conducting one-on-one meetings with each member of the Council in January to discuss their priorities for the two-year cycle. After summarizing key takeaways of these meetings with the City Manager and Assistant City Manager, staff went through an organized process to determine the proposed Strategic Goals and specific priority projects.

At the March 1 session, staff presented a recommended two-year Strategic Plan with 23 specific projects, categorized in the following 5 major strategic categories:

- **Economic Development, Small Business Support, and Downtown Dublin**
- **Public Safety**
- **Housing for All**
- **Inclusive and Effective Government**
- **Long-Term Infrastructure Investments**

Below is the agenda for the March 1 Priority Setting Session, which was called to order by the Mayor just after 2:00 PM.

Agenda

- *Introductory Comments*
- *Public Comments*
- *Agenda Overview & Format*
- *Icebreaker Activity*
- *Check-ins*
- *Review of Two-Year Strategic Plan Accomplishments*
- *Budget and CIP Review*
- *Recommended 2024-26 Strategic Goals*
- *Introduction of Recommended Priorities*
- *Council Discussion & Possible Changes to the Priorities*
- *Vote on any Changes*

Ground Rules & Guiding Principles

After introductory comments by the Mayor and City Manager, and solicitation of public comments (there were none), the facilitator reviewed the agenda and introduced the following suggested ground rules:

1. All voices matter (but only one at a time, please!).
2. Actively listen and contribute, with curiosity and respect.
3. Be constructive when providing feedback or asking questions.

4. Recognize common interests and goals.
5. Use the “Bike Rack” for items that can’t be dealt with today.
6. Enjoy the afternoon.

The Council did not make any changes to the suggested ground rules.

The facilitator then presented “Guiding Principles” to the Council, designed to acknowledge the importance of prioritizing goals, ensure clarity of roles, and focus staff work on the Council’s priorities. The Council adopted the following without making any changes:

1. If everything is a priority, nothing is a priority.
2. The bulk of staff’s time is spent on day-to-day operations.
3. There is limited capacity for special projects.
4. A limited number of Strategic Goals help focus attention and resources.
5. Make a plan and stick with it (two-step process for changes).



Check-Ins

After a fun icebreaker activity comprising Dublin trivia questions, the facilitator asked Council to confirm or tweak their foundational documents: Mission, Vision, Values and Norms.

Mission

On the mission, after some dialogue, the Council made the following changes (with strikeout for deletions and red for additions):

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

Vision

No changes were made, so it continues to read:

Dublin is a great community to live, work, and raise a family.

Values

The Council was comfortable with the 11 values but wanted them stated in alphabetical order so as not to suggest one is of higher priority than another. They are:

- **Business** – We will provide a full spectrum of opportunity by supporting current and prospective businesses through ongoing economic development efforts and helping them grow and thrive locally.
- **Customer Service** – We will provide welcoming, excellent customer services to our residents and businesses at all times.
- **Diversity** – We will support a wide range of programs and events that reflect and cater to the diversity of our residents.
- **Environmental Sustainability** – We will continue to lead in building a well-planned sustainable community and protecting our natural resources.
- **Equity** – We will deliver our services in a way that ensures equitable access to all.
- **Finances** – We will strive to be fiscally transparent and balance our budgets annually.
- **History** – We will honor our history through places and programs that remind people of our beginnings.
- **Inclusivity** – We will advocate for programs and policies that support inclusive access to housing and cultural opportunities.
- **Innovation** – We will continue to innovate in every aspect of government and promote innovation within the business community.
- **Living an Active Lifestyle** – We will continuously promote an active lifestyle through our parks and facilities and encourage participation in local sports.
- **Safety** – We are dedicated to excellent public safety resources, including police and fire.

Norms

The Council did not change the Norms, last updated in 2019, but did agree that they should be revisited at the team building session for the new Council in 2025. The Norms remain:

1. We trust each other.
2. We show respect and fairness to each other.
3. We communicate well and practice active listening with each other.
4. We accept the majority position once a decision is made and will support it moving forward.
5. We lead by positive example.
6. We strive to be collaborative and seek consensus as our preferred decision-making method.
7. We respect the different roles of Council and staff.
8. We make decisions based on principles and values.
9. We will not access the Internet or use any form of technology during Council meetings regarding agenda items.
10. We will come prepared to Council meetings, having read the staff report prior to the meeting.
11. We advocate for our decisions and communicate our reasoning.

“Bike Rack”

Throughout the afternoon, the Council brought up the following issues to be addressed later:

- Revisit the “Norms” as part of the Council teambuilding in 2025.
- Present the “Values” in alphabetical order.
- Memorialize meetings related to Fallon East.

Review of the 2022-24 Strategic Goals & Accomplishments

Staff discussed the accomplishments towards meeting the following five areas identified as Strategic Goals in 2022:

- ✓ Downtown/Economic Development
- ✓ Housing Affordability
- ✓ Infrastructure Maintenance and Reinvestment
- ✓ Organizational Health
- ✓ Safe and Accessible Community

Budget and CIP Preview

Staff then presented a preview of the City’s FY 2024-25 operating budget and capital improvement program (CIP). On the budget side, City staff shared revenue and expenditure assumptions and a 10-year forecast. A surplus of \$11 million is anticipated with a deficit projected in Fiscal Year 2030-31.

Regarding the CIP, updates were provided on current capital projects, current and potential new asset replacement projects, disaster recovery projects, and pavement management efforts. Staff answered questions from the Council about current and proposed projects.



Jordan Ranch Neighborhood Park

The budget and CIP slides that were presented by staff are shown in Exhibit B.

2024-26 Strategic Goals

After a short break, the Council began discussion on the strategic goals for the next two years. During the pre-meeting interviews with Councilmembers, the facilitator learned there was general satisfaction with the 2022-23 Goals, with some interest in fine-tuning them. Key themes that came out of the interviews included:

- Economic Development is very important.
- Safety is a priority; particularly issues around Santa Rita.
- The Downtown is critical to most; mixed feedback on it being its own category.
- Housing could be broader than “affordability”.
- Organizational Health could focus on fiscal health and/or retention, and morale issues.
- Sustainability/climate action is important.
- The City could take on additional DEI/accessibility efforts, including understanding and programming for the community’s diversity.

Based on this information, the City Manager proposed the following as the 2024-26 Strategic Goals:

- ✓ Economic Development, Small Business Support, and Downtown Dublin
- ✓ Public Safety
- ✓ Housing for All
- ✓ Inclusive and Effective Government
- ✓ Long-term Infrastructure Investments

Council Dialogue

The next section of the workshop focused on reviewing and discussing the key strategic goal areas and the specific projects that would aid the City in achieving success. The facilitator then coordinated a process to hear what resonated with the Council and allow them to consider possible deletions or additions to the five proposed goals and the list of 23 staff-suggested projects to implement them.

The following topics were raised and discussed by Council:

- Community Groups/Non-profits
- Engagement
- DEI as a specific strategic goal
- Small business support in downtown
- Target industries in the Economic Development Strategy
- Helping businesses expand
- Collaborate with other groups on economic development
- Business Watch
- Neighborhood Watch
- Review Police staffing levels
- Continue being proactive on homelessness
- Ensure a variety of housing types
- Housing assistance for essential workers
- Cybersecurity
- Facades
- Public Art
- Tassajara Road
- Recreational facilities on the east side of town

As a result of Council dialogue, consensus was reached on the following changes to staff's proposals (with strikeout for deletions and red for additions) for the goals and projects.

Economic Development, Small Business Support, and Downtown Dublin

- Support the implementation of the 2024 Economic Development Strategy, **including pursuing growth industries.**
- Work with ARA and Hines on the development of the Dublin Commons project, including associated public improvements, relocation of tenants, development agreement and appropriate incentives to effectuate physical changes to the area, **as well as support for small businesses.**
- Continue supporting the Fallon-East Economic Development Zone and associated agreements that effectuate the construction of the Dublin Blvd. Extension.

- Continue to evaluate **and implement** small business programs that provide financial assistance, business development, permit processing, and support services to the community.

Public Safety

- Work with County officials on Santa Rita Jail release procedures and services to improve the safety of adjacent neighborhoods.
- Continue to invest in public safety technology **and programs** that advance proactive, community policing and protect citizens and law enforcement.
- Establish a Business Watch program to collaboratively address commercial theft.
- Work with Alameda County Fire on upgrades to fire stations to improve safety and efficiency of operations.
- Develop a more comprehensive security infrastructure for City facilities, including video surveillance, building access and improvements, and alarm systems.

Housing for All Inclusivity and Affordability

- Implement the goals, policies and programs in the 2023-2031 Housing Element.
- Support efforts to produce housing affordable at all levels of income.
- Support programs that facilitate homeownership such as the First-Time Home Buyer Loan Program.
- Support development of housing types to support **essential workers**, younger buyers, and seniors.
- Support efforts to address housing for special needs communities.

Inclusive and Effective Government

- Set reserves aside for major infrastructure investments which are key to the City's economic future.
- Develop policies and procedures to address transition to District-based elected officials.
- **Implement DEI Action Plan and** continue to use a diversity, equity, and inclusion lens in organizational development and programming.
- Conduct ongoing outreach and garner feedback on services and programs to meet the community's needs.
- Evaluate ways to increase transparency in finance, policing, and development and infrastructure projects.
- **Continue proactive evaluation of policies and procedures and ensure cybersecurity infrastructure and practices are sufficient to protect the City's assets.**

Long-Term Infrastructure and Sustainability Investments

- Continue to explore funding mechanisms for capital and ongoing maintenance needs.
- Focus on major street improvements to assist in improving safety and traffic movement, including Village Parkway, Tassajara Road, and the Dublin Blvd. extension.
- Continue to make progress on the Climate Action Plan and sustainable operations.
- Evaluate options for a sustainable pavement management program.
- Evaluate use of General Fund reserves to address asset replacement needs.

A “clean” version of the goals, and the priority projects, can be found in Exhibit A to the Resolution approving the Strategic Plan. Staff will begin working on these strategies and will seek budgetary funding for specific projects if needed as part of the Fiscal Year 2024-26 Budget Process. The staff will also update the Council on the status of each project within the plan at the regularly scheduled Council meeting approximately quarterly.

The Council session concluded at approximately 6:45 after a recap and discussion of next steps by the City Manager.



Approval of Two-Year Strategic Plan

April 2, 2024



Strategic Planning Session

- Special Meeting on March 1, 2024
- Facilitated by Dan Rich, RPMG
- Review of Mission, Vision, Values
- Strategies and specific objectives



Strategic Plan

- **Mission**
 - The City of Dublin promotes and supports a high quality of life, ensures a safe, secure, and **sustainable** environment, fosters new opportunities, and champions a culture of **equity**, diversity and inclusion.
- **Vision (no change)**
 - Dublin is a great community to live, work, and raise a family.



Strategic Plan

- Values (no change; alphabetized)
 - Business
 - Customer Service
 - Diversity
 - Environmental Sustainability
 - Equity
 - Finances
 - History
 - Inclusivity
 - Innovation
 - Living an Active Lifestyle
 - Safety



Strategic Plan

- **Strategic Objectives**

- 1. Economic Development, Small Business Support, and Downtown Dublin**

- a) Support the implementation of the 2024 Economic Development Strategy, including pursuing growth industries.
- b) Work with ARA and Hines on the development of the Dublin Commons project, including associated public improvements, relocation of tenants, development agreement and appropriate incentives to effectuate physical changes to the area, as well as support for small businesses.
- c) Continue supporting the Fallon-East Economic Development Zone and associated agreements that effectuate the construction of the Dublin Blvd. Extension.
- d) Continue to evaluate and implement small business programs that provide financial assistance, business development, permit processing, and support services to the community.



Strategic Plan

- **Strategic Objectives**

- 2. Public Safety**

- a) Work with County officials on Santa Rita Jail release procedures and services to improve the safety of adjacent neighborhoods.
 - b) Continue to invest in public safety technology and programs that advance proactive, community policing and protect citizens and law enforcement.
 - c) Establish a Business Watch program to collaboratively address commercial theft.
 - d) Work with Alameda County Fire on upgrades to fire stations to improve safety and efficiency of operations.
 - e) Develop a more comprehensive security infrastructure for City facilities, including video surveillance, building access and improvements, and alarm systems.



Strategic Plan

- **Strategic Objectives**

- 3. Housing Inclusivity and Affordability**

- a) Implement the goals, policies, and programs in the 2023-2031 Housing Element.
 - b) Support efforts to produce housing affordable at all levels of income.
 - c) Support programs that facilitate homeownership such as the First-Time Home Buyer Loan Program.
 - d) Support development of housing types to support essential workers, younger buyers, and seniors.
 - e) Support efforts to address housing for special needs communities.



Strategic Plan

- **Strategic Objectives**

- 4. Inclusive and Effective Government**

- a) Set reserves aside for major infrastructure investments which are key to the City's economic future.
 - b) Develop policies and procedures to address transition to District-based elected officials.
 - c) Implement DEI Action Plan and continue to use a diversity, equity, and inclusion lens in organizational development and programming.
 - d) Conduct ongoing outreach and garner feedback on services and programs to meet the community's needs.
 - e) Evaluate ways to increase transparency in finance, policing, and development and infrastructure projects.
 - f) Continue proactive evaluation of policies and procedures and ensure cybersecurity infrastructure and practices are sufficient to protect the City's assets.



Strategic Plan

- **Strategic Objectives**

- 5. Long-Term Infrastructure and Sustainability Investments**

- a) Continue to explore funding mechanisms for capital and ongoing maintenance needs.
 - b) Focus on major street improvements to assist in improving safety and traffic movement, including Village Parkway, Tassajara Road, and the Dublin Boulevard extension.
 - c) Continue to make progress on the Climate Action Plan and sustainable operations.
 - d) Evaluate options for a sustainable pavement management program.
 - e) Evaluate use of General Fund reserves to address asset replacement needs.



Next Steps

- City Council approval
- Incorporation into workplans
- Report back to City Council on quarterly basis

Thank you

