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

DUBLIN
CALIFORNIA

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

Regular Meeting of the

DUBLIN CITY COUNCIL

Tuesday, June 2, 2026

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

REGULAR MEETING 5:30 PM

Additional Meeting Procedures

This City Council meeting will be broadcast live on Comcast T.V. channel 28 beginning at 5:30 p.m. This meeting will also be livestreamed at tv28live.org and on the City's website at: https://dublin.ca.gov/watchmeetings

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

- Fill out an online speaker slip available at www.dublin.ca.gov. The speaker slip will be made available at 10:00 a.m. on Tuesday, June 2, 2026. Upon submission, you will receive Zoom link information from the City Clerk. Speakers slips will be accepted until the staff presentation ends, or until the public comment period on non-agenda items is closed.

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

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

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

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND PROCLAMATIONS

3.1 Recognition of Dublin Climate Challenge Volunteers

The City Council will recognize the Dublin Climate Challenge volunteers.

STAFF RECOMMENDATION:

Recognize the Dublin Climate Challenge volunteers.

Staff Report

Item 3.1 - PowerPoint Presentation

3.2 Gun Violence Awareness Day and Month Proclamation

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

STAFF RECOMMENDATION:

Present the proclamation.

Staff Report

Attachment 1 - Gun Violence Awareness Day and Month Proclamation

3.3 Employee Introduction

New City of Dublin staff member, Radha Hayagreev, Principal Planner in Community Development, will be introduced.

STAFF RECOMMENDATION:

Welcome the new City of Dublin staff member.

Staff Report

4. PUBLIC COMMENT

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

5. CONSENT CALENDAR

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

5.1 Approval of May 19, 2026 Regular City Council Meeting Minutes

The City Council will consider approving the minutes of the May 19, 2026 Regular City Council Meeting.

STAFF RECOMMENDATION:
Approve the minutes of the May 19, 2026 Regular City Council Meeting.
Staff Report
Attachment 1 - May 19, 2026 Regular City Council Meeting Minutes

5.2 Contract Instructor Services Agreement with Akshay Arora for Recreation Services
The City Council will consider approving a Contract Instructor Services Agreement with Akshay Arora, doing business as (dba) Arora Tennis and Fitness Instruction, for a term beginning on July 1, 2026, and ending on June 30, 2028.
STAFF RECOMMENDATION:
Adopt the **Resolution** Approving the Contract Instructor Services Agreement with Akshay Arora, dba Arora Tennis and Fitness Instruction, for Recreation Services.
Staff Report
Attachment 1 - Resolution Approving the Contract Instructor Services Agreement With Akshay Arora, dba Arora Tennis and Fitness Instruction, for Recreation Services
Attachment 2 - Exhibit A to the Resolution - Contract Instructor Services Agreement with Akshay Arora, dba Arora Tennis and Fitness Instruction

5.3 Community Development Department On-Call Consulting Services Agreements
The City Council will consider approving agreements with firms for the provision of as-needed services related to planning, housing, and building activities. The planning and housing services categories include landscape design review, architectural design review, arboricultural services, acoustical analysis, biological resource analysis and documentation, and environmental analysis and documentation. The building-related services include plan check, inspections, and building code compliance activities. The proposed agreements cover a three-year term that expires on June 30, 2029.
STAFF RECOMMENDATION:
Adopt the **Resolution** Approving Consulting Services Agreements for On-Call Contract Planning, Housing, and Building Services.
Staff Report
Attachment 1 - Resolution Approving Consulting Services Agreements for On-Call Contract Planning, Housing, and Building Services
Attachment 2 - Exhibits A-R to the Resolution - Consulting Services Agreements
Attachment 3 - RFQ for On-Call Contract Planning and Housing Services
Attachment 4 - RFQ for On-Call Plan Review and Building Inspection Services

5.4 Amendments to City's Noise Ordinance (PLPA-004348-2026)
On May 19, 2026 the City Council considered City-initiated amendments to Dublin Municipal Code Chapter 5.28 (Noise). The proposed amendments update the Noise Ordinance to establish time-based restrictions on landscape equipment and amplified sound in residential areas while retaining the general nuisance standard for enforcement. The City Council waived the first reading and introduced the ordinance. The City Council is now requested to waive the second reading and adopt the proposed Ordinance.
STAFF RECOMMENDATION:
Waive the second reading and adopt the **Ordinance** Approving Amendments to Dublin Municipal Code Chapter 5.28 (Noise).
Staff Report
Attachment 1 - Ordinance Approving Amendments to Dublin Municipal Code Chapter 5.28 (Noise)

Attachment 2 - City Council Staff Report dated May 19 2026 (without attachments)

5.5 First Reading of Ordinance Amending Dublin Municipal Code Sections 2.08.020 and 2.08.040 and Providing for an Increase in Salary for City Councilmembers and a Decrease in Salary for the Mayor

The City Council will consider introducing an ordinance revising the Dublin Municipal Code to provide for an adjustment to the City Council salary and to the additional Mayor salary. The adjustments would become operative following certification of the November 2026 General Municipal Election.

STAFF RECOMMENDATION:

Waive the reading and introduce an **Ordinance** Amending Dublin Municipal Code Sections 2.08.020 and 2.08.040 to Change the Salary for Members of the City Council and the Additional Salary for the Mayor After New Terms of Office Start After the November 2026 General Municipal Election.

Staff Report
Attachment 1 - Ordinance Amending Dublin Municipal Code Sections 2.08.020 and 2.08.040 to Change the Salary for Members of the City Council and the Additional Salary for the Mayor After New Terms of Office Start After the November 2026 General Municipal Election
Attachment 2 - Dublin Municipal Code Section 2.08.020 and 2.08.040

5.6 Mayor's Appointment to Senior Center Advisory Committee Unscheduled Vacancies

The City Council will consider the Mayor's appointment to fill unscheduled vacancies on the Senior Center Advisory Committee.

STAFF RECOMMENDATION:

Confirm the Mayor's appointment Namrata Berry to the unscheduled vacancy on the Senior Center Advisory Committee with a term ending December 2026 and Michael Goldstein to the unscheduled vacancy on the Senior Center Advisory Committee with a term ending December 2028.

Staff Report
Attachment 1 - Senior Center Advisory Committee Applications
Amended Attachment 1 - Senior Center Advisory Committee Applications - UPDATED JUNE 2, 2026

6. PUBLIC HEARING

6.1 Proposed Budget for Fiscal Years 2026-27 and 2027-28

The City Council will review the Proposed Budget and forecast covering two fiscal years and consider adoption of a Fiscal Year 2026-27 Budget.

STAFF RECOMMENDATION:

Conduct the public hearing, deliberate, and adopt the **Resolution** Approving a Budget for the City of Dublin for Fiscal Year 2026-27 and provide direction on additional budget requests that have been made since the Preliminary Budget presentation.

Staff Report
Attachment 1 - General Fund Summary
Attachment 2 - Proposed Budget Fiscal Years 2026-27 and 2027-28
Attachment 3 - Resolution Adopting a Budget for the City of Dublin for Fiscal Year 2026-27
Attachment 4 - April 21 Staff Report (without attachments)
Item 6.1 - PowerPoint Presentation

6.2 Proposed Five-Year Capital Improvement Program 2026-2031

The City Council will consider adopting the Five-Year Capital Improvement Program (CIP) 2026-2031 which contains public capital projects proposed for Fiscal Year 2026-27 through Fiscal Year 2030-31. The City Council will also consider authorizing the City Manager to enter into a reimbursement agreement with Dublin Unified School District for the Emerald Glen Park Ball Field Renovation Project, CIP No. PKNEW01.

STAFF RECOMMENDATION:

Conduct the public hearing, deliberate, and adopt the **Resolution** Adopting the Five-Year Capital Improvement Program 2026-2031 and Authorizing the City Manager to Execute a Reimbursement Agreement with Dublin Unified School District for the Emerald Glen Park Ball Field Renovation Project, CIP No. PKNEW01.

Staff Report

Attachment 1 - Resolution Approving the Five-Year Capital Improvement Program 2026-2031 and Authorizing the City Manager to Execute a Reimbursement Agreement with DUSD for the Emerald Glen Park Ball Field Renovation Project, CIP No. PKNEW01

Attachment 2 - Exhibit A to the Resolution - Five-Year Capital Improvement Program 2026-2031

Attachment 3 - Planning Commission Resolution No. 26-04 Finding Conformity with the General Plan for the Fiscal Year 2026-27 and Fiscal Year 2027-28 Projects in the Five-Year Capital Improvement Program 2026-2031

Item 6.2 - PowerPoint Presentation

7. UNFINISHED BUSINESS

7.1 Consideration of Ballot Measure to Amend Dublin Municipal Code Section 3.16.030 to Increase the Rate of the Transient Occupancy Tax

The City Council will consider placing a measure on the ballot to amend Section 3.16.030 of the Dublin Municipal Code to increase the rate of the Transient Occupancy Tax from 8 percent to 10 percent effective July 1, 2027, and from 10 percent to 12 percent effective July 1, 2028. If approved by voters, the measure would apply to guests staying at hotels within the City of Dublin, unless otherwise exempt under applicable law.

STAFF RECOMMENDATION:

Adopt the **Resolution** Ordering the Submission to the Qualified Electors of the City of Dublin an Ordinance Amending Section 3.16.030 of the Dublin Municipal Code to Increase the Rate of the Transient Occupancy Tax; Calling for an Election to be Consolidated with the Statewide General Election to be Held on November 3, 2026; Fixing the Date and Manner of the Election and the Procedure for Voting Therein; and Providing for Notice Thereof.

Staff Report

Attachment 1 - Resolution Ordering the Submission to the Qualified Electors of the City of Dublin an Ordinance Amending Section 3.16.030 of the Dublin Municipal Code to Increase the Transient Occupancy Tax Rate

Attachment 2 - Exhibit A to the Resolution - Ordinance Amending Section 3.16.030 of the Dublin Municipal Code to Increase the Rate of the Transient Occupancy Tax

Additional Correspondence - Received June 2, 2026

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, secure, and sustainable environment, fosters new opportunities, and champions a culture of equity, diversity, and inclusion.

DUBLIN
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STAFF REPORT
CITY COUNCIL

DATE: **June 2, 2026**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Recognition of Dublin Climate Challenge Volunteers
Prepared by: Michelle Sung, Environmental Technician

EXECUTIVE SUMMARY:

The City Council will recognize the Dublin Climate Challenge volunteers.

STAFF RECOMMENDATION:

Recognize the Dublin Climate Challenge volunteers.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Background
On September 15, 2020 the City Council adopted the City of Dublin Climate Action Plan (CAP) 2030 and Beyond (Resolution No. 100-20). CAP 2030 includes five strategies and 22 measures intended to reduce greenhouse gas (GHG) emissions by 40% below 1990 levels by 2030 and to put the City on the path to reaching carbon neutrality by 2045. Achieving carbon neutrality will require a communitywide effort and CAP 2030 includes actions in which every part of the community can participate.

In February 2024 the City entered into an agreement with Bright Action Communities to create an online platform, the Dublin Climate Challenge, to engage the Dublin community with CAP 2030. The Dublin Climate Challenge platform allows individuals, households, and community groups to learn about and commit to various sustainable actions to lower their GHG emissions and impact on climate change. Actions on the platform address energy use, transportation, waste, and water. The actions range from simple things like switching to reusable foodware to larger investments such as installing solar panels. Renter friendly and youth-oriented actions

are also included. Each action on the platform provides users with information, tips, and resources. The platform then provides individual, neighborhood, and citywide level data on actions taken, cost savings, emissions reduced, and gallons of water saved based on completed actions. Outreach for the platform was initiated after the launch in July 2024.

Dublin Climate Challenge Volunteer Recognition
While community engagement with the Dublin Climate Challenge has increased modestly since the program's launch, significant progress was made in the first quarter of 2026 when robust volunteer activity increased the visibility of the platform. Contributions from volunteers during Dublin Elementary School's Science, Technology, Engineering, Arts, Mathematics (STEAM) Night, Frederiksen Elementary School's Pi Night, and Frederiksen Elementary School's Climate Challenge resulted in engagement with approximately 500 community members and families.

Thanks to the effort of the volunteers below, 130 households have registered on the platform, over 700 actions have been completed, and 19 tons of CO_2 emissions have been saved. The City would like to recognize the following Dublin Climate Challenge volunteers for their efforts:

Dublin Elementary School STEAM Night, January 22, 2026

- Ann Brown, Tri-Valley Air Quality Climate Alliance
- Phil Bowman, Tri-Valley Air Quality Climate Alliance
- Hasini Dontula, Dublin High School Climate Corps
- Olivia Kong, Dublin High School Climate Corps

Frederiksen Elementary School Pi Night, March 19, 2026

- Chaarvi Kovuru, Emerald High School Eco Impact Club
- Iris Zhao, Emerald High School Eco Impact Club
- Raina Prasher, Emerald High School Eco Impact Club

Frederiksen Elementary School Climate Challenge, April 22, 2026 to May 15, 2026

- Ann Brown, Tri-Valley Air Quality Climate Alliance

The City will continue to partner with community volunteers to expand outreach and encourage participation in the Dublin Climate Challenge.

STRATEGIC PLAN INITIATIVE:

Strategy 5: Long-Term Infrastructure and Sustainability Investments
Objective C: Continue to make progress on the Climate Action Plan and sustainable operations.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted and volunteers were notified.

ATTACHMENTS:

None.

Recognition of Dublin Climate Challenge Volunteers

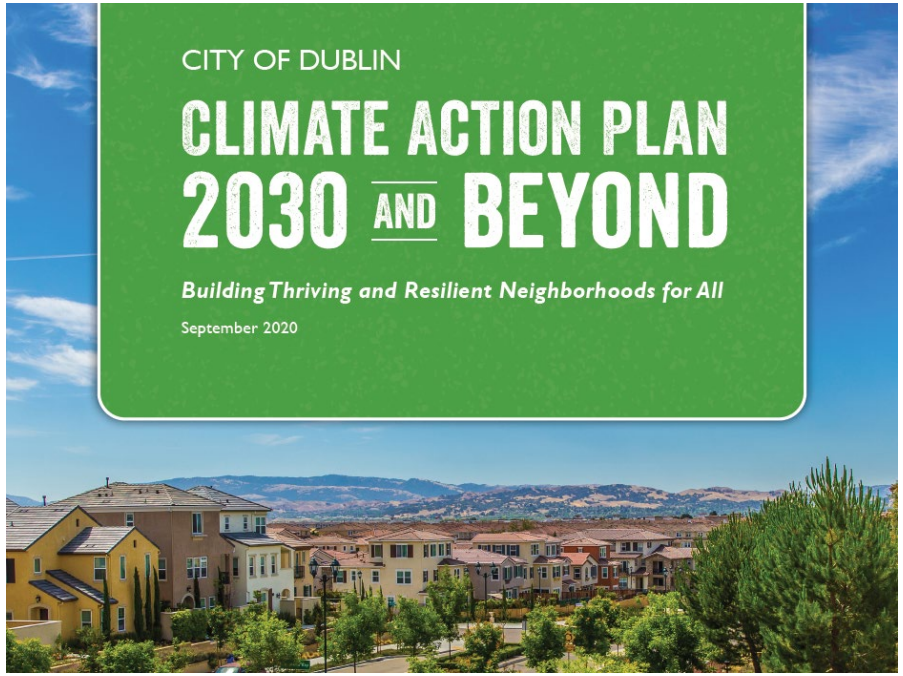
June 2, 2026



DUBLIN
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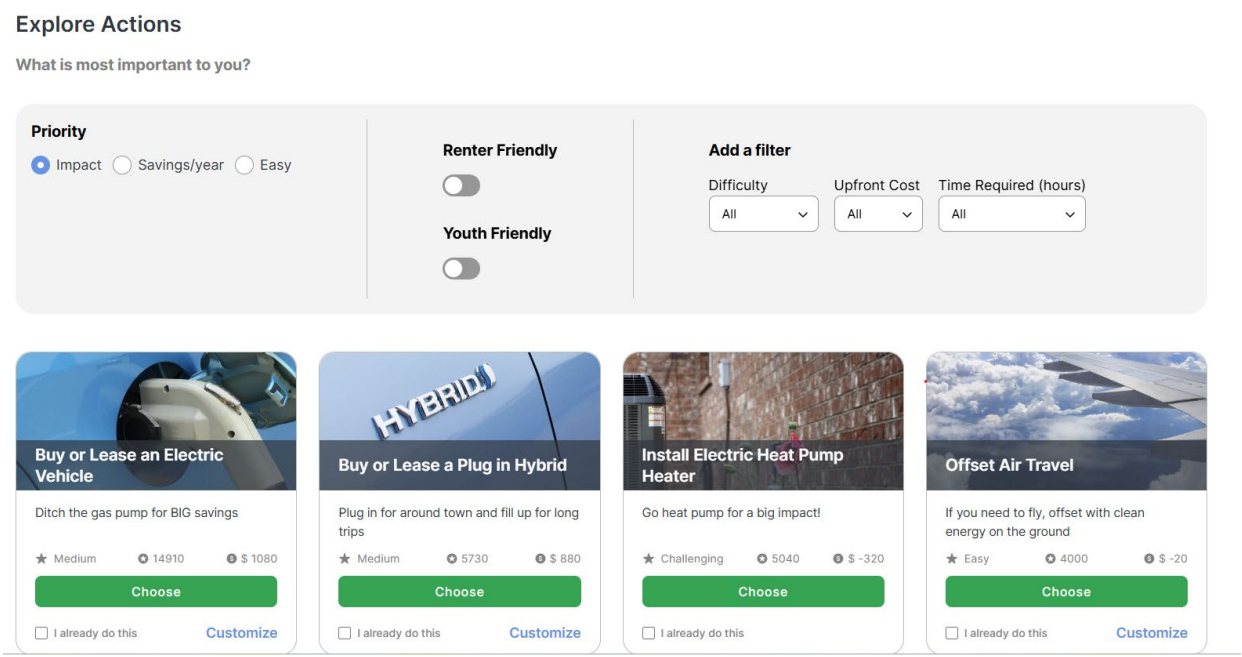
Climate Action Plan

- Adopted on September 15, 2020
- Goals to reduce greenhouse gas (GHG) emissions by 40% below 1990 levels by 2030 and achieve carbon neutrality by 2045



Dublin Climate Challenge

- Online community platform launched July 2024
- Learn about and commit to climate friendly actions
- Actions address energy use, transportation, waste, and water
- Participants can see their direct impact on GHG emissions, cost and resource savings

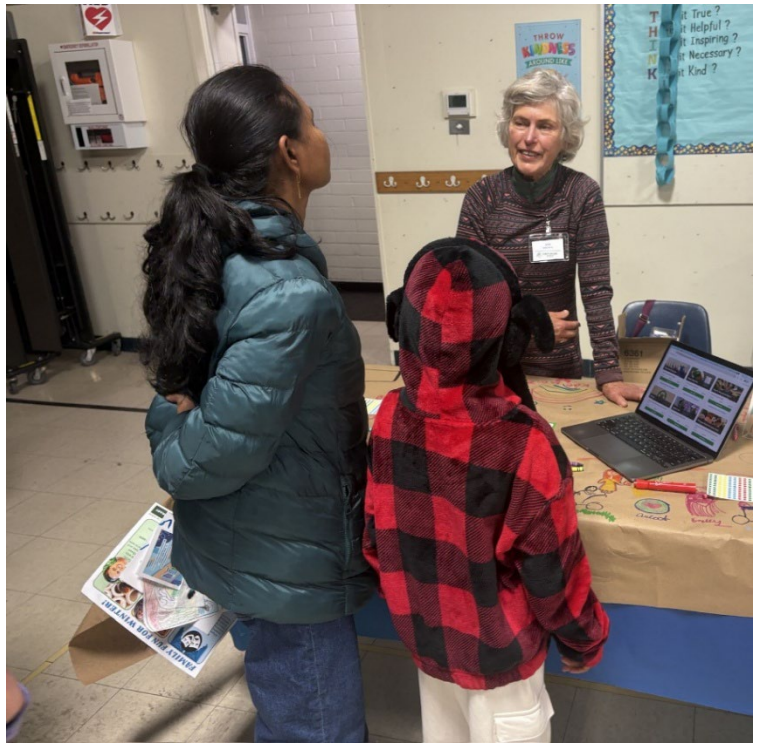


Volunteer Contributions

- Volunteers increased visibility of the platform during:
  - Dublin Elementary School STEAM Night - January 22, 2026
  - Frederiksen Elementary School Pi Night - March 19, 2026
  - Frederiksen Elementary School Climate Challenge - April 22, 2026 – May 15, 2026
- 130 households registered, over 700 actions completed, and 19 tons of CO_2 emissions saved

Volunteer Contributions







Volunteer Recognition

- Ann Brown, Tri-Valley Air Quality Climate Alliance
- Phil Bowman, Tri-Valley Air Quality Climate Alliance
- Hasini Dontula, Dublin High School Climate Corps
- Olivia Kong, Dublin High School Climate Corps
- Chaarvi Kovuru, Emerald High School Eco Impact Club
- Iris Zhao, Emerald High School Eco Impact Club
- Raina Prasher, Emerald High School Eco Impact Club

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: **June 2, 2026**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Gun Violence Awareness Day and Month Proclamation
Prepared by: Vanessa Rosales, CMC, Deputy City Clerk

EXECUTIVE SUMMARY:

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

STAFF RECOMMENDATION:

Present the proclamation.

FINANCIAL IMPACT:

None.

DESCRIPTION:

June is recognized nationally as Gun Violence Awareness Month, and Gun Violence Awareness Day is observed on the first Friday of June. This year on June 5, advocates will demonstrate their support of gun violence awareness by wearing orange in remembrance of Hadiya Pendleton, who was shot and killed on a playground in Chicago when she was a young teen.

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

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Gun Violence Awareness Day and Month Proclamation

A PROCLAMATION OF THE CITY COUNCIL
CITY OF DUBLIN, CALIFORNIA

"Gun Violence Awareness Day and Month"

WHEREAS, *every day, 130 people in the United States are killed by gun violence and more than 200 are shot and wounded, with an average of nearly 19,000 gun-related homicides every year; and*

WHEREAS, *California has an average of 3,314 gun-related deaths every year, with a rate of 8.2 deaths per 100,000 people, with 48% of gun deaths in California by suicide, a crisis that costs the state $41.9 billion each year, of which $1.1 billion is paid by taxpayers; and*

WHEREAS, *gun-related homicides and assaults are concentrated in cities, with more than half of all gun-related deaths in the nation occurring in 42 cities; and*

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

WHEREAS, *support of the Second Amendment rights of law-abiding citizens goes hand in hand with keeping guns away from those who are a danger to themselves and others; and*

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

NOW, THEREFORE, BE IT RESOLVED *that the City Council of the City of Dublin does hereby proclaim Friday, June 5, 2026 to be Gun Violence Awareness Day, and the month of June to be Gun Violence Awareness Month in the City of Dublin. The City of Dublin will light The Wave in orange for June 5-7, 2026 to help raise awareness about gun violence and encourages all citizens to support their local communities' efforts to prevent the tragic effects of gun violence, and to honor and value human life.*

DATED: *June 2, 2026*

Mayor Sherry Hu

Vice Mayor Jean Josey

Councilmember Michael McCorriston

Councilmember Kashef Qaadri

Councilmember John Morada

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: **June 2, 2026**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

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

EXECUTIVE SUMMARY:

New City of Dublin staff member, Radha Hayagreev, Principal Planner in Community Development, will be introduced.

STAFF RECOMMENDATION:

Welcome the new City of Dublin staff member.

FINANCIAL IMPACT:

None.

DESCRIPTION:

New City of Dublin staff member, Radha Hayagreev, Principal Planner in Community Development, will be introduced.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: **June 2, 2026**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Approval of May 19, 2026 Regular City Council Meeting Minutes
Prepared by: Vanessa Rosales, CMC, Deputy City Clerk

EXECUTIVE SUMMARY:

The City Council will consider approving the minutes of the May 19, 2026 Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the May 19, 2026 Regular City Council Meeting.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City Council will consider approving the minutes of the May 19, 2026 Regular City Council Meeting.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) May 19, 2026 Regular City Council Meeting Minutes

MINUTES OF THE CITY COUNCIL OF THE CITY OF DUBLIN

Regular Meeting: May 19, 2026

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/watchmeetings.

REGULAR MEETING 7:00 PM

A Regular Meeting of the Dublin City Council was held on **Tuesday, May 19, 2026** in the Peter W. Snyder Council Chamber, located at 100 Civic Plaza, Dublin, CA 94568. The meeting was called to order at 7:00 PM, by Mayor Hu.

1) CALL TO ORDER

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

2) PLEDGE OF ALLEGIANCE

3) PRESENTATIONS AND PROCLAMATIONS

3.1) 2025-26 Youth Advisory Committee Annual Report

The City Council received a presentation from the Youth Advisory Committee on their accomplishments from the 2025-26 year.

3.2) Presentation from the Mayor's Council

The City Council received a presentation from the Mayor's Council on their activities during the 2025-26 year.

3.3) Employee Introduction

The introduction of the new City of Dublin staff member was postponed to a future meeting.

DRAFT

4) PUBLIC COMMENT

Pieter Friedrich provided public comment.

Brent Songey provided public comment.

Judy provided public comment.

Levi provided public comment.

5) CONSENT CALENDAR

5.1) Approved the May 5, 2026, Regular City Council Meeting Minutes.

5.2) Adopted Resolution No. 36-26 titled, "Authorizing the City Engineer to Execute the Certificate of Rejection for Parcel 8 of Final Map of Tract 8563, Francis Ranch, Croak Property and Authorizing the City Clerk to Record a Certified Copy of the Resolution in the Office of the County Recorder."

5.3) Confirmed the Mayor's appointments to the Youth Advisory Committee and the Student Representative to the Parks and Community Services Commission for the 2026-27 term.

5.4) Received the City Treasurer's Informational Report of Investment for the Quarter Ending March 31, 2026.

5.5) Received the report of payments issued from April 1, 2026 – April 30, 2026 totaling $9,080,100.08.

5.6) Confirmed the Mayor's Appointment of Councilmember Qaadri as the City of Dublin delegate for the 2026 Association of Bay Area Governments General Assembly.

5.7) Adopted Resolution No. 37-26 titled, "Approving a First Amendment to the Site Lease Agreement with Wireless Edge Towers III, LLC."

On a motion by Councilmember Qaadri, seconded by Vice Mayor Josey, and by unanimous vote, the City Council adopted the Consent Calendar, except for item 5.8.

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

5.8) Approved the America 250th Marker Dedication Day Proclamation.

This item was pulled from the Consent Calendar by Vice Mayor Josey for separate voting and public comment.

Brent Songey provided public comment.

George provided public comment.

On a motion by Councilmember Qaadri and seconded by Mayor Hu, and by 3-1 roll-call vote, the City Council approved item 5.8.

RESULT:	**APPROVED [3-1]**
MOVED BY:	Kashef Qaadri, Councilmember
SECOND:	Sherry Hu, Mayor
AYES:	Hu, McCorriston, Qaadri
NOES:	Josey
ABSENT:	Morada

6) PUBLIC HEARING

6.1) Status Update on Vacancies in Compliance with Assembly Bill 2561

The City Council received a presentation on position vacancies in 2025, in compliance with Assembly Bill 2561 – Local public employees; vacant positions.

Mayor Hu opened the Public Hearing.

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

On a motion by Vice Mayor Josey, seconded by Councilmember Qaadri, and by unanimous vote, the City Council directed Staff to continue recruitment and retention efforts.

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

6.2) Amendments to City's Noise Ordinance (PLPA-004348-2026)

The City Council received a presentation on the proposed City-initiated amendments to

the Dublin Municipal Code Chapter 5.28 (Noise) to establish time-based restrictions on landscape equipment and amplified sound in residential areas while retaining the general nuisance standard for enforcement.

Mayor Hu opened the Public Hearing.

Jake Adams provided public comment.

Mayor Hu closed the Public Hearing.

On a motion by Councilmember Qaadri, seconded by Vice Mayor Josey, and by unanimous vote, the City Council waived the reading and introduced the Ordinance Approving Amendments to Dublin Municipal Code Chapter 5.28 (Noise).

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

7) UNFINISHED BUSINESS – None.

8) NEW BUSINESS

8.1) Special Designation of General Fund Reserves for Fiscal Year 2025-26

The City Council received a presentation on the special designations of General Fund reserves for Fiscal Year 2025-26.

Mayor Hu opened public comment period.

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

On a motion by Vice Mayor Josey, seconded by Councilmember McCorriston, and by unanimous vote, the City Council adopted Resolution No. 38-26 titled, “Authorizing a Special Designation of General Fund Committed Reserves for Fiscal Year 2025-26,” and confirmed changes to General Fund Assigned Reserves.

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

8.2) Report Regarding City Council and Mayor's Salaries

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

Mayor Hu opened public comment period.

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

Mayor Hu made a motion to increase salaries by five percent per year since the last increase. The motion died due to lack of a second.

Vice Mayor Josey made a motion, seconded by Councilmember Qaadri, to increase the City Councilmembers' salary by five percent per calendar year since the last increase, and change the Mayor's differential to $250 per month in addition to the City Councilmember salary.

Councilmember McCorriston made a substitute motion, seconded by Mayor Hu, to increase the City Councilmembers' salary based on the California Consumer Price Index change from January 1, 2024, and change the Mayor's salary to $500 per month in addition to the City Councilmember salary.

Mayor Hu made a substitute motion to remove the Mayor's additional salary. The motion died due to lack of a second.

Councilmember Qaadri made a substitute motion, seconded by Vice Mayor Josey, to increase the City Councilmembers' salary by five percent per calendar year since the last increase, and change the Mayor's salary to $350 per month in addition to the City Councilmember salary. The motion failed by 2-2 roll-call vote.

RESULT:	**FAILED [2-2]**
MOVED BY:	Kashef Qaadri, Councilmember
SECOND:	Jean Josey, Vice Mayor
AYES:	Josey, Qaadri
NOES:	Hu, McCorriston
ABSENT:	Morada

The substitute motion made by Councilmember McCorriston, seconded by Mayor Hu, to increase the City Councilmembers' salary based on the California Consumer Price Index change from January 1, 2024, and change the Mayor's salary to $500 per month in addition to the City Councilmember salary, failed by 2-2 roll-call vote.

RESULT:	**FAILED [2-2]**
MOVED BY:	Michael McCorriston, Councilmember
SECOND:	Sherry Hu, Mayor
AYES:	Hu, McCorriston
NOES:	Josey, Qaadri
ABSENT:	Morada

The initial motion made by Vice Mayor Josey, seconded by Councilmember Qaadri, to increase the City Councilmembers' salary by five percent per calendar year since the last increase, and change the Mayor's differential to $250 per month in addition to the City Councilmember salary, failed by 2-2 roll-call vote.

RESULT:	**FAILED [2-2]**
MOVED BY:	Jean Josey, Vice Mayor
SECOND:	Kashef Qaadri, Councilmember
AYES:	Josey, Qaadri
NOES:	Hu, McCorriston
ABSENT:	Morada

Mayor Hu called a recess at 9:33 PM.

Mayor Hu reconvened the meeting at 9:39 PM.

On a motion by Councilmember McCorriston, seconded by Councilmember Qaadri, and by unanimous roll-call vote, the City Council approved an increase to the Councilmembers' salary by four percent per calendar year since the last increase, and to change the Mayor's salary to $400 per month in addition to the City Councilmember salary.

RESULT:	**APPROVED [UNANIMOUS]**
MOVED BY:	Michael McCorriston, Councilmember
SECOND:	Kashef Qaadri, Councilmember
AYES:	Hu, Josey, McCorriston, Qaadri
ABSENT:	Morada

9) CITY MANAGER AND CITY COUNCIL REPORTS

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

By consensus, the City Council directed staff to bring back a future agenda item regarding adding crossing guards for the new Dublin Unified School District school

Shamrock Hills and agreed to cancel the June 2, 2026 Finance and Investment Committee meeting and schedule the Pride Month Flag Raising Ceremony for 5:00 p.m.

10) ADJOURNMENT

Mayor Hu adjourned the meeting at 9:50 PM, in memory of the three victims of the shooting at the Islamic Center of San Diego.

_____
Mayor

ATTEST:

_____
Deputy City Clerk

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: **June 2, 2026**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Contract Instructor Services Agreement with Akshay Arora for Recreation Services
Prepared by: Anthony Calvo, Recreation Supervisor

EXECUTIVE SUMMARY:

The City Council will consider approving a Contract Instructor Services Agreement with Akshay Arora, doing business as (dba) Arora Tennis and Fitness Instruction, for a term beginning on July 1, 2026, and ending on June 30, 2028.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Contract Instructor Services Agreement With Akshay Arora, dba Arora Tennis and Fitness Instruction, for Recreation Services.

FINANCIAL IMPACT:

Under the proposed agreement, the City retains 40% of the fee revenue from registrations. The remainder is passed through to the contractor.

DESCRIPTION:

The Parks and Community Services Department regularly engages independent contractors to deliver recreational activities and programs to the community. Upon acceptance of a proposal, Staff work with the contractor to determine the specifics of the activity, facility availability, class minimums and maximums, and participant age ranges. All contractors set their pricing and schedules for activities or programs.

Akshay Arora, dba Arora Tennis and Fitness Instruction, has submitted a proposal to provide Tennis classes and programs for a term beginning July 1, 2026, and ending on June 30, 2028.

This contractor has provided these services to the City of Dublin for several years, and Staff has received positive feedback from participants regarding their activities.

As the pass-through payments to the contractor will likely exceed the City Manager's purchasing limit of $100,000, these agreements require City Council approval.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving the Contract Instructor Services Agreement with Akshay Arora, dba Arora Tennis and Fitness Instruction, for Recreation Services
2) Exhibit A to the Resolution – Contract Instructor Services Agreement with Akshay Arora, dba Arora Tennis and Fitness Instruction

RESOLUTION NO. XX – 26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING A CONTRACT INSTRUCTOR SERVICES AGREEMENT WITH AKSHAY ARORA, DBA ARORA TENNIS AND FITNESS INSTRUCTION, FOR RECREATION SERVICES

WHEREAS, the Parks and Community Services Department regularly partners with independent contractors to provide recreational classes, programs, and activities that enhance community wellness and recreational opportunities for Dublin residents; and

WHEREAS, Akshay Arora, dba Arora Tennis and Fitness Instruction, has successfully provided tennis instruction and recreational programming services for the City of Dublin for several years, during which Staff has received positive participant feedback regarding the quality and consistency of the programs provided; and

WHEREAS, Staff reviewed and accepted a proposal from Akshay Arora, dba Arora Tennis and Fitness Instruction, to continue providing tennis classes and programs for a term beginning July 1, 2026, and ending June 30, 2028, as set forth in Exhibit A attached hereto; and

WHEREAS, under the Agreement, the City will retain a portion of program registration revenue while the remaining revenue will be paid to the contractor for services rendered; and

WHEREAS, because contractor payments under the Agreement are anticipated to exceed the City Manager's purchasing authority, City Council approval is required.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve a Contract Instructor Services Agreement with Akshay Arora, dba Arora Tennis and Fitness Instruction.

BE IT FURTHER RESOLVED that that the City Manager is authorized to execute the Agreement, attached hereto as **Exhibit A**, approve payments over $100,000, and make any necessary, non-substantive changes to carry out the intent of this Resolution.

{Signatures on the following page}

PASSED, APPROVED, AND ADOPTED BY the City Council of the City of Dublin, on this 2nd day of June, 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

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AGREEMENT FOR CONTRACT INSTRUCTOR SERVICES

This Agreement for Contract Instructor Services ("Agreement") is made and entered into as of the 1st day of July 1, 2026, by and between the City of Dublin, a municipal corporation of the State of California ("City") and Akshay Arora dba Arora Tennis and Fitness ("Contractor"), a Corporation in the State of California (collectively, the "Parties"). In consideration of their mutual covenants, the Parties hereto agree as follows:

1. Scope of Work. The Parties acknowledge that Contractor possesses experience and knowledge of value to the City and, as such, enter into this Agreement for specialized services. Subject to the terms and conditions of this Agreement, the Contractor shall provide the following ("Services"):

[SEE "EXHIBIT A" FOR DESCRIPTION OF SERVICES]

2. Performance of Services. Contractor has the right and power to control how the Services provided under this Agreement will be performed by the Contractor and its employees, agents, or representatives. Contractor shall direct the means, manner, and method by which the Services under this Agreement will be performed, without interference from the City as to the mode of accomplishing or effectuating the performance of Services. Contractor may, at its own expense, retain the services of third-parties in performing the Services under this Agreement, unless doing so would result in a material breach of any provision contained herein.

3. Payment Terms. For the services described in Section 1 above, the City agrees to pay Contractor 60% of the resident rate for each participant, which amount shall include all expenses. Except as specifically authorized by City, Contractor shall not bill City for duplicate services performed by more than one person (reasonable quality control and assurance work as generally recognized as an acceptable practice in this field is expected). Contractor understands that any time a participant requests a refund or credit, that amount will be reduced from the gross revenue on which Contractor's payment is calculated. Contractor understands and agrees that Contractor will complete and submit a Contract Contractor Course Proposal Form for each session that courses will be offered. Submitting a proposal does not guarantee that the course, program or activity will be added to the City's public recreation offerings. Session dates may be altered from time to time at the City's discretion. City, at its sole discretion, will accept or reject Contractor's proposal and collaborate with Contractor in finalizing a session schedule. When each session schedule is finalized, the City will produce a Schedule Summary. Final Schedule Summaries will be incorporated herein by this reference as if set forth in full.

At the end of each session, the City shall pay Contractor for services rendered. The City will issue payment to Contractor within 30 business days after services are complete. Prior to City processing payment, Contractor shall submit course attendance sheets and completed evaluation forms, if applicable, to the Parks and Community Services Department within five working days upon completion of service.

4. Location of Work. Due to the nature of work and subject to the terms and conditions of this Agreement, the City and Contractor agree that Contractor will provide services and/or class instruction (check all that apply):

☐ **Offsite:** At his/her/their own facility, located off-premises from any City-owned facility located at _____.
(Street, City, Zip Code)

X **Onsite:** At a City-owned facility.

☐ **Other:** _____.
(Please Describe)

5. Expenses. Except as otherwise specified in this Agreement or mutually agreed upon by the Parties, the Contractor shall be responsible for all the necessary costs and expenses incurred in

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connection with the performance of the Services under this Agreement. This may include, but is not limited to, supplies, software, subscriptions, working spaces, equipment, operating costs, business costs, licenses, registrations, employment costs, taxes, Social Security contributions / payments, disability insurance, unemployment taxes, and any other cost that is made in connection with the Services provided Contractor.

6. Term. Contractor's engagement with the City, and the terms and conditions of this Agreement, shall be effective as of 7/1/2026 ("Effective Date") and shall terminate on 6/30/2028.

7. Termination. This Agreement may be terminated by either Party upon sixty (60) days of prior written notice, or as mutually agreed upon in writing by both Parties. At the time of termination, Contractor agrees to return all the City property in Contractor's possession including, but not limited to, any documents, materials, and other proprietary information belonging to the City, in both physical and electronic form. The City shall issue a final payment to Contractor for all Services provided and due as of the date of termination.

If either Party materially breaches any term of this Agreement, in addition to any other remedies at law or equity, the other Party may terminate the Agreement if such breach is not cured within ten (10) days after written notice of such breach is given.

In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of City, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, City at any time may terminate the engagement of the Contractor immediately and without written notice to the Contractor.

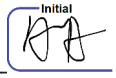
By signing this Agreement, Contractor agrees it may be subject to civil penalties for the filing of false claims as set forth in the California False Claims Act, Government Code sections 12650, et seq.

8. Relationship of Parties. It is understood by the Parties that, under the code of the Internal Revenue Service (IRS) and applicable law, the Contractor is an independent contractor with respect to the City. Therefore, the Parties agree and acknowledge that neither the Contractor, or any of its employees, subcontractors, volunteers, or agents (collectively, "Representatives") are employed by the City. Furthermore, at all times during the term of this Agreement, the Contractor and its Representatives shall have no authority, express or implied, to bind the City to any obligation whatsoever. Notwithstanding any other state or federal law to the contrary, the Contractor and its Representatives shall not qualify for, or become entitled to any compensation, benefit, except as specified in this Agreement, or any incident of employment with the City. In its capacity as an independent contractor, Contractor agrees and represents that:

(i) Contractor has the right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed;
(ii) Contractor maintains all necessary licenses, registrations, permits, and certifications required to perform the Services under this Agreement;
(iii) Contractor sets its own hours and maintains a business location that is separate from the business or work location of the City;
(iv) Contractor is customarily engaged in an independently established business providing the same or similar services as provided by this Agreement;
(v) Contractor has the ability to contract with other businesses to provide the same or similar services as provided by this Agreement, without restriction from the City;
(vi) Contractor holds itself out to the public as available to provide the same or similar services;
(vii) Contractor provides its own tools, equipment, software, programs, and any other supplies necessary to perform the Services;
(viii) Contractor can negotiate its own rates;
(ix) Contractor has the right to hire assistants, retain subcontractors, or utilize employees to provide the services required under this Agreement;
(x) Contractor shall be solely responsible for the payment of payroll taxes and any unemployment compensation on behalf of their employees and personnel;

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(xi) Contractor shall be responsible for providing all workers' compensation insurance on behalf of their employees and, if Contractor hires employees to perform any work under this Agreement, Contractor agrees to grant workers' compensation coverage to the extent required by law.



__ _____
Initial

9. Non-Exclusivity. It is contemplated that the relationship between the Contractor and the City shall be a non-exclusive one. Contractor has the right and ability to perform services for other business entities, organizations, and/or individuals, without restriction from the City, except where matters may arise as to confidentiality and conflicts of interest.

10. Indemnification. Contractor will defend and indemnify the City and its officers, directors, managers, employees, agents, and representatives ("Affiliates") against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens, or other liens, labor disputes, losses, damages, expenses, charges or costs, of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to this Agreement or Contractor's activities pursuant to this Agreement, including without limitation, Claims related to sexual abuse or molestation, and Claims caused by the concurrent negligent act, error, or omission, whether active or passive, of the City and its Affiliates.

11. Insurance. Where necessary to perform the Services under this Agreement, Contractor, at its sole cost and expense, shall procure and maintain for the duration of the Agreement the types and amounts of insurance listed below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor and its Representatives. Contractor will obtain and maintain policies of commercial general liability insurance and automobile liability insurance, and worker's compensation insurance and/or sexual abuse and molestation liability insurance, if applicable, from an insurance company authorized to transact the business of insurance in the State of California. The insurance requirements are as follows:

(i) Commercial General Liability: Insurance plan, at least as broad as Insurance Services Office Form CG 0001 (most recent edition), with an "occurrence" basis, including property damage, bodily injury, personal & advertising injury, and sexual abuse and molestation with limits no less than $1,000,000 per occurrence.

(ii) Automobile Liability: Contractor shall maintain a current and valid Automobile Insurance Policy at or above the minimum level required by the State of California for any and all vehicles used to perform the Services under this Agreement.

(iii) Workers' Compensation: Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease. Proof of workers' compensation insurance is applicable if Contractor has employees other than self. If Contractor does not have employees other than self, Contractor shall submit a completed "No Employees Declaration Form" provided by the City.

(iv) Sexual Abuse or Molestation (SAM) Liability: If the Commercial General Liability policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than $1,000,000 per occurrence.

The insurance will be in force during the life of this Agreement and will not be canceled without thirty (30) days prior written notice to the City by certified mail. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A-:VII. The City of Dublin and its elected officials, officers, employees, agents, and volunteers must be named as additional insureds on commercial general liability insurance, automobile liability insurance, and sexual abuse or molestation liability insurance, if applicable. Contractor's insurance coverage will be primary insurance with respect

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to City and its elected officials, officers, employees, agents, and volunteers. The insurance policies must include a waiver of all rights of subrogation against the City, its elected or appointed officers, officials, agents, and employees for losses paid under the terms of any policy which arise from work performed by the Contractor for the City (including workers' compensation insurance, if applicable). Any insurance or self-insurance maintained by the City will be in excess of Contractor's insurance and not contributory with it. Contractor will furnish certificates of insurance and endorsements to City prior to City's execution of this Agreement. This Agreement is expressly contingent upon the insurance requirements being met, and this Agreement shall not be complete and no work may commence until Contractor has provided adequate proof of insurance. If the City does not receive the required insurance documents prior to the Contractor beginning work, it shall not waive the Contractor's obligation to provide them. The City reserves the right to modify these requirements, and reserves the right to require complete copies of all required insurance policies at any time.

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

13. Mandated Reporting. Contractor recognizes and acknowledges that persons under the age of 18 may participate in classes/activities to be conducted by Contractor pursuant to this Agreement. Contractor further recognizes and acknowledges that if any person under the age of 18 does, in fact, participate in said classes/activities, then Contractor is deemed to be a "Mandated Reporter" pursuant to the California Child Abuse and Neglect Reporting Act (Penal Code §§ 11164-11174.3) ("CANRA"). Concurrently with the execution of this Agreement and pursuant to Penal Code section 11166.5, Contractor has been provided with, and has executed, an Acknowledgement of Mandated Requirements, Receipt of Training, and Receipt of Penal Code Statutes, which acknowledgement shall be maintained by the City during the term of this Agreement.

If the Contractor has employees, subcontractors, volunteers, and agents, and those employees, subcontractors, volunteers, and agents will come into contact with minors on a regular basis, those employees must also follow the Mandated Reporter requirements. Contractors who have employees will be required to execute an Acknowledgement and Release of Information, which acknowledgement shall be maintained by the City during the term of this Agreement.

14. TB Test Requirements. If the Services included contact with minors, Contractor shall produce a certificate, issued by a licensed physician or other authorized agency, showing that within the last two years the Contractor has been examined and has been found to be free of communicable tuberculosis (TB). If the Contractor has employees, those employees must also follow the TB requirements set forth in this Agreement. Contractors who have employees, subcontractors, volunteers, and agents will be required to execute an Acknowledgement and Release of Information, which acknowledgement shall be maintained by the City during the term of this Agreement.

15. Fingerprint Requirements. If class/program is open to youth under the age of 18years, Contractor and any of its employees, subcontractors, volunteers and agents of Contractor agrees to fulfill all fingerprint/background checks prior to the first class. Contractor and the Contractor's employees, subcontractors, volunteers, and agents, if any, are not eligible to work until the clearance is received from the Department of Justice and Contractor has been notified by a Parks & Community Services department representative.

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16. Transporting Participants. Contractor or any of its employees, subcontractors, volunteers, and agents shall not transport any participant in his/her own vehicle. Transportation is the responsibility of the program participant.

17. Mutual Representations and Warranties. Both the City and Contractor represent and warrant that each Party has full power, authority and right to execute and deliver this Agreement, has full power and authority to perform its obligations under this Agreement, and has taken all necessary action to authorize the execution and delivery of this Agreement. No other consents are necessary to enter into or perform this Agreement.

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

19. Notice. Any notice or other communication given or made to either Party under this Agreement shall be in writing and delivered by hand, sent by certified or registered mail, return receipt requested, to the addresses provided below or to another address as that Party may subsequently designate by notice, and shall be deemed given on the date of delivery.

City	Contractor
Colleen Tribby City Manager 100 Civic Plaza Dublin, CA 94568 (925) 833-6650	Akshay Arora Arora Tennis and Fitness 4408 Healdsburg Way Dublin, CA 94568 (925) 669-7794

20. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

21. Disputes. All disputes arising out of this agreement shall be submitted to final and binding arbitration in accordance with the rules of the American Arbitration Association. The dispute shall be submitted to arbitration in accordance with the laws of the State of California. The arbitrator's award shall be final, and judgment may be entered upon it by any court having jurisdiction thereof.

22. Governing Law and Venue. In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California. The laws of the State of California will govern this Agreement.

23. Integration and Amendments. This Agreement represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral as of the Effective Date. The Parties may amend this Agreement if mutually agreed upon in writing.

SIGNATURES ON THE FOLLOWING PAGE

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IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the Effective Date.

CITY OF DUBLIN:

BY: _____
SIGNATURE

_____
NAME

DATE: _____

CONTRACTOR:

BY: Signed by: B56F3AB7188C4F2... _____
SIGNATURE

Akshay Arora
NAME

DATE: 5/8/2026

3552376.1

Attest:

_____
Marsha Moore, City Clerk

Approved as to Form:

_____
City Attorney

Docusign Envelope ID: 0C15A504-13DB-8A0F-81C8-223EBC0175AC

EXHIBIT A

[Description of Services]

Arora Tennis and Fitness is a year-round tennis program in the East Bay, partnering with the Cities of Dublin, San Ramon, Livermore, and the Town of Danville. Arora Tennis offers private and semi-private lessons and group lesson instruction for toddlers, elementary youth, teens, and adults. Players as young as 4 years old can join the Tiny Tots Program and advance through youth classes for ages 7-12 years, which include Mighty Aces, Junior Stars, and Grand Slammers. Youth and teen players can also advance through tournament training and high-performance classes for ages 7 – 18 years old. Semi-private and private lessons are available with United States Tennis Association (USTA) certified coaches, including one-on-one private lessons or four-on-one semi-private lessons.

Akshay Arora holds a Bachelor's Degree in Kinesiology for Exercise Science and Physical Therapy and is Certified through the United States Professional Tennis Association (USPTA). With over 15 years of experience teaching tennis, he previously served as a director of Tennis Clubs in Livermore and Tracy. All Arora Tennis coaches possess a strong tennis background, having competed in USTA junior and adult competitions and maintaining their USTA ranking status.

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: **June 2, 2026**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Community Development Department On-Call Consulting Services Agreements
Prepared by: Amy Million, Community Development Director and Don Hutsell, Chief Building Official

EXECUTIVE SUMMARY:

The City Council will consider approving agreements with firms for the provision of as-needed services related to planning, housing, and building activities. The planning and housing services categories include landscape design review, architectural design review, arboricultural services, acoustical analysis, biological resource analysis and documentation, and environmental analysis and documentation. The building-related services include plan check, inspections, and building code compliance activities. The proposed agreements cover a three-year term that expires on June 30, 2029.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving Consulting Services Agreements for On-Call Contract Planning, Housing, and Building Services.

FINANCIAL IMPACT:

All charges will be reimbursed with funds collected from project applicants in conjunction with the review of their entitlement applications and building permit applications, or charged to the corresponding department in accordance with the adopted budget.

DESCRIPTION:

The Community Development Department utilizes consultants on an as-needed basis to assist Staff with specific areas of technical expertise and overflow work. This includes providing the Planning and Housing Divisions with the following services: contract planning services, contract housing services, landscape design review, architectural design review, arboricultural services, acoustical analysis, biological resource analysis and documentation, and environmental analysis and documentation. This also includes providing the Building and Safety Division with the following services: plan check, inspections, and building code compliance activities. The Department is currently seeking to establish new contracts with consulting firms to provide on-call services.

Staff prepared and initiated an open and competitive Request for Qualifications (RFQ) for on-call planning and housing services, and a separate RFQ for building-related services. The RFQs specified that selection would be made based on the qualifications and specific experience of key project team members; quality and completeness of the proposal; experience with engagement of similar scope and complexity; and satisfaction of previous clients. The RFQs were sent to firms that requested to be notified of the RFQ, firms previously under contract with the City, and the RFQ was also posted on the City's website.

Staff evaluated the Statements of Qualification (SOQ) received for completeness and responsiveness to the RFQ. Some consulting firms submitted qualifications in more than one service category. Staff is recommending the approval of Consulting Service Agreements with 18 firms to provide services to the Planning and Housing Divisions and five firms to provide services to the Building and Safety Division. Table 1 provides a list of the firms and type of services they will provide.

Table 1. Consulting Services Firms

Consultant	Service Category	Not-To-Exceed Amount
4Leaf, Inc	Contract Planning Services, Architectural Design Review, Building Inspections, Plan Check	$7,000,000
Coffman Engineers	Acoustical Analysis	$450,000
CSG Consultants, Inc.	Contract Planning Services, Architectural Design Review	$450,000
Dutchover & Associates	Landscape Design Review	$450,000
FirstCarbon Solutions	Arboricultural Services, Biological Resource Analysis, Environmental Analysis	$450,000
Good City Company	Contract Housing Services	$450,000
LSA Associates, Inc.	Arboricultural Services, Acoustical Analysis, Biological Resource Analysis, Environmental Analysis	$450,000
M-Group	Contract Planning Services	$450,000

MNS Engineers, Inc.	Contract Housing Services	$450,000
PlaceWorks	Landscape Design Review	$450,000
RRM Design Group	Landscape Design Review	$450,000
RSG, Inc.	Contract Housing Services	$450,000
Stantec Consulting Services, Inc	Environmental Analysis	$450,000
Studio T-Square	Architectural Design Review	$450,000
TRB and Associates	Plan Check, Building Inspections	$2,800,000
True North Compliance Services, Inc	Plan Check	$1,000,000
UpAvanti Inc.	Plan Check	$1,000,000
West Coast Code Consultants, Inc.	Plan Check	$1,500,000

Each agreement includes a not-to-exceed amount based on the scope of services provided which is directly related to the anticipated development activity. Five firms were selected to provide services for the Building and Safety Division. Two of those firms, 4Leaf, Inc. and TRB and Associates, were selected to provide both building inspection and plan review services. 4Leaf was also selected to provide planning services.

The not-to-exceed amount of $7,000,000 for 4Leaf, Inc. anticipates that they will be the primary consultant to provide building inspection services in addition to providing plan review and planning services. This amount is generally in line with the City's historical use of 4Leaf on large-scale development projects. For example, from 2016-2021 the 4Leaf, Inc. contract totaled $8,500,000 due to the various subdivisions that were under construction (Boulevard, Wallis Ranch, Tassajara Hills, etc.). During the years 2021-2026, the total contract amount decreased to $4,750,000 due to those subdivisions completing construction. For the upcoming period of 2026-2029, Francis Ranch and Dublin Centre will be two of the larger projects under construction that require daily inspections.

Similarly, TRB's not-to-exceed amount of $2,800,000 is reflective of the anticipated need for a secondary resource for inspection services in addition to plan review services. The three other most costly agreements are for plan check services only.

Lastly, it should be noted that 4Leaf, the building inspection contractor, works partly out of the Civic Center, therefore their contract requires them to enter into a lease agreement with the City for use of desks, filing cabinets, and conference space at City-owned facilities, as the City Manager deems necessary for their work.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council agenda was posted.

ATTACHMENTS:

1) Resolution Approving Consulting Services Agreements for On-Call Contract Planning, Housing, and Building Services
2) Exhibit A-R to the Resolution - Consulting Services Agreements
3) RFQ for On-Call Contract Planning and Housing Services
4) RFQ for On-Call Plan Review and Building Inspection Services

RESOLUTION NO. XX – 26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING CONSULTING SERVICES AGREEMENTS FOR ON-CALL CONTRACT PLANNING, HOUSING, AND BUILDING SERVICES

WHEREAS, the Community Development Department utilizes consultants on an as-needed basis to assist Staff with specific areas of technical expertise and overflow work; and

WHEREAS, Staff prepared and initiated a Request for Qualifications (RFQ) for on-call planning, housing and building services; and

WHEREAS, Staff reviewed and selected the most qualified firms to provide planning, housing, and building services on an as-needed basis and recommends entering into contracts with the selected firms; and

WHEREAS, the building inspection contractor works partly out of the Civic Center, therefore their contract requires them to enter into a lease agreement with the City for use of desks, filing cabinets, and conference space at City-owned facilities, as the City Manager deems necessary for their work; and

WHEREAS, all City costs will be reimbursed by the project applicants or charged to the Department budget in accordance with costs associated with certain projects; and

WHEREAS, the contracts have been reviewed and approved by the City Attorney's Office as to form.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve Consulting Services Agreements with 4Leaf, Inc.; Coffman Engineers; CSG Consultants, Inc.; Dutchover & Associates; FirstCarbon Solutions; Good City Company; LSA Associates, Inc.; M-Group; MNS Engineers, Inc.; PlaceWorks; RRM Design Group; RSG, Inc; Stantec Consulting Services Inc.; Studio T-Square; TRB and Associates, Inc.; True North Compliance Services, Inc.; UpAvanti Inc.; and West Coast Code Consultants, Inc.

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

BE IT FURTHER RESOLVED that the City Manager is authorized to enter into a lease agreement with 4Leaf, Inc., effective July 1, 2026, that permits 4Leaf, Inc.'s use of desks, filing cabinets, and conference space at City-owned facilities as the City Manager may deem to be necessary and convenient for 4Leaf, Inc.'s performance of the services. The lease payments shall not exceed $100 per year.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Dublin this 2nd day of June 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
4LEAF, INC
FOR
ON CALL PLAN REVIEW, BUILDING INSPECTION AND PLANNING SERVICES**

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and 4LEAF, INC ("Consultant") (together sometimes referred to as the "Parties") as of July 1, 2026 (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, 2029 unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

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

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

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

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $7,000,000.00 notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict regarding the amount of compensation between this Agreement and Consultant's proposal, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- A copy of the applicable time entries or time sheets shall be submitted showing the following:
    - Daily logs of total hours worked by each individual performing work under this Agreement;
    - Hours must be logged in increments of tenths of an hour or quarter hour;

- If this Agreement covers multiple projects, all hours must also be logged by project assignment; and
- A brief description of the work, and each reimbursable expense.

- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;

- The Consultant's signature;

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

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

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

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

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

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

2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit A. Expenses not listed in Exhibit A are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

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

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

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

Concurrently herewith, the City and Consultant have entered into a lease agreement for the consultant's use of desks, filing cabinets, and conference space at City-owned 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.

Consultant shall, to the extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.

With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the sole negligence or willful misconduct of the City.

Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names,

trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

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

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

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

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; 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:
4Leaf, Inc.
2126 Rheem Drive
Pleasanton, CA 94588

Any written notice to City shall be sent to:

City of Dublin
Att: Amy Million, Community Development Director
100 Civic Plaza
Dublin, CA 94568

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

Exhibit A Scope of Services & Compensation Schedule/Reimbursable Expenses

10.12 Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be an original and 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

Colleen Tribby, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

4LEAF, INC

Signed by:
813734D554DD4B5...

Kevin J. Duggan, President

Consultant's DIR Registration Number (if applicable)

EXHIBIT A

SCOPE OF SERVICES

1. **BUILDING INSPECTION AND PLAN CHECK SERVICES.** Consultant shall enforce provisions of the City's Building, Residential, Electrical, Plumbing, Mechanical, Green Building Standards, Wildland-Ruban Interface, Universal Design, and Energy Codes; The City of Dublin's Zoning Code; and related State and local laws. Consultant shall make such inspections and investigations as may be required to affect such enforcement and issue permits as / are required by the City's Ordinances and duly adopted policies. Such enforcement shall include the duties related to the Building Official, as assigned, as set forth in the Dublin Municipal Code, and in the performance of such work the Consultant shall do the following:

    a. **Plan Review.** As assigned by the Chief Building Official, review plans prepared by or on behalf of applicants for compliance with the applicable Federal, State, and City ordinances and regulations.

        Consultant will strive to complete the first plan check submitted within ten (10) business days of notification of assignment of review by the City. The goal agreed to by Consultant will be to complete 95% of all complete submittal within the ten (10) day period. City recognizes that on large scale projects this may not be possible, and Consultant will strive for a plan review period that does not exceed fifteen (15) days on large-scale projects. The Consultant SHALL notify the Chief Building Official if the first plan check will not be completed within ten (10) business days.

        Consultant will strive to complete the second or subsequent plan check submitted within five (5) business days of notification of assignment of review by the City. The goal agreed to by Consultant will be to complete 95% of all complete submittal within the five (5) day period. City recognizes that on large scale projects this may not be possible, and Consultant will strive for a plan review period that does not exceed ten (10) days on largescale projects. The Consultant SHALL notify the Chief Building Official if the first plan check will not be completed within five (5) business days.

    b. **Building Inspection.** Provide building inspection services during the course of construction of facilities to enforce compliance with the provisions of applicable laws including City Ordinances and regulations set forth on the plans for which the permit is issued. In the performance of such duties, Consultant shall provide prompt inspections for each project

at the completion of various stages of construction to determine compliance. Consultant shall provide City Manager and / or designee with relevant background information on all assigned inspection personnel prior to assignment under this agreement. Consultant shall assign competent personnel whose background, experience, applicable certifications, and demeanor demonstrate an ability to conduct inspections of the type required under this Agreement, in accordance with City standards. City Manager and / or designee shall determine acceptability of assigned inspection personnel. Consultant shall promptly identify alternate personnel in the event of a request by the City Manager and / or designee. In the event that Consultant request a change in the assigned inspection personnel, Consultant shall bear the full cost of any training required to familiarize the assigned personnel with the current status of projects in the City. At the minimum, this shall include a one-week overlap with both inspectors. In the event that an assigned inspector is absent for a period of greater than three concurrent workdays, the Consultant will provide a qualified temporary replacement that is approved by the City.

c. **Presentations of Code Updates.** In the event that the State of California adopts revisions to any of the adopted codes during the term of this Agreement, Consultant upon request shall assist the Building Official in preparing the staff report and necessary ordinances in advance of the State mandatory implementation date.

d. **Other Duties.** Consultant shall perform other related activities as requested by the City, including Permit Technician or Building Official services. Fees for such services shall be negotiated on an as-needed basis as approved by the City Manager or his/her designee.

2. **REPORTING / PUBLIC INFORMATION.** Consultant shall be responsible for coordination of monthly and annual reports summarizing activities undertaken pursuant to this Agreement. Reports shall be in a format as mutually agreed by the City Manager and/or designee. As required, Consultant may prepare staff reports for City Council, including but not limited to review and adoption of related code updates. Consultant shall also assist with the preparation of informational brochures designed to assist the public with Building and Safety process.

3. **COLLECTION OF FEES.** All fees collected from permit applicants in connection with the carrying out of the functions set forth in this Agreement shall be collected by the City. If required, Consultant shall submit as appropriate, information and recommendations on proposed City adjustments to the adopted fee schedules.

4. **LIMITATIONS (AVODANCE OF CONFLICTS).** During the term of this Agreement, Consultant shall not provide services to any client for a project that requires and approval from the City.

5. **EMERGENCY OPERATIONS ASSISTANCE.** The following terms and conditions are hereby agreed to by Consultant in the event of a local or reginal emergency:

   a. Report into the City of Dublin Emergency Operations Center (E.O.C.). Contract personnel assigned to the City will make a reasonable effort to report to the City of Dublin E.O.C. as soon as possible following a local or regional emergency.

   b. Consultant shall provide emergency preparedness training. All contract personnel assigned to the City shall maintain at all times appropriate emergency training and certification, such as ATC-20 Damage Assessment Training and Certification.

   c. The Consultant shall make contract personnel and Consultant resources available for emergency response at the same hourly rates and conditions specified in this contract.

   d. The Consultant acknowledges that emergency response work may require variations in the work hours and assignments.

6. **CONTRACT PLANNING SERVICES**

Provide a full range of professional planning service including, but not limited to the following:

   a. Serve as an extension of staff and function as the project manager on assigned planning projects while protecting the interests of the City and its residents throughout the life of each assigned development project. This could include managing projects from the planning entitlement phase through construction.

   b. Perform technical review and evaluation of a wide variety of land development, subdivision, building permit and use permit applications.

   c. Process development applications in accordance with local policies and ordinances, make recommendations, and enforce mitigation monitoring and compliance with City ordinances.

   d. Prepare written project analyses and reports including identifying appropriate land use policy, design, fiscal issues and environmental requirements.

e. Conduct site inspections to determine if projects are in compliance with laws, regulations, conditions of approval, ordinances, and make recommendations regarding changes.

f. Prepare and update various planning documents such as the City's General Plan, Specific Plans, ordinances, resolutions, codes, and related planning studies and reports.

g. Provide technical advice and make clear, well organized presentations on-site, off-site and at day and evening meetings.

h. Manage sub-consultants in the preparation of project analysis, including environmental consultants.

7. ARCHITECTURAL DESIGN REVIEW

Provide the following architectural design review services including, but not limited to the following:

a. Review and evaluate conceptual architectural plans and provide constructive design critique of those plans.

b. Perform technical review of construction documents.

c. Write memorandums summarizing plan review comments.

d. Attend coordination meetings, as necessary, with staff and the applicant in the office and on the project site.

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

This AGREEMENT includes an annual escalator of 3% or February CPI, whichever is lower. All CPI increases shall be calculated by Contractor, effective each July. Rate increases shall not exceed 3% and shall be based on the San Francisco Bay Area Consumer Price Index CPI for February.

Building

Chief Building Official	$224/hour
Plan Review Services – excludes Fire & Civil (2 rechecks, hourly thereafter)	70% of permit fee
Structural Plan Review Engineer	$185/hour
Non-Structural Plans Examiner	$185/hour
Certified Access Specialist (CASp) Inspector	$192/hour
Certified Access Specialist (CASp) Plans Examiner	$192/hour
Supervising Building Inspector	$166/hour

Senior Combination Building Inspector (Building Inspector III)	$140/hour
Commercial Building Inspector (Building Inspector II)	$127/hour
Residential Building Inspector (Building Inspector I)	$105/hour
Permit Counter Manager/Deputy Building Official	$185/hour
Senior Permit Technician	$127/hour
Permit Technician	$105/hour
Clerk/Administrator	$84/hour
Supervising Inspector of Record	$247/hour
Inspector of Record	$177/hour
HCAI/DSA Required Inspector	$247/hour
Firestopping Inspector	$217/hour
Certified Access Specialist	$7.00/hour

(An hourly surcharge is permitted for each inspector that hold an active CASp certification

Planning

Housing Policy Director
$274/hour
Planning Director
$224/hour
Principal/Planning Manager
$194/hour
Senior Planner
$174/hour
Associate Planner
$147/hour
Assistant Planner
$134/hour
Planning Technician
$114/hour

General

Principal-in-Charge
$347/hour
4LEAF Project Manager
$247/hour
Vehicle required for project - 4-wheel drive (monthly)
$2500/month
Vehicle required for project - 4-wheel drive (daily)
$165/day
Vehicle required for project - 2-wheel drive (monthly)
$1500/month

Vehicle required for project - 2-wheel drive (daily)
$125/day
Project site transport, where required (gator)
$1800/month
Field Representative requiring special enhancement
$274/hour
Prevailing Wage filing
$274/filing
Project Administration specialized billing
$144/hour
elas/GoFormz
$50/user/month

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
COFFMAN ENGINEERS
FOR
ON-CALL PLANNING SERVICES**

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and Coffman Engineers ("Consultant") (together sometimes referred to as the "Parties") as of July 1, 2026 (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, 2029 unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

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

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

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

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $450,000, 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 regarding the amount of compensation between this Agreement and Consultant's proposal, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

- A brief description of the work, and each reimbursable expense.

- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;

- The Consultant's signature;

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

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

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

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

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

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

2.6 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit A. Expenses not listed in Exhibit A are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

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

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

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

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

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

Consultant shall, to the extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.

With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the sole negligence or willful misconduct of the City.

Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

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

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

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

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; 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:
Coffman Engineers
1939 Harrison St, #320
Oakland, CA 94612
Any written notice to City shall be sent to:

City of Dublin
Attn: Amy Million, Community Development Director
100 Civic Plaza
Dublin, CA 94568

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

Exhibit A Scope of Services & Compensation Schedule/Reimbursable Expenses

10.12 Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be an original and 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

Colleen Tribby, City Manager
Acoustics

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

COFFMAN ENGINEERS

Signed by:
Timothy Der
17469EA2695C45C...

Timothy Der, Principal Advisor,

Consultant's DIR Registration Number (if applicable)

EXHIBIT A

SCOPE OF SERVICES

Acoustical Analysis
Provide a full range of technical expertise in the field of acoustical analysis including, but not limited to the following:

- Conduct field inspections and provide technical expertise, opinions and feedback regarding site specific issues related to project specific noise impacts.
- Perform technical review and evaluation of land development and use permit applications for noise impacts.
- Prepare written analyses and reports that identify impacts, propose measures to mitigate impacts and/or alternatives to reduce/eliminate those impacts, as appropriate.
- Prepare written analysis and reports that help decision makers understand the noise impacts associated with development and use permit applications.
- Attend coordination meetings, as necessary, with staff and the applicant in the office and on the project site.
- Monitor projects for compliance with approved development plans and mitigation measures to reduce/eliminate noise impacts.

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

This AGREEMENT includes an annual escalator of 3% or February CPI, whichever is lower. All CPI increases shall be calculated by Contractor, effective each July. Rate increases shall not exceed 3% and shall be based on the San Francisco Bay Area Consumer Price Index CPI for February.

CLASSIFICATION	RATE
Principal Advisor/Principal	$294
Senior Discipline Manager	$278
Discipline Manager	$255
Senior Consultant	$216
Consultant III	$196
Consultant II	$170
Consultant I	$160
Intern	$118
Clerical	$108

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
CSG CONSULTANTS
FOR
ON-CALL PLANNING SERVICES**

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and CSG Consultants ("Consultant") (together sometimes referred to as the "Parties") as of July 1, 2026 (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, 2029 unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

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

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

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

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $450,000, 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 regarding the amount of compensation between this Agreement and Consultant's proposal, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

- A brief description of the work, and each reimbursable expense.

- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;

- The Consultant's signature;

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

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

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

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

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

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

2.6 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit A. Expenses not listed in Exhibit A are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

2.8 Payment upon Termination. In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the effective date 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.

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, to the extent arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.

With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the sole negligence or willful misconduct of the City.

Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

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

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

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

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; 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:
CSG Consultants
3875 Hopyard Rd, STE 141
Pleasanton, CA 94588

Any written notice to City shall be sent to:

City of Dublin
Attn: Amy Million, Community Development Director
100 Civic Plaza
Dublin, CA 94568

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

Exhibit A Scope of Services & Compensation Schedule/Reimbursable Expenses

10.12 Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be an original and 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

Colleen Tribby, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

CSG Consultants

DocuSigned by:
Cyrus Kianpour
7AC12FF2224A4B2...

Cyrus Kianpour, President

Consultant's DIR Registration Number (if applicable)

EXHIBIT A

SCOPE OF SERVICES

Contract Planning Services
Provide a full range of professional planning service including, but not limited to the following:

- Serve as an extension of staff and function as the project manager on assigned planning projects while protecting the interests of the City and its residents throughout the life of each assigned development project. This could include managing projects from the planning entitlement phase through construction.
- Perform technical review and evaluation of a wide variety of land development, subdivision, building permit and use permit applications.
- Process development applications in accordance with local policies and ordinances, make recommendations, and enforce mitigation monitoring and compliance with City ordinances.
- Prepare written project analyses and reports including identifying appropriate land use policy, design, fiscal issues and environmental requirements.
- Conduct site inspections to determine if projects are in compliance with laws, regulations, conditions of approval, ordinances, and make recommendations regarding changes.
- Prepare and update various planning documents such as the City's General Plan, Specific Plans, ordinances, resolutions, codes, and related planning studies and reports.
- Provide technical advice and make clear, well organized presentations on-site, off-site and at day and evening meetings.
- Manage sub-consultants in the preparation of project analysis, including environmental consultants.

Architectural Design Review
Provide the following architectural design review services including, but not limited to the following:

- Review and evaluate conceptual architectural plans and provide constructive design critique of those plans.
- Perform technical review of construction documents.
- Write memorandums summarizing plan review comments.
- Attend coordination meetings, as necessary, with staff and the applicant in the office and on the project site.

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

This AGREEMENT includes an annual escalator of 3% or February CPI, whichever is lower. All CPI increases shall be calculated by Contractor, effective each July. Rate increases shall not exceed 3% and shall be based on the San Francisco Bay Area Consumer Price Index CPI for February

PERSONNEL / ROLE	HOURLY RATE
Planning Technician	$128
Assistant Planner	$161
Associate Planner	$182
Senior Planner	$219
Planning Manager	$251
Principal Planner	$246
Planning Director	$277
Principal-in-Charge	$300
Assistant Environmental Planner	$161
Environmental Planner/Analyst	$177
Associate Environmental Planner	$187
Environmental Project Manager	$235
Technical Specialist	$251
Environmental Planning Director	$289
GIS Technician	$128
GIS Analyst	$134
GIS Manager	$182
Sustainability Programs Analyst	$198
Sustainability Programs Manager	$230
Publications Specialist	$128

TERMS

- *All hourly rates include overhead costs including but not limited to salaries, benefits, workers' compensation insurance, local travel, and miscellaneous office expenses.*
- *Overtime services and services provided outside of normal business hours will be*

billed at 1.5x the applicable hourly rate.

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
DUTCHOVER & ASSOCIATES
FOR
ON-CALL PLANNING SERVICES**

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and Dutchover & Associates ("Consultant") (together sometimes referred to as the "Parties") as of July 1, 2026 (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, 2029 unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

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

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

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

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Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $450,000, 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 regarding the amount of compensation between this Agreement and Consultant's proposal, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

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- 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 A.

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2.6 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit A. Expenses not listed in Exhibit A are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

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

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

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

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

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

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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

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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:

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

b. Additional Insured Endorsement as required by the section;

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

d. Primary Insurance Endorsement as required by the section.

4.3 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.

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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

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to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

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

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

- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

Consultant shall, to the extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.

With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the sole negligence or willful misconduct of the City.

Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

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

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

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

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; 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,

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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

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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

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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.

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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.

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

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

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

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

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

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

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

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10.10 Notices. Any written notice to Consultant shall be sent to:
Dutchover & Associates
6200 Stoneridge Mall Rd, Suite 300
Pleasanton, CA 94588

Any written notice to City shall be sent to:

City of Dublin
Attn: Amy Million, Community Development Director
100 Civic Plaza
Dublin, CA 94568

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

Exhibit A Scope of Services & Compensation Schedule/Reimbursable Expenses

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

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

SIGNATURES ON FOLLOWING PAGE

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

CITY OF DUBLIN

Colleen Tribby, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

DUTCHOVER & ASSOCIATES

Signed by:
Brian Dutchover
DA9A02D277C4419...

Brian Dutchover, General Partner

Consultant's DIR Registration Number (if applicable)

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EXHIBIT A

SCOPE OF SERVICES
COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Landscape Design Review
Provide the following landscape design review services including, but not limited to the following:

- Review and evaluate conceptual landscape plans and provide constructive design critique of those plans.
- Perform technical review of landscape construction documents.
- Review landscape plans for conformance with applicable local and state regulations, including the Water Efficient Landscape Ordinance.
- Review landscape plans in coordination with site and civil improvements plans.
- Write memorandums summarizing plan review comments.
- Attend coordination meetings, as necessary, with staff and the applicant in the office and on the project site.
- Perform field inspections of projects under construction.

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

This AGREEMENT includes an annual escalator of 3% or February CPI, whichever is lower. All CPI increases shall be calculated by Contractor, effective each July. Rate increases shall not exceed 3% and shall be based on the San Francisco Bay Area Consumer Price Index CPI for February.

Hourly rates include direct salary costs, salary additives, indirect costs, overhead and fixed-fee or profit associated with performing services:

Classification	Hourly Rate
Principal - Landscape Architect	$ 215.00
Principal - Senior Designer	165.00
Certified Arborist	165.00
Designer	125.00
Administrative Assistant	$ 95.00

1. Hourly rates shall apply to travel time to and from the Pleasanton office of Dutchover & Associates.
2. Rates also include telephones, internet access, cellular phones, personal safety gear, and mileage.

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3. The hourly rates do not include sub-consultants, printing and reprographic services, postage, courier service, testing equipment rental, laboratory testing, and other reimbursable expenses that may be requested by the City of Dublin.

Reimbursable Expenses

Reimbursable expenses are additional costs to the above Hourly Rates:

Sub-Consultants.....cost plus 10%

Printing and reprographics.....cost plus 10%

Postage and courier service.....cost plus 10%

Testing equipment rental.....cost plus 10%

Laboratory testing.....cost plus 10%

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND FIRSTCARBON SOLUTIONS FOR ON-CALL PLANNING SERVICES

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and FirstCarbon Solutions ("Consultant") (together sometimes referred to as the "Parties") as of July 1, 2026 (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, 2029 unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

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

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

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

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $450,000, 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 regarding the amount of compensation between this Agreement and Consultant's proposal, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

- A brief description of the work, and each reimbursable expense.

- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;

- The Consultant's signature;

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

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

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

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

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

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

2.6 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit A. Expenses not listed in Exhibit A are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

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

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

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

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

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

Consultant shall, to the extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.

With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the sole negligence or willful misconduct of the City.

Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

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

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

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

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; 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:
FirstCarbon Solutions
2999 Oak Rd, Suite 250
Walnut Creek, CA 94597
Any written notice to City shall be sent to:

City of Dublin
Attn: Amy Million, Community Development Director
100 Civic Plaza
Dublin, CA 94568

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

Exhibit A Scope of Services & Compensation Schedule/Reimbursable Expenses

10.12 Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be an original and 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

Colleen Tribby, City Manager
Officer

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

FIRSTCARBON SOLUTIONS

DocuSigned by:
B3AC5BF245884D5...

C. Patrick Schultz, Chief Operating

Consultant's DIR Registration Number (if applicable)

EXHIBIT A

SCOPE OF SERVICES

Environmental Analysis and Documentation
Provide a full range of environmental analysis and documentation including, but not limited to the following:

- Implement the California Environmental Quality Act (CEQA) and preparing a variety of different environmental documents, including but not limited to Initial Studies, Negative Declarations, Mitigated Negative Declarations, Addendums, Supplemental Environmental Impact Reports, Environmental Impacts Reports, and Mitigation and Monitoring Programs.
- Prepare clear, concise, legally defensible environmental analysis and documentation in accordance with the State CEQA Guidelines and City of Dublin CEQA Guidelines and Procedures.
- Provide a full range of technical studies, as appropriate based on the project, to complete an environmental impact analysis in accordance with CEQA.
- Prepare CEQA documents that meet the legal requirements, are reader-friendly and allow the City to easily implement the document.
- Prepare administrative draft documents for internal review, draft documents for public review and comment, response to comments and final documents, including mitigation and monitoring programs.
- Provide on-call services in a variety of technical areas related to natural resources in order to assist staff with project implementation, mitigation monitoring, and project review.
- Attend coordination meetings, as necessary, with staff and the applicant in the office and on the project site.

Biological Resource Analysis and Documentation
Provide a full range of services in the field of biological resource analysis including, but not limited to the following:

- Demonstrated experience implementing the California Environmental Quality Act (CEQA).
- Conduct field inspections and provide technical expertise, opinions and feedback regarding site specific biological resources.
- Perform technical review and evaluation of land development and use permit applications for impacts to biological resources.
- Prepare written analyses and reports that identify impacts to biological resources, propose mitigation measures and/or alternatives to reduce/eliminate those impacts, as appropriate.

- Prepare written analysis and reports that help decision makers understand the impacts to biological resources associated with development and use permit applications.
- Attend coordination meetings, as necessary, with staff and the applicant in the office and on the project site.
- Monitor projects for compliance with approved development plans and mitigation measure reduce/eliminate impacts to biological resources.

Arboricultural Services
Provide a full range of arboricultural services including but not limited to the following:

- Perform technical review and evaluation of land development applications for impacts to existing trees, plants and shrubs.
- Conduct field inspections and provide technical expertise, opinions and feedback regarding site specific issues related to existing trees, plants and shrubs.
- Prepare written analyses and reports that identify impacts, propose measures to mitigate impacts and/or alternatives to reduce/eliminate those impacts, as appropriate.
- Prepare written analysis and reports that help decision makers understand the development impacts to existing trees, plants and shrubs.
- Attend coordination meetings, as necessary, with staff and the applicant in the office and on the project site.
- Monitor development projects for compliance with approved development plans and mitigation measures to reduce/eliminate impacts to existing trees, plants and shrubs.

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

This AGREEMENT includes an annual escalator of 3% or February CPI, whichever is lower. All CPI increases shall be calculated by Contractor, effective each July. Rate increases shall not exceed 3% and shall be based on the San Francisco Bay Area Consumer Price Index CPI for February.

FCS Personnel	Hourly Labor Rate ($)
President	$320–$340
Director/Vice President	$290–$330
Legal Counsel	$220–$290
Associate Director/Senior Team Leader	$220–$290
Senior Project Manager/Senior Scientist/Senior Regulatory Scientist	$200–$275
Project Manager/Scientist/Regulatory Scientist	$150–$200
Assistant Project Manager/Assistant Scientist/Assistant Regulatory Scientist	$130–$170

Environmental Analyst/Technical Analyst/Regulatory Analyst	$90–$130
Senior Graphic Designer/Geographic information System (GIS) Manager	$150–$210
Graphic Designer/GIS/Computer-aided Design and Drafting Specialist	$110–$150
Publications Coordinator/Technical Editor/Writer	$110–$175
Grant Manager/Writer	$125–$195
Word Processor	$95–$150
Archaeological/Paleontological Monitor I/II	$95–$150
Archaeological/Paleontological Monitor III	$130–$170
Biological Monitor I/II	$95–$150
Biological Monitor III	$130–$170
Reprographics Assistant/Intern	$70–$110
Administrative Assistant/Accounting/Clerical	$70–$125

Other Labor Rates

Labor rates for expert testimony, litigation support, and depositions/court appearances will be billed at a minimum of two times the above rates. If additional services are authorized during the performance of a contract, compensation will be based on the fee schedule in effect at the time the services are authorized.

Direct Expenses

Direct costs and out-of-pocket expenses are billed as follows:

1. Out-of-pocket expenses, including, but not limited to, travel, messenger service, reprographics, lodging, meals, blueprint, reproduction, and photographic services: Cost, as charged to FCS, plus a 10 percent administrative fee.
2. Subcontractors' fees: Cost, as charged to FCS, plus a 15 percent administrative fee.
3. Passenger Cars: $0.725 per mile.
4. Four-wheel-drive vehicles: $200.00 per day plus $0.725 per mile.
5. Records checks: Fees vary by facility and project.
6. Museum curation: Fees vary by city and project.
7. Cultural resources storage/curation of fossil and artifact collections: Cost, as charged to FCS, plus a 10 percent administrative fee.
8. Per Diem: Fees charged at the USA Federal (GSA) Rate. Lodging surcharge may apply in high-rate areas.
9. US Fish and Wildlife Service/California Department of Fish and Wildlife impacts or mitigation fees: Cost, as charged to FCS, plus a 10 percent

administrative fee.

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
GOOD CITY COMPANY
FOR
ON-CALL HOUSING SERVICES**

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and Good City Company ("Consultant") (together sometimes referred to as the "Parties") as of July 1, 2026 (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, 2029 unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

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

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

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

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $450,000, 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 regarding the amount of compensation between this Agreement and Consultant's proposal, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

- A brief description of the work, and each reimbursable expense.

- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;

- The Consultant's signature;

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

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

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

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

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

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

2.6 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit A. Expenses not listed in Exhibit A are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

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

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

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

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

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

Consultant shall, to the extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.

With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the sole negligence or willful misconduct of the City.

Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

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

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

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

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; 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:
Good City Company
816 Hamilton St, Third Floor
Redwood City, CA 94063
Any written notice to City shall be sent to:

City of Dublin
Attn: Amy Million, Community Development Director
100 Civic Plaza
Dublin, CA 94568

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

Exhibit A Scope of Services & Compensation Schedule/Reimbursable Expenses

10.12 Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be an original and 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

Colleen Tribby, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

GOOD CITY COMPANY

Signed by:
Aaron Aknin
3C6A1A91BD384BA...

Aaron Aknin, Principal

Consultant's DIR Registration Number (if applicable)

EXHIBIT A

SCOPE OF SERVICES
COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Contract Housing Services
Provide a full range of professional housing services including, but not limited to the following:

- Serve as an extension of staff and function as the project manager on assigned housing related projects while protecting the interests of the City and its residents.
- Provide technical assistance related to affordable housing, community development, project financing, performance measurement, fair housing, loan program development and implementation, compliance monitoring for deed restricted housing, and strategic planning.
- Prepare written project analyses and reports related to housing projects including identifying federal, state and local housing law requirements, policy considerations, financing concerns, and other potential issues.

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

This AGREEMENT includes an annual escalator of 3% or February CPI, whichever is lower. All CPI increases shall be calculated by Contractor, effective each July. Rate increases shall not exceed 3% and shall be based on the San Francisco Bay Area Consumer Price Index CPI for February

TITLE	2026 Hourly Rate
» **Principal/Partner**	$280
» **Planning Director**	$250
» **Economic Development Director**	$250
» **Principal Planner/Planning Manager**	$215
» **Public Policy Lead**	$200
» **Economic Development Lead**	$200
» **Senior Planner/Project Manager**	$190
» **Senior Economic Development Planner**	$190
» **Housing Services Consultant**	$185
» **Associate Planner**	$155
Economic Development Associate	$155
» **Assistant Planner**	$140
» **Planning Technician**	$115

- **Marketing Specialist/Graphic Designer** $110
- **Administrative Specialist** $100

Subconsultant Contracts Direct Billing + 10% oversight fee. Reproduction Costs Direct Billing. Mileage is reimbursed at the IRS rate. Travel within 30 miles of Redwood City offices will not be billed. Beyond 30 miles from the Redwood City Office, travel will be billed on an hourly basis at 50% of the above listed rates.

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
LSA ASSOCIATES, INC.
FOR
ON-CALL PLANNING SERVICES**

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and LSA Associates, Inc. ("Consultant") (together sometimes referred to as the "Parties") as of July 1, 2026 (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, 2029 unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

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

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

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

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Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $450,000, 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 regarding the amount of compensation between this Agreement and Consultant's proposal, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

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- 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 A.

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2.6 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit A. Expenses not listed in Exhibit A are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

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

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

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

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

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

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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

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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:

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

b. Additional Insured Endorsement as required by the section;

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

d. Primary Insurance Endorsement as required by the section.

4.3 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.

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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

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to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

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

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

- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

Consultant shall, to the extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.

With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the sole negligence or willful misconduct of the City.

Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

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

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

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

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; 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,

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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

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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

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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.

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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.

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

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

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

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

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

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

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

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10.10 Notices. Any written notice to Consultant shall be sent to:
LSA Associates, Inc.
6001 Shellmound St, Suite 425
Emeryville, CA 94608
Any written notice to City shall be sent to:

City of Dublin
Attn: Amy Million, Community Development Director
100 Civic Plaza
Dublin, CA 94568

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

Exhibit A Scope of Services & Compensation Schedule/Reimbursable Expenses

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

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

SIGNATURES ON FOLLOWING PAGE

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

CITY OF DUBLIN

Colleen Tribby, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

LSA ASSOCIATES, INC.

Signed by:
AMY FISCHER
C33AA86C3A53405...

Amy Fischer, Chief Executive Officer

Consultant's DIR Registration Number (if applicable)

Docusign Envelope ID: C85B1A48-6A76-86CA-80F9-4DEBABD0510F

EXHIBIT A

SCOPE OF SERVICES
COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Environmental Analysis and Documentation
Provide a full range of environmental analysis and documentation including, but not limited to the following:

- Implement the California Environmental Quality Act (CEQA) and preparing a variety of different environmental documents, including but not limited to Initial Studies, Negative Declarations, Mitigated Negative Declarations, Addendums, Supplemental Environmental Impact Reports, Environmental Impacts Reports, and Mitigation and Monitoring Programs.
- Prepare clear, concise, legally defensible environmental analysis and documentation in accordance with the State CEQA Guidelines and City of Dublin CEQA Guidelines and Procedures.
- Provide a full range of technical studies, as appropriate based on the project, to complete an environmental impact analysis in accordance with CEQA.
- Prepare CEQA documents that meet the legal requirements, are reader-friendly and allow the City to easily implement the document.
- Prepare administrative draft documents for internal review, draft documents for public review and comment, response to comments and final documents, including mitigation and monitoring programs.
- Provide on-call services in a variety of technical areas related to natural resources in order to assist staff with project implementation, mitigation monitoring, and project review.
- Attend coordination meetings, as necessary, with staff and the applicant in the office and on the project site.

Arboricultural Services
Provide a full range of arboricultural services including but not limited to the following:

- Perform technical review and evaluation of land development applications for impacts to existing trees, plants and shrubs.
- Conduct field inspections and provide technical expertise, opinions and feedback regarding site specific issues related to existing trees, plants and shrubs.
- Prepare written analyses and reports that identify impacts, propose measures to mitigate impacts and/or alternatives to reduce/eliminate those impacts, as appropriate.
- Prepare written analysis and reports that help decision makers understand the development impacts to existing trees, plants and shrubs.
- Attend coordination meetings, as necessary, with staff and the applicant in the office and on the project site.

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- Monitor development projects for compliance with approved development plans and mitigation measures to reduce/eliminate impacts to existing trees, plants and shrubs.

Acoustical Analysis
Provide a full range of technical expertise in the field of acoustical analysis including, but not limited to the following:

- Conduct field inspections and provide technical expertise, opinions and feedback regarding site specific issues related to project specific noise impacts.
- Perform technical review and evaluation of land development and use permit applications for noise impacts.
- Prepare written analyses and reports that identify impacts, propose measures to mitigate impacts and/or alternatives to reduce/eliminate those impacts, as appropriate.
- Prepare written analysis and reports that help decision makers understand the noise impacts associated with development and use permit applications.
- Attend coordination meetings, as necessary, with staff and the applicant in the office and on the project site.
- Monitor projects for compliance with approved development plans and mitigation measures to reduce/eliminate noise impacts.

Biological Resource Analysis and Documentation
Provide a full range of services in the field of biological resource analysis including, but not limited to the following:

- Demonstrated experience implementing the California Environmental Quality Act (CEQA).
- Conduct field inspections and provide technical expertise, opinions and feedback regarding site specific biological resources.
- Perform technical review and evaluation of land development and use permit applications for impacts to biological resources.
- Prepare written analyses and reports that identify impacts to biological resources, propose mitigation measures and/or alternatives to reduce/eliminate those impacts, as appropriate.
- Prepare written analysis and reports that help decision makers understand the impacts to biological resources associated with development and use permit applications.
- Attend coordination meetings, as necessary, with staff and the applicant in the office and on the project site.

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- Monitor projects for compliance with approved development plans and mitigation measure reduce/eliminate impacts to biological resources.

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

This AGREEMENT includes an annual escalator of 3% or February CPI, whichever is lower. All CPI increases shall be calculated by Contractor, effective each July. Rate increases shall not exceed 3% and shall be based on the San Francisco Bay Area Consumer Price Index CPI for February.

HOURLY BILLING RATES EFFECTIVE JANUARY 2026

Job Classification							Hourly Rate Range[1,2]
Environmental Planning	**Transportation**	**Air Quality/ Climate Change**	**Noise**	**Cultural/ Paleontological Resources**	**Natural Resources**	**GIS**	
Principal	Principal	Principal	Principal	Principal	Principal	Principal	$250–$350
Associate	Associate	Associate	Associate	Associate	Associate	Associate	$170–$270
Senior Planner	Senior Transportation Planner/ Engineer	Senior Air Quality/ Climate Change Specialist	Senior Noise Specialist/Senior Noise Engineer	Senior Archaeologist/ Architectural Historian/ Paleontologist	Senior Biologist/ Botanist/Wildlife Biologist/Ecologist/ Soil Scientist/ Herpetologist/ Arborist	Senior GIS Specialist	$110–$240
Planner	Transportation Planner/ Engineer	Air Quality/ Climate Change Specialist	Noise Specialist/Noise Engineer	Archaeologist/ Architectural Historian/ Paleontologist	Biologist/Botanist/ Wildlife Biologist/ Ecologist/Soil Scientist/ Herpetologist/ Arborist	GIS Specialist	$110–$190
Assistant Planner	Assistant Transportation Planner/ Engineer	Air Quality/ Climate Change Analyst	Noise Analyst	Field Archaeologist/ Paleontologist	Assistant Biologist/ Botanist/Wildlife Biologist/Ecologist/ Soil Scientist/ Herpetologist/ Arborist	Assistant GIS Specialist	$95–$150
Office Services							
Marketing							$0–$185
Office Assistant/Discipline Assistant							$110–$150
Project Accountant							$110–$140
Document Management/Technical Editing/Graphics							$115–$160

[1] The hourly rate for work involving actual time in court (e.g., giving depositions or similar expert testimony) will be billed at $400 per hour regardless of job classifications.

LSA IN-HOUSE REIMBURSABLE COSTS[1]

Description		Unit Cost	Description	Unit Cost
Reproduction	(8.5 x 11) B/W	$0.07 per page	Total Station Surveying Instrument	$50.00 per day
Reproduction	(8.5 x 11) Color	$0.40 per page	Level (Laser or Optical)	$25.00 per day
Reproduction	(11 x 17) B/W	$0.10 per page	Laser Rangefinder	$25.00 per day
Reproduction	(11 x 17) Color	$0.75 per page	Sound Meter	$75.00 per day
CD Production		$5.00 per CD	Sound Meter with Velocity Transducer	$85.00 per day
USB Flash Drive		$5.00 per drive	Differentially Corrected GPS	$75.00 per day
Plotting		$3.75 per sq ft	Water Quality Meter	$25.00 per day

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Aerial Drone		$200.00 per day	Night Vision Goggles	$50.00 per unit per night
Mileage	On-Road	Current federal rate	Wildlife Camera	$25.00 per day
Mileage	Off-Road	Current federal rate	GPS Booster	$25.00 per day
Tree Tag		$1.00	Bat Monitoring Survey Kit	$75.00 per day
			Small Mammal Trap	$1.00 per trap per day

[1] Other direct costs shall be reimbursed at cost plus 10 percent.

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
M-GROUP
FOR
ON-CALL PLANNING SERVICES**

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and M-Group ("Consultant") (together sometimes referred to as the "Parties") as of July 1, 2026 (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, 2029 unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

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

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

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

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $450,000, 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 regarding the amount of compensation between this Agreement and Consultant's proposal, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for

services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- A copy of the applicable time entries or time sheets shall be submitted showing the following:
    - Daily logs of total hours worked by each individual performing work under this Agreement;
    - Hours must be logged in increments of tenths of an hour or quarter hour;
    - If this Agreement covers multiple projects, all hours must also be logged by project assignment; and
    - A brief description of the work, and each reimbursable expense.
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;
- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and

the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.

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

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

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

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

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

2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit A. Expenses not listed in Exhibit A are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

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

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

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services

required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

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

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

Consultant shall, to the extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.

With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the sole negligence or willful misconduct of the City.

Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

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

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

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

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; 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:
M-Group
51 E. Campbell Avenue, Suite 1247
Campbell, CA 95009

Any written notice to City shall be sent to:

City of Dublin
Attn: Amy Million, Community Development Director
100 Civic Plaza
Dublin, CA 94568

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

Exhibit A Scope of Services & Compensation Schedule/Reimbursable Expenses

10.12 **Counterparts and Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be an original and 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

Colleen Tribby, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

M-Group

Signed by:
Heather Hines
8ACF82020727417...

Heather Hines, Principal

Consultant's DIR Registration Number
(if applicable)

EXHIBIT A

SCOPE OF SERVICES

Contract Planning Services
Provide a full range of professional planning service including, but not limited to the following:

- Serve as an extension of staff and function as the project manager on assigned planning projects while protecting the interests of the City and its residents throughout the life of each assigned development project. This could include managing projects from the planning entitlement phase through construction.
- Perform technical review and evaluation of a wide variety of land development, subdivision, building permit and use permit applications.
- Process development applications in accordance with local policies and ordinances, make recommendations, and enforce mitigation monitoring and compliance with City ordinances.
- Prepare written project analyses and reports including identifying appropriate land use policy, design, fiscal issues and environmental requirements.
- Conduct site inspections to determine if projects are in compliance with laws, regulations, conditions of approval, ordinances, and make recommendations regarding changes.
- Prepare and update various planning documents such as the City's General Plan, Specific Plans, ordinances, resolutions, codes, and related planning studies and reports.
- Provide technical advice and make clear, well organized presentations on-site, off-site and at day and evening meetings.
- Manage sub-consultants in the preparation of project analysis, including environmental consultants.

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

This AGREEMENT includes an annual escalator of 3% or February CPI, whichever is lower. All CPI increases shall be calculated by Contractor, effective each July. Rate increases shall not exceed 3% and shall be based on the San Francisco Bay Area Consumer Price Index CPI for February

M-GROUP STAFF	2026 HOURLY RATES
Admin Analyst Environmental Tech Planning Tech Contract Administrator	$100

Assistant Planner Assistant Environmental Planner Assistant Urban Designer Social Media Coordinator Document Specialist	$126
Associate Planner Associate Environmental Planner Associate Urban Designer GIS Services Graphics Specialist	$158
Historic Preservation Specialist Public Art Specialist	$173
Senior Planner Senior Project Manager Senior Environmental Planner Senior Urban Designer	$189
Principal Planner Principal Project Manager Principal Environmental Planner Principal Policy Planner Director of Urban Design	$210
Principal Interim CDD	$245 - $400

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
MNS ENGINEERS, INC.
FOR
ON-CALL HOUSING SERVICES**

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and MNS Engineers, Inc. ("Consultant") (together sometimes referred to as the "Parties") as of July 1, 2026 (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, 2029 unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

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

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

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

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $450,000, 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 regarding the amount of compensation between this Agreement and Consultant's proposal, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

- A brief description of the work, and each reimbursable expense.

- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;

- The Consultant's signature;

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

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

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

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

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

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

2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit A. Expenses not listed in Exhibit A are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

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

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

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

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

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant 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 (except for Professional Liability) 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 except for cancellation for non-payment of premium whereby a 10-day notice shall apply.

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

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

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

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

- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

Consultant shall, to the extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, to the extent arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.

With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the sole negligence or willful misconduct of the City.

Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's

services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

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

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

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

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; 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:
MNS Engineers, Inc.
2100 Franklin St, Suite 4C
Oakland, CA 94612
Any written notice to City shall be sent to:

City of Dublin
Attn: Amy Million, Community Development Director
100 Civic Plaza
Dublin, CA 94568

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

Exhibit A Scope of Services & Compensation Schedule/Reimbursable Expenses

10.12 Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be an original and 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

Colleen Tribby, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

MNS ENGINEERS, INC.

DocuSigned by:
Peter Minegar
4AF11AEBD1024B8...

Peter Minegar, Vice President

Consultant's DIR Registration Number (if applicable)

EXHIBIT A

SCOPE OF SERVICES

Contract Housing Services
Provide a full range of professional housing services including, but not limited to the following:

- Serve as an extension of staff and function as the project manager on assigned housing related projects while protecting the interests of the City and its residents.
- Provide technical assistance related to affordable housing, community development, project financing, performance measurement, fair housing, loan program development and implementation, compliance monitoring for deed restricted housing, and strategic planning.
- Prepare written project analyses and reports related to housing projects including identifying federal, state and local housing law requirements, policy considerations, financing concerns, and other potential issues.

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

This AGREEMENT includes an annual escalator of 3% or February CPI, whichever is lower. All CPI increases shall be calculated by Contractor, effective each July. Rate increases shall not exceed 3% and shall be based on the San Francisco Bay Area Consumer Price Index CPI for February

Project Management

Principal-in-Charge	$395.00
Manager V*	$345.00
Manager IV*	$325.00
Manager III*	$305.00
Manager II*	$285.00
Manager I*	$265.00
Project Coordinator II	$220.00
Project Coordinator I	$160.00
Project Assistant II	$135.00
Project Assistant I	$120.00

Engineering

Principal Engineer	$335.00
Engineer V	$285.00
Engineer IV	$265.00
Engineer III	$245.00

Engineer II	$230.00
Engineer I	$215.00
Designer IV	$195.00
Designer III	$170.00
Designer II	$150.00
Designer I	$130.00
Assistant Designer	$115.00

Planning

Lead Technical Specialist	$310.00
Technical Specialist IV	$275.00
Technical Specialist III	$245.00
Technical Specialist II	$225.00
Technical Specialist I	$210.00
Planner/Scientist IV	$200.00
Planner/Scientist III	$185.00
Planner/Scientist II	$165.00
Planner/Scientist I	$140.00
Technician/Field Monitor III	$140.00
Technician/Field Monitor II	$130.00
Technician/Field Monitor I	$115.00

Government Services

City Engineer	$295.00
Deputy City Engineer	$250.00
Plan Check Engineer	$205.00
Permit Engineer	$195.00
Senior City Inspector	$215.00
City Inspector	$200.00
Inspector	$185.00
Stormwater Specialist III	$250.00
Stormwater Specialist II	$220.00
Stormwater Specialist I	$190.00
Building Official	$285.00
Senior Building Inspector	$220.00
Building Inspector	$195.00
Grant Writer IV	$225.00

Grant Writer III	$200.00
Grant Writer II	$180.00
Grant Writer I	$165.00

Surveying

Principal Surveyor	$310.00
Surveyor V	$290.00
Surveyor IV	$265.00
Surveyor III	$245.00
Surveyor II	$215.00
Surveyor I	$200.00
Survey Technician III	$210.00
Survey Technician II	$190.00
Survey Technician I	$165.00
Survey Assistant	$145.00
Utility Locator IV	$245.00
Utility Locator III	$195.00
Utility Locator II	$180.00
Utility Locator I	$170.00
Survey Party Chief	$245.00
Survey Chainperson	$180.00
Survey Apprentice II	$130.00
Survey Apprentice I	$100.00

Construction Management

Principal Construction Manager	$375.00
Construction Manager IV	$340.00
Construction Manager III	$305.00
Construction Manager II	$265.00
Resident Engineer IV	$325.00
Resident Engineer III	$295.00
Resident Engineer II	$265.00
Assistant Resident Engineer	$230.00
Structure Representative	$295.00
Construction Inspector II	$215.00
Construction Inspector I	$200.00

Administrative Support

Graphics/Visualization Specialist	$165.00
Office Administrator	$100.00

Technical Support

BIM Specialist	$245.00
Technician Manager	$245.00
Technician IV	$230.00
Technician III	$215.00
Technician II	$200.00
Technician I	$185.00

DIRECT EXPENSES Use of outside consultants and vendors as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the prevailing IRS mileage reimbursement rate.

PREVAILING WAGE RATES Several categories above are used for field work on projects and subject to federal or state prevailing wage law and are subject to increases per DIR.

OVERTIME for non-exempt employees will be charged at 1.5 times the hourly rate shown above; overtime for exempt employees and other classifications will be charged at 1.0 times the hourly rate shown above.

EXPERT WITNESS rates are available upon request.
****MANAGER CLASSIFICATIONS*** include Program Manager, Project Manager, and Technical Manager

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND PLACEWORKS FOR ON-CALL PLANNING SERVICES

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and Placeworks ("Consultant") (together sometimes referred to as the "Parties") as of July 1, 2026 (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, 2029 unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

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

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

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

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Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $450,000, 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 regarding the amount of compensation between this Agreement and Consultant's proposal, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

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- 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 A.

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2.6 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit A. Expenses not listed in Exhibit A are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

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

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

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

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

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

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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

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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:

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

b. Additional Insured Endorsement as required by the section;

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

d. Primary Insurance Endorsement as required by the section.

4.3 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.

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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

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to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

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

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

- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

Consultant shall, to the extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.

With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the sole negligence or willful misconduct of the City.

Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

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

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

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

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; 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,

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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

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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

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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.

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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.

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

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

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

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

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

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

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

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10.10 Notices. Any written notice to Consultant shall be sent to:
Placeworks
2040 Bancroft Way, Suite 400
Berkeley, CA 94704
Any written notice to City shall be sent to:

City of Dublin
Attn: Amy Million, Community Development Director
100 Civic Plaza
Dublin, CA 94568

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

Exhibit A Scope of Services & Compensation Schedule/Reimbursable Expenses

10.12 Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be an original and 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

Colleen Tribby, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

PLACEWORKS

Signed by:
Kara Kosel
C937F520DDCD4BE...

Kara Kosel, Vice President, Finance

Consultant's DIR Registration Number (if applicable)

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EXHIBIT A

SCOPE OF SERVICES

Landscape Design Review
Provide the following landscape design review services including, but not limited to the following:

- Review and evaluate conceptual landscape plans and provide constructive design critique of those plans.
- Perform technical review of landscape construction documents.
- Review landscape plans for conformance with applicable local and state regulations, including the Water Efficient Landscape Ordinance.
- Review landscape plans in coordination with site and civil improvements plans.
- Write memorandums summarizing plan review comments.
- Attend coordination meetings, as necessary, with staff and the applicant in the office and on the project site.
- Perform field inspections of projects under construction.

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

This AGREEMENT includes an annual escalator of 3% or February CPI, whichever is lower. All CPI increases shall be calculated by Contractor, effective each July. Rate increases shall not exceed 3% and shall be based on the San Francisco Bay Area Consumer Price Index CPI for February.

PlaceWorks – Standard Fee Schedule

STAFF LEVEL	HOURLY BILL RATE
Principal	$210-$345
Associate Principal	$220-$295
Senior Associate II	$200-$280
Senior Associate I	$160-$240
Associate II	$165-$210
Associate I	$150-$195
Project Planner	$125-$185
Planner	$90-$165
Graphics Specialist	$90-$175
Administrator	$145-$250
Clerical/Word Processing/Technical Editor	$75-$175

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Intern	$80-$135

Subconsultants are billed at cost plus 10%. Mileage reimbursement rate is the standard IRS-approved rate.

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND RRM DESIGN GROUP FOR ON-CALL PLANNING SERVICES

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and RRM Design Group ("Consultant") (together sometimes referred to as the "Parties") as of July 1, 2026 (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, 2029 unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

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

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

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

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $450,000, 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 regarding the amount of compensation between this Agreement and Consultant's proposal, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

- A brief description of the work, and each reimbursable expense.

- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;

- The Consultant's signature;

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

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

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

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

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

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

2.6 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit A. Expenses not listed in Exhibit A are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

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

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

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

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

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

Consultant shall, to the extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.

With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the sole negligence or willful misconduct of the City.

Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

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

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

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

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; 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:
RRM Design Group
325 Davis St
San Leandro, CA 94577
Any written notice to City shall be sent to:

City of Dublin
Attn: Amy Million, Community Development Director
100 Civic Plaza
Dublin, CA 94568

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

Exhibit A Scope of Services & Compensation Schedule/Reimbursable Expenses

10.12 Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be an original and 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

Colleen Tribby, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

RRM DESIGN GROUP

Signed by:
Gina Chavez
3646788813C244E0...

Gina Chavez, Principal

Consultant's DIR Registration Number (if applicable)

EXHIBIT A

SCOPE OF SERVICES

Landscape Design Review
Provide the following landscape design review services including, but not limited to the following:

- Review and evaluate conceptual landscape plans and provide constructive design critique of those plans.
- Perform technical review of landscape construction documents.
- Review landscape plans for conformance with applicable local and state regulations, including the Water Efficient Landscape Ordinance.
- Review landscape plans in coordination with site and civil improvements plans.
- Write memorandums summarizing plan review comments.
- Attend coordination meetings, as necessary, with staff and the applicant in the office and on the project site.
- Perform field inspections of projects under construction.

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

This AGREEMENT includes an annual escalator of 3% or February CPI, whichever is lower. All CPI increases shall be calculated by Contractor, effective each July. Rate increases shall not exceed 3% and shall be based on the San Francisco Bay Area Consumer Price Index CPI for February.

Architecture	
Designer I - Arch	$86 - $117
Designer II - Arch	$93 - $137
Designer III - Arch	$111 - $176
Job Captain	$111 - $176
Architect	$117 - $179
Project Designer	$130 - $203
Project Manager - Arch	$138 - $218
Project Architect	$130 - $203
Quality Control Manager	$155 - $263
Senior Designer	$158 - $256
Senior Architect	$162 - $270
Senior Project Manager	$171 - $277
Associate Manager	$168 - $259

Design Director	$183	-	$308
Manager of Architecture	$189	-	$308
Director of Architecture	$201	-	$330
Intern Architecture	$60	-	$91
Principal	$225	-	$382
Managing Partner	$249	-	$445
Engineering			
Civil Engineering			
Construction Inspector	$107	-	$201
Designer I - Civil	$75	-	$119
Designer II - Civil	$92	-	$144
Associate Engineer	$141	-	$200
Senior Associate Engineer	$156	-	$254
Engineer I - Civil	$110	-	$158
Engineer II - Civil	$123	-	$177
Engineer III - Civil	$136	-	$195
Project Engineer - Civil	$153	-	$224
Senior Project Engineer - Civil	$174	-	$276
Project Manager - Civil	$188	-	$291
Manager of Engineering Services - Civil	$209	-	$332
Intern, Civil Engineering	$60	-	$91
Principal	$225	-	$382
Managing Partner	$249	-	$445
Structural Engineering			
Production Drafter I	$75	-	$126
Production Drafter II	$92	-	$147
Production Drafter III	$109	-	$158
Senior Drafter	$128	-	$208
Engineer I - Structural	$105	-	$154
Engineer II - Structural	$123	-	$192
Project Engineer - Structural	$147	-	$216
Senior Project Engineer - Structural	$164	-	$269
Project Manager - Structural	$175	-	$277
Manager of Engineering Services - Structural	$199	-	$318
Intern, Structural Engineering	$60	-	$91
Principal	$225	-	$382
Managing Partner	$249	-	$445
Surveying			
Survey Technician I	$82	-	$125
Survey Technician II	$95	-	$144

Survey Technician III	$110	-	$170
Party Chief	$120	-	$177
Senior Party Chief	$142	-	$228
Assistant Land Surveyor	$126	-	$184
Land Surveyor	$144	-	$214
Senior Land Surveyor	$171	-	$254
Supervisor of Surveying	$180	-	$261
Manager of Surveying	$189	-	$291
Surveying (Crew Rates)			
REGULAR			
One Person w/ GPS or Robotic Workstation			$185
Two Person Crew			$250
Three Person Crew			$330
PREVAILING WAGE			
One Person w/ GPS or Robotic Workstation			$285
Two person Crew Prevailing Wage			$350
Three person Crew Prevailing Wage			$450
Interior Design			
Designer I - Int	$84	-	$115
Designer II - Int	$90	-	$137
Associate Interior Designer	$97	-	$144
Interior Designer	$108	-	$172
Project Interior Designer	$128	-	$194
Senior Interior Designer	$143	-	$242
Landscape Architecture			
Assistant Designer	$87	-	$123
Associate Designer	$96	-	$140
Designer - Land	$108	-	$187
Landscape Architect	$111	-	$179
Senior Landscape Architect	$135	-	$219
Principal Landscape Architect	$159	-	$257
Design Director of Landscape Architecture	$162	-	$259
Manager of Landscape Architecture	$168	-	$263
Intern Landscape Architecture	$60	-	$91
Principal	$225	-	$382
Managing Partner	$249	-	$445
Planning			

Assistant Planner	$99	-	$142
Associate Planner	$117	-	$187
Urban Designer	$117	-	$187
Senior Planner	$149	-	$228
Senior Urban Designer	$149	-	$228
Supervisor of Planning & Urban Design	$161	-	$244
Principal Planner	$182	-	$277
Manager of Planning & Urban Design	$195	-	$291
Principal Park Planner	$182	-	$277
Principal	$225	-	$382
Managing Partner	$249	-	$445

Corporate Services			
Administrative Assistant	$69	-	$108
Administrative Coordinator	$83	-	$144
Office Manager	$119	-	$179
CEO	$311	-	$556
File Clerk/Administrative Support	$62	-	$90
Marketing Assistant (Intern)	$60	-	$95
Marketing Coordinator	$77	-	$130
Marketing Manager	$141	-	$263
Marketing Specialist	$104	-	$172
Office Coordinator	$83	-	$144
Business Development & Pursuits Supervisor	$126	-	$215
Receptionist	$62	-	$94
Senior Marketing Specialist	$119	-	$208

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
RSG, INC.
FOR
ON-CALL HOUSING SERVICES**

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and RSG, Inc. ("Consultant") (together sometimes referred to as the "Parties") as of July 1, 2026 (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, 2029 unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

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

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

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

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $450,000, 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 regarding the amount of compensation between this Agreement and Consultant's proposal, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner

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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; and
    - A brief description of the work, and each reimbursable expense.
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;
- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and

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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 A.

2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit A. Expenses not listed in Exhibit A are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

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

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

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services

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required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

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

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

4.1 Workers' Compensation.

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

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

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

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

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

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

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

b. Additional Insured Endorsement as required by the section;

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

d. Primary Insurance Endorsement as required by the section.

4.3 Professional Liability Insurance.

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

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

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

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

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

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

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

4.4 **All Policies Requirements.**

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

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

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

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

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

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

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

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

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

- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

Consultant shall, to the extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.

With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the sole negligence or willful misconduct of the City.

Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

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

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

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

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; 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.

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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

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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

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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.

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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:
RSG, Inc.
170 Eucalyptus Ave. Suite 200
Vista, CA 92084

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Any written notice to City shall be sent to:

City of Dublin
Attn: Amy Million, Community Development Director
100 Civic Plaza
Dublin, CA 94568

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

Exhibit A Scope of Services & Compensation Schedule/Reimbursable Expenses

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

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

SIGNATURES ON FOLLOWING PAGE

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

CITY OF DUBLIN

Colleen Tribby, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

RSG, Inc.

Signed by:
Tara Broughton
8EAD53B88B35427...

Tara Broughton, Vice President & Treasurer

Consultant's DIR Registration Number
(if applicable)

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EXHIBIT A

SCOPE OF SERVICES
COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Contract Housing Services
Provide a full range of professional housing services including, but not limited to the following:

- Serve as an extension of staff and function as the project manager on assigned housing related projects while protecting the interests of the City and its residents.
- Provide technical assistance related to affordable housing, community development, project financing, performance measurement, fair housing, loan program development and implementation, compliance monitoring for deed restricted housing, and strategic planning.
- Prepare written project analyses and reports related to housing projects including identifying federal, state and local housing law requirements, policy considerations, financing concerns, and other potential issues.

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

This AGREEMENT includes an annual escalator of 3% or February CPI, whichever is lower. All CPI increases shall be calculated by Contractor, effective each July. Rate increases shall not exceed 3% and shall be based on the San Francisco Bay Area Consumer Price Index CPI for February.

BILLING RATES

Services will be provided on a time-and-materials basis, at the billing rates in the table below. RSG will prepare a quote per task at mutually agreed upon budget with the City.

Principal	$305
Director	$295
Senior Associate	$250
Associate	$205
Senior Analyst	$185
Analyst	$170
Research Assistant	$145
Technician	$120
Clerical	$100

RSG does not charge clients for travel or mileage (except direct costs related to field work/surveys), parking, standard telephone/fax expenses, general postage, or incidental copies. However, we do charge for messenger services and overnight shipping/express mail costs. We also charge for copies of reports, documents, notices, and support material in excess of five copies. We bill reimbursable costs at the actual expense plus a 10% surcharge.

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
STANTEC CONSULTING SERVICES, INC.
FOR
ON-CALL PLANNING SERVICES**

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and Stantec Consulting Services, Inc. ("Consultant") (together sometimes referred to as the "Parties") as of July 1, 2026 (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, 2029 unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

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

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

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

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Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $450,000, 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 regarding the amount of compensation between this Agreement and Consultant's proposal, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

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- 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 A.

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2.6 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit A. Expenses not listed in Exhibit A are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

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

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

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

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

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

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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

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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:

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

b. Additional Insured Endorsement as required by the section;

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

d. Primary Insurance Endorsement as required by the section.

4.3 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.

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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

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to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

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

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

- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

Consultant shall, to the extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.

With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the sole negligence or willful misconduct of the City.

Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

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

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

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

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; 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,

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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

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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

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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.

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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.

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

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

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

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

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

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

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

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10.10 Notices. Any written notice to Consultant shall be sent to:
Stantec Consulting Services, Inc.
2999 Oak Rd, Suite 800
Walnut Creek, CA 94597-2054
Any written notice to City shall be sent to:

City of Dublin
Attn: Amy Million, Community Development Director
100 Civic Plaza
Dublin, CA 94568

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

Exhibit A Scope of Services & Compensation Schedule/Reimbursable Expenses

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

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

SIGNATURES ON FOLLOWING PAGE

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

CITY OF DUBLIN
INC.

Colleen Tribby, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

STANTEC CONSULTING SERVICES,

Signed by:
0AB041CCB5A14EB...

Trevor Macenski, Senior Principal

Consultant's DIR Registration Number (if applicable)

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EXHIBIT A

SCOPE OF SERVICES

Environmental Analysis and Documentation
Provide a full range of environmental analysis and documentation including, but not limited to the following:

- Implement the California Environmental Quality Act (CEQA) and preparing a variety of different environmental documents, including but not limited to Initial Studies, Negative Declarations, Mitigated Negative Declarations, Addendums, Supplemental Environmental Impact Reports, Environmental Impacts Reports, and Mitigation and Monitoring Programs.
- Prepare clear, concise, legally defensible environmental analysis and documentation in accordance with the State CEQA Guidelines and City of Dublin CEQA Guidelines and Procedures.
- Provide a full range of technical studies, as appropriate based on the project, to complete an environmental impact analysis in accordance with CEQA.
- Prepare CEQA documents that meet the legal requirements, are reader-friendly and allow the City to easily implement the document.
- Prepare administrative draft documents for internal review, draft documents for public review and comment, response to comments and final documents, including mitigation and monitoring programs.
- Provide on-call services in a variety of technical areas related to natural resources in order to assist staff with project implementation, mitigation monitoring, and project review.
- Attend coordination meetings, as necessary, with staff and the applicant in the office and on the project site.

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

This AGREEMENT includes an annual escalator of 3% or February CPI, whichever is lower. All CPI increases shall be calculated by Contractor, effective each July. Rate increases shall not exceed 3% and shall be based on the San Francisco Bay Area Consumer Price Index CPI for February.

STANTEC FEE SCHEDULE

Compensation for all professional, technical, and administrative staff directly charging time to the project is based upon the following fee schedule and charges.

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HOURLY RATE	DESCRIPTION	KEY TEAM MEMBERS
$264 –$302	Senior-level consultant or management	Trevor Macenski – Program Manager Anna Radonich – QA/QC Manager/Deputy Program Manager/Project Manager/CEQA Michelle Tovar – Biological Resources and Regulatory Compliance Alisa Reynolds – Cultural Resources Management Neil Doran – Hazardous Materials & Remediation Caitlin Schroeder – Project Manager/CEQA Tracie Ferguson – Noise Analyses Daryl Zerfass – Transportation/Traffic/VMT
$226 –$250	Highly specialized technical professional or supervisor of groups of professionals	Kaitlyn Heck – Project Manager/Air Quality, Greenhouse Gases, and Toxics Rebecca Riggs – Historic Resources Kaela Johnson – Project Manager/CEQA
$162 –$214	Fully qualified professional/first complete level of specialization	Gabriella Patacsil – CEQA Jennifer Webster – CEQA

OTHER LABOR RATES

Labor rates for expert testimony, litigation support, and depositions/court appearances will be billed at a minimum of two times the above rates. If additional services are authorized during the performance of a contract, compensation will be based on the fee schedule in effect at the time the services are authorized.

DIRECT EXPENSES

- Direct expenses are billed at the amount charged, as described below, plus a 10% administration cost.
- Vehicles: current IRS reimbursable rate.
- Out-of-pocket expenses, including, but not limited to, travel, messenger service, lodging, meals, blueprint, reproduction, and photographic services: Cost, as charged to Stantec.

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**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
STUDIO T-SQUARE
FOR
ON-CALL PLANNING SERVICES**

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and Studio T-Square ("Consultant") (together sometimes referred to as the "Parties") as of July 1, 2026 (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, 2029 unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

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

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

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

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $450,000, 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 regarding the amount of compensation between this Agreement and Consultant's proposal, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

- A brief description of the work, and each reimbursable expense.

- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;

- The Consultant's signature;

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

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

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

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

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

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

2.6 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit A. Expenses not listed in Exhibit A are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

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

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

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

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

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

Consultant shall, to the extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.

With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the sole negligence or willful misconduct of the City.

Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

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

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

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

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; 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:
Studio T-Square
1970 Broadway, Suite 408
Oakland, CA 94612
Any written notice to City shall be sent to:

City of Dublin
Attn: Amy Million, Community Development Director
100 Civic Plaza
Dublin, CA 94568

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

Exhibit A Scope of Services & Compensation Schedule/Reimbursable Expenses

10.12 Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be an original and 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

Colleen Tribby, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

STUDIO T-SQUARE

Signed by:
Justin Huang
3F521775217D48D...

Justin Huang, Principal

Consultant's DIR Registration Number (if applicable)

EXHIBIT A

SCOPE OF SERVICES

Architectural Design Review
Provide the following architectural design review services including, but not limited to the following:

- Review and evaluate conceptual architectural plans and provide constructive design critique of those plans.
- Perform technical review of construction documents.
- Write memorandums summarizing plan review comments.
- Attend coordination meetings, as necessary, with staff and the applicant in the office and on the project site.

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

This AGREEMENT includes an annual escalator of 3% or February CPI, whichever is lower. All CPI increases shall be calculated by Contractor, effective each July. Rate increases shall not exceed 3% and shall be based on the San Francisco Bay Area Consumer Price Index CPI for February.

For Compensation on an hourly basis, the following rates shall apply:

A. Executive Principal at the fixed rate of: $290 per hour

B. Senior Principal at the fixed rate of: $240 per hour

C. Principal II at the fixed rate of: $210 per hour

D. Principal I at the fixed rate of: $200 per hour

E. Project Director II/Sr Proj Mgr II/Sr Proj Archt II at the fixed rate of: $200 per hour

F. Project Director I/Sr Proj Mgr I/Sr Proj Archt I at the fixed rate of: $180 per hour

G. Senior Designer II/Proj Mgr/ Proj Archt at the fixed rate of: $170 per hour

H. Job Captain II/Senior Designer I at the fixed rate of: $150 per hour

I. Designer III/Job Captain I at the fixed rate of: $130 per hour

J. Designer II at the fixed rate of: $110 per hour

K. Designer I at the fixed rate of: $ 95 per hour

L. Other employees: Three (3) times their direct personnel expense

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
TRB AND ASSOCIATES, INC
FOR
BUILDING INSPECTION AND PLAN CHECK SERVICES**

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and TRB AND ASSOCIATES, INC ("Consultant") (together sometimes referred to as the "Parties") as of July 1, 2026 (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, 2029 unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

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

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

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

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $2,800,000.00, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict regarding the amount of compensation between this Agreement and Consultant's proposal, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

- A brief description of the work, and each reimbursable expense.

- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;

- The Consultant's signature;

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

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

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

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

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

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

2.6 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit A. Expenses not listed in Exhibit A are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

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

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

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

Concurrently herewith, the City and Consultant have entered into a lease agreement for the consultant's use of desks, filing cabinets, and conference space at City-owned 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.

Consultant shall, to the extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.

With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the sole negligence or willful misconduct of the City.

Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, elected officials, employees, agents and volunteers from and

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

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

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

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; 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:
TRB and Associates, Inc.
3180 Crow Canyon Pl., Suite 216
San Ramon, CA 94583

Any written notice to City shall be sent to:

City of Dublin
Att: Amy Million, Community Development Director
100 Civic Plaza
Dublin, CA 94568

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

Exhibit A Scope of Services & Compensation Schedule/Reimbursable Expenses

10.12 Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be an original and 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

Colleen Tribby, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

TRB AND ASSOCIATES, INC.

Signed by:
Todd Bailey
075F0172DECE462...

Todd Bailey, Principal

Consultant's DIR Registration Number (if applicable)

EXHIBIT A

SCOPE OF SERVICES

1. **BUILDING INSPECTION AND PLAN CHECK SERVICES.** Consultant shall enforce provisions of the City's Building, Residential, Electrical, Plumbing, Mechanical, Green Building Standards, Universal Design, Energy and Wildland Urban Interface; The City of Dublin's Zoning Code; and related State and local laws. Consultant shall make such inspections and investigations as may be required to effect such enforcement and issue permits as / are required by the City's Ordinances and duly adopted policies. Such enforcement shall include the duties related to the Building Official, as assigned, as set forth in the Dublin Municipal Code, and in the performance of such work the Consultant shall do the following:

   a. **Plan Review.** As assigned by the Chief Building Official, review plans prepared by or on behalf of applicants for compliance with the applicable Federal, State, and City ordinances and regulations.

      Consultant will strive to complete the first plan check submitted within ten (10) business days of notification of assignment of review by the City. The goal agreed to by Consultant will be to complete 95% of all complete submittal within the ten (10) day period. City recognizes that on large scale projects this may not be possible, and Consultant will strive for a plan review period that does not exceed fifteen (15) days on large-scale projects. The Consultant SHALL notify the Chief Building Official if the first plan check will not be completed within ten (10) business days.

      Consultant will strive to complete the second or subsequent plan check submitted within five (5) business days of notification of assignment of review by the City. The goal agreed to by Consultant will be to complete 95% of all complete submittal within the five (5) day period. City recognizes that on large scale projects this may not be possible, and Consultant will strive for a plan review period that does not exceed ten (10) days on largescale projects. The Consultant SHALL notify the Chief Building Official if the first plan check will not be completed within five (5) business days.

   b. **Building Inspection.** Provide building inspection services during the course of construction of facilities to enforce compliance with the provisions of applicable laws including City Ordinances and regulations set forth on the plans for which the permit is issued. In the performance of such duties, Consultant shall provide prompt inspections for each project

at the completion of various stages of construction to determine compliance. Consultant shall provide City Manager and / or designee with relevant background information on all assigned inspection personnel prior to assignment under this agreement. Consultant shall assign competent personnel whose background, experience, applicable certifications, and demeanor demonstrate an ability to conduct inspections of the type required under this Agreement, in accordance with City standards. City Manager and / or designee shall determine acceptability of assigned inspection personnel. Consultant shall promptly identify alternate personnel in the event of a request by the City Manager and / or designee. In the event that Consultant request a change in the assigned inspection personnel, Consultant shall bear the full cost of any training required to familiarize the assigned personnel with the current status of projects in the City. At the minimum, this shall include a one-week overlap with both inspectors. In the event that an assigned inspector is absent for a period of greater than three concurrent workdays, the Consultant will provide a qualified temporary replacement that is approved by the City.

c. **Presentations of Code Updates.** In the event that the State of California adopts revisions to any of the adopted codes during the term of this Agreement, Consultant upon request shall assist the Building Official in preparing the staff report and necessary ordinances in advance of the State mandatory implementation date.

d. **Other Duties.** Consultant shall perform other related activities as requested by the City, including Permit Technician or Building Official services. Fees for such services shall be negotiated on an as-needed basis as approved by the City Manager or his/her designee.

2. REPORTING / PUBLIC INFORMATION. Consultant shall be responsible for coordination of monthly and annual reports summarizing activities undertaken pursuant to this Agreement. Reports shall be in a format as mutually agreed by the City Manager and/or designee. As required, Consultant may prepare staff reports for City Council, including but not limited to review and adoption of related code updates. Consultant shall also assist with the preparation of informational brochures designed to assist the public with Building and Safety process.

3. COLLECTION OF FEES. All fees collected from permit applicants in connection with the carrying out of the functions set forth in this Agreement shall be collected by the City. If required, Consultant shall submit as appropriate, information and recommendations on proposed City adjustments to the adopted fee schedules.

4. **LIMITATIONS (AVODANCE OF CONFLICTS).** During the term of this Agreement, Consultant shall not provide services to any client for a project that requires and approval from the City.

5. **EMERGENCY OPERATIONS ASSISTANCE.** The following terms and conditions are hereby agreed to by Consultant in the event of a local or reginal emergency:

a. Report into the City of Dublin Emergency Operations Center (E.O.C.). Contract personnel assigned to the City will make a reasonable effort to report to the City of Dublin E.O.C. as soon as possible following a local or regional emergency.

b. Consultant shall provide emergency preparedness training. All contract personnel assigned to the City shall maintain at all times appropriate emergency training and certification, such as ATC-20 Damage Assessment Training and Certification.

c. The Consultant shall make contract personnel and Consultant resources available for emergency response at the same hourly rates and conditions specified in this contract.

d. The Consultant acknowledges that emergency response work may require variations in the work hours and assignments.

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

This AGREEMENT includes an annual escalator of 3% or February CPI, whichever is lower. All CPI increases shall be calculated by Contractor, effective each July. Rate increases shall not exceed 3% and shall be based on the San Francisco Bay Area Consumer Price Index CPI for February.

Position	Hourly Rate
Principal	$215.00
Project / Division Manager	$185.00
Building Official	$180.00
Assistant Building Official	$165.00
Principal Plan Review Engineer/Architect	$180.00
Supervising Plan Review Engineer/Architect	$170.00
Senior Plan Review Engineer/Architect	$165.00
Senior Plans Examiner (Building & Fire)	$155.00
Plan Review Engineer/Architect	$150.00
Plans Examiner (Building & Fire)	$140.00
Engineering Technician	$100.00 - $120.00
Permit Technician	$ 85.00 - $110.00
Clerical/Admin	$ 70.00
Fire Protection Engineer	$225.00

CASp Certified Inspector/Examiner	$180.00
Grading/Storm Water Plan Review Engineer	$205.00
QSP Storm Water Inspector	$195.00
Inspection Task Leader / Inspector of Record	$170.00
Supervising Inspector (Building & Fire)	$160.00
Senior Inspector (Building & Fire)	$130.00 - $150.00
Inspector (Building & Fire)	$115.00 - $125.00
Intern Inspector	$ 95.00
Associate Planner	$135.00 - $155.00
Senior Planner	$150.00 - $175.00
Expedited Reviews	1.5x above-noted fee

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
TRUE NORTH COMPLIANCE SERVICES
FOR
ON CALL PLAN REVIEW SERVICES**

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and True North Compliance Services ("Consultant") (together sometimes referred to as the "Parties") as of July 1, 2026 (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, 2029, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

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

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

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

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $1,000,000.00 notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict regarding the amount of compensation between this Agreement and Consultant's proposal, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

- A brief description of the work, and each reimbursable expense.

- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;

- The Consultant's signature;

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

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

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

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

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

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

2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit A. Expenses not listed in Exhibit A are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

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

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

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

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

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

Consultant shall, to the extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.

With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the sole negligence or willful misconduct of the City.

Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

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

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

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

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; 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:
True North Compliance Services
Isam Hasenin
3355 E. Spring Steet, #302
Long Beach, Ca 90806

Any written notice to City shall be sent to:

City of Dublin
Att:_Amy Million, Community Development Director
100 Civic Plaza
Dublin, CA 94568

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

Exhibit A Scope of Services & Compensation Schedule/Reimbursable Expenses

10.12 Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be an original and 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
SERVICES

Colleen Tribby, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

TRUE NORTH COMPLIANCE

Signed by:
Isam Hasenin
B9047B67823F401...

Isam Hasenin, President

Consultant's DIR Registration Number (if applicable)

EXHIBIT A

SCOPE OF SERVICES

1. PLAN CHECK SERVICES. Consultant shall enforce provisions of the City's Building, Residential, Electrical, Plumbing, Mechanical, Green Building Standards, Universal Design, Energy and Building Maintenance Codes; The City of Dublin's Zoning Code; and related State and local laws. Such enforcement shall include the duties related to the Building Official, as assigned, as set forth in the Dublin Municipal Code, and in the performance of such work the Consultant shall do the following:

   a. Plan Review. As assigned by the Chief Building Official, review plans prepared by or on behalf of applicants for compliance with the applicable Federal, State, and City ordinances and regulations.

      Consultant will strive to complete the first plan check submitted within ten (10) business days of notification of assignment of review by the City. The goal agreed to by Consultant will be to complete 95% of all complete submittal within the ten (10) day period. City recognizes that on large scale projects this may not be possible, and Consultant will strive for a plan review period that does not exceed fifteen (15) days on large-scale projects. The Consultant SHALL notify the Chief Building Official if the first plan check will not be completed within ten (10) business days.

      Consultant will strive to complete the second or subsequent plan check submitted within five (5) business days of notification of assignment of review by the City. The goal agreed to by Consultant will be to complete 95% of all complete submittal within the five (5) day period. City recognizes that on large scale projects this may not be possible, and Consultant will strive for a plan review period that does not exceed ten (10) days on largescale projects. The Consultant SHALL notify the Chief Building Official if the first plan check will not be completed within five (5) business days.

2. REPORTING / PUBLIC INFORMATION. Consultant shall be responsible for coordination of monthly and annual reports summarizing activities undertaken pursuant to this Agreement. Reports shall be in a format as mutually agreed by the City Manager and/or designee.

3. COLLECTION OF FEES. All fees collected from permit applicants in connection with the carrying out of the functions set forth in this Agreement shall be collected by the City.

4. LIMITATIONS (AVODANCE OF CONFLICTS). During the term of this Agreement, Consultant shall not provide services to any client for a project that requires and approval from the City.

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

This AGREEMENT includes an annual escalator of 3% or February CPI, whichever is lower. All CPI increases shall be calculated by Contractor, effective each July. Rate increases shall not exceed 3% and shall be based on the San Francisco Bay Area Consumer Price Index CPI for February.

Position	**Hourly Rate**
Interim Certified Building Official	$165.00
Plan Review Engineer	$145.00
Senior Plan Review Engineer	$155.00
Structural Engineer	$155.00
Licensed Geotechnical Engineer/Engineering Geologist	$155.00
Licensed Fire Protection Engineer	$155.00
Certified Plans Examiner I	$125.00
Certified Plans Examiner II	$135.00
Building/Housing Inspector I	$110.00
Building/Housing Inspector II	$125.00
Senior Building/Housing Inspector	$135.00
Code Enforcement Officer	$110.00
Senior Code Enforcement Officer	$130.00
CASp Plan Reviewer/Inspector	$135.00
Fire Plan Reviewer/Inspector I	$125.00
Fire Plan Reviewer/Inspector II	$140.00
Grading/Public Improvements Plan Review Engineer	$140.00
Planner	$145.00
Senior Planner	$165.00
Principal Planner	$180.00

Permit Technician I	$80.00
Permit Technician II	$90.00
Administrative Assistant	$70.00

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND UPAVANTI INC. FOR ON CALL PLAN REVIEW SERVICES

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and UPAVANTI INC. ("Consultant") (together sometimes referred to as the "Parties") as of July 1, 2026 (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, 2029 unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

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

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

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

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $1,000,000.00 notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict regarding the amount of compensation between this Agreement and Consultant's proposal, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

- A brief description of the work, and each reimbursable expense.

- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;

- The Consultant's signature;

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

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

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

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

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

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

2.6 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit A. Expenses not listed in Exhibit A are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

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

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

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

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

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

Consultant shall, to the extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.

With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the sole negligence or willful misconduct of the City.

Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

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

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

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

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; 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:
UPAVANTI INC.
3017 Douglas Boulevard, Suite 300
Roseville, CA 95661

Any written notice to City shall be sent to:

City of Dublin
Att: Amy Million, Community Development Director
100 Civic Plaza
Dublin, CA 94568

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

Exhibit A Scope of Services & Compensation Schedule/Reimbursable Expenses

10.12 Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be an original and 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

Colleen Tribby, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

UPAVANTI INC.

Signed by:
Sarah Deyhimi
617CDF6D7F8249D...

Sarah Deyhimi, President

Consultant's DIR Registration Number (if applicable)

EXHIBIT A

SCOPE OF SERVICES

1. PLAN CHECK SERVICES. Consultant shall enforce provisions of the City's Building, Residential, Electrical, Plumbing, Mechanical, Green Building Standards, Universal Design, Energy and Building Maintenance Codes; The City of Dublin's Zoning Code; and related State and local laws. Such enforcement shall include the duties related to the Building Official, as assigned, as set forth in the Dublin Municipal Code, and in the performance of such work the Consultant shall do the following:

   a. Plan Review. As assigned by the Chief Building Official, review plans prepared by or on behalf of applicants for compliance with the applicable Federal, State, and City ordinances and regulations.

      Consultant will strive to complete the first plan check submitted within ten (10) business days of notification of assignment of review by the City. The goal agreed to by Consultant will be to complete 95% of all complete submittal within the ten (10) day period. City recognizes that on large scale projects this may not be possible, and Consultant will strive for a plan review period that does not exceed fifteen (15) days on large-scale projects. The Consultant SHALL notify the Chief Building Official if the first plan check will not be completed within ten (10) business days.

      Consultant will strive to complete the second or subsequent plan check submitted within five (5) business days of notification of assignment of review by the City. The goal agreed to by Consultant will be to complete 95% of all complete submittal within the five (5) day period. City recognizes that on large scale projects this may not be possible, and Consultant will strive for a plan review period that does not exceed ten (10) days on largescale projects. The Consultant SHALL notify the Chief Building Official if the first plan check will not be completed within five (5) business days.

2. REPORTING / PUBLIC INFORMATION. Consultant shall be responsible for coordination of monthly and annual reports summarizing activities undertaken pursuant to this Agreement. Reports shall be in a format as mutually agreed by the City Manager and/or designee.

3. COLLECTION OF FEES. All fees collected from permit applicants in connection with the carrying out of the functions set forth in this Agreement shall be collected by the City.

4. LIMITATIONS (AVODANCE OF CONFLICTS). During the term of this Agreement, Consultant shall not provide services to any client for a project that requires and approval from the City.

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

This AGREEMENT includes an annual escalator of 3% or February CPI, whichever is lower. All CPI increases shall be calculated by Contractor, effective each July. Rate increases shall not exceed 3% and shall be based on the San Francisco Bay Area Consumer Price Index CPI for February.

Non-Structural Plan Review Services	
Senior Plan Review Engineer/Architect:	$140 per hour
CASp (non-Engineer/Architect) Plan Review:	$120 per hour
Plan Review Engineer:	$120 per hour
Senior Plans Examiner:	$120 per hour
Plans Examiner:	$100 per hour
Structural Plan Review Services	
Structural Engineer:	$140 per hour
Senior Plan Review Engineer/Architect:	$140 per hour
Review Engineer/Architect:	$120 per hour
CASp Inspection:	$120 per hour
Administration staff, permit technicians, processing, etc.	$70 per hour

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
WEST COAST CODE CONSULTANTS, INC.
FOR
ON CALL PLAN REVIEW SERVICES**

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and West Coast Code Consulting, Inc ("Consultant") (together sometimes referred to as the "Parties") as of July 1, 2026 (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, 2029, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

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

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

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

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $1,500,000.00 notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict regarding the amount of compensation between this Agreement and Consultant's proposal, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

- A brief description of the work, and each reimbursable expense.

- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;

- The Consultant's signature;

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

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

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

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

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

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

2.6 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit A. Expenses not listed in Exhibit A are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

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

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

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

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

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

Consultant shall, to the extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.

With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the sole negligence or willful misconduct of the City.

Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

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

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

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

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; 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:
West Coast Consultant, Inc
12647 Alcosta Boulevard, Suite 445
San Ramon, CA 94583

Any written notice to City shall be sent to:

City of Dublin
Att: Amy Million, Community Development Director
100 Civic Plaza
Dublin, CA 94568

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

Exhibit A Scope of Services & Compensation Schedule/Reimbursable Expenses

10.12 Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be an original and 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
INC.

Colleen Tribby, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

WEST COAST CODE CONSULTANTS,

DocuSigned by:
GIYAN AJITH SENARATNE
C7DB6A0CF6F84C8...

Giyan Senaratne, Principal / CEO

Consultant's DIR Registration Number (if applicable)

EXHIBIT A

SCOPE OF SERVICES

1. PLAN CHECK SERVICES. Consultant shall enforce provisions of the City's Building, Residential, Electrical, Plumbing, Mechanical, Green Building Standards, Wildland-Ruban Interface, Universal Design, and Energy Codes; The City of Dublin's Zoning Code; and related State and local laws. Such enforcement shall include the duties related to the Building Official, as assigned, as set forth in the Dublin Municipal Code, and in the performance of such work the Consultant shall do the following:

   a. Plan Review. As assigned by the Chief Building Official, review plans prepared by or on behalf of applicants for compliance with the applicable Federal, State, and City ordinances and regulations.

      Consultant will strive to complete the first plan check submitted within ten (10) business days of notification of assignment of review by the City. The goal agreed to by Consultant will be to complete 95% of all complete submittal within the ten (10) day period. City recognizes that on large scale projects this may not be possible, and Consultant will strive for a plan review period that does not exceed fifteen (15) days on large-scale projects. The Consultant SHALL notify the Chief Building Official if the first plan check will not be completed within ten (10) business days.

      Consultant will strive to complete the second or subsequent plan check submitted within five (5) business days of notification of assignment of review by the City. The goal agreed to by Consultant will be to complete 95% of all complete submittal within the five (5) day period. City recognizes that on large scale projects this may not be possible, and Consultant will strive for a plan review period that does not exceed ten (10) days on largescale projects. The Consultant SHALL notify the Chief Building Official if the first plan check will not be completed within five (5) business days.

   b. Presentations of Code Updates. In the event that the State of California adopts revisions to any of the adopted codes during the term of this Agreement, Consultant upon request shall assist the Building Official in preparing the staff report and necessary ordinances in advance of the State mandatory implementation date.

   c. Other Duties. Consultant shall perform other related activities as requested by the City, including Permit Technician or Building Official

services. Fees for such services shall be negotiated on an as-needed basis as approved by the City Manager or his/her designee.

2. REPORTING / PUBLIC INFORMATION. Consultant shall be responsible for coordination of monthly and annual reports summarizing activities undertaken pursuant to this Agreement. Reports shall be in a format as mutually agreed by the City Manager and/or designee. As required, Consultant may prepare staff reports for City Council, including but not limited to review and adoption of related code updates. Consultant shall also assist with the preparation of informational brochures designed to assist the public with Building and Safety process.

3. COLLECTION OF FEES. All fees collected from permit applicants in connection with the carrying out of the functions set forth in this Agreement shall be collected by the City. If required, Consultant shall submit as appropriate, information and recommendations on proposed City adjustments to the adopted fee schedules.

4. LIMITATIONS (AVODANCE OF CONFLICTS). During the term of this Agreement, Consultant shall not provide services to any client for a project that requires and approval from the City.

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

This AGREEMENT includes an annual escalator of 3% or February CPI, whichever is lower. All CPI increases shall be calculated by Contractor, effective each July. Rate increases shall not exceed 3% and shall be based on the San Francisco Bay Area Consumer Price Index CPI for February.

Minimum Plan Review	2-Hour per Hourly Rates
Expedited Plan Review	150% Per Hourly Rates
Plan Review - Commercial/Residential (On/Off Site)	$190/HR **
CASp Plans Examiner / Inspector	$195/HR **
Senior Building Inspector	$170/HR **
Certified Building Inspector III (Commercial + MEP)	$160/HR **
Certified Building Inspector II (Residential + MEP)	$150/HR **
Certified Building Inspector I (Residential)	$140/HR **
Permit Technician / Administrative Support	$115/HR

PREVAILING WAGE - HOURLY RATES **

DUBLIN
CALIFORNIA
THE NEW
AMERICAN
BACKYARD

Date: January 20, 2026

Project Title: Request for Qualifications – On-Call Contract Planning and Housing Services

Description: The City of Dublin invites firms to submit qualifications to provide contract planning and housing services.

The City of Dublin Community Development Department seeks to update our on-call contract planning and housing resources and establish a new list of qualified consultants to provide services on an as needed basis. The City is requesting firms to submit qualifications to provide on-call contract services to the Planning Division in the following Service Categories: A) contract planning services; B) contract housing services; C) landscape design review; D) architectural design review; E) arboricultural services; F) acoustical analysis; G) biological resource analysis and documentation; and H) environmental analysis and documentation. Please refer to the attached Request for Qualifications for complete details and submittal requirements.

Proposal Due: **UPDATED:** Tuesday, February 24, 2026 5:00 p.m.

Interviews: Week of March 23, 2026 (Tentative)

Contract Awarded: May 19, 2026 (Tentative)

Contact for Questions:
Amy Million, Community Development Director
City of Dublin
100 Civic Plaza
Dublin, CA 94568
925-833-6610
Amy.Million@dublin.ca.gov

Contact for Submittals:
Cathy Wells, Senior Office Assistant
City of Dublin
100 Civic Plaza
Dublin, CA 94568
925-833-6610
Cathy.Wells@dublin.ca.gov

The City of Dublin reserves the right to reject any and all proposals.

City Council
925.833.6650
City Manager
925.833.6650
Community Development
925.833.6610
Economic Development
925.833.6650
Finance/IT
925.833.6640
Fire Prevention
925.833.6606
Human Resources
925.833.6605
Parks & Community Services
925.833.6645
Police
925.833.6670
Public Works
925.833.6630

100 Civic Plaza
Dublin, CA 94568
P 925.833.6650
F 925.833.6651
www.dublin.ca.gov

Request for Qualifications

On-Call Planning and Housing Services

City of Dublin Community Development Department

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2. Scope of Services
3. Submittal Requirements
4. Selection Process
5. Selection Schedule

Attachments:

A. Scope of Environmental Analysis
B. Standard Consulting Services Agreement

1. Introduction

The City of Dublin is located at the intersection of Highways I-580 and I-680 in eastern Alameda County. The City was incorporated in 1982 and has a current population of approximately 65,000 people. Over the past 25 years Dublin has gone through a rapid growth cycle, with much of that growth focused on undeveloped land in eastern Dublin. The City is also experiencing redevelopment/revitalization of the commercial core of Downtown Dublin, and transit-oriented development around the City's two Bay Area Rapid Transit (BART) stations. The City has successfully utilized on-call contract services to augment staff in order to help manage fluctuations in workload.

The Planning Division is looking to update its on-call contract planning and housing resources and establish a new list of qualified consultants to provide services on an as-needed basis. The City is requesting firms to submit qualifications to provide on-call contract services to the Planning Division in the following Service Categories: A) contract planning services; B) contract housing services; C) landscape design review; D) architectural design review; E) arboricultural services; F) acoustical analysis; G) biological resource analysis and documentation; and H) environmental analysis and documentation.

2. Scope of Services

Selected firms could provide on-call contract planning and housing services as requested by the City during the three-year term of the agreement. These services shall be provided in a prompt, professional, and workmanlike manner in accordance with the standards of the planning profession. All work, unless otherwise specified, shall be performed on a time and materials basis, and completed to the satisfaction of the Assistant Community Development Director. Work shall be completed within the time periods allocated, or as mutually agreed to at the beginning of each assignment.

Firms desiring consideration in more than one Service Category shall provide a separate response to this RFQ for each individual category.

Service Categories

A. Contract Planning Services

1. Serve as an extension of staff and function as the project manager on assigned planning projects while protecting the interests of the City and its residents throughout the life of each assigned development project. This could include managing projects from the planning entitlement phase through construction.
2. Perform technical review and evaluation of a wide variety of land development, subdivision, building permit and use permit applications.
3. Process development applications in accordance with local policies and ordinances, make recommendations, and enforce mitigation monitoring and compliance with City ordinances.
4. Prepare written project analyses and reports including identifying appropriate land use policy, design, fiscal issues and environmental requirements.

5. Conduct site inspections to determine if projects are in compliance with laws, regulations, conditions of approval, ordinances, and make recommendations regarding changes.
6. Prepare and update various planning documents such as the City's General Plan, Specific Plans, ordinances, resolutions, codes, and related planning studies and reports.
7. Provide technical advice and make clear, well-organized presentations on-site, off-site and at day and evening meetings.
8. Manage sub-consultants in the preparation of project analysis, including environmental consultants.
9. Communicate effectively both orally and in written form.
10. Exhibit a strong commitment to customer service and interactive team participation.

B. Contract Housing Services

1. Serve as an extension of staff and function as the project manager on assigned housing related projects while protecting the interests of the City and its residents.
2. Provide technical assistance related to affordable housing, community development, project financing, performance measurement, fair housing, loan program development and implementation, compliance monitoring for deed restricted housing, and strategic planning.
3. Prepare written project analyses and reports related to housing projects including identifying federal, state and local housing law requirements, policy considerations, financing concerns, and other potential issues.
4. Communicate effectively both orally and in written form.
5. Exhibit a strong commitment to customer service and interactive team participation.

C. Landscape Design Review

1. Review and evaluate conceptual landscape plans and provide constructive design critique of those plans.
2. Perform technical review of landscape construction documents.
3. Review landscape plans for conformance with applicable local and state regulations, including the Water Efficient Landscape Ordinance.
4. Review landscape plans in coordination with site and civil improvements plans.
5. Write memorandums summarizing plan review comments.
6. Attend coordination meetings, as necessary, with staff and the applicant in the office and on the project site.
7. Perform field inspections of projects under construction.
8. Communicate effectively both orally and in written form.
9. Exhibit a strong commitment to customer service and interactive team participation.

D. Architectural Design Review

1. Review and evaluate conceptual architectural plans and provide constructive design critique of those plans.
2. Perform technical review of construction documents.
3. Write memorandums summarizing plan review comments.
4. Attend coordination meetings, as necessary, with staff and the applicant in the office and on the project site.
5. Communicate effectively both orally and in written form.
6. Exhibit a strong commitment to customer service and interactive team participation.

E. Arboricultural Services

1. Provide a full range of arboricultural services.
2. Perform technical review and evaluation of land development applications for impacts to existing trees, plants and shrubs.
3. Conduct field inspections and provide technical expertise, opinions and feedback regarding site specific issues related to existing trees, plants and shrubs.
4. Prepare written analyses and reports that identify impacts, propose measures to mitigate impacts and/or alternatives to reduce/eliminate those impacts, as appropriate.
5. Prepare written analysis and reports that help decision makers understand the development impacts to existing trees, plants and shrubs.
6. Attend coordination meetings, as necessary, with staff and the applicant in the office and on the project site.
7. Monitor development projects for compliance with approved development plans and mitigation measures to reduce/eliminate impacts to existing trees, plants and shrubs.
8. Communicate effectively both orally and in written form.
9. Exhibit a strong commitment to customer service and interactive team participation.

F. Acoustical Analysis

1. Provide a full range of technical expertise in the field of acoustical analysis.
2. Conduct field inspections and provide technical expertise, opinions and feedback regarding site specific issues related to project specific noise impacts.
3. Perform technical review and evaluation of land development and use permit applications for noise impacts.
4. Prepare written analyses and reports that identify impacts, propose measures to mitigate impacts and/or alternatives to reduce/eliminate those impacts, as appropriate.
5. Prepare written analysis and reports that help decision makers understand the noise impacts associated with development and use permit applications.
6. Attend coordination meetings, as necessary, with staff and the applicant in the office and on the project site.

7. Monitor projects for compliance with approved development plans and mitigation measures to reduce/eliminate noise impacts.
8. Communicate effectively both orally and in written form.
9. Exhibit a strong commitment to customer service and interactive team participation.

G. Biological Resource Analysis and Documentation

1. Provide a full range of services in the field of biological resource analysis.
2. Demonstrated experience implementing the California Environmental Quality Act (CEQA).
3. Conduct field inspections and provide technical expertise, opinions and feedback regarding site specific biological resources.
4. Perform technical review and evaluation of land development and use permit applications for impacts to biological resources.
5. Prepare written analyses and reports that identify impacts to biological resources, propose mitigation measures and/or alternatives to reduce/eliminate those impacts, as appropriate.
6. Prepare written analysis and reports that help decision makers understand the impacts to biological resources associated with development and use permit applications.
7. Attend coordination meetings, as necessary, with staff and the applicant in the office and on the project site.
8. Monitor projects for compliance with approved development plans and mitigation measures to reduce/eliminate impacts to biological resources.
9. Communicate effectively both orally and in written form.
10. Exhibit a strong commitment to customer service and interactive team participation.

H. Environmental Analysis and Documentation

1. Demonstrated expertise implementing the California Environmental Quality Act (CEQA) and preparing a variety of different environmental documents, including but not limited to Initial Studies, Negative Declarations, Mitigated Negative Declarations, Addendums, Supplemental Environmental Impact Reports, Environmental Impacts Reports, and Mitigation and Monitoring Programs.
2. Prepare clear, concise, legally defensible environmental analysis and documentation in accordance with the State CEQA Guidelines and City of Dublin CEQA Guidelines and Procedures.
3. Provide a full range of technical studies, as appropriate based on the project, to complete an environmental impact analysis in accordance with CEQA.
4. Prepare CEQA documents that meet the legal requirements, are reader-friendly and allow the City to easily implement the document.
5. Prepare administrative draft documents for internal review, draft documents for public review and comment, response to comments and final documents, including mitigation and monitoring programs.

6. Provide a scope and budget for the preparation of environmental documents in accordance with Attachment A to this RFQ.
7. Provide on-call services in a variety of technical areas related to natural resources in order to assist staff with project implementation, mitigation monitoring, and project review.
8. Attend coordination meetings, as necessary, with staff and the applicant in the office and on the project site.
9. Communicate effectively both orally and in written form.
10. Exhibit a strong commitment to customer service and interactive team participation.

SECTION 3 - SUBMITTAL REQUIREMENTS

Please prepare and organize your submittal based on the requirements provided below. Any additional information that you would like to include should be placed in a separated section at the back of your submittal. Please note, however, that the submittal is limited to **10 pages maximum** (excluding resumes) and should be formatted on 8 ½ x 11 paper, in 12-point font. Please submit a PDF of your proposal **per Service Category** to Cathy Wells, Senior Office Assistant, at Cathy.Wells@dublin.ca.gov.

1. Enclose a cover letter not to exceed one page per Service Category, describing the firm's interest and commitment to perform on-call planning and housing services. The person authorized by the firm to negotiate a contract with the City of Dublin shall sign the cover letter.
2. State the qualifications and experience of the firm/individual(s). Please emphasize the specific qualifications and experience with engagements of similar scope and complexity.
3. Provide at least three references (names and current phone numbers) from recent work (previous five years) similar to the Service Categories your firm is interested in providing. Include a brief description of the role associated with the reference, and the role of the respective team member.
4. List key staff members, including identification of the Principal-in-Charge and Project Manager/primary point-of-contact, and applicable licenses and/or certifications.
5. Include an organization chart, including those who may take a role in providing services to the City.
6. Provide confirmation acknowledging the following conflict of interest provisions:

   Conflict of Interest

   Proposer agrees that, for the term of this contract, no member, officer or employee of the City of Dublin, or of a public body within Alameda County or member or delegate to the Congress of the United States, during his/her tenure or for one year thereafter, shall have any direct interest in the contracts or any direct or material benefit arising therefrom.

   Proposers must provide a list of any potential conflicts of interest in working for the City of Dublin. This must include, but is not limited to, a list of your firm's clients who are the following: Private clients located or operating within the City of Dublin limits, Dublin San Ramon Service District, US Army Camp Parks and/or the County of Alameda, and a brief description of work for these clients. Proposers must also identify any other clients (including public entities) that

may pose a potential conflict of interest, as well as a brief description of work you provide to these clients.

This list must include all potential conflicts of interest within the year prior to the release of this RFP as well as current and future commitments to other projects.

Principals and those performing work for City of Dublin may be required to submit a California Fair Political Practices Commission (FPPC) Form 700: Statement of Economic Interests documenting potential financial conflicts of interest. For additional information, proposers should refer to the FPPC website at www.fppc.ca.gov/index.php?id=500.

7. Provide confirmation of your firm's ability to meet the City's standard Services Agreement, including insurance requirements (Attachment B). Exceptions to the Agreement and insurance requirements shall be specifically noted in your submittal along with the reason for the changes. These exceptions will be taken into consideration in evaluating the proposal.

SECTION 4 - SELECTION PROCESS

Submittals will be evaluated using the following criteria:

1. Qualifications and specific experience of key project team members.
2. Quality and completeness of the proposal.
3. Experience with engagement of similar scope and complexity.
4. Satisfaction of previous clients.

A subcommittee selected by City Staff will evaluate the submittals provided in response to this RFQ and may invite select firms to participate in interviews. The highest rated firms may be invited to negotiate a final agreement, including compensation. If an agreement is not reached, negotiations may be terminated and commenced with the next most qualified firm. The recommendation of the Community Development Department will be submitted by the City Council for award of contract to selected firms, and establish a list of on-call consultants to provided planning and housing services on an as needed basis.

The City reserves the right to reject any or all proposals. The City reserves the right to award a contract to the firm(s) that the City feels best meet the requirements of this RFQ and the needs of the City. The City reserves the right to reject any and all proposals prior to execution of an Agreement, with no penalty to the City.

SECTION 5 - SELECTION SCHEDULE

January 20, 2026 Initiated Request for Qualifications

UPDATED:
February 24, 2026 Proposals submitted **no later than 5:00 p.m.** to:

Cathy Wells
Senior Office Assistant
City of Dublin
Cathy.Wells@dublin.ca.gov

March 23, 2026	Interviews the week of March 23, 2026 (Tentative)
May 19, 2026	City Council consideration to award contracts (Tentative)

All questions or other communications regarding this RFQ shall be directed to Amy Million at 925-833-6610 or Amy.Million@dublin.ca.gov

ATTACHMENT A

Scope of Environmental Analysis

1. Introduction

A general introduction and description of the proposed approach and methodology shall be provided. The format of the introduction and description of the approach is at the discretion of the consultant, but it should include a short discussion of the intended approach to the project which succinctly demonstrates the consultant's understanding of the environmental impact report (EIR) process, those impact areas to be studied, and the consultant's ability to successfully address them.

2. Scope of Work

Describe the work program to accomplish the approach described above. The work program shall provide a detailed description of the work to be accomplished. The organization of the specific work activities in the plan of study should be as follows:

TASK: An overview of a related group of subtasks or activities.
SCHEDULE: A delivery date for this particular activity or subtask.
COST: Cost to complete task.
SUPPORT: Identification of any information, data, and/or assistance required from City Staff to accomplish the task.

This format should be repeated throughout the scope of work until all of the proposed work has been described in detail.

3. Schedule

Describe the time schedule for each proposed task and subtask described in the Scope of Work above. Proposed work periods and completion dates, as well as the anticipated meeting dates should also be identified. The proposed project schedule should be provided in a timeline chart.

The schedule should highlight anticipated public review periods, meeting dates, and key milestones.

4. Personnel, Equipment and Facilities

The proposal shall list all sub-consultants proposed for this project. Include their qualifications and specific responsibilities.

Describe the activities of the designated Project Manager and lead and supporting personnel. Provide resumes for those named, including their qualifications (education and experience), and their relationship and cost to the proposed project activities. All sub-consultants shall be billed through the lead consultant. The City will require that no personnel changes be made during the project without prior City approval.

City of Dublin

DUBLIN
CALIFORNIA
THE NEW
AMERICAN
BACKYARD

Request for Qualifications

Building Inspection and Plan Review Services

Release Date: January 30, 2026
Submittal Date: February 27, 2026
No later than 3:00 p.m.

City of Dublin
Building & Safety Division
Community Development Department
100 Civic Plaza
Dublin CA, 94568

NOTICE

By way of this Request for Qualifications (RFQ), the City of Dublin Building & Safety Division ("City") intends to pre-qualify a limited number of full-service consulting firms ("Firm" or "Consultant(s)") to provide professional services for the Plan Review and Inspection of construction projects within the City. Work under this RFQ would include the following types of on-call tasks, but is not limited to, plan review, inspection services of commercial, residential, and government buildings and structures for verification of compliance with the most current adopted versions of the California Building Standards Code, City's Municipal Code, relevant State and Federal Laws, the approved construction documents, and coordination between City agencies, designers, and builders in the community. Consultants responding to this RFQ should be able to demonstrate that the personnel that they employ on behalf of the City possess certifications and licenses relevant to the work they are performing pursuant to Section 18949.28 of the California Health and Safety Code. Consultants selected for award will receive a three-year (3) contract, with the City retaining the option to extend the contract for an additional two (2) years upon mutual consent of the parties.

SECTION I – Introduction

The City of Dublin Building & Safety Division is responsible for plan review and inspection of commercial, residential and government construction projects within the City. In support of these responsibilities, and at the direction of the City Council, the City employs qualified third parties to provide these services.

SECTION II- Project Schedule

The following represents the tentative schedule (subject to change) for this project.

Schedule for RFQ Process	Date
Release of RFQ	January 30, 2026
Deadline to submit questions	February 13, 2026
Proposal Submission Deadline	February 27, 2026 @ 3:00 PM
Evaluation of Proposals	March 6, 2026
Interviews (If necessary)	March 9- March 13, 2026
Selection and Notification of Vendor List	March 20, 2026
Contract Negotiations with Selected Consultants	March 23- April 3, 2026
City Council Contract Approval	May, 2026
Contract Execution	
Agreement Term Begins	July 1, 2026

SECTION III – Scope of Work

The City is soliciting a Statement of Qualifications ("SOQ") from interested consulting firms with the intent of creating a list of pre-qualified Consultants. Pursuant to Dublin Municipal Code Chapter 2.36, consultant and professional service contracts are not subject to competitive bidding but must be awarded based on demonstrated competence and qualifications. Contracts for consultant or professional services exceeding $45,000 require City Council approval.

Consultants will be pre-qualified based on the process set forth in **SECTION V**, "Selection Process and Award," of this RFQ. The City intends to qualify several Consultants for these services. Once a list of pre-qualified Consultants is created, the City will use this list to award plan review and inspection service contracts as needed. Pre-qualification status with the City does not guarantee the award of a contract resulting from this RFQ.

Consultants will be selected from this list based upon:
a) reputation and experience;
b) ability to accomplish scope of tasks;
c) ability to rapidly provide services;
d) references / satisfaction of previous clients; and
e) rates.

If a pre-qualified Consultant that has been awarded a contract is unable to perform the services with a high degree of competency and/or in a timely manner, the City may contract with the next Consultant on the list. The list of pre-qualified vendors shall remain active for a (5) five-year period. All work performed under resulting agreements shall comply with all applicable City policies, State regulations, and adopted codes. Consultants must maintain required certifications and licenses throughout the term of the awarded contract.

SECTION IV – Proposal Content, Format, and Submission

Proposal Requirements

Please prepare and organize your submittal based on the requirements provided below. Any other information you would like to include should be placed in a separate section at the back of your submittal.

All Proposals shall include the following information:

1. Cover Letter

Enclose a cover letter not to exceed two pages, describing the Firm's interest and commitment to the proposed services. Include the name, title, address, telephone number and e-mail address of the individual to whom correspondence and other contacts should be directed during the consultant selection process. The person authorized by the Firm to negotiate a contract with the City shall sign the cover letter. Please include this cover letter within the document and not as a separate page.

The Cover Letter shall be addressed to:

Don Hutsell
Chief Building Official
City of Dublin
Building & Safety Division
100 Civic Plaza
Dublin CA, 94568

2. Firm Profile

Provide a brief description of your firm's size and organizational structure.

3. Firm Qualifications and Experience

Provide a description of your firm's qualifications and experience in providing plan review and inspection services for Building Divisions / Departments. The City processes plan reviews through an electronic transmittal and review process. Firms shall describe their experience with electronic plan review. Firm must possess personnel with the licenses and certifications necessary for the work they are performing for the City. Ability to provide Certified Accessibility Specialists and licensed Professional Engineer(s) is required. Ability to provide a licensed Structural Engineer is desirable. Also identify any sub-contractors you may utilize as part of your scope of work.

The City is considering adding a Virtual Inspection Option for selected permit types. Firms shall describe minimum technical standards used for virtual inspections, including security, data retention, and file-transfer method for photos or video. Describe Firm's experience performing virtual inspections and list programs used.

List key staff members, including identification of the Principal-in-Charge and Project manager/primary point-of-contact.

Provide confirmation of your firm's ability to meet the City's Standard Consulting Agreement ("Agreement") (Exhibit A) and insurance requirements (Agreement, Section 4). Exceptions to the Agreement and insurance requirements shall be specifically noted in the Proposal. Exceptions submitted after the Proposal deadline will not be considered.

4. Relevant Project Experience

Provide a description of plan review and inspection services your firm has completed over the last three years. Include project size, scope, contract term, and a brief description of services provided. Specifically list any work conducted with governmental entities.

5. References

Provide at least three references from recent work in the previous three (3) years which required similar services described in this RFQ. Reference information shall include: Name, Address, Contract, Title, Phone Number and Term of the Contract.

The City has the right to conduct an independent investigation of the information provided in the submitted materials. This includes contacting and speaking with references. The evaluation committee may use any relevant information gathered by such investigation and any other relevant information that comes to the attention of the City to evaluate a proposal.

6. Conflict of Interest

For the duration of any resulting contract, the Firm agrees that no officer, employee, or agent of the City, any public body within Alameda County, or any member of Congress shall have any direct

financial interest in the contract. This obligation includes compliance with Government Code section 1090 and the Political Reform Act.

Firms must provide a list of any potential conflicts of interest in working for the City by identifying all previous and current contracts with the City. Include contact name(s), description of services, and dates of services performed. List any political contributions of money, in-kind services, or loans made to any member of a City Council within the last (3) years.

Disclosures must also include, but are not limited to, a list of the Firm's private and/or public clients located or operating within the following:

a) City of Dublin limits;

b) Dublin San Ramon Services District;

c) U.S. Army Camp Parks; and / or

d) County of Alameda; and

e) any other clients that may pose a potential or current conflict of interest.

The list must include all potential conflicts of interest within the year prior to the release of this RFQ as well as current and future commitments to other projects. Reasonable diligence to identify and disclose potential or current conflicts is expected of all firms submitting a response to this RFQ.

Firms, subcontractors, and/or employees performing work for the City may be required to submit a California Fair Political Practices Commission (FPPC) Form 700 to document potential financial conflicts of interest. For additional information, Firms should refer to the FPPC website at www.fppc.ca.gov/index.php?id=500.

7. Rate Structure

Under a separate cover letter, provide a sheet showing proposed hourly rates of firm staff and equipment utilized for these types of tasks for a (3) three-year contract term with an additional (2) two-year extension option. Rate structure shall include inflation area adjustment, all costs for code books and references used by onsite and offsite third-party staff, certification and training required to meet Section 18949.25 to 18949.31 of the California Health and Safety Code, and mileage that does not exceed the IRS standard rate.

Billing Limitations
Consultants are advised that, under the City's Agreement (Exhibit A), no individual staff person may bill more than 2,000 hours in a fiscal year without prior written approval from the City Manager or designee. Firms should structure their rates and staffing plans accordingly.

Submittal of Qualifications

Your submittal package shall include the following:

- One (1) electronic copy of your proposal. Electronic copies shall be PDF submitted through email.

- The proposal shall be in Times New Roman, Arial or similar easily readable font. The size of the font shall not be smaller than 12. Narrow or condensed fonts are not permitted.

- The submittal is limited to **Twelve (12) pages maximum** (excluding resumes).

- Proposals shall be submitted no later than **February 27, 2026, 3:00 PM (PST)** as indicated on the cover page of this RFQ. Late submittals will not be accepted.

- All submittals shall be submitted through email with the subject title of the RFQ and company name.

- Proposals must be submitted to both:

  Don Hutsel
  Chief Building Official
  City of Dublin
  Building & Safety Division
  don.hutsell@dublin.ca.gov

  Nelson Pureco
  Plan Check Engineer
  Building & Safety Division
  Nelson.Pureco@dublin.ca.gov

- Faxed and/or hard copy proposals shall not be accepted.

- The City shall not be responsible for proposals delivered to a person or location other than that specified herein.

- Late submittals shall not be accepted or considered.

- All timely submittals, whether selected or rejected, shall become the property of the City, and will not be returned.

- The City reserves the right to waive minor defects and/or irregularities in proposals, and the City alone shall determine whether a defect or irregularity is material to the City's criteria for evaluating proposals.

- All costs associated with proposal preparation shall be borne by the Firm/Consultant.

- All proposals shall remain firm and unmodified for one hundred twenty (120) days following the closing date of the receipt of proposals.

Proposals must be electronically received by the City and date-stamped no later than **February 27, 2026, 3:00 p.m. Pacific Time**. Proposals received after this deadline, will NOT be accepted. The City has no authority to accept late proposals and will return any proposals received after the deadline.

SECTION V - Selection Process and Award

An evaluation committee will be formed to review each proposal and, if necessary, will conduct interviews with the top firms. Each submission will be reviewed based upon their responsiveness to each of the major content areas of this RFQ. The criteria and weighting factors to be used by each evaluation member is outlined below.

Firms Reputation and Experience.	25%
Ability to Accomplish Scope Tasks	30%
Ability to Rapidly Provide Services	25%
References (satisfaction of previous clients)	10%
Rates	10%
Total	100%

Following the review, the City's committee will determine the final number of vendors to be included on the list of pre-qualified vendors. If selected, the City will notify all vendors of their pre-qualification status. Based on input from this review process, the committee will recommend to the City Manager which top two (2) to five (5) firms shall receive contracts with a three (3) year term for on-call inspection and plan review services. The City Manager will make a recommendation to the City Council for the award of contract services. Pursuant to Dublin Municipal Code Chapter 2.36, consultant and professional services contracts are not subject to competitive bidding but must be awarded based on demonstrated competence and qualifications. Contracts for consultant or professional services exceeding $45,000 require City Council approval.

The City reserves the right to award a contract to the firm(s) that the City determines best meets the requirements of the RFQ. The City reserves the right to reject any and all Proposals prior to execution of the Agreement, with no penalty to the City.

SECTION VI – Protests

If an unsuccessful Firm wants to dispute the award recommendation, the Protest must be submitted in writing to the City Clerk no later than ten (10) calendar days after announcement of the successful Firm. The Protest must specify the factual basis and provide all supporting information for the challenge. The Protest must also be based on one or more of the following grounds:

- A material error, omission, or miscalculation occurred in the evaluation process.
- A conflict of interest, violation of law, or other material impropriety is alleged.

Protests will not be considered for disputes of proposal requirements and specifications. Protests based on alleged defects or ambiguities in the RFQ must be raised prior to the proposal due date or will be deemed waived. Failure to submit a timely written Protest to the contact listed below will bar consideration of the Protest.

Marsha Moore, City Clerk
City Manager / City Clerk Office
100 Civic Plaza
Dublin, CA 94568

925-833-6620
E-mail: marsha.moore@dublin.ca.gov

SECTION VII – Questions

Prospective Firms shall direct all questions to:

Don Hutsell, Chief Building Official
Building & Safety Division
100 Civic Plaza
Dublin, CA 94568
925-833-6620
E-mail: Don.Hutsell@dublin.ca.gov

SECTION VIII – Legal Expectations

Standard Consulting Agreement

It is anticipated that the services covered by the Agreement resulting from this solicitation will be performed on a time and materials fee basis for a specified scope of on-call work. The term of the Agreement will begin **July 1, 2026**. Consultants selected for award will receive a three-year (3) contract, with the City retaining the option to extend the Agreement for an additional two (2) years upon mutual consent of the parties.

A sample of the Agreement and insurance requirements are provided as attachment, **Exhibit A**.

If the interested firm desires to take exception to the Agreement and/or insurance requirements, the interested firm shall clearly identify proposed changes to the Agreement in their Proposal and furnish the reason for these changes. Exceptions will be taken into consideration in evaluating Proposals for the pre-qualified list. Otherwise, the interested firm is to state in the Proposal that the Agreement and insurance requirements are acceptable. Consideration for exceptions will not be considered if not included in the submitted Proposal.

Equal Employment Opportunity

Proposer shall not, on the grounds of race, color, sex, age, religion, national origin, ancestry, physical handicap, medical condition, or marital status either discriminate or permit discrimination against any employee or applicant for employment in any manner prohibited by Federal, State or local laws. In the event of Proposer non-compliance, the City may cancel, terminate, or suspend the Agreement in whole or in part. Proposer may also be declared ineligible for further contracts with the City.

Proposer shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Proposer and its sub-consultants shall post in conspicuous places, available to all employees and applicants for employment, a notice setting

forth the following provisions [29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 C.F.R. Part 1630, 41 C.F.R. Parts 60 et seq.].

Governing Law

This RFQ summarizes the applicable laws and governance, when in conflict applicable State/Federal guidelines shall apply. The contract and legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of California.

Insurance Requirements

All insurance must meet the requirements listed in the City's Agreement (Exhibit A, Section 4). The Firm shall provide insurance coverage as follows pursuant to the City's requirements:

General Liability Insurance	$1,000,000
Automobile Liability Insurance	$1,000,000
Professional Liability Insurance	$2,000,000
Workers' Compensation Insurance	$1,000,000
Cyber Liability/Technology Errors Insurance	$1,000,000

Attachment A

Standard Consulting Services Agreement

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: **June 2, 2026**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Amendments to City's Noise Ordinance (PLPA-004348-2026)
Prepared by: Jennifer Byous, Planning Manager

EXECUTIVE SUMMARY:

On May 19, 2026 the City Council considered City-initiated amendments to Dublin Municipal Code Chapter 5.28 (Noise). The proposed amendments update the Noise Ordinance to establish time-based restrictions on landscape equipment and amplified sound in residential areas while retaining the general nuisance standard for enforcement. The City Council waived the first reading and introduced the ordinance. The City Council is now requested to waive the second reading and adopt the proposed Ordinance.

STAFF RECOMMENDATION:

Waive the second reading and adopt the **Ordinance** Approving Amendments to Dublin Municipal Code Chapter 5.28 (Noise).

FINANCIAL IMPACT:

None.

DESCRIPTION:

Background
Noise is regulated by Dublin Municipal Code Chapter 5.28 (Noise), which recognizes that excessive or disruptive noise can adversely affect the quality of life and well-being of residents. The Ordinance is intended to protect public health, safety, comfort, and welfare by limiting noise that is loud, unnecessary, unnatural, unusual, or habitual. The current regulations rely on a nuisance-based framework that evaluates noise subjectively based on factors such as intensity, duration, location, time of day, and its impact on a reasonable person.

On May 19, 2026, the City Council waived the first reading and introduced the Ordinance

approving the proposed Noise Ordinance Amendments included as Attachment 1. The May 19, 2026 City Council Staff Report is included as Attachment 2.

ENVIRONMENTAL DETERMINATION:

The California Environmental Quality Act (CEQA), together with State Guidelines and City of Dublin CEQA Guidelines and Procedures require that certain projects be reviewed for environmental impacts and that environmental documents be prepared. The proposed Amendments are exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the amendments will have a significant effect on the environment and are not subject to CEQA review.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Ordinance Approving Amendments to Dublin Municipal Code Chapter 5.28 (Noise)
2) City Council Staff Report dated May 19, 2026 (without attachments)

ORDINANCE NO. XX – 26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING AMENDMENTS TO DUBLIN MUNICIPAL CODE CHAPTER 5.28 (NOISE) (PLPA-004348-2026)

WHEREAS, the City occasionally initiates amendments to the Dublin Municipal Code to clarify, add, or amend certain provisions that are relevant to changes occurring in the community; and

WHEREAS, the City initiated amendments to Dublin Municipal Code Chapter 5.28 to strengthen the noise regulations in residential areas related to landscape equipment and amplified noise; and

WHEREAS, proper notice of said hearing was given in all respects as required by law; and

WHEREAS, the City Council did hear and consider all said reports, recommendations, and testimony set forth above and used its independent judgement to evaluate the amendment; and

WHEREAS, the California Environmental Quality Act ("CEQA"), together with the State Guidelines and City of Dublin CEQA Guidelines and Procedures require that certain projects be reviewed for environmental impacts and that environmental documents be prepared. The City Council finds that the Project is exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) as the Project would not result in any physical changes and it can be seen with certainty that there is no possibility that the Project would have a significant effect on the environment and is not subject to CEQA review.

NOW, THEREFORE, The City Council of the City of Dublin does ordain as follows:

Section 1. Amendment to Chapter 5.28. Dublin Municipal Code Chapter 5.28 is replaced in its entirety as follows:

Chapter 5.28 NOISE

5.28.010 Findings.
The City Council finds that the making, creation or maintenance of loud, unnecessary, unnatural, unusual or habitual noises which are prolonged, unusual, and unnatural in their time, place and use affect and are a detriment to the public health, comfort, safety, welfare, and prosperity of the residents of the city. The provisions of this chapter are enacted for the purpose of securing and promoting the public health, comfort, safety, welfare, and prosperity and the peace and quiet of the city and its inhabitants.

5.28.020 General prohibition.
A. It is unlawful and a nuisance for any person within the city persistently to maintain, emit, cause, mechanically or otherwise, or permit any animal owned by him or in his possession or control to make any loud, or disturbing, or unnecessary, or unusual or habitual noise or any noise which annoys or disturbs or injures or endangers the health, repose, peace or safety of any reasonable person of normal sensitivity present in the area.
B. The standards which shall be considered in determining whether a violation of the provisions of this chapter exists shall include, but shall not be limited to the following:
1. The level, intensity, character and duration of the noise;

2. The level, intensity and character of background noise, if any;
3. The time when and the place and zoning district where the noise occurred;
4. The proximity of the noise to residential sleeping facilities; and
5. Whether the noise is recurrent, intermittent or constant.

5.28.030 Prohibited Acts.

A. Notwithstanding any other provisions of this chapter, the following acts are declared to be disturbing, excessive and offensive noises in violation of this Chapter:

Activity	Prohibited in a residential zoning districts[1] as follows:	Examples
Landscape Equipment	Monday – Friday from 8 p.m. to 7 a.m. Saturday – Sunday from 8 p.m. to 8 a.m.	Lawn mowers, leaf blowers, edgers, or similar landscape equipment
Amplified Noise	Sunday - Thursday from 8 p.m. to 10 a.m. Friday – Saturday from 10 p.m. to 10 a.m.	Amplifiers, stereos, speakers, musical instruments, or any other sound-producing device

[1] This includes the R-1, R-2, R-M and similar, as determined by the Community Development Director, Planned Development districts.

B. At any other time of day, such equipment or noise production shall be consistent with Section 5.28.20.

5.28.040 Violation—Penalty.

Each violation of this chapter shall constitute a separate offense, and persons violating this chapter shall be deemed guilty of a misdemeanor, and upon conviction, shall be punished by a fine not to exceed five hundred dollars ($500) or by imprisonment in the county jail for a period not exceeding thirty (30) days, or both such fine and imprisonment.

Section 2. **Effective Date.** This Ordinance shall take effect and be enforced 30 days following its final adoption.

Section 3. **Posting.** The City Clerk of the City of Dublin shall cause this Ordinance to be posted in at least three public places in the City of Dublin in accordance with Section 36933 of the Government Code of the State of California.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED BY the City Council of the City of Dublin, on this 2nd day of June, 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: **May 19, 2026**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Amendments to the City's Noise Ordinance (PLPA-004348-2026)
Prepared by: Jennifer Byous, Planning Manager

EXECUTIVE SUMMARY:

The City Council will consider City-initiated amendments to Dublin Municipal Code Chapter 5.28 (Noise). The proposed amendments update the noise ordinance to establish time-based restrictions on landscape equipment and amplified sound in residential areas while retaining the general nuisance standard for enforcement. The City Council will also consider an exemption from the requirements of the California Environmental Quality Act.

STAFF RECOMMENDATION:

Conduct the public hearing, deliberate, waive the reading and introduce an **Ordinance** Approving Amendments to Dublin Municipal Code Chapter 5.28 (Noise).

FINANCIAL IMPACT:

None.

DESCRIPTION:

Background
Noise is regulated by Dublin Municipal Code Chapter 5.28 (Noise), which recognizes that excessive or disruptive noise can adversely affect the quality of life and well-being of residents. The Ordinance is intended to protect public health, safety, comfort, and welfare by limiting noise that is loud, unnecessary, unnatural, unusual, or habitual. The current regulations rely on a nuisance-based framework that evaluates noise subjectively based on factors such as intensity, duration, location, time of day, and its impact on a reasonable person.

On December 2, 2025 City Council held a public hearing to consider amendments allowing outdoor live entertainment in Downtown Dublin. During that discussion, the City Council

expressed concern regarding the subjectivity of the City's existing noise regulations and perceived challenges this creates for consistent enforcement. The City Council directed Staff to return with an evaluation of the City's noise regulations and identify options to reduce subjectivity without establishing strict decibel limits.

On February 3, 2026 City Council reviewed potential amendments presented by Staff, including proposed time-based restrictions for residential areas related to landscape equipment and amplified noise/parties. By consensus, the City Council directed Staff to prepare ordinance amendments incorporating these concepts, with modifications to allow landscape equipment use on weekends between 8:00 a.m. and 8:00 p.m., and to remove references to "parties" from the amplified noise provisions.

Analysis

The proposed amendments to the Noise Ordinance establish objective, time-based restrictions for specific noise-generating activities in residential zoning districts. The Ordinance would prohibit the use of landscape equipment (e.g., lawn mowers, leaf blowers, edgers) Monday through Friday between 8:00 p.m. and 7:00 a.m., and Saturday through Sunday between 8:00 p.m. and 8:00 a.m. In addition, amplified noise (e.g., amplifiers, stereos, speakers, musical instruments, or similar sound-producing devices) would be prohibited, Sunday through Thursday between 8:00 p.m. and 10:00 a.m., and Friday through Saturday between 10:00 p.m. and 10:00 a.m.

The amendments keep the nuisance framework and add clear time-based limits on landscape equipment and amplified sound in residential areas as directed by the City Council. The proposed amendments also maintain the flexibility of the Noise Ordinance by preserving the broader nuisance standard to address noise impacts outside of the specified activities or timeframes. Focusing these regulations on residential areas aligns with common practices in comparable jurisdictions, resulting in a balanced approach.

A draft ordinance adopting these amendments to the Noise Ordinance is included as Attachment 1. A redline version of the proposed amendments to the Noise Ordinance, where <u>underlined</u> text is proposed to be added and text with a ~~strikethrough~~ is proposed to be deleted, is included as Attachment 2.

ENVIRONMENTAL DETERMINATION:

The California Environmental Quality Act (CEQA), together with State Guidelines and City of Dublin CEQA Guidelines and Procedures require that certain projects be reviewed for environmental impacts and that environmental documents be prepared. The proposed Amendments are exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the amendments will have a significant effect on the environment and are not subject to CEQA review.

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 at several locations throughout the City. Additionally, the City Council Agenda was posted.

ATTACHMENTS:

1) Ordinance Approving Amendments to Dublin Municipal Code Chapter 5.28 (Noise)
2) Redlined Amendments to Chapter 5.28 (Noise)

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: **June 2, 2026**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: First Reading of Ordinance Amending Dublin Municipal Code Sections 2.08.020 and 2.08.040 and Providing for an Increase in Salary for City Councilmembers and a Decrease in Salary for the Mayor
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City Council will consider introducing an ordinance revising the Dublin Municipal Code to provide for an adjustment to the City Council salary and to the additional Mayor salary. The adjustments would become operative following certification of the November 2026 General Municipal Election.

STAFF RECOMMENDATION:

Waive the reading and introduce an **Ordinance** Amending Dublin Municipal Code Sections 2.08.020 and 2.08.040 to Change the Salary for Members of the City Council and the Additional Salary for the Mayor After New Terms of Office Start After the November 2026 General Municipal Election.

FINANCIAL IMPACT:

Sufficient funds are included in the Fiscal Year 2026-27 and 2027-28 budgets.

DESCRIPTION:

Government Code Section (GC) 36516 allows a general law city to provide a salary to City Councilmembers, and an increase in compensation is allowed by ordinance. Additionally, Government Code Section 36516.1 provides that a directly elected Mayor may be compensated in addition to that compensation received as a Councilmember. The salary for City Councilmembers is set in the Dublin Municipal Code Section 2.08.020, and the Mayor's salary is set in Section 2.08.040.

At the May 19, 2026 meeting, the City Council received a report and by motion approved an increase in the City Councilmember salary by four percent per year since the last adjustment in December 2024 and a decrease in the Mayor's additional salary to $400 per month. The attached ordinance (Attachment 1) reflects that and sets the City Councilmembers' salary at $1,730.56 per month and the Mayor's additional salary at $400 per month.

Government Code section 36516.5 provides that changes in council salaries cannot be made until after a new council term begins following an election. A 1997 California Attorney General Opinion provides that the Mayor salary cannot be decreased during the Mayor's term of office. In accordance with state law, the changes in Councilmember salaries and the additional Mayor salary would not be effective until the new terms of office begin following the November 2026 election.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Ordinance Amending Dublin Municipal Code Sections 2.08.020 and 2.08.040 to Change the Salary for Members of the City Council and the Additional Salary for the Mayor After New Terms of Office Start After the November 2026 General Municipal Election
2) Dublin Municipal Code Section 2.08.020 and 2.08.040

ORDINANCE NO. XX – 26

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF DUBLIN**

**AMENDING DUBLIN MUNICIPAL CODE SECTIONS 2.08.020 AND 2.08.040
TO CHANGE THE SALARY FOR MEMBERS OF THE CITY COUNCIL AND
THE ADDITIONAL SALARY FOR THE MAYOR AFTER NEW TERMS OF OFFICE START
AFTER THE NOVEMBER 2026 GENERAL MUNICIPAL ELECTION**

WHEREAS, Ordinance No. 6-82 established salaries for members of the City Council, as amended by Ordinances No. 22-85, 8-87, 4-88, 3-89, 1-90, 6-91, 23-99, 7-02, 7-04, 3-06, 5-08, 2-12, 10-16, 07-18, 10-20, 4-22, and 3-24; and

WHEREAS, Government Code Section 36516(a) allows a general law city to provide a salary to City Councilmembers. An increase in compensation is allowed by ordinance; and

WHEREAS, on May 19, 2026 the City Council directed staff to present an ordinance to increase in the City Councilmembers' salary and a decrease in the Mayor's salary; and

WHEREAS, as required by state law, the salary changes shall not become effective until new Councilmembers are sworn into office following the certification of the November 2026 General Municipal Election.

NOW, THEREFORE, the City Council of the City of Dublin does ordain as follows:

Section 1. Chapter 2.08.020 of the Dublin Municipal Code is hereby amended to read as follows:

2.08.20 Salary for members established.

Pursuant to Section 36516 of the Government Code which provides that a City Council may enact an ordinance providing that each member of the City Council shall receive a salary which shall be determined by a schedule of population for cities, the members of the City Council shall receive a salary of one thousand seven hundred thirty dollars and fifty-six cents ($1,730.56) per month.

Section 2. Chapter 2.08.040 of the Dublin Municipal Code is hereby amended to read as follows:

2.08.040 Mayor's salary.

The Mayor shall receive a monthly salary equivalent to four hundred dollars ($400) per month, in addition to that which he/she receives as a Councilmember.

Section 3. Operative Date. In accordance with Government Code section 36516.5 and other provisions of state law, Sections 1 and 2 of this Ordinance shall become operative when new terms of the Mayor and City Councilmembers begin following the certification of the November 2026 General Municipal Election.

Section 4: Effective Date and Posting of Ordinance. This Ordinance shall take effect and be in force thirty (30) days from and after the date of the passage. The City Clerk of the City of Dublin shall cause this Ordinance to be posted in at least three (3) public places in the City of Dublin in accordance with Section 36933 of the Government Code of the State of California.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Dublin this _____ day of _____ 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

2.08.020 Salary for members established.

A. Pursuant to Section 36516 of the Government Code which provides that a city council may enact an ordinance providing that each member of the city council shall receive a salary which shall be determined by a schedule of population for cities, the members of the City Council shall receive a salary of one thousand six hundred dollars ($1,600) per month.

B. No Councilmember shall be eligible to receive the increase provided herein until one (1) or more Councilmembers begin a new term of office. (Ord. 3-24 § 2; Ord. 17-09 § 1 (part))

2.08.040 Mayor's salary.

The Mayor shall receive a monthly salary equivalent to half (50%) of the City Councilmember salary amount set forth in Section 2.08.020(A), in addition to that which he/she receives as a Councilmember. (Ord. 4-22 § 2; Ord. 17-09 § 1 (part): Ord. 13-92 § 2)

Outlook

Public Record June 2 City Council Meeting Item 5.5

From Guy Houston <guyhouston@sbcglobal.net>
Date Tue 6/2/2026 3:05 PM
To City Clerk <City.Clerk@dublin.ca.gov>; Colleen Tribby <Colleen.Tribby@dublin.ca.gov>

1 attachment (239 KB)
Agenda Item 5.5 Consent Calendar City Council Salaries June 2 2026.pdf;

You don't often get email from guyhouston@sbcglobal.net. Learn why this is important

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

For the public record

Subject-

Agenda Item 5.5 June 2, 2026

Honorable Mayor and City Councilmembers,

The perplexing item on your consent calendar (Item 5.5) regarding City Council salary increases shows misplaced priorities.

It is patently unfair that the Council majority decides to give itself a pay raise at the same time considering increasing a huge tax burden on the business community. The optics of enriching yourself at the same time punishing income producing businesses is not a good one. To add to the unfairness, voting to cut the salary of the mayor, at the same time increasing your own, smacks of hypocrisy.

The mayor of all cities, including Dublin, has a larger workload in the community because they are called upon by constituents, business leaders and governmental peers to represent and speak for their city on a continual basis. It is just the way it is. To imply that the mayor does not work that hard and must be penalized with reduced pay is inaccurate and spiteful.

I would ask that the City Council rethink this direction of increasing pay of City Council and reducing the pay of the mayor. The prudent path would be to freeze City Council and Mayor salaries at current levels, until the real or imagined fiscal issues have passed.

Regards,

Guy Houston

Mayor, City of Dublin 1994-2001

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: **June 2, 2026**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Mayor's Appointment to Senior Center Advisory Committee Unscheduled Vacancies
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City Council will consider the Mayor's appointment to fill unscheduled vacancies on the Senior Center Advisory Committee.

STAFF RECOMMENDATION:

Confirm the Mayor's appointment of Namrata Berry to the unscheduled vacancy on the Senior Center Advisory Committee with a term ending December 2026 and Michael Goldstein to the unscheduled vacancy on the Senior Center Advisory Committee with a term ending December 2028.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Two unscheduled vacancies occurred on the Senior Center Advisory Committee, one on January 31, 2026 and the other on February 5, 2026 and a notice seeking applications was posted on February 17, 2026 with a deadline of March 13, 2026.

Applications were received from Zakariyya Ahmad, Amber Ma, Celia Ngan, Shazia Nomani, Leishadharini Sattiamoorthy, Haris Shahab, and alternates Namrata Berry and Michael Goldstein. After reviewing the applications, Mayor Hu has appointed Namrata Berry to the unscheduled vacancy with a term ending December 2026 and Michael Goldstein to the unscheduled vacancy with a term ending December 2028. Mayor Hu requests that the City Council confirm these appointments.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted and applicants were notified.

ATTACHMENTS:

1) Senior Center Advisory Committee Applications

Senior Center Advisory Committee Application

The Senior Center Advisory Committee consists of five members who serve four-year staggered terms. This Committee makes recommendations related to the operation and maintenance of an effective and efficient Senior Center for the residents of Dublin.

Senior Center Advisory Committee Bylaws and Rules of Procedure govern the meetings and activities

To browse past Agendas and Minutes for the Commission, visit the City's Online Records Portal.

Date Time *
5/28/2025

First Name *
Namrata

Last Name *
Berry

Address *
Street Address
[redacted]

Address Line 2

City
Dublin

State/Province/Region
CA

Postal/Zip Code
94568

Country
United States

Phone (Primary) *
[redacted]

Phone (Secondary)

E-mail *
[redacted]

How long have you been a resident of Dublin? *
14

Have you participated in Inside Dublin? *
- (●) Yes
- ( ) No

If yes, what year?
2024

Are you a Lobbyist? *
Measure JJ, the Government Accountability Act, approved by the voters in November 2024 prohibits commissioners from being lobbyists.
- ( ) Yes
- (●) No

Application Questions

Why are you interested in serving on the Senior Center Advisory Committee?

I'm interested in serving on the Senior Center Advisory Committee because I want to help support and improve the lives of seniors in our community. Through my volunteer work and leadership in Rotary, I've seen how important it is to create programs that keep seniors active, connected, and valued. I hope to bring a fresh perspective and contribute to making the Senior Center even more welcoming and effective.

In what organizations are you currently a member? Please list.

I am currently involved in the following organizations:
Rotary Club of Dublin (Past President)
Rotary District 5170 (Current Assistant Governor, Area 5)
Dublin High School PFSO
Police Chief Advisory Committee
Dublin Unified School District Citizens' Bond Oversight Committee (CBOC) Member

What is your impression of the programs and services offered for seniors through the Dublin Senior Center?

My impression of the programs and services offered at the Dublin Senior Center is very positive. The Center provides a welcoming space where seniors can stay active, socialize, and engage in lifelong learning. From fitness classes to educational workshops and social events, the variety of offerings supports both physical and mental well-being. I appreciate the City's commitment to creating an inclusive environment for seniors, and I believe there's always room to grow and adapt as community needs evolve.

Have you or a family member participated in the programs, services, or events offered at the Dublin Senior Center?

Yes my kids participated in dance classes there.

Are there additional programs and services that should be offered through the Dublin Senior Center? Please describe.

While the Dublin Senior Center already offers great programs, there are opportunities to expand in ways that further enrich seniors' lives. For example, intergenerational programs that connect seniors with youth—like storytelling sessions, tech help, or mentorship—could foster stronger community bonds. Mental health workshops, cultural celebration events, and more flexible evening or weekend activities could also help serve a wider range of seniors with different needs and schedules.

What do you feel are some of the most pressing issues facing senior adults in the City of Dublin?

Some of the most pressing issues facing senior adults in Dublin include social isolation, transportation challenges, and access to affordable healthcare and housing. As the senior population grows, it's important to ensure that programs support both physical and mental well-being. Many seniors may also face technology barriers, making it harder to access information or stay connected. Addressing these issues through community outreach, support services, and inclusive programming will be key to helping seniors stay active, healthy, and engaged.

Senior Center Advisory Committee Application

The Senior Center Advisory Committee consists of five members who serve four-year staggered terms. This Committee makes recommendations related to the operation and maintenance of an effective and efficient Senior Center for the residents of Dublin.

Senior Center Advisory Committee Bylaws and Rules of Procedure govern the meetings and activities.

To browse past Agendas and Minutes for the Commission, visit the City's Online Records Portal.

Date Time *
2/17/2026

First Name *
Michael

Last Name *
Goldstein

Address *
Street Address
[redacted]
Address Line 2

City
Dublin

State/Province/Region
CA

Postal/Zip Code
94568

Country
United States

Phone (Primary) *
[redacted]

Phone (Secondary)
[redacted]

E-mail *
[redacted]

How long have you been a resident of Dublin? *
38 1/2 years

Have you participated in Inside Dublin? *
- (●) Yes
- ( ) No

If yes, what year?
2000

Are you a Lobbyist? *
Measure JJ, the Government Accountability Act, approved by the voters in November 2024 prohibits commissioners from being lobbyists.
- ( ) Yes
- (●) No

Application Questions

Why are you interested in serving on the Senior Center Advisory Committee?

I think that if I were a premanent member of this committee, I could help preserve and encourage the progression of the Senior center . I could contribute my 38 years as a Dublin Citizen for ideas of growth and contiuation of the many fine programs that the Senior Center offers. I have many contacts within the city government and citizens, and could give some great ideas for upcoming senior topics or activities.

In what organizations are you currently a member? Please list.

I am currently a volunteer for the California Highway Patrol Senior program. I also volunteer with the Camp Outs for the city of Dublin by barbecuing for 150-200 people 4 times a summer. I am a volunteer member of 4 HOAs in the Reno/Sparks area.

What is your impression of the programs and services offered for seniors through the Dublin Senior Center?

I appreciate the programs that the Senior Center offers. There are many opportunites for seniors to be involved. I like the idea that the sign on the outside advertises the upcoming events so that others may see what is coming up. I amlooking forward to helping with new program ideas.

Have you or a family member participated in the programs, services, or events offered at the Dublin Senior Center?

My wife and I attended the anniversary event of the Senior Center. It was a nice event. We look forward to attending the Lunar New Year event on March 8.

Are there additional programs and services that should be offered through the Dublin Senior Center? Please describe.

Have a pharmacist do a few lectures on safety with medications and how to dispose of unwanted/expired or unneeded medications. Have a physical therapist do a few lectures on the correct way to get out of bed, reach for items, or carry groceries.

What do you feel are some of the most pressing issues facing senior adults in the City of Dublin?

PG&E rates, Health care, transportation and mobility issues.

Senior Center Advisory Committee Application

The Senior Center Advisory Committee consists of five members who serve four-year staggered terms. This Committee makes recommendations related to the operation and maintenance of an effective and efficient Senior Center for the residents of Dublin.

Senior Center Advisory Committee Bylaws and Rules of Procedure govern the meetings and activities.

To browse past Agendas and Minutes for the Commission, visit the City's Online Records Portal.

Date Time *
3/7/2026

First Name *
Zakariyya

Last Name *
Ahmad

Address *
Street Address
[redacted]

Address Line 2

City
Dublin

State/Province/Region
CA

Postal/Zip Code
94568

Country
United States

Phone (Primary) *
[redacted]

Phone (Secondary)

E-mail *
[redacted]

How long have you been a resident of Dublin? *
13 years

Have you participated in Inside Dublin? *
- ○ Yes
- ◉ No

If yes, what year?

Are you a Lobbyist? *
Measure JJ, the Government Accountability Act, approved by the voters in November 2024 prohibits commissioners from being lobbyists.
- ○ Yes
- ◉ No

Application Questions

Why are you interested in serving on the Senior Center Advisory Committee?

As a Dublin resident for the past 15 years, I have always cared deeply about our community and the ways different generations connect with one another. When I served on the Dublin Youth Advisory Committee, our meetings were held at the Senior Center. During that time, I often saw seniors participating in classes, social gatherings, and events, and it helped me appreciate how important the center is as a place for connection and community.

Those experiences made me realize that the Senior Center has the potential to be even more welcoming and engaging for Dublin residents. I believe there are opportunities to strengthen the sense of community there and create more connections between seniors and other members of our city.

This is also personal for me. My grandmother lives with my family, and she sometimes feels hesitant about attending events at the Senior Center because she doesn't know many people there. I've gone with her to a few activities to help her feel more comfortable, and those experiences showed me how meaningful it can be when seniors feel welcomed and included.

Serving on the Senior Center Advisory Committee would give me the opportunity to represent younger residents while also advocating for programs and ideas that help everyone in our community feel connected, valued, and supported. I would love to help make the Senior Center a place where all seniors in Dublin feel comfortable participating, building friendships, and staying engaged in our community.

In what organizations are you currently a member? Please list.

I am currently a member of the Muslim Cultural Society of Dublin, where I help support community events and programs. Our organization has hosted events at the Dublin Senior Center for the past three years, bringing residents together for cultural and community gatherings.

Previously, I served as a member of the Dublin Youth Advisory Committee, where I attended regular meetings at the Senior Center and volunteered at several City of Dublin events, including the Dublin Harvest Festival, the Teen Mental Health Forum, and the City Job Fair.

In addition, I volunteer at community service events connected with National Humanitarian Day, where I have helped for the last 6 years doing various activities like packing hygiene kits for people experiencing homelessness and food supplies for families displaced by California wildfires.

I have also volunteered with the Alameda County Community Food Bank, helping deliver groceries to food-insecure seniors who were unable to travel to the food bank themselves.

What is your impression of the programs and services offered for seniors through the Dublin Senior Center?

From what I have seen, the Dublin Senior Center offers a wide variety of programs that help seniors stay active, connected, and engaged in the community. The center provides many opportunities for physical wellness and social connection, such as exercise and dance classes, chair yoga, and walking groups that help seniors stay healthy and active.

I also appreciate that there are many social and enrichment activities, including games like bridge and bingo, arts and crafts programs, and technology or educational classes that allow seniors to continue learning new skills. These programs create opportunities for seniors to build friendships, stay mentally engaged, and remain connected to the community.

At the same time, I think there are opportunities to make the center even more welcoming for seniors who may feel hesitant to attend if they don't already know people there. From my experience bringing my grandmother to a few activities, I've seen how important it is for seniors to feel personally welcomed and included when they try something new.

Overall, I believe the Senior Center offers a strong foundation of programs and services for Dublin's seniors. As a younger resident, I would be especially interested in exploring ways to strengthen intergenerational connections so that seniors, youth, and families can learn from one another and build an even stronger sense of community in Dublin.

Have you or a family member participated in the programs, services, or events offered at the Dublin Senior Center?

Yes. I have visited the Dublin Senior Center many times and have participated in several events there. When I served on the Dublin Youth Advisory Committee, our meetings were held at the Senior Center, which gave me the opportunity to regularly see the programs and activities taking place there.

I have also attended community events at the center, including the Teen Job Fair, concerts, and other gatherings hosted by the City. These events showed me how the Senior Center serves not only seniors but also as an important gathering space for the broader Dublin community.

My grandmother has also attended activities at the Senior Center, and I have gone with her to help her feel more comfortable when trying

something new. Those experiences helped me see how meaningful the center can be for seniors when they feel welcomed and connected.

In addition, I have participated in community events at the Senior Center through the Muslim Cultural Society of Dublin, which has hosted events there over the past few years. Through these experiences, I have been able to see how the Senior Center brings together people from different backgrounds and generations in our community.

Are there additional programs and services that should be offered through the Dublin Senior Center? Please describe.

The Dublin Senior Center already offers many great programs that support wellness, social connection, and lifelong learning for seniors. However, I think there are opportunities to build on these programs by creating more events that bring different generations of the Dublin community together.

For example, the Senior Center could host special intergenerational celebrations for holidays like Mother's Day and Father's Day where families, youth, and seniors are invited to participate together. These types of events could include shared meals, music, storytelling, or activities where seniors share life experiences and traditions with younger generations. Programs like this could help strengthen community bonds and help seniors feel more connected to the broader Dublin community.

Another opportunity could be creating a "Welcome to the Senior Center" program or buddy system for seniors who are attending activities for the first time. Sometimes people may feel hesitant to attend if they don't know anyone, and having volunteers or regular participants greet and introduce newcomers could help make the center feel more welcoming.

I would also be interested in exploring opportunities for youth and seniors to connect through mentorship, technology help sessions, or storytelling events where seniors can share their experiences and younger residents can learn from them. Programs like these could help strengthen relationships across generations and build an even stronger sense of community in Dublin.

What do you feel are some of the most pressing issues facing senior adults in the City of Dublin?

What do you feel are some of the most pressing issues facing senior adults in the City of Dublin?

Some of the most pressing issues facing seniors in Dublin include social isolation, health and mobility challenges, and access to programs and services that support independence and connection.

Many seniors may feel hesitant to attend events if they don't already know people. For example, my grandmother had to leave the friends she knew for most of her life when our family resettled in Dublin. I've gone with her to a few activities at the Dublin Senior Center to help her feel more comfortable and included, which showed me how important personal support is in encouraging participation.

Mobility challenges can also limit involvement. My grandmother uses a disability placard and sometimes needs assistance even for short walks, making transportation and accessible activities crucial for seniors to remain active and independent.

Technology is another barrier for many older adults. My grandmother struggles with streaming devices and internet-connected tools, which can make it harder for my grandmother to use everyday technology or stay in touch with friends and family. Programs that teach digital skills can help seniors feel more connected and confident.

Senior Center Advisory Committee Application

The Senior Center Advisory Committee consists of five members who serve four-year staggered terms. This Committee makes recommendations related to the operation and maintenance of an effective and efficient Senior Center for the residents of Dublin.

Senior Center Advisory Committee Bylaws and Rules of Procedure govern the meetings and activities.

To browse past Agendas and Minutes for the Commission, visit the City's Online Records Portal.

Date Time *
2/20/2026

First Name *
Amber

Last Name *
Ma

Address *
Street Address
[redacted]

Address Line 2

City
Dublin

State/Province/Region
CA

Postal/Zip Code
94568

Country
United States

Phone (Primary) *
[redacted]

Phone (Secondary)

E-mail *
[redacted]

How long have you been a resident of Dublin? *
1 year

Have you participated in Inside Dublin? *
- ○ Yes
- ◉ No

If yes, what year?

Are you a Lobbyist? *
Measure JJ, the Government Accountability Act, approved by the voters in November 2024 prohibits commissioners from being lobbyists.

- ○ Yes
- ◉ No

Application Questions

Why are you interested in serving on the Senior Center Advisory Committee?

Having recently taken early retirement, I am eager to dedicate my time and professional skills to the Dublin community. I am particularly interested in the Senior Center Advisory Committee because I believe my background as a CPA can contribute directly to the Center's long-term financial health and sustainability. I hope to use my financial expertise to help the committee provide sound recommendations to the Parks and Community Services Commission and City Council on budget-related matters, ensuring that the Senior Center can continue to thrive and serve Dublin's seniors effectively for years to come.

In what organizations are you currently a member? Please list.

- Diablo Valley College Advisory Board Member
- University of San Francisco Accounting Adjunct Professor
- Stanford University Continuing Studies Program Early Retirement Planning Instructor
- California CPA

What is your impression of the programs and services offered for seniors through the Dublin Senior Center?

I live next to the senior center and I have been consistently impressed with the variety and quality of programs offered, from fitness classes to social and educational opportunities. The Center appears to be a vibrant hub that successfully fosters community and active aging. The staff and current programs do an admirable job of serving a diverse group of seniors.

Have you or a family member participated in the programs, services, or events offered at the Dublin Senior Center?

Yes, I have personally attended some events and found it to be a wonderful experience. It provided me with a great opportunity to connect with other Dublin seniors and see the Center's positive atmosphere firsthand.

Are there additional programs and services that should be offered through the Dublin Senior Center? Please describe.

With an eye toward long-term financial sustainability, I believe it's valuable to explore programs that could create new, sustainable revenue streams or enhance self-sufficiency. For example, offering low-cost, members-only financial wellness workshops—such as tax preparation assistance for low-income seniors or fraud prevention seminars—could leverage existing community partnerships and attract new members. Additionally, as Dublin's senior population grows and diversifies, I would be interested in the committee exploring intergenerational programs that share resources with other city departments or developing targeted services for "younger" seniors who are recently retired and looking for new forms of engagement.

What do you feel are some of the most pressing issues facing senior adults in the City of Dublin?

I believe one of the most pressing issues is ensuring the long-term financial sustainability of the Senior Center itself, so it can continue to be a reliable resource. Closely related to this is the challenge of affordable and accessible programming. As the cost of living rises, the Center must balance the need to offer enriching activities with the reality of fixed incomes for many seniors. Another key issue is preparing for the future needs of a growing and aging population, which requires proactive financial planning and needs assessments to ensure facilities and programs remain adequate, modern, and welcoming for all Dublin seniors.

Senior Center Advisory Committee Application

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Senior Center Advisory Committee Bylaws and Rules of Procedure govern the meetings and activities.

To browse past Agendas and Minutes for the Commission, visit the City's Online Records Portal.

Date Time *
2/24/2026

First Name *
Celia

Last Name *
Ngan

Address *
Street Address
[redacted]

Address Line 2

City
dublin

State/Province/Region
ca

Postal/Zip Code
94568

Country
United States

Phone (Primary) *
[redacted]

Phone (Secondary)

E-mail *
[redacted]

How long have you been a resident of Dublin? *
8

Have you participated in Inside Dublin? *

- ○ Yes
- ◉ No

If yes, what year?

Are you a Lobbyist? *
Measure JJ, the Government Accountability Act, approved by the voters in November 2024 prohibits commissioners from being lobbyists.

- ○ Yes
- ◉ No

Application Questions

Why are you interested in serving on the Senior Center Advisory Committee?

I retired on 12/11/2025 from a governmental position with the Federal government after serving 25 years. I am mostly interested in serving our senior citizens in a community I liked to live in, and wanting to contribute my spare time to learn how to enjoy my retirement life from our fellow seniors citizens.

In what organizations are you currently a member? Please list.

I serves as a committee member in our HOA where I currently resides in.

What is your impression of the programs and services offered for seniors through the Dublin Senior Center?

It's seems to be a pretty well run organization.

Have you or a family member participated in the programs, services, or events offered at the Dublin Senior Center?

No

Are there additional programs and services that should be offered through the Dublin Senior Center? Please describe.

Assistance in advocating to lower living costs for seniors such as housing, healthcare, groceries, transportation, etc.

What do you feel are some of the most pressing issues facing senior adults in the City of Dublin?

High costs of living and inconvenient transportation.

Senior Center Advisory Committee Application

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Senior Center Advisory Committee Bylaws and Rules of Procedure govern the meetings and activities.

To browse past Agendas and Minutes for the Commission, visit the City's Online Records Portal.

Date Time *
3/9/2026

First Name *
Leishadharini

Last Name *
Sattiamoorthy

Address *
Street Address
[redacted]

Address Line 2

City
Dublin

State/Province/Region
CA

Postal/Zip Code
94568

Country
USA

Phone (Primary) *
[redacted]

Phone (Secondary)

E-mail *
[redacted]

How long have you been a resident of Dublin? *
16 years[redacted]

Have you participated in Inside Dublin? *
- ○ Yes
- ◉ No

If yes, what year?

Are you a Lobbyist? *
Measure JJ, the Government Accountability Act, approved by the voters in November 2024 prohibits commissioners from being lobbyists.
- ○ Yes
- ◉ No

Application Questions

Why are you interested in serving on the Senior Center Advisory Committee?

A few months ago, my grandfather faced severe health challenges. After suffering from a heart attack, he was provided with medication to prevent another one in the future, but this medicine was attacking his kidneys without his knowing. He lost his appetite, dropped twenty pounds, and was overall physically weak, yet he overlooked these symptoms as "old age." Had my mom not been there to make him go to the doctor, he never would have learned all the damage his kidneys were experiencing. After a month of dialysis, I am grateful he is well now, but his living in a fairly rural area led to his lack of education on medication safety. He was unable to recognize that the side effects he was experiencing were, in fact, abnormal and that he needed to consult his doctor. Unfortunately, I was not able to spend time with him during this period, but I have learned from this experience; I have learned the growing need for medication safety education among our senior communities, especially during a time when so many pills are prescribed to them. I want to share my knowledge with the senior community in my city, where I have grown up my whole life and have seen it develop over 16 years. I want to put forth educational programs to protect our seniors and encourage them to share this knowledge, as this is a public health concern. Even though medications are prescribed by medical professionals, they are not automatically safe and must be taken with caution. Especially being a youth at Emerald High School, I recognize the pressing need for overdose rescue training and medication safety information to be shared, especially with increased mental health challenges. By reducing the stigma surrounding these mental health and medication safety issues, I hope to serve on the Senior Center Advisory Committee to encourage education and discussion to protect the health and happiness of our senior citizens.

In what organizations are you currently a member? Please list.

1) National Coalition Against Prescription Drug Abuse (NCAPDA), Youth Outreach Director
- Collaborated with Dublin Mayor's Council's High Schoolers for Overdose Prevention Education (HOPE) to host medication safety educational info session & overdose rescue training @ Dublin Library
- Prescription Drug Safety Community Forum @ Emerald High School
- Speaking at conferences & tabling at community events throughout the Bay Area to school boards, youth, and senior communities
- Creating digital training videos, boosting social media engagement
- Organizing our first Youth Advisory Committee

2) Community Anti-Drug Coalitions of America (CADCA), National Youth Council Member
- Working at the national level to collaborate with youth from drug prevention groups from various states on methods to protect our communities
- Beginning a year-long term this month (March)
- Leading community projects to support all ages and communities

3) California Youth Empowerment Network (CAYEN), Advisory Board Secretary
- Secretary of the statewide advisory board, working with leadership and policy committees
- Push forward public policy changes focused on substance use prevention and mental health guidance for youth
- Providing resources and making legislation changes to reflect the needs of the citizens they protect
- Building inclusive and representative environments for all voices to be represented in decision-making processes

4) PEERS Envisioning and Engaging in Recovery Services (PEERS), Teens and Young Adults (TYA) Program
- Organizing wellness workshops to encourage mental health discussions and distribute supportive resources
- Will be working with the PEERS sub-program, Program to Encourage Active, Rewarding Lives (PEARLS), focused on mental health education for senior citizens
- Equipping seniors with the skills needed to maintain their health and happiness while leading engaging lives
- Working with the University of Washington to support seniors with research-backed strategies and one-on-one support

5) Tri-Valley Haven (TVH), Volunteer
- Working at the food pantry to distribute meals to individuals facing domestic violence, homelessness, or poverty, to support underserved communities
- Working at the thrift store to offer donated items (clothing, kitchen supplies, books, etc.) at discounted prices, which is money that goes back to TVH to support the organization

6) Tobacco Use Prevention Education (TUPE), Peer Educator
- TUPE Peer Educator at Emerald High School, educating school students on wellness strategies, caring for mental health, substance use prevention, and recovery resources through monthly workshops and classroom presentations
  Collaborating with schools across Alameda County through the Teens Tackling Tobacco Conference

What is your impression of the programs and services offered for seniors through the Dublin Senior Center?

I am glad to see that there are many social engagement opportunities for the senior members. Many older individuals experience isolation and loneliness, so group activities in the arts and exercise through dancing are great programs that are already in place that support seniors' mental health. By spending time together, they have creative and social outlets that are incredibly needed.
I also notice that the Senior Center offers lunch, but I am unsure what is typically served. Recognizing Dublin's diversity, it is important to

honor the cultures our seniors come from. If it isn't already implemented, serving a variety of cuisines would increase representation via food for senior citizens. Food is an art that communicates feelings that words can't express. They can even feel nostalgic, so diversity in this regard would greatly support seniors.

Have you or a family member participated in the programs, services, or events offered at the Dublin Senior Center?

No, I would be the first in my family to work with the Dublin Senior Center if I were to be accepted to the committee.

Are there additional programs and services that should be offered through the Dublin Senior Center? Please describe.

Hosting medication safety workshops would be a valuable service to offer at the Dublin Senior Center. As I mentioned earlier, senior citizens are often prescribed many medications but aren't always informed on how to use them safely. Just because a doctor prescribes them does not automatically deem them safe. I don't want other senior citizens to overlook possible side effects, as my grandfather did, resulting in life threatening impacts. NCAPDA currently hosts these workshops with the San Ramon Senior Center, as this is an important topic for the safety of our seniors, and could be brought to the Dublin Senior Center as well.

I appreciate the opportunities currently being offered, but I also recommend adding more opportunities that encourage intellectual stimulation, such as book clubs or language classes. Initiating more learning-focused classes, such as teaching how to play certain instruments or acting classes to participate in a play hosted by the Senior Center, would be wonderful opportunities.

Learning new things is also a great way to keep exercising our brains while doing things that make us happy. As a teen, I enjoy learning new things, but many senior citizens in my culture are told they are too old for it and should focus on their families. While the importance of family is undeniable, every individual should have the opportunity to pursue a hobby just for themselves. Rewriting that narrative to include and encourage seniors to do all they would like would be powerful.

Additionally, connecting youth and senior citizens would be impactful. We, as youth, have so much to learn from senior members. Our senior community has gained a lot of wisdom through lived experience, and by communicating with them, they can pass down knowledge. Youth can also share knowledge by volunteering to lead classes, similar to the Teen Proposal Program at the Dublin Library. Some examples could be workshops on origami, art, or cooking, and they could be youth-led, selected through an application process. By fostering this connection through a Teen Education Program or a Senior Mentorship Program, we can connect seniors' wisdom and youth passions to minimize the disconnect between the generations.

What do you feel are some of the most pressing issues facing senior adults in the City of Dublin?

I feel that some of the most pressing issues senior adults face here in Dublin are isolation and digital safety. My grandparents are fairly isolated from new developments, technology, and the younger generation. It is easy to feel left behind in this rapidly advancing world, something youth can relate to as well. This feeling is something youth and senior adults can bond over, helping us realize that the disconnect is not as large as we think. We are all human and feel our emotions, so connecting with the younger generation would greatly support our senior adults. Also, having accessible mental health resources, including an on-site counselor, would be beneficial for supporting the health of our seniors.

Senior digital safety is also a pressing issue that should be discussed with our senior adults. Two of my grandparents have been digitally scammed online, losing money to fake enterprises. Teaching senior adults how to maintain their digital safety by avoiding clicking links in unknown emails, being careful about which phone calls they answer, and ensuring their information is safe while using the internet can help protect them from having their information stolen. With so much new technology, scams are becoming increasingly believable and targeting vulnerable communities, including older adults. Sharing this information protects them from digital attacks.

Overall, protecting their mental health through youth connection and professional help, as well as promoting digital safety and security, are strong ways to combat the pressing issues of isolation and lack of digital safety.

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Date Time *
3/9/2026

First Name *
Leishadharini

Last Name *
Sattiamoorthy

Address *
Street Address
[redacted]

Address Line 2

City
Dublin

State/Province/Region
CA

Postal/Zip Code
94568

Country
USA

Phone (Primary) *
[redacted]

Phone (Secondary)

E-mail *
[redacted]

How long have you been a resident of Dublin? *
16 years[redacted]

Have you participated in Inside Dublin? *
- ○ Yes
- ◉ No

If yes, what year?

Are you a Lobbyist? *
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- ◉ No

Application Questions

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Have you or a family member participated in the programs, services, or events offered at the Dublin Senior Center?

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I feel that some of the most pressing issues senior adults face here in Dublin are isolation and digital safety. My grandparents are fairly isolated from new developments, technology, and the younger generation. It is easy to feel left behind in this rapidly advancing world, something youth can relate to as well. This feeling is something youth and senior adults can bond over, helping us realize that the disconnect is not as large as we think. We are all human and feel our emotions, so connecting with the younger generation would greatly support our senior adults. Also, having accessible mental health resources, including an on-site counselor, would be beneficial for supporting the health of our seniors.

Senior digital safety is also a pressing issue that should be discussed with our senior adults. Two of my grandparents have been digitally scammed online, losing money to fake enterprises. Teaching senior adults how to maintain their digital safety by avoiding clicking links in unknown emails, being careful about which phone calls they answer, and ensuring their information is safe while using the internet can help protect them from having their information stolen. With so much new technology, scams are becoming increasingly believable and targeting vulnerable communities, including older adults. Sharing this information protects them from digital attacks.

Overall, protecting their mental health through youth connection and professional help, as well as promoting digital safety and security, are strong ways to combat the pressing issues of isolation and lack of digital safety.

Senior Center Advisory Committee Application

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Senior Center Advisory Committee Bylaws and Rules of Procedure govern the meetings and activities.

To browse past Agendas and Minutes for the Commission, visit the City's Online Records Portal.

Date Time *
2/18/2026

First Name *
Haris

Last Name *
Shahab

Address *
Street Address
[redacted]

Address Line 2

City
Dublin

State/Province/Region
CA

Postal/Zip Code
94568

Country
United States

Phone (Primary) *
[redacted]

Phone (Secondary)

E-mail *
[redacted]

How long have you been a resident of Dublin? *
5 years

Have you participated in Inside Dublin? *
- (●) Yes
- ( ) No

If yes, what year?
2025

Are you a Lobbyist? *
Measure JJ, the Government Accountability Act, approved by the voters in November 2024 prohibits commissioners from being lobbyists.

- ( ) Yes
- (●) No

Application Questions

Why are you interested in serving on the Senior Center Advisory Committee?

I am interested in serving on the Senior Center Advisory Committee because seniors are not just a part of the community to me — they are a part of my everyday life. Both of my grandparents, including my grandmother on my mom's side, live with me. Being around them daily has given me a deeper appreciation for the challenges and needs seniors may face, but also for the wisdom, experience, and perspective they bring. It has made me more aware of how important it is for seniors to have access to programs, social opportunities, and resources that help them stay active and connected.

I have also participated in Inside Dublin, which helped me better understand how the City operates and how advisory committees play a role in shaping local services. That experience motivated me to get more involved. I would bring a thoughtful and analytical mindset to the Committee, especially when it comes to evaluating programs, listening to feedback, and making recommendations that help the Senior Center remain effective, welcoming, and responsive to residents' needs. Serving on this Committee would allow me to give back to both my family and the broader Dublin community in a meaningful way.

In what organizations are you currently a member? Please list.

I am an Assistant Coach for basketball for the MCC East Bay practices on Fridays.

I am part of multiple clubs at my college. I go to Las Positas.

I am apart of Teen Esteem, which is an organization that talks about mental health with kids from 5th grade - high school.

What is your impression of the programs and services offered for seniors through the Dublin Senior Center?

My impression of the programs and services offered through the Dublin Senior Center is very positive. From what I have seen, the Center offers a strong variety of programs that support seniors socially, physically, and mentally. The range of fitness classes, social events, educational workshops, and recreational activities shows that the City is committed to keeping seniors active and engaged. It seems like the Senior Center is not just a facility, but a true community hub where residents can build connections and stay involved.

Living in Dublin and having my grandparents at home has made me more aware of how important these kinds of programs are. Social interaction, accessible activities, and wellness opportunities make a real difference in quality of life. At the same time, I believe it is important to continue evaluating programs and gathering feedback to ensure they reflect the evolving needs of Dublin's senior population. Overall, I view the Dublin Senior Center as a valuable and well run community resource, and I would be excited to contribute to its continued growth and improvement.

Have you or a family member participated in the programs, services, or events offered at the Dublin Senior Center?

I have attended a friend's quinceañera at the Dublin Senior Center, which gave me the opportunity to see the facility being used as a community gathering space. It was clear that the Center is not just a place for programs, but also an important venue where people come together to celebrate meaningful life events. Seeing it used in that way showed me how central it is to the community.

While my grandparents have not regularly participated in formal programs yet, living with them has made me very aware of how valuable senior-focused services and social opportunities can be. Being familiar with the space and understanding the importance of these resources motivates me to get more involved and help ensure the Center continues to serve Dublin residents effectively.

Are there additional programs and services that should be offered through the Dublin Senior Center? Please describe.

One area that could continue growing is technology support. Offering more hands on workshops that help seniors with smartphones, online safety, telehealth platforms, and basic computer skills could be very beneficial. As more services move online, digital literacy becomes increasingly important for maintaining independence and connection.

I also think expanding intergenerational programming could be impactful. Creating events that bring together seniors and younger residents such as mentorship programs, storytelling events, or community discussions could strengthen community bonds. In addition, workshops focused on financial literacy, health education, and mental wellness could provide even more comprehensive support. Overall, I believe any new programs should be guided by community feedback to ensure they directly reflect the needs and interests of Dublin's senior population.

What do you feel are some of the most pressing issues facing senior adults in the City of Dublin?

I believe some of the most pressing issues facing senior adults in the City of Dublin include social isolation, access to affordable services, and adapting to rapid technological change. As Dublin continues to grow and evolve, it is important to ensure that seniors do not feel disconnected from the community. Social isolation can significantly impact mental and physical health, especially for those who may have limited mobility or transportation options.

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Date Time *
5/28/2025

First Name *
Namrata

Last Name *
Berry

Address *
Street Address
[redacted]

Address Line 2

City
Dublin

State/Province/Region
CA

Postal/Zip Code
94568

Country
United States

Phone (Primary) *
[redacted]

Phone (Secondary)

E-mail *
[redacted]

How long have you been a resident of Dublin? *
14

Have you participated in Inside Dublin? *
- (●) Yes
- ( ) No

If yes, what year?
2024

Are you a Lobbyist? *
Measure JJ, the Government Accountability Act, approved by the voters in November 2024 prohibits commissioners from being lobbyists.
- ( ) Yes
- (●) No

Application Questions

Why are you interested in serving on the Senior Center Advisory Committee?

I'm interested in serving on the Senior Center Advisory Committee because I want to help support and improve the lives of seniors in our community. Through my volunteer work and leadership in Rotary, I've seen how important it is to create programs that keep seniors active, connected, and valued. I hope to bring a fresh perspective and contribute to making the Senior Center even more welcoming and effective.

In what organizations are you currently a member? Please list.

I am currently involved in the following organizations:
Rotary Club of Dublin (Past President)
Rotary District 5170 (Current Assistant Governor, Area 5)
Dublin High School PFSO
Police Chief Advisory Committee
Dublin Unified School District Citizens' Bond Oversight Committee (CBOC) Member

What is your impression of the programs and services offered for seniors through the Dublin Senior Center?

My impression of the programs and services offered at the Dublin Senior Center is very positive. The Center provides a welcoming space where seniors can stay active, socialize, and engage in lifelong learning. From fitness classes to educational workshops and social events, the variety of offerings supports both physical and mental well-being. I appreciate the City's commitment to creating an inclusive environment for seniors, and I believe there's always room to grow and adapt as community needs evolve.

Have you or a family member participated in the programs, services, or events offered at the Dublin Senior Center?

Yes my kids participated in dance classes there.

Are there additional programs and services that should be offered through the Dublin Senior Center? Please describe.

While the Dublin Senior Center already offers great programs, there are opportunities to expand in ways that further enrich seniors' lives. For example, intergenerational programs that connect seniors with youth—like storytelling sessions, tech help, or mentorship—could foster stronger community bonds. Mental health workshops, cultural celebration events, and more flexible evening or weekend activities could also help serve a wider range of seniors with different needs and schedules.

What do you feel are some of the most pressing issues facing senior adults in the City of Dublin?

Some of the most pressing issues facing senior adults in Dublin include social isolation, transportation challenges, and access to affordable healthcare and housing. As the senior population grows, it's important to ensure that programs support both physical and mental well-being. Many seniors may also face technology barriers, making it harder to access information or stay connected. Addressing these issues through community outreach, support services, and inclusive programming will be key to helping seniors stay active, healthy, and engaged.

Senior Center Advisory Committee Application

The Senior Center Advisory Committee consists of five members who serve four-year staggered terms. This Committee makes recommendations related to the operation and maintenance of an effective and efficient Senior Center for the residents of Dublin.

Senior Center Advisory Committee Bylaws and Rules of Procedure govern the meetings and activities.

To browse past Agendas and Minutes for the Commission, visit the City's Online Records Portal.

Date Time *
2/17/2026

First Name *
Michael

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Goldstein

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How long have you been a resident of Dublin? *
38 1/2 years

Have you participated in Inside Dublin? *
- (●) Yes
- ( ) No

If yes, what year?
2000

Are you a Lobbyist? *
Measure JJ, the Government Accountability Act, approved by the voters in November 2024 prohibits commissioners from being lobbyists.
- ( ) Yes
- (●) No

Application Questions

Why are you interested in serving on the Senior Center Advisory Committee?

I think that if I were a premanent member of this committee, I could help preserve and encourage the progression of the Senior center . I could contribute my 38 years as a Dublin Citizen for ideas of growth and contiuation of the many fine programs that the Senior Center offers. I have many contacts within the city government and citizens, and could give some great ideas for upcoming senior topics or activities.

In what organizations are you currently a member? Please list.

I am currently a volunteer for the California Highway Patrol Senior program. I also volunteer with the Camp Outs for the city of Dublin by barbecuing for 150-200 people 4 times a summer. I am a volunteer member of 4 HOAs in the Reno/Sparks area.

What is your impression of the programs and services offered for seniors through the Dublin Senior Center?

I appreciate the programs that the Senior Center offers. There are many opportunites for seniors to be involved. I like the idea that the sign on the outside advertises the upcoming events so that others may see what is coming up. I amlooking forward to helping with new program ideas.

Have you or a family member participated in the programs, services, or events offered at the Dublin Senior Center?

My wife and I attended the anniversary event of the Senior Center. It was a nice event. We look forward to attending the Lunar New Year event on March 8.

Are there additional programs and services that should be offered through the Dublin Senior Center? Please describe.

Have a pharmacist do a few lectures on safety with medications and how to dispose of unwanted/expired or unneeded medications. Have a physical therapist do a few lectures on the correct way to get out of bed, reach for items, or carry groceries.

What do you feel are some of the most pressing issues facing senior adults in the City of Dublin?

PG&E rates, Health care, transportation and mobility issues.

Senior Center Advisory Committee Application

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Date Time *
3/7/2026

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Zakariyya

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Ahmad

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How long have you been a resident of Dublin? *
13 years

Have you participated in Inside Dublin? *
- ○ Yes
- ◉ No

If yes, what year?

Are you a Lobbyist? *
Measure JJ, the Government Accountability Act, approved by the voters in November 2024 prohibits commissioners from being lobbyists.

- ○ Yes
- ◉ No

Application Questions

Why are you interested in serving on the Senior Center Advisory Committee?

As a Dublin resident for the past 15 years, I have always cared deeply about our community and the ways different generations connect with one another. When I served on the Dublin Youth Advisory Committee, our meetings were held at the Senior Center. During that time, I often saw seniors participating in classes, social gatherings, and events, and it helped me appreciate how important the center is as a place for connection and community.

Those experiences made me realize that the Senior Center has the potential to be even more welcoming and engaging for Dublin residents. I believe there are opportunities to strengthen the sense of community there and create more connections between seniors and other members of our city.

This is also personal for me. My grandmother lives with my family, and she sometimes feels hesitant about attending events at the Senior Center because she doesn't know many people there. I've gone with her to a few activities to help her feel more comfortable, and those experiences showed me how meaningful it can be when seniors feel welcomed and included.

Serving on the Senior Center Advisory Committee would give me the opportunity to represent younger residents while also advocating for programs and ideas that help everyone in our community feel connected, valued, and supported. I would love to help make the Senior Center a place where all seniors in Dublin feel comfortable participating, building friendships, and staying engaged in our community.

In what organizations are you currently a member? Please list.

I am currently a member of the Muslim Cultural Society of Dublin, where I help support community events and programs. Our organization has hosted events at the Dublin Senior Center for the past three years, bringing residents together for cultural and community gatherings.

Previously, I served as a member of the Dublin Youth Advisory Committee, where I attended regular meetings at the Senior Center and volunteered at several City of Dublin events, including the Dublin Harvest Festival, the Teen Mental Health Forum, and the City Job Fair.

In addition, I volunteer at community service events connected with National Humanitarian Day, where I have helped for the last 6 years doing various activities like packing hygiene kits for people experiencing homelessness and food supplies for families displaced by California wildfires.

I have also volunteered with the Alameda County Community Food Bank, helping deliver groceries to food-insecure seniors who were unable to travel to the food bank themselves.

What is your impression of the programs and services offered for seniors through the Dublin Senior Center?

From what I have seen, the Dublin Senior Center offers a wide variety of programs that help seniors stay active, connected, and engaged in the community. The center provides many opportunities for physical wellness and social connection, such as exercise and dance classes, chair yoga, and walking groups that help seniors stay healthy and active.

I also appreciate that there are many social and enrichment activities, including games like bridge and bingo, arts and crafts programs, and technology or educational classes that allow seniors to continue learning new skills. These programs create opportunities for seniors to build friendships, stay mentally engaged, and remain connected to the community.

At the same time, I think there are opportunities to make the center even more welcoming for seniors who may feel hesitant to attend if they don't already know people there. From my experience bringing my grandmother to a few activities, I've seen how important it is for seniors to feel personally welcomed and included when they try something new.

Overall, I believe the Senior Center offers a strong foundation of programs and services for Dublin's seniors. As a younger resident, I would be especially interested in exploring ways to strengthen intergenerational connections so that seniors, youth, and families can learn from one another and build an even stronger sense of community in Dublin.

Have you or a family member participated in the programs, services, or events offered at the Dublin Senior Center?

Yes. I have visited the Dublin Senior Center many times and have participated in several events there. When I served on the Dublin Youth Advisory Committee, our meetings were held at the Senior Center, which gave me the opportunity to regularly see the programs and activities taking place there.

I have also attended community events at the center, including the Teen Job Fair, concerts, and other gatherings hosted by the City. These events showed me how the Senior Center serves not only seniors but also as an important gathering space for the broader Dublin community.

My grandmother has also attended activities at the Senior Center, and I have gone with her to help her feel more comfortable when trying

something new. Those experiences helped me see how meaningful the center can be for seniors when they feel welcomed and connected.

In addition, I have participated in community events at the Senior Center through the Muslim Cultural Society of Dublin, which has hosted events there over the past few years. Through these experiences, I have been able to see how the Senior Center brings together people from different backgrounds and generations in our community.

Are there additional programs and services that should be offered through the Dublin Senior Center? Please describe.

The Dublin Senior Center already offers many great programs that support wellness, social connection, and lifelong learning for seniors. However, I think there are opportunities to build on these programs by creating more events that bring different generations of the Dublin community together.

For example, the Senior Center could host special intergenerational celebrations for holidays like Mother's Day and Father's Day where families, youth, and seniors are invited to participate together. These types of events could include shared meals, music, storytelling, or activities where seniors share life experiences and traditions with younger generations. Programs like this could help strengthen community bonds and help seniors feel more connected to the broader Dublin community.

Another opportunity could be creating a "Welcome to the Senior Center" program or buddy system for seniors who are attending activities for the first time. Sometimes people may feel hesitant to attend if they don't know anyone, and having volunteers or regular participants greet and introduce newcomers could help make the center feel more welcoming.

I would also be interested in exploring opportunities for youth and seniors to connect through mentorship, technology help sessions, or storytelling events where seniors can share their experiences and younger residents can learn from them. Programs like these could help strengthen relationships across generations and build an even stronger sense of community in Dublin.

What do you feel are some of the most pressing issues facing senior adults in the City of Dublin?

What do you feel are some of the most pressing issues facing senior adults in the City of Dublin?

Some of the most pressing issues facing seniors in Dublin include social isolation, health and mobility challenges, and access to programs and services that support independence and connection.

Many seniors may feel hesitant to attend events if they don't already know people. For example, my grandmother had to leave the friends she knew for most of her life when our family resettled in Dublin. I've gone with her to a few activities at the Dublin Senior Center to help her feel more comfortable and included, which showed me how important personal support is in encouraging participation.

Mobility challenges can also limit involvement. My grandmother uses a disability placard and sometimes needs assistance even for short walks, making transportation and accessible activities crucial for seniors to remain active and independent.

Technology is another barrier for many older adults. My grandmother struggles with streaming devices and internet-connected tools, which can make it harder for my grandmother to use everyday technology or stay in touch with friends and family. Programs that teach digital skills can help seniors feel more connected and confident.

Senior Center Advisory Committee Application

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Senior Center Advisory Committee Bylaws and Rules of Procedure govern the meetings and activities.

To browse past Agendas and Minutes for the Commission, visit the City's Online Records Portal.

Date Time *
2/20/2026

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Ma

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How long have you been a resident of Dublin? *
1 year

Have you participated in Inside Dublin? *
- ○ Yes
- ◉ No

If yes, what year?

Are you a Lobbyist? *
Measure JJ, the Government Accountability Act, approved by the voters in November 2024 prohibits commissioners from being lobbyists.

- ○ Yes
- ◉ No

Application Questions

Why are you interested in serving on the Senior Center Advisory Committee?

Having recently taken early retirement, I am eager to dedicate my time and professional skills to the Dublin community. I am particularly interested in the Senior Center Advisory Committee because I believe my background as a CPA can contribute directly to the Center's long-term financial health and sustainability. I hope to use my financial expertise to help the committee provide sound recommendations to the Parks and Community Services Commission and City Council on budget-related matters, ensuring that the Senior Center can continue to thrive and serve Dublin's seniors effectively for years to come.

In what organizations are you currently a member? Please list.

- Diablo Valley College Advisory Board Member
- University of San Francisco Accounting Adjunct Professor
- Stanford University Continuing Studies Program Early Retirement Planning Instructor
- California CPA

What is your impression of the programs and services offered for seniors through the Dublin Senior Center?

I live next to the senior center and I have been consistently impressed with the variety and quality of programs offered, from fitness classes to social and educational opportunities. The Center appears to be a vibrant hub that successfully fosters community and active aging. The staff and current programs do an admirable job of serving a diverse group of seniors.

Have you or a family member participated in the programs, services, or events offered at the Dublin Senior Center?

Yes, I have personally attended some events and found it to be a wonderful experience. It provided me with a great opportunity to connect with other Dublin seniors and see the Center's positive atmosphere firsthand.

Are there additional programs and services that should be offered through the Dublin Senior Center? Please describe.

With an eye toward long-term financial sustainability, I believe it's valuable to explore programs that could create new, sustainable revenue streams or enhance self-sufficiency. For example, offering low-cost, members-only financial wellness workshops—such as tax preparation assistance for low-income seniors or fraud prevention seminars—could leverage existing community partnerships and attract new members. Additionally, as Dublin's senior population grows and diversifies, I would be interested in the committee exploring intergenerational programs that share resources with other city departments or developing targeted services for "younger" seniors who are recently retired and looking for new forms of engagement.

What do you feel are some of the most pressing issues facing senior adults in the City of Dublin?

I believe one of the most pressing issues is ensuring the long-term financial sustainability of the Senior Center itself, so it can continue to be a reliable resource. Closely related to this is the challenge of affordable and accessible programming. As the cost of living rises, the Center must balance the need to offer enriching activities with the reality of fixed incomes for many seniors. Another key issue is preparing for the future needs of a growing and aging population, which requires proactive financial planning and needs assessments to ensure facilities and programs remain adequate, modern, and welcoming for all Dublin seniors.

Senior Center Advisory Committee Application

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Senior Center Advisory Committee Bylaws and Rules of Procedure govern the meetings and activities.

To browse past Agendas and Minutes for the Commission, visit the City's Online Records Portal.

Date Time *
2/24/2026

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United States

Phone (Primary) *
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Phone (Secondary)

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How long have you been a resident of Dublin? *
8

Have you participated in Inside Dublin? *
- ○ Yes
- ◉ No

If yes, what year?

Are you a Lobbyist? *
Measure JJ, the Government Accountability Act, approved by the voters in November 2024 prohibits commissioners from being lobbyists.
- ○ Yes
- ◉ No

Application Questions

Why are you interested in serving on the Senior Center Advisory Committee?

I retired on 12/11/2025 from a governmental position with the Federal government after serving 25 years. I am mostly interested in serving our senior citizens in a community I liked to live in, and wanting to contribute my spare time to learn how to enjoy my retirement life from our fellow seniors citizens.

In what organizations are you currently a member? Please list.

I serves as a committee member in our HOA where I currently resides in.

What is your impression of the programs and services offered for seniors through the Dublin Senior Center?

It's seems to be a pretty well run organization.

Have you or a family member participated in the programs, services, or events offered at the Dublin Senior Center?

No

Are there additional programs and services that should be offered through the Dublin Senior Center? Please describe.

Assistance in advocating to lower living costs for seniors such as housing, healthcare, groceries, transportation, etc.

What do you feel are some of the most pressing issues facing senior adults in the City of Dublin?

High costs of living and inconvenient transportation.

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Date Time *
2/23/2026

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Shazia

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Nomani

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Phone (Primary) *
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How long have you been a resident of Dublin? *
October 2003

Have you participated in Inside Dublin? *
- ○ Yes
- ◉ No

If yes, what year?

Are you a Lobbyist? *
Measure JJ, the Government Accountability Act, approved by the voters in November 2024 prohibits commissioners from being lobbyists.
- ○ Yes
- ◉ No

Application Questions

Why are you interested in serving on the Senior Center Advisory Committee?

Dublin has been my home for 23 years, and giving back to this community has always been important to me. For the past 15 years, I've been actively involved with the Dublin Unified School District, and I currently serve as Vice President of the Dublin Education Alliance Committee. Through these roles, I've had the privilege of working alongside families, educators, and community leaders to strengthen connections and support meaningful programs.

Over the last three years, I have also been caring for my mother. This experience has given me a much deeper and more personal understanding of the needs of our senior community, not just in terms of services, but in terms of dignity, connection, purpose, and belonging. I have seen firsthand how important accessible programs, social engagement, and strong community support systems are for both seniors and their families.

I am interested in serving on the Senior Center Advisory Committee because I believe a thriving city supports its residents at every stage of life. I would be honored to bring both my community leadership experience and my personal perspective as a caregiver to help ensure our Senior Center continues to be welcoming, inclusive, and responsive to the evolving needs of Dublin's seniors.

In what organizations are you currently a member? Please list.

I currently serve as Vice President of the Dublin Education Alliance (https://www.dublineducationalliance.org).

What is your impression of the programs and services offered for seniors through the Dublin Senior Center?

My impression of the programs and services offered through the Dublin Senior Center is very positive. The Center provides a wide variety of activities and opportunities that support the health, social engagement, and overall well being of adults aged 50 and better. It offers classes and activities that promote physical wellness such as exercise, dance, and outdoor walking groups as well as opportunities for creative expression through art and games, fostering connection and friendships among seniors. The Senior Center also provides helpful resources like health screenings, Medicare and insurance counseling, a library and computer access, special events, and a welcoming place for social interaction and learning. Overall, the programs and services seem diverse, inclusive, and thoughtfully designed to help seniors stay active, engaged, and connected to their community.

Have you or a family member participated in the programs, services, or events offered at the Dublin Senior Center?

Yes, my family and I have enjoyed many programs and events at the Dublin Senior Center. My mother loves attending senior mixers, using the library, and trying out physical fitness classes. I personally enjoy Jazzercise classes, and we've also rented the Center for events. Being part of these activities has given us a real sense of how welcoming and vibrant the Senior Center is, and how it brings the community together in meaningful ways.

Are there additional programs and services that should be offered through the Dublin Senior Center? Please describe.

While the Dublin Senior Center already offers a strong variety of programs including technology support, walking groups, and day excursions there may be opportunities to further expand offerings in ways that deepen engagement and support. For example, additional advanced technology workshops (such as smartphone photography, online safety, or navigating telehealth platforms) could build on the existing one-on-one computer assistance. Expanded creative maker-style classes, including workshops like woodcraft or specialized art series, along with structured caregiver support groups and more mental wellness or memory-focused programs, could continue to meet the evolving needs of our growing senior population.

Additionally, exploring collaboration with nearby senior centers in Pleasanton, Livermore, and San Ramon could create opportunities to share guest speakers, co-host special events, or invite participants to larger regional programs. Partnering across cities could broaden access to diverse programming while strengthening community connections throughout the Tri-Valley area.

What do you feel are some of the most pressing issues facing senior adults in the City of Dublin?

Some of the most pressing issues facing senior adults in Dublin include social isolation, maintaining physical and mental health, and having access to resources that support independent living. Caring for my mother over the past three years has given me firsthand insight into these challenges, I've seen how important social connections, wellness programs, and accessible services are for seniors' overall well being.

Transportation, technology support, and opportunities for engagement can make a big difference in helping seniors stay connected and active. I've also realized how valuable caregiver support, financial guidance, and educational programs are, not just for seniors themselves, but for the families who support them. Addressing these issues ensures that all seniors in Dublin feel valued, included, and empowered to thrive in the community.

Senior Center Advisory Committee Application

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Senior Center Advisory Committee Bylaws and Rules of Procedure govern the meetings and activities.

To browse past Agendas and Minutes for the Commission, visit the City's Online Records Portal.

Date Time *
3/9/2026

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How long have you been a resident of Dublin? *
16 years[redacted]

Have you participated in Inside Dublin? *
- ○ Yes
- ◉ No

If yes, what year?

Are you a Lobbyist? *
Measure JJ, the Government Accountability Act, approved by the voters in November 2024 prohibits commissioners from being lobbyists.
- ○ Yes
- ◉ No

Application Questions

Why are you interested in serving on the Senior Center Advisory Committee?

A few months ago, my grandfather faced severe health challenges. After suffering from a heart attack, he was provided with medication to prevent another one in the future, but this medicine was attacking his kidneys without his knowing. He lost his appetite, dropped twenty pounds, and was overall physically weak, yet he overlooked these symptoms as "old age." Had my mom not been there to make him go to the doctor, he never would have learned all the damage his kidneys were experiencing. After a month of dialysis, I am grateful he is well now, but his living in a fairly rural area led to his lack of education on medication safety. He was unable to recognize that the side effects he was experiencing were, in fact, abnormal and that he needed to consult his doctor. Unfortunately, I was not able to spend time with him during this period, but I have learned from this experience; I have learned the growing need for medication safety education among our senior communities, especially during a time when so many pills are prescribed to them. I want to share my knowledge with the senior community in my city, where I have grown up my whole life and have seen it develop over 16 years. I want to put forth educational programs to protect our seniors and encourage them to share this knowledge, as this is a public health concern. Even though medications are prescribed by medical professionals, they are not automatically safe and must be taken with caution. Especially being a youth at Emerald High School, I recognize the pressing need for overdose rescue training and medication safety information to be shared, especially with increased mental health challenges. By reducing the stigma surrounding these mental health and medication safety issues, I hope to serve on the Senior Center Advisory Committee to encourage education and discussion to protect the health and happiness of our senior citizens.

In what organizations are you currently a member? Please list.

1) National Coalition Against Prescription Drug Abuse (NCAPDA), Youth Outreach Director
- Collaborated with Dublin Mayor's Council's High Schoolers for Overdose Prevention Education (HOPE) to host medication safety educational info session & overdose rescue training @ Dublin Library
- Prescription Drug Safety Community Forum @ Emerald High School
- Speaking at conferences & tabling at community events throughout the Bay Area to school boards, youth, and senior communities
- Creating digital training videos, boosting social media engagement
- Organizing our first Youth Advisory Committee

2) Community Anti-Drug Coalitions of America (CADCA), National Youth Council Member
- Working at the national level to collaborate with youth from drug prevention groups from various states on methods to protect our communities
- Beginning a year-long term this month (March)
- Leading community projects to support all ages and communities

3) California Youth Empowerment Network (CAYEN), Advisory Board Secretary
- Secretary of the statewide advisory board, working with leadership and policy committees
- Push forward public policy changes focused on substance use prevention and mental health guidance for youth
- Providing resources and making legislation changes to reflect the needs of the citizens they protect
- Building inclusive and representative environments for all voices to be represented in decision-making processes

4) PEERS Envisioning and Engaging in Recovery Services (PEERS), Teens and Young Adults (TYA) Program
- Organizing wellness workshops to encourage mental health discussions and distribute supportive resources
- Will be working with the PEERS sub-program, Program to Encourage Active, Rewarding Lives (PEARLS), focused on mental health education for senior citizens
- Equipping seniors with the skills needed to maintain their health and happiness while leading engaging lives
- Working with the University of Washington to support seniors with research-backed strategies and one-on-one support

5) Tri-Valley Haven (TVH), Volunteer
- Working at the food pantry to distribute meals to individuals facing domestic violence, homelessness, or poverty, to support underserved communities
- Working at the thrift store to offer donated items (clothing, kitchen supplies, books, etc.) at discounted prices, which is money that goes back to TVH to support the organization

6) Tobacco Use Prevention Education (TUPE), Peer Educator
- TUPE Peer Educator at Emerald High School, educating school students on wellness strategies, caring for mental health, substance use prevention, and recovery resources through monthly workshops and classroom presentations
- Collaborating with schools across Alameda County through the Teens Tackling Tobacco Conference

What is your impression of the programs and services offered for seniors through the Dublin Senior Center?

I am glad to see that there are many social engagement opportunities for the senior members. Many older individuals experience isolation and loneliness, so group activities in the arts and exercise through dancing are great programs that are already in place that support seniors' mental health. By spending time together, they have creative and social outlets that are incredibly needed.
I also notice that the Senior Center offers lunch, but I am unsure what is typically served. Recognizing Dublin's diversity, it is important to

honor the cultures our seniors come from. If it isn't already implemented, serving a variety of cuisines would increase representation via food for senior citizens. Food is an art that communicates feelings that words can't express. They can even feel nostalgic, so diversity in this regard would greatly support seniors.

Have you or a family member participated in the programs, services, or events offered at the Dublin Senior Center?

No, I would be the first in my family to work with the Dublin Senior Center if I were to be accepted to the committee.

Are there additional programs and services that should be offered through the Dublin Senior Center? Please describe.

Hosting medication safety workshops would be a valuable service to offer at the Dublin Senior Center. As I mentioned earlier, senior citizens are often prescribed many medications but aren't always informed on how to use them safely. Just because a doctor prescribes them does not automatically deem them safe. I don't want other senior citizens to overlook possible side effects, as my grandfather did, resulting in life-threatening impacts. NCAPDA currently hosts these workshops with the San Ramon Senior Center, as this is an important topic for the safety of our seniors, and could be brought to the Dublin Senior Center as well.

I appreciate the opportunities currently being offered, but I also recommend adding more opportunities that encourage intellectual stimulation, such as book clubs or language classes. Initiating more learning-focused classes, such as teaching how to play certain instruments or acting classes to participate in a play hosted by the Senior Center, would be wonderful opportunities.

Learning new things is also a great way to keep exercising our brains while doing things that make us happy. As a teen, I enjoy learning new things, but many senior citizens in my culture are told they are too old for it and should focus on their families. While the importance of family is undeniable, every individual should have the opportunity to pursue a hobby just for themselves. Rewriting that narrative to include and encourage seniors to do all they would like would be powerful.

Additionally, connecting youth and senior citizens would be impactful. We, as youth, have so much to learn from senior members. Our senior community has gained a lot of wisdom through lived experience, and by communicating with them, they can pass down knowledge. Youth can also share knowledge by volunteering to lead classes, similar to the Teen Proposal Program at the Dublin Library. Some examples could be workshops on origami, art, or cooking, and they could be youth-led, selected through an application process. By fostering this connection through a Teen Education Program or a Senior Mentorship Program, we can connect seniors' wisdom and youth passions to minimize the disconnect between the generations.

What do you feel are some of the most pressing issues facing senior adults in the City of Dublin?

I feel that some of the most pressing issues senior adults face here in Dublin are isolation and digital safety. My grandparents are fairly isolated from new developments, technology, and the younger generation. It is easy to feel left behind in this rapidly advancing world, something youth can relate to as well. This feeling is something youth and senior adults can bond over, helping us realize that the disconnect is not as large as we think. We are all human and feel our emotions, so connecting with the younger generation would greatly support our senior adults. Also, having accessible mental health resources, including an on-site counselor, would be beneficial for supporting the health of our seniors.

Senior digital safety is also a pressing issue that should be discussed with our senior adults. Two of my grandparents have been digitally scammed online, losing money to fake enterprises. Teaching senior adults how to maintain their digital safety by avoiding clicking links in unknown emails, being careful about which phone calls they answer, and ensuring their information is safe while using the internet can help protect them from having their information stolen. With so much new technology, scams are becoming increasingly believable and targeting vulnerable communities, including older adults. Sharing this information protects them from digital attacks.

Overall, protecting their mental health through youth connection and professional help, as well as promoting digital safety and security, are strong ways to combat the pressing issues of isolation and lack of digital safety.

Senior Center Advisory Committee Application

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Senior Center Advisory Committee Bylaws and Rules of Procedure govern the meetings and activities.

To browse past Agendas and Minutes for the Commission, visit the City's Online Records Portal.

Date Time *
2/18/2026

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Haris

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Shahab

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Phone (Primary) *
[redacted]

Phone (Secondary)

E-mail *
[redacted]

How long have you been a resident of Dublin? *
5 years

Have you participated in Inside Dublin? *
- (●) Yes
- ( ) No

If yes, what year?
2025

Are you a Lobbyist? *
Measure JJ, the Government Accountability Act, approved by the voters in November 2024 prohibits commissioners from being lobbyists.

- ( ) Yes
- (●) No

Application Questions

Why are you interested in serving on the Senior Center Advisory Committee?

I am interested in serving on the Senior Center Advisory Committee because seniors are not just a part of the community to me — they are a part of my everyday life. Both of my grandparents, including my grandmother on my mom's side, live with me. Being around them daily has given me a deeper appreciation for the challenges and needs seniors may face, but also for the wisdom, experience, and perspective they bring. It has made me more aware of how important it is for seniors to have access to programs, social opportunities, and resources that help them stay active and connected.

I have also participated in Inside Dublin, which helped me better understand how the City operates and how advisory committees play a role in shaping local services. That experience motivated me to get more involved. I would bring a thoughtful and analytical mindset to the Committee, especially when it comes to evaluating programs, listening to feedback, and making recommendations that help the Senior Center remain effective, welcoming, and responsive to residents' needs. Serving on this Committee would allow me to give back to both my family and the broader Dublin community in a meaningful way.

In what organizations are you currently a member? Please list.

I am an Assistant Coach for basketball for the MCC East Bay practices on Fridays.

I am part of multiple clubs at my college. I go to Las Positas.

I am apart of Teen Esteem, which is an organization that talks about mental health with kids from 5th grade - high school.

What is your impression of the programs and services offered for seniors through the Dublin Senior Center?

My impression of the programs and services offered through the Dublin Senior Center is very positive. From what I have seen, the Center offers a strong variety of programs that support seniors socially, physically, and mentally. The range of fitness classes, social events, educational workshops, and recreational activities shows that the City is committed to keeping seniors active and engaged. It seems like the Senior Center is not just a facility, but a true community hub where residents can build connections and stay involved.

Living in Dublin and having my grandparents at home has made me more aware of how important these kinds of programs are. Social interaction, accessible activities, and wellness opportunities make a real difference in quality of life. At the same time, I believe it is important to continue evaluating programs and gathering feedback to ensure they reflect the evolving needs of Dublin's senior population. Overall, I view the Dublin Senior Center as a valuable and well run community resource, and I would be excited to contribute to its continued growth and improvement.

Have you or a family member participated in the programs, services, or events offered at the Dublin Senior Center?

I have attended a friend's quinceañera at the Dublin Senior Center, which gave me the opportunity to see the facility being used as a community gathering space. It was clear that the Center is not just a place for programs, but also an important venue where people come together to celebrate meaningful life events. Seeing it used in that way showed me how central it is to the community.

While my grandparents have not regularly participated in formal programs yet, living with them has made me very aware of how valuable senior-focused services and social opportunities can be. Being familiar with the space and understanding the importance of these resources motivates me to get more involved and help ensure the Center continues to serve Dublin residents effectively.

Are there additional programs and services that should be offered through the Dublin Senior Center? Please describe.

One area that could continue growing is technology support. Offering more hands on workshops that help seniors with smartphones, online safety, telehealth platforms, and basic computer skills could be very beneficial. As more services move online, digital literacy becomes increasingly important for maintaining independence and connection.

I also think expanding intergenerational programming could be impactful. Creating events that bring together seniors and younger residents such as mentorship programs, storytelling events, or community discussions could strengthen community bonds. In addition, workshops focused on financial literacy, health education, and mental wellness could provide even more comprehensive support. Overall, I believe any new programs should be guided by community feedback to ensure they directly reflect the needs and interests of Dublin's senior population.

What do you feel are some of the most pressing issues facing senior adults in the City of Dublin?

I believe some of the most pressing issues facing senior adults in the City of Dublin include social isolation, access to affordable services, and adapting to rapid technological change. As Dublin continues to grow and evolve, it is important to ensure that seniors do not feel disconnected from the community. Social isolation can significantly impact mental and physical health, especially for those who may have limited mobility or transportation options.

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: **June 2, 2026**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Proposed Budget for Fiscal Years 2026-27 and 2027-28
Prepared by: Jay Baksa, Finance Director

EXECUTIVE SUMMARY:

The City Council will review the Proposed Budget and forecast covering two fiscal years and consider adoption of a Fiscal Year 2026-27 Budget.

STAFF RECOMMENDATION:

Conduct the public hearing, deliberate, and adopt the **Resolution** Approving a Budget for the City of Dublin for Fiscal Year 2026-27 and provide direction on additional budget requests that have been made since the Preliminary Budget presentation.

FINANCIAL IMPACT:

The Proposed Budget includes citywide revenues of $173.1 million in Fiscal Year 2026-27 and $177.2 million in Fiscal Year 2027-28 (includes both governmental and internal service funds). Expenditure proposals total $148.3 million and $151.5 million in Fiscal Years 2026-27 and 2027-28, respectively. The total citywide fund balance is projected at $403.7 million and $417.2 million in Fiscal Years 2026-27 and 2027-28, respectively.

The Proposed General Fund Budget is balanced in both years, with a projected addition to reserves (after transfers out) of $4.8 million in the first year, and $1.1 million in the second year.

All fund balances are projected to remain positive, with the exception of certain grant funds and the Public Facilities Fee Fund. Grant funds may periodically reflect negative balances due to the timing of reimbursement payments, as expenditures are incurred prior to reimbursement being received. The Public Facilities Fee Fund may also reflect negative balances due to timing differences between the collection of development impact fees and the construction of parks and public facilities funded by those revenues.

DESCRIPTION:

Background
On April 21, 2026, the City Council received a presentation on the Preliminary Budget for the upcoming two fiscal years. The April Staff Report is provided as Attachment 4.

At that time, Staff noted that the City had not yet received the budget proposal from the Alameda County Sheriff's Office (ACSO) for police services. Staff also indicated that recently received property tax information from the Alameda County Assessor's Office would negatively impact final property tax numbers.

Since the Preliminary Budget presentation, the City has received ACSO's proposal and Staff have continued to work with the City's property tax consultants to further refine property tax revenue projections. In addition, the City received updated cost information from the Alameda County Fire Department (ACFD), and Staff refined Internal Service Fund cost allocations. This Staff Report discusses those updates and provides tables illustrating the most substantial changes from the information provided in April.

In addition, the City has received several new budget requests requiring City Council direction. These items have not been incorporated into the Proposed Budget and are presented later in this report for Council consideration.

Changes Since the Preliminary Budget Presentation

Property Tax
FY 2026-27 – Decrease of $529,200
FY 2027-28 – Decrease of $427,824

During the Preliminary Budget presentation, Staff noted that the Alameda County Assessor's Office had granted Proposition 8 reductions to more properties than originally anticipated, lowering the City's projected assessed valuation and projected property tax revenues.

After working with the County Assessor's Office and the City's property tax consultants, Staff now anticipate that property tax revenues will be reduced by $529,200 in Fiscal Year (FY) 2026-27 and $427,824 in FY 2027-28 from the Preliminary Budget figures, as shown in Table 1. The County tax roll is not yet final and additional adjustments may occur. Staff will continue to monitor and update the City Council as new information becomes available.

Table 1. Property Tax Revenue Comparison
(Preliminary Budget vs. Proposed Budget)

	Amended Budget FY 2025-26	Proposed Budget FY 2026-27	Forecast Budget FY 2027-28
Preliminary Budget (April)		$68,090,179	$71,504,994
Proposed Budget (June)	$66,105,654	$67,560,979	$71,077,170
Difference	-	**($529,200)**	**($427,824)**
Change from Prior Year	-	$1,455,325	$3,516,191

ACFD Fire Contract
FY 2026-27 – Increase of $49,820
FY 2027-28 – Increase of $52,311

ACFD recently notified the City that the County updated its internal service rates, resulting in charges that are slightly higher than those originally included in the ACFD budget proposal. Overall, the revised rates increase projected ACFD services costs by approximately $49,820 in FY 2026-27 and $52,311 in FY 2027-28.

ACSO Contract (Dublin Police Services)
FY 2026-27 – Decrease of $1,493,926
FY 2027-28 – Decrease of $3,363,776

The Preliminary Budget assumed a 6.1 percent annual growth in Dublin Police Services costs, equating to an increase of $1.79 million in FY 2026-27 and $1.85 million in FY 2027-28. Since that time the City has received ACSO's budget proposal, which is significantly less than originally projected, as shown in Table 2.

Table 2. Dublin Police Services Contract Costs Comparison
(Preliminary Budget vs. Proposed Budget)

	Amended Budget FY 2025-26	Proposed Budget FY 2026-27	Forecast Budget FY 2027-28
Preliminary Budget (April)		$30,827,665	$32,675,725
Proposed Budget (June)	$29,040,073	$29,333,739	$29,311,949
Difference	-	**($1,493,926)**	**($3,363,776)**
Change from Prior Year	-	$293,666	($21,790)

Compared to the amounts included in the Preliminary Budget, the Proposed Budget results in a reduction of $1.49 million in FY 2026-27 and $3.36 million in FY 2027-28. The primary factor contributing to the lower-than-anticipated costs is ACSO's payoff of its pension obligation bonds, which significantly reduced retirement-related expenses.

It's worth noting that the slight FY 2027-28 decrease compared to FY 2026-27 reflects that FY 2026-27 contains an extra pay period; FY 2027-28 returns to the standard 26-pay-period cycle.

Internal Service Fund Charges
FY 2026-27 – No change
FY 2027-28 – Decrease of $62,743

During projection of software costs for FY 2027-28, Staff identified modest savings of $62,743 from prepayment of certain software agreements in prior years.

Animal Shelter Services
As noted in the Preliminary Budget presentation, the City of Livermore has withdrawn from the Alameda County Animal Control Shelter services agreement, which is expected to increase Dublin's share of regional costs. Alameda County is preparing a proposal for remaining partner agencies on the future service structure. The City has not yet received that proposal, but the County's most recent budget update for Animal Control and Shelter services aligns with the City's projected amounts and assumes no change to current operations. Staff will return with an update and a budget change, if necessary, as further details become available.

Additional Requests for Consideration
Since the Preliminary Budget presentation, the following requests were received, and Staff is seeking City Council direction on whether to incorporate them into the Budget.

Dublin Unified School District (DUSD) - Additional City-Funded Crossing Guards
FY 2026-27 - $23,100 per crossing guard
FY 2027-28 - $24,055 per crossing guard

At the May 7, 2026 City-DUSD Liaison Committee meeting, DUSD requested that the City fund two additional crossing guard positions to be assigned at the new Shamrock Hills TK-8 school in the Boulevard community. The City’s contract with All City Management Services Inc. currently provides for the equivalent of 18 crossing guards in Dublin, with the City funding 14 and DUSD funding four. This allocation includes three additional guards that the City agreed to fund at DUSD’s request last July.

Staff believes that it would be reasonable for the City to fund one new guard at Shamrock Hills and ask DUSD to either fund the second guard or evaluate whether there is a guard that could be shifted from another location.

Community Development Block Grant (CDBG)
FY 2026-27 - Increase of $42,000
FY 2027-28 - $0

The Human Services Grants expenditures in the Proposed Budget reflect the two-year cycle recommended by the Human Services Commission on March 27, 2025, and approved by the City Council on May 6, 2025. The approved funding level assumed Dublin would continue to receive supplemental CDBG funds through the Alameda County Urban County CDBG Program, in addition to its annual base allocation. For several years, the City has successfully requested and received these previously unallocated funds to support thet Human Services

Grant Program.

For FY 2026-27, the City's request for supplemental funds was denied, as participating jurisdictions are beginning to draw down their own allocations. As a result, Dublin will receive only its annual base allocation, creating an estimated $42,000 shortfall in the Human Services Grant Program. To preserve the funding level previously approved by the City Council, Staff recommends a one-time General Fund contribution to offset the FY 2026-27 gap. Staff will return in summer 2026 to discuss long-term funding strategies for the program.

Budget Book at a Glance
The Proposed Budget (Attachment 2) for FY 2026-27 and FY 2027-28 includes a Transmittal Letter from the City Manager discussing the City's financial health, the two-year budget financials and reserve changes, Capital Improvement Program (CIP) appropriations, and factors used in the 10-Year Forecast.

The budget document is organized as follows:

1. Table of Contents
2. Transmittal Letter: Overall financial picture
3. Strategic Plan
4. Introductory: City history, organizational chart, and budget process
5. Funds Structure/Budget Summary: Fund classifications and projections for all funds
6. General Fund Summary: General Fund revenues and expenses
7. Departments: Departmental projections, accomplishments, goals, and performance metrics
8. Capital Improvement Program (CIP): CIP appropriations for FY 2026-27 and 2027-28, with funding sources
9. Proprietary Funds: Internal Service Fund projections
10. Fiduciary Funds: Projections for funds where the City serves as fiscal agent
11. Addendum: Historical revenue, Human Services grants, Position Allocation Plan, Gann Limit, and demographics

While the Proposed Budget includes CIP appropriations for FY 2026-27 and 2027-28, the full 2026-2031 CIP Budget, including project descriptions and timelines, is presented separately to the City Council on tonight's agenda. Any changes made during that item will be incorporated into the final Adopted Budget.

STRATEGIC PLAN INITIATIVE:

The Proposed Budget reflects priorities established in the City's Two-Year Strategic Plan (2026-27 and 2027-28).

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

A Budget Hearing notice was posted on May 28, 2026 and the City Council Agenda was posted.

ATTACHMENTS:

1) General Fund Summary
2) Proposed Budget for Fiscal Years 2026-27 and 2027-28
3) Resolution Approving a Budget for the City of Dublin for Fiscal Year 2026-27
4) April 21 Staff Report (without attachments)

GENERAL FUND SUMMARY

	Adopted 2025-26	Amended 2025-26	Preliminary FY 2026-27	Update FY 2026-27	Proposed FY2026-27	+/- $	+/- %	Preliminary FY 2027-28	Update FY 2026728	Forecast FY2027-28	+/- $	+/- %
Revenues												
Property Tax	66,105,654	66,105,654	68,090,179	(529,200)	67,560,979	1,455,325	2.2%	71,504,994	(427,824)	71,077,170	3,516,191	5.2%
Sales Tax	27,574,345	27,574,345	27,932,981		27,932,981	358,636	1.3%	28,771,672		28,771,672	838,691	3.0%
Sales Tax Reimbursements	(375,000)	(375,000)	(50,000)		(50,000)	325,000	-86.7%	(50,000)		(50,000)	0	0.0%
Development Revenue	10,428,265	9,929,921	10,153,389		10,153,389	223,468	2.3%	8,699,178		8,699,178	(1,454,211)	-14.3%
Transient Occupancy Tax	1,400,000	1,400,000	1,400,000		1,400,000	0	0.0%	1,400,000		1,400,000	0	0.0%
Other Taxes	7,362,250	7,362,250	7,544,795		7,544,795	182,545	2.5%	7,730,775		7,730,775	185,980	2.5%
Licenses & Permits	124,400	200,000	223,400		223,400	23,400	11.7%	223,400		223,400	0	0.0%
Fines & Penalties	67,400	67,400	67,400		67,400	0	0.0%	67,400		67,400	0	0.0%
Interest Earnings	7,596,400	10,596,400	7,620,000		7,620,000	(2,976,400)	-28.1%	6,324,600		6,324,600	(1,295,400)	-17.0%
Rentals and Leases	2,271,676	2,187,698	2,490,743		2,490,743	303,045	13.9%	2,551,243		2,551,243	60,500	2.4%
Intergovernmental	300,000	300,000	330,000		330,000	30,000	10.0%	330,000		330,000	0	0.0%
Charges for Services	7,714,813	7,048,543	7,880,537		7,880,537	831,994	11.8%	8,120,994		8,120,994	240,458	3.1%
Other Revenue	2,666,640	3,415,883	2,802,455		2,802,455	(613,428)	-18.0%	2,865,583		2,865,583	63,128	2.3%
Subtotal Revenues - Operating	**$133,236,842**	**$135,813,093**	**$136,485,879**	**($529,200)**	**$135,956,679**	**$143,585**	**0.1%**	**$138,539,839**	**($427,824)**	**$138,112,015**	**$2,155,337**	**1.6%**
Transfers In	$136,015	$136,015	$138,735		$138,735	$2,720	2.0%	$141,510		$141,510	$2,775	2.0%
CIP Reimbursement Payments												
Unrealized Gains/Losses/Adjustments												
Total Revenues	**$133,372,857**	**$135,949,108**	**$136,624,614**	**($529,200)**	**$136,095,414**	**$146,305**	**0.1%**	**$138,681,349**	**($427,824)**	**$138,253,525**	**$2,158,112**	**1.6%**
Expenditures												
Salaries & Wages	$16,863,696	16,863,696	17,569,417		17,569,417	$705,721	4.2%	18,528,432		18,528,432	$959,015	5.5%
Benefits	6,698,988	6,698,988	7,346,554		7,346,554	647,566	9.7%	7,770,043		7,770,043	423,489	5.8%
Services & Supplies	8,083,119	8,371,769	7,420,625		7,420,625	(951,144)	-11.4%	7,618,319		7,618,319	197,694	2.7%
Internal Service Fund Charges	5,885,854	5,885,854	6,467,644		6,467,644	581,790	9.9%	7,114,408	(62,743)	7,051,665	584,021	9.0%
Utilities	4,042,135	4,042,135	4,118,985		4,118,985	76,850	1.9%	4,341,885		4,341,885	222,900	5.4%
Contracted Services	72,914,991	73,933,568	81,487,868	(1,444,106)	80,043,762	6,110,195	8.3%	84,938,027	(3,311,465)	81,626,562	1,582,800	2.0%
Capital Outlay	388,416	848,029	302,956		302,956	(545,073)	-64.3%	309,929		309,929	6,973	2.3%
Debt Service Payment	1,331,250	1,331,250	1,331,850		1,331,850	600	0.0%	1,331,250		1,331,250	(600)	0.0%
Contingency & Miscellaneous	224,000	224,000	224,420		224,420	420	0.2%	224,852		224,852	432	0.2%
Subtotal Expenditures - Operating	**$116,432,450**	**$118,199,289**	**$126,270,319**	**($1,444,106)**	**$124,826,213**	**$6,626,924**	**5.6%**	**$132,177,145**	**($3,374,208)**	**$128,802,937**	**$3,976,724**	**3.2%**
Operating Impact (REV-EXP)	**$16,804,393**	**$17,613,804**	**$10,215,559**	**$914,906**	**$11,130,465**	**($6,483,339)**	**-37%**	**$6,362,694**	**$2,946,384**	**$9,309,078**	**($1,821,388)**	**-16.4%**
Transfer Outs & Contributions to Other Funds												
Transfers Out (CIPs) - Com./Assig. Reserve	10,900,000	41,996,947	2,800,000		2,800,000	(39,196,947)	-93.3%	4,500,000		4,500,000	1,700,000	60.7%
Transfers Out (CIPs) - Undesignated	7,321,900	27,068,031	1,700,000		1,700,000	(25,368,031)	-93.7%	1,850,000		1,850,000	150,000	8.8%
Transfers Out (CIPs) - Reimbursable		-	-		-	-				-		
Contribution to ISF & Other	2,000,000	2,000,000	2,000,000		2,000,000	-	-	2,000,000		2,000,000	-	-
Subtotal - Transfers Out & Contributions	**$20,221,900**	**$71,064,979**	**$6,500,000**	**$0**	**$6,500,000**	**($64,564,979)**	**-90.9%**	**$8,350,000**	**$0**	**$8,350,000**	**$1,850,000**	**28.5%**
Total Expenditures	**$136,654,350**	**$189,264,268**	**$132,770,319**	**($1,444,106)**	**$131,326,213**	**($56,493,949)**	**-29.8%**	**$140,527,145**	**($3,374,208)**	**$137,152,937**	**$5,826,724**	**4.4%**
GF Impact (Include CIP & Transfers)	**($3,281,492)**	**($53,315,159)**	**$3,854,294**	**$914,906**	**$4,769,200**	**$56,640,254**	**-106.2%**	**($1,845,796)**	**$2,946,384**	**$1,100,588**	**($3,668,613)**	**-76.9%**

Proposed Budget Fiscal Years 2026-27 and 2027-28

Dublin

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City of Dublin
CALIFORNIA

PROPOSED BUDGET

Fiscal Years 2026-27 and 2027-28

Elected Officials and City Staff

Elected Officials

Dr. Sherry Hu - Mayor

Jean Josey - Vice Mayor

Michael McCorriston - Councilmember

John Morada - Councilmember

Kashef Qaadri - Councilmember

City Executive Staff

Colleen Tribby - City Manager

John Bakker - City Attorney

Jeff Baker - Assistant City Manager

Hazel Wetherford - Deputy City Manager

Debbie Bell - Public Works Director

Bonnie Terra - Fire Marshall

Jackie Dwyer - Parks and Community Services Director

Jay Baksa - Finance Director

Amy Million - Community Development Director

Marsha Moore - City Clerk

Victor Fox - Police Chief

Sarah Monnastes - Human Resources Director

Steve Windsor - Chief Information Security Officer

Budget Development Team

Jay Baksa - Finance Director

Wendy Lam - Accounting Manager

Christopher Rhoades - Financial Analyst

Darlynn Haas - Management Analyst

Attachment #2

CITY MANAGER TRANSMITTAL LETTER

June 2, 2026

Honorable Mayor and City Councilmembers:

I hereby submit to you the City of Dublin's Fiscal Years 2026-27 and 2027-28 Budget, covering the beginning of a new two-year budget cycle.

Since the City's rebound from the Great Recession, Dublin's budget cycle has been guided by three primary goals during this period of sustained economic growth: fully funding current City operations, continuing to set aside reserves for future capital projects, and maintaining adequate operating reserves over the long term. Through disciplined financial planning and conservative budgeting, the City has successfully advanced these goals. This is a key reason Dublin has remained financially strong during periods of uncertainty, while many jurisdictions, including some in this region, have faced difficult budget decisions.

While the City continues to benefit from development activity, the pace of new development is expected to slow over the next two years as major projects reach completion. As a result, Staff has continued to emphasize that the large operating surpluses are not likely to continue over the long term. This shift underscores the importance of preparing the City for the transition from a growth-oriented community to a maintenance-focused one, where costs associated with aging infrastructure, facilities, and service demands are expected to increase at the same time revenue growth begins to slow.

It is important to note that the City has not yet reached this transition point. However, the long-term forecast indicates that, absent mitigating actions, the City is projected to experience an operating deficit beginning in Fiscal Year 2030-31. While this transition will require difficult choices over time, the City still has the runway to act thoughtfully and take measured steps to preserve long-term fiscal stability while continuing to provide the high level of services that residents, businesses, and visitors have come to expect.

The short-term action items outlined in this transmittal letter and incorporated into the Proposed Budget continue to support the City's original three budget goals, while also beginning to advance a fourth goal: preparing Dublin for its transition to a maintenance-focused city. These efforts are consistent with the City Council's recently adopted Two-Year Strategic Plan and reflect the City's ongoing commitment to prudent fiscal stewardship.

This Budget is a comprehensive document, including fund summaries, revenue and expenditure summaries, position allocations, and illustrative charts and graphs that present the City's financial plan in a clear and transparent manner. It also includes performance measures for certain departments, which tie City activities to measurable outcomes. Behind all the numbers is the City's commitment to continue delivering a high level of service to the community while planning for long-term financial stability.

Budget-In-Brief: Key Issues

Economic Outlook

The Fiscal Year (FY) 2026-27 and FY 2027-28 Budget reflects many of the same economic conditions that have impacted the City over the past two years. Elevated inflation, ongoing supply chain constraints, and increased operating costs have continued to place pressure on both consumers and local governments. While economic conditions showed signs of improvement at various points during this period, prompting the Federal Reserve System to lower interest rates multiple times over the past two years, ongoing global conflicts and broader world events have continued to create economic uncertainty and volatility in financial markets. As a result, the Federal Reserve has recently paused additional rate adjustments while it continues to monitor inflationary trends and overall economic conditions.

Despite this uncertainty, the City's economic consultants anticipate conditions will gradually improve over the next year, with inflation continuing to be moderate and economic activity stabilizing. Current projections indicate the Federal Reserve may resume lowering interest rates in the latter part of 2026, which is expected to help stimulate economic growth and consumer activity heading into 2027.

Budget Overview

The Budget includes citywide revenue of $173.1 million in FY 2026-27 and $177.2 million in FY 2027-28. Expenditure proposals total $148.3 million and $151.5 million in FY 2026-27 and 2027-28, respectively. The total citywide fund balance is projected at $403.7 million and $417.2 million in FY 2026-27 and 2027-28, respectively. All fund balances are budgeted in the positive, except for grant funds, which are reimbursed after expenditures are incurred, and the Public Facilities Fee Fund due to the timing difference in collecting the fees and construction of parks and facilities.

The General Fund Budget is balanced in both years, with operating surpluses projected at $11.1 million in FY 2026-27 and $9.3 million in FY 2027-28. After factoring in transfers out, it is projected that $4.8 million will be added to reserves in FY 2026-27 and $1.1 million in FY 2027-28, with a year-over-year decrease due to the continuation of planned general fund expenditures on Capital Improvement Program projects.

General Fund Overview

Property Tax, the City's largest revenue source, has begun to show signs of slowing growth. While both fiscal years are still projected to receive the annual 2% increase in assessed valuation permitted under Proposition 13, recent reports from the County Assessor's Office indicate that a greater number of properties than originally anticipated have been granted Proposition 8 reductions. As a result, projected Property Tax revenue in FY 2026-27 has been reduced by approximately $529,200 (0.79%) from the amounts previously presented during the Preliminary Budget presentation.

A Proposition 8 reduction is a temporary decrease in a property's assessed value that occurs when the property's current market value falls below its taxable value. These reductions are reviewed annually by the County Assessor and may be restored in future years as property values recover. Staff continues to work closely with the City's property tax consultants and the County Assessor's Office to evaluate the full fiscal impact of these reductions and will provide updates as additional information becomes available.

Sales Tax, the City's second-largest revenue source, is projected to increase from the current year amended budget; however, updated information indicates growth is now expected to be lower than previously projected. This adjustment is based on revised forecasts from the City's sales tax consultant, reflecting continued softness in consumer spending amid higher prices and ongoing economic uncertainty.

The updated outlook anticipates the most significant impacts within the auto sector, which accounts for approximately 40 percent of the City's sales tax base. While Dublin's auto dealers have continued to show resilience, Staff and the City's consultants are closely monitoring the effects of global conflicts, rising energy and transportation costs, inflationary pressures,

and tariffs, all of which continue to place pressure on household budgets and discretionary spending, particularly for high-cost purchases such as automobiles.

Development Revenue is projected to increase slightly in FY 2026-27 relative to the FY 2025-26 Amended Budget before declining in FY 2027-28 as active development projects near completion. Charges for Services are projected to increase by 11.8 percent in FY 2026-27 and 3.1 percent in FY 2027-28, driven primarily by continued strong demand for the City's recreational programs and facilities.

On the expenditure side, personnel costs are projected to increase by $1.3 million in FY 2026-27 due to the addition of three full-time positions, cost-of-living adjustments, merit increases, and rising retirement and healthcare costs. Contracted Services, including Police, Fire, and maintenance services, are projected to increase by $6.1 million, or 8.3 percent, in FY 2026-27 and by $1.6 million, or 2.0 percent, in FY 2027-28, primarily due to rising public safety and MCE Corporation costs.

The increase also reflects an accounting reclassification of certain Police and Fire liability insurance costs from Services and Supplies to Contracted Services, which better reflects the nature of these expenditures. The reclassification shifts approximately $1.7 million in FY 2026-27 and $2.0 million in FY 2027-28 into Contracted Services, with a corresponding decrease in Services and Supplies.

Overall, the City enters this budget cycle in a stronger financial position than many peer agencies. Significant economic uncertainty remains, particularly around the City's major revenue sources, and Staff will continue to closely monitor these conditions.

Strategic Planning

Strategic Plan

The Two-Year Strategic Plan sets the overall direction for the City, guiding resources and setting specific objectives to drive City actions, and includes the City's Mission, Vision, and Values. In developing this Plan, the City utilizes a consultant to facilitate the process with the City Council and the City's executive leadership. The consultant interviews each Councilmember to identify individual priorities, which are then consolidated into draft goals by the consultant and executive leadership. Following this, the City Council reviews, prioritizes, and finalizes the consolidated goals and strategies at a Strategic Planning Workshop, which is typically held in February/March. The Two-Year Strategic Plan is then adopted at a subsequent City Council meeting, prior to being incorporated into the City's budget. On April 7, 2026, the City Council adopted its Two-Year Strategic Plan for FY 2026-27 and 2027-28. Each quarter, Staff provides the City Council an update on the progress being made towards the established priorities.

The priorities for FY 2026-27 and 2027-28 are:

- Public Safety, Health, and Welfare
- Fiscal Sustainability
- Technology Innovation
- Housing Affordability
- City Infrastructure
- Downtown Dublin
- Fallon East Economic Development Zone
- Enhanced Customer Experience

Short-Term Priorities and Factors

The following is a summary of certain actions, driven by the priorities in the Two-Year Strategic Plan, which have budgetary impacts and are addressed in this two-year budget.

Public Safety, Health, and Welfare

The FY 2026-27 Dublin Police Services (DPS) Budget includes the addition of one Lieutenant position to support operational oversight, supervision, and continued service demands within the Police Services Department. The DPS Budget also continues funding for two retired annuitant positions that support the Drug Abuse Resistance Education (DARE) program. These positions will continue to be fully funded through opioid settlement revenues, allowing the City to maintain youth outreach and drug prevention education efforts without impacting General Fund resources.

Additionally, the DPS Budget provides for the continued staffing of the three positions assigned to the Behavioral Health Unit. Since its establishment, the Behavioral Health Unit has played an increasingly important role in responding to calls involving mental health, homelessness, and other behavioral health-related issues, while helping connect community members with appropriate services and resources. Beginning in FY 2026-27, funding for these positions will transition to being fully supported by the General Fund, reflecting the City's ongoing commitment to maintaining these services as part of its core public safety and community support efforts.

Housing Affordability

The Proposed Budget also reflects the City's continued commitment to supporting affordable housing opportunities within the community. To assist residents seeking homeownership opportunities in Dublin, the appropriations include $800,000 in each fiscal year for the City's FirstTime Homebuyer Loan Program. This funding will help support eligible homebuyers by providing financial assistance toward the purchase of a home, while furthering the City's broader housing goals and efforts to maintain a diverse and sustainable community.

City Infrastructure

The Proposed Budget includes the addition of a Maintenance Coordinator position to support the development and implementation of the City's asset management program and provide oversight of maintenance contractors and related operations.

The FY 2026-27 budget for maintenance services with MCE Corporation includes an increase of approximately $1.4 million over the prior year. This increase reflects the continued growth, complexity, and aging of the City's infrastructure systems, as well as the high level of service expected by the community. As City infrastructure ages, maintenance needs continue to increase in both volume and complexity, requiring more specialized and coordinated maintenance efforts. The budget also reflects the City's continued transition toward a more proactive maintenance model focused on preventative maintenance and long-term asset management strategies intended to improve reliability and reduce lifecycle costs.

Included in the proposed increase is approximately $285,000 to expand preventative maintenance efforts across City facilities and infrastructure. By shifting away from reactive, "break-fix" maintenance toward a more proactive approach, the City can extend the useful life of assets, improve system performance, and reduce the frequency of unexpected failures and emergency repairs.

The Proposed Budget also includes approximately $140,000 for a new MCE Management Analyst position. This position will support the operational and administrative functions associated with maintenance services, including implementation of a computerized maintenance management system (CMMS) and advancement of a comprehensive citywide asset management program.

Internal Service Funds (ISF)

The proposed budget includes a 10.0 percent increase in Internal Service Fund (ISF) contributions in FY 2026-27 and a 9.0 percent increase in FY 2027-28 to help ensure adequate funding is available for the future replacement and maintenance of City facilities, vehicles, technology systems, and other critical infrastructure assets. As the City's infrastructure network continues to age and expand, replacement costs, maintenance demands, and life cycle management needs are increasing significantly. The additional funding will help the City continue proactively planning for these future capital obligations while minimizing the risk of deferred maintenance and unexpected replacement costs.

In addition, Staff is currently undertaking a comprehensive citywide asset inventory and assessment effort to better evaluate the condition, useful life, replacement schedules, and long-term funding needs associated with City-owned assets. This initiative is intended to support the development of a more robust asset management framework and improve long-term capital planning. Once completed, the inventory and assessment process may identify the need for additional future funding to adequately address replacement, repair, rehabilitation, and ongoing maintenance requirements across the City's infrastructure systems and facilities.

Additionally, Staff is planning for increased maintenance costs and more frequent replacement of assets. Accordingly, the two-year budget includes funding for the following:

- $2.0 million General Fund contribution in each fiscal year to the Internal Service Funds for facility replacement. These funds will be utilized in future years for the replacement of City assets, which include park structures, facilities, and equipment at City facilities, including at The Wave.
- $4.5 million annually for pavement management, including an estimated $9.15 million total General Fund contribution in the new Five-Year Capital Improvement Program (CIP).

The new Five-Year CIP also includes several major street improvements, which require $38.3 million in funding over the next five years. This is in addition to the $96.8 million currently included in the FY 2025-26 Amended Budget.

- $3.5 million - Golden Gate Drive Intersection Improvements
- $6.0 million - Local Street Resurfacing at I-580 Interchanges
- $1.5 million - Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School
- $27.3 million - Village Parkway Reconstruction

Additionally, the Budget includes the strategic use of Internal Service Funds previously set aside to address maintenance and replacement issues through the CIP. This includes $9.2 million in Internal Service funding for the below projects.

- $2.0 million - The Wave Pool Replastering
- $0.2 million - Shannon Center – Pre-school Play Yard
- $3.7 million - Dublin Sports Grounds Rehabilitation
- $2.3 million - Fallon Sports Park – Artificial Turf Field Replacement
- $1.1 million - Sports Court Resurfacing

Fiscal Year 2026-27 Budget: The Details

OPERATING REVENUES

Citywide revenues total $173.1 million in FY 2026-27 (including internal service funds, excluding transfers in and Fiduciary Funds), representing a decrease of $8.0 million from the FY 2025-26 Amended Budget, due to the receipt of one-time grant funds in FY 2025-26 for capital improvement projects.

Highlights:

- Property Taxes and Sales Taxes are the City's largest ongoing revenue sources, accounting for 59.1 percent of total Governmental Fund revenues in FY 2026-27.
- Property Tax, the City's largest revenue source, has begun to show signs of slowing growth. While both fiscal years are still projected to receive the annual 2% increase in assessed valuation permitted under Proposition 13, recent reports from the County Assessor's Office indicate that a greater number of properties than originally anticipated have been granted Proposition 8 reductions.
- Sales Tax, the City's second-largest revenue source, is projected to increase from the current year amended budget; however, updated information indicates growth is now expected to be lower than previously projected. This updated outlook reflects continued softness in consumer spending amid higher prices and ongoing economic uncertainty, and is expected to have the largest impact within the auto sector, which accounts for approximately 40% of the City's sales tax base.
- Use of Money and Property, which consists primarily of interest revenue, is projected to decrease by $1.4 million across all funds in FY 2026-27 with the projected decrease primarily in the General Fund due to spending of General Fund reserves to support CIP expenditures, which will reduce the City's investable cash balances. This decrease is offset partially by higher than previously projected cash balances in other City funds, resulting in year-over-year increases in interest revenue. Overall across all funds, interest revenue is projected to decrease by an additional $1.3 million in FY 2027-28.

OPERATING EXPENDITURES

FY 2026-27 Budget totals $148.3 million in all funds (including Internal Service Fund purchases, excluding transfers out and Fiduciary Funds). This is made up of operating appropriations of $140.7 million, and $7.6 million in Internal Service Fund costs primarily for equipment purchases and Information Technology funding.

The City's operating expenditures are adjusted each year in a relatively consistent manner based on contract terms, consumer price index (CPI) adjustments, or other known factors, (i.e. onetime projects, increase in development projects, or increase in insurance rates).

Examples are:

- Personnel costs are driven by salaries and benefits as approved by the City Council. Pension rates are set by CalPERS.
- Services and Supplies remain generally static across departments, with increased cost coming from higher insurance premiums as provided by the City's PLAN Joint Powers Authority (PLAN JPA), the City's insurance pool.
- Contract Services budgets are based on projected work needed to address development projects and additional staffing as the City's population increases and City assets come online and mature.

Highlights:

Personnel

The two-year Budget reflects an updated position allocation plan, salaries, health rates, and retirement benefits. Total personnel costs are projected to increase $1.4 million (5.2%) in FY 2026-27 and $1.5 million (5.4%) in FY 2027-28. This is due to

the addition of three staff members: an Environmental Coordinator and Maintenance Coordinator in Public Works and a Recreation Supervisor in Parks and Community Services; cost-of-living adjustments; merit increases; and an increase in retirement and health costs.

Contracted Services Costs

The City contracts for public safety (Police and Fire), maintenance, development, and other miscellaneous services. In Fiscal Years 2026-27 and 2027-28, total contract services comprise 59.2 percent of the overall operating expenditure budget. Public Safety contract costs make up 34.1 percent of all spending in the operating budget.

The following table shows changes to operating program contracted services costs for Governmental and Propriety Funds, with details shown in the General Fund Section of this document.

	FY 2024-25 Actuals	FY 2025-26 Adopted	FY 2025-26 Amended	FY 2026-27 Projected	FY 2027-28 Forecasted
Police Services	$28,190,762	$28,884,855	$29,040,073	$29,333,739	$29,311,949
Fire Services	$18,248,520	$19,653,710	$19,653,710	$21,320,437	$22,328,825
Maintenance Services (MCE)	$10,391,254	$11,697,987	$11,915,407	$13,302,388	$13,840,193
Development	$3,784,345	$5,263,061	$4,992,701	$5,307,749	$5,417,322
Other Contracted Services	$18,325,848	$21,178,755	$23,963,516	$24,004,788	$23,865,919
Total Operating Contracted Services	**$78,940,729**	**$86,678,368**	**$89,565,407**	**$93,269,101**	**$94,764,208**

2026-2031 Capital Improvement Program

The 2026-2031 Capital Improvement Program (CIP) totals $78,154,654 over the five-year period. General Fund contributions for the CIP period total $16,400,000, as shown in the following table:

CIP Expenses, All Funds

	2026-27	2027-28	2028-29	2029-30	2030-31	Five-Year Total
Financing						
General Fund	$4,500,000	$6,350,000	$1,850,000	$1,850,000	$1,850,000	**$16,400,000**
Internal Service Funds	$500,000	$500,000	$4,100,000	$1,200,000	$2,900,000	**$9,200,000**
Public Art Fund	$250,000					**$250,000**
Special Revenue Funds	$6,342,000	$3,942,000	$3,442,000	$3,400,000	$3,400,000	**$20,526,000**
Grants		$1,500,000				**$1,500,000**
Traffic Impact Fees			$1,000,000			**$1,000,000**
Other		$9,150,000				**$9,150,000**
Unidentified		$16,578,654		$3,550,000		**$20,128,654**
TOTAL Financing	**$11,592,000**	**$38,020,654**	**$10,392,000**	**$10,000,000**	**$8,150,000**	**$78,154,654**

Capital Projects - New Funding

Highlights

Below is a list of CIP projects with new funding of over $1.0 million in the next five years, with the funding sources indicated. The costs listed do not include existing budgets in Fiscal Year 2025-26. Those details can be found in the separate CIP document.

General Improvements

- The Wave Pool Replastering: $2.0 million (Internal Service Funds – Facilities)

Parks

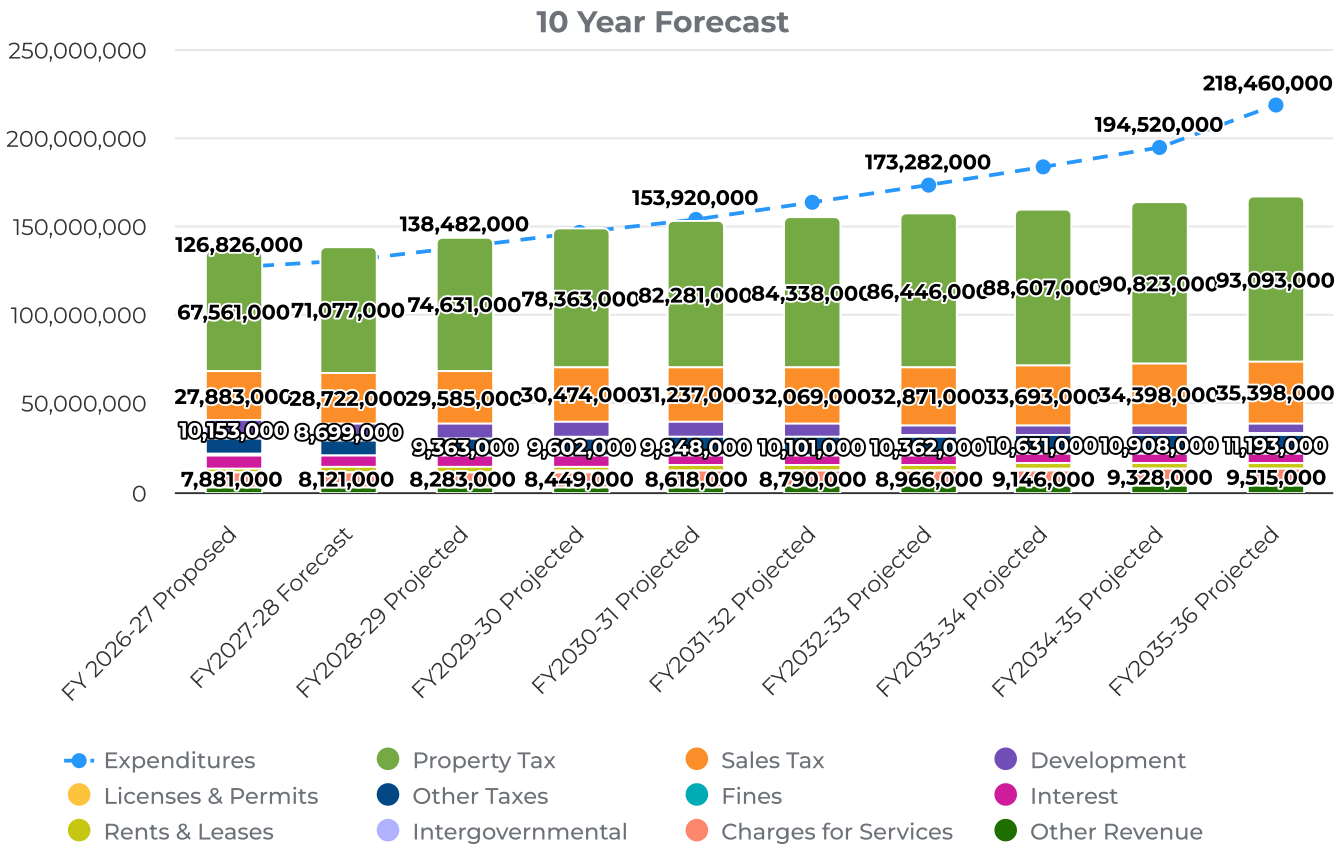
- Dublin Sports Grounds: $3.7 million (Internal Service Funds – Facilities)
- Fallon Sports Park – Artificial Turf Field Replacement: $2.3 million (Internal Service Funds – Facilities)
- Iron Horse Nature Park and Open Space: $2.8 million (Unidentified)
- Kolb Park Renovation: $1.00 million (Unidentified)
- Sports Courts Resurfacing: $1.1 million (Internal Service Funds – Facilities)

Streets

- Annual Street Resurfacing: $21.1 million (Special Revenue Funds/General Fund)
- Citywide Bicycle and Pedestrian Improvements: $3.8 million (Special Revenue Funds)
- Golden Gate Drive Intersection Improvements at Dublin Boulevard and St. Patrick Way: $3.5 million (Traffic Impact Fees and Unidentified)
- Tassajara Road Realignment and Widening: $1.5 million (Special Revenue Funds)
- Local Street Resurfacing at I580 Interchanges: $6.0 million (Special Revenue Funds and Unidentified)
- Village Parkway Reconstruction: $27.3 million (General Fund, Special Revenue Funds, Grants, and Unidentified)

10-Year General Fund Forecast

The 10-Year General Fund Forecast serves as the foundation of the annual budget process in terms of guiding the City's use of resources now to prepare for the future. While the General Fund operating budget is in a positive position in the two-year budget period, incorporating the information from this budget cycle into the 10-Year Forecast shows a projected operating deficit starting in FY 2030-31, as illustrated in the table below. This is one year earlier than was discussed during last year's budget presentation. It should be noted that Staff uses conservative assumptions when projecting the City's future revenue and expenditures, and that a full recession scenario is not included in the 10-year period. .



10-Year General Fund Assumptions

In developing the 10-Year Forecast, Staff continued the practice of conservatively projecting revenues and growing expenditures using historical information. While predicting economic health in the long term is challenging, Staff believes the Forecast is a fair representation of the City's potential financial future. Assumptions used in the Forecast are described below.

REVENUES

Property Tax

- Years 3 through 5: 5 percent growth annually based on estimates provided by the City's Property Tax consultant, which includes the following assumptions:
  - CPI adjustment: 2 percent increase (the maximum allowed) throughout the forecast.
  - Transfer of ownership: growth based on historical averages and an improving housing market.
- Prop 8 recapture: Recapturing value lost in FY 2026-27 and FY 2027-28.
- Years 5 through 10: 2.5 percent growth annually.

Sales Tax

- Years 3 and 4: 3 percent growth annually.
- Years 5 through 10: 2.5 percent growth annually.
- All sharing agreements have been factored in.

Development Revenues

- Based on development project projections.
- Years 3 and 4: Flat
- Years 5 through 10: Steady decline as the community nears build-out

Transient Occupancy Tax

- Years 3 through 10: Flat. Pending results of November 2026 election regarding a potential rate increase.
- If a rate increase is approved:
  - 2 percent increase = $350,000 annual increase.
  - 4 percent increase = $700,000 annual increase.

Other Taxes

- Years 3 through 10: 3 percent annual growth, reflecting the steady rate adjustments in utility franchise fees, offsetting the continued softness in transfer tax and cable revenues.

Charges for Services

- Years 3 through 10: 2 percent growth annually as an inflationary factor, across all Charges for Services revenues

Interest

- Years 3 and 4: Flat
- Years 5 through 10: Annual decreases as the City draws down on planned General Fund Reserve spending and interest rates continue to decline.

Rentals and Leases

- Years 3 through 10: 3 percent annual growth
  - Revenue projections will be continually reevaluated as the effect of fee adjustments on utilization becomes clearer.

All Other Revenue

- Years 3 through 10: 0-3 percent growth annually

EXPENDITURES

Personnel

- Years 3 through 10:

- No new positions.
- COLA: up to 3.5 percent annually.
- Merit: 3 percent increase annually.
- Annual benefit increases of 5 percent for retirement and health care.

Services and Supplies

- Years 3 through 10: 2 percent annual increase reflecting insurance premiums growing at 6 to 8 percent annually, offset by non-insurance costs remaining relatively flat.

Internal Services Funds

- Years 3 through 10: 10 percent annual increase to build up balances for future maintenance needs. However, this assumption may be revisited as Staff completes a comprehensive asset inventory currently underway. Once finalized, any identified funding deficiencies may necessitate adjustments to annual ISF contributions to ensure sufficient resources are available for future replacements.

Contracted Services

- Years 3 through 10: 6.0 percent annual growth for non-development-related contracts, consistent with historical contract cost averages over the past decade. Development-related contracts are projected to remain flat in Years 3 and 4, followed by a steady decline in Years 5 through 10, based on current development project projections and consistent with projected development revenue.

Utilities

- Years 3 through 10: Annual increase of 4%.

Transfers Out/Contributions/Other

- Preventative Maintenance: $2.0 million per year.
- Lease Revenue Bond Early Payoff: $1 million per year to FY 2028-29.
- General Fund Contribution to CIP, based on current CIP projects.
- One additional officer in Dublin Police Services in each year of the Forecast.

Conclusion

I am proud of the work that City of Dublin staff have done in putting together another thoughtful budget that reflects our commitment to providing a high level of service to our community while maintaining a conservative approach. In short, Dublin's finances are robust: the General Fund is in a surplus position, reserves are healthy, we continue to be able to make significant investments in needed capital improvements, and our planned activities are in line with the priorities identified by the City Council in its Strategic Plan.

I also want to thank the members of the community that have actively engaged with the City over the last year to provide feedback on our services, and to highlight the things that are important to them. We endeavor to listen and to be responsive to the variety of perspectives and needs of our diverse community.

Finally, I want to acknowledge the City Council for their continued policy guidance, thoughtful direction, and championing of this great City.

Respectfully,



Colleen Tribby

City Manager

Mission, Vision, and Values

Adopted on April 7, 2026 for Fiscal Years 2026-27 & 2027-28 (updated every two years)

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

- **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 and affordable 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.

City of Dublin Two-Year Strategic Plan

Priority
1. Public Safety, Health and Welfare
Objectives:
1A. Maintain adequate public safety staffing resources to provide for the needs of the community.
1B. Strengthen and expand outreach, tools, and resources to protect homes and enhance community emergency preparedness.
1C. Increase investment in police technologies that aid in crime prevention and rapid response.
1D. Enhance education, outreach, and enforcement of micro-mobility rules in the City.
1E. Seek opportunities and partnerships to provide enhanced mental health programs and resources to the community.
1F. Support and promote programs that enhance business safety and crime prevention.
2. Fiscal Sustainability
Objectives:
2A. Advance economic development strategies that diversify and strengthen the City's tax base.
2B. Identify and pursue new ongoing revenue sources to support long-term fiscal stability.
2C. Update and regularly evaluate fees to balance cost recovery with community access to programs and services.
2D. Complete formation of Street Light Assessment District 2026-1 to ensure sustainable funding for street lighting infrastructure.
2E. Complete updates to the Public Facilities Fee, Western Dublin Traffic Impact Fee, and Eastern Dublin Traffic Impact Fee to ensure alignment with proposed infrastructure and development needs.
2F. Implement operational cost control measures, where feasible, while maintaining a high level of service to the community.
3. Technology Innovation
Objectives:
3A. Adopt and implement an Information Technology Roadmap that standardizes technology across city departments and prioritizes cybersecurity, data protection, and resiliency.
3B. Integrate smart technologies into infrastructure, city operations, and public safety to improve efficiency and allow for data-informed decision-making.

3C. Launch a modernized City website that increases transparency, expands community engagement, and improves usability.

4. Housing Affordability

Objectives:

4A. Advance implementation of the Housing Element to increase the production of affordable housing.
4B. Promote the First Time Homebuyer Loan Program and identify future funding sources for its continued success.
4C. Proactively identify and facilitate opportunities to attract multi-family housing development on key sites.
4D. Promote and provide outreach to the community on all City programs and services that address housing accessibility and affordability.

5. City Infrastructure

Objectives:

5A. Strategically prioritize capital improvement projects to effectively leverage finite City resources.
5B. Invest in proactive and preventative maintenance to preserve City infrastructure and extend asset life cycles.
5C. Implement an asset management system to assist in long-term planning.
5D. Advance the Village Parkway Reconstruction Project.

6. Downtown Dublin

Objectives:

6A. Continue to advance the key tenets of the Downtown Dublin Preferred Vision: siting of a central park, establishment of a new street grid, and creation of the Downtown character.
6B. Promote a balanced mix of uses to support the Preferred Vision.
6C. Continue to plan for targeted City investment to catalyze development in Downtown Dublin.

7. Fallon East Economic Development Zone

Objectives:

7A. Finalize the purchase and sale agreement for the nature park on the GH PacVest parcel to satisfy parkland requirements.
7B. Facilitate infrastructure improvements that support the Fallon East Economic Development Zone.
7C. Advance development consistent with the Fallon East Economic Development Zone vision.

8. Enhanced Customer Experience

Objectives:

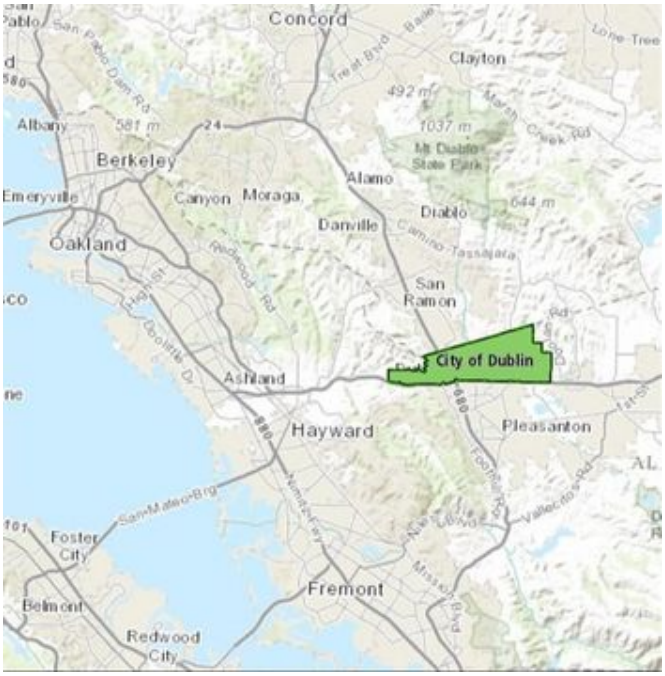
8A. Support the implementation of the 2024 Economic Development Strategy, including pursuing growth industries.
8B. Improve the City permitting process to provide timely service to the community.
8C. Continue offering programs that provide financial assistance, business development, and support services to small businesses.
8D. Enhance the community's connection to City business through improved online access to public meetings.

City of Dublin Profile

Overview

The City of Dublin is in the East Bay of the San Francisco Bay Area and is approximately 30 miles east of San Francisco and approximately 30 miles northeast of Silicon Valley. According to the California Department of Finance, the population in the City of Dublin is 71,728 excluding group quarters (3,041), as of May 2026.

The City of Dublin was incorporated in 1982 and in 2011 was named an “All-America City” by the National Civic League. For the period of 2010-2020 Dublin was named the fastest growing city in California with a 38.7 percent increase in population growth according to U.S. Census data.



Crossroads of the Bay Area

Dublin, California has long been known as the “crossroads” of the Bay Area. Dublin sits at the intersection of two major highways: Interstate 580 and Interstate 680. The significance of its location dates back more than 200 years when Dublin served as the crossroads of two important state routes – one from the Bay Area to Stockton, and the other from Martinez to San Jose. The Alamilla Spring, located in the Dublin area, provided a place for travelers to change horses and freshen up before continuing their journey.

Dublin has a rich history dating back to 1772 when Pedro Fages led an expedition of 16 mounted men on a journey in search of a land route to Drake’s Bay, which at that time was called San Francisco Bay. Their return journey brought them through the Amador Valley.

Building a Community in 1835 and Beyond

It was not until 1835 when building began in the area. Jose Maria Amador had been paid in land for his years of service as a Mexican soldier and as administrator of Mission San Jose. He received a land grant of 16,517 acres in the Amador-Livermore Valley. He built many adobe homes and small buildings that were used as shops where his Native American workers made soap, blankets, shoes, farm tools, and other products for use on his ranch.

In 1850, Michael Murray and Jeremiah Fallon came to this area from Ireland. They purchased 1,000 acres of land from Jose Amador and built homes for their families. The area began to grow as many people settled in the area. In 1867, Alameda County was created from parts of Contra Costa and Santa Clara counties. Both Murray and Fallon served on the Alameda County Board of Supervisors.

By 1877, the first schoolhouse in the Amador-Livermore Valley was constructed in Dublin, along with a church, two hotels, Green's Store, a wagon and blacksmith shop, and a shoemaker's shop. The Murray Schoolhouse, Green's Store, St. Raymond's Church, and the old Pioneer Cemetery (where members of the Donner Party Expedition are buried) have been preserved and are now located on Donlon Way. Back then, mail was delivered to the Dougherty Station Hotel. Thus, the area became known as Dougherty's Station. Subsequently, the area later became known as Dublin and in 1982, the City was incorporated.

Modern Day

The Tri-Valley area is made up of five cities and towns – Dublin, Livermore, and Pleasanton, along with San Ramon and the Town of Danville located in nearby Contra Costa County. During the past 20 years, the Tri-Valley area has become a place of prosperity, a center for internationally acclaimed business parks, home to some of the world's largest corporations, as well as known for its outstanding schools and variety of housing options.

Over 40 years, Dublin has emerged as a dynamic, thoughtfully planned community. Home to a wide mix of quality housing and two pedestrian-oriented transit districts, Dublin is poised for continued prosperity. The community has continued to maintain its small-town character and has become increasingly diverse. Its strong business climate, new and high-performing schools, planned neighborhood developments, and award-winning parks and facilities, have contributed to a high quality of life for its residents and businesses.

Employment in Dublin

The number of jobs in Dublin are estimated at more than 36,000 with seven industry sectors accounting for the majority of employment. The leading industries in Dublin are:

Industry	%
Government	32%
Health Care and Social Assistance	11%
Other Services (except Public Administration)	9%
Accommodation and Food Services	9%
Retail Trade	8%
Construction	7%
Professional, Scientific, and Technical Services	5%

With more than 2,100 businesses, Dublin is positioned for a continued healthy job market. The retail market remains strong with more than 95 percent occupancy. Dublin had a net increase of more than 100 new businesses in 2025, with many new businesses on the horizon for 2026. The commercial and industrial markets also remain strong with occupancy rates at approximately 80 percent and 83 percent, respectively.

According to the State of California Employment Development Department Labor Market Information Division's Monthly Labor Force Data for Cities and Census Designated Places (CDP) preliminary report for March 2026, Dublin has a workforce of 35,900 people, and an unemployment rate of 4.1percent, which is lower than Alameda County's 4.3 percent unemployment rate. Eighty-six percent (86%) of the labor force are in white-collar jobs. The most common civilian employment sectors for Dublin residents (regardless of the location where they work) are listed in the table below:

Top Workforce Sectors	%
Computer/Mathematical	21%
Management	17%
Business/Financial Operations	10%
Office and Administrative Support	8%
Sales and Related	7%
Healthcare Practitioner/Technician	6%
Architecture/Engineering	5%

The jobs-housing balance in Dublin remains healthy at more than 1.3 jobs per household. Dublin's median household income in 2026 is $211,052, which remains similar to the Tri-Valley as a whole and higher than Alameda County ($129,367) and California overall ($99,122). A listing of top City employers may be found in the Appendix of the Budget document.

The Dublin Community

Schools

The Dublin community is served by the Dublin Unified School District (DUSD). DUSD has seven elementary schools, two middle schools, one TK though 8th grade school (with another one under construction), two traditional high schools and one continuation high school, one alternative learning center, as well as an adult education program.

In addition to the K-12 public school system, Dublin has several private schools, including Brave Christian (K-12), St. Raymond's School (K-8), St. Philip Lutheran (K-8), BASIS Independent, and Quarry Lane School (K-12). The region is served by the Chabot-Las Positas Community College District and more specifically by Las Positas College just minutes east from Dublin in Livermore.

Parks and Community Services

The City of Dublin is widely recognized for its exceptional parks, recreation facilities, and open space amenities that enhance the quality of life for residents of all ages. The City features 28 neighborhood and community parks and six facilities that support a diverse range of cultural, recreational, educational, and social opportunities for the community. Dublin also boasts a significant open space and trail system for those who walk, run, hike, and bike throughout the community.

Dublin's park system includes a broad variety of amenities designed to meet the evolving needs of the community, including playgrounds, sports fields and courts, picnic areas, skate parks, swimming pools, splash pads, bocce ball courts, trails, dog parks, and expansive turf areas for informal play and community gatherings. Community facilities further support the community by offering spaces for events, meetings, classes, camps and enrichment programs for youth, adults, and seniors. In 2026, the City looks forward to opening the new Dublin Arts Center, which will expand opportunities for arts, culture, and creative programming.

As Dublin continues to grow, the City remains committed to developing and enhancing parks and recreation amenities in alignment with community needs and priorities identified in the Parks and Recreation Master Plan. Major park and facility improvements in FY 2026-27 and 2027-28 include the design or construction of Poppy Meadow Park, Wild Wind Park, a linear park within the Dublin Centre Development, and playground replacements at Ted Fairfield, Emerald Glen, and Kolb Park.

In addition to City-owned facilities, residents benefit from access to several regional parks and open space areas operated by the East Bay Regional Park District. These regional amenities include the Dublin Hills Regional Preserve, Tassajara Creek Trail, and the Iron Horse Regional Trail, which provide additional opportunities for hiking, horseback riding, cycling, nature exploration, and regional outdoor recreation experiences.

Public Transportation

The Dublin community enjoys a variety of transportation options. Dublin has two BART stations that serve ridership in the Tri-Valley and commuters from the Central Valley. The City is served by the Livermore Amador Valley Transportation Authority (LAVTA) which provides *Wheels* bus transportation and connections to Bay Area Rapid Transit (BART), the Altamont Commuter Express (ACE) train, and to the Central Contra Costa Transportation Authority transportation lines.

Structure of Government

City Council – Five Members, Elected at-large

The City of Dublin is a general law city operating under a City Council-City Manager form of government. Historically, Councilmembers were elected at-large and served the entire community rather than by district. However, in 2024, the City Council began transitioning to district-based elections and currently two Councilmembers are elected at-large by the voters of Dublin, and two Councilmembers were elected in district elections. In November 2026, the City Council will finish the transition to district-based elections for Councilmembers, while maintaining an at-large Mayoral election. The four Councilmembers are elected to four-year staggered terms; the Mayor is elected to a two-year term. The City Council establishes local law and policies through the enactment of ordinances and resolutions. The City Council also determines how the City shall obtain and spend funds, adopts a two-year budget process and a Two-Year Strategic Plan. The Mayor recommends, and the City Council appoints, community members to serve on commissions, boards, and advisory committees and represents the City by serving on regional and county committees and boards whose policies may impact Dublin and the Tri-Valley area (e.g., Associated Bay Area Governments, League of California Cities, and Metropolitan Transportation Commission). The City Council appoints the City Manager and City Attorney positions. A City Council position is a part-time and salaried position.

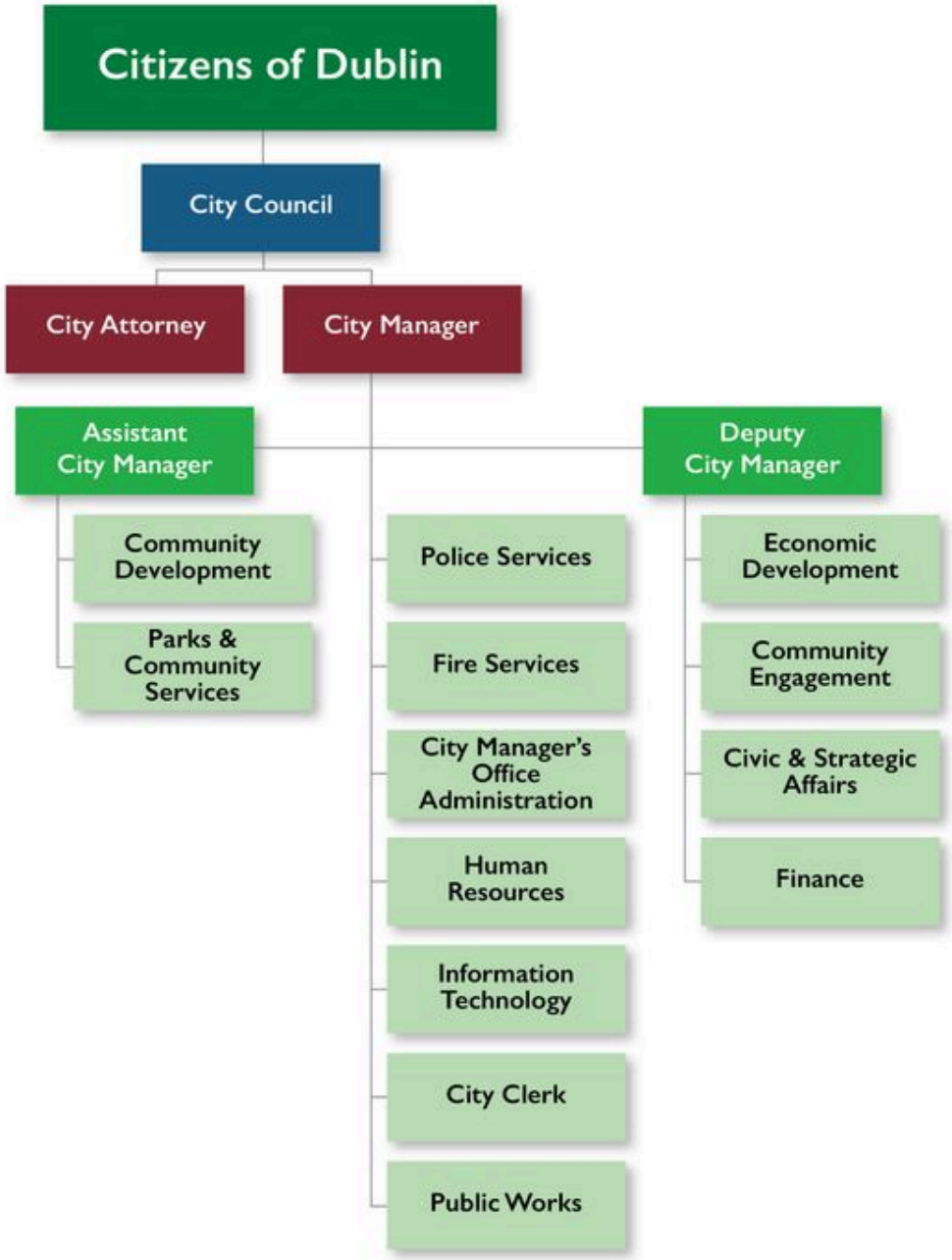
City Manager – Appointed by City Council

The City Manager is the Chief Executive Officer and is appointed by the City Council. The City Manager provides, in accordance with the City Council policies, overall administration and direction for the City organization and operations. In the event of an emergency, the position is designated to serve as the Director of Emergency Services. The City Manager position is a full-time, salaried position.

City Attorney – Appointed by City Council

The City Attorney serves as legal counsel for the City Council. This position is responsible for providing both formal and informal legal opinions, as well as advice to the City's officers, employees, boards, and commissions. The duties of this position also include the review and/or preparation of all contracts, bonds, deeds, leases, and other documents of legal significance. This is a contract position.

Organizational Chart
FY 2026–27 and 2027–28



Budget Accounting

In accordance with the Governmental Accounting Standards Board (GASB), the City's funds are grouped into three categories: governmental, proprietary, and fiduciary. Within each category, the funds are further classified into types such as general funds, special revenue funds, etc. Additionally, the funds are divided between major and non-major categories. For budgeting purposes, a major fund represents a fund or fund category that has revenues or expenditures that equals more than 10 percent of the City's entire appropriated budget.

In governmental accounting, agencies report different kinds of information for different fund types, according to what and how financial resources are measured. The "current financial resources" method measures an entity's ability to pay obligations in the near-term and focuses on cash and/or assets that are expected to be converted to cash within the accounting period, or shortly thereafter. The "economic resources" method measures all assets that are available to the entity, not only cash or soon to be cash.

Agencies also use different methods to recognize the timing of certain transactions. Under the "full accrual" accounting basis, all assets are considered available to the governmental unit for the purpose of providing goods and services. Therefore, transactions are recorded when the underlying action takes place, regardless of the actual cash flow timing. Under the "modified accrual" basis, income is recorded using the accrual basis, but expenditures are recorded when they actually occur.

The City of Dublin complies with the GASB requirements and thus budgets and accounts for transactions based on the following rules:

Fund Category	Measurement Focus	Accounting Basis
Governmental	Current financial resources	Modified accrual (60 days after year-end)
Proprietary	Economic resources	Full accrual
Fiduciary	Economic resources	Full accrual

Furthermore, the City's expenditure appropriations lapse at the fiscal year-end (June 30th) but may be carried over for specific purposes when approved by the City Manager. Encumbrances are considered expenditures in the year of the issuance of the purchase order. If the encumbrance is unused at year-end, it is re-appropriated the following fiscal year.

A two-year budget is presented to the City Council prior to the beginning of the budget cycle. The Operating Budget is adopted by the City Council on an annual basis. During mid-cycle, a review and update are prepared and presented to the City Council for the adoption of the second year's budget. The fiscal year begins on July 1 and ends June 30. Operating budgets are controlled at the department level and fund level. The City Council may amend the budget during the fiscal year.

The Capital Improvement Program (CIP) is adopted on a multi-year project basis, where funds for specific projects receive an annual appropriation and any unused appropriation may be re-appropriated the following year. The projects are budgeted and constructed in phases, to allow for future planning and budgeting. CIP project budgets are adopted and controlled at the project level and funding source level.

The Resolution to adopt the operating budget approved by the City Council may be found in the appendix of this document. Included in the Resolution are guidelines for how the budget may be amended without City Council action. To summarize, the City Manager may increase expense and revenue budgets for both operating budgets where there is a zero net impact on the fund, appropriate funds from Committed and Assigned fund balances that have been approved by the City Council for specific

purposes, appropriate Internal Service fund balances that have been set aside for facilities, vehicle, and equipment replacement purposes and transfer between capital improvement projects where the funding source is the same. All other budgetary changes after budget adoption are subject to approval by the City Council.

In addition to budget amendments that may occur during the fiscal year, the Finance Director prepares and presents a mid-year review of expenditures and revenues to the City Council. At that time, the Finance Director may recommend budget amendments to the City Council for their consideration.

Major Budget Categories

REVENUES

Taxes/Special Assessments – Revenue collected on property and sales, transient occupancy (hotel tax).

Franchise Fees – Fees paid by utility companies (i.e., cable, telephone, garbage) to operate within the City.

Licenses and Permits – Fees paid for building, planning and fire inspections and permits.

Fines and Forfeitures – The City's share of fines related to traffic, library, and alarms.

Intergovernmental – Includes grants from local, county, state, and federal governmental agencies.

Charges for Service – Specific police service fees, charges for recreational classes, day care, and library programs, as well as the General Fund administration fee charge to other funds.

Use of Money and Property – Includes revenue from land rental and interest income.

Other Financing Sources / Uses – Accounts for transfers to and from funds and proceeds of debt issuance.

Development Fees/Impact Fees – Fees which may be imposed on new construction to pay for improvements and facilities required to serve the new development and to reduce the impacts of new development on the community. For example, the development fees may pay fees for streets, parks, and schools, but may not be used for day-to-day operating expenses.

Other Revenues – Includes donations to a variety of City programs and other revenue that cannot be categorized in distinct revenue category.

Transfers In – Internal transfers from another fund.

EXPENDITURES

Salaries and Benefits – Employee salaries, health benefits, retirement benefits, insurance, and other miscellaneous benefits.

Service and Supplies – office supplies, program supplies, etc.

Utilities – Gas & electric, water & sewer, telephone charges.

Internal Service Fund Charges – Account for the financing of goods or services provided by one department or agency to other departments or agencies of the City on a cost reimbursement basis and replacement cost charges for equipment, vehicle, building etc.

Contracted Services – Costs associated with contracting agencies that provide services to the City (ex. Police and Fire), consulting and professional services.

Capital Outlay – Reserved for the purchase of land, vehicles, and large equipment.

Debt Service – Accounts for the principal and interest on loans, bonds, leases, and other credit issued to the City.

Transfers Out –Internal transfers to another fund.

Two-Year Budget Process and Timeline

Year 1 Cycle

Month	Description
January	Budget Kickoff and distribution of budget calendar.
January	1. Departments prepare position allocations for the upcoming fiscal year. 2. Departments input CIP project information into budget worksheets.
January - February	Departments input expenditure and revenue data into budget worksheets for the upcoming fiscal year for City Manager's review.
February	City Manager reviews preliminary budget.
March	Update City's strategic plan, seeks input for any additional initiatives for the upcoming fiscal year and sets the overall direction for the City.
April	Preliminary budget presented to City Council for feedback and direction.
April-May	City Commissions review draft CIP budget for conformance and provide recommendation for City Council consideration.
June	City Council adopts year one of the two-year operating budget and five-year Capital Improvement Program through separate resolutions.

Year 2 Cycle

Month	Description
December	Mid-year financial review and Budget Update Kickoff.
January – February	Finance provides updated projections for Year 2.
March	City Manager reviews preliminary budget update information.
April	Preliminary budget presented to City Council for feedback and direction.
May	City Council adopts the second-year update to the Budget and Capital Improvement Program.

Fund Definitions

The funding received by public agencies generally has restrictions on how it may be utilized. For example, Gas Tax Revenue must be spent on certain street-related improvements. In accordance with government auditing practices, agencies establish separate funds to demonstrate compliance with the variety of restrictions.

There are three categories of Funds used in governmental accounting, which are classified further into Major and Non-Major Funds:

- **Governmental Funds** – Account for activities which are primarily tax-supported operations or other mandatory payments and are virtually unique to government. Fund types are:
  - **General** – primary operating fund; accounts for all financial resources of the City except those required to be accounted for in another fund. Use of these funds is discretionary in accordance with City Council policies, and State and local laws.
  - **Capital Project** – accounts for the improvement, construction, or acquisition of fixed assets such as buildings, facilities, equipment, and roads.
  - **Debt Service** – accounts for principal and interest of long-term debts.
  - **Special Revenue** – accounts for the use of revenues that are legally restricted to expenditures for specific purposes.
  - **Permanent** – accounts for funds in which only interest earnings, and not principal amounts, are expendable. The City does not use this type of fund.
- **Proprietary Funds** – Account for activities that are primarily funded by income from operations resulting from voluntary payments for goods and services provided to users. Fund types are:
  - **Internal Service** – used for operations serving other funds or departments within the government on a cost-reimbursement basis.
  - **Enterprise** – Accounts for operations financed and operated similar to business activities, and services rendered to the general public on a fee basis. The City does not use this type of fund.
- **Fiduciary Funds** – Account for resources held by a governmental entity in a trustee or agency capacity for the benefit of others, and which cannot be used to support the governmental entity. Fund Types are:
  - **Agency** – accounts for assets held by the City in a custodial capacity and paid to other individuals or organizations (ex. assessment districts).
  - **Trust** – accounts for assets held by other parties (i.e., Pension or Retiree Health Trust).
- **Major Funds vs. Non-Major Funds** – The General Fund is always a major fund. Other major funds have total assets, liabilities, revenues, or expenditures/expenses that are: 1) 10% or more of the corresponding element, excluding extraordinary items, for all funds of that type; and 2) at least 5% of the corresponding element total for all governmental and enterprise funds combined. All other funds are classified as non-major unless the City deems a certain fund of interest or important to financial statements.

City of Dublin Major Funds

Governmental Funds

1. **General Funds**
    a. General Fund (1000) – This is the City's primary operating fund.
2. **Capital Project Funds** – The City's Capital Projects are divided into eight fund categories as listed below. Impact Fee Capital Project Funds account strictly for impact fees received from developers that can only be used for specific activities within the City.
    a. **General Improvements Capital Projects (3300)**
    b. **Parks Capital Projects (3500)**
    c. **Streets Capital Projects (3600)**
    d. **Public Art Projects (3700)**
    e. **Public Facilities Impact Fees (4100) – only for new parks and facilities**
    f. **Fire Impact Fees (4201) – only for fire capital expansion projects**
    g. **Traffic Impact Fee Funds (4300) – only for street and highway projects**
    h. **Dublin Crossing Funds (4400)**
3. **Special Revenue Funds**
    a. **Affordable Housing Fund (2901)** – Accounts for in-lieu fees received from developers of properties, which can only be used for the design, development, and construction of citywide affordable housing projects and/or support of affordable housing programs.

City of Dublin Non-Major Funds

Governmental Funds

1. **Special Revenue Funds**
    a. **ACTC Vehicle Registration Fee Fund (2212)** – Accounts for an Alameda County Transportation Commission (ACTC) voter approved increase in vehicle registration fees that is distributed by ACTC and designated to be used for street and road system maintenance.
    b. **American Rescue Plan Act (ARPA) Fund (2907)** – Accounts for federal funding to provide critical pandemic response and recovery programs.
    c. **Box Culvert Maintenance Fund (2322)** – Accounts for the funds designated for the maintenance and repairs of box culvert in East Dublin.
    d. **Building Homes and Jobs Act (2911**) – Accounts for funding from California Department of Housing and Community Development (HCD) to increase affordable housing stock in California.
    e. **Community Facilities District No. 2017-1 (2710)** – Accounts for revenues and expenditures of Dublin Community Facilities District 2017-1 for maintenance services, located in the Dublin Crossing development.
    f. **Cable TV Facilities Fund (2811)** – Accounts for Cable TV Facilities fees collected from Cable Television providers and passed through to the City for local cable television, as allowed under State and Federal franchising laws.
    g. **Community Development Block Grant (CDBG) Fund (2903)** – Accounts for grants and expenditures related to the Federal Community Development Block Grants received.
    h. **Emergency Medical Services (EMS) Special Revenue Fund (2109)** – Accounts for Supplemental Paramedic Special Assessment and First Responder Advanced Life Support (FRALS) reimbursements from the Alameda County to fund the costs of providing emergency medical services.
    i. **Enforcement Grants (2111)** – Accounts for miscellaneous grants received for police expenditures not reported in other funds.
    j. **Federal Asset Seizure Fund (2107)** – Accounts for the receipts and expenditures of the Federal asset seizure funds.
    k. **Federal COVID-19 Financial Assistance (2906)** – Accounts for emergency funding from the federal awarding agencies with options for administrative relief to be used at the discretion of the federal awarding agency in response to the COVID-19 pandemic.
    l. **Garbage Service Fund (2303)** – Accounts for the use of funds received which are levied by the County on behalf of the City for residential garbage and recycling services.
    m. **Landscape Districts Funds** – Accounts for revenue and related expenditure of landscape districts within the City:
        - Stagecoach 1983-2 Fund (2702)
        - Dougherty Road 1986-1 Fund (2703)
        - Santa Rita Road 1997-1 Fund (2704)
    n. **Local Recycling Programs Fund (2304)** – Accounts for locally derived funds collected for a commercial organic and recycling program, and retained by the City at the end of the franchise held by Waste Management Inc. These funds are independent of the funds distributed by StopWaste.org pursuant to the Alameda County Recycling Measure.
    o. **Measure B - Bike and Pedestrian (2205)** – Accounts for an Alameda County Transportation Commission (ACTC) voter approved increase in sales tax use for bike and pedestrian related projects.
    p. **Measure B Grants (2216)** – Accounts for Alameda County Transportation Commission (ACTC) discretionary funding from 2014 voter approved increase in sales tax used for improvements on streets and roads.
    q. **Measure B - Local Streets (2204)** – Accounts for an Alameda County Transportation Commission (ACTC) voter approved sales tax used for improvements made to streets and roads.
    r. **Measure BB** - **Bike and Pedestrian (2215)** – Accounts for a direct distribution of an Alameda County Transportation Commission (ACTC) 2014 voter-approved increase in sales tax used for improvements on bike and pedestrian projects.
    s. **Measure BB - Grants (2217)** – Accounts for Alameda County Transportation Commission (ACTC) discretionary funding (versus direct funding) from 2014 voter-approved increase in sales tax used for improvements on bike and pedestrian projects.

t. **Measure BB – Local Street (2214)** – Accounts for a direct distribution of an Alameda County 2014 voter-approved increase in sales tax used for improvements on streets and roads.
u. **Measure D Recycling Fund (2302)** – Accounts for the use of funds received from the Alameda County Waste Management Authority (Stopwaste.org) pursuant to a voter approved charter amendment and is provided for recycling and related activities. This fund also accounts for other locally derived funds for recycling related activities.
v. **Measure RR – Safe Routes to BART (2218)** – Accounts for a grant program sponsored by BART using voter-approved Measure RR capital funds. SR2B is designed to help local agencies improve access for BART customers traveling to BART stations by walking and biking.
w. **Noise Mitigation Fund (2902**) – Accounts for the fees received from developers of residential properties, which can only be used for noise mitigation measures.
x. **Public Art Fund (2801)** – Accounts for the fees received from developers of properties, which can only be used for the purchase of design, development, and construction of Public Art projects within the City of Dublin.
y. **Road Maintenance & Rehabilitation Account (2220)** – Accounts for Senate Bill 1 that increases gasoline and diesel taxes and vehicle registration fees to fund for basic road maintenance, rehabilitation, and critical safety projects on local streets and roads.
z. **SLES/COPS Fund – CA (2103)** – Supplemental Law Enforcement Services / Citizens' Option for Public Safety: Accounts for police expenditures funded by a State grant.
aa. **Small Business Fund (2601)** – Accounts for the economic benefit payments from Amador Valley Industries to support the operations of the City's Small Business Assistance Program.
ab. **State Grant - Park (2403)** – Accounts for Local Assistance Grant funding from the State for park constructions.
ac. **State Gas Tax Fund (2201)** – Accounts for the receipt of state gasoline taxes and expenditures.
ad. **State Seizure/Special Criminal Activity Fund (2101)** – Accounts for receipt of funds derived from non-federal asset forfeitures.
ae. **Street Light Assessment Districts Funds** – Account for revenue and related expenditures of lighting districts. The City has established the following district funds:
    - Street Light Assessment District 1983-1 Fund (2701)
    - Street Light District East Dublin 1999-1 Fund (2705)
af. **Storm Water Management Funds** – Accounts for the funds received from the State, which are designated specifically for the use of storm water related activities. These include:
    - Storm Water Management Fund (2321)
    - Dublin/Dougherty Storm Water Management Fund (2323)
    - Village Parkway Storm Water Management Water (2324)
ag. **Traffic Safety Fund (2106)** – Accounts for the receipt of traffic fines and traffic safety expenditures.
ah. **Transportation Development Act (2203)** – Accounts for revenues received from the Metropolitan Transportation Commission for pedestrian and bicycle projects.
ai. **Transportation for Clean Air (2207)** – Accounts for local fund revenue received from the Bay Area Air Quality Management District, via the Alameda County Transportation Commission, for projects that result in reduction of motor vehicle emissions.
aj. **Vehicle Abatement Fund (2102)** – Accounts for the use of funds received from vehicle registration of Dublin residents for the towing of abandoned vehicles in city limits.
ak. **Federal Grants - General (2920)** – Accounts for the revenues and related expenditures of federal grants.
al. **State Grants - General (2921)** – Accounts for the revenues and related expenditures of state grants.
am. **TVTC Grants (2922)** – Accounts for revenue and related expenditures of Tri-Valley Transportation Commission (TVTC) grants.
an. **County Grants – General (2923)** – Accounts for revenue and related expenditures of County grants.
ao. **VFR(ACTC) Grants (2924)** – Accounts for Alameda County Transportation Commission (ACTC) discretionary funding (versus direct funding) from 2010 voter-approved increase in vehicle registration fee for street road system maintenance.
ap. **Donation (2930)** – Accounts for the receipt and expenditure of contributions from private donors and organizations for restricted purposes.

2. Capital Project Fund

a. **Energy Improvement Lease Revenue Bond Fund (7102)** – Accounts for the funds received from the City's Lease Revenue Bond for Energy Improvements and expenditures

3. **Proprietary Funds (Internal Service Funds)**
   a. **Equipment Replacement (6305)** – Finances necessary equipment replacement such as computers and network infrastructure, solar equipment, and telephone systems.
   b. **Facilities Replacement Fund (6205)** – Finances future major building components such as Heating Ventilation Air Conditioning (HVAC), major electrical system components, and parks related replacements for all City-owned facilities.
   c. **Information Technology Fund (6605)** – Accounts for all Information Technology costs, including staffing.
   d. **Vehicle Replacement Fund (6105)** – Finances necessary vehicle replacements, primarily fire apparatus and police vehicles.
   e. **Retiree Health Fund (6901)** – Accounts for contributions made to the California Employers' Retiree Benefit Trust Fund (CERBT) for future retiree health care benefits.
   f. **Workers' Compensation Fund (6902)** – Accounts for the administration and allocation of workplace injury claims for the City's self-insured workers' compensation program.
4. **Fiduciary Funds**
   a. **Agency Funds**
      i. **Geologic Hazard Abatement District (GHAD)** – The California Public Resource Code, Section 25670 provides for the establishment of a GHAD as an independent, state-level public agency that oversees geologic hazard prevention, mitigation, abatement, and control. GHADs operate with a focus on the prevention of geologic hazards, with mitigation and abatement also being primary functions. A "geologic hazard" is broadly defined as an actual or threatened landslide, land subsidence, soil erosion, earthquake, fault movement or any other natural or unnatural movement of land or earth. Three GHADs have been established in the City of Dublin, with the City acting as trustee of GHAD funds collected and used to contractually provide or arrange for services. The City Council serves as the Board of Directors for the following GHADs:
         - Fallon Village GHAD (Funds 5301 & 5311)
         - Schaefer Ranch GHAD (Fund 5302)
         - Fallon Crossings GHAD (Fund 5321)
      ii. **Community Facilities District No. 2015-1 (5102)** – Accounts for special tax levy, expenditures, and bond proceeds of Dublin Community Facilities District 2015-1, located in the Dublin Crossing development.
      iii. **CFD East Ranch (5103)** – Accounts for bond issuances to finance the maintenance of and construction of public improvements within the East Ranch development project within secured by the collection of Special Taxes on real property within the CFD.
      iv. **CFD Dublin Boulevard Extension (5104)** – Accounts for developing a facilities CFD to cover City mitigation costs which the City is advancing as part of the Dublin Boulevard Extension project.
      v. **CFD Dublin Center (5105)** – Accounts for developing a facilities CFD to finance the maintenance of and construction of public improvements within the Dublin Center project.

Related Funds Held by Other Agencies

1. **Trust Funds**
   a. **California Employers' Retiree Benefit Trust Fund (CERBT) Trust Fund (5171**) – assets held in trust by CalPERS and used to pay retiree health obligations. Per Generally Accepted Accounting Principles (GASB 45), an agency only reports a trust fund in its financial statements if it has some managerial responsibility over the funds (i.e., investment responsibility). Therefore, the City does not show the CERBT Fund in its annual financial report. It is included in this document for informational purposes only.

Overview of Revenue

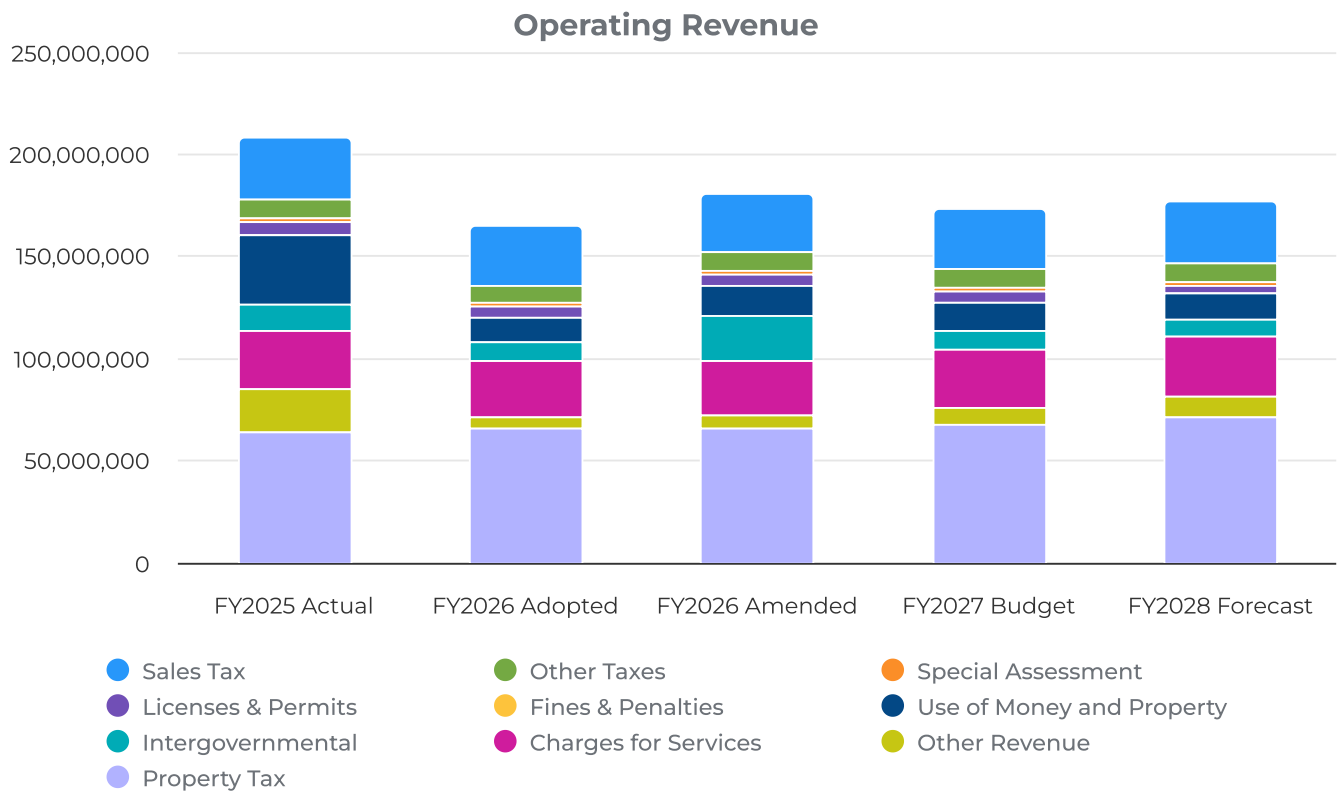
Fiscal Years 2026-27 and 2027-28 Revenues, Governmental and Proprietary Funds

	FY2025Actual	FY2026 Adopted	FY2026 Amended	FY2027 Budget	FY2028 Forecast
Governmental Funds					
Property Taxes	$63,841,724	$66,105,654	$66,105,654	$67,560,979	$71,077,170
Sales Taxes	$30,761,823	$29,002,407	$29,002,407	$29,686,043	$30,524,734
Other Taxes	$8,856,335	$8,762,250	$8,762,250	$8,944,795	$9,130,775
Special Assessments	$1,685,235	$1,754,412	$1,754,412	$1,754,412	$1,754,412
Licenses & Permits	$6,196,771	$5,585,618	$5,585,618	$5,630,846	$4,180,620
Fines & Penalties	$140,127	$167,400	$167,400	$167,400	$167,400
Use Of Money & Property	$32,797,854	$11,420,176	$14,336,198	$12,980,993	$11,721,093
Intergovernmental	$13,253,062	$9,074,791	$22,316,973	$8,539,935	$8,199,037
Charges For Services	$22,399,773	$21,689,524	$20,771,742	$22,009,549	$22,517,521
Other Revenue	$20,339,163	$3,581,396	$4,462,545	$7,140,016	$8,633,205
Total Governmental Funds	**$200,271,868**	**$157,143,628**	**$173,265,199**	**$164,414,968**	**$167,905,968**
Internal Service Funds					
Use Of Money & Property	$1,133,645	$440,000	$440,000	$750,000	$750,000
Internal Service Charges	$5,594,162	$6,009,936	$6,009,936	$6,573,932	$7,164,830
Other Revenue	$1,187,914	$1,234,695	$1,334,695	$1,341,430	$1,407,000
Total Proprietary Funds	**$7,915,721**	**$7,684,631**	**$7,784,631**	**$8,665,362**	**$9,321,830**
Grand Total (1)	**$208,187,589**	**$164,828,259**	**$181,049,830**	**$173,080,330**	**$177,227,798**

(1) Excludes Transfers In and Fiduciary Funds.

Attachment #2

Operating Revenue



Overview of Expenditures

FY 2026-27 and 2027-28 Expenditures, Governmental and Proprietary Funds

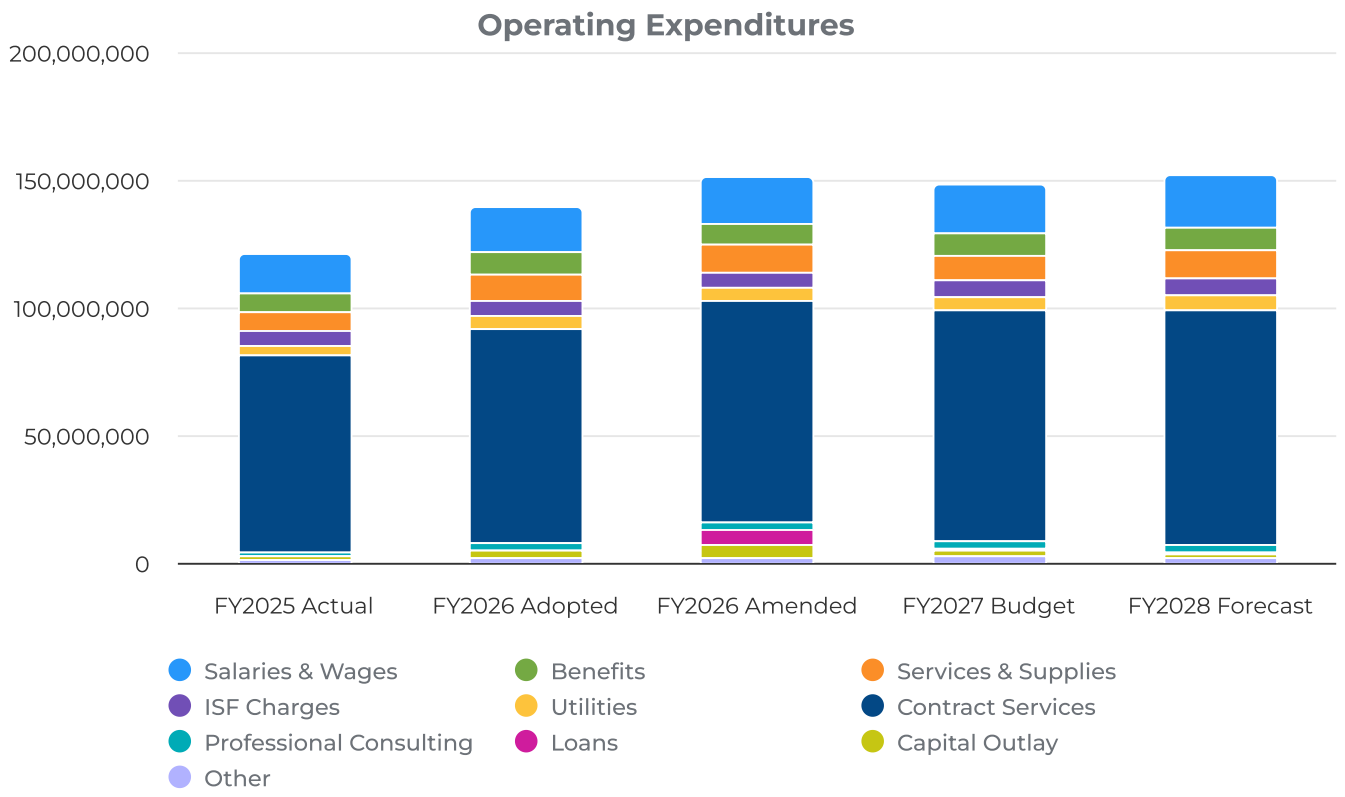
	FY2025 Actual	FY2026 Adopted	FY2026 Amended	FY2027 Budget	FY2028 Forecast
Governmental Funds					
Salaries & Wages	$14,444,336	$17,224,205	$17,147,984	$17,836,551	$18,804,732
Benefits	$5,681,037	$6,830,447	$6,822,976	$7,465,254	$7,896,241
Services & Supplies	$6,522,454	$8,321,389	$8,681,710	$7,632,994	$7,836,005
Internal Service Fund Charges	$5,556,449	$5,968,454	$5,968,454	$6,528,301	$7,114,633
Utilities	$3,669,384	$4,842,171	$4,842,171	$4,961,985	$5,228,885
Contracted Services	$76,764,608	$83,702,215	$86,022,303	$90,188,164	$91,719,696
Professional Consulting	$1,877,613	$2,587,353	$3,095,506	$2,693,437	$2,629,512
Loans	$0	$320,000	$5,980,322	$800,000	$800,000
Capital Outlay	$445,176	$388,416	$1,548,215	$302,956	$309,929
Other	$1,348,141	$1,665,250	$1,840,250	$2,266,270	$1,701,102
Total Governmental Funds	**$116,309,198**	**$131,849,900**	**$141,949,890**	**$140,675,912**	**$144,040,735**
Proprietary Funds					
Salaries & Wages	$956,099	$1,016,529	$1,016,529	$1,055,570	$1,091,762
Benefits	$1,313,526	$1,510,216	$1,560,216	$1,558,770	$1,636,411
Services & Supplies	$1,097,978	$2,015,564	$2,381,207	$2,278,389	$2,541,406
Internal Service Fund Charges	$37,713	$41,484	$41,484	$45,632	$50,196
Utilities	$148,485	$137,225	$137,225	$161,105	$168,215
Contracted Services	$298,507	$388,800	$447,598	$387,500	$415,000
Capital Outlay	$614,948	$2,651,375	$3,504,587	$2,138,991	$1,550,700
Other	$20,071				
Total Proprietary Funds (3)	**$4,487,326**	**$7,761,193**	**$9,088,846**	**$7,625,957**	**$7,453,690**
Total Operating Programs	**$120,796,523**	**$139,611,093**	**$151,038,737**	**$148,301,869**	**$151,494,425**
Capital Improvement Program					
General	$5,792,403	$5,702,000	$36,386,043	$500,000	
Public Art	$44,277	$300,000	$2,082,289	$250,000	
Parks	$12,433,966	$6,050,941	$16,331,665	$900,000	$500,000
Streets	$14,686,001	$20,287,000	$96,852,359	$9,942,000	$11,792,000
Total Capital Improvement Programs (1)	**$32,956,647**	**$32,339,941**	**$151,652,356**	**$11,592,000**	**$12,292,000**
Grand Total (2)	**$153,753,170**	**$171,951,034**	**$302,691,093**	**$159,893,869**	**$163,786,425**

(1)Excludes Developer Built and other/outside funding sources

(2)Excludes Fiduciary Funds and Transfers Out

(3)Excludes Depreciation Expenditures and Transfers out

Operating Expenditures



Summary by Fund Type

	Governmental	Properietary
FY 2025-26		
Beginning Balance	$440,617,971	$70,849,372
Revenues/Transfers In	$325,053,570	$9,784,631
Expenditures/Transfers Out	$430,207,943	$25,688,083
Ending Balance	**$335,463,598**	**$54,945,920**
FY 2026-27		
Beginning Balance	$335,463,598	$54,945,920
Revenues/Transfers In	$176,145,703	$10,665,362
Expenditures/Transfers Out	$165,409,912	$8,125,957
Ending Balance	**$346,199,388**	**$57,485,325**
FY 2027-28		
Beginning Balance	$346,199,388	$57,485,325
Revenues/Transfers In	$180,339,478	$11,321,830
Expenditures/Transfers Out	$170,174,735	$7,953,690
Ending Balance	**$356,364,131**	**$60,853,466**

Attachment #2

Overview of Fund Balances Fiscal Year 2025-26 Amended Budget

Overview Of Fund Balances Fiscal Year 2025-26 Amended Budget

Title	Beginning Fund Balance	Revenue	Transfer In	Expenditures	Transfer Out	End Fund Balance
General Fund	**$325,474,798**	$135,813,093	$136,015	$118,199,289	$71,064,979	**$272,159,639**
State Seizure/Special Activity Fund	**$571,849**	$3,000	$0	$445,498	$0	**$129,351**
Vehicle Abatement	**$450,971**	$41,000	$0	$50,000	$0	**$441,971**
SLES/COPS Fund - CA	**$518,805**	$6,500	$0	$0	$0	**$525,305**
Traffic Safety	**$152,745**	$100,050	$0	$140,871	$0	**$111,924**
EMS Special Revenue	**$186,265**	$223,000	$0	$287,600	$0	**$121,665**
Enforcement Grants	**$182,791**	$536,369	$0	$229,488	$0	**$489,672**
State Gas Tax	**$3,346,436**	$2,198,146	$0	$1,286,286	$2,433,881	**$1,824,415**
Transportation Development Act	**$25,638**	$0	$0	$0	$286,445	**($260,807)**
Measure B Sales Tax-Local Streets	**$0**	$10,000	$0	$0	$28,091	**($18,091)**
Measure B Sales Tax-Bike & Ped	**$1,015**	$4,000	$0	$0	$0	**$5,015**
TFAC/Transportation for Clean Air	**($8,293)**	$0	$0	$0	$200,936	**($209,229)**
ACTC - Vehicle Registration Fee	**$243,568**	$278,224	$0	$200,000	$610,706	**($288,914)**
Measure BB Sales Tax - Local Streets Fund (ACTC)	**$2,963,660**	$1,357,847	$0	$0	$2,959,642	**$1,361,865**
Measure BB Sales Tax - Bike & Pedestrian Fund (ACTC)	**$169,943**	$472,215	$0	$0	$310,463	**$331,695**
Measure B Grants	**$204,683**	$0	$0	$0	$0	**$204,683**
Measure BB Grants	**($74,959)**	$0	$0	$0	$1,925,000	**($1,999,959)**
Measure RR - Safe Routes to BART	**($75,000)**	$0	$0	$0	$0	**($75,000)**
Road Maint & Rehab Account (RMRA)	**$2,285,045**	$2,061,576	$0	$0	$3,403,826	**$942,796**
Measure D	**$174,717**	$220,000	$0	$220,128	$0	**$174,589**
Garbage Service Fund	**$376,771**	$9,113,138	$0	$9,113,138	$0	**$376,771**
Local Recycling Programs	**$313,135**	$152,024	$0	$53,204	$107,684	**$304,271**
Storm Water Management	**$230,240**	$3,750	$0	$13,600	$0	**$220,390**
Box Culvert	**$433,884**	$8,000	$0	$0	$0	**$441,884**
State Grant - Park	**($2,294,000)**	$0	$0	$0	$0	**($2,294,000)**
Small Business Assistance	**$522,685**	$100,000	$0	$100,000	$0	**$522,685**
Street Light District Funds	**$1,479,722**	$712,218	$0	$1,137,591	$171,618	**$882,730**
Landscape District Funds	**$2,555,965**	$769,894	$0	$962,524	$458,113	**$1,905,222**
CFD 2017-1	**$682,578**	$124,800	$0	$67,001	$0	**$740,377**
Public Art Fund	**$3,564,677**	$70,000	$0	$80,250	$2,082,289	**$1,472,138**
Cable TV Facilities	**$699,590**	$130,000	$0	$52,813	$300,000	**$476,777**
Affordable Housing Fund (1)	**$42,563,090**	$322,664	$0	$6,574,598	$0	**$36,311,156**
Noise Mitigation Fund	**$33,215**	$835	$0	$0	$0	**$34,050**
Community Development Block Grant	**$10,289**	$943,094	$0	$943,094	$0	**$10,289**
Federal COVID-19 Financial Assistance	**$10,081**	$0	$0	$0	$0	**$10,081**
American Rescue Plan Act (ARPA)	**$0**	$874,540	$0	$1,407,875	$0	**($533,335)**
Building Homes and Jobs Act	**($13,410)**	$0	$0	$0	$0	**($13,410)**
Federal Grant - General	**$0**	$0	$0	$0	$127,230	**($127,230)**
State Grant - General	**$265,766**	$0		$0	$1,314,438	**($1,048,672)**

TVTC Grants	**$409,156**	$12,200,000		$0	$14,059,156	**($1,450,000)**
County Grants - General	**$0**	$0		$0	$400,000	**($400,000)**
VRF(ACTC) Grants	**$0**	$2,657,000		$0	$2,657,000	**$0**
Capital Improvement Project Funds	**$0**	$0	$151,652,356	$151,652,356	$0	**$0**
Public Facility Fees	**$4,886,050**	$1,124,443	$0	$0	$9,341,223	**($3,330,729)**
Fire Impact Fees	**$268,243**	$27,712	$0	$225,000	$0	**$70,955**
Traffic Impact Fees	**$32,933,327**	$406,066	$0	$60,042	$21,388,883	**$11,890,468**
Dublin Crossing Fund	**$12,643,593**	$200,000	$0	$100,000	$0	**$12,743,593**
ISF - Vehicles (2)	**$7,034,200**	$822,050	$0	$2,507,720	$0	**$5,348,530**
ISF - Facilities (2)	**$48,028,006**	$692,545	$2,000,000	$75,000	$14,045,976	**$36,599,575**
ISF - Equipment (2)	**$11,274,568**	$1,135,218	$0	$955,180	$1,035,426	**$10,419,180**
ISF - IT Fund (2)	**$4,108,557**	$3,800,123	$0	$4,216,251	$1,517,836	**$2,174,594**
ISF - Retiree Health	**$404,041**	$1,234,695	$0	$1,234,695	$0	**$404,041**
Workers' Compensation	**$0**	$100,000	$0	$100,000	$0	**$0**
Energy Improv Lease - Bond	**$1,248,648**	$0	$0	$0	$974,094	**$274,554**

Grand Total (3)	**$511,467,343**	**$181,049,830**	**$153,788,371**	**$302,691,093**	**$153,204,934**	**$390,409,518**

(1) Beginning Fund Balance includes $22,551,905 in outstanding loans.

(2) Beginning Fund Balance includes $37,813,597 as Net Investment in Capital Assets. ISF - Vehicles = $3,615,482 , ISF - Facilities = $31,226,491, ISF - Equipment = $1,875,568 and ISF - IT Fund = $1,096,056

(3) Excludes Fiduciary Funds.

Attachment #2

Overview of Fund Balances Fiscal Year 2026-27

Overview Of Fund Balances Fiscal Year 2026-27

Title	Beginning Fund Balance	Revenue	Transfer In	Expenditures	Transfer Out	End Fund Balance
General Fund	**$272,159,639**	$135,956,679	$138,735	$124,826,213	$6,500,000	**$276,928,839**
State Seizure/Special Activity Fund	**$129,351**	$7,500	$0	$0	$0	**$136,851**
Vehicle Abatement	**$441,971**	$41,500	$0	$0	$50,000	**$433,471**
SLES/COPS Fund - CA	**$525,305**	$8,000	$0	$0	$0	**$533,305**
Traffic Safety	**$111,924**	$101,000	$0	$98,500	$0	**$114,424**
EMS Special Revenue	**$121,665**	$223,000	$0	$296,320	$0	**$48,345**
Enforcement Grants	**$489,672**	$331,681	$0	$0	$0	**$821,353**
State Gas Tax	**$1,824,415**	$2,249,910	$0	$1,288,909	$1,350,000	**$1,435,415**
Transportation Development Act	**($260,807)**	$0	$0	$0	$0	**($260,807)**
Measure B Sales Tax-Local Streets	**($18,091)**	$0	$0	$0	$0	**($18,091)**
Measure B Sales Tax-Bike & Ped	**$5,015**	$0	$0	$0	$0	**$5,015**
TFAC/Transportation for Clean Air	**($209,229)**	$0	$0	$0	$0	**($209,229)**
ACTC - Vehicle Registration Fee	**($288,914)**	$278,224	$0	$251,000	$0	**($261,690)**
Measure BB Sales Tax - Local Streets Fund (ACTC)	**$1,361,865**	$1,385,847	$0	$0	$2,700,000	**$47,712**
Measure BB Sales Tax - Bike & Pedestrian Fund (ACTC)	**$331,695**	$472,215	$0	$0	$250,000	**$553,910**
Measure B Grants	**$204,683**	$2,500	$0	$0	$0	**$207,183**
Measure BB Grants	**($1,999,959)**	$0	$0	$0	$0	**($1,999,959)**
Measure RR - Safe Routes to BART	**($75,000)**	$0	$0	$0	$0	**($75,000)**
Road Maint & Rehab Account (RMRA)	**$942,796**	$2,051,576	$0	$0	$2,000,000	**$994,372**
Measure D	**$174,589**	$220,000	$0	$245,700	$0	**$148,889**
Garbage Service Fund	**$376,771**	$9,074,000	$0	$9,075,000	$0	**$375,771**
Local Recycling Programs	**$304,271**	$162,544	$0	$43,500	$0	**$423,315**
Storm Water Management	**$220,390**	$3,750	$0	$14,000	$0	**$210,140**
Box Culvert	**$441,884**	$10,000	$0	$0	$0	**$451,884**
State Grant - Park	**($2,294,000)**	$0	$0	$0	$0	**($2,294,000)**
Small Business Assistance	**$522,685**	$110,000	$0	$100,000	$0	**$532,685**
Street Light District Funds	**$882,730**	$727,218	$0	$907,994	$42,000	**$659,954**
Landscape District Funds	**$1,905,222**	$779,894	$0	$666,392	$0	**$2,018,724**
CFD 2017-1	**$740,377**	$127,300	$0	$96,651	$0	**$771,026**
Public Art Fund	**$1,472,138**	$100,000	$0	$80,250	$250,000	**$1,241,888**
Cable TV Facilities	**$476,777**	$135,000	$0	$155,645	$0	**$456,132**
Affordable Housing Fund (1)	**$36,311,156**	$634,069	$0	$1,351,838	$0	**$35,593,387**
Noise Mitigation Fund	**$34,050**	$835	$0	$0	$0	**$34,885**
Community Development Block Grant	**$10,289**	$18,000	$0	$18,000	$0	**$10,289**
Federal COVID-19 Financial Assistance	**$10,081**	$0	$0	$0	$0	**$10,081**
American Rescue Plan Act (ARPA)	**($533,335)**	$350,000	$0	$350,000	$0	**($533,335)**
Building Homes and Jobs Act	**($13,410)**	$0	$0	$0	$0	**($13,410)**
Federal Grant - General	**($127,230)**	$0	$0	$0	$0	**($127,230)**
State Grant - General	**($1,048,672)**	$0	$0	$0	$0	**($1,048,672)**
TVTC Grants	**($1,450,000)**	$0	$0	$0	$0	**($1,450,000)**
County Grants - General	**($400,000)**	$0	$0	$0	$0	**($400,000)**
VRF(ACTC) Grants	**$0**	$2,657,000	$0	$0	$0	**$2,657,000**

Capital Improvement Project Funds	**$0**	$0	$11,592,000	$11,592,000	$0	**$0**
Public Facility Fees	**($3,330,729)**	$3,396,271	$0	$0	$0	**$65,542**
Fire Impact Fees	**$70,955**	$61,815	$0	$60,000	$0	**$72,770**
Traffic Impact Fees	**$11,890,468**	$2,387,640	$0	$650,000	$0	**$13,628,108**
Dublin Crossing Fund	**$12,743,593**	$350,000	$0	$100,000	$0	**$12,993,593**
ISF - Vehicles (2)	**$5,348,530**	$899,254	$0	$1,958,500	$0	**$4,289,284**
ISF - Facilities (2)	**$36,599,575**	$869,800	$2,000,000	$0	$500,000	**$38,969,375**
ISF - Equipment (2)	**$10,419,180**	$1,309,342	$0	$180,491	$0	**$11,548,031**
ISF - IT Fund (2)	**$2,174,594**	$4,245,536	$0	$4,145,536	$0	**$2,274,594**
ISF - Retiree Health	**$404,041**	$1,296,430	$0	$1,296,430	$0	**$404,041**
ISF - Workers' Compensation	**$0**	$45,000	$0	$45,000	$0	**$0**
Energy Improv Lease - Bond	**$274,554**	$0	$0	$0	$0	**$274,554**
Grand Total (3)	**$390,409,518**	**$173,080,330**	**$13,730,735**	**$159,893,869**	**$13,642,000**	**$403,684,714**

(1) Beginning Fund Balance includes $22,551,905 in outstanding loans.

(2) Beginning Fund Balance includes $37,813,597 as Net Investment in Capital Assets. ISF - Vehicles = $3,615,482 , ISF - Facilities = $31,226,491, ISF - Equipment = $1,875,568 and ISF - IT Fund = $1,096,056

(3) Excludes Fiduciary Funds.

(continued from above)

Attachment #2

Overview of Fund Balances Fiscal Year 2027-28

Overview Of Fund Balances Fiscal Year 2027-28

Title	Beginning Fund Balance	Revenue	Transfer In	Expenditures	Transfer Out	End Fund Balance
General Fund	**$276,928,839**	$138,112,015	$141,510	$128,802,937	$8,350,000	**$278,029,427**
State Seizure/Special Activity Fund	**$136,851**	$7,500	$0	$0	$0	**$144,351**
Vehicle Abatement	**$433,471**	$41,500	$0	$0	$50,000	**$424,971**
SLES/COPS Fund - CA	**$533,305**	$8,000	$0	$0	$0	**$541,305**
Traffic Safety	**$114,424**	$101,000	$0	$100,500	$0	**$114,924**
EMS Special Revenue	**$48,345**	$223,000	$0	$300,636	$0	**($29,291)**
Enforcement Grants	**$821,353**	$331,681	$0	$0	$0	**$1,153,034**
State Gas Tax	**$1,435,415**	$2,257,512	$0	$1,327,712	$650,000	**$1,715,216**
Transportation Development Act	**($260,807)**	$0	$0	$0	$0	**($260,807)**
Measure B Sales Tax-Local Streets	**($18,091)**	$0	$0	$0	$0	**($18,091)**
Measure B Sales Tax-Bike & Ped	**$5,015**	$0	$0	$0	$0	**$5,015**
TFAC/Transportation for Clean Air	**($209,229)**	$0	$0	$0	$0	**($209,229)**
ACTC - Vehicle Registration Fee	**($261,690)**	$278,224	$0	$259,000	$0	**($242,465)**
Measure BB Sales Tax - Local Streets Fund (ACTC)	**$47,712**	$1,385,847	$0	$0	$750,000	**$683,559**
Measure BB Sales Tax - Bike & Pedestrian Fund (ACTC)	**$553,910**	$472,215	$0	$0	$300,000	**$726,125**
Measure B Grants	**$207,183**	$2,500	$0	$0	$0	**$209,683**
Measure BB Grants	**($1,999,959)**	$0	$0	$0	$1,215,000	**($3,214,959)**
Measure RR - Safe Routes to BART	**($75,000)**	$0	$0	$0	$0	**($75,000)**
Road Maint & Rehab Account (RMRA)	**$994,372**	$2,051,576	$0	$0	$2,200,000	**$845,948**
Measure D	**$148,889**	$220,000	$0	$254,200	$0	**$114,689**
Garbage Service Fund	**$375,771**	$9,345,500	$0	$9,348,000	$0	**$373,271**
Local Recycling Programs	**$423,315**	$164,044	$0	$43,500	$0	**$543,859**
Storm Water Management	**$210,140**	$3,750	$0	$14,000	$0	**$199,890**
Box Culvert	**$451,884**	$10,000	$0	$0	$0	**$461,884**
State Grant - Park	**($2,294,000)**	$0	$0	$0	$0	**($2,294,000)**
Small Business Assistance	**$532,685**	$110,000	$0	$100,000	$0	**$542,685**
Street Light District Funds	**$659,954**	$727,218	$0	$947,534	$42,000	**$397,638**
Landscape District Funds	**$2,018,724**	$779,894	$0	$693,119	$0	**$2,105,499**
CFD 2017-1	**$771,026**	$127,300	$0	$100,535	$0	**$797,792**
Public Art Fund	**$1,241,888**	$100,000	$0	$80,250	$0	**$1,261,638**
Cable TV Facilities	**$456,132**	$135,000	$0	$35,000	$0	**$556,132**
Affordable Housing Fund (1)	**$35,593,387**	$634,069	$0	$1,370,813	$0	**$34,856,643**
Noise Mitigation Fund	**$34,885**	$835	$0	$0	$0	**$35,720**
Community Development Block Grant	**$10,289**	$18,000	$0	$18,000	$0	**$10,289**
Federal COVID-19 Financial Assistance	**$10,081**	$0	$0	$0	$0	**$10,081**
American Rescue Plan Act (ARPA)	**($533,335)**	$0	$0	$0	$0	**($533,335)**
Building Homes and Jobs Act	**($13,410)**	$0	$0	$0	$0	**($13,410)**
Federal Grant - General	**($127,230)**	$0	$0	$0	$0	**($127,230)**
State Grant - General	**($1,048,672)**	$0	$0	$0	$0	**($1,048,672)**
TVTC Grants	**($1,450,000)**	$0	$0	$0	$0	**($1,450,000)**
County Grants - General	**($400,000)**	$0	$0	$0	$0	**($400,000)**

VRF(ACTC) Grants	**$2,657,000**	$2,657,000	$0	$0	$285,000	**$5,029,000**
Capital Improvement Project Funds	**$0**	$0	$12,292,000	$12,292,000	$0	**$0**
Public Facility Fees	**$65,542**	$5,146,957	$0	$0	$0	**$5,212,499**
Fire Impact Fees	**$72,770**	$63,452	$0	$65,000	$0	**$71,222**
Traffic Impact Fees	**$13,628,108**	$2,065,378	$0	$80,000	$0	**$15,613,486**
Dublin Crossing Fund	**$12,993,593**	$325,000	$0	$100,000	$0	**$13,218,593**
ISF - Vehicles (2)	**$4,289,284**	$984,180	$0	$1,220,700	$0	**$4,052,764**
ISF - Facilities (2)	**$38,969,375**	$921,783	$2,000,000	$0	$500,000	**$41,391,158**
ISF - Equipment (2)	**$11,548,031**	$1,412,877	$0	$330,000	$0	**$12,630,908**
ISF - IT Fund (2)	**$2,274,594**	$4,595,990	$0	$4,495,990	$0	**$2,374,594**
ISF - Retiree Health	**$404,041**	$1,362,000	$0	$1,362,000	$0	**$404,041**
ISF - Workers' Compensation	**$0**	$45,000	$0	$45,000	$0	**$0**
Energy Improv Lease - Bond	**$274,554**	$0	$0	$0	$0	**$274,554**
Grand Total (3)	**$403,684,714**	**$177,227,798**	**$14,433,510**	**$163,786,425**	**$14,342,000**	**$417,217,597**

(1) Beginning Fund Balance includes $22,551,905 in outstanding loans.

(2) Beginning Fund Balance includes $37,813,597 as Net Investment in Capital Assets. ISF - Vehicles = $3,615,482 , ISF - Facilities = $31,226,491, ISF - Equipment = $1,875,568 and ISF - IT Fund = $1,096,056

(3) Excludes Fiduciary Funds.

Attachment #2

Funds and Department Relationship Matrix

Fund Name	City Attorney	Comm. Dev	Fire	Police	Parks & Comm Services	Public Works	Non-Dept.
GOVERNMENTAL FUNDS - MAJOR FUNDS							
Affordable Housing Fund	X	X					
Capital Improvement Project Funds					X	X	
General Fund	X	X	X	X	X	X	X
Public Facility Fees						X	
Traffic Impact Fees						X	X
GOVERNMENTAL FUNDS - NON -MAJOR FUNDS							
ACTC - Vehicle Registration Fee						X	
American Rescue Plan Act (ARPA)		X		X	X	X	X
Box Culvert						X	
Building Homes and Jobs Act		X					
Cable TV Facilities							X
Community Development Block Grant							X
Community Facilities District						X	X
County Grants - General						X	
Dublin Crossing Fund						X	
EMS Special Revenue			X				
Energy Improv Lease - Bond						X	
Enforcement Grants				X			
Federal Asset Seizure Fund				X			
Federal Grant - General						X	
Garbage Service Fund						X	X
Landscape District Funds						X	
Local Recycling Programs						X	
Measure B Grants						X	
Measure B Sales Tax-Bike & Ped						X	
Measure B Sales Tax-Local Streets						X	
Measure BB Grants						X	
Measure BB Sales Tax - Bike & Ped						X	
Measure BB Sales Tax - Local Streets						X	
Measure D						X	
Measure RR - Safe Routes to BART						X	
Noise Mitigation Fund						X	
Public Art Fund					X		
Road Maint & Rehab Account (RMRA)						X	
SLES/COPS Fund - CA				X			
Small Business Assistance Fund							X
State Gas Tax						X	
State Grant - General					X	X	
State Grant - Park					X	X	
State Seizure/Special Activity Fund				X			
State Transportation Improvement						X	

Storm Water Management						X	
Street Light District Funds						X	
Transportation for Clean Air						X	
Traffic Safety						X	
Transportation Development Act						X	
TVTC Grants						X	
Vehicle Abatement				X			
VRF(ACTC) Grants						X	
GOVERNMENTAL FUNDS - NON -MAJOR FUNDS							
ISF - Equipment							X
ISF - Facilities					X	X	X
ISF - IT Fund							X
ISF - Retiree Health							X
ISF - Vehicles			X	X		X	X
ISF - Workers' Compensation							X

Attachment #2

General Fund Operating Summary

	FY2025 Actual	FY2026 Adopted	FY2026 Amended	FY2027 Budget	FY2028 Forecast
Revenue					
Property Tax	$63,838,672	$66,105,654	$66,105,654	$67,560,979	$71,077,170
Sales Tax	$29,172,420	$27,574,345	$27,574,345	$27,932,981	$28,771,672
Sales Tax Reimbursements	-$350,000	-$375,000	-$375,000	-$50,000	-$50,000
Development Revenue	$10,378,283	$10,352,665	$9,929,921	$10,153,389	$8,699,178
Transient Occupancy Tax	$1,324,612	$1,400,000	$1,400,000	$1,400,000	$1,400,000
Other Taxes	$7,531,723	$7,362,250	$7,362,250	$7,544,795	$7,730,775
Licenses & Permits	$332,607	$200,000	$200,000	$223,400	$223,400
Fines & Penalties	$53,168	$67,400	$67,400	$67,400	$67,400
Interest Earnings	$11,163,695	$7,596,400	$10,596,400	$7,620,000	$6,324,600
Rentals and Leases	$2,159,045	$2,271,676	$2,187,698	$2,490,743	$2,551,243
Intergovernmental	$540,580	$300,000	$300,000	$330,000	$330,000
Charges for Services	$8,669,970	$7,714,813	$7,048,543	$7,880,537	$8,120,994
Other Revenue	$3,407,448	$2,666,640	$3,415,883	$2,802,455	$2,865,583
Subtotal Revenues - Operating	$138,222,223	$133,236,842	$135,813,093	$135,956,679	$138,112,015
Transfers In	$162,885	$136,015	$136,015	$138,735	$141,510
CIP Reimbursement Payments	$2,152,018				
Unrealized Gains/Losses/Adjustments	$9,181,038				
Total Revenue	$149,718,164	$133,372,857	$135,949,108	$136,095,414	$138,253,525
Expenditures					
Salaries & Wages	$14,045,766	$16,863,696	$16,863,696	$17,569,417	$18,528,432
Benefits	$5,539,519	$6,698,988	$6,698,988	$7,346,554	$7,770,043
Services & Supplies	$6,393,224	$8,083,119	$8,371,769	$7,420,625	$7,618,319
Internal Service Fund Charges	$5,475,186	$5,885,854	$5,885,854	$6,467,644	$7,051,665
Utilities	$3,120,469	$4,042,135	$4,042,135	$4,118,985	$4,341,885
Contracted Services	$63,997,572	$70,387,638	$70,742,844	$77,410,325	$79,057,050
Professional Consulting	$1,854,051	$2,527,353	$3,035,506	$2,633,437	$2,569,512
Capital Outlay	$233,989	$388,416	$848,029	$302,956	$309,929
Debt Service Payment	$1,334,650	$1,331,250	$1,331,250	$1,331,850	$1,331,250
Contingency & Miscellaneous	$13,491	$224,000	$224,000	$224,420	$224,852
Subtotal Expenditures - Operating	**$102,007,918**	**$116,432,450**	**$118,044,071**	**$124,826,213**	**$128,802,937**
Operating Impact (Rev-Exp)	**$36,214,305**	**$16,804,393**	**$17,769,022**	**$11,130,466**	**$9,309,078**
Transfers Out & Contributions					
Transfers Out (CIPs) - Com./Assig	$5,460,001	$10,900,000	$41,996,947	$2,800,000	$4,500,000
Transfers Out (CIPs) - Undesignated	$3,320,135	$7,321,900	$27,068,031	$1,700,000	$1,850,000
Transfers Out (CIPs) - Reimbursable	$1,888,264				
Contribution to ISF & Other	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000
Subtotal - Transfers Out & Contributions	**$12,668,401**	**$20,221,900**	**$71,064,979**	**$6,500,000**	**$8,350,000**
Total Expenditures	**$114,676,318**	**$136,654,350**	**$189,109,050**	**$131,326,213**	**$137,152,937**
GF Impact (Includes CIP & Transfers)	**$35,041,845**	**($3,281,492)**	**($53,159,941)**	**$4,769,201**	**$1,100,588**

Attachment #2

General Fund Reserve Details

RESERVES

Total General Fund reserves are projected at $290.7 million at the end of FY 2026-27, a projected decrease of $32.7 million from FY 2025-26, mainly due to the continued use of the General Fund for capital improvement projects. The unassigned/available cash reserve is projected at $62.1 million, before any designation by the City Council to specific Committed reserves, and before Staff completes the necessary accounting adjustments to reserves at the end of the current fiscal year. The City Council made preliminary reserve designations during the May 19, 2026 City Council meeting and will make final reserve designations once the City has closed their books for the year, which typically occurs in late October/November.

RESERVE DESCRIPTION	Actual2024-25	Net Change 2025-26	Projected 2025-26	Net Change 2026-27	Projected 2026-27	Net Change 2027-28	Projected 2027-28
Non-Spendable	**$40,123**		**$40,123**		**$40,123**		**$40,123**
Prepaid Expenses	$40,123		$40,123		$40,123		$40,123
Restricted	**$16,242,645**		**$16,242,645**		**$16,242,645**		**$16,242,645**
Cemetery Endowment	$60,000		$60,000		$60,000		$60,000
Developer Contribution - Downtown	$1,490,000		$1,490,000		$1,490,000		$1,490,000
Developer Contr - Heritage Park	$19,000		$19,000		$19,000		$19,000
Developer Contr - Nature Park	$60,000		$60,000		$60,000		$60,000
Heritage Park Maintenance	$750,000		$750,000		$750,000		$750,000
Public Facilities Advance	$11,605,916		$11,605,916		$11,605,916		$11,605,916
Section 115 Trust - Pension	$2,257,730		$2,257,730		$2,257,730		$2,257,730
Committed	**$197,229,405**	**($7,211,704)**	**$190,017,702**	**($26,838,009)**	**$163,179,692**	**($8,012,819)**	**$155,166,873**
Contigency Reserves							
Asset Contingency	$17,714,064	($5,000,000)	$12,714,064		$12,714,064		$12,714,064
Economic Stability	$8,000,000		$8,000,000		$8,000,000		$8,000,000
Fire Svcs Pension/OPEB	$2,211,094		$2,211,094		$2,211,094		$2,211,094
Parks and Streets Contingency	$201,270		$201,270		$201,270		$201,270
Pavement Management	$2,000,000		$2,000,000		$2,000,000		$2,000,000
Pension & OPEB	$18,000,000		$18,000,000		$18,000,000		$18,000,000
Public Safety Reserve	$4,600,000		$4,600,000		$4,600,000		$4,600,000
Service Continuity	$3,150,000		$3,150,000		$3,150,000		$3,150,000
Project Specific Reserves							
Cultural Arts Center (CIP) - GI0120	$1,402,815	($1,402,815)	$0		$0		$0
Don Biddle Park (CIP) - PK0115	$675,193	($675,193)	$0		$0		$0

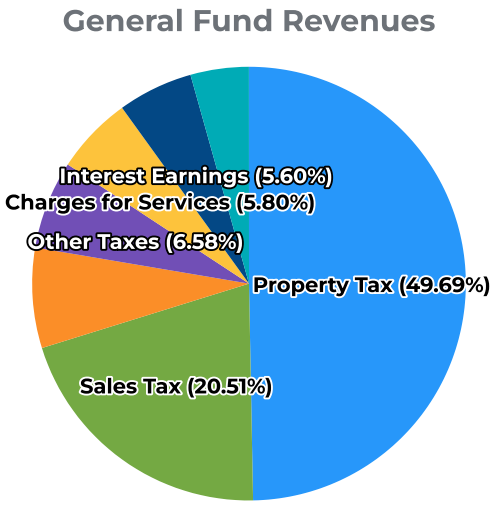
Downtown Public Improvement - ST0319	$45,000,000	($158,990)	$44,841,010		$44,841,010		$44,841,010
Dublin Blvd Extension Advance ST0216	$71,042,736	($3,690,724)	$67,352,012	($16,538,009)	$50,814,003		$50,814,003
Fallon Sports Park III Contingency - PK0119	$51,462	($51,462)	$0		$0		$0
HVAC Replace. & Civic Ctr Improv. (CIP) - GI0122	$1,812,944	($732,520)	$1,080,424		$1,080,424		$1,080,424
Library Tenant Improvement - GI0521	$1,000,000		$1,000,000		$1,000,000		$1,000,000
Maintenance Facility (CIP) - GI0509	$55,008		$55,008		$55,008		$55,008
Village Pkwy Pavement Reconstruction - ST0323	$20,312,819	$4,500,000	$24,812,819	($10,300,000)	$14,512,819	($8,012,819)	$6,500,000
Assigned	**$59,336,249**	**$338,897**	**$59,675,146**	**($12,644,149)**	**$47,030,995**	**($2,062,719)**	**$44,968,276**
Accounting Adjustment Reserves							
Accrued Leave	$1,589,394		$1,589,394		$1,589,394		$1,589,394
CIP Carryovers	$17,186,131	$1,879,701	$19,065,832	($12,145,810)	$6,920,022	($2,661,019)	$4,259,003
Façade Improvement Grants	$429,972		$429,972		$429,972		$429,972
Operating Carryovers	$1,690,898	($1,690,898)	$0		$0		$0
Specific Use Reserves							
Advance to Public Facility Fee	$5,000,000		$5,000,000		$5,000,000		$5,000,000
ARPA Revenue Replacement	$990,187		$990,187		$990,187		$990,187
Contribution to Public Facility Fee	$10,000,000		$10,000,000		$10,000,000		$10,000,000
Economic Development Support		$250,000	$250,000		$250,000		$250,000
Lease Revenue Bond Payoff	$9,000,000	$1,000,000	$10,000,000	$1,000,000	$11,000,000	$1,000,000	$12,000,000
Relocate Parks Dept	$500,000	($145,000)	$355,000		$355,000		$355,000
Utility Undergrounding	$3,500,000		$3,500,000		$3,500,000		$3,500,000
Non-Specific Use Reserves							
Climate Action Plan	$2,554,518	($423,895)	$2,130,623	($180,000)	$1,950,623	($401,700)	$1,548,923
Innovations & New Opportunity	$3,316,206	($100,000)	$3,216,206	($1,318,339)	$1,897,867		$1,897,867
Municipal Regional Permit	$885,422	($400,000)	$485,422		$485,422		$485,422
Non-Streets CIP Commitments	$2,693,521	($31,011)	$2,662,510		$2,662,510		$2,662,510

Unassigned	**$52,626,374**	**$4,824,534**	**$57,450,908**	**$6,749,110**	**$64,200,018**	**$4,870,587**	**$69,070,605**
Unassigned-Unrealized Gains	$2,141,609		$2,141,609		$2,141,609		$2,141,609
Unassigned (Available)	$50,484,765		$55,309,299		$62,058,409		$66,928,996
TOTAL RESERVES	**$325,474,797**	**($2,048,273)**	**$323,426,524**	**($32,733,048)**	**$290,693,473**	**($5,204,951)**	**$285,488,522**

General Fund Revenue

Total General Fund revenues, excluding transfers, are budgeted at $135.9 million and $138.1 million, in Fiscal Years 2026-27 and 2027-28 respectively, an increase of $0.1 million or 0.1 percent in the first year and $2.2 million or 1.6 percent in the second year.

Dublin's two largest ongoing revenue sources in the General Fund, Property Tax and Sales Tax, account for 70.2 percent of total revenues in Fiscal Year 2026-27.



General Fund Revenue Assumptions

The following are the key assumptions used to construct the General Fund operating budget in Fiscal Years 2026-27 and 2027-28, and the variances from year to year (the two variance numbers represent the change in Fiscal Year 2026-27 from the Fiscal Year 2027-28 Amended Budget, and the change in Fiscal Year 2027-28 from the Fiscal Year 2026-27 Budget). Descriptions are provided for categories with variances of $150,000 or more.

Property Tax: +$1,455,325 / +$3,516,191

Property Tax, the City's largest revenue source, has begun to show signs of slowing growth. While both fiscal years are still projected to receive the annual 2 percent increase in assessed valuation permitted under Proposition 13, recent reports from the County Assessor's Office indicate that a greater number of properties than originally anticipated have been granted Proposition 8 (Prop 8) reductions. As a result, projected Property Tax revenue in FY 2026-27 has been reduced by approximately $529,200 (0.79%) from the amounts previously presented during the preliminary budget presentation. A Proposition 8 reduction is a temporary decrease in a property's assessed value that occurs when the property's current market value falls below its taxable value. Under Prop 8, the County Assessor may temporarily reduce the taxable value of a property to reflect declining market conditions. These reductions are reviewed annually and may be restored in future years as property values recover.

Assumptions

- Total Property Tax revenue is projected to grow $1,455,325 (2.2%) in FY 2026-27 and $3,516,191(5.2%) in FY 2027-28. This growth reflects an increase in assessed value due to the California CPI increase of 2 percent (the maximum allowable by Proposition 13), and a decrease of approximately $400 million in valuation in FY 2026-27 due to the Prop 8 reductions.
- Budgeted delinquency rate of 1.0 percent included in both fiscal years.

Sales Tax: +$358,636 / +$838,691

In late March, the City received an updated sales tax forecast reflecting a slight downward revision from the prior quarter. The adjustment is based on an updated economic outlook from the City's tax consultant, incorporating local and statewide trends that indicate continued softness in consumer spending as households navigate higher prices and broader economic uncertainty, including the effects of ongoing global conflicts.

This uncertainty is expected to have its most significant impact on the auto sector. While Dublin's auto dealers have demonstrated resilience over the past year, Staff and its consultants are closely monitoring recent global developments and their projected effect on consumer spending. Specifically, energy market disruptions have contributed to higher fuel and transportation costs, while elevated inflation and tariffs have increased the cost of goods, further straining household budgets. Together, these pressures are affecting consumer purchasing patterns, particularly for high-cost discretionary items such as automobiles, which represent nearly 40.0 percent of the City's sales tax base. Staff will continue to monitor economic conditions and sales trends closely, particularly within the automobile sector, as these factors play a key role in shaping near-term revenue performance and long-term fiscal planning.

Assumptions

- Total Sales Tax revenue is projected to increase $358,636 or 1.3 percent in Fiscal Year 2026-27 when compared to the FY 2025-26 Amended Budget despite a minor decrease of 0.4 percent in the Auto and Transportation sector. This decrease is offset by a projected increase of 3.9 percent in Fuel and Service Stations, due to the continuing high fuel prices and a 2.3 percent increase in Restaurants & Hotels. All other industry groups in Fiscal Year 2026-27 are projected to remain flat or have small increases, led by the General Consumer Goods.
- Fiscal Year 2027–28 Sales Tax is projected to increase to $838,691 or 3.0 percent. City consultants anticipate the economy to begin to rebound, led by a 4.0 percent increase in the Auto & Transportation sector, as well as projecting an increase in all other sections ranging from 1.0 to 3.4 percent.

Other Taxes: +$182,545 / +$185,980

Other taxes include Property Transfer Tax and various franchise fees covering electric, gas, garbage, and cable services. Revenue in both fiscal years is projected to increase primarily due to the annual garbage rate adjustment established in the

franchise agreement, and increases in gas and electric rates. Property Transfer Tax revenue remains closely tied to housing market conditions and has stayed near a 10-year low, reflecting subdued property sales activity. Cable franchise fee revenue has continued its gradual decline over the past decade driven by cord-cutting trends.

Development Revenue: +$223,468 / -$1,454,211

Development revenue includes permitting fees and payments for planning and engineering services provided by the City. Projections are based on the timing of development projects, coordinated between Staff and developers. Revenue is estimated to increase slightly in FY 2026-27 relative to the FY 2025-26 Amended Budget, before declining in FY 2027-28 as active development projects near completion.

As the City Council is aware, development projects progress through various stages and the receipt of revenues and corresponding service (i.e., City costs) do not happen simultaneously. Plan check costs are typically incurred approximately 12 months after revenue has been received, meaning that as development decreases, the associated decrease in costs will lag. In anticipation of this, the City has maintained a reserve (currently at $3.15 million) to cover costs during that lag.

Charges for Services: +$831,994 / +$240,458

Charges for Services revenue is derived predominately from Parks and Community Services (PCS) programs. The projected increase in FY 2026-27 reflects the following:

Increases:

- Opening of the Dublin Arts Center (partial year)
- Addition of a ninth after-school program site
- The Wave fee adjustment
- Addition of new Special Event programming, including the Night Market and Community Garage Sale

Decreases:

- Lower than projected attendance in the Jr. Warriors program
- Loss of major contract vendor (Skyhawks)
- Reduced Preschool enrollment

The modest growth projected in FY 2027-28 reflects a stabilization of PCS revenue following the FY 2026–27 expansions and includes a full year of revenue from the Dublin Arts Center.

Non-PCS revenue includes administrative fees collected from the City's contracted garbage collector (Amador Valley Industries), projected to increase 5.0 percent, consistent with the franchise agreement, and emergency response reimbursements from Alameda County for services at Santa Rita Jail, which are projected to remain flat.

Rents and Leases: +$303,045 / +$60,500

The FY 2026-27 increase is primarily driven by strong demand for field and court rentals and Shannon Community Center rentals, as well as revenue associated with the opening of the Dublin Arts Center. It should be noted that these projections do not reflect the proposed field rental fee adjustments approved in the Master Fee Schedule update, that will become effective January 1, 2027. Staff will monitor the impact of the increased fee on field usage and adjust future revenue projections accordingly.

Revenue projections for FY 2027-28 include a 5.7 percent increase in field and court rental revenue, with all other rental categories remaining flat.

Other Revenue: -$613,428 / +$63,128

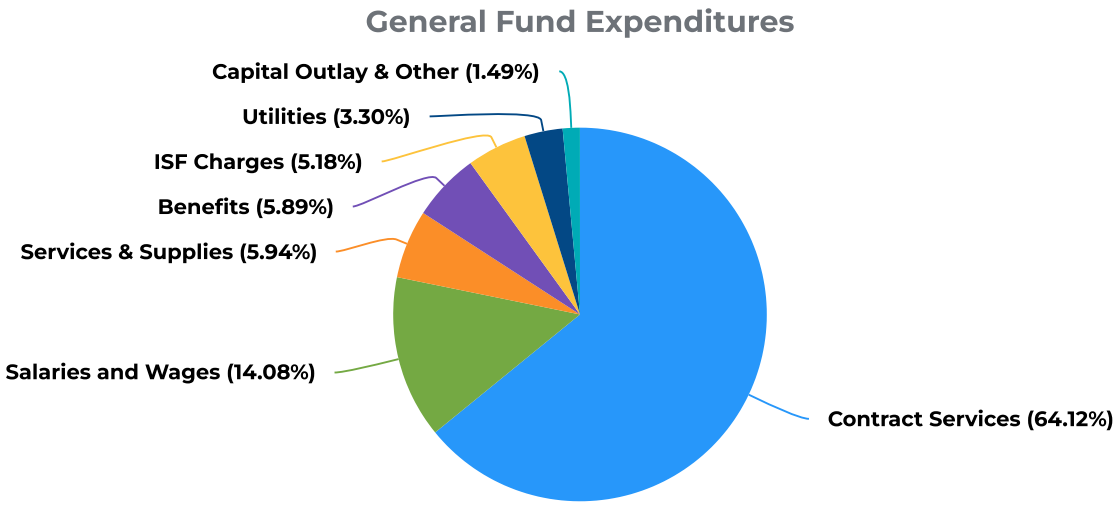
The Other Revenue category encompasses a wide variety of revenue types received by the City, including Sale of Property, Sponsorship/Donation, and Reimbursements. These revenues can be unpredictable and vary moderately each year, so Staff budgets only known payments and recurring items, incorporating adjustments as additional revenues are received.

Both fiscal years include reimbursements for work performed at Camp Parks through the Intergovernmental Support Agreement, reimbursable work for Dublin San Ramon Services District, and PCS sponsorships and contributions. The FY 2026–27 projection is in line with the FY 2025-26 Adopted Budget, reflecting a year-over-year increase of $150,000. The decrease

relative to the FY 2025-26 Amended Budget is attributable to a mid-year budget adjustment that included $749,000 in one-time tax credit revenue.

General Fund Expenditures

The City's ongoing operating expenditures and long-term financial liabilities continue to grow, as previously discussed expenditures are now projected to eventually outpace the City's ongoing revenue growth in Fiscal Year 2030-31, absent any significant additional revenues or cost-cutting measures. This is one year earlier than previously discussed during last year's budget presentation. The Budget reflects an increase in total General Fund operating expenditures of $6.6 million (5.6%) in Fiscal Year 2026-27 and an increase of $4.0 million (3.2%) in Fiscal Year 2027-28. The chart below presents the composition of operating expenditures by category for Fiscal Year 2026-27 and is followed by a discussion of the assumptions used in preparing the budget.



General Fund Expenditure Assumptions

The following are the key assumptions used to construct the General Fund operating budget in Fiscal Years 2026-27 and 2027-28, and the variances from year to year (the two variance numbers represent the change in Fiscal Year 2026-27 from the Fiscal Year 2025-26 Amended Budget, and the change in Fiscal Year 2027-28 from the Fiscal Year 2026-27 Budget. Descriptions are provided for categories with variances of $150,000 or more.

Personnel Costs: +$705,721 / +$959,015

The two-year budget proposal reflects an updated position allocation plan and projected salaries. The increase in the Fiscal Year 2026-27 personnel costs is attributed to the net impact of the following:

- Addition of an Environmental Coordinator in Public Works to support long-term sustainability goals and ensure compliance with local and State mandates
- Addition of a Maintenance Coordinator in Public Works to develop and implement an asset management plan and provide contractor oversight
- Addition of a Recreation Supervisor in PCS, replacing a part-time Office Assistant II, to oversee day-to-day operations of the Dublin Arts Center in advance of its opening.
- Flat seasonal staffing costs in FY 2026-27, with a slight increase projected in FY 2027-28
- Cost of Living Adjustment (COLA) of 1.9 percent and merit pay of 3.0 percent for full-time personnel in FY 2026-27
- The Fiscal Year 2027-28 budget does not include any new positions. Increases are based on a projected cost-of-living adjustment of 3.5 percent and merit pay of 3.0 percent for full-time personnel.

Benefit Costs: +$647,566/+$423,489

Benefit costs are predominantly made up of retirement and health benefit costs. To help mitigate these costs, the City has implemented cost-sharing mechanisms with employees for both retirement and health benefits.

It must be noted that the City now has more employees in the California Public Employees' Pension Reform Act (PEPRA) retirement tier rather than in the Classic retirement tier, as a result of gradual workplace turnover. PEPRA benefits are generally less costly than Classic retirement formulas, resulting in lower long-term employer pension obligations and reduced ongoing retirement costs for the City. While these savings will not result in immediate savings, as workforce turnover continues overtime, this transition is expected to help moderate future pension cost growth and provide long-term savings to the City's operating budget.

Supplies and Services: -$951,144 / +$197,694

Services and Supplies expenditures for Fiscal Year 2026-27 are decreasing due to the City implementing a budget realignment for liability insurance costs associated with contracted Police and Fire services. These costs will be moved from Services and Supplies to Contracted Services to more accurately reflect the nature of the expenditures and ensure consistent treatment of all third-party liability costs, resulting in a reallocation of approximately $1.7 million in FY 2026-27 and $2.0 million in FY 2027-28.

When factoring out the budget realignment, Services and Supplies are projected to increase in both years. These increases are driven by higher insurance premiums through PLAN Joint Powers Authority (PLAN JPA), the City's insurance pool, and the addition of the City's self-funded workers' compensation program. Rising insurance costs have been a recurring trend statewide, and Dublin's experience is consistent with that of other California municipalities. Liability insurance through PLAN JPA is projected to increase to approximately $400,000 (15.0 percent) in FY 2026-27 and $360,000 (11.0 percent) in FY 2027-28. The FY 2026–27 rates remain preliminary but are not expected to shift significantly, while the FY 2027–28 figures are based on PLAN JPA estimates and should be considered a placeholder pending more current information.

FY 2026-27 will mark the first year the new workers' compensation program is reflected in the budget. As the program launched January 1, 2026, the FY 2026-27 budget includes only six months of excess insurance costs to align the program with the fiscal year. The full cost beginning in FY 2027-28 is projected at approximately $140,000 annually.

Excluding insurance, Services and Supplies costs are flat in FY 2026-27, with FY 2027-28 reflecting a decrease attributable to one-time costs associated with the opening of the Dublin Arts Center.

Utilities: +76,850 / +$222,900

The Budget includes a minor increase in utilities in Fiscal Year 2026-27 which is the net result of the effect of the energy efficiency projects coming online and increases in utility rates. Fiscal Year 2026-27 includes increases for electricity and potable water, which are offset by a projected decrease in recycled water and are based on updated projected usage. Fiscal Year 2027-28 includes an increase based on projected rate increases in electric and gas as well as costs associated with new facilities coming online.

Internal Service Charges: +581,790 / +584,021

Internal Service Charges include the replacement cost of facilities, vehicles, and equipment, in addition to the, IT operating budget. The projected increases in both fiscal years are primarily driven by higher IT operating costs and increased contributions to the City's replacement funds.

Technology-related costs are funded through the IT Fund and allocated to departments based on service usage and equipment assignments. These costs have risen steadily over the past five years as the City continues to expand its technological capabilities. Contributions to replacement funds have similarly increased to ensure adequate resources are set aside for future capital needs as the City's infrastructure continues to age. City staff is currently undertaking a comprehensive asset inventory, once finalized, any identified funding deficiencies may necessitate adjustments to annual ISF contributions to ensure sufficient resources are available for future replacements.

Contract Services: +$6,110,195 / +$1,582,800

The City contracts for Public Safety (Police and Fire), maintenance, development, and other miscellaneous services and represents the City's largest expenditure category. In Fiscal Year 2026-27, total contracted services make up 64.1 percent of the overall General Fund expenditure budget and include projected increases of 8.3 percent ($6.1 million) in FY 2026-27 and 2.0 percent ($1.6 million) in FY 2027-28. These General Fund increases are primarily attributable to the revised maintenance agreement with MCE Corporation, an 8.5 percent increase in the Fire Services agreement, and a 1.0 percent increase in the Police Services agreement.

Police Services

Increases are proposed for the Police Services contract with Alameda County Sheriff's Office (ACSO), as shown in the table below.

Police Services Contract

Fiscal Year	Total Contract $	Increase $	Increase %	General Fund Share	ARPA Fund Share*	Opioid Fund Share**
25-26	$29,040,073			$27,894,024	$990,831	$155,218
26-27	$29,333,739	$293,666	1.01%	$28,823,739	$350,000	$160,000
27-28	$29,311,949	($21,790)	(0.07%)	$29,141,949		$170,000

** The American Rescue Plan Act (ARPA) Fund accounts for federal stimulus funds received by local governments to aid COVID-19 recovery. This funding source is expected to be depleted by FY 2027-28.

** The Opioid Fund accounts for funds received by Dublin for participating in state settlements with opioid manufacturers.

The FY 2026-27 and 2027-28 budget amounts reflect annual increases of 1.0 percent and a 0.1 percent decrease in Fiscal Year 2027-28, based on the following:

- A 3.75 percent pay rate increase scheduled in October 2026 and October 2027, as outlined in the Alameda County Sheriff's Office labor Memorandum of Understanding
- Addition of one Lieutenant position in FY 2026-27

- Continued utilization of two retired annuitants to support the DARE program, fully funded through opioid settlement funds
- Continued staffing of the Behavioral Health Unit (three positions), funded as follows:
  - FY 2026-27 - 50.0 percent American Rescue Plan Act (ARPA) Fund and 50.0 percent General Fund
  - FY 2027-28 - Fully funded by the General Fund
- Payoff of Pension Obligation Bond by Alameda County, reducing retirement costs by approximately $4 million annually
- FY 2026-27 includes an additional pay period, based on Alameda County's payroll schedule.
  - FY 2026-27 = 27 Pay Periods
  - FY 2027-28 = 26 Pay Periods
    - The decrease of one pay period in FY 2027-28 results in a year-over-year decrease of $21,790.

Fire Services

Fire Services Contract

Fiscal Year	Total Contract $	Increase $	Increase %	General Fund Share	EMS Fund Share*	ISF Share**
25-26	$19,643,710			$19,167,393	$277,600	$198,717
26-27	$21,310,437	$1,666,717	8.48%	$20,998,626	$286,320	$25,491
27-28	$22,318,825	$1,008,388	4.73%	$22,028,189	$290,636	$0

* The Emergency Medical Services (EMS) Fund accounts for excise taxes that fund the cost of providing emergency medical services (e.g., paramedic services).
** The Internal Service Fund (ISF) accounts for the purchase of replacement vehicles and equipment.

The FY 2026-27 and 2027-28 budget amounts reflect annual increases of 8.5 percent in Fiscal Year 2026-27 and 4.7 percent in Fiscal Year 2027-28, and are based on the following factors:

- An 11.0 percent increase for unrepresented employees, resulting from a comprehensive classification and compensation study conducted by Alameda County Fire
- A 3.4 percent pay rate increase for Safety members in January 2026
- A 4.0 percent pay rate increase for Safety members in January 2027
- An 11.2 percent increase in CalPERS retirement costs, reflecting higher wages and an increased CalPERS retirement rate
- A 5.6 percent increase in projected health care premium costs
- No additional staffing in either fiscal year
- Additional cost increases reflect a 6.6 percent increase in Services and Supplies, attributable to higher dispatch costs and uniform and personal protective equipment costs as required by the Occupational Safety and Health Administration.

The City's Other Post-Employment Benefits (OPEB) trust for Fire retiree health benefits remains super-funded due to prior-year contributions. As a result, OPEB costs will be paid from the trust, generating General Fund savings of approximately $691,000 in FY 2026-27 and $732,000 in FY 2027-28.

Maintenance (MCE)

MCE Contract

	Total Contracts $	Increase $	Increase %	General Fund Share	Assessment District Funds Share	Special Revenue Funds/Other Funds Share
25-26	$11,915,407			$9,891,345	$746,240	$1,277,822
26-27	$13,302,388	$1,386,981	11.64%	$11,874,760	$451,218	$976,409
27-28	$13,840,193	$537,805	4.04%	$12,372,730	$464,751	$1,002,712

*Does not include One-Time Capital Improvement Costs

The following factors are included:

Fiscal Year 2026-27

- Addition of eight City assets requiring maintenance, including the Dublin Arts Center, Wallis Ranch Park, Iron Horse Nature Park and Open Space, four new medians (two each on Fallon Road and Central Parkway), and Forest Park
- Increased maintenance requirements associated with new Municipal Regional Stormwater Permit obligations across more than 30 Green Stormwater Infrastructure (GSI) facilities, including basins and bioretention areas
- Expansion of preventative maintenance efforts across City facilities and infrastructure, consistent with the City's Strategic Plan emphasis on proactive asset management and long-term infrastructure reliability
- Addition of a new MCE Management Analyst position to support the operational side of maintenance services, including the development and implementation of a comprehensive asset management program
- A CPI adjustment of 3.0 percent

Fiscal Year 2027-28

- CPI adjustments and the addition of full-year maintenance funding for three parks and one GSI facility are anticipated to open late in FY 2026-27. These include Francis Ranch north (Poppy Meadow) and south (Wild Wind) parks, Dublin Centre Park, and the GSI facility at the Iron Horse Trail south of Amador Valley Boulevard.

Other Contracts

Other General Fund Contract Changes

	Development	Other	Total	Change $	Change %
25-26	$4,992,701	$11,832,886	$16,825,587		
26-27	$5,307,750	$13,038,887	$18,346,636	$1,521,049	9.0%
27-28	$5,417,322	$12,666,372	$18,083,694	($262,943)	-1.4%

Development-related and other general City contract costs are budgeted according to anticipated service levels for specific projects, and are projected to increase by $1.5 million in Fiscal Year 2026-27, due to increases in Development related contract expenditures. Development projections are based on the timing of development projects, coordinated between City staff and developers. Revenue is estimated to decrease in FY 2027-28 as active development projects near completion. Additionally, the decrease in contract expenditures in the FY 2027-28 is the result of one-time costs being budgeted in FY 2026-27 and not FY 2027-28, including the fire station building assessment and the November 2026 election.

Capital Outlay: -$545,073 / -$6,913

Capital Outlay items are typically one-time expenditures. The Fiscal Year 2025-26 Amended Budget includes the cost of upgrading the Fire Alerting System and costs associated with the opening of the Dublin Arts Center. These large cost items

have been carried over from prior year budgets which reflects why costs have decreased in the upcoming two-year budget The Fiscal Year 2026-27 Budget includes the cost of police and fire safety equipment, such as the purchase of new Lucas Devices and automatic external defibrillators (AEDs).

Departments

City Council

The City Council consists of a mayor and four councilmembers. In November 2026, Dublin will finish the transition to district-based elections for councilmembers, while maintaining an at-large mayoral election. The City Council is responsible for enacting legislation, establishing policies, and providing guidance and direction for actions that affect the quality of life in the City. Local elected officials also represent the City at a variety of forums at the county, regional, state, and national levels, in order to make certain the interests of the City of Dublin, and cities in general, are represented.

Accomplishments for Fiscal Year 2024-25 and 2025-26

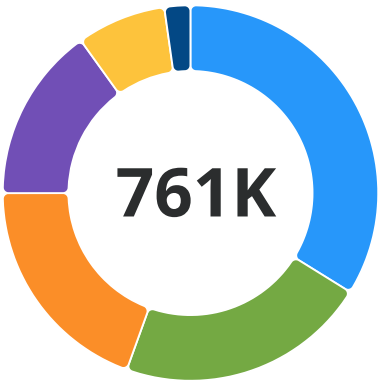
- Implemented many of the strategic objectives in the Two-Year Strategic Plan, as reflected in the accomplishments in all City departments.
- Created a new Two-Year Strategic Plan that reflects eight overarching priorities and 33 specific objectives.
- Participated in legislative outreach in partnership with the cities of Livermore, Pleasanton, San Ramon, and the Town of Danville.
- Broke ground at the following new facilities: Forest Park, Francis Ranch parks, the Dublin Centre (“The DC”), the Alameda County Fire Training Center, The Whitford Dublin, and Regional Street Apartments.
- Formed a Finance and Investment Committee.
- Oversaw the grand openings of Wallis Ranch Community Park, Iron Horse Trail Bridge, Iron Horse Nature Park and Open Space (Phase 1), and Forest Park.
- Hosted a delegation from Bray, Wicklow County Ireland to exchange ideas and build relationships.
- Re-established the Dublin Sister Cities Association.

Objectives and Key Performance Measures for Fiscal Year 2026-27 and 2027-28

- Provide guidance on the implementation of the City's new Two-Year Strategic Plan.
- Participate in and represent Dublin at the United States Conference of Mayors, the National League of Cities, and California League of Cities conferences and activities.
- Oversee the annual allocation of Human Services Grants.
- Participate in Dublin Pride Week activities, the Volunteer Recognition events, and the Inside Dublin programs.

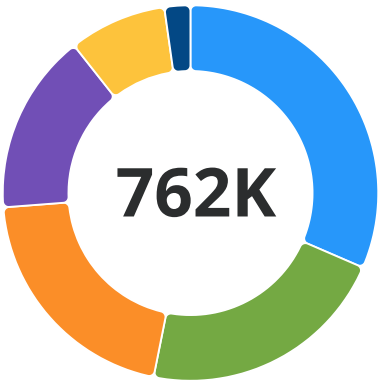
Expenditures by Expense Type

FY27 Expenditures by Expense Type



Services & Supplies	$257,485	33.83%
Professional Consulting	$165,000	21.68%
Benefits	$148,222	19.48%
Salaries & Wages	$114,742	15.08%
Internal Services	$58,561	7.70%
Contracted Services	$17,000	2.23%

FY28 Expenditures by Expense Type



Services & Supplies	$239,985	31.50%
Professional Consulting	$165,000	21.66%
Benefits	$157,141	20.62%
Salaries & Wages	$118,756	15.59%
Internal Services	$64,044	8.41%
Contracted Services	$17,000	2.23%

Expenditures by Expense Type

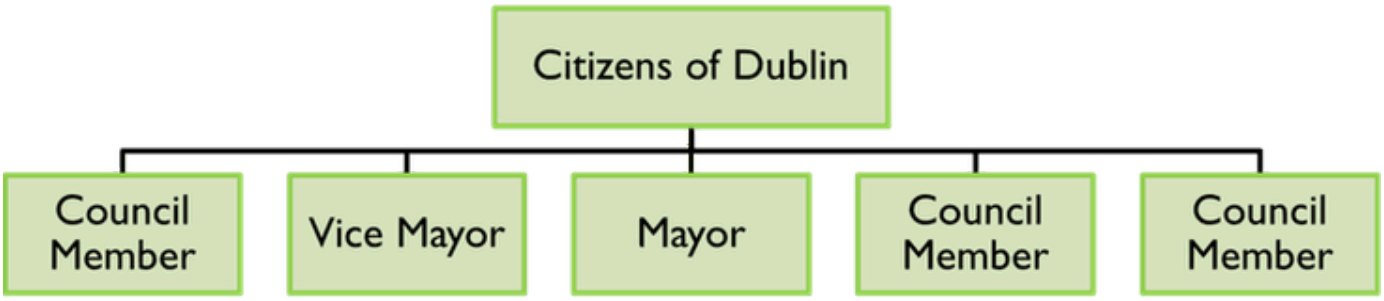
Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Salaries & Wages	$104,700	$118,104	$118,104	$114,742	$118,756
Benefits	$117,275	$130,050	$130,050	$148,222	$157,141
Services & Supplies	$206,148	$223,698	$223,698	$257,485	$239,985
Internal Services	$62,339	$66,685	$66,685	$58,561	$64,044
Contracted Services	$2,500	$17,000	$17,000	$17,000	$17,000
Professional Consulting	$17,177	$165,000	$177,943	$165,000	$165,000
Capital outlay - Expendable	$1,620	-	-	-	-
Total Expenditures	**$511,759**	**$720,537**	**$733,480**	**$761,010**	**$761,926**

Expenditures by Fund

Expenditures by Fund

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
General Fund	$511,759	$720,537	$733,480	$761,010	$761,926
Total Expenditures	**$511,759**	**$720,537**	**$733,480**	**$761,010**	**$761,926**

Organizational Chart



Personnel Allocation

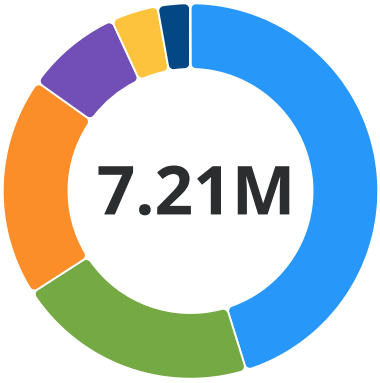
	FY2025 Actual	FY2026 Adopted	FY2026 Amended	FY2027 Budget	FY2028 Forecast
Personnel Allocation					
Mayor	1.00	1.00	1.00	1.00	1.00
City Council Member	4.00	4.00	4.00	4.00	4.00
Total Positions	**5.00**	**5.00**	**5.00**	**5.00**	**5.00**

City Manager

The City Manager's Office oversees and provides support to all areas of City operations including supervision and evaluation of employees; evaluation of all contract services; enforcement of City Ordinances; provision of advisory recommendations to the City Council on the effective operation of the City; oversight of the preparation and administration of the City's Budget and Capital Improvement Program; and representation on behalf of the City before intergovernmental bodies and organizations. The department also provides support services directly to the City Council, as well as oversight of Economic Development, Community Engagement, City Clerk, and Civic and Strategic Affairs.

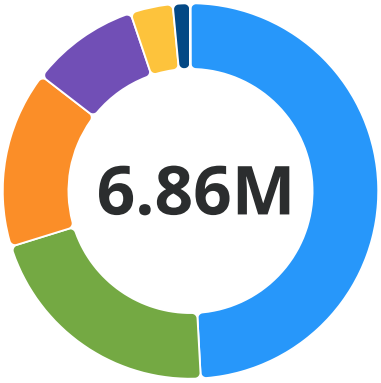
Expenditures by Expense Type

FY27 Expenditures by Expense Type



Salaries & Wages	$3,257,727	45.20%
Contracted Services	$1,492,531	20.71%
Benefits	$1,364,359	18.93%
Internal Services	$597,618	8.29%
Services & Supplies	$291,548	4.04%
Professional Consulting	$200,900	2.79%
Capital outlay - Expendable	$3,000	0.04%

FY28 Expenditures by Expense Type



Salaries & Wages	$3,370,761	49.13%
Benefits	$1,446,867	21.09%
Contracted Services	$1,046,117	15.25%
Internal Services	$641,867	9.36%
Services & Supplies	$251,423	3.66%
Professional Consulting	$100,900	1.47%
Capital outlay - Expendable	$3,000	0.04%

Expenditures by Expense Type

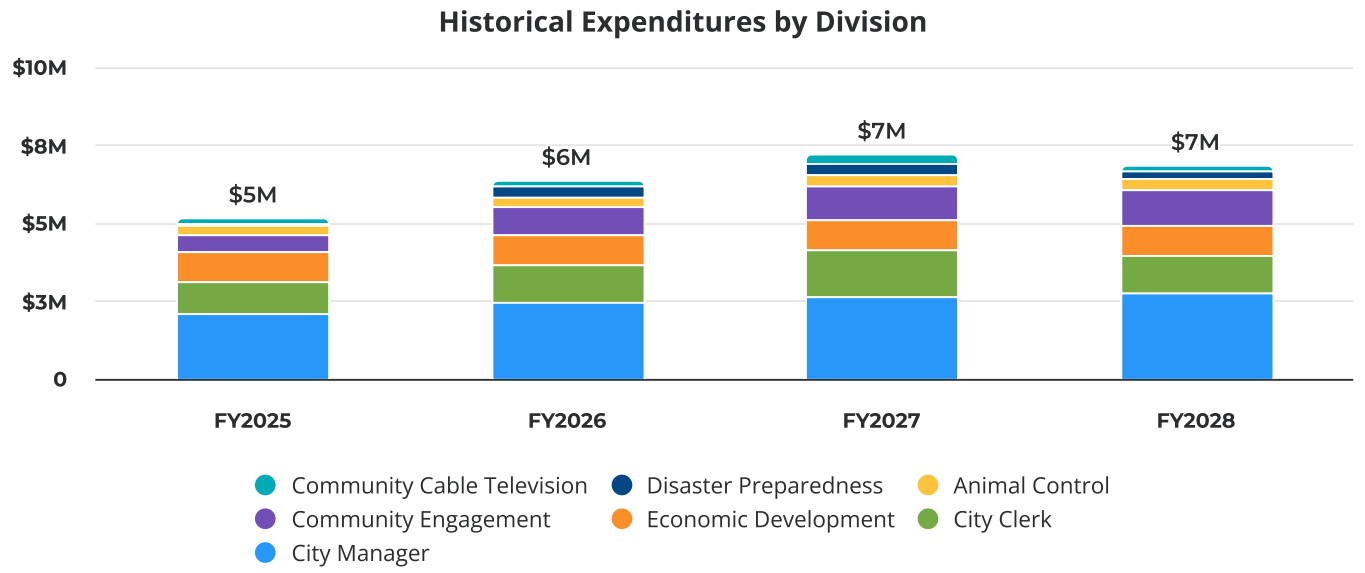
Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Salaries & Wages	$2,550,236	$3,149,837	$3,149,837	$3,257,727	$3,370,761
Benefits	$907,986	$1,240,549	$1,240,549	$1,364,359	$1,446,867
Services & Supplies	$221,968	$268,193	$268,193	$291,548	$251,423
Internal Services	$492,736	$544,560	$544,560	$597,618	$641,867
Contracted Services	$916,594	$1,050,421	$1,433,566	$1,492,531	$1,046,117
Professional Consulting	$71,299	$102,400	$413,743	$200,900	$100,900
Capital outlay - Expendable	$5,847	$3,000	$3,000	$3,000	$3,000
Total Expenditures	**$5,166,667**	**$6,358,960**	**$7,053,448**	**$7,207,683**	**$6,860,935**

Expenditures by Fund

Expenditures by Fund

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
General Fund	$4,901,997	$6,223,960	$6,513,451	$6,952,038	$6,725,935
General Fund Designated Reserv	$4,289	-	$158,990	-	-
Small Business Assistance	-	$100,000	$100,000	$100,000	$100,000
Cable TV Facilities	$32,703	$35,000	$52,813	$155,645	$35,000
American Rescue Plan Act(ARPA)	$227,678	-	$228,194	-	-
Total Expenditures	**$5,166,667**	**$6,358,960**	**$7,053,448**	**$7,207,683**	**$6,860,935**

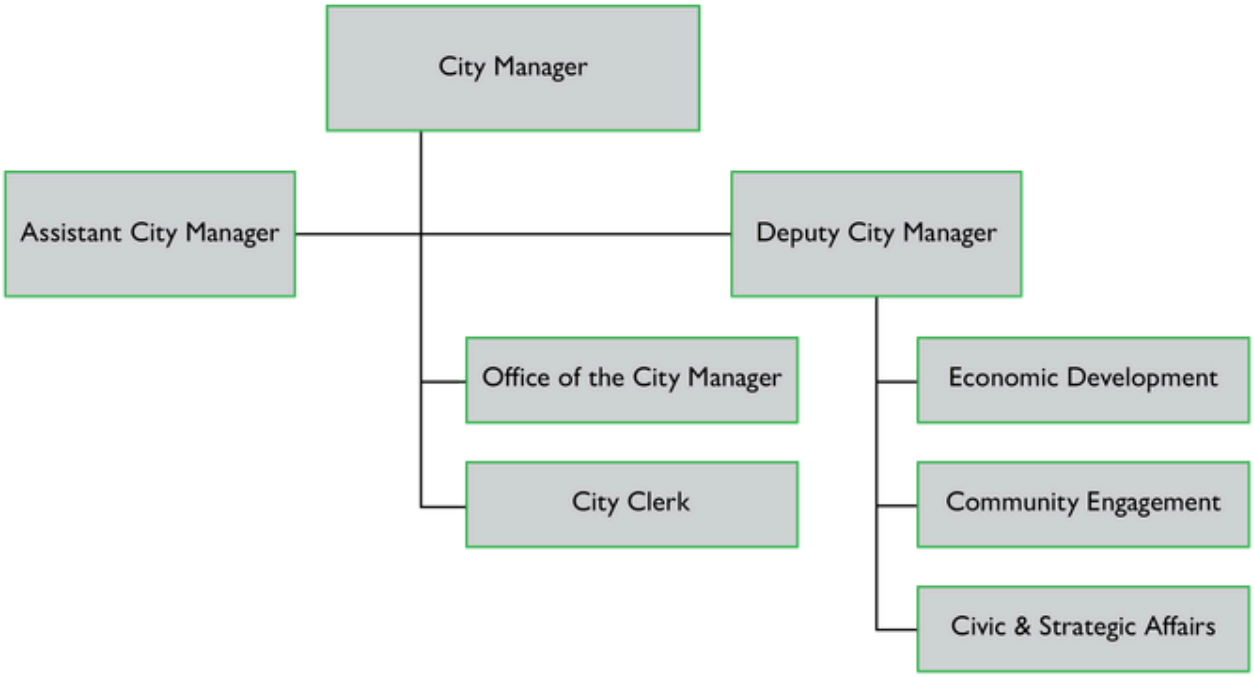
Expenditures by Division



Expenditures by Division

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Disaster Preparedness	$97,707	$317,318	$456,404	$349,176	$257,721
Animal Control	$276,394	$339,345	$339,345	$355,312	$373,078
Community Cable Television	$172,921	$198,926	$216,739	$309,174	$195,206
City Manager	$2,074,094	$2,446,642	$2,446,642	$2,624,859	$2,750,083
City Clerk	$1,025,895	$1,185,833	$1,322,971	$1,521,056	$1,167,990
Economic Development	$963,884	$968,273	$1,368,724	$963,918	$992,758
Community Engagement	$555,772	$902,623	$902,623	$1,084,188	$1,124,099
Total Expenditures	**$5,166,667**	**$6,358,960**	**$7,053,448**	**$7,207,683**	**$6,860,935**

Organizational Chart



Personnel Allocation

Department / Classification	Actual 2024-25	Adopted 2025-26	Amended 2025-26	Budget 2026-27	Forecast 2027-28	Budget vs Proposed
City Manager	1.00	1.00	1.00	1.00	1.00	
Assistant City Manager	1.00	1.00	1.00	1.00	1.00	
Administrative Technician	1.00	1.00	1.00	1.00	1.00	
Assistant to the City Manager	1.00	1.00	1.00	1.00	1.00	
City Clerk	1.00	1.00	1.00	1.00	1.00	
Communications Manager	1.00	1.00	1.00	1.00	1.00	
Digital Engagement Specialist		1.00	1.00	1.00	1.00	
Digital Communications Technician		1.00	1.00	1.00	1.00	
Deputy City Clerk	1.00	1.00	1.00	1.00	1.00	
Deputy City Manager	1.00	1.00	1.00	1.00	1.00	
Economic Development Manager	1.00	1.00	1.00	1.00	1.00	
Executive Aide	1.00	1.00	1.00	1.00	1.00	
Management Analyst I (Limited Term)			1.00	1.00	1.00	
Management Analyst II	2.00	1.00	1.00	1.00	1.00	
Management Fellow (Limited Term)	1.00	1.00				
Office Assistant II	2.00	2.00	1.00	1.00	1.00	
Senior Digital Engagement Specialist		1.00	1.00	1.00	1.00	
Senior Management Analyst	1.00	1.00	1.00	1.00	1.00	
Senior Office Assistant	1.00	1.00	2.00	2.00	2.00	
Total - City Manager Office	**17.00**	**19.00**	**19.00**	**19.00**	**19.00**	

Office of the City Manager

The Office of the City Manager provides the professional and administrative leadership integral to the management of the City of Dublin. The City Manager serves as the City's Chief Executive Officer, is appointed by the City Council, and is responsible for carrying out Council-adopted policies and overseeing the day-to-day operations of all City departments, programs, and services, including public safety.

The Office also includes an Assistant City Manager and a Deputy City Manager, who provide oversight of various City departments and divisions. Additional staff within the Office support a range of citywide functions, including contracting, legislative affairs, communications, economic development, and strategic and civic affairs.

Accomplishments for Fiscal Year 2024-25 and 2025-26

- Advanced the Two-Year Strategic Plan, with progress reflected in accomplishments across all City departments.
- Conducted a resident survey on wireless coverage and service in eastern Dublin to assess the need for a wireless telecommunication facility.
- Introduced the Dublin Digest weekly electronic newsletter.
- Launched the bi-weekly Mayor's Report community video message.
- Introduced a redesign of the Strategic Plan webpage and progress report.
- Finalized the Diversity, Equity, and Inclusion Task Force Implementation Plan.
- Conducted the 2025 Community Survey, with 87 percent of respondents stating that Dublin is an excellent or good place to live.
- Expanded the Inside Dublin citizens academy to include high school students for the first time.
- Launched the Dublin Buzz webpage, a go-to source for timely updates on City projects, community topics, and local issues.
- Updated the City's Flag Display Policy to strengthen the procedures for when flags are lowered.
- Entered into a Memorandum of Understanding with La Familia to support construction of a Substance Use Disorder Treatment Facility.
- Participated in the 2026 Alameda County Point-in-Time Count of individuals experiencing homelessness.
- Conducted joint legislative outreach in partnership with the cities of Livermore, Pleasanton, and San Ramon, and the Town of Danville.
- Engaged with regional peers through the Alameda County City Managers' Association.
- Participated in the Alameda County Leadership Academy to develop staff and strengthen countywide collaboration.
- Hosted a delegation from Bray, County Wicklow, Ireland to exchange best practices and strengthen sister-city relationships.

Performance Measure	FY 2024 - 25 Projection	FY 2025 - 26 Projection	Results
Success rate in ensuring that complete and accurate information is presented in the City Council's agenda packets, measured by the use of SB 343 memos.*	95%	95%	FY 2024-25 = 100% FY 2025-26 = 100%
Maximum number of days to respond to resident issues / complaints to the City Manager's Office.**	1	1	FY 2024-25 = 1 FY 2025-26 = 1

*Based on the use of SB 343 memos, FY 2024-25 and FY 2025-26 recorded no memos used.

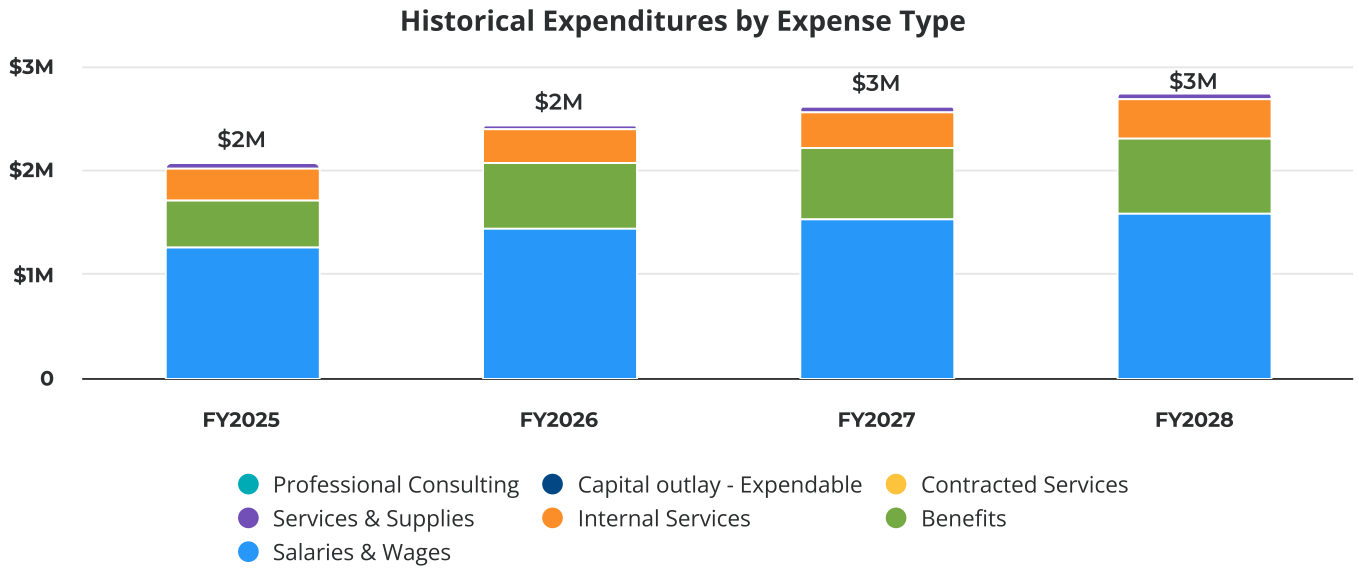
**Based on SeeClickFix and email responses, the City averaged one day or less to respond to resident issues and complaints submitted to the City Manager’s Office.

Objectives and Key Performance Measures for Fiscal Year 2026-27 and 2027-28

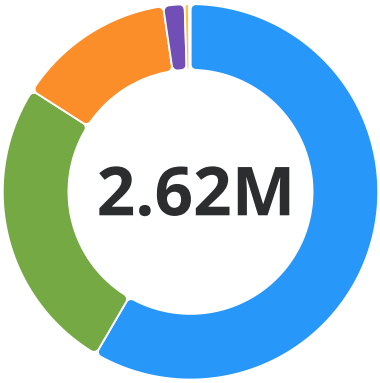
- Implement the new Two-Year Strategic Plan and provide quarterly progress updates to the City Council.
- Strengthen transparency and the timely delivery of information to the City Council and residents.

Performance Measure	FY 2026 - 27 Projection	FY 2027 - 28 Projection
Success rate in ensuring that complete and accurate information is presented in the City Council's agenda packets, measured by the use of SB 343 memos.	95%	95%
Maximum number of days to respond to resident issues / complaints to the City Manager's Office.	1	1

Expenditures by Expense Type

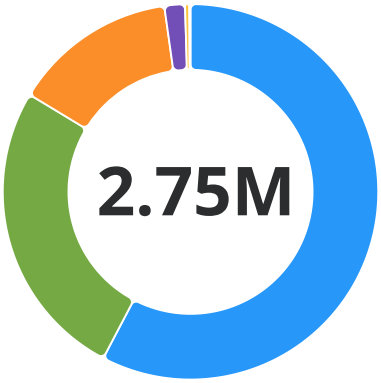


FY27 Expenditures by Expense Type



Salaries & Wages	$1,532,998	58.40%
Benefits	$673,394	25.65%
Internal Services	$357,197	13.61%
Services & Supplies	$48,270	1.84%
Contracted Services	$10,000	0.38%
Capital outlay - Expendable	$3,000	0.11%

FY28 Expenditures by Expense Type



Salaries & Wages	$1,586,497	57.69%
Benefits	$713,893	25.96%
Internal Services	$388,423	14.12%
Services & Supplies	$48,270	1.76%
Contracted Services	$10,000	0.36%
Capital outlay - Expendable	$3,000	0.11%

Expenditures by Expense Type

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Salaries & Wages	$1,251,358	$1,445,115	$1,445,115	$1,532,998	$1,586,497
Benefits	$456,195	$619,934	$619,934	$673,394	$713,893
Services & Supplies	$49,679	$47,470	$47,470	$48,270	$48,270
Internal Services	$305,288	$321,123	$321,123	$357,197	$388,423
Contracted Services	$2,451	$10,000	$10,000	$10,000	$10,000
Professional Consulting	$3,275	-	-	-	-
Capital outlay - Expendable	$5,847	$3,000	$3,000	$3,000	$3,000
Total Expenditures	**$2,074,094**	**$2,446,642**	**$2,446,642**	**$2,624,859**	**$2,750,083**

Expenditures by Fund

Expenditures by Fund

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
General Fund	$1,966,426	$2,446,642	$2,446,642	$2,624,859	$2,750,083
American Rescue Plan Act(ARPA)	$107,667	-	-	-	-
Total Expenditures	**$2,074,094**	**$2,446,642**	**$2,446,642**	**$2,624,859**	**$2,750,083**

City Clerk's Office

The City Clerk's Office includes two functions: City Clerk and Elections. The City Clerk's Office is responsible for administering municipal elections, maintaining official City records and financial statements, passport services, the preparation of agendas and minutes of City Council meetings, and coordinating Commission and Committee appointments.

Accomplishments for Fiscal Year 2024-25 and 2025-26

- Prepared and administered the 2024 General Municipal Election, the City's first district-based election, which included two City-driven measures.
- Continued to hold two Passport Acceptance Fairs per year and enhanced passport services by adding an option for photos.
- Continued to increase public access to records via the online records portal.
- Continued Records Management implementation and updated documents to reflect the move to electronic records management.
- Completed the implementation of the integration between Laserfiche and Energov.
- Launched new online streaming of City Council and Planning Commission meetings.
- Implemented new technologies and adopted new policies for the implementation of new Brown Act regulations.

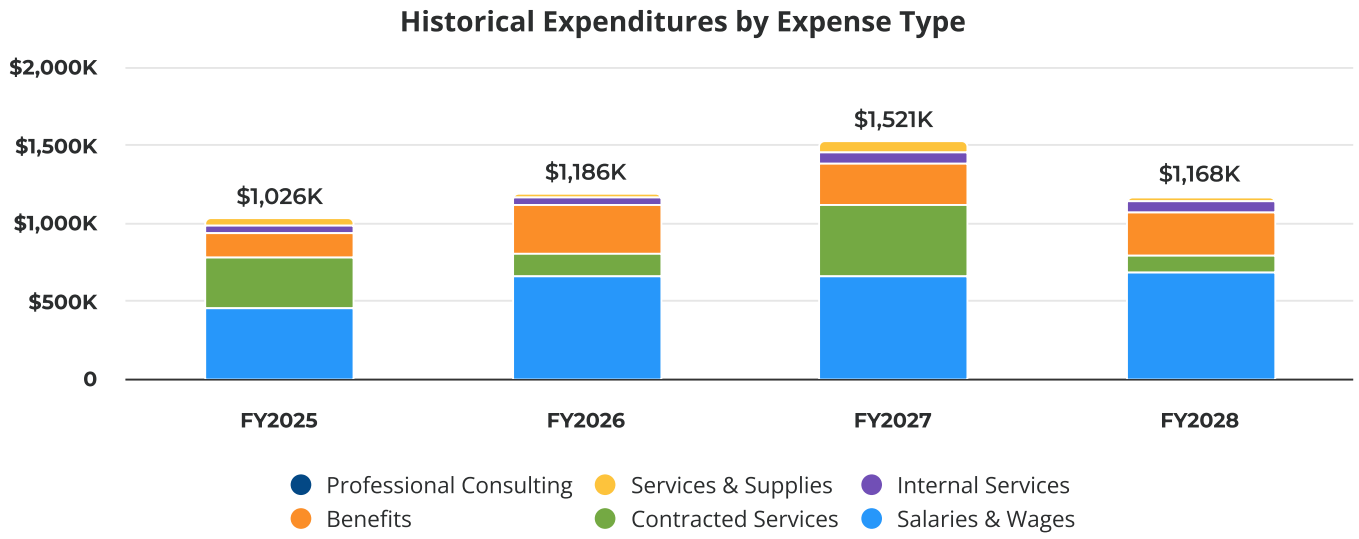
Performance Measure	FY 2024 - 25 Projection	FY 2025 - 26 Projection	Results
Records added to or updated in Laserfiche	25,000	30,000	FY 24-25 = 26,596
Boxes of paper records destroyed	200	200	60
Median number of days to fulfill Public Records Requests	7	7	7
Passport Applications Processed	1,800	1,800	1,500

Objectives and Key Performance Measures for Fiscal Year 2026-27 and 2027-28

- Prepare and administer the 2026 General Municipal Election.
- Continue to hold two Passport Acceptance Fairs per year. Continue to increase public access to records via the online records portal.
- Continue records management implementation and modernize Laserfiche to reflect the move to electronic records management.
- Implement new public meeting requirements under the Brown Act and expand access to commission meetings.
- Implement a new agenda software that improves online access to public meetings and public information.

Performance Measure	FY 2026 - 27 Projection	FY 2027 - 28 Projection
Records added to or updated in Laserfiche	30,000	30,000
Boxes of paper records destroyed	200	200
Median number of days to fulfill Public Records Requests	7	7
Passport Applications Processed	1,500	1,500

Expenditures by Expense Type

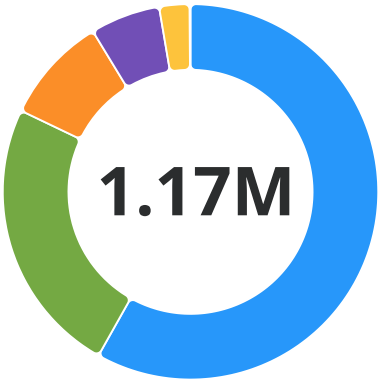


FY27 Expenditures by Expense Type



Salaries & Wages	$656,540	43.16%
Contracted Services	$457,772	30.10%
Benefits	$263,368	17.31%
Services & Supplies	$71,380	4.69%
Internal Services	$71,096	4.67%
Professional Consulting	$900	0.06%

FY28 Expenditures by Expense Type



Salaries & Wages	$679,117	58.14%
Benefits	$279,785	23.95%
Contracted Services	$107,560	9.21%
Internal Services	$70,148	6.01%
Services & Supplies	$30,480	2.61%
Professional Consulting	$900	0.08%

Expenditures by Expense Type

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Salaries & Wages	$453,852	$657,349	$657,349	$656,540	$679,117
Benefits	$162,695	$310,734	$310,734	$263,368	$279,785
Services & Supplies	$43,322	$20,525	$20,525	$71,380	$30,480
Internal Services	$43,726	$47,265	$47,265	$71,096	$70,148
Contracted Services	$321,399	$147,560	$284,698	$457,772	$107,560
Professional Consulting	$900	$2,400	$2,400	$900	$900
Total Expenditures	**$1,025,895**	**$1,185,833**	**$1,322,971**	**$1,521,056**	**$1,167,990**

Expenditures by Fund

Expenditures by Fund

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
General Fund	$1,025,895	$1,185,833	$1,322,971	$1,521,056	$1,167,990
Total Expenditures	**$1,025,895**	**$1,185,833**	**$1,322,971**	**$1,521,056**	**$1,167,990**

Community Engagement

The Community Engagement Division manages the City's public information and community engagement efforts through media relations, digital communications, and multimedia production. Responsibilities include issuing press releases and media advisories; managing website and social media content; producing the Mayor's State of the City Address; coordinating emergency alert notifications; and developing print and visual materials such as the Activity Guide, flyers, brochures, advertisements, and video content to promote programs and inform the community.

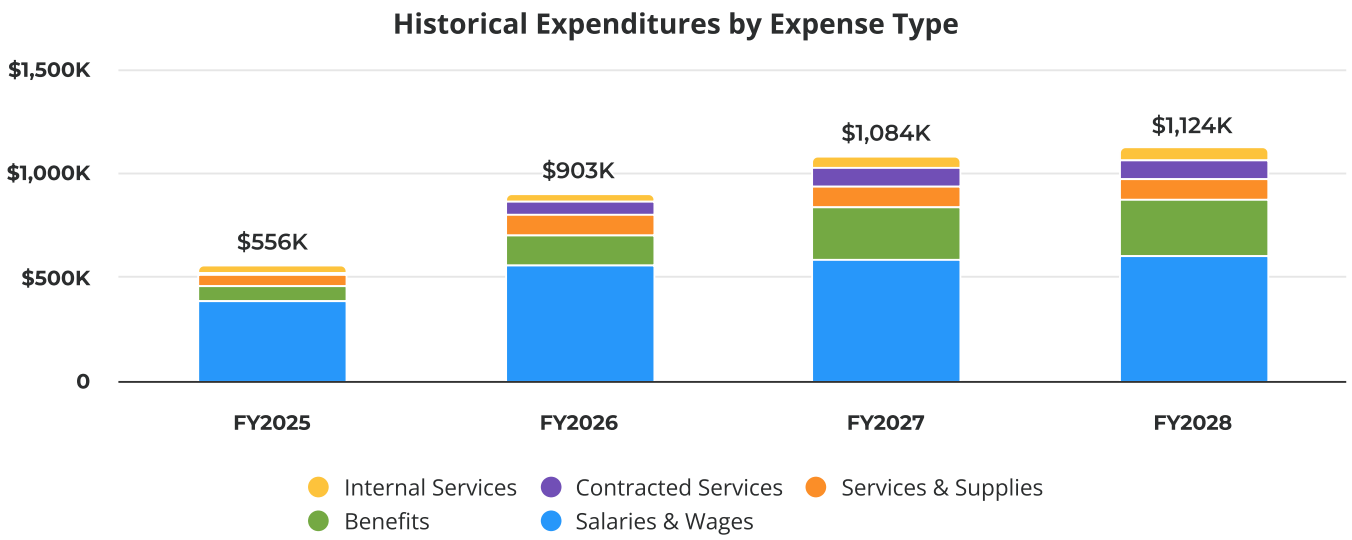
Accomplishments for Fiscal Year 2024-25 and 2025-26

- Introduced the Dublin Digest weekly electronic newsletter.
- Launched the bi-weekly Mayor's Report, a community video series that delivers timely and relevant news to residents.
- Redesigned the Dublin Police Services Annual Report into a two-page fact sheet to improve accessibility and reader engagement.
- Produced a seven-part video series on e-bikes, e-scooters, and micromobility devices.
- Initiated a City brand refresh, including a new color palette.
- Began a website redesign and vendor transition (in progress).
- Partnered with Public Works on the community outreach for the 2026 Street Lighting Assessment District.

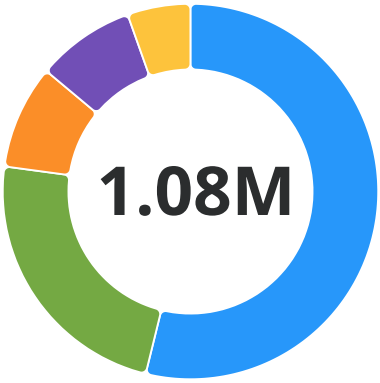
Objectives and Key Performance Measures for Fiscal Year 2026-27 and 2027-28

- Collaborate with all City departments to support communication and outreach efforts that promote City services, initiatives, projects, and programs through integrated media, digital, and print strategies.
- Develop targeted video content to support major City projects and initiatives.
- Maintain and enhance proactive media relations, digital communications, and public information efforts, including press releases, media advisories, website updates, social media content, and emergency alert notifications.
- Produce high-quality print, visual, and multimedia materials, including activity guides, brochures, flyers, posters, signage, banners, advertisements, newsletters, and video content to support City programs and community engagement.
- Design and implement a new City website in partnership with Revize, ensuring improved user experience, content management functionality, and alignment with WCAG 2.1 Level AA standards.
- Prepare to comply with WCAG 2.1 Level AA accessibility standards, ensuring all digital communications produced by the division meet required accessibility guidelines, including remediation of existing materials and integration of accessible design practices into ongoing workflows.
- Obtain and utilize a drone pilot license to capture aerial photography and video of City infrastructure, parks, trails, and development projects to enhance storytelling and visual communication.

Expenditures by Expense Type



FY27 Expenditures by Expense Type



Salaries & Wages	$583,677	53.84%
Benefits	$252,593	23.30%
Services & Supplies	$97,020	8.95%
Contracted Services	$92,033	8.49%
Internal Services	$58,865	5.43%

FY28 Expenditures by Expense Type



Salaries & Wages	$603,842	53.72%
Benefits	$268,448	23.88%
Services & Supplies	$97,020	8.63%
Contracted Services	$92,033	8.19%
Internal Services	$62,756	5.58%

Expenditures by Expense Type

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Salaries & Wages	$385,196	$553,622	$553,622	$583,677	$603,842
Benefits	$73,081	$145,436	$145,436	$252,593	$268,448
Services & Supplies	$49,248	$97,020	$97,020	$97,020	$97,020
Internal Services	$39,145	$40,045	$40,045	$58,865	$62,756
Contracted Services	$9,102	$66,500	$66,500	$92,033	$92,033
Total Expenditures	**$555,772**	**$902,623**	**$902,623**	**$1,084,188**	**$1,124,099**

Expenditures by Fund

Expenditures by Fund

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
General Fund	$555,772	$902,623	$902,623	$1,084,188	$1,124,099
Total Expenditures	**$555,772**	**$902,623**	**$902,623**	**$1,084,188**	**$1,124,099**

Economic Development

The Economic Development Division is responsible for activities to attract, retain, and expand businesses; preparation of economic reports; development of business marketing materials and resources; and implementation of key programs such as the Business Concierge Services, Business Anniversary Recognition, Business Visitations, and Citywide Street Banners. The Division also administers the City's Business License Program, oversees business support and incentive programs, and leads the implementation of the City's Economic Development Strategy.

Economic Development staff actively participate in regional initiatives, including, the East Bay Economic Development Alliance, i-GATE, East Bay Leadership Council, Startup Tri-Valley, Innovation Tri-Valley Leadership Group, and Visit Tri-Valley. Staff partners with the East Bay Small Business Development Center, Tri-Valley Career Center, and the Dublin Chamber of Commerce to support small businesses. In addition, Staff engages in professional organizations such as the California Association for Local Economic Development (CALED), International Council of Shopping Centers (ICSC), and the Urban Land Institute (ULI).

The Division provides direct support to businesses through Commercial Facade Improvement Grants, Small Business Assistance, Shop Local Campaigns, and Small Business Navigator support services. It also plays an active role in advancing key development efforts, including the Downtown Dublin project, the Dublin Centre project, and the Fallon East Economic Development Zone.

Accomplishments for Fiscal Year 2024-25 and 2025-26

- Advanced implementation of key economic development initiatives, including adoption of the updated Economic Development Strategy, launch of the Economic Development Branding and Marketing Strategy, and establishment of annual department priorities.
- Successfully transitioned the City's business license system to HdL and implemented new business registration to streamline associated processes for businesses.
- Expanded and administered business assistance and incentive programs, including Small Business Assistance Program, Commercial Façade Improvement Grants, Sewer Capacity Assistance Program, and other business support initiatives.
- Strengthened relationships with the business community through business visitations, driving tours, roundtables, open office hours, and direct business outreach.
- Led and supported high-profile regional partnerships and innovation-focused initiatives with organizations such as Startup Tri-Valley, Innovation Tri-Valley, East Bay Economic Development Alliance, i-Gate, and Visit Tri-Valley.
- Organized and sponsored economic development and innovation events, including AI Summit events, women's health innovation programming, and Startup Tri-Valley collaboration events.
- Enhanced business communication and outreach efforts through the Dublin Business Brief newsletter, Small Business Spotlights, social media campaigns, surveys, and business resource materials such as the "Entitlement Process Guide."
- Facilitated community engagement and business networking opportunities through Small Business Night at the Farmers' Market, Donuts and Discussion events, and community safety outreach.
- Earned regional recognition for the City's economic development efforts, including receiving the CALED Award of Merit for the Economic Development Strategy & Element and supporting East Bay Innovation Award nominations and recipients.
- Developed and updated business support materials and resources, including the "How to Start a Business Guide," "Outsmart Disaster Guide," Small Business Navigator Program brochure, and business marketing materials.

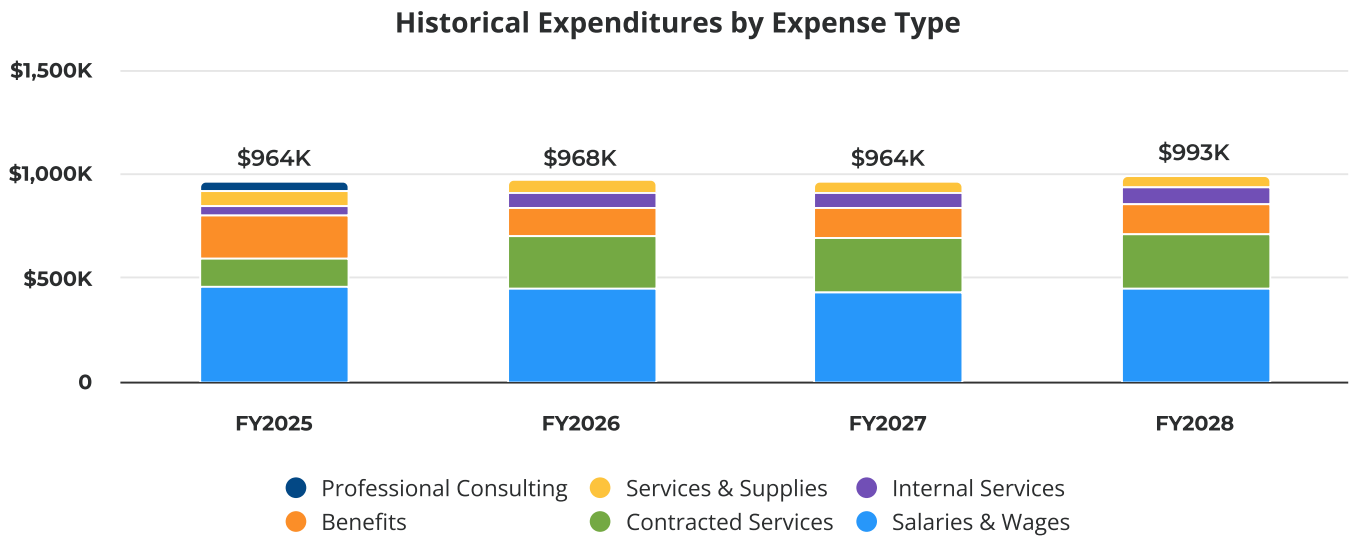
Performance Measure	FY 2024 - 25 Projection	FY 2025 - 26 Projection	Accomplishments
Number of businesses assisted via the Small Business Navigator Program.	10	10	FY 2024-25 = 8 FY 2025-26 = 9
Number of inquiries addressed through the Business Concierge Program.	75	75	FY 2024-25 = 323 FY 2025-26 = 525
Number of events hosted to support local businesses.	5	5	FY 2024-25 = 6 FY 2025-26 = 5

Objectives and Key Performance Measures for Fiscal Year 2026-27 and 2027-28

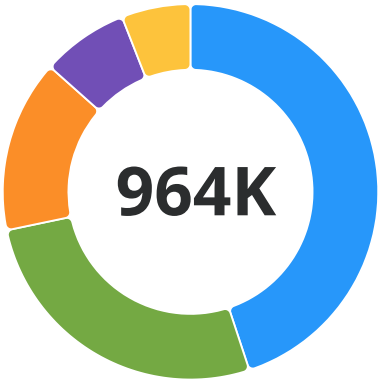
- Strengthen the Business Concierge Program and related business resources to provide a high level of coordinated customer-focused support to existing and prospective businesses.
- Implement the Economic Development Strategy to continue to diversify and strengthen the City's economic vitality.
- Administer the Business License Program and enhance processes to improve customer experience and efficiency.
- Administer and continuously improve business support services.
- Maintain collaboration with property owners east of Fallon Road to progress the extension of the Dublin Boulevard-North Canyons Parkway extension project, the Fallon Road Economic Development Zone, and associated mitigation strategies and funding avenues.
- Advance the Downtown Dublin project, including the exploration of funding options.
- Advance the Dublin Centre project, including business attraction.

Performance Measure	FY 2026 - 27 Projection	FY 2027 - 28 Projection
Number of businesses supported through City programs (grants, Navigator Program, etc.).	10	10
Number of inquiries addressed through the Business Concierge Program.	200	200
Number of Commercial and Home Occupation licenses processed.	100	100

Expenditures by Expense Type

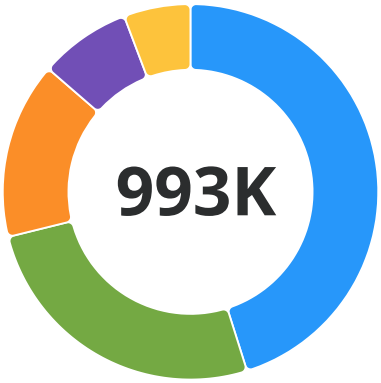


FY27 Expenditures by Expense Type



Salaries & Wages	$433,031	44.92%
Contracted Services	$258,240	26.79%
Benefits	$143,303	14.87%
Internal Services	$72,066	7.48%
Services & Supplies	$57,278	5.94%

FY28 Expenditures by Expense Type



Salaries & Wages	$448,055	45.13%
Contracted Services	$258,240	26.01%
Benefits	$150,991	15.21%
Internal Services	$78,419	7.90%
Services & Supplies	$57,053	5.75%

Expenditures by Expense Type

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Salaries & Wages	$459,829	$443,129	$443,129	$433,031	$448,055
Benefits	$204,616	$134,544	$134,544	$143,303	$150,991
Services & Supplies	$73,052	$56,878	$56,878	$57,278	$57,053
Internal Services	$47,974	$75,482	$75,482	$72,066	$78,419
Contracted Services	$134,327	$258,240	$486,434	$258,240	$258,240
Professional Consulting	$44,086	-	$172,257	-	-
Total Expenditures	**$963,884**	**$968,273**	**$1,368,724**	**$963,918**	**$992,758**

Expenditures by Fund

Expenditures by Fund

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
General Fund	$839,585	$868,273	$881,540	$863,918	$892,758
General Fund Designated Reserv	$4,289	-	$158,990	-	-
Small Business Assistance	-	$100,000	$100,000	$100,000	$100,000
American Rescue Plan Act(ARPA)	$120,010	-	$228,194	-	-
Total Expenditures	**$963,884**	**$968,273**	**$1,368,724**	**$963,918**	**$992,758**

Civic and Strategic Affairs

The Civic and Strategic Affairs Division funds activities that are not allocated to a specific operating department. The following programs are included: Community Television, Emergency Preparedness, Animal Control, Legislation, Federal Military Communities Committee, and wireless telecommunication. The Community Television function includes funding for and oversight of Tri-Valley Community Television, a non-profit corporation, which provides education and government cable television access to the Tri-Valley area, including the City of Dublin. The Emergency Preparedness function provides for training and activities for Dublin staff who are designated disaster service workers, and related equipment and supplies. The Animal Control function provides for shelter and enforcement provided under contract with Alameda County. The Legislation function includes state and federal legislative relationships and management of the City of Dublin's Legislative Platform. The Federal Military Communities Committee services to work with the local federal partners, including Parks Reserve Forces Training Area (Camp Parks) and veterans' affairs groups. The Wireless Telecommunication function manages the micro and macro-cell telecommunication facilities throughout the City of Dublin.

Accomplishments for Fiscal Year 2024-25 and 2025-26

- Honored seven individuals in 2025 and nine individuals in 2026 through the City's Military Banner Program.
- Offered a Coffee with PRFTA (Camp Parks) Command Staff event to introduce PRFTA leadership to the Dublin community.
- Provided a letter of support for the expansion of the Camp Parks Morale, Welfare, and Recreation Programs.
- Partially activated the Emergency Operations Center for the St. Patrick's Day Festival (2025).
- Provided Third Grade school tours for students at Dublin Elementary and John Green Elementary School.
- Received an $850,000 Community Project Funding grant for the Village Parkway Reconstruction and Complete Streets project.
- Unanimously approved Resolution 110-25 formally opposing any future reuse of FCI Dublin as a detention facility.
- Prepared the 2025 and 2026 Legislative Platforms to set the City's position on legislative matters.
- Conducted a fireworks analysis and updated the City's Fireworks Ordinance to create clarity on legal and illegal usage.
- Held Personal Emergency Preparedness classes, led by Alameda County Fire Department.
    - FY 2024-25 -Hosted approximately 120 registrants for the four classes
    - FY 2025-26 -Hosted approximately 200 registrants for the four classes
- Provided the 2025 CERT Academy, led by Alameda County Fire Department, which included 30 participants.
- Provided the 2026 CERT Academy, led by Alameda County Fire Department, which included 40 participants.
- Hosted two community events related to fire safety and preparedness, which had 100 attendees at both events.
- Provided an update to the City Council on the City's fire preparedness activities.
- Conducted a functional Emergency Operations Center exercise in FY 2024-25, with approximately 50 staff from all departments participating. Held an additional exercise in FY 2025-26, with approximately 55 staff from all departments participating.
- Provided Emergency Operations Center section trainings for all assigned staff. In total, all five sections were covered with 55 staff attending.

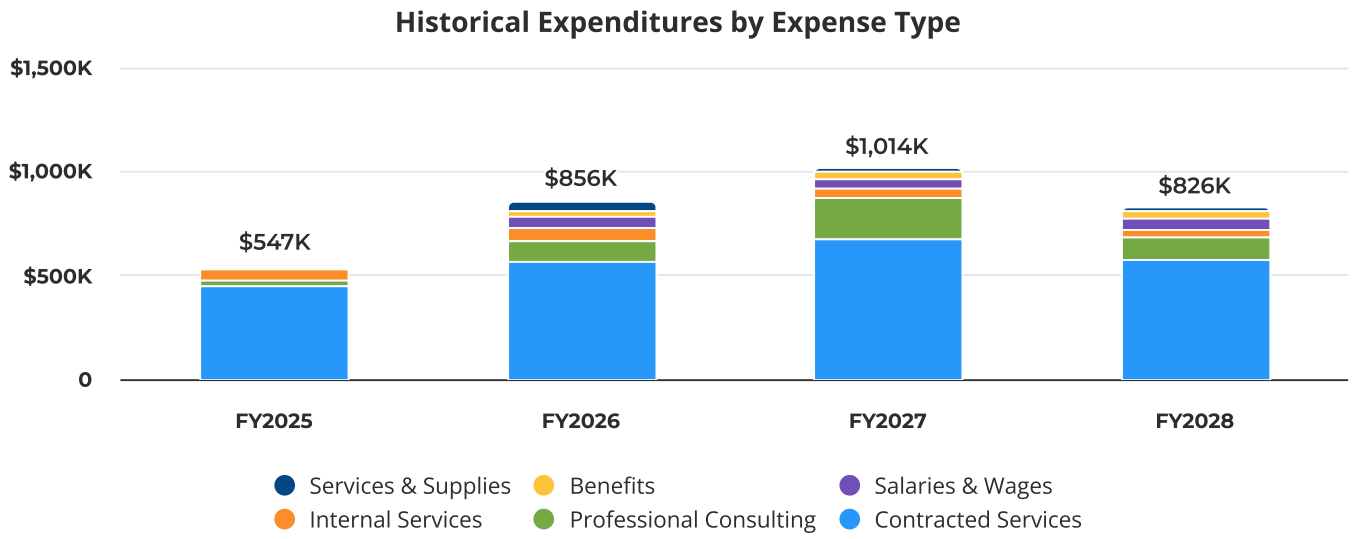
Performance Measure	FY 2024 - 25 Projection	FY 2025 - 26 Projection	Results
Number of community emergency preparedness training conducted.	4	6	FY 2024-25 = 5 FY 2025-26 = Offered 6, Conducted 5
Number of functional emergency operations plan annexes prepared.	2	4	FY 2024-25 = 0 FY 2025-26 = 0

Objectives and Key Performance Measures for Fiscal Year 2026-27 and 2027-28

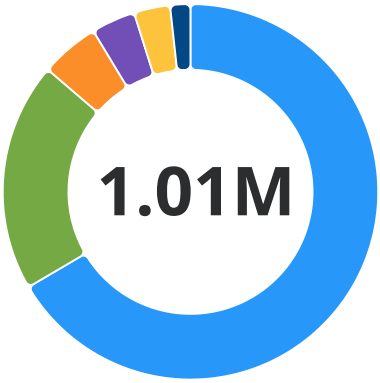
- Conduct Disaster Emergency Training: Emergency Operation Center Sections, NIMS/SEMS FEMA Trainings, VEOCI bootcamps, and others.
- Conduct a full-scale functional Emergency Operations Center exercise.
- Increase the number of community emergency preparedness trainings.
- Complete annual calendar of community trainings to be offered by Alameda County Fire Department, including an annual Community Emergency Response Team academy.
- Conduct an analysis of the Animal Control program due to the departure of one of the member agencies.

Performance Measure	FY 2026 - 27 Projection	FY 2027 - 28 Projection
Number of community emergency preparedness trainings	7	8
Number of functional emergency operations plan annexes	8	1
Emergency Operations Center Section Trainings	5	5

Expenditures by Expense Type

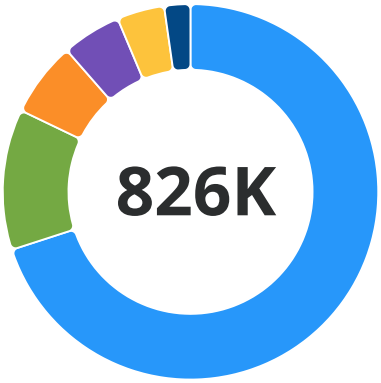


FY27 Expenditures by Expense Type



Contracted Services	$674,486	66.54%
Professional Consulting	$200,000	19.73%
Salaries & Wages	$51,481	5.08%
Internal Services	$38,394	3.79%
Benefits	$31,701	3.13%
Services & Supplies	$17,600	1.74%

FY28 Expenditures by Expense Type



Contracted Services	$578,284	70.01%
Professional Consulting	$100,000	12.11%
Salaries & Wages	$53,250	6.45%
Internal Services	$42,121	5.10%
Benefits	$33,750	4.09%
Services & Supplies	$18,600	2.25%

Expenditures by Expense Type

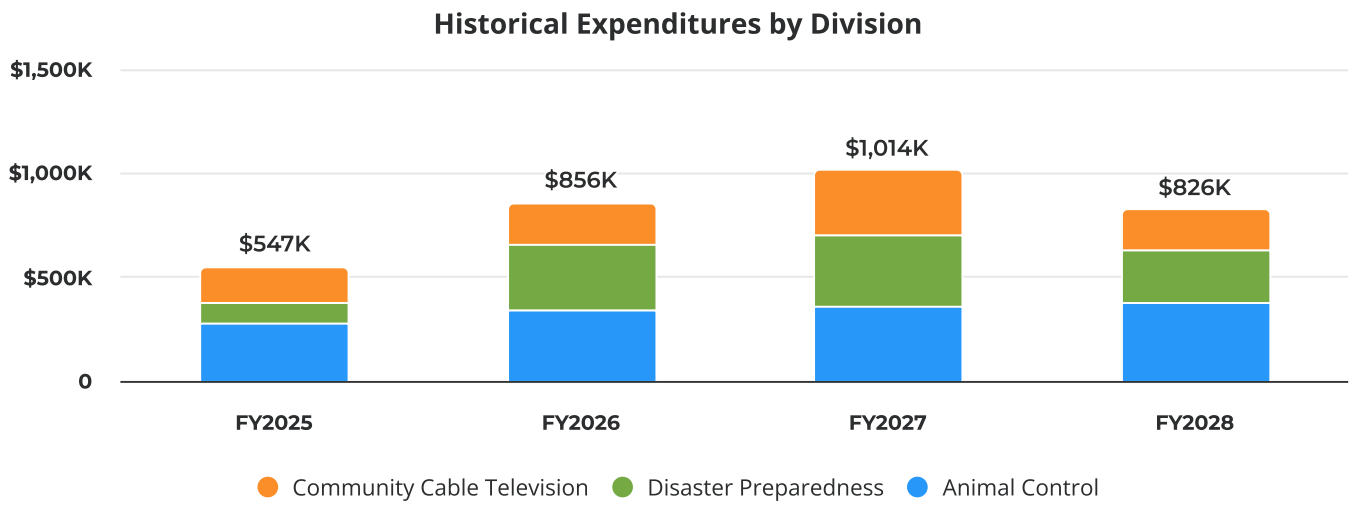
Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Salaries & Wages	-	$50,622	$50,622	$51,481	$53,250
Benefits	$11,398	$29,901	$29,901	$31,701	$33,750
Services & Supplies	$6,668	$46,300	$46,300	$17,600	$18,600
Internal Services	$56,603	$60,645	$60,645	$38,394	$42,121
Contracted Services	$449,315	$568,121	$585,934	$674,486	$578,284
Professional Consulting	$23,038	$100,000	$239,086	$200,000	$100,000
Total Expenditures	**$547,022**	**$855,589**	**$1,012,488**	**$1,013,662**	**$826,005**

Expenditures by Fund

Expenditures by Fund

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
General Fund	$514,319	$820,589	$959,675	$858,017	$791,005
Cable TV Facilities	$32,703	$35,000	$52,813	$155,645	$35,000
Total Expenditures	**$547,022**	**$855,589**	**$1,012,488**	**$1,013,662**	**$826,005**

Expenditures by Division

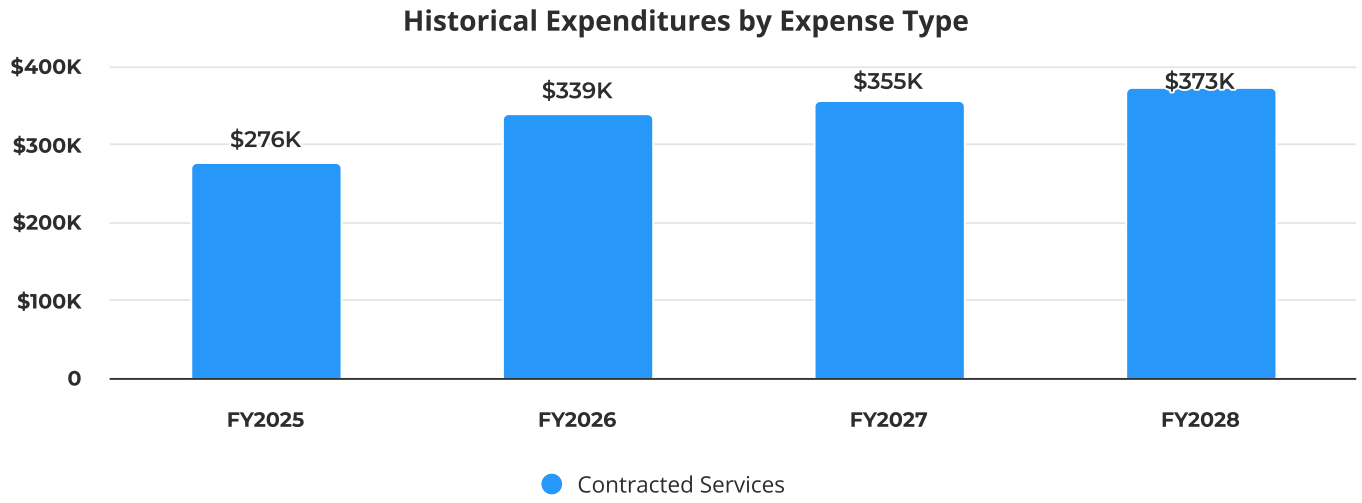


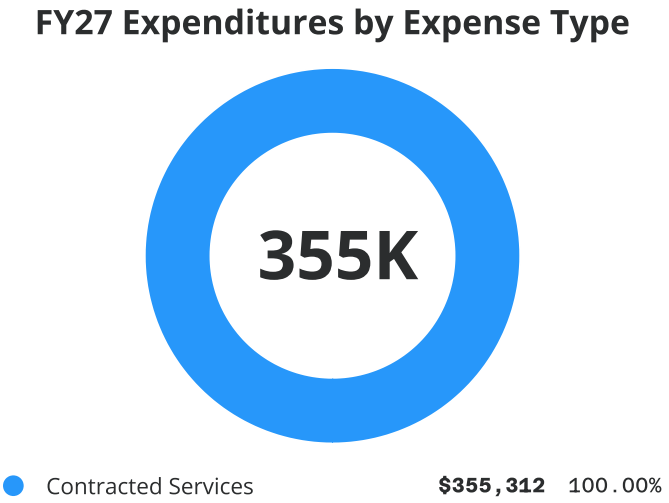
Expenditures by Division

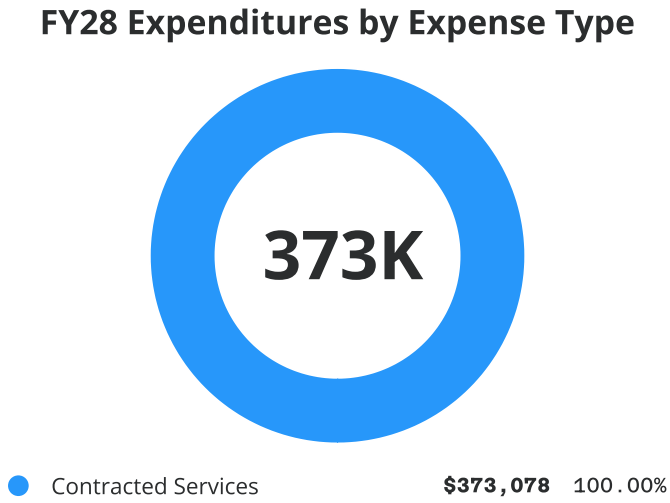
Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Disaster Preparedness	$97,706.82	$317,318.00	$456,403.90	$349,176.00	$257,721.00
Animal Control	$276,393.50	$339,345.10	$339,345.10	$355,312.31	$373,078.08
Community Cable Television	$172,921.43	$198,926.00	$216,739.00	$309,174.00	$195,206.00
Total Expenditures	**$547,021.75**	**$855,589.10**	**$1,012,488.00**	**$1,013,662.31**	**$826,005.08**

Animal Control

Expenditures by Expense Type







Expenditures by Expense Type

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Contracted Services	$276,394	$339,345	$339,345	$355,312	$373,078
Total Expenditures	**$276,394**	**$339,345**	**$339,345**	**$355,312**	**$373,078**

Expenditures by Fund

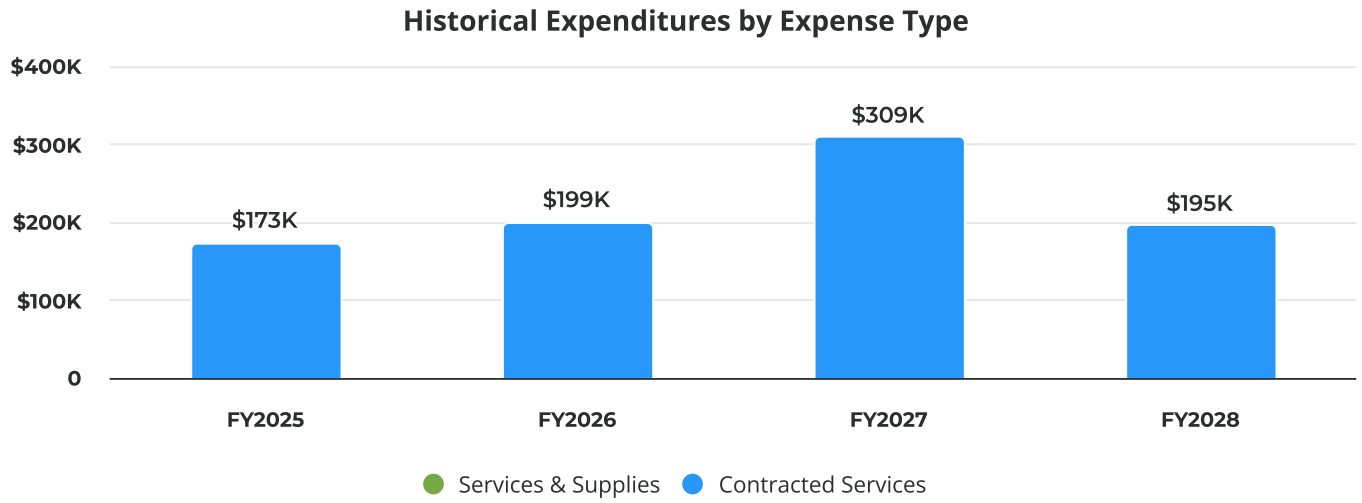
Expenditures by Fund

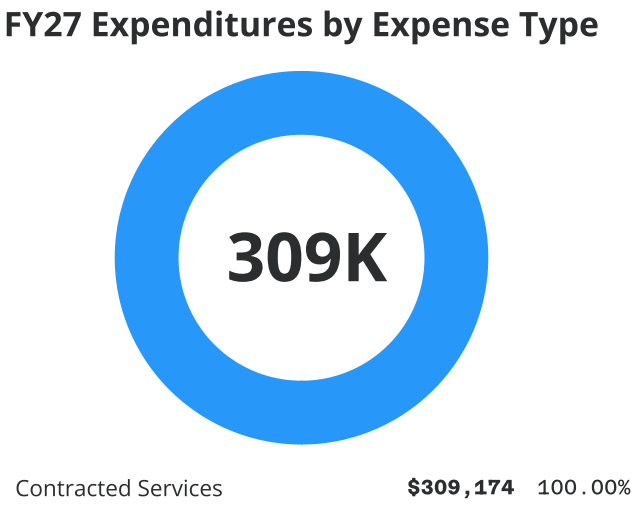
Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
General Fund	$276,394	$339,345	$339,345	$355,312	$373,078
Total Expenditures	**$276,394**	**$339,345**	**$339,345**	**$355,312**	**$373,078**

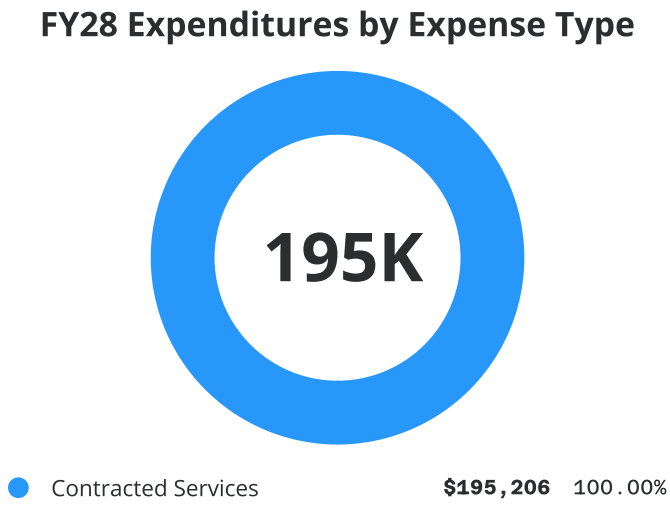
Attachment #2

Community Cable Television

Expenditures by Expense Type







Expenditures by Expense Type

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Services & Supplies	-	$150	$150	-	-
Contracted Services	$172,921	$198,776	$216,589	$309,174	$195,206
Total Expenditures	**$172,921**	**$198,926**	**$216,739**	**$309,174**	**$195,206**

Expenditures by Fund

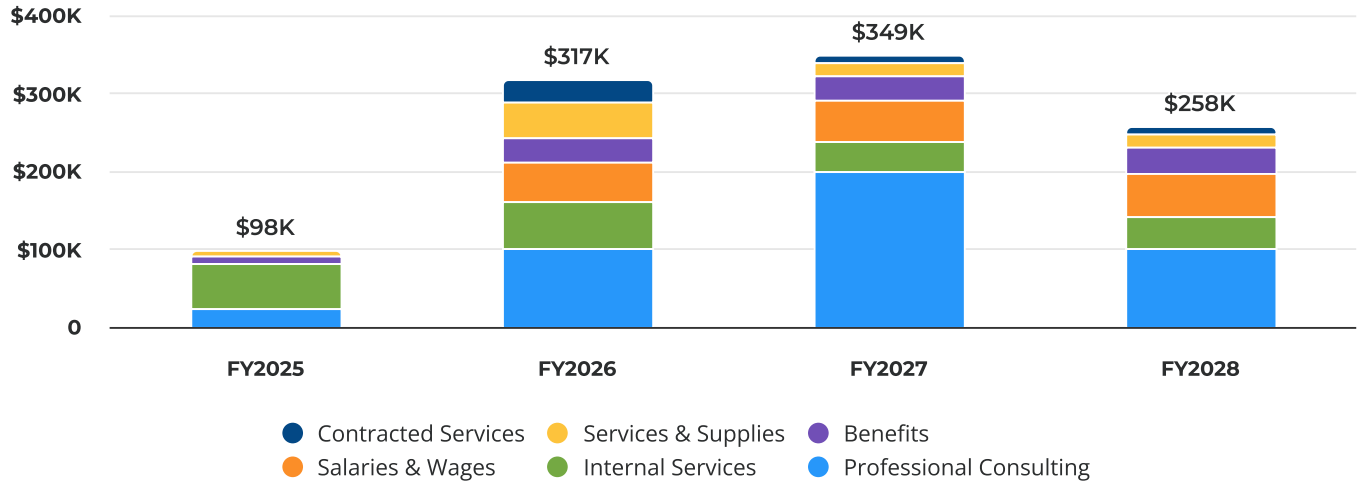
Expenditures by Fund

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
General Fund	$140,218	$163,926	$163,926	$153,529	$160,206
Cable TV Facilities	$32,703	$35,000	$52,813	$155,645	$35,000
Total Expenditures	**$172,921**	**$198,926**	**$216,739**	**$309,174**	**$195,206**

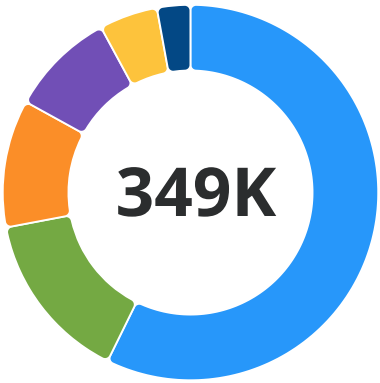
Disaster Preparedness

Expenditures by Expense Type

Historical Expenditures by Expense Type

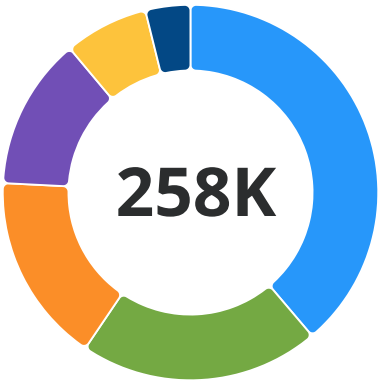


FY27 Expenditures by Expense Type



Professional Consulting	$200,000	57.28%
Salaries & Wages	$51,481	14.74%
Internal Services	$38,394	11.00%
Benefits	$31,701	9.08%
Services & Supplies	$17,600	5.04%
Contracted Services	$10,000	2.86%

FY28 Expenditures by Expense Type



Professional Consulting	$100,000	38.80%
Salaries & Wages	$53,250	20.66%
Internal Services	$42,121	16.34%
Benefits	$33,750	13.10%
Services & Supplies	$18,600	7.22%
Contracted Services	$10,000	3.88%

Expenditures by Expense Type

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Salaries & Wages	-	$50,622	$50,622	$51,481	$53,250
Benefits	$11,398	$29,901	$29,901	$31,701	$33,750
Services & Supplies	$6,668	$46,150	$46,150	$17,600	$18,600
Internal Services	$56,603	$60,645	$60,645	$38,394	$42,121
Contracted Services	-	$30,000	$30,000	$10,000	$10,000
Professional Consulting	$23,038	$100,000	$239,086	$200,000	$100,000

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Total Expenditures	**$97,707**	**$317,318**	**$456,404**	**$349,176**	**$257,721**

Expenditures by Fund

Expenditures by Fund

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
General Fund	$97,707	$317,318	$456,404	$349,176	$257,721
Total Expenditures	**$97,707**	**$317,318**	**$456,404**	**$349,176**	**$257,721**

Human Resources

The Human Resources Department oversees the City's employee recruitment and selection, classification, compensation, benefit administration, workplace safety and risk management (ergonomics, workers' compensation, safety compliance), employee training, recognition programs, and related projects.

Accomplishments for Fiscal Year 2024-25 and 2025-26

- Administered the City's health and welfare benefit programs.
- Conducted targeted recruitment efforts that attracted diverse and qualified applicant pools across all City departments.
- Planned and facilitated employee engagement and recognition programs, including employee appreciation events and activities designed to promote morale, teamwork, and organizational culture.
- Managed the City's risk management programs, including oversight of the Safety Committee and completion of annual City property inspections.
- Developed and delivered training to all City employees on the City's new Workplace Violence Prevention Policy.
- Reviewed and updated administrative policies to address outdated practices and ensure compliance with statutory and regulatory changes.
- Completed biennial harassment prevention training for all staff in compliance with State law.
- Conducted classification and compensation studies to support organizational growth and the creation of new positions.
- Served as a Board Member and assisted with the dissolution process of the Cities Group insurance pool.
- Successfully transitioned the City to a self-funded workers' compensation program, improving cost control, claims oversight, and program flexibility.
- Recovered approximately $375,000 in damages to City property through insurance claim administration and subrogation efforts.
- Enhanced the functionality of the City's HRIS, recruitment, and onboarding systems, improving efficiency and reducing administrative redundancies.
- Supported implementation of initiatives that advanced the City's diversity, equity, inclusion, and belonging (DEIB) efforts.

Performance Measure	FY 2024 - 25 Projection	FY 2025 - 26 Projection	Results
Percent of staff trained in harassment prevention.	100%	100%	100%
Percent of staff trained in the Standardized Emergency Management System (for staff assigned as disaster service workers).	100%	100%	100%

Attachment #2

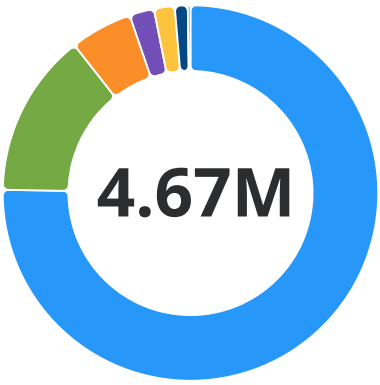
Objectives and Key Performance Measures for Fiscal Year 2026-27 and 2027-28

- Administer the City's health and welfare benefit programs while evaluating opportunities to maintain competitive and cost-effective employee benefits.
- Continue recruitment efforts to attract diverse and qualified applicant pools and support organizational workforce needs.
- Continue to develop and facilitate employee engagement and recognition programs that support employee morale, strengthen organizational culture, and promote employee retention.
- Manage the City's risk management programs, including Safety Committee oversight, annual property inspections, workers' compensation administration, and pursuit of cost recovery for damages to City property.
- Continue implementation and oversight of the City's self-funded workers' compensation program, including monitoring claims trends, evaluating program performance, and identifying opportunities for cost containment and risk reduction.
- Complete biennial harassment prevention training for all Staff in compliance with State law.
- Review and update administrative policies to ensure compliance with statutory and regulatory changes and alignment with organizational best practices.
- Review and update City job specifications to ensure they remain accurate, legally compliant, and aligned with operational needs and performance expectations.
- Continue to enhance the functionality and utilization of the City's HRIS, recruitment, and onboarding systems to improve efficiency and service delivery.
- Facilitate the Fiscal Year 2027-28 employee compensation review process, including market analysis, classification review, and recommendations to maintain competitiveness and internal equity.
- Complete a comprehensive review and revision of the City's Injury and Illness Prevention Plan (IIPP) and implement updated workplace safety training citywide to ensure ongoing compliance and employee awareness.
- Support implementation of the City's ADA and digital accessibility initiatives, including policy development, training, and compliance efforts to improve accessibility of City services and communications.

Performance Measure	FY 2026-27 Projection	FY 2027-28 Projection
Mandatory Training Compliance Rate	100%	100%
Vacancy Rate	Below 8%	Below 8%
Job Specification Revisions	15	10
Administrative Policy Reviewed/ Updated	5	5

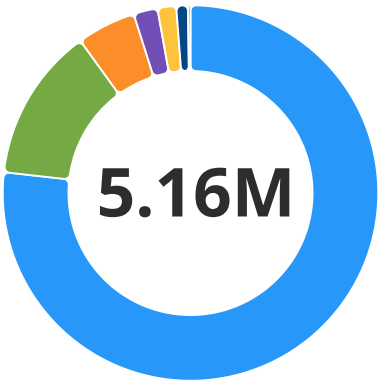
Expenditures by Expense Type

FY27 Expenditures by Expense Type



Services & Supplies	$3,518,432	75.27%
Salaries & Wages	$660,807	14.14%
Benefits	$249,996	5.35%
Internal Services	$99,047	2.12%
Professional Consulting	$83,000	1.78%
Contracted Services	$51,861	1.11%
Capital outlay - Expendable	$11,000	0.24%

FY28 Expenditures by Expense Type



Services & Supplies	$3,960,746	76.78%
Salaries & Wages	$683,458	13.25%
Benefits	$262,540	5.09%
Internal Services	$106,235	2.06%
Professional Consulting	$83,000	1.61%
Contracted Services	$51,861	1.01%
Capital outlay - Expendable	$11,000	0.21%

Expenditures by Expense Type

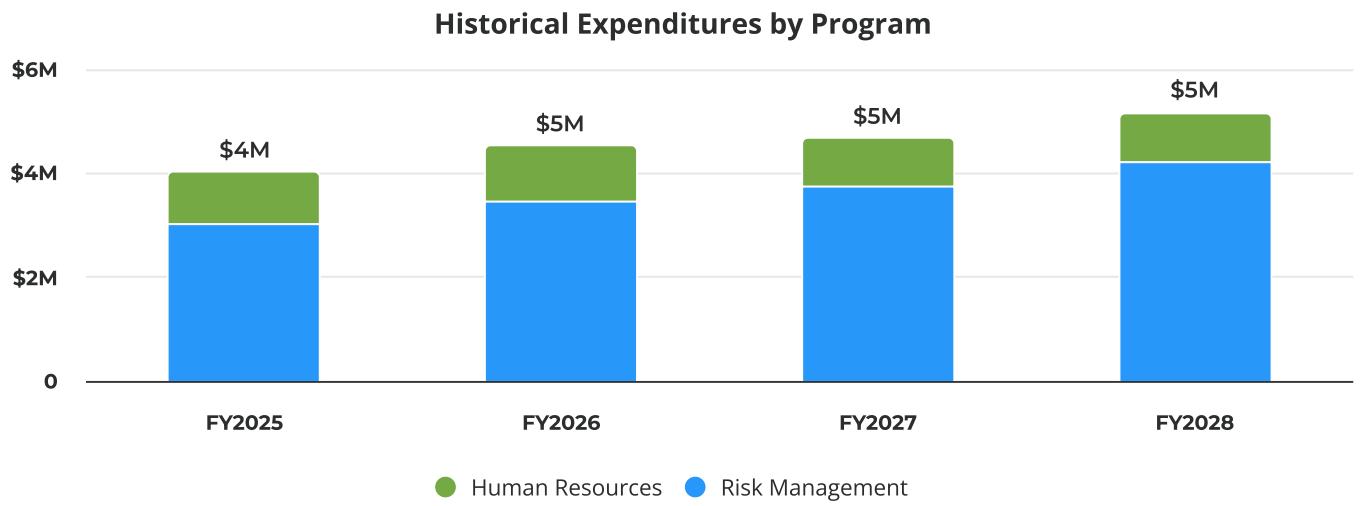
Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Salaries & Wages	$638,982	$660,139	$660,139	$660,807	$683,458
Benefits	$239,229	$284,686	$284,686	$249,996	$262,540
Services & Supplies	$2,850,221	$3,302,432	$3,302,432	$3,518,432	$3,960,746
Internal Services	$148,129	$159,009	$159,009	$99,047	$106,235
Contracted Services	$79,284	$51,861	$51,861	$51,861	$51,861
Professional Consulting	$64,292	$53,000	$62,880	$83,000	$83,000
Capital outlay - Expendable	$5,347	$11,000	$11,000	$11,000	$11,000
Total Expenditures	**$4,025,484**	**$4,522,127**	**$4,532,007**	**$4,674,143**	**$5,158,840**

Expenditures by Fund

Expenditures by Fund

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
General Fund	$4,025,484	$4,522,127	$4,532,007	$4,674,143	$5,158,840
Total Expenditures	**$4,025,484**	**$4,522,127**	**$4,532,007**	**$4,674,143**	**$5,158,840**

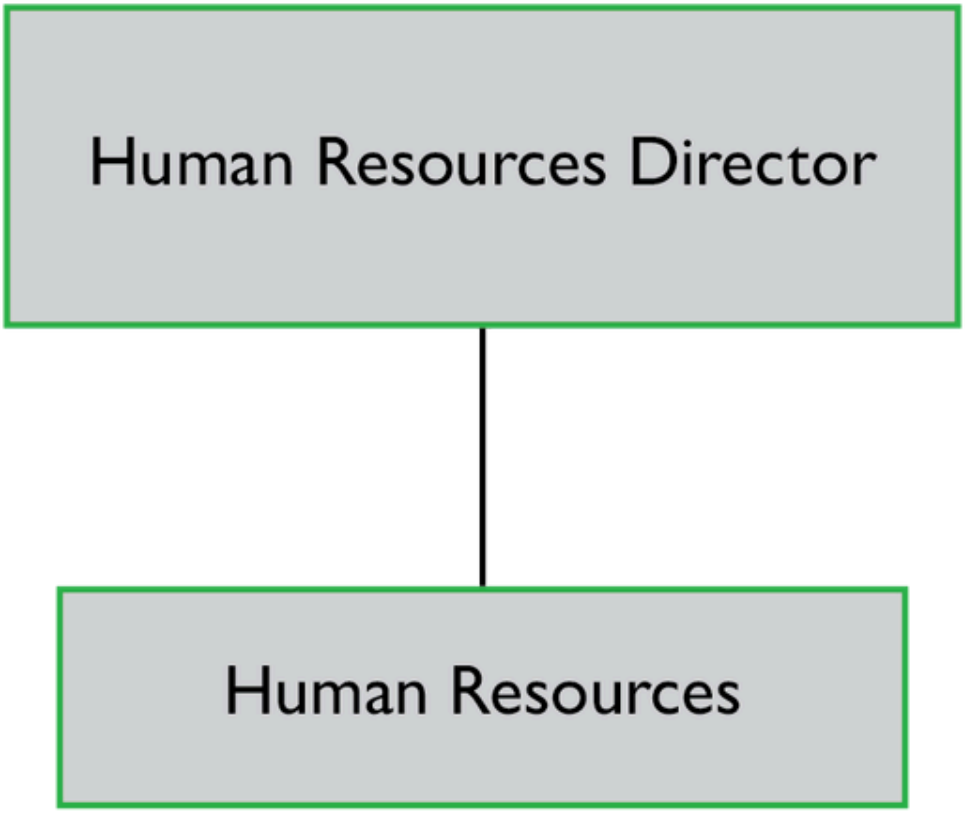
Expenditures by Program



Expenditures by Program

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Human Resources	$1,011,928	$1,055,251	$1,065,131	$931,555	$962,863
Risk Management	$3,013,557	$3,466,876	$3,466,876	$3,742,588	$4,195,977
Total Expenditures	**$4,025,484**	**$4,522,127**	**$4,532,007**	**$4,674,143**	**$5,158,840**

Organizational Chart



Personnel Allocation

Department / Classification	Actual 2024-25	Adopted 2025-26	Amended 2025-26	Budget 2026-27	Forecast 2027-28	Budget vs Amended
Human Resources						
Human Resources Director	1.00	1.00	1.00	1.00	1.00	
Human Resources Manager	1.00	1.00	1.00	1.00	1.00	
Administrative Technician	2.00	2.00	2.00	2.00	2.00	
Total - Human Resources	**4.00**	**4.00**	**4.00**	**4.00**	**4.00**	

Information Technology

The Information Technology Department manages the City's technology infrastructure, systems, and cybersecurity to ensure reliable, secure delivery of services to City staff and the public. Core responsibilities include enterprise computer systems support, citywide network infrastructure, Public WiFi, telecommunications, and the strategic planning and governance of IT services across all departments.

Accomplishments for Fiscal Year 2024-25 and 2025-26

- Dublin Arts Center Technology Implementation — In progress. This includes full connectivity migration, a new server room, access control, cameras, AV, and signal engineering.
- Citywide Wireless Network Rollout — Completed. The final police facility brought online closed out a multi-year initiative. Every City facility now has updated wireless coverage under single-pane-of-glass management with hardened security posture.
- Citywide AV Modernization — Major Milestones Delivered. This was actively managed in-house, with core systems delivered at Shannon, Finance, CMO, EOC, and the Library. In-house design and programming generated measurable savings over outside contractor costs.
- IT Asset Management Platform Implementation — Completed. The system now provides reliable data for capital planning and lifecycle decisions — a foundational shift in how IT manages equipment.
- Physical Security Infrastructure — Completed. This included installation of new cameras, readers, intercoms, door hardware, and mobile credentials across the DAC, The Wave, the Corporation Yard, and the Civic Center. IT also simultaneously managed 100+ badge provisioning transactions throughout the year.
- Network Modernization (Switches, Security, and DNS) — Switch fleet brought to 99% 10G with current IOS, and three foundational initiatives were completed in parallel that collectively raise the reliability and security baseline across every City facility.
- Cybersecurity Awareness Training Program — Completed. This included a refreshed curriculum with staff surveys and follow-up resources.
- UPS Infrastructure Upgrade — Completed. A new UPS system was deployed, the full inventory was documented, and temperature monitoring was integrated into the network monitoring platform.

Performance Measure	FY 2024 - 25 Projection	FY 2025 - 26 Projection	Results
Yearly business hours up-time (availability of City technology infrastructure).	99.9%	99.9%	Exceeded up-time goal for both years
Average help-desk response time, measured from when a ticket is logged.	4 hours	4 hours	Did not meet

Objectives and Key Performance Measures for Fiscal Year 2026-27 and 2027-28

FY 2026-2027

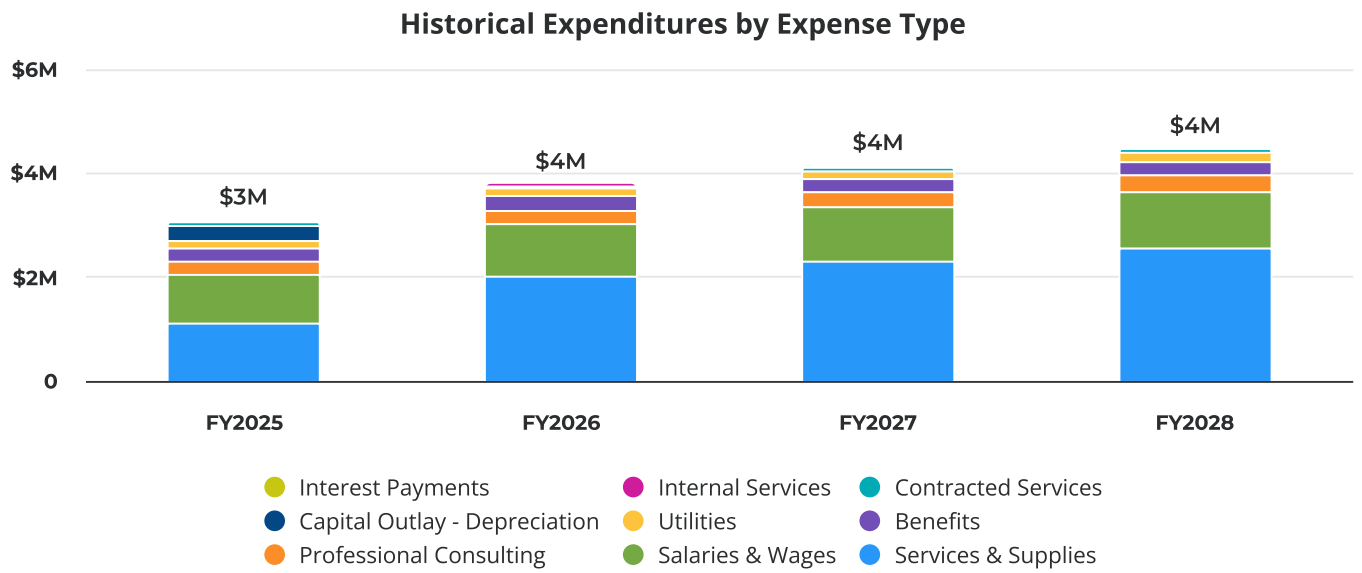
- Complete deployment of security cameras, access control, and badging systems at the Dublin Arts Center upon facility acceptance and turnover to the City.
- Conduct annual mandatory cybersecurity awareness training for all City staff, contractors, and vendor-partner personnel; complete pilot cybersecurity training program for the Mayor, councilmembers, and executive staff.
- Complete documentation and adoption of Disaster Recovery and Business Continuity policies and procedures.
- Migrate the City phone system from Cisco CUCM to Microsoft Teams Phone, including physical endpoints and soft clients (100-200 endpoints), utilizing Microsoft Calling Plans for PSTN services.
- Commission the Dublin Arts Center 8-rack datacenter facility (target Q3 FY 2026-2027).

FY 2027-2028

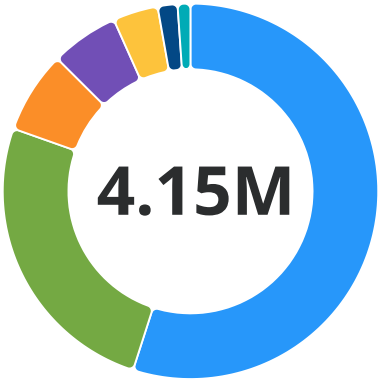
- Migrate the Main Point of Operations (MPO) from its temporary location at Civic Plaza to the Dublin Arts Center datacenter (target Q1 FY 2027-2028).
- Implement unified Verkada badging and security system at the Public Safety Complex, completing citywide standardization.
- Complete citywide HID badge replacement to update City Manager signatures and current credential standards across all facilities (100-200 badges).
- Complete citywide AV infrastructure upgrades including Council Chamber and Bray community room AV systems by start of FY 2027-2028.
- Develop a Citywide Fiber Master Plan to identify future fiber infrastructure placement in City streets to support long-term growth and connectivity needs.

Performance Measure	FY 2026 - 27 Projection	FY 2027 - 28 Projection
Yearly business hours up-time (availability of City technology infrastructure).	99.9%	99.9%
Average help-desk response time, measured from when a ticket is logged.	4 hours	4 hours

Expenditures by Expense Type

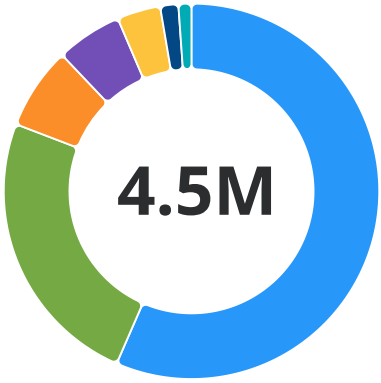


FY27 Expenditures by Expense Type



Services & Supplies	$2,278,389	54.96%
Salaries & Wages	$1,055,570	25.46%
Professional Consulting	$292,000	7.04%
Benefits	$242,340	5.85%
Utilities	$161,105	3.89%
Contracted Services	$70,500	1.70%
Internal Services	$45,632	1.10%

FY28 Expenditures by Expense Type



Services & Supplies	$2,541,406	56.53%
Salaries & Wages	$1,091,762	24.28%
Professional Consulting	$319,500	7.11%
Benefits	$254,411	5.66%
Utilities	$168,215	3.74%
Contracted Services	$70,500	1.57%
Internal Services	$50,196	1.12%

Expenditures by Expense Type

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Salaries & Wages	$956,099	$1,016,529	$1,016,529	$1,055,570	$1,091,762
Benefits	$259,054	$275,521	$275,521	$242,340	$254,411
Services & Supplies	$1,097,978	$2,015,564	$2,381,207	$2,278,389	$2,541,406
Internal Services	$37,713	$41,484	$41,484	$45,632	$50,196
Utilities	$148,485	$137,225	$137,225	$161,105	$168,215
Contracted Services	$60,749	$70,500	$70,500	$70,500	$70,500
Professional Consulting	$237,758	$243,300	$293,785	$292,000	$319,500

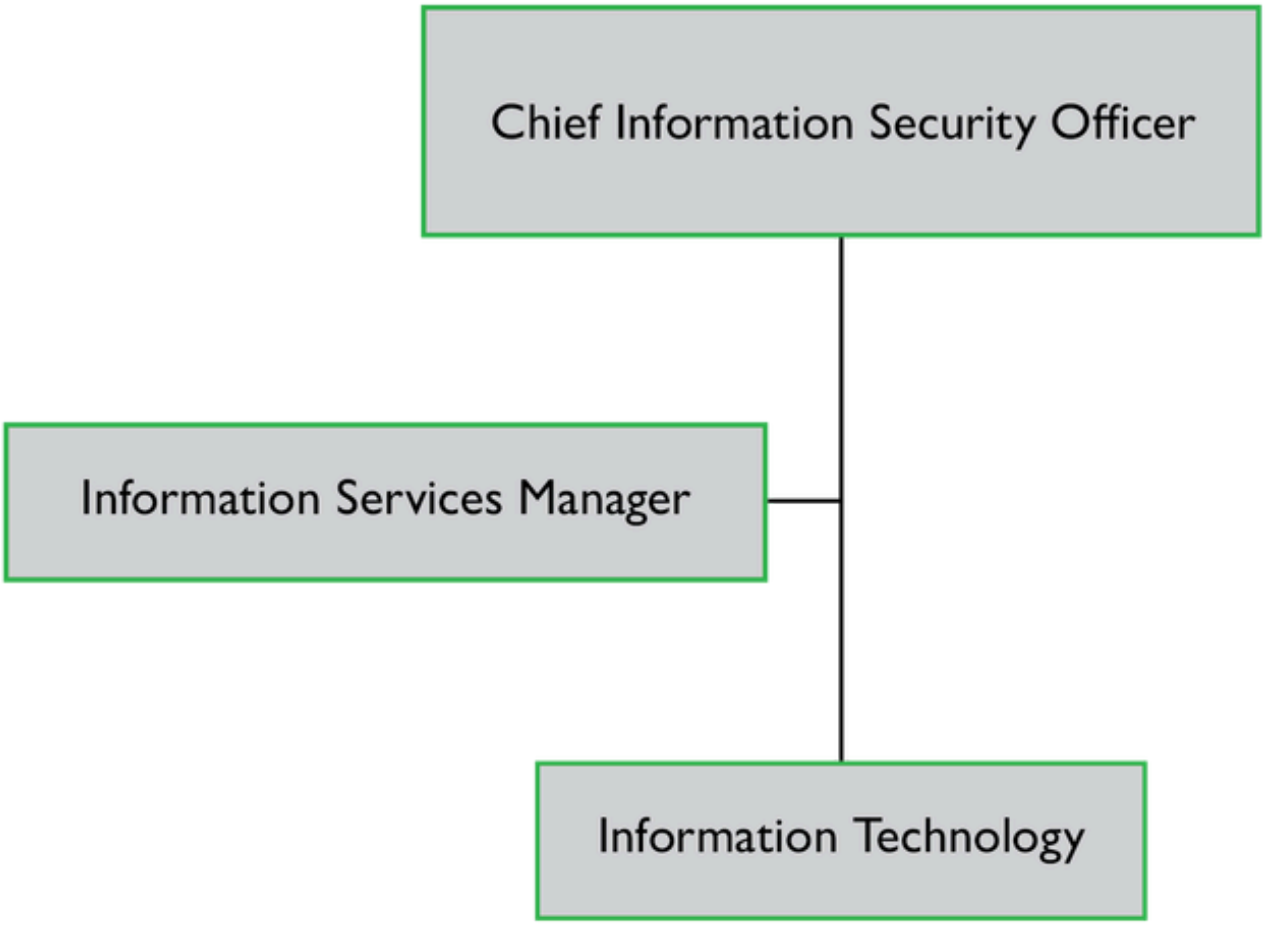
Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Capital Outlay - Depreciation	$287,010	-	-	-	-
Interest Payments	$20,071	-	-	-	-
Total Expenditures	**$3,104,917**	**$3,800,123**	**$4,216,251**	**$4,145,536**	**$4,495,990**

Expenditures by Fund

Expenditures by Fund

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
IT Fund	$3,104,917	$3,800,123	$4,216,251	$4,145,536	$4,495,990
Total Expenditures	**$3,104,917**	**$3,800,123**	**$4,216,251**	**$4,145,536**	**$4,495,990**

Organizational Chart



Personnel Allocation

Department / Classification	Actual 2024-25	Adopted 2025-26	Amended 2025-26	Budget 2026-27	Forecast 2027-28	Budget vs Amended
Information Systems						
Chief Information Security Officer	1.00	1.00	1.00	1.00	1.00	
Audio-Visual Specialist	1.00	1.00	1.00	1.00	1.00	
Information Systems Manager	1.00	1.00	1.00	1.00	1.00	
Information Systems Specialist	1.00	1.00	1.00	1.00	1.00	
Information Systems Technician I/II	1.00	1.00	1.00	1.00	1.00	
Network Systems Coordinator	1.00	1.00	1.00	1.00	1.00	
Senior Office Assistant	1.00	1.00	1.00	1.00	1.00	
Total - Information Systems	**7.00**	**7.00**	**7.00**	**7.00**	**7.00**	

City Attorney

The City contracts with an outside firm, Redwood Public Law, for legal services. In addition to having a partner specifically designated as City Attorney for legal services, the firm has a number of practicing attorneys specializing in various areas of municipal law who are utilized by the City on an as-needed basis. The City Attorney provides the following services to the City Council and staff: legal opinions related to City business; drafts and reviews proposed ordinances, resolutions, and contracts; represents the City in certain litigation; and provides legal counsel on development review issues.

Accomplishments for Fiscal Year 2024-25 and 2025-26

- Provided legal support for City Council initiatives.

Objectives and Key Performance Measures for Fiscal Year 2026-27 and 2027-28

- Continue to provide legal support for City Council initiatives which involve new ordinances or resolutions.

Expenditures by Expense Type

FY27 Expenditures by Expense Type



Professional Consulting **$985,000** 100.00%

FY28 Expenditures by Expense Type



Professional Consulting **$985,000** 100.00%

Expenditures by Expense Type

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Professional Consulting	$948,863	$985,000	$985,000	$985,000	$985,000
Total Expenditures	**$948,863**	**$985,000**	**$985,000**	**$985,000**	**$985,000**

Expenditures by Fund

Expenditures by Fund

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
General Fund	$579,681	$725,000	$725,000	$725,000	$725,000
Developer Deposit	$345,880	$200,000	$200,000	$200,000	$200,000
Affordable Housing Fund	$23,302	$60,000	$60,000	$60,000	$60,000
Total Expenditures	**$948,863**	**$985,000**	**$985,000**	**$985,000**	**$985,000**

Organizational Chart



Finance

The Finance Department is responsible for budget, treasury, accounting, financial reporting, and payroll. Finance staff oversee the implementation and use of the Enterprise Resource System, the administration of community facilities districts in Dublin, and City debt management.

Accomplishments for Fiscal Year 2024-25 and 2025-26

- Proposed a balanced General Fund budget for Fiscal Years 2024-25 and 2025-26.
- Led the formation of the Dublin Centre Community Facilities District.
- Established and provided support to the Finance and Investment Committee.
- Updated the City's Investment Policy, incorporating a new Environmental, Social, and Governance (ESG) reporting tool.
- Helped lead the effort to update the City's Purchasing Policy.
- Updated the City's Procedures for Accounts Payable Check Signing.
- Assured fiscal accountability to the public, in compliance with established accounting standards.
- Provided financial oversight and administered all accounting functions with efficiency and accuracy.

Performance Measure	FY 2024 - 25 Projection	FY 2025 - 26 Projection	Results
Receive Unqualified Audit Opinion.	Yes	Yes	Yes
Receive Distinguished Budget Presentation award from GFOA.	Yes	N/A	Yes
Consecutive years receiving award for GFOA's Excellence in Financial Reporting.	34	35	Yes received award in both years
Average number of days from approved invoice received to check issuance.	4	4	4 - All invoices received prior to the Finance deadline, were paid in the following check run.
Average number of days from customer payment received to cash receipt posting.	7	7	6
Percent of State Controller's annual finance reports completed and filed by deadlines.	100%	100%	100%

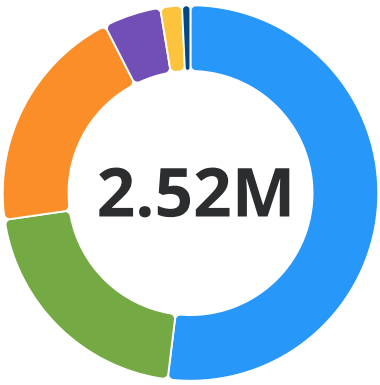
Objectives and Key Performance Measures for Fiscal Year 2026-27 and 2027-28

- Propose a balanced General Fund budget for Fiscal Years 2026-27 and 2027-28.
- Update the City's Fund Balance Policy.
- Review and make recommendations on the City's Investment Strategy.
- Review and make recommendations on the City's Travel Policy.
- Review Finance procedures and guidelines and work to incorporate technology to improve efficiency, and customer experience.
- Consolidate finance tools and software and incorporate new technologies where available to help increase financial transparency.
- Assure fiscal accountability to the public, in compliance with established accounting standards.
- Provide financial oversight and administer all accounting functions with efficiency and accuracy.
- Review and update the City's Internal Service Equipment Replacement funds to account for aging infrastructure.
- Continue to provide support for the Finance and Investment Committee

Performance Measure	FY 2026 - 27 Projection	FY 2027 - 28 Projection
Receive Unqualified Audit Opinion.	Yes	Yes
Receive Distinguished Budget Presentation award from GFOA.	Yes	N/A
Consecutive years receiving award for GFOA's Excellence in Financial Reporting.	36	37
Review and Update Finance Policies	2	1
Average number of days from customer payment received to cash receipt posting.	7	6
Percent of State Controller's annual finance reports completed and filed by deadlines.	100%	100%

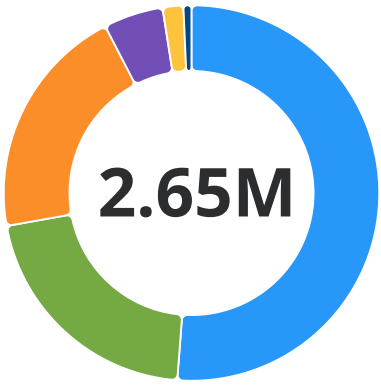
Expenditures by Expense Type

FY27 Expenditures by Expense Type



Salaries & Wages	$1,309,706	51.95%
Benefits	$523,528	20.76%
Professional Consulting	$498,380	19.77%
Internal Services	$124,355	4.93%
Services & Supplies	$47,097	1.87%
Contracted Services	$18,251	0.72%

FY28 Expenditures by Expense Type



Salaries & Wages	$1,354,592	51.21%
Benefits	$554,969	20.98%
Professional Consulting	$534,455	20.21%
Internal Services	$135,648	5.13%
Services & Supplies	$47,097	1.78%
Contracted Services	$18,251	0.69%

Expenditures by Expense Type

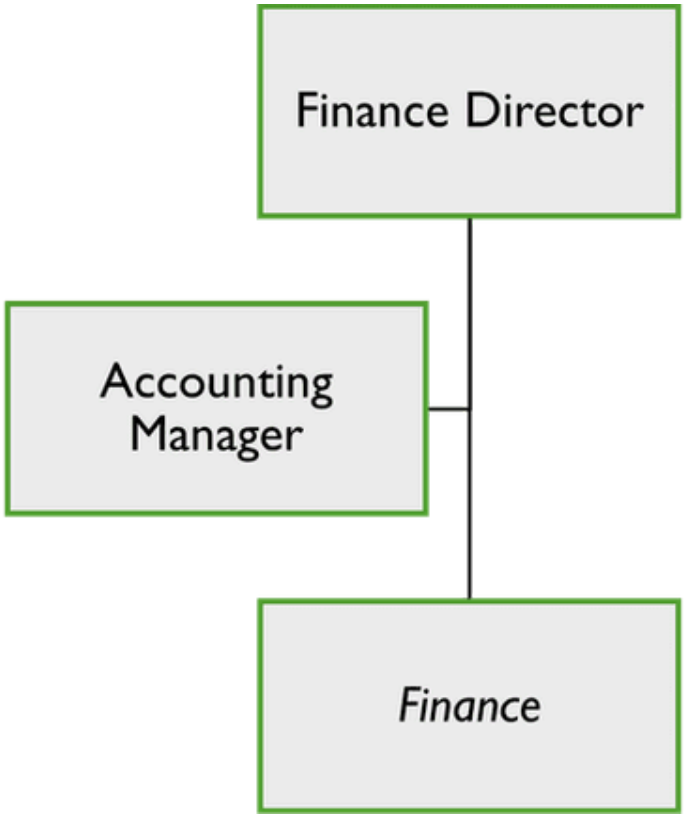
Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Salaries & Wages	$1,160,799	$1,244,944	$1,244,944	$1,309,706	$1,354,592
Benefits	$431,137	$483,146	$483,146	$523,528	$554,969
Services & Supplies	$26,862	$55,210	$55,210	$47,097	$47,097
Internal Services	$192,175	$200,959	$200,959	$124,355	$135,648
Contracted Services	$267,763	$18,251	$18,251	$18,251	$18,251
Professional Consulting	$74,744	$511,009	$541,579	$498,380	$534,455
Capital outlay - Expendable	-	$10,000	$10,000	-	-
Total Expenditures	**$2,153,480**	**$2,523,519**	**$2,554,088**	**$2,521,317**	**$2,645,012**

Expenditures by Fund

Expenditures by Fund

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
General Fund	$2,153,480	$2,523,519	$2,554,088	$2,521,317	$2,645,012
Total Expenditures	**$2,153,480**	**$2,523,519**	**$2,554,088**	**$2,521,317**	**$2,645,012**

Organizational Chart



Personnel Allocation

	FY2025 Actual	FY2026 Adopted	FY2026 Amended	FY2027 Budget	FY2028 Forecast	Budget vs. Amendmed
Finance						
Finance Director	1.00	1.00	1.00	1.00	1.00	
Accountant	1.00	1.00	1.00	1.00	1.00	
Accounting Manager			1.00	1.00	1.00	
Asst. Finance Director	1.00	1.00	0.00	0.00	0.00	
Financial Analyst	1.00	1.00	1.00	1.00	1.00	
Management Analyst II	1.00	1.00	1.00	1.00	1.00	
Senior Accountant	1.00	1.00	1.00	1.00	1.00	
Senior Finance Technician	1.00	1.00	1.00	1.00	1.00	
Senior Office Assistant	1.00	1.00	1.00	1.00	1.00	
Total Finance	**8.00**	**8.00**	**8.00**	**8.00**	**8.00**	

Non-Departmental

The Non-Departmental budget accounts for activities that are managed by Staff across various departments, including funding for the Dougherty Regional Fire Authority (a closed benefit plan), Library Services and Human Services programs, and Non-Departmental Other (asset replacements, General Fund projects using reserves, administrative fees, etc.).

Accomplishments for Fiscal Year 2024-25 and 2025-26

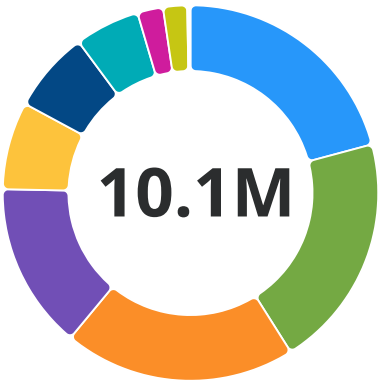
- Implemented a Credit Card Convenience Fee, saving the city more than $100,000 annually.
- Contributed $2 million annually to the City's Facility Replacement Fund for preventative maintenance costs.
- Conducted a new actuarial update on the City's Other Post-Employment Benefit Plan.
- Conducted an actuarial update on the Dougherty Regional Fire Authority's Other Post-Employment Benefit Plan.
- Procure necessary replacement assets, as well as new supplies and materials, for City-operated facilities.
- Continued to fund additional hours of operation for the Dublin Library.
- Approved a two-year funding cycle for the Human Services Grant program, which helps organizations plan future operations.
- Funded $163,000 of Human Service Grants with American Rescue Plan Act (ARPA) funds.

Objectives and Key Performance Measures for Fiscal Year 2026-27 and 2027-28

- Update the City's Internal Service Funds, based on the results of the asset inventory being conducted.
- Continue contributing annually to the City's Facility Replacement Fund for preventative maintenance costs.
- Conduct a new actuarial update on the City's Other Post-Employment Benefit Plan.
- Conduct an actuarial update on the Dougherty Regional Fire Authority's Other Post-Employment Benefit Plan.
- Continue to fund additional hours of operation for the Dublin Library.
- Conduct a study to determine the future of the Human Services Grant program, based on the loss of CDBG funding.

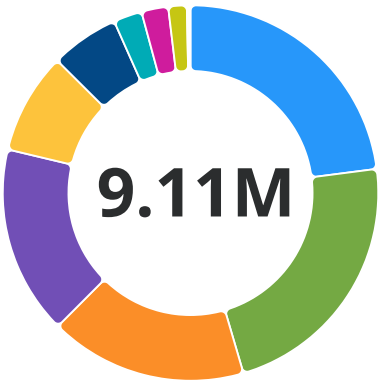
Expenditures by Expense Type

FY27 Expenditures by Expense Type



Capital Outlay - ISF	$2,113,500	20.83%
Transfers Out	$2,050,000	20.21%
Benefits	$2,026,086	19.97%
Contracted Services	$1,452,000	14.31%
Principal Payments	$765,000	7.54%
Miscellaneous	$710,000	7.00%
Interest Payments	$566,850	5.59%
Professional Consulting	$224,500	2.21%
Budgeted Contingency	$210,000	2.07%
Contribution to Other Agency	$14,420	0.14%
Services & Supplies	$12,900	0.13%

FY28 Expenditures by Expense Type



Benefits	$2,091,656	22.95%
Transfers Out	$2,050,000	22.50%
Capital Outlay - ISF	$1,550,700	17.02%
Contracted Services	$1,482,000	16.26%
Principal Payments	$795,000	8.72%
Interest Payments	$536,250	5.88%
Professional Consulting	$224,500	2.46%
Budgeted Contingency	$210,000	2.30%
Miscellaneous	$145,000	1.59%
Contribution to Other Agency	$14,852	0.16%
Services & Supplies	$12,900	0.14%

Expenditures by Expense Type

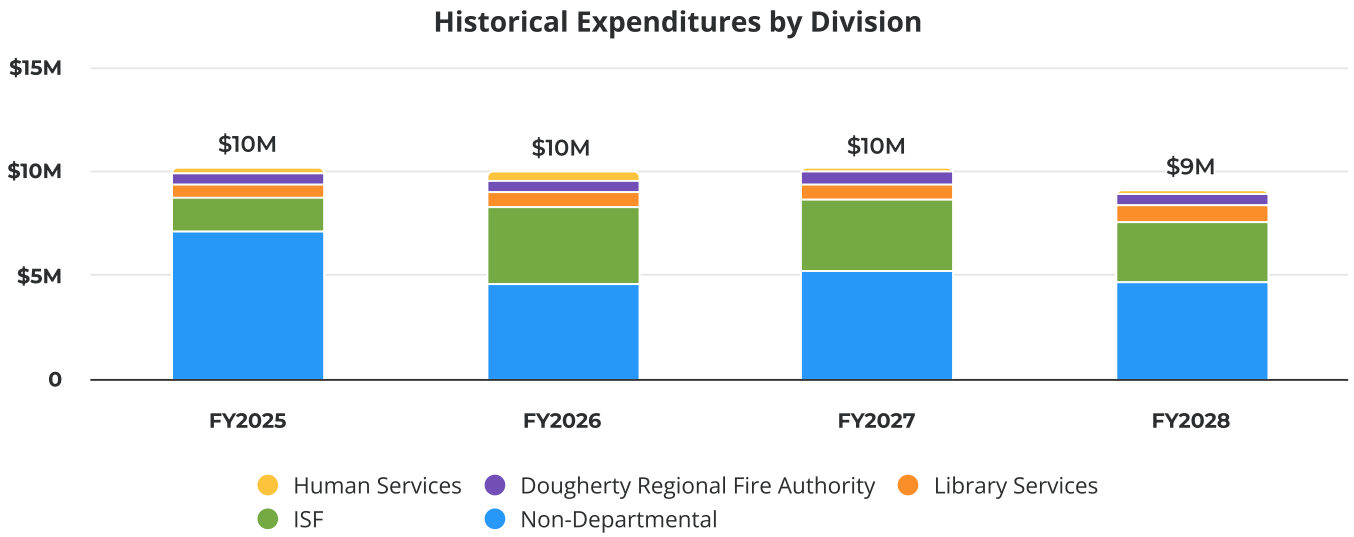
Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Benefits	$1,617,096	$1,898,200	$1,948,200	$2,026,086	$2,091,656
Services & Supplies	$24,166	$12,900	$12,900	$12,900	$12,900
Contracted Services	$1,439,889	$1,717,765	$2,581,151	$1,452,000	$1,482,000
Professional Consulting	$252,282	$199,500	$309,314	$224,500	$224,500
Capital Outlay - ISF	$554,087	$2,452,658	$2,750,338	$2,113,500	$1,550,700
Capital Outlay - Depreciation	$2,303,602	-	-	-	-
Budgeted Contingency	-	$210,000	$210,000	$210,000	$210,000
Contribution to Other Agency	$13,491	$14,000	$14,000	$14,420	$14,852
Miscellaneous	-	$110,000	$285,000	$710,000	$145,000
Interest Payments	$624,650	$596,250	$596,250	$566,850	$536,250
Principal Payments	$710,000	$735,000	$735,000	$765,000	$795,000
Transfers Out	$2,629,537	$2,050,000	$2,000,000	$2,050,000	$2,050,000
Total Expenditures	**$10,168,800**	**$9,996,273**	**$11,442,154**	**$10,145,256**	**$9,112,858**

Expenditures by Fund

Expenditures by Fund

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
General Fund	$5,398,402.01	$5,847,320.00	$5,907,134.11	$5,904,326.00	$5,934,158.00
Vehicle Abatement	$22,936.97	$50,000.00	$50,000.00	$50,000.00	$50,000.00
Affordable Housing Fund	$8,000.00	$8,000.00	$8,000.00	$8,000.00	$8,000.00
Community Development Block Gr	$76,303.04	$105,600.00	$943,094.00	$18,000.00	$18,000.00
American Rescue Plan Act(ARPA)	$133,649.86	$163,000.00	$188,850.14	-	-
Fire Impact Fees	-	$50,000.00	$225,000.00	$60,000.00	$65,000.00
EDTIF Category 1	$17,347.20	$50,000.00	$50,042.03	-	-
EDTIF Category 2	-	$10,000.00	$10,000.00	-	-
TVTD	$600,000.00	-	-	-	-
Vehicles Replacement	$537,066.81	$2,292,868.00	$2,507,720.20	$1,958,500.00	$1,220,700.00
Facilities Replacement	$1,902,125.27	$25,000.00	$25,000.00	-	-
Equipment Replacement	$405,009.86	$159,790.00	$192,618.09	$155,000.00	$330,000.00
IT Fund	$13,487.13	-	-	-	-
Retiree Health	$1,054,471.59	$1,234,695.00	$1,234,695.00	$1,296,430.00	$1,362,000.00
Workers' Compensation	-	-	$100,000.00	$45,000.00	$45,000.00
EDTIF	-	-	-	$650,000.00	$80,000.00
Total Expenditures	**$10,168,799.74**	**$9,996,273.00**	**$11,442,153.57**	**$10,145,256.00**	**$9,112,858.00**

Expenditures by Division

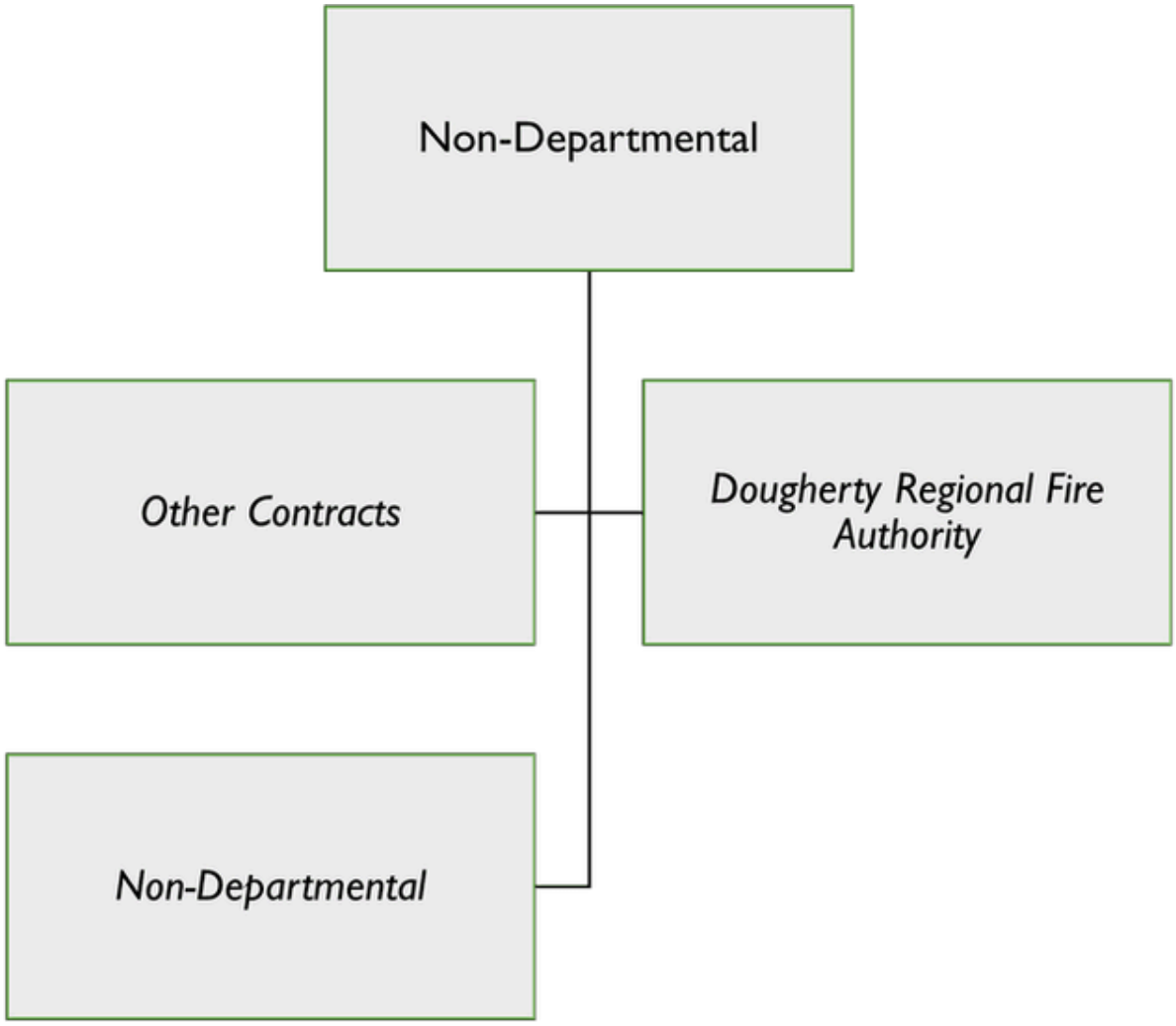


Expenditures by Division

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Non-Departmental	$7,104,530.26	$4,563,750.00	$4,898,606.14	$5,209,350.00	$4,643,750.00
Human Services	$314,161.21	$454,000.00	$1,317,344.14	$203,820.00	$204,252.00
Library Services	$670,320.00	$740,165.00	$740,165.00	$750,000.00	$780,000.00

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Dougherty Regional Fire Authority	$471,229.87	$526,005.00	$526,005.00	$572,156.00	$572,156.00
ISF	$1,608,558.40	$3,712,353.00	$3,960,033.29	$3,409,930.00	$2,912,700.00
Total Expenditures	**$10,168,799.74**	**$9,996,273.00**	**$11,442,153.57**	**$10,145,256.00**	**$9,112,858.00**

Organizational Chart



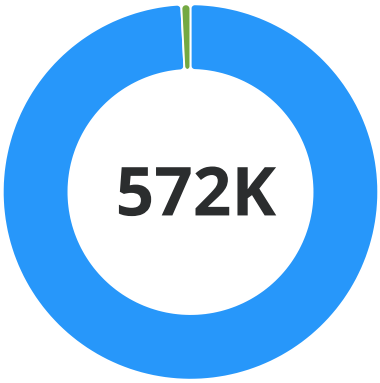
Attachment #2

Dougherty Regional Fire Authority

Prior to the City's contracting with Alameda County Fire Department in July 1997, the Dougherty Regional Fire Authority (DRFA) provided services to the cities of Dublin and San Ramon. DRFA continues to exist as a Joint Powers Authority, only of the purposes of distributing the outstanding liabilities and assets to the cities.

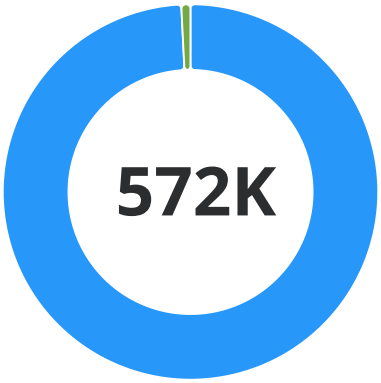
Expenditures by Expense Type

FY27 Expenditures by Expense Type



Benefits	$567,656	99.21%
Professional Consulting	$4,500	0.79%

FY28 Expenditures by Expense Type



Benefits	$567,656	99.21%
Professional Consulting	$4,500	0.79%

Expenditures by Expense Type

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Benefits	$468,849	$521,505	$521,505	$567,656	$567,656
Professional Consulting	$2,380	$4,500	$4,500	$4,500	$4,500
Total Expenditures	**$471,230**	**$526,005**	**$526,005**	**$572,156**	**$572,156**

Expenditures by Fund

Expenditures by Fund

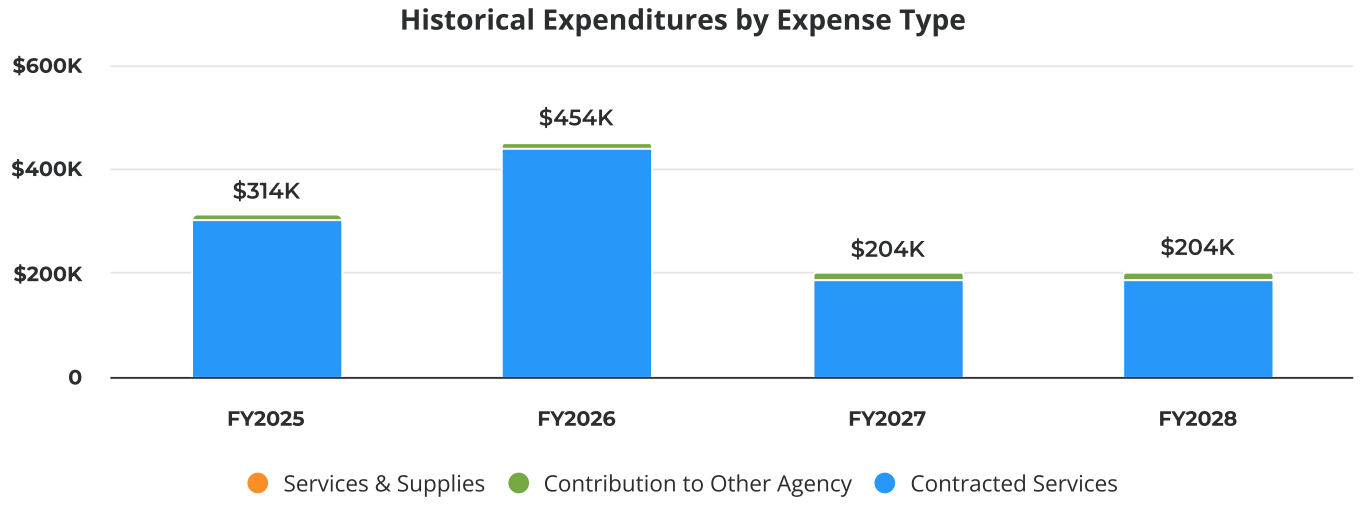
Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
General Fund	$471,230	$526,005	$526,005	$572,156	$572,156
Total Expenditures	**$471,230**	**$526,005**	**$526,005**	**$572,156**	**$572,156**

Attachment #2

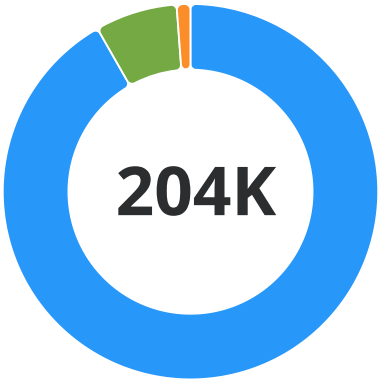
Human Services

The City's Human Services Grants Program provides financial support to local non-profit organizations serving Dublin residents through designated funding sources: 1) the City's General Fund; 2) the Federal Community Development Block Grant program; 3) the American Rescue Plan Act; and 4) the City's Affordable Housing Fund. The Grants Program includes a competitive application process, mandatory participation in meetings and presentations, and strict financial reporting requirements. Funding is recommended annually by the Human Services Commission and awarded by the City Council to organizations that best meet the community's needs in keeping with the Grant Program guidelines.

Expenditures by Expense Type

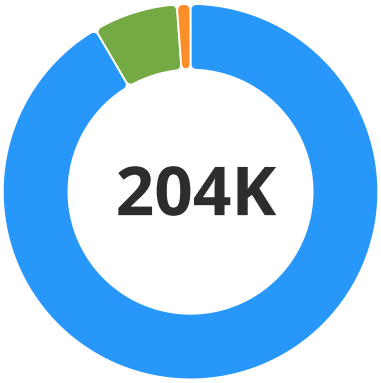


FY27 Expenditures by Expense Type



Contracted Services	$187,000	91.75%
Contribution to Other Agency	$14,420	7.07%
Services & Supplies	$2,400	1.18%

FY28 Expenditures by Expense Type



Contracted Services	$187,000	91.55%
Contribution to Other Agency	$14,852	7.27%
Services & Supplies	$2,400	1.18%

Expenditures by Expense Type

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Services & Supplies	$317	$2,400	$2,400	$2,400	$2,400
Contracted Services	$300,353	$437,600	$1,300,944	$187,000	$187,000

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Contribution to Other Agency	$13,491	$14,000	$14,000	$14,420	$14,852
Total Expenditures	**$314,161**	**$454,000**	**$1,317,344**	**$203,820**	**$204,252**

Expenditures by Fund

Expenditures by Fund

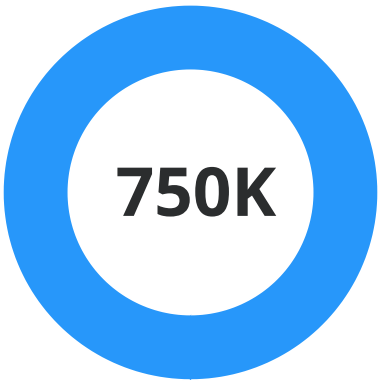
Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
General Fund	$102,808	$177,400	$177,400	$177,820	$178,252
Affordable Housing Fund	$8,000	$8,000	$8,000	$8,000	$8,000
Community Development Block Gr	$69,703	$105,600	$943,094	$18,000	$18,000
American Rescue Plan Act(ARPA)	$133,650	$163,000	$188,850	-	-
Total Expenditures	**$314,161**	**$454,000**	**$1,317,344**	**$203,820**	**$204,252**

Library Services

The Dublin Public Library is owned by the City of Dublin and library services are provided through a contract agreement with the Alameda County Library System.

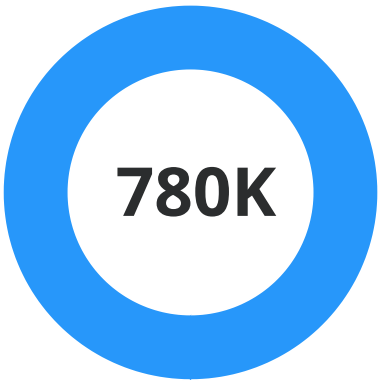
Expenditures by Expense Type

FY27 Expenditures by Expense Type



Contracted Services **$750,000** 100.00%

FY28 Expenditures by Expense Type



Contracted Services **$780,000** 100.00%

Expenditures by Expense Type

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Contracted Services	$670,320	$740,165	$740,165	$750,000	$780,000
Total Expenditures	**$670,320**	**$740,165**	**$740,165**	**$750,000**	**$780,000**

Expenditures by Fund

Expenditures by Fund

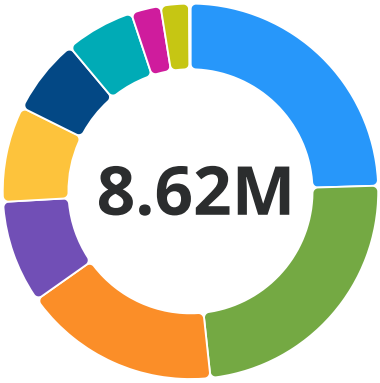
Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
General Fund	$670,320	$740,165	$740,165	$750,000	$780,000
Total Expenditures	**$670,320**	**$740,165**	**$740,165**	**$750,000**	**$780,000**

Non-Departmental Other

The Non-Departmental Other budget funds items that are not allocated to another budget activity. For example, this includes costs associated with replacement of capital assets, credit card processing fees, administrative fees associated with part-time employee retirement system charges (PARS), the commute alternative incentive program for employees, funding to make additional contributions to CalPERS, administrative fees for property tax administration charges, banking fees and preventative maintenance funding.

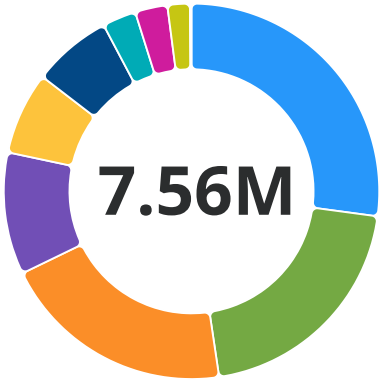
Expenditures by Expense Type

FY27 Expenditures by Expense Type



Capital Outlay - ISF	$2,113,500	24.52%
Transfers Out	$2,050,000	23.78%
Benefits	$1,458,430	16.92%
Principal Payments	$765,000	8.88%
Miscellaneous	$710,000	8.24%
Interest Payments	$566,850	6.58%
Contracted Services	$515,000	5.97%
Professional Consulting	$220,000	2.55%
Budgeted Contingency	$210,000	2.44%
Services & Supplies	$10,500	0.12%

FY28 Expenditures by Expense Type



Transfers Out	$2,050,000	27.13%
Capital Outlay - ISF	$1,550,700	20.52%
Benefits	$1,524,000	20.17%
Principal Payments	$795,000	10.52%
Interest Payments	$536,250	7.10%
Contracted Services	$515,000	6.82%
Professional Consulting	$220,000	2.91%
Budgeted Contingency	$210,000	2.78%
Miscellaneous	$145,000	1.92%
Services & Supplies	$10,500	0.14%

Expenditures by Expense Type

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Benefits	$1,148,246	$1,376,695	$1,426,695	$1,458,430	$1,524,000
Services & Supplies	$23,848	$10,500	$10,500	$10,500	$10,500
Contracted Services	$469,216	$540,000	$540,042	$515,000	$515,000
Professional Consulting	$249,902	$195,000	$304,814	$220,000	$220,000
Capital Outlay - ISF	$554,087	$2,452,658	$2,750,338	$2,113,500	$1,550,700
Capital Outlay - Depreciation	$2,303,602	-	-	-	-
Budgeted Contingency	-	$210,000	$210,000	$210,000	$210,000
Miscellaneous	-	$110,000	$285,000	$710,000	$145,000
Interest Payments	$624,650	$596,250	$596,250	$566,850	$536,250
Principal Payments	$710,000	$735,000	$735,000	$765,000	$795,000
Transfers Out	$2,629,537	$2,050,000	$2,000,000	$2,050,000	$2,050,000
Total Expenditures	**$8,713,089**	**$8,276,103**	**$8,858,639**	**$8,619,280**	**$7,556,450**

Expenditures by Fund

Expenditures by Fund

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
General Fund	$4,154,044	$4,403,750	$4,463,564	$4,404,350	$4,403,750
Vehicle Abatement	$22,937	$50,000	$50,000	$50,000	$50,000
Community Development Block Gr	$6,600	-	-	-	-
Fire Impact Fees	-	$50,000	$225,000	$60,000	$65,000
EDTIF Category 1	$17,347	$50,000	$50,042	-	-
EDTIF Category 2	-	$10,000	$10,000	-	-
TVTD	$600,000	-	-	-	-
Vehicles Replacement	$537,067	$2,292,868	$2,507,720	$1,958,500	$1,220,700
Facilities Replacement	$1,902,125	$25,000	$25,000	-	-
Equipment Replacement	$405,010	$159,790	$192,618	$155,000	$330,000
IT Fund	$13,487	-	-	-	-
Retiree Health	$1,054,472	$1,234,695	$1,234,695	$1,296,430	$1,362,000
Workers' Compensation	-	-	$100,000	$45,000	$45,000
EDTIF	-	-	-	$650,000	$80,000
Total Expenditures	**$8,713,089**	**$8,276,103**	**$8,858,639**	**$8,619,280**	**$7,556,450**

Community Development

The Community Development Department consists of four divisions: Building and Safety, Planning, Housing, and Code Enforcement. Oversight and coordination of the activities of the four divisions is the responsibility of the Community Development Director. The Department works to ensure that established land development policies are implemented and enforced in a manner that is consistent with the high standards set by the City Council and the community.

The Community Development Department also provides lead staff support to the Planning Commission. It is the mission of the Department to ensure that residential and commercial development projects are of the highest quality and design and are environmentally sustainable for a deserving community, that the buildings are safe, efficient, and constructed in accordance with internationally recognized standards, that the housing needs of all residents are addressed, and that property within the City is maintained in accordance with the standards established by the Dublin Municipal Code.

Accomplishments for Fiscal Year 2024-25 and 2025-26

- Implemented the 2023-2031 Housing Element Programs via City Council adoption of three ordinances:
  - February 4, 2025 — Ordinance No. 01-25
  - June 17, 2025 — Ordinance No. 02-25
  - April 7, 2026 — Ordinance No. 03-26
- Continued to facilitate the acquisition of Transit Center Site D-1 for an affordable housing development by actively coordinating with Alameda County on the purchase and sale agreement.
- Revised the City's First Time Homebuyer Loan Program, lowering the interest rates and the required minimum down payment.
- Updated the City's Guide to the Inclusionary Zoning Regulations in April 2026 and posted it on the City's website.
- Updated the City's Construction and Fire Codes in accordance with State law and the 2025 Edition of the California Building and Standards Codes on November 4, 2025.
- Advanced senior and assisted living projects as developers prepared building permits.
  - Construction began in February 2025 on the Regional Street Senior Affordable Housing Project by Eden Housing, now named Clover Terraces.
  - The Whitford of Dublin, a 140-unit licensed residential care facility, began construction in December 2024.
  - Inspiration Drive Memory Care Project's building permit is currently under review.

Performance Measure	FY 2024 - 25 Projection	FY 2025 - 26 Projection	Results
Building permits issued.	2,500	2,600	Year 1 = 2,507 Year 2 = 2,073
New dwelling units started.	221	328	Year 1 = 421 Year 2 = 394
New dwelling units finaled.	795	283	Year 1 = 743 Year 2 = 194
New First Time Homebuyer Loans processed.	6	6	Year 1 = 3 Year 2 = 6

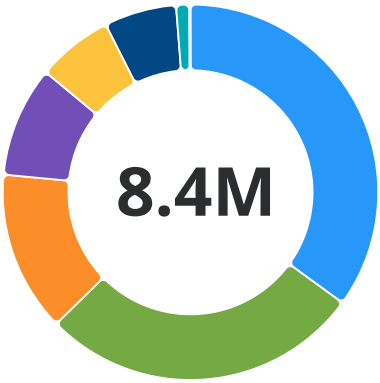
Objectives and Key Performance Measures for Fiscal Year 2026-27 and 2027-28

- Implement the 2023-2031 Housing Element Programs.
- Facilitate affordable housing development through the acquisition of Transit Center Site D-1 and the permitting for the Amador Station project.
- Improve the City permitting process through streamlining review of building permits and planning applications to provide timely service to the community.
- Advance the availability of affordable housing for the community through the implementation of the Inclusionary Zoning Regulations and the First Time Home Buyer Loan Program.
- Advance the development of the Dublin Place shopping center as part of the implementation of the Downtown Dublin Preferred Vision and Downtown Dublin Specific Plan.
- Advance development projects and related infrastructure improvements that support the Fallon East Economic Development Zone.

Performance Measure	FY 2026 - 27 Projection	FY 2027 - 28 Projection
Building permits issued.	2,500	2,400
New dwelling units started.	450	398
New dwelling units finaled.	303	566
New First Time Homebuyer Loans processed.	8	8

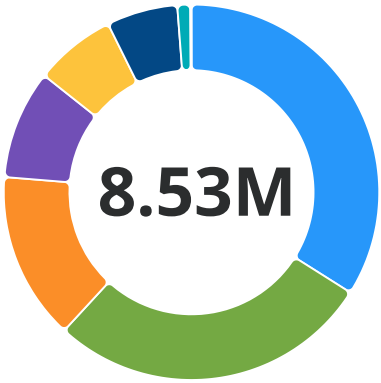
Expenditures by Expense Type

FY27 Expenditures by Expense Type



Salaries & Wages	$2,943,097	35.02%
Contracted Services	$2,323,293	27.64%
Benefits	$1,163,538	13.84%
Loans	$800,000	9.52%
Internal Services	$549,469	6.54%
Professional Consulting	$521,657	6.21%
Services & Supplies	$95,482	1.14%
Utilities	$5,040	0.06%
Capital outlay - Expendable	$3,000	0.04%

FY28 Expenditures by Expense Type



Salaries & Wages	$2,898,857	33.97%
Contracted Services	$2,378,365	27.87%
Benefits	$1,234,419	14.46%
Loans	$800,000	9.37%
Internal Services	$596,835	6.99%
Professional Consulting	$521,657	6.11%
Services & Supplies	$95,951	1.12%
Utilities	$5,040	0.06%
Capital outlay - Expendable	$3,000	0.04%

Expenditures by Expense Type

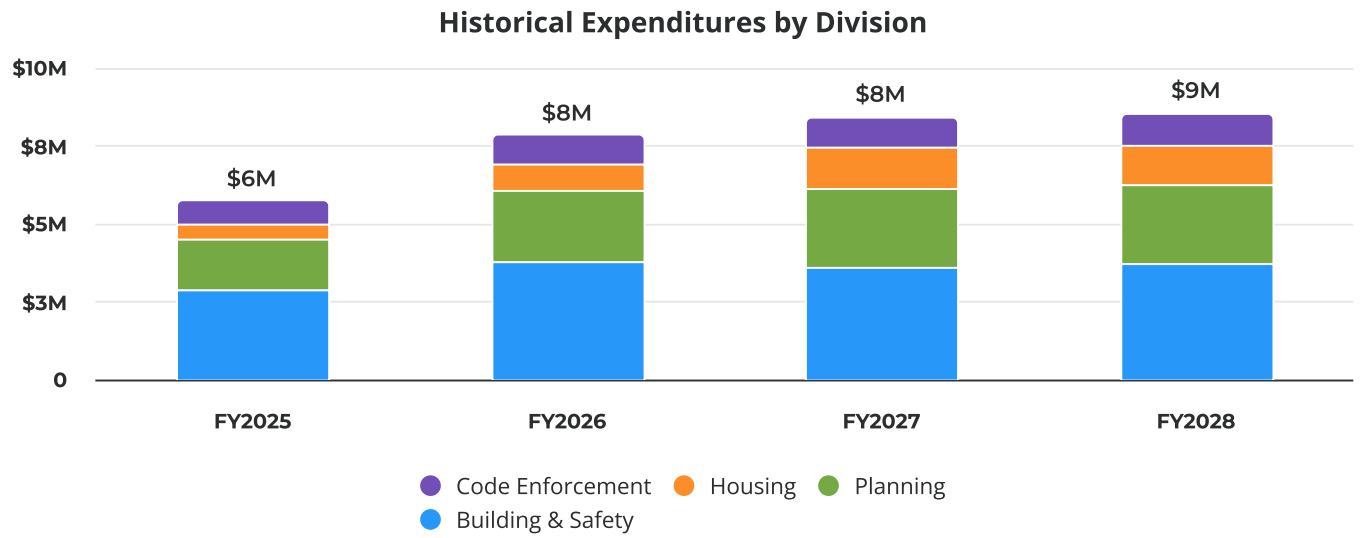
Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Salaries & Wages	$2,304,252.82	$2,907,270.00	$2,907,270.00	$2,943,097.00	$2,898,857.00
Benefits	$956,359.70	$1,204,404.00	$1,204,404.00	$1,163,538.00	$1,234,419.00
Services & Supplies	$53,188.03	$102,124.00	$102,124.00	$95,482.00	$95,951.00
Internal Services	$503,352.00	$530,175.00	$530,175.00	$549,469.00	$596,835.00
Utilities	-$284.03	$6,540.00	$6,540.00	$5,040.00	$5,040.00
Contracted Services	$1,477,088.52	$2,189,967.00	$2,189,967.00	$2,323,292.50	$2,378,365.00
Professional Consulting	$431,396.40	$551,444.00	$632,724.00	$521,657.00	$521,657.00
Loans		$320,000.00	$5,980,322.00	$800,000.00	$800,000.00
Capital outlay - Expendable	$6,520.02	$47,000.00	$47,000.00	$3,000.00	$3,000.00
Total Expenditures	**$5,731,873.46**	**$7,858,924.00**	**$13,600,526.00**	**$8,404,575.50**	**$8,534,124.00**

Expenditures by Fund

Expenditures by Fund

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
General Fund	$5,127,592.87	$6,760,204.00	$6,788,204.00	$6,898,080.50	$7,008,654.00
Developer Deposit	$168,096.17	$252,444.00	$305,724.00	$222,657.00	$222,657.00
Affordable Housing Fund	$436,184.42	$846,276.00	$6,506,598.00	$1,283,838.00	$1,302,813.00
Total Expenditures	**$5,731,873.46**	**$7,858,924.00**	**$13,600,526.00**	**$8,404,575.50**	**$8,534,124.00**

Expenditures by Division



Expenditures by Division

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Housing	$437,444	$846,276	$6,506,598	$1,283,838	$1,302,813
Planning	$1,643,625	$2,268,912	$2,350,192	$2,520,149	$2,489,197
Building & Safety	$2,860,439	$3,788,355	$3,788,355	$3,608,269	$3,725,318

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Code Enforcement	$790,365	$955,381	$955,381	$992,320	$1,016,796
Total Expenditures	**$5,731,873**	**$7,858,924**	**$13,600,526**	**$8,404,576**	**$8,534,124**

Organizational Chart



Attachment #2

Personnel Allocation

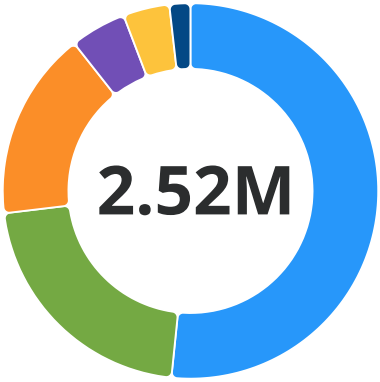
	FY2025 Actual	FY2026 Adopted	FY2026 Amended	FY2027 Budget	FY2028 Forecast	Budget vs. Amendment
Community Development						
Community Development Director	1.00	1.00	1.00	1.00	1.00	
Administrative Aide	1.00	1.00	1.00	1.00	1.00	
Assistant Director of Community Dev.	1.00	1.00				
Assistant Planner	1.00	1.00	1.00	1.00	1.00	
Associate Planner			1.00	1.00	1.00	
Chief Building Official	1.00	1.00	1.00	1.00	1.00	
Code Enforcement Officer	2.00	2.00	2.00	2.00	2.00	
Office Assistant II	2.00	2.00	2.00	2.00	2.00	
Permit Technician	2.00	2.00	2.00	2.00	2.00	
Plan Check Engineer	1.00	1.00	1.00	1.00	1.00	
Planning Manager			1.00	1.00	1.00	
Plans Examiner	1.00	1.00	1.00	1.00	1.00	
Principal Planner	2.00	2.00	1.00	1.00	1.00	
Senior Code Enforcement Officer	1.00	1.00	1.00	1.00	1.00	
Senior Management Analyst	1.00	1.00	1.00	1.00	1.00	
Senior Office Assistant	2.00	2.00	2.00	2.00	2.00	
Senior Planner	1.00	1.00	1.00	1.00	1.00	
Total Community Development	**20.00**	**20.00**	**20.00**	**20.00**	**20.00**	

Planning

The Planning Division, under the oversight of the Planning Manager, is responsible for providing support to the City Council and the Planning Commission in the development of land use policy and the review and regulation of land development. Division responsibilities include processing and reviewing development applications for new, renovated, and re-purposed residential, retail commercial, office, and industrial projects; preparing updates and amendments to the Dublin General Plan; administering the Zoning Code; ensuring compliance with the California Environmental Quality Act (CEQA) for planning applications; and working in cooperation with local, regional, and state planning and permitting agencies.

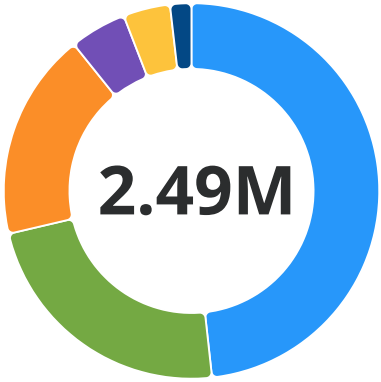
Expenditures by Expense Type

FY27 Expenditures by Expense Type



Salaries & Wages	$1,301,264	51.63%
Benefits	$541,010	21.47%
Internal Services	$409,989	16.27%
Professional Consulting	$121,657	4.83%
Contracted Services	$100,653	3.99%
Services & Supplies	$45,576	1.81%

FY28 Expenditures by Expense Type



Salaries & Wages	$1,201,111	48.25%
Benefits	$574,462	23.08%
Internal Services	$445,738	17.91%
Professional Consulting	$121,657	4.89%
Contracted Services	$100,653	4.04%
Services & Supplies	$45,576	1.83%

Expenditures by Expense Type

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Salaries & Wages	$927,138	$1,248,529	$1,248,529	$1,301,264	$1,201,111
Benefits	$349,260	$478,487	$478,487	$541,010	$574,462
Services & Supplies	$17,878	$47,712	$47,712	$45,576	$45,576
Internal Services	$240,771	$255,510	$255,510	$409,989	$445,738
Utilities	-$284	$1,500	$1,500	-	-
Contracted Services	$6,516	$85,730	$85,730	$100,653	$100,653
Professional Consulting	$102,345	$151,444	$232,724	$121,657	$121,657
Total Expenditures	**$1,643,625**	**$2,268,912**	**$2,350,192**	**$2,520,149**	**$2,489,197**

Expenditures by Fund

Expenditures by Fund

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
General Fund	$1,475,606	$2,016,468	$2,044,468	$2,297,492	$2,266,540
Developer Deposit	$168,019	$252,444	$305,724	$222,657	$222,657

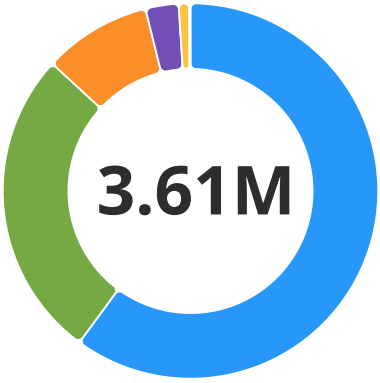
Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Total Expenditures	**$1,643,625**	**$2,268,912**	**$2,350,192**	**$2,520,149**	**$2,489,197**

Building and Safety

The Building and Safety Division is responsible for construction plan review, the issuance of building permits and the inspection of construction work in the City of Dublin to safeguard the health, property, and public welfare of the community. The Chief Building Official is responsible for the administration and enforcement of the City's Building Codes, Building Maintenance Code, Universal Design and Green Building Ordinances, and the administration of the City's Waste Management Plan. The Division is responsible for the Federal Flood Plain Management program in coordination with the Federal Emergency Management Agency.

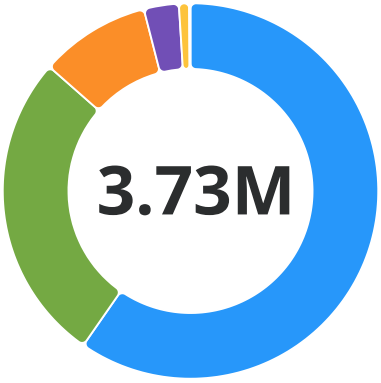
Expenditures by Expense Type

FY27 Expenditures by Expense Type



Contracted Services	$2,167,593	60.07%
Salaries & Wages	$966,100	26.77%
Benefits	$335,467	9.30%
Internal Services	$102,823	2.85%
Services & Supplies	$31,766	0.88%
Utilities	$2,520	0.07%
Capital outlay - Expendable	$2,000	0.06%

FY28 Expenditures by Expense Type



Contracted Services	$2,222,665	59.66%
Salaries & Wages	$998,838	26.81%
Benefits	$354,931	9.53%
Internal Services	$112,129	3.01%
Services & Supplies	$32,235	0.87%
Utilities	$2,520	0.07%
Capital outlay - Expendable	$2,000	0.05%

Expenditures by Expense Type

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Salaries & Wages	$852,818	$1,034,232	$1,034,232	$966,100	$998,838
Benefits	$339,724	$445,611	$445,611	$335,467	$354,931
Services & Supplies	$21,570	$36,640	$36,640	$31,766	$32,235
Internal Services	$205,318	$216,065	$216,065	$102,823	$112,129
Utilities	-	$2,520	$2,520	$2,520	$2,520
Contracted Services	$1,434,489	$2,051,287	$2,051,287	$2,167,593	$2,222,665
Capital outlay - Expendable	$6,520	$2,000	$2,000	$2,000	$2,000
Total Expenditures	**$2,860,439**	**$3,788,355**	**$3,788,355**	**$3,608,269**	**$3,725,318**

Expenditures by Fund

Expenditures by Fund

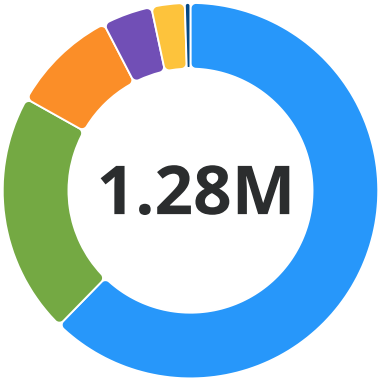
Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
General Fund	$2,860,362	$3,788,355	$3,788,355	$3,608,269	$3,725,318
Developer Deposit	$77	-	-	-	-
Total Expenditures	**$2,860,439**	**$3,788,355**	**$3,788,355**	**$3,608,269**	**$3,725,318**

Housing

Overseen by the Community Development Director, the Housing Division helps provide safe, decent, and suitable living environments for lower-income Dublin residents. Affordable housing responsibilities include the implementation of the Inclusionary Zoning Regulations and other housing programs such as the First-Time Home Buyer Loan Program. The Housing Division coordinates with current and future residential developers to develop Affordable Housing Agreements, creates marketing and management plans for inclusionary units, and works to qualify applicants for the ownership of new and resale Below-Market-Rate Units. The Division works with non-profit housing developers in planning and financing the construction of new and renovated affordable housing in Dublin.

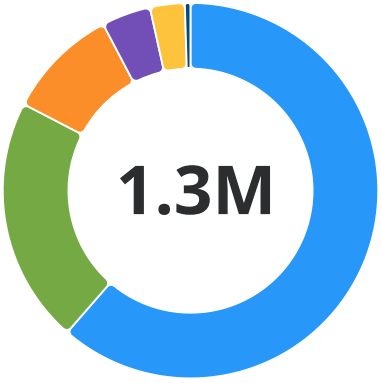
Expenditures by Expense Type

FY27 Expenditures by Expense Type



Loans	$800,000	62.31%
Salaries & Wages	$267,134	20.81%
Benefits	$118,700	9.25%
Contracted Services	$55,047	4.29%
Internal Services	$36,657	2.86%
Services & Supplies	$6,300	0.49%

FY28 Expenditures by Expense Type



Loans	$800,000	61.41%
Salaries & Wages	$276,300	21.21%
Benefits	$126,198	9.69%
Contracted Services	$55,047	4.23%
Internal Services	$38,968	2.99%
Services & Supplies	$6,300	0.48%

Expenditures by Expense Type

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Salaries & Wages	$234,018	$284,288	$284,288	$267,134	$276,300
Benefits	$108,045	$123,988	$123,988	$118,700	$126,198
Services & Supplies	$2,035	$6,450	$6,450	$6,300	$6,300
Internal Services	$57,263	$58,600	$58,600	$36,657	$38,968
Contracted Services	$36,083	$52,950	$52,950	$55,047	$55,047
Loans	-	$320,000	$5,980,322	$800,000	$800,000
Total Expenditures	**$437,444**	**$846,276**	**$6,506,598**	**$1,283,838**	**$1,302,813**

Expenditures by Fund

Expenditures by Fund

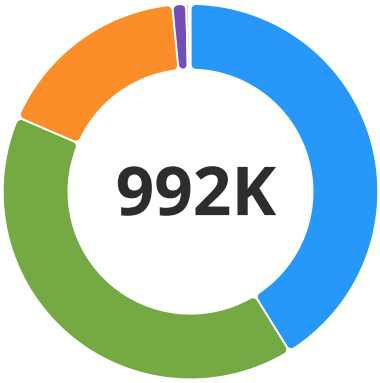
Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
General Fund	$1,260	-	-	-	-
Affordable Housing Fund	$436,184	$846,276	$6,506,598	$1,283,838	$1,302,813
Total Expenditures	**$437,444**	**$846,276**	**$6,506,598**	**$1,283,838**	**$1,302,813**

Code Enforcement

The Code Enforcement Division, under the oversight of the Chief Building Official, works closely with residents, business owners, outside agencies and other City departments to promote, protect and maintain the safety, health, and welfare of our residents. Code Enforcement staff is responsible for the enforcement of the Dublin Municipal Code in coordination with the Building and Safety Division, Planning Division, Public Works Department, Dublin Police Services and Fire Prevention.

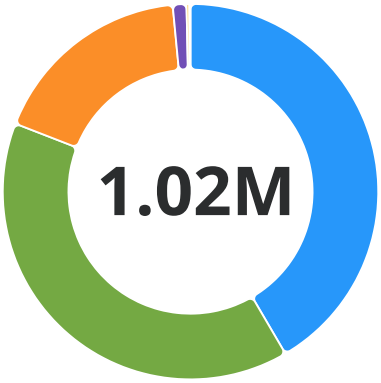
Expenditures by Expense Type

FY27 Expenditures by Expense Type



Salaries & Wages	$408,599	41.18%
Professional Consulting	$400,000	40.31%
Benefits	$168,361	16.97%
Services & Supplies	$11,840	1.19%
Utilities	$2,520	0.25%
Capital outlay - Expendable	$1,000	0.10%

FY28 Expenditures by Expense Type



Salaries & Wages	$422,608	41.56%
Professional Consulting	$400,000	39.34%
Benefits	$178,828	17.59%
Services & Supplies	$11,840	1.16%
Utilities	$2,520	0.25%
Capital outlay - Expendable	$1,000	0.10%

Expenditures by Expense Type

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Salaries & Wages	$290,279	$340,221	$340,221	$408,599	$422,608
Benefits	$159,331	$156,318	$156,318	$168,361	$178,828
Services & Supplies	$11,705	$11,322	$11,322	$11,840	$11,840
Utilities	-	$2,520	$2,520	$2,520	$2,520
Professional Consulting	$329,051	$400,000	$400,000	$400,000	$400,000
Capital outlay - Expendable	-	$45,000	$45,000	$1,000	$1,000
Total Expenditures	**$790,365**	**$955,381**	**$955,381**	**$992,320**	**$1,016,796**

Expenditures by Fund

Expenditures by Fund

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
General Fund	$790,365	$955,381	$955,381	$992,320	$1,016,796
Total Expenditures	**$790,365**	**$955,381**	**$955,381**	**$992,320**	**$1,016,796**

Fire Services

Fire Services consists of the Fire Operations and Fire Code Administration. Fire Operations is provided under a contract with the Alameda County Fire Department (ACFD), and includes fire suppression, advanced life support, emergency medical response, special operations response, and hazardous materials response. Suppression and prevention personnel are assigned to provide service from one of the three fire stations and/or the fire prevention office located in Dublin. The Fire Code Administration, which includes Fire Code compliance, is handled by the City of Dublin and ACFD staff.

Accomplishments for Fiscal Year 2024-25 and 2025-26

- Complete 100% of the fire plan checks routed by the assigned deadline.
- Improve response and turn out time percentages for emergency calls.
- Archive for public viewing, the remaining paper fire documents and continue with the transition to become a paperless operation in Dublin Fire Prevention.
- Continue to expand the network of GPS-enabled traffic preemption devices throughout Dublin.

Performance Measure	FY 2024 - 25 Projection	FY 2025 - 26 Projection	Results
Percentage of plan checks completed on time.	100%	100%	100%
Percentage of response turnout time for emergency calls.	91%	91%	Did not meet target goal

Objectives and Key Performance Measures for Fiscal Year 2026-27 and 2027-28

- Complete 100% of the fire plan checks routed by the assigned deadline.
- Reduce plan check times.
- Transition operational permit inspections and issuance to Energov as part of the continued transition to paperless operations in Dublin Fire Code Administration.
- Continue to expand the network of GPS-enabled traffic preemption devices throughout Dublin.
- Complete the implementation of G2 alerting system in all three fire stations.

Performance Measure	FY 2026 - 27 Projection	FY 2027 - 28 Projection
Percentage of plan checks completed on time.	100%	100%
Percentage of response turnout time for emergency calls.	90%	90%

Expenditures by Expense Type

FY27 Expenditures by Expense Type



Contracted Services	$21,160,490	95.96%
Internal Services	$548,918	2.49%
Capital Outlay - ISF	$164,947	0.75%
Salaries & Wages	$116,946	0.53%
Benefits	$47,172	0.21%
Services & Supplies	$13,100	0.06%

FY28 Expenditures by Expense Type



Contracted Services	$22,187,396	95.96%
Internal Services	$603,435	2.61%
Capital Outlay - ISF	$146,429	0.63%
Salaries & Wages	$120,959	0.52%
Benefits	$50,104	0.22%
Services & Supplies	$13,100	0.06%

Expenditures by Expense Type

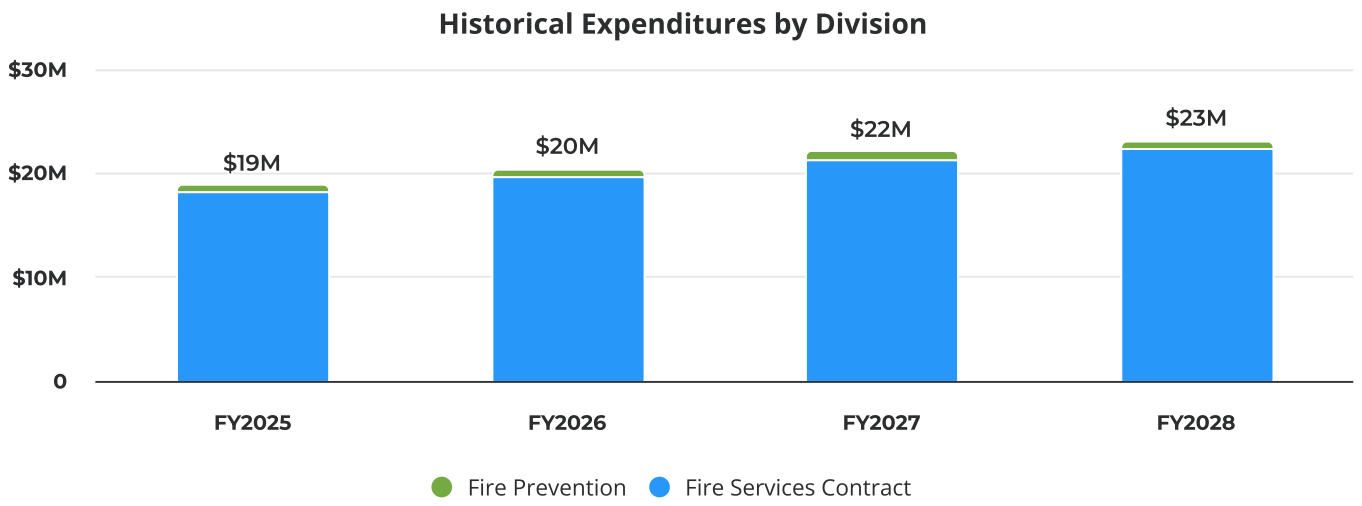
Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Salaries & Wages	$51,852.57	$114,983.00	$114,983.00	$116,946.00	$120,959.00
Benefits	$17,992.52	$46,071.00	$46,071.00	$47,172.00	$50,104.00
Services & Supplies	$220,062.68	$262,200.00	$262,200.00	$13,100.00	$13,100.00
Internal Services	$475,517.00	$520,776.00	$520,776.00	$548,918.00	$603,435.00
Contracted Services	$18,013,694.13	$19,078,477.00	$19,078,477.00	$21,160,490.00	$22,187,396.00
Capital Outlay - ISF	$21,820.00	$331,133.00	$331,133.00	$164,947.00	$146,429.00
Total Expenditures	**$18,800,938.90**	**$20,353,640.00**	**$20,353,640.00**	**$22,051,573.00**	**$23,121,423.00**

Expenditures by Fund

Expenditures by Fund

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
General Fund	$18,501,375.77	$19,867,323.00	$19,867,323.00	$21,729,762.00	$22,820,787.00
EMS Special Revenue	$277,743.13	$287,600.00	$287,600.00	$296,320.00	$300,636.00
Equipment Replacement	$21,820.00	$198,717.00	$198,717.00	$25,491.00	
Total Expenditures	**$18,800,938.90**	**$20,353,640.00**	**$20,353,640.00**	**$22,051,573.00**	**$23,121,423.00**

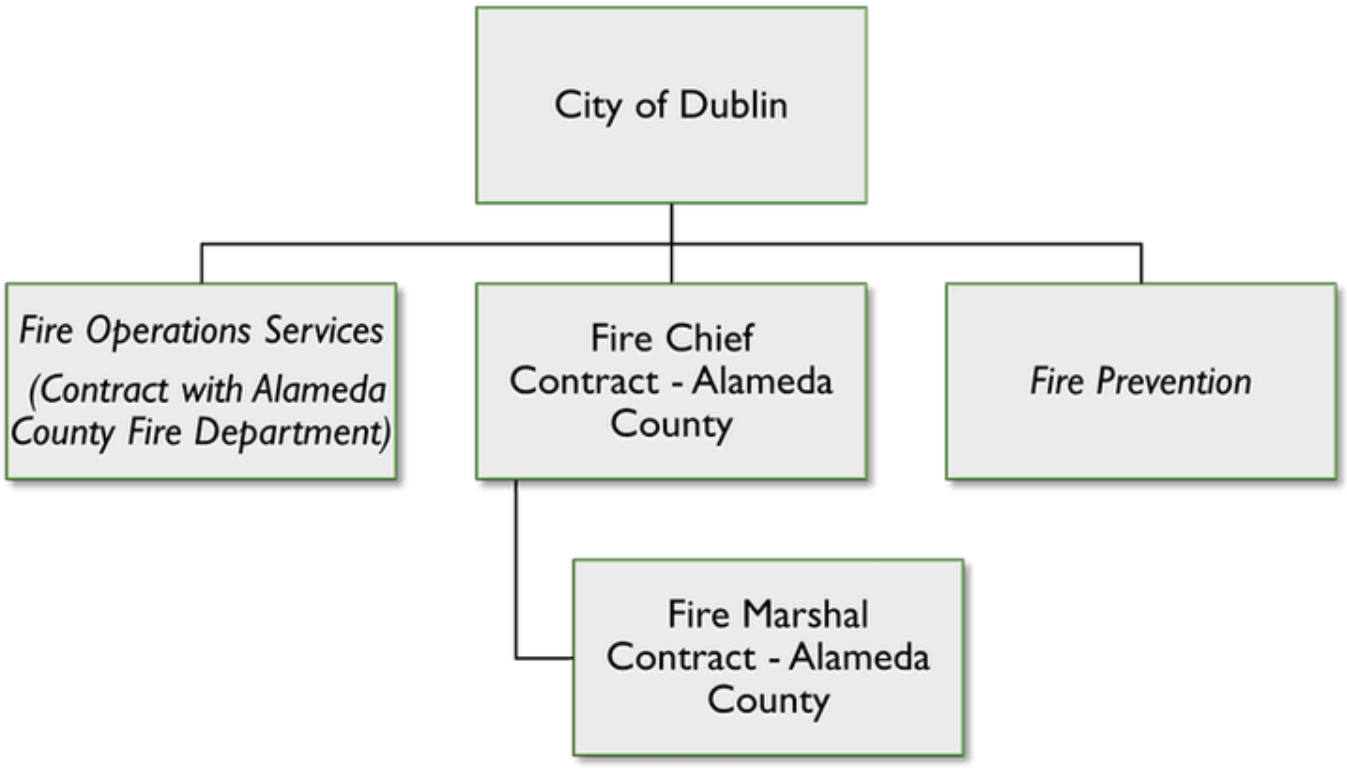
Expenditures by Division



Expenditures by Division

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Fire Services Contract	$18,248,520.00	$19,653,710.00	$19,653,710.00	$21,320,437.00	$22,328,825.00
Fire Prevention	$552,418.90	$699,930.00	$699,930.00	$731,136.00	$792,598.00
Total Expenditures	**$18,800,938.90**	**$20,353,640.00**	**$20,353,640.00**	**$22,051,573.00**	**$23,121,423.00**

Organizational Chart



Personnel Allocation

	FY2025 Actual	FY2026 Adopted	FY2026 Amended	FY2027 Budget	FY2028 Forecast	Budget vs. Amendment
Fire Department						
Permit Technician	1.00	1.00	1.00	1.00	1.00	
Total Fire Department	**1.00**	**1.00**	**1.00**	**1.00**	**1.00**	**0.00**

Fire Operations

Fire Operations services provided by ACFD include fire suppression, emergency medical services, hazardous materials response, and special operations response. ACFD provides line personnel to the City's three fire stations; these personnel provide first responder/paramedic services on three engines and one truck company.

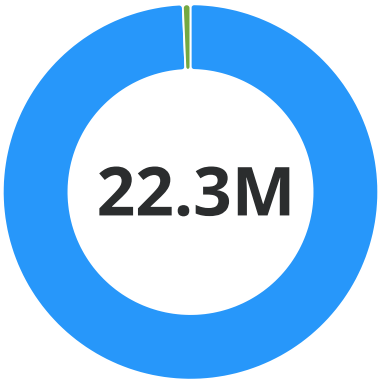
Expenditures by Expense Type

FY27 Expenditures by Expense Type



Contracted Services	$21,155,490	99.23%
Capital Outlay - ISF	$164,947	0.77%

FY28 Expenditures by Expense Type



Contracted Services	$22,182,396	99.34%
Capital Outlay - ISF	$146,429	0.66%

Expenditures by Expense Type

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Services & Supplies	$216,608	$249,100	$249,100	-	-
Contracted Services	$18,010,092	$19,073,477	$19,073,477	$21,155,490	$22,182,396
Capital Outlay - ISF	$21,820	$331,133	$331,133	$164,947	$146,429
Total Expenditures	**$18,248,520**	**$19,653,710**	**$19,653,710**	**$21,320,437**	**$22,328,825**

Expenditures by Fund

Expenditures by Fund

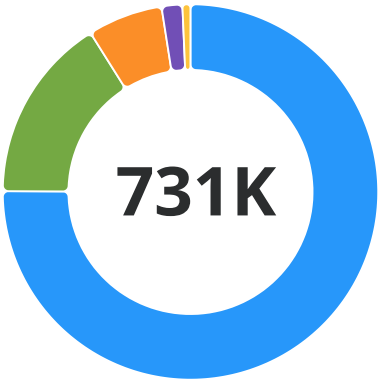
Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
General Fund	$17,952,559	$19,167,393	$19,167,393	$20,998,626	$22,028,189
EMS Special Revenue	$274,141	$287,600	$287,600	$296,320	$300,636
Equipment Replacement	$21,820	$198,717	$198,717	$25,491	-
Total Expenditures	**$18,248,520**	**$19,653,710**	**$19,653,710**	**$21,320,437**	**$22,328,825**

Fire Prevention

Fire Code Administration services are provided by City and County staff, and include plan check and inspection services. The Fire Code Administration services staff ensures that new and existing businesses and construction meet the safety standards adopted by the City Council and the State of California.

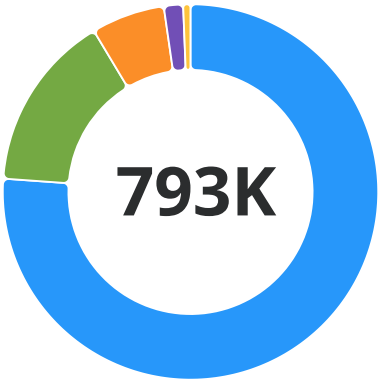
Expenditures by Expense Type

FY27 Expenditures by Expense Type



Internal Services	$548,918	75.08%
Salaries & Wages	$116,946	16.00%
Benefits	$47,172	6.45%
Services & Supplies	$13,100	1.79%
Contracted Services	$5,000	0.68%

FY28 Expenditures by Expense Type



Internal Services	$603,435	76.13%
Salaries & Wages	$120,959	15.26%
Benefits	$50,104	6.32%
Services & Supplies	$13,100	1.65%
Contracted Services	$5,000	0.63%

Expenditures by Expense Type

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Salaries & Wages	$51,853	$114,983	$114,983	$116,946	$120,959
Benefits	$17,993	$46,071	$46,071	$47,172	$50,104
Services & Supplies	$3,455	$13,100	$13,100	$13,100	$13,100
Internal Services	$475,517	$520,776	$520,776	$548,918	$603,435
Contracted Services	$3,602	$5,000	$5,000	$5,000	$5,000
Total Expenditures	**$552,419**	**$699,930**	**$699,930**	**$731,136**	**$792,598**

Expenditures by Fund

Expenditures by Fund

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
General Fund	$548,817	$699,930	$699,930	$731,136	$792,598
EMS Special Revenue	$3,602	-	-	-	-
Total Expenditures	**$552,419**	**$699,930**	**$699,930**	**$731,136**	**$792,598**

Police Services

Police Services is provided to Dublin via a contract with the Alameda County Sheriff's Office. The Dublin Police Services (DPS) Department consists of 63 sworn officers, four non-sworn Sheriff's Technicians, one non-sworn Crime Technician, one non-sworn Information Systems Technician, one Behavioral Health Unit Supervisor, one Behavioral Health Lead Clinician, one Behavioral Health Clinician, four Retired Annuitants, one Sheriff's Office Cadet, and five City personnel. The Department provides the following services to the community: Crime Prevention, School Resource Officers, Behavioral Health, Investigations, Special Investigations, Patrol, and Traffic Enforcement. The Police Services budget is arranged into three divisions: Police Operations, Police Operations Support, and Crossing Guards. The County Sheriff, under consultation with the City, designates the Commanding Officer who functions and is empowered to act as the City's Police Chief. Patrol, criminal investigation, traffic, crime prevention, and office management functions are performed from the Public Safety Building located at 6361 Clark Avenue. Dispatch and additional data processing functions are handled at the Alameda County Sheriff's Office.

Accomplishments for Fiscal Year 2024-25 and 2025-26

- Maintained and enhanced the quality of life in Dublin by collaborating and building strong partnerships with the citizens of Dublin.
- Worked with the City Manager to evaluate and plan for current and future staffing needs for the Police Department.
- Rolled out the flock camera system, to continue efforts to utilize technology to assist in the day-to-day operations.
- Completed the renovation to the DPS Police Chief's Conference Room which included the implementation of technology (large interactive touch screen monitor) to assist in seamlessly providing information during critical incidents.
- Completed station-wide training for supervisors. In 2025, DPS facilitated comprehensive supervisor training which was presented by "Why'd You Stop Me" aimed at enhancing frontline law enforcement leadership, supervisory decision-making, addressing performance issues, and addressing morale concerns of subordinate leaders.
- Completed an Internet Crimes Against Children (ICAC) operation. In September 2025, DPS in conjunction with the Federal Bureau of Investigations (FBI) conducted a joint operation titled the Child Exploitation Under Cover (UC) Chat. During this two-day operation, multiple suspects engaged in conversations with law enforcement officers, believing they were speaking with juveniles. These conversations ultimately led to the arrest of three suspects during the operation, and one suspect following the operation's conclusion.
- Conducted tobacco enforcement operations. On September 29, 2025, DPS' collaboration with the Alameda County Tobacco Retail Enforcement Network (ACTREN) and the California Department of Tax and Fee Administration (CDTFA) culminated with a retail tobacco inspection at a business whose owner has been in violation of local Dublin Municipal Codes pertaining to furnishing tobacco products to minors. Furthermore, this business had been operating without a tobacco retail license in close proximity to Dublin High School for almost a year. As a result of this inspection, the CDTFA collected and confiscated 72 boxes of tobacco/nicotine/vape related products, all of which they were prohibited from possessing.
- Assisted with the organization and security for numerous high-profile events throughout the city which fostered stronger relations, not only with the citizens of Dublin, but with numerous visitors to the city. Those events included the Saint Patrick's Day Festival (a two-day event), participating in the Special Olympics torch run, the fourth of July safe and sane fireworks detail, the National Night Out community engagement program, the Splatter Art and Wine Festival, and the City of Dublin annual tree-lighting event.
- Launched a seven-part video series on e-bikes, e-scooters, and micromobility devices and launched a webpage with additional resources and information in collaboration with the Community Engagement Division.
- Hosted a Prescription Drug and Fentanyl Safety Community Forum in partnership with the National Coalition Against Prescription Drug Abuse at Emerald High School.

Performance Measure	FY 2024 - 25 Projection	FY 2025 - 26 Projection	Results
Drug take-back events held.	2	2	2 each year
Neighborhood Watch meetings held.	30	30	10 each year
Coffee with a Cop events held.	3	3	10 events with a cop each year
Pizza with the Police events held.	3	3	Didn't hold Pizza with a Cop but did other similar events such as Mugs & Mulligans. Amounts reflected above

National Night Out event held.	1	1	1 each year
School awareness presentations made.	90	90	9 each year
DARE program - number of student graduates.	900	1000	Over 1,000 each year
Group talks/service organizations meetings held.	140	140	Multiple events held, total attendance not known
Citizen Academy meetings held.	10	10	10 each year
Youth Academy meetings held.	10	10	10 each year
Explorer Program meetings held.	10	10	18 each year

Objectives and Key Performance Measures for Fiscal Year 2026-27 and 2027-28

- Maintain and enhance the quality of life in Dublin by collaborating and building strong partnerships with the citizens of Dublin.
- Work with the City Manager to evaluate and plan for current and future staffing needs for police services.
- Continue to invest in public safety technology that advances proactive community policing and protects citizens and law enforcement.
- Build out the Dublin Police Services Real Time Information Center (RTIC) to enhance public safety by providing officers with timely, actionable information that supports faster response, better situational awareness, and more effective crime prevention.
- Strengthen the current Neighborhood Watch program by recruiting more block leaders and increasing participation in Neighborhood Watch meetings.
- Restructure and improve the Neighborhood Watch programs to bring together the community's interests in crime deterrence, volunteerism, and neighborhood preparedness.
- Enhance 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.

Performance Measure	FY 2026 - 27 Projection	FY 2027 - 28 Projection
Drug take-back events held.	2	2
Neighborhood Watch meetings held.	5	10
Community Engagement Events (i.e. "Coffee with a Cop)	6	6
National Night Out event held.	1	1
School awareness presentations made.	90	90
DARE program - number of student graduates.	1200	1200
Group talks/service organizations meetings held.	140	140
Citizen Academy meetings held.	10	10
Youth Academy meetings held.	10	10
Explorer Program meetings held.	10	10
City Related Security Details	24	24

Expenditures by Expense Type

FY27 Expenditures by Expense Type



Contracted Services	$30,402,632	90.46%
Internal Services	$1,490,451	4.43%
Services & Supplies	$849,834	2.53%
Salaries & Wages	$460,679	1.37%
Benefits	$262,603	0.78%
Capital outlay - Expendable	$114,000	0.34%
Utilities	$30,000	0.09%

FY28 Expenditures by Expense Type



Contracted Services	$30,406,888	89.93%
Internal Services	$1,650,918	4.88%
Services & Supplies	$855,170	2.53%
Salaries & Wages	$476,509	1.41%
Benefits	$279,239	0.83%
Capital outlay - Expendable	$114,000	0.34%
Utilities	$30,000	0.09%

Expenditures by Expense Type

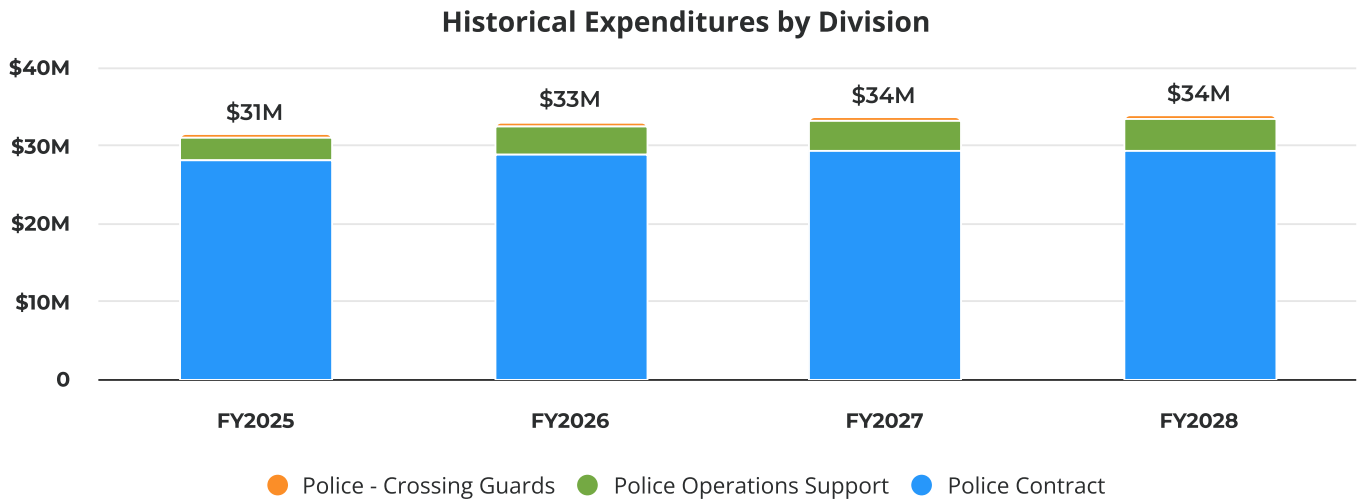
Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Salaries & Wages	$338,457.16	$535,991.00	$535,991.00	$460,679.00	$476,509.00
Benefits	$128,742.72	$261,006.00	$261,006.00	$262,603.00	$279,239.00
Services & Supplies	$1,588,802.94	$1,839,503.00	$2,032,066.22	$849,834.00	$855,170.00
Internal Services	$1,319,715.00	$1,433,203.00	$1,433,203.00	$1,490,451.00	$1,650,918.00
Utilities	$28,356.90	$30,700.00	$30,700.00	$30,000.00	$30,000.00
Contracted Services	$27,755,380.52	$28,782,337.00	$28,937,555.00	$30,402,632.00	$30,406,888.00
Capital outlay - Expendable	$76,808.28	$105,000.00	$559,498.00	$114,000.00	$114,000.00
Capital Outlay - ISF	$150,745.03		$204,687.65		
Total Expenditures	**$31,387,008.55**	**$32,987,740.00**	**$33,994,706.87**	**$33,610,199.00**	**$33,812,724.00**

Expenditures by Fund

Expenditures by Fund

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
General Fund	$30,278,304.77	$31,996,909.00	$32,328,890.22	$33,260,199.00	$33,812,724.00
State Seizure/Special Activity	$130,744.06		$445,498.00		
SLES/COPS Fund - CA	$219,373.00				
State Enforcement Grants	$119,600.69		$229,487.65		
American Rescue Plan Act(ARPA)	$638,986.03	$990,831.00	$990,831.00	$350,000.00	
Total Expenditures	**$31,387,008.55**	**$32,987,740.00**	**$33,994,706.87**	**$33,610,199.00**	**$33,812,724.00**

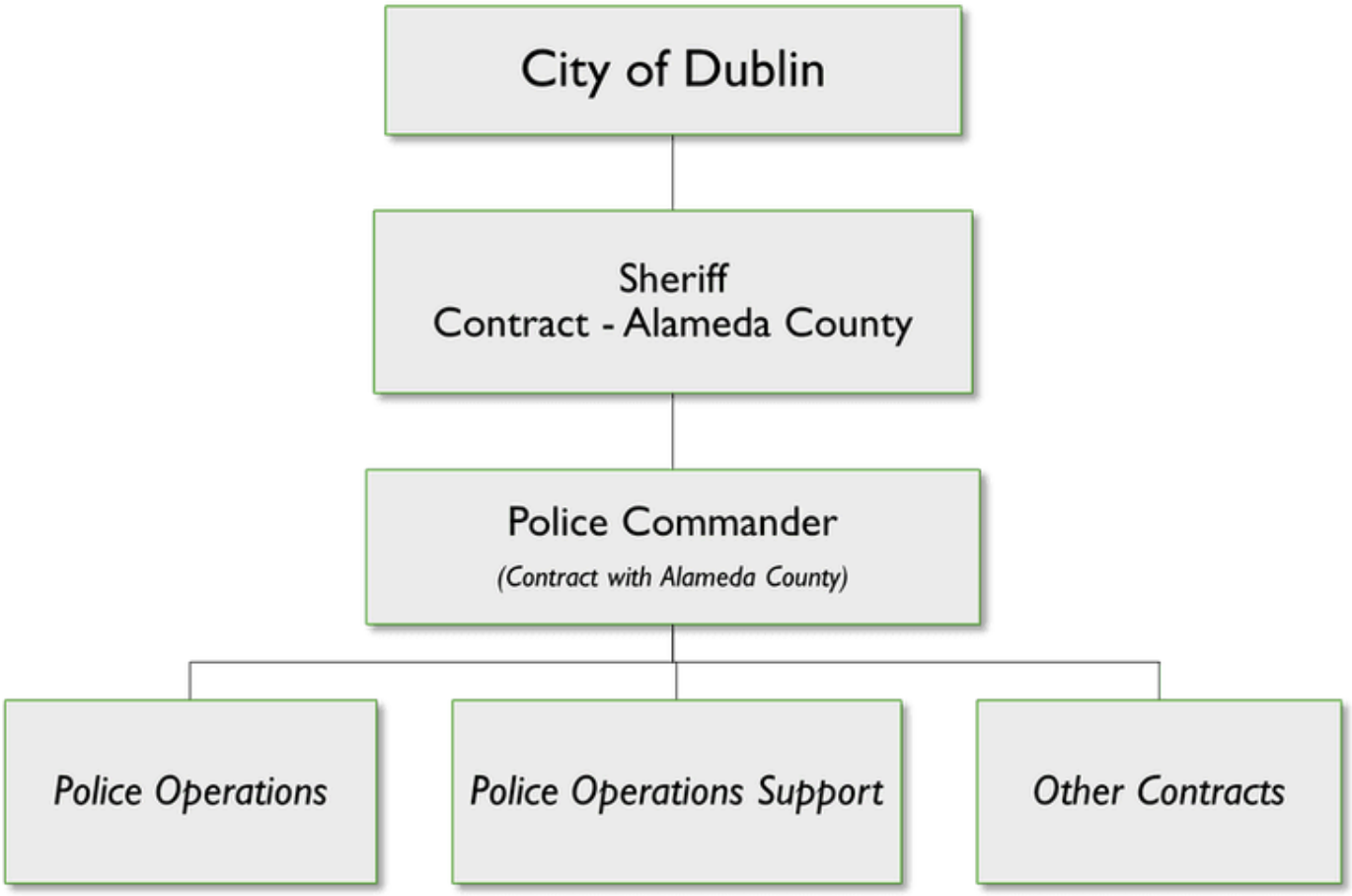
Expenditures by Division



Expenditures by Division

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Police Contract	$28,190,761.95	$28,884,855.00	$29,040,073.00	$29,333,739.00	$29,311,949.00
Police Operations Support	$2,799,501.67	$3,593,465.00	$4,445,213.87	$3,841,199.00	$4,047,468.00
Police - Crossing Guards	$396,744.93	$509,420.00	$509,420.00	$435,261.00	$453,307.00
Total Expenditures	**$31,387,008.55**	**$32,987,740.00**	**$33,994,706.87**	**$33,610,199.00**	**$33,812,724.00**

Organizational Chart



Personnel Allocation

	FY2025 Actual	FY2026 Adopted	FY2026 Amended	FY2027 Budget	FY2028 Forecast	Budget vs. Amendment
Police Department						
Administrative Aide	1.00	1.00	1.00	1.00	1.00	
Administrative Technician	1.00	1.00	1.00	1.00	1.00	
Office Assistant II	2.00	2.00	2.00	2.00	2.00	
Total Police Department	**4.00**	**4.00**	**4.00**	**4.00**	**4.00**	**0.00**

Police Operations

The Police Services Operations Division consists of Administration, Investigations, Patrol, Traffic Unit, Dispatch, and Behavioral Health.

Expenditures by Expense Type

FY27 Expenditures by Expense Type



Contracted Services **$29,333,739** 100.00%

FY28 Expenditures by Expense Type



Contracted Services **$29,311,949** 100.00%

Expenditures by Expense Type

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Services & Supplies	$994,598	$994,598	$994,598	-	-
Contracted Services	$27,196,164	$27,890,257	$28,045,475	$29,333,739	$29,311,949
Total Expenditures	**$28,190,762**	**$28,884,855**	**$29,040,073**	**$29,333,739**	**$29,311,949**

Expenditures by Fund

Expenditures by Fund

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
General Fund	$27,332,403	$27,894,024	$28,049,242	$28,983,739	$29,311,949
SLES/COPS Fund - CA	$219,373	-	-	-	-
American Rescue Plan Act(ARPA)	$638,986	$990,831	$990,831	$350,000	-
Total Expenditures	**$28,190,762**	**$28,884,855**	**$29,040,073**	**$29,333,739**	**$29,311,949**

Police Operations Support

The Police Services Operations Support Division comprises the Records Unit and the Evidence Unit. The Records Unit assists the general public with various procedures, such as the release of reports, impounded vehicle releases, and the filing of police reports. The Evidence Unit is responsible for the processing of evidence collected by patrol and investigations, preparing evidence for court, and returning it to the owners.

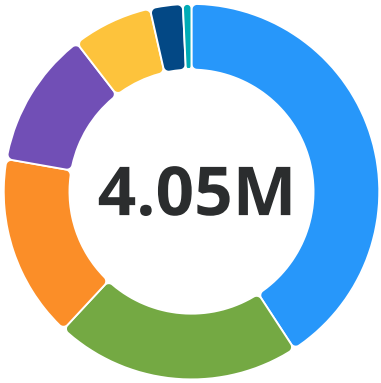
Expenditures by Expense Type

FY27 Expenditures by Expense Type



Internal Services	$1,490,451	38.80%
Services & Supplies	$849,834	22.12%
Contracted Services	$633,632	16.50%
Salaries & Wages	$460,679	11.99%
Benefits	$262,603	6.84%
Capital outlay - Expendable	$114,000	2.97%
Utilities	$30,000	0.78%

FY28 Expenditures by Expense Type



Internal Services	$1,650,918	40.79%
Services & Supplies	$855,170	21.13%
Contracted Services	$641,632	15.85%
Salaries & Wages	$476,509	11.77%
Benefits	$279,239	6.90%
Capital outlay - Expendable	$114,000	2.82%
Utilities	$30,000	0.74%

Expenditures by Expense Type

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Salaries & Wages	$338,457	$535,991	$535,991	$460,679	$476,509
Benefits	$128,743	$261,006	$261,006	$262,603	$279,239
Services & Supplies	$594,205	$844,905	$1,037,468	$849,834	$855,170
Internal Services	$1,319,715	$1,433,203	$1,433,203	$1,490,451	$1,650,918
Utilities	$28,357	$30,700	$30,700	$30,000	$30,000
Contracted Services	$162,472	$382,660	$382,660	$633,632	$641,632
Capital outlay - Expendable	$76,808	$105,000	$559,498	$114,000	$114,000
Capital Outlay - ISF	$150,745	-	$204,688	-	-
Total Expenditures	**$2,799,502**	**$3,593,465**	**$4,445,214**	**$3,841,199**	**$4,047,468**

Expenditures by Fund

Expenditures by Fund

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
General Fund	$2,549,157	$3,593,465	$3,770,228	$3,841,199	$4,047,468
State Seizure/Special Activity	$130,744	-	$445,498	-	-
State Enforcement Grants	$119,601	-	$229,488	-	-
Total Expenditures	**$2,799,502**	**$3,593,465**	**$4,445,214**	**$3,841,199**	**$4,047,468**

Police - Crossing Guards

Currently, crossing guard services are provided to Dublin Unified School District schools at 18 crossing locations throughout the City. The crossing guards assist students in crossing heavily traveled streets on their way to and from school. Services are provided at these locations in accordance with the Dublin Unified School District regular school schedule. Crossing guard services are provided to the City under private contract. The contractor provides the recruitment, training, supervision, and substitute personnel associated with the program management.

Expenditures by Expense Type

FY27 Expenditures by Expense Type



Contracted Services **$435,261** 100.00%

FY28 Expenditures by Expense Type



Contracted Services **$453,307** 100.00%

Expenditures by Expense Type

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Contracted Services	$396,745	$509,420	$509,420	$435,261	$453,307
Total Expenditures	**$396,745**	**$509,420**	**$509,420**	**$435,261**	**$453,307**

Expenditures by Fund

Expenditures by Fund

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
General Fund	$396,745	$509,420	$509,420	$435,261	$453,307
Total Expenditures	**$396,745**	**$509,420**	**$509,420**	**$435,261**	**$453,307**

Parks and Community Services

The Parks and Community Services (PCS) Department develops and implements quality programs that encourage healthy lifestyles, preserve the City's heritage, provide recreational experiences, and strengthen the community's image. The Department budget is divided into eight divisions that include six major facilities: Heritage Center, Senior Center, Shannon Center, Stager Gymnasium, The Wave, and the Dublin Arts Center (DAC). Additional divisions include Parks and Community Services Administration and Cultural Arts and Special Events. Facility-based divisions account for program delivery, facility rentals and day to day operations at each site, while department-wide divisions support administrative functions and community-based programming delivered across multiple locations.

Accomplishments for Fiscal Year 2024-25 and 2025-26

- Enhanced and Modernized City Infrastructure, Facilities, and Accessibility
    - Implemented and launched a fully accessible fitness space at the Senior Center.
    - Completed a major rehabilitation of the Splash Zone in partnership with the manufacturer, including repainting, feature repairs, and new slide coatings.
    - Installed rental sports equipment lockers at City parks to expand access to recreational amenities.
    - Conducted a competitive Request for Proposals for pool maintenance services and established a 10-year preventative maintenance plan.
    - Led the successful launch and ongoing operations of three new parks, including Wallis Ranch Community Park, Forest Park, and the Iron Horse Trail Nature Park and Open Space, by coordinating grand opening events and establishing recreation operations, including athletic field and picnic shelter programming, in alignment with the Parks and Recreation Master Plan.
    - Installed communication boards at five City locations to support all-abilities communication.
    - Launched a Tree Adoption Program at Forest Park, resulting in the adoption of seven trees and establishing a meaningful opportunity for community members to contribute to the park's long-term environmental legacy and identity.

- Expanded Community Programming, Special Events, and Inclusive Recreation Opportunities
    - Expanded senior programming through new classes and events, including Gentle Pilates, Pranayama Breathwork, and Gentle Yoga.
    - Launched Sensory Splash, an adaptive recreation swim program.
    - Introduced seasonal swim camps in coordination with Family Services to expand youth programming.
    - Launched Dublin Dynamic Kids, an adaptive recreation program featuring inclusive activities such as gym play, arts and crafts, and a sensory-friendly “Zen Den.”
    - Introduced the Department’s first Sensory-Friendly Breakfast with Santa event.
    - Launched the Friday Night Market series at St. Patrick’s Row.
    - Introduced the Dublin Tree Lane experience as part of the annual Tree Lighting event.
    - Hosted the USA Cricket Girls East vs. West Coast Championship at Fallon Sports Park, strengthening the City’s role as a destination for regional and national sporting events.
    - Planned and executed the 250th Birthday celebration of the United States Army.
    - Implemented a temporary art program that included the painting of twelve painted wood barrels.

- Leveraged Technology and Data-Driven Tools to Improve Operational Efficiency and Service Delivery
    - Implemented HydroApps facility operations software at The Wave to improve document management, staff training tracking, communication, and maintenance oversight.
    - Implemented Placer.ai technology to enhance the accuracy of event and program attendance tracking.
    - Implemented the Perry Weather system, including an onsite weather station to monitor real-time conditions, automate safety protocols, and support operational decision-making.

- Strengthened Financial Performance, Revenue Generation, and External Funding Opportunities

- Reduced contract services expenses by $120,000 by implementing a 3 percent credit card fee within the City's registration software.
- Secured grant funding from the County of Alameda Health Department to support the City's Intellectually and Developmentally Disabled Job Skill Development Program across two fiscal years.
- Generated $459,240 in revenue above projections across the City's two largest rental community centers, reflecting strong demand and effective facility utilization.
- Achieved the two highest-attended waterpark seasons since opening, with 65,510 visitors in 2024 and 63,770 visitors in 2025.

- Promoted Organizational Effectiveness, Workforce Stability, and Strategic Marketing Initiatives
  - Maintained low employee turnover, with 43 percent in FY 2024–2025 (176 employees) and 39 percent in FY 2025–2026 (184 employees).
  - Completed the revision to job descriptions and salary plans for temporary staff, further supporting efforts to attract and retain staff.
  - Diversified marketing efforts for The Wave to include digital platforms, local publications, BART advertising, and expanded promotional campaigns.

Performance Measure	FY 2024 - 25 Projection	FY 2025 - 26 Projection	Results
Swim lesson revenue increased.	+3%	+3%	24.25 percent decline due to pool closures caused by equipment failure
New utility box public art painting projects completed.	10 boxes	10 boxes	10 boxes completed each year

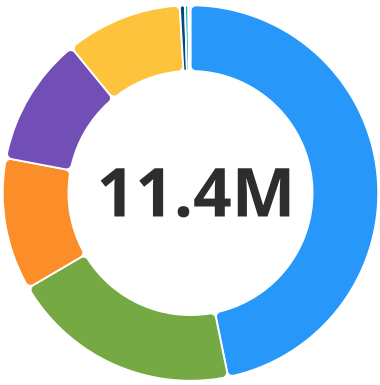
Objectives and Key Performance Measures for Fiscal Year 2026-27 and 2027-28

- Increase vendor and sponsorship revenue for St. Patrick's Day Festival and Splatter.
- Launch the ninth After-School Recreation site at Shamrock Hills Elementary.
- Demonstrate agility and increase event revenue by hosting both new ongoing events, such as the Community Garage Sale and Night Markets, and one-time events, such as the 250th Birthday celebration.
- Continue to increase utilization rates of the Dublin Senior Center by adding revenue generating programs such as the Senior Prom and the Senior Talent Show.
- Revamp the 3's and 4's Preschool program to focus on specialized classes in response to Universal Transitional Kindergarten.
- Increase hourly use fees for grass sports fields to better align with maintenance costs and reduce the City's operational subsidy while maintaining equitable community access.
- Establish the Dublin Arts Center as a vibrant hub for cultural arts programming that serves the community and contributes to ongoing cost recovery.
- Plan and execute Grand Opening events for the two new neighborhood parks in the Francis Ranch Development and the park at Dublin Centre, while establishing and implementing ongoing operational procedures that support long-term public enjoyment in alignment with the Parks and Recreation Master Plan.

Performance Measure	FY 2026 - 27 Projection	FY 2027 - 28 Projection
Increase waterpark admissions	+20%	+20%
Increase waterpark cabana and lounger rentals	+20%	+20%
Increase waterpark birthday party package rentals	+20%	+20%
Increase waterpark recreation swim admissions	+20%	+20%
Increase waterpark private pool lane rentals	+20%	+20%
New utility box public art painting projects completed.	10 boxes	10 boxes
Increase after-school recreation sites	+1	N/A

Expenditures by Expense Type

FY27 Expenditures by Expense Type



Salaries & Wages	$5,311,595	46.78%
Contracted Services	$2,246,997	19.79%
Benefits	$1,294,700	11.40%
Services & Supplies	$1,260,597	11.10%
Internal Services	$1,137,270	10.02%
Utilities	$50,345	0.44%
Capital outlay - Expendable	$32,500	0.29%
Professional Consulting	$20,000	0.18%

FY28 Expenditures by Expense Type



Salaries & Wages	$5,510,957	47.55%
Contracted Services	$2,297,647	19.82%
Benefits	$1,368,111	11.80%
Internal Services	$1,236,287	10.67%
Services & Supplies	$1,075,097	9.28%
Utilities	$50,345	0.43%
Capital outlay - Expendable	$32,500	0.28%
Professional Consulting	$20,000	0.17%

Expenditures by Expense Type

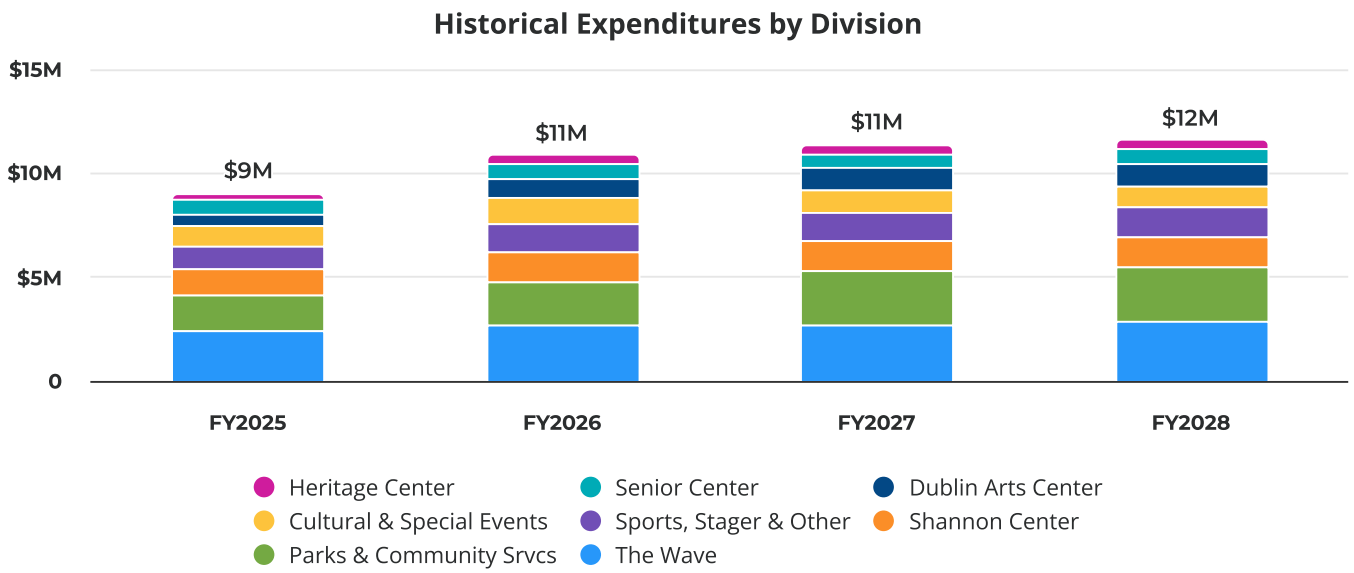
Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Salaries & Wages	$4,619,449.80	$5,237,843.31	$5,237,843.31	$5,311,595.00	$5,510,957.00
Benefits	$1,114,684.29	$1,254,319.12	$1,254,319.12	$1,294,700.00	$1,368,111.00
Services & Supplies	$711,373.96	$1,039,022.00	$1,083,022.00	$1,260,597.00	$1,075,097.00
Internal Services	$899,888.00	$940,202.00	$940,202.00	$1,137,270.00	$1,236,287.00
Utilities	$13,891.26	$53,905.00	$53,905.00	$50,345.00	$50,345.00
Contracted Services	$1,428,646.14	$2,238,877.00	$2,078,495.60	$2,246,997.00	$2,297,647.00
Professional Consulting	$17,300.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
Capital outlay - Expendable	$176,029.83	$80,000.00	$140,612.94	$32,500.00	$32,500.00
Capital Outlay - ISF	$22,258.37		$200,477.75		
Total Expenditures	**$9,003,521.65**	**$10,864,168.43**	**$11,008,877.72**	**$11,354,004.00**	**$11,590,944.00**

Expenditures by Fund

Expenditures by Fund

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
General Fund	$8,961,040.78	$10,783,918.43	$10,719,836.97	$11,273,754.00	$11,510,694.00
Public Art Fund	$42,480.87	$80,250.00	$80,250.00	$80,250.00	$80,250.00
Equipment Replacement			$208,790.75		
Total Expenditures	**$9,003,521.65**	**$10,864,168.43**	**$11,008,877.72**	**$11,354,004.00**	**$11,590,944.00**

Expenditures by Division

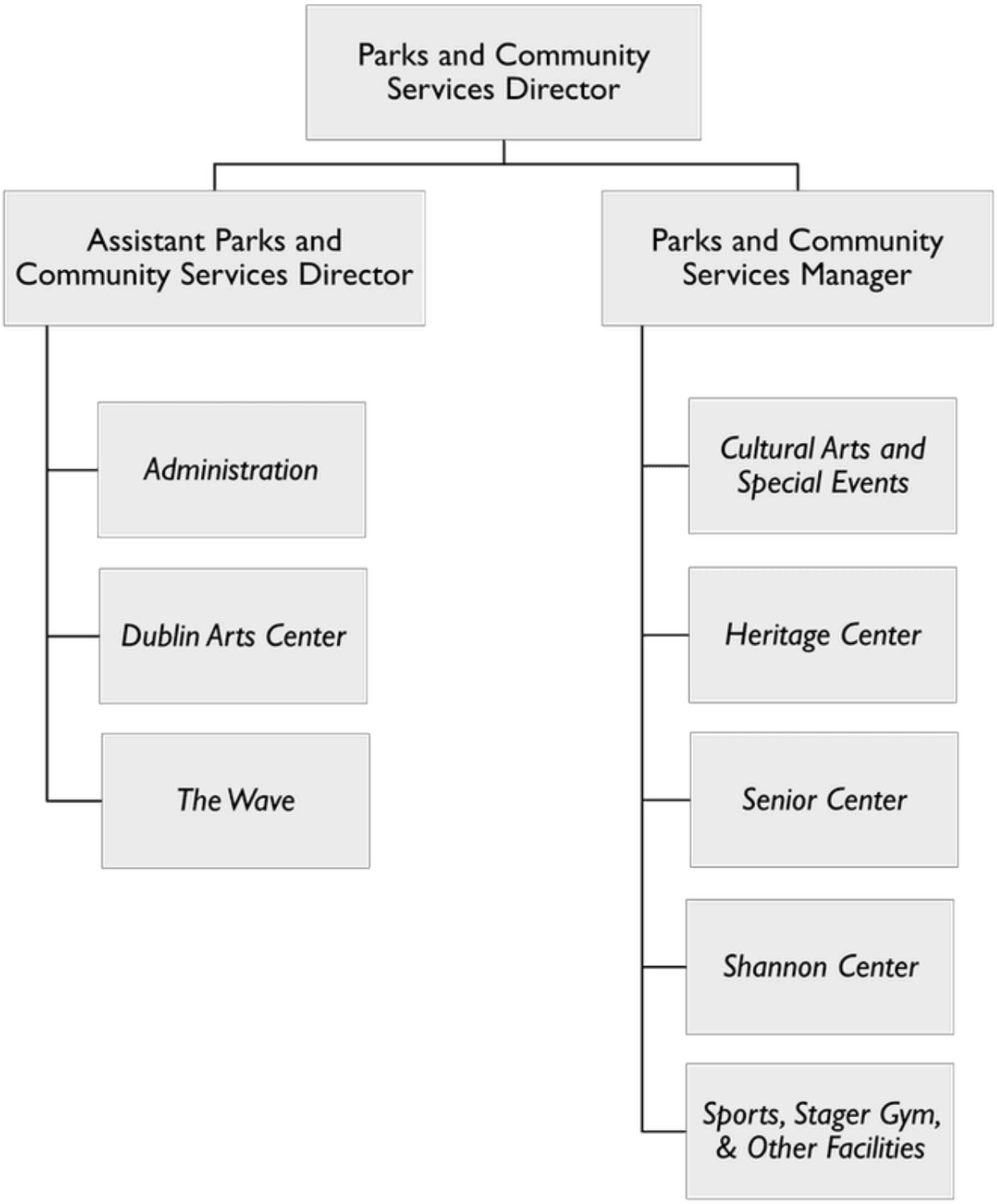


Expenditures by Division

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Parks & Community Srvcs	$1,796,369.27	$2,067,791.00	$2,118,019.00	$2,531,795.00	$2,672,485.00
Cultural & Special Events	$988,274.60	$1,221,887.72	$1,221,887.72	$1,020,502.20	$1,033,536.20
Heritage Center	$325,961.66	$472,570.00	$472,570.00	$443,977.00	$459,086.00
Senior Center	$651,900.14	$639,210.00	$639,210.00	$652,606.00	$677,202.00
Shannon Center	$1,219,267.24	$1,418,044.81	$1,428,429.75	$1,503,295.00	$1,419,364.00
Sports, Stager & Other	$1,130,766.13	$1,415,154.40	$1,415,154.40	$1,384,735.80	$1,417,481.80
The Wave	$2,357,069.70	$2,684,448.50	$2,972,544.85	$2,710,014.00	$2,808,166.00
Dublin Arts Center	$533,912.91	$945,062.00	$741,062.00	$1,107,079.00	$1,103,623.00
Total Expenditures	**$9,003,521.65**	**$10,864,168.43**	**$11,008,877.72**	**$11,354,004.00**	**$11,590,944.00**

Attachment #2

Organizational Chart



Attachment #2

Personnel Allocation

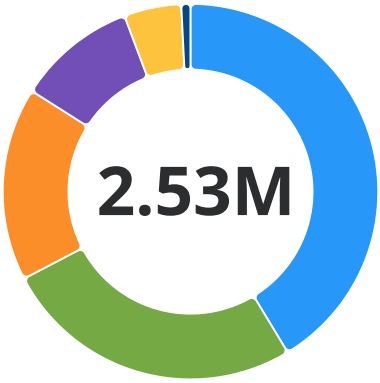
	FY2025 Actual	FY2026 Adopted	FY2026 Amended	FY2027 Budget	FY2028 Forecast	Budget vs. Amendment
Parks and Community Service						
Parks & Community Svcs Director	1.00	1.00	1.00	1.00	1.00	
Asst. Parks & Comm Services Dir.	1.00	1.00	1.00	1.00	1.00	
Graphic Design & Comm Coordinator	1.00					
Management Analyst II	1.00	1.00	1.00	1.00	1.00	
Office Assistant II	0.50	0.50	1.00	1.00	1.00	
Parks & Community Services Manager	2.00	2.00	2.00	2.00	2.00	
Recreation Coordinator	9.00	9.00	9.00	9.00	9.00	
Recreation Supervisor	3.00	3.00	4.00	4.00	4.00	
Recreation Technician	1.00	1.00	1.00	1.00	1.00	
Senior Office Assistant	3.50	3.50	3.50	3.50	3.50	
Total Parks and Community Services	**23.00**	**22.00**	**22.50**	**22.50**	**22.50**	

Parks and Community Services Administration

This Division manages the Department's accounts payable, contract management, registration software administration, policy review, and development, and manages the public's interaction with online services. It also oversees the City's Parks and Community Services Commission, Heritage and Cultural Arts Commission, Human Services Commission, Senior Center Advisory Committee, and Youth Advisory Committee. The administrative staff manages sponsorship and grant applications to support the Department's programs and events, adjusting procedures as necessary to meet business needs. Additionally, with the opening of the Dublin Arts Center planned for Fiscal Year 2026-27, this Division will be responsible for its administrative and budget-related functions.

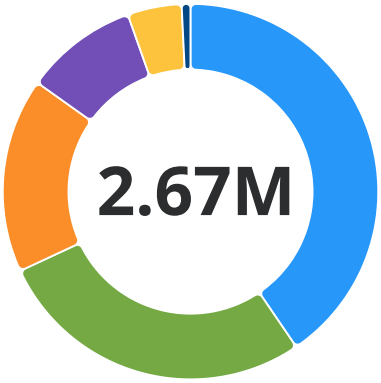
Expenditures by Expense Type

FY27 Expenditures by Expense Type



Salaries & Wages	$1,046,896	41.35%
Internal Services	$657,760	25.98%
Benefits	$422,189	16.68%
Contracted Services	$260,000	10.27%
Services & Supplies	$124,950	4.94%
Professional Consulting	$20,000	0.79%

FY28 Expenditures by Expense Type



Salaries & Wages	$1,081,969	40.49%
Internal Services	$737,313	27.59%
Benefits	$448,253	16.77%
Contracted Services	$260,000	9.73%
Services & Supplies	$124,950	4.68%
Professional Consulting	$20,000	0.75%

Expenditures by Expense Type

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Salaries & Wages	$760,323	$863,295	$863,295	$1,046,896	$1,081,969
Benefits	$257,995	$296,100	$296,100	$422,189	$448,253
Services & Supplies	$116,660	$104,450	$104,450	$124,950	$124,950
Internal Services	$416,799	$433,346	$433,346	$657,760	$737,313
Contracted Services	$203,960	$350,600	$350,600	$260,000	$260,000
Professional Consulting	$17,300	$20,000	$20,000	$20,000	$20,000
Capital outlay - Expendable	$1,074	-	$50,228	-	-
Capital Outlay - ISF	$22,258	-	-	-	-
Total Expenditures	**$1,796,369**	**$2,067,791**	**$2,118,019**	**$2,531,795**	**$2,672,485**

Expenditures by Fund

Expenditures by Fund

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
General Fund	$1,796,369	$2,067,791	$2,118,019	$2,531,795	$2,672,485
Total Expenditures	**$1,796,369**	**$2,067,791**	**$2,118,019**	**$2,531,795**	**$2,672,485**

Cultural Arts and Special Events

The Cultural Arts budget includes performing and visual arts classes, public art projects not associated with a current capital improvement project (for example, utility boxes, temporary art projects, or repairs), and City-presented performances. This budget also includes the Arts Space Grant program, which provides City support for performances and arts programs sponsored by outside organizations on City property to benefit the public. The Special Events budget includes the St. Patrick's Day Festival, Splatter, the Shamrock Run, Concerts, smaller seasonal events (such as the Farmers' Market, Harvest Fair, Holiday Tree Lighting, and Eggstravaganza), outdoor movies, campouts, and one-time special events (such as groundbreakings and ribbon cuttings for new City parks and facilities).

Expenditures by Expense Type

FY27 Expenditures by Expense Type



Services & Supplies	$352,752	34.57%
Contracted Services	$336,030	32.93%
Salaries & Wages	$258,663	25.35%
Benefits	$70,557	6.91%
Capital outlay - Expendable	$2,500	0.24%

FY28 Expenditures by Expense Type



Services & Supplies	$353,752	34.23%
Contracted Services	$336,030	32.51%
Salaries & Wages	$266,419	25.78%
Benefits	$74,835	7.24%
Capital outlay - Expendable	$2,500	0.24%

Expenditures by Expense Type

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Salaries & Wages	$338,178	$386,105	$386,105	$258,663	$266,419
Benefits	$103,158	$142,646	$142,646	$70,557	$74,835
Services & Supplies	$263,464	$335,532	$335,532	$352,752	$353,752
Contracted Services	$274,723	$332,605	$332,605	$336,030	$336,030
Capital outlay - Expendable	$8,751	$25,000	$25,000	$2,500	$2,500
Total Expenditures	**$988,275**	**$1,221,888**	**$1,221,888**	**$1,020,502**	**$1,033,536**

Expenditures by Fund

Expenditures by Fund

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
General Fund	$945,794	$1,141,638	$1,141,638	$940,252	$953,286
Public Art Fund	$42,481	$80,250	$80,250	$80,250	$80,250

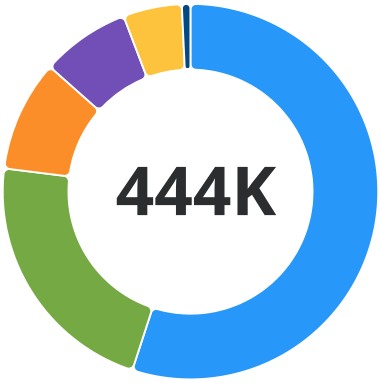
Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Total Expenditures	**$988,275**	**$1,221,888**	**$1,221,888**	**$1,020,502**	**$1,033,536**

Heritage Center

The Heritage Center budget covers the operational and programming costs for Dublin's historical facilities, including Heritage Park and Museums, the Dublin Pioneer Cemetery, and the Dublin Camp Parks Military History Center. Alongside building-related expenses, this budget covers temporary exhibits, museum collections and historical vehicle maintenance, support for burials in the Cemetery, and rentals of Old St. Raymond Church and the Sunday School Barn.

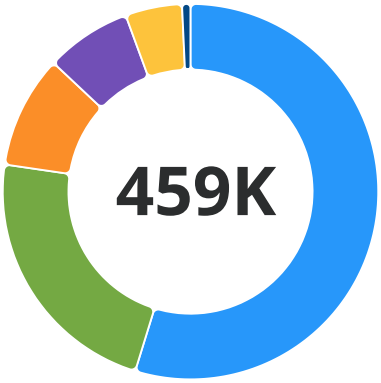
Expenditures by Expense Type

FY27 Expenditures by Expense Type



Salaries & Wages	$244,259	55.02%
Benefits	$97,500	21.96%
Internal Services	$42,543	9.58%
Services & Supplies	$33,905	7.64%
Contracted Services	$22,470	5.06%
Utilities	$3,300	0.74%

FY28 Expenditures by Expense Type



Salaries & Wages	$251,410	54.76%
Benefits	$103,504	22.55%
Internal Services	$44,497	9.69%
Services & Supplies	$33,905	7.39%
Contracted Services	$22,470	4.89%
Utilities	$3,300	0.72%

Expenditures by Expense Type

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Salaries & Wages	$219,448	$250,789	$250,789	$244,259	$251,410
Benefits	$57,594	$93,837	$93,837	$97,500	$103,504
Services & Supplies	$11,111	$32,505	$32,505	$33,905	$33,905
Internal Services	$37,809	$39,669	$39,669	$42,543	$44,497
Utilities	-	$3,300	$3,300	$3,300	$3,300
Contracted Services	-	$52,470	$52,470	$22,470	$22,470
Total Expenditures	**$325,962**	**$472,570**	**$472,570**	**$443,977**	**$459,086**

Expenditures by Fund

Expenditures by Fund

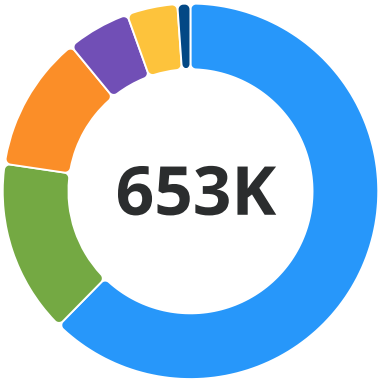
Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
General Fund	$325,962	$472,570	$472,570	$443,977	$459,086
Total Expenditures	**$325,962**	**$472,570**	**$472,570**	**$443,977**	**$459,086**

Senior Center

The Dublin Senior Center offers a variety of senior classes, activities, events, and programs that engage the mind, body, and spirit. It also provides a daily lunch program and a variety of free health and informational services to seniors throughout the year. The facility has a library with computers and wi-fi access, and a ballroom, which can seat approximately 250 guests and can be rented to host a wedding, fundraiser, or any other event. The budget includes expenditures related to facility operations, rentals, and senior program activities.

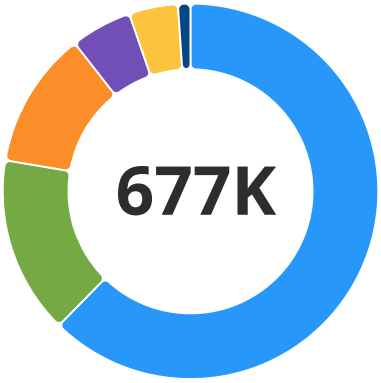
Expenditures by Expense Type

FY27 Expenditures by Expense Type



Salaries & Wages	$406,943	62.36%
Benefits	$97,856	14.99%
Internal Services	$76,302	11.69%
Contracted Services	$35,700	5.47%
Services & Supplies	$28,505	4.37%
Utilities	$7,300	1.12%

FY28 Expenditures by Expense Type



Salaries & Wages	$422,208	62.35%
Benefits	$103,606	15.30%
Internal Services	$79,883	11.80%
Contracted Services	$35,700	5.27%
Services & Supplies	$28,505	4.21%
Utilities	$7,300	1.08%

Expenditures by Expense Type

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Salaries & Wages	$384,494	$381,003	$381,003	$406,943	$422,208
Benefits	$133,723	$94,550	$94,550	$97,856	$103,606
Services & Supplies	$21,525	$27,330	$27,330	$28,505	$28,505
Internal Services	$74,749	$78,427	$78,427	$76,302	$79,883
Utilities	-	$7,300	$7,300	$7,300	$7,300
Contracted Services	$10,581	$50,600	$50,600	$35,700	$35,700
Capital outlay - Expendable	$26,829	-	-	-	-
Total Expenditures	**$651,900**	**$639,210**	**$639,210**	**$652,606**	**$677,202**

Expenditures by Fund

Expenditures by Fund

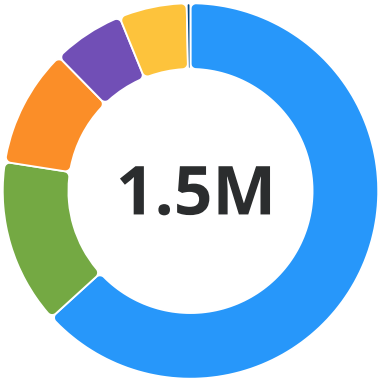
Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
General Fund	$651,900	$639,210	$639,210	$652,606	$677,202
Total Expenditures	**$651,900**	**$639,210**	**$639,210**	**$652,606**	**$677,202**

Shannon Center

The Shannon Community Center is 19,700 square feet and provides a banquet hall for 300 people, a teaching kitchen, two preschool classrooms, flexible meeting rooms, and staff offices. The budget includes expenditures related to facility operations and rentals, and various recreational and program activities such as Dublin Preschool, Youth/Adult Contract Instructional Classes, and Camps. The budget also provides for After-School Recreation and After-School LEAD (Leadership Experience and Development) programs at all Dublin public elementary and middle schools. In addition, Dublin LEAD is offered to teens so they may receive training in various job-related skills.

Expenditures by Expense Type

FY27 Expenditures by Expense Type



Salaries & Wages	$950,703	63.24%
Services & Supplies	$214,040	14.24%
Internal Services	$152,800	10.16%
Benefits	$93,040	6.19%
Contracted Services	$87,952	5.85%
Utilities	$4,760	0.32%

FY28 Expenditures by Expense Type



Salaries & Wages	$983,472	69.29%
Internal Services	$157,377	11.09%
Benefits	$96,763	6.82%
Services & Supplies	$89,040	6.27%
Contracted Services	$87,952	6.20%
Utilities	$4,760	0.34%

Expenditures by Expense Type

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Salaries & Wages	$764,486	$946,758	$946,758	$950,703	$983,472
Benefits	$112,260	$129,232	$129,232	$93,040	$96,763
Services & Supplies	$40,180	$96,065	$96,065	$214,040	$89,040
Internal Services	$144,794	$151,918	$151,918	$152,800	$157,377
Utilities	-	$9,620	$9,620	$4,760	$4,760
Contracted Services	$57,302	$84,452	$84,452	$87,952	$87,952
Capital outlay - Expendable	$100,246	-	$10,385	-	-
Total Expenditures	**$1,219,267**	**$1,418,045**	**$1,428,430**	**$1,503,295**	**$1,419,364**

Expenditures by Fund

Expenditures by Fund

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
General Fund	$1,219,267	$1,418,045	$1,428,430	$1,503,295	$1,419,364
Total Expenditures	**$1,219,267**	**$1,418,045**	**$1,428,430**	**$1,503,295**	**$1,419,364**

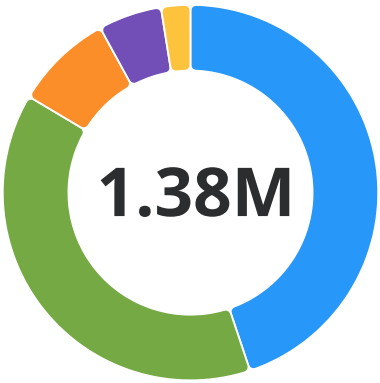
Attachment #2

Sports, Stager Gymnasium and Other Facilities

Dublin Sports and Recreation facilities actively engage residents to participate in sports and fitness programs city wide. The Sports, Stager Gymnasium, and Other Facilities Division comprises youth and adult sports, contracted sports programs, facility operations, rentals, and programming at Stager Gym, citywide sports fields, tennis courts, parks, and picnic areas. The budget includes expenditures related to facility operations, rentals, and programming held at various locations.

Expenditures by Expense Type

FY27 Expenditures by Expense Type



Contracted Services	$621,200	44.86%
Salaries & Wages	$535,629	38.68%
Benefits	$117,322	8.47%
Services & Supplies	$75,600	5.46%
Utilities	$34,985	2.53%

FY28 Expenditures by Expense Type



Contracted Services	$627,450	44.27%
Salaries & Wages	$554,380	39.11%
Benefits	$124,067	8.75%
Services & Supplies	$76,600	5.40%
Utilities	$34,985	2.47%

Expenditures by Expense Type

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Salaries & Wages	$446,324	$590,646	$590,646	$535,629	$554,380
Benefits	$115,005	$146,338	$146,338	$117,322	$124,067
Services & Supplies	$50,652	$63,795	$63,795	$75,600	$76,600
Utilities	$13,891	$33,685	$33,685	$34,985	$34,985
Contracted Services	$483,082	$580,690	$580,690	$621,200	$627,450
Capital outlay - Expendable	$21,811	-	-	-	-
Total Expenditures	**$1,130,766**	**$1,415,154**	**$1,415,154**	**$1,384,736**	**$1,417,482**

Expenditures by Fund

Expenditures by Fund

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
General Fund	$1,130,766	$1,415,154	$1,415,154	$1,384,736	$1,417,482
Total Expenditures	**$1,130,766**	**$1,415,154**	**$1,415,154**	**$1,384,736**	**$1,417,482**

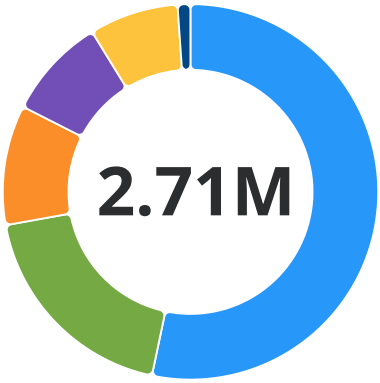
Attachment #2

The Wave

The Wave is the City of Dublin's state-of-the-art, 31,000-square-foot aquatics facility featuring a natatorium (indoor pool), outdoor sports pool, waterslide tower, splash zone with water play features, concessions building, and community room. The budget includes expenditures related to staff training to enhance safety measures for all staff employed at the facility (including lifeguards, slide attendants, and administrative staff). Additional expenditures include aquatics programming (swim lessons, recreational and competitive swimming, and fitness classes), waterpark operations, concessions, facility rentals, and general operations. This budget also includes facility preventative and ongoing maintenance, as equipment and pool parts begin to reach the end of their life cycle. Additionally, revenue generating expenses are included in this budget, such as purchasing three new cabanas, the most popular rentable feature during waterpark season. Other expenses include additional umbrellas to increase shaded areas within the waterpark and upgrades to the outdoor sound system.

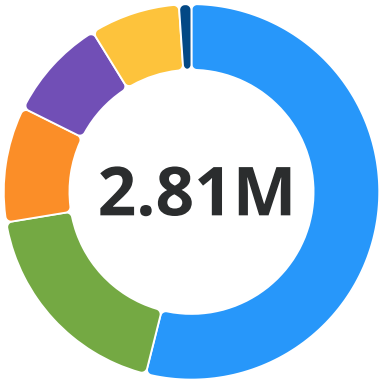
Expenditures by Expense Type

FY27 Expenditures by Expense Type



Salaries & Wages	$1,444,346	53.30%
Contracted Services	$510,925	18.85%
Services & Supplies	$279,945	10.33%
Benefits	$236,933	8.74%
Internal Services	$207,865	7.67%
Capital outlay - Expendable	$30,000	1.11%

FY28 Expenditures by Expense Type



Salaries & Wages	$1,514,093	53.92%
Contracted Services	$518,925	18.48%
Services & Supplies	$279,945	9.97%
Benefits	$247,986	8.83%
Internal Services	$217,217	7.74%
Capital outlay - Expendable	$30,000	1.07%

Expenditures by Expense Type

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Salaries & Wages	$1,361,552	$1,478,790	$1,478,790	$1,444,346	$1,514,093
Benefits	$207,160	$222,032	$222,032	$236,933	$247,986
Services & Supplies	$207,782	$313,445	$313,445	$279,945	$279,945
Internal Services	$225,737	$236,842	$236,842	$207,865	$217,217
Contracted Services	$337,519	$378,340	$465,959	$510,925	$518,925
Capital outlay - Expendable	$17,320	$55,000	$55,000	$30,000	$30,000
Capital Outlay - ISF	-	-	$200,478	-	-
Total Expenditures	**$2,357,070**	**$2,684,449**	**$2,972,545**	**$2,710,014**	**$2,808,166**

Expenditures by Fund

Expenditures by Fund

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
General Fund	$2,357,070	$2,684,449	$2,763,754	$2,710,014	$2,808,166
Equipment Replacement	-	-	$208,791	-	-
Total Expenditures	**$2,357,070**	**$2,684,449**	**$2,972,545**	**$2,710,014**	**$2,808,166**

Attachment #2

Dublin Arts Center

The new Dublin Arts Center is a vibrant 13,500-square-foot facility. The Precinct Black Box Theater and Gallery 180 are two new program features for the City at the forefront of planning efforts. The Center will also feature programmable spaces: Mixed Media Room, Arts and Crafts Room, Ceramics Studio/Arts Yard, Dance Studio, and Music Studio. Each space will host classes and programs tailored to its specific focus. The budget includes expenditures and revenues related to theater and art gallery operations, facility rentals, arts related programming, and general operations.

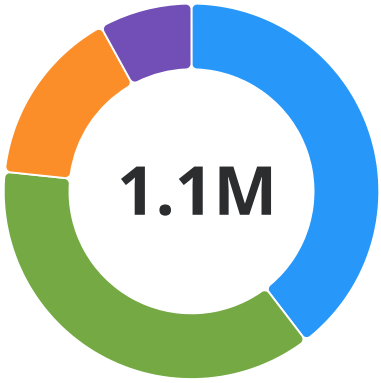
Expenditures by Expense Type

FY27 Expenditures by Expense Type



Salaries & Wages	$424,156	38.31%
Contracted Services	$372,720	33.67%
Benefits	$159,303	14.39%
Services & Supplies	$150,900	13.63%

FY28 Expenditures by Expense Type



Salaries & Wages	$437,006	39.60%
Contracted Services	$409,120	37.07%
Benefits	$169,097	15.32%
Services & Supplies	$88,400	8.01%

Expenditures by Expense Type

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Salaries & Wages	$344,644	$340,458	$340,458	$424,156	$437,006
Benefits	$127,789	$129,584	$129,584	$159,303	$169,097
Services & Supplies	-	$65,900	$109,900	$150,900	$88,400
Contracted Services	$61,480	$409,120	$161,120	$372,720	$409,120
Total Expenditures	**$533,913**	**$945,062**	**$741,062**	**$1,107,079**	**$1,103,623**

Expenditures by Fund

Expenditures by Fund

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
General Fund	$533,913	$945,062	$741,062	$1,107,079	$1,103,623
Total Expenditures	**$533,913**	**$945,062**	**$741,062**	**$1,107,079**	**$1,103,623**

Public Works Department

The Public Works Department is responsible for planning, designing, constructing, operating, and maintaining City infrastructure. The Department is also responsible for management and implementation of the Climate Action Plan 2030 and Beyond, the Dublin Bicycle and Pedestrian Plan, the Municipal Regional Stormwater NPDES Permit, and solid waste programs. The Department consists of several functional areas including Administration, Engineering, Environment and Sustainability, Maintenance, and Special Districts.

Accomplishments for Fiscal Year 2024-25 and 2025-26

- Adopted the Low Carbon Concrete Building Code.
- Launched the Dublin Climate Challenge.
- Constructed the regional Green Stormwater Infrastructure project south of Amador Valley Boulevard.
- Installed 86 inlet based trash capture devices to achieve 100% trash load reduction.
- Entered into a new franchise waste agreement with AVI.
- Negotiated a new disposal and organics processing agreement with Waste Management.
- Negotiated a new, first ever recyclables processing agreement with Alameda County Industries.
- Conducted a carbon sequestration pilot project with StopWaste and UC Merced.
- Awarded $1.053 million in Measure BB funds and $803,000 in VRF funds through the Alameda County Transportation Commission's Comprehensive Investment Plan discretionary program for improvements at the San Ramon Road and Amador Valley Boulevard intersection.
- Awarded $1.854 million in VRF funds through the Alameda County Transportation Commission's Comprehensive Investment Plan program to install fiber optic cable along Dublin Boulevard from San Ramon Road to Tassajara Road.
- Awarded Measure BB and VRF funding totaling $1.5 million for Village Parkway and Amador Valley Boulevard improvements.
- Awarded $9.15 million STIP Grant for the Village Parkway Corridor Improvements project.
- Awarded $227,000 in TDA funding for Pedestrian and ADA Improvements.
- Awarded $1.38 million State Water Resources grant for an Irrigation System Upgrade Project.
- Completed the 2024 Annual Street Resurfacing project: slurry seal of 51 street segments totaling 1.5 million square feet.
- Completed the 2025 Annual Street Resurfacing project: slurry seal of 144 street segments totaling 3.7 million square feet.
- Advertised for bid the 2026 Annual Street Resurfacing Project with construction planned for summer 2026.
- Approved the City's first Progressive Design Build alternative delivery method project, the $15 million Exterior Improvements Capital Improvement Project.
- Completed construction and opened Wallis Ranch Community Park and Forest Park.
- Completed construction and opened Phase 1 of the Iron Horse Trail Open Space and Nature Park, including a new multi-use trail connecting Amador Valley Boulevard to Stagecoach Park along the former railroad corridor.
- Constructed the regional Green Stormwater Infrastructure project south of Amador Valley Boulevard.
- Issued a request for qualifications for a functional and physical condition assessment of the City's three fire stations.
- Initiated a Street Lighting Assessment District Proposition 218 effort to fund the operation, maintenance, and replacement of public street lighting.

Performance Measure	FY 2024 - 25 Projection	FY 2025 - 26 Projection	Results
Encroachment Permits Issued.	234	236	FY 2024-25 = 274 FY 2025-26 = 213 (To date)
Percent of graffiti on public property calls for service that are responded to within one City business day.	60%	70%	FY 2024-25 = 89.7% FY 2025-26 = 91.2%
Percent of potholes filled within three City business days.	70%	75%	FY 2024-25 = 93.4%

Objectives and Key Performance Measures for Fiscal Year 2026-27 and 2027-28

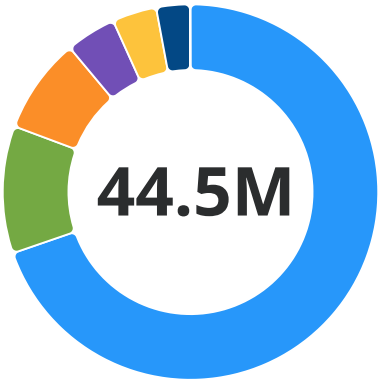
- Increase maintenance efforts throughout the City, including increasing the amount of annual street resurfacing.
- Continue to implement the Bicycle and Pedestrian Plan and the Local Roadway Safety Plan.
- Continue to implement the Climate Action Plan 2030 and Beyond.
- Continue to explore funding mechanisms, like Community Facilities Districts, for capital and on-going maintenance needs.
- Continue to work on the extension of Dublin Boulevard with the Alameda County Transportation Commission.
- Complete assessments of the three fire stations and complete upgrades to improve safety and efficiency of station operations.
- Complete the construction of:
    - Citywide Energy Efficiency and Infrastructure Improvements
    - Dublin Arts Center
    - 2026 and 2027 Annual Street Resurfacing
    - Facility Exterior Improvements
    - Safe Routes to School Projects
    - Fallon Sports Park Baseball Field G Improvements
    - Civic Center Waste Enclosures Upgrade
    - Francis Ranch Parks
    - Fiber Optic cable installation on Dublin Boulevard from San Ramon Road to the Civic Center and from the Civic Center to Tassajara Road
- Complete key design milestones for upcoming capital improvement projects, including:
    - The Village Parkway Reconstruction project
    - San Ramon Road and Amador Valley Boulevard Intersection Improvements
    - Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School
    - Library Tenant Improvements
- Coordinate public infrastructure improvements associated with private development projects to ensure consistency with City/industry standards, adopted plans, and safe, efficient operations.
- Continue to achieve the mandates in the Municipal Regional Stormwater NPDES Permit.
- Continue to implement the requirements of Senate Bill 1383, Short-lived Climate Pollutant Reduction Strategy.
- Enhance public access to City data by launching the ArcGIS Hub platform, providing Dublin residents and stakeholders with a centralized, self-service portal for accessing and exploring City GIS datasets.
- Modernize field data collection by expanding mobile GIS training across City departments, enabling staff to capture, update, and manage geospatial data in real time using ArcGIS mobile applications.
- Strengthen GIS infrastructure and service delivery by migrating legacy Geocortex applications to VertiGIS Studio, improving system performance, maintainability, and the user experience for both City staff and the public.

Performance Measure	FY 2026 - 27 Projection	FY 2027 - 28 Projection
Encroachment Permits Issued.	280	285
Percent of graffiti on public property addressed within one City business day, as conditions allow.	70%	70%
Percent of potholes filled within three City business days, as conditions allow.	70%	75%

Annual stormwater inspections completed (stormwater treatment facility inspections, general business inspections, trash capture inspections).	150	155
SB 1383 commercial and residential route reviews completed (compost, recycle, landfill).	350	350
Maintain an average pavement condition index of 70 or higher ("Good" condition or better)	100%	100%
Complete inspection and routine maintenance of all 97 traffic signals annually.	100%	100%

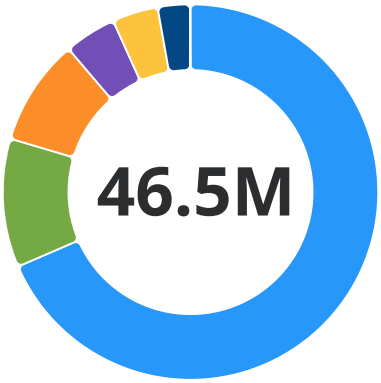
Expenditures by Expense Type

FY27 Expenditures by Expense Type



Contracted Services	$31,023,110	69.73%
Utilities	$4,876,600	10.96%
Salaries & Wages	$3,661,252	8.23%
Internal Services	$1,922,612	4.32%
Benefits	$1,701,480	3.82%
Services & Supplies	$1,286,519	2.89%
Professional Consulting	$20,000	0.04%

FY28 Expenditures by Expense Type



Contracted Services	$31,834,171	68.51%
Utilities	$5,143,500	11.07%
Salaries & Wages	$4,269,883	9.19%
Internal Services	$2,079,364	4.48%
Benefits	$1,833,195	3.95%
Services & Supplies	$1,284,536	2.76%
Professional Consulting	$20,000	0.04%

Expenditures by Expense Type

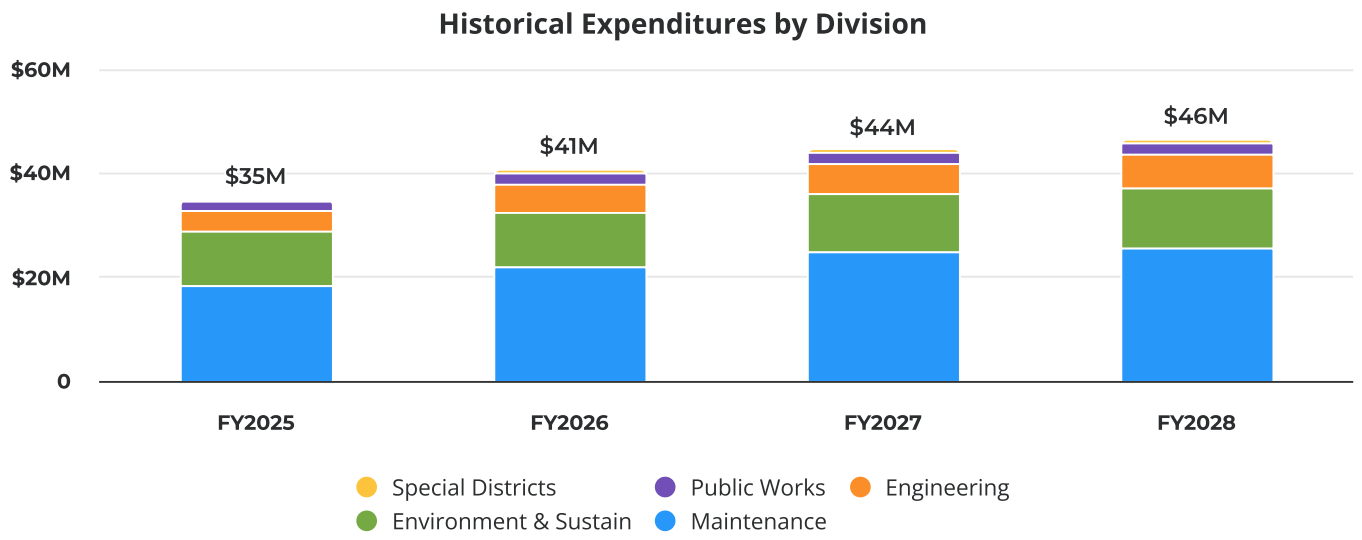
Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Salaries & Wages	$2,675,606	$3,255,094	$3,178,873	$3,661,252	$4,269,883
Benefits	$1,205,007	$1,262,711	$1,255,240	$1,701,480	$1,833,195
Services & Supplies	$619,661	$1,216,107	$1,339,865	$1,286,519	$1,284,536
Internal Services	$1,462,598	$1,572,885	$1,572,885	$1,922,612	$2,079,364
Utilities	$3,627,419	$4,751,026	$4,751,026	$4,876,600	$5,143,500
Contracted Services	$25,383,767	$28,632,259	$29,669,292	$31,023,110	$31,834,171
Professional Consulting	$260	-	$2,324	$20,000	$20,000
Capital outlay - Expendable	-	-	$390,000	-	-
Capital Outlay - ISF	$39,041	-	$405,054	-	-
Total Expenditures	**$35,013,361**	**$40,690,082**	**$42,564,558**	**$44,491,573**	**$46,464,649**

Expenditures by Fund

Expenditures by Fund

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
General Fund	$21,133,215	$25,196,454	$26,144,532	$28,983,192	$30,415,816
Developer Deposit	$1,802,414	$2,565,734	$2,226,734	$2,540,734	$2,590,734
General Fund Designated Reserv	$114,906	$247,000	$493,895	$180,000	$270,000
Traffic Safety	$47,052	$94,000	$140,871	$98,500	$100,500
State Gas Tax	$1,096,672	$1,242,286	$1,286,286	$1,288,909	$1,327,712
ACTC - Vehicle Registration Fe	$192,151	$200,000	$200,000	$251,000	$259,000
Measure D	$316,338	$220,127	$220,128	$245,700	$254,200
Garbage Service Fund	$9,066,027	$8,810,000	$9,113,138	$9,075,000	$9,348,000
Local Recycling Programs	$29,294	$53,204	$53,204	$43,500	$43,500
Dublin / Dougherty	$5,800	$6,800	$6,800	$7,000	$7,000
Village Parkway	$5,660	$6,800	$6,800	$7,000	$7,000
Street Light District 1983-1	$428,749	$446,101	$678,281	$463,347	$481,367
Landscape District Stagecoach	$139,095	$102,550	$102,550	$117,370	$122,617
Landscape District Dougherty 1	$106,415	$116,295	$116,295	$137,697	$143,684
Landscape District Santa Rita	$348,821	$743,679	$743,679	$411,325	$426,818
Street Light District East Dub	$134,676	$422,050	$459,310	$444,647	$466,167
Dublin Crossing CFD	$6,776	$67,001	$67,001	$96,651	$100,535
EDTIF Category 1	$260	-	-	-	-
Dublin Crossing Fund	-	$100,000	$100,000	$100,000	$100,000
Facilities Replacement	-	$50,000	$50,000	-	-
Equipment Replacement	$39,041	-	$355,054	-	-
Total Expenditures	**$35,013,361**	**$40,690,082**	**$42,564,558**	**$44,491,573**	**$46,464,649**

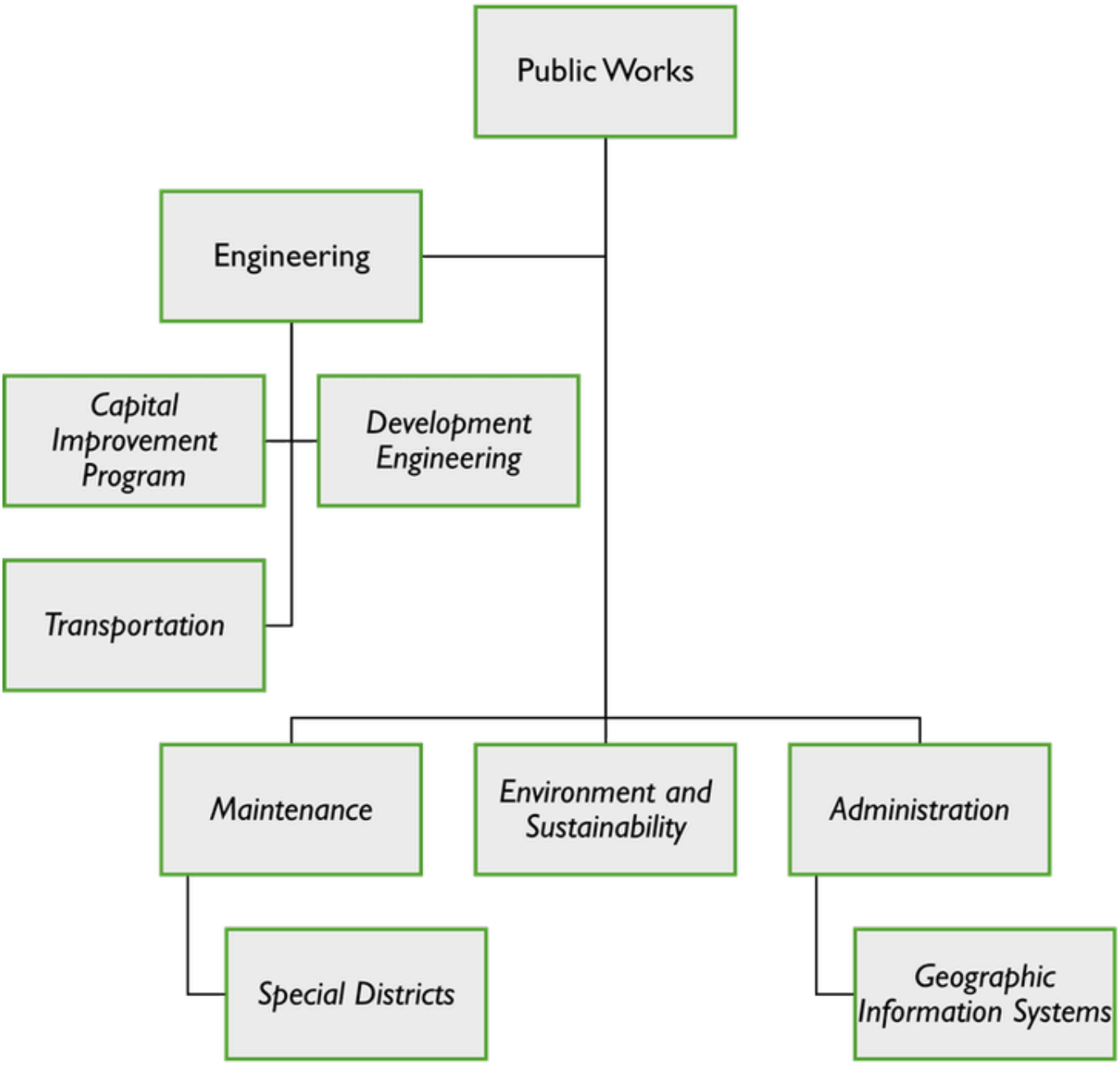
Expenditures by Division



Expenditures by Division

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Public Works	$1,831,673.43	$1,978,338.00	$2,172,875.32	$2,115,761.00	$2,153,895.00
Engineering	$4,054,775.49	$5,593,578.00	$5,494,383.51	$5,981,825.00	$6,667,041.00
Environment & Sustain	$10,319,694.88	$10,520,808.57	$11,196,147.29	$11,156,191.00	$11,509,948.00
Maintenance	$18,327,463.11	$21,747,140.73	$22,635,436.01	$24,663,758.60	$25,539,077.72
Special Districts	$479,753.93	$850,216.31	$1,065,716.31	$574,037.00	$594,687.30
Total Expenditures	**$35,013,360.84**	**$40,690,081.61**	**$42,564,558.44**	**$44,491,572.60**	**$46,464,649.02**

Organizational Chart



Personnel Allocation

	FY2025 Actual	FY2026 Adopted	FY2026 Amended	FY2027 Budget	FY2028 Forecast	Budget vs. Amendment
Public Works						
Public Works Director	1.00	1.00	1.00	1.00	1.00	
Administrative Aide	1.00	1.00	1.00	1.00	1.00	
Assistant Civil Engineer	2.00	2.00	2.00	2.00	2.00	
Assistant Public Works Dir/City Engineer	1.00	1.00	1.00	1.00	1.00	
Associate Civil Engineer	2.00	2.00	2.00	2.00	2.00	
Capital Improvement Program Manager	1.00	1.00	1.00	1.00	1.00	
Environmental & Sustain. Manager	1.00	1.00	1.00	1.00	1.00	
Environmental & Sustain. Coordinator				1.00	1.00	1.00
Environmental Technician	1.00	1.00	1.00	1.00	1.00	
GIS Coordinator	1.00	1.00	1.00	1.00	1.00	
Maintenance Coordinator	1.00	1.00	2.00	2.00	2.00	
Management Analyst II	2.00	2.00	2.00	2.00	2.00	
Office Assistant II	1.00	1.00	1.00	1.00	1.00	
Parks & Facilities Dev. Coordinator	1.00	1.00	1.00	1.00	1.00	
Permit Technician	1.00	1.00	1.00	1.00	1.00	
Principal Engineer	1.00	1.00	1.00	1.00	1.00	
Public Works Manager	1.00	1.00	1.00	1.00	1.00	
Public Works Trans/Ops Manager	1.00	1.00	1.00	1.00	1.00	
Senior Civil Engineer	1.00	1.00	1.00	1.00	1.00	
Senior Office Assistant	1.00	1.00	1.00	1.00	1.00	
Senior Public Works Inspector	2.00	2.00	2.00	2.00	2.00	
Total Public Works	**24.00**	**24.00**	**25.00**	**26.00**	**26.00**	**1.00**

Public Works Administration

Public Works Administration is responsible for oversight of the Public Works Department and support of its Divisions: Engineering, Environment and Sustainability, and Maintenance, including Special Districts. Public Works Administration manages the geographic information system (GIS). The administrative function includes the department and Capital Improvement Program (CIP) budgeting, including revenue and expense management of certain special revenue funds.

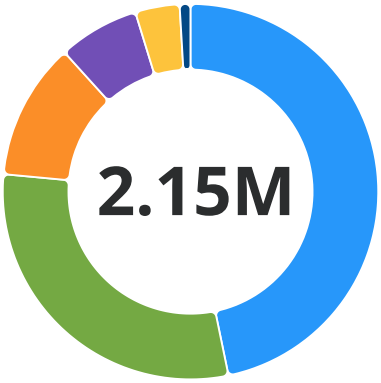
Expenditures by Expense Type

FY27 Expenditures by Expense Type



Internal Services	$945,126	44.67%
Salaries & Wages	$619,041	29.26%
Benefits	$240,194	11.35%
Contracted Services	$200,000	9.45%
Services & Supplies	$91,400	4.32%
Professional Consulting	$20,000	0.95%

FY28 Expenditures by Expense Type



Internal Services	$1,007,068	46.76%
Salaries & Wages	$640,225	29.72%
Benefits	$254,402	11.81%
Contracted Services	$150,000	6.96%
Services & Supplies	$82,200	3.82%
Professional Consulting	$20,000	0.93%

Expenditures by Expense Type

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Salaries & Wages	$772,529	$831,090	$831,090	$619,041	$640,225
Benefits	$283,497	$300,704	$300,704	$240,194	$254,402
Services & Supplies	$24,890	$50,805	$62,805	$91,400	$82,200
Internal Services	$614,331	$645,739	$645,739	$945,126	$1,007,068
Contracted Services	$136,427	$150,000	$330,214	$200,000	$150,000
Professional Consulting	-	-	$2,324	$20,000	$20,000
Total Expenditures	**$1,831,673**	**$1,978,338**	**$2,172,875**	**$2,115,761**	**$2,153,895**

Expenditures by Fund

Expenditures by Fund

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
General Fund	$1,831,673	$1,978,338	$2,172,875	$2,115,761	$2,153,895
Total Expenditures	**$1,831,673**	**$1,978,338**	**$2,172,875**	**$2,115,761**	**$2,153,895**

Attachment #2

Maintenance

The Maintenance Division is responsible for the maintenance of City buildings, parks, streets, street landscaping, and trees. Maintenance services are provided to the City under several contracts with private companies. The largest and primary maintenance contract is with MCE Corporation.

The Division also manages maintenance of the Landscape and Lighting Maintenance Districts and Community Facility Districts. The Special Districts fund construction and maintenance of certain public infrastructure through the collection of special taxes from or assessments on properties within the boundary of each Special District.

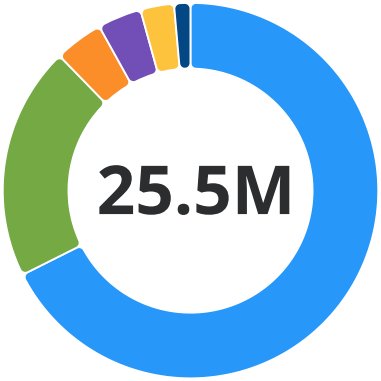
Expenditures by Expense Type

FY27 Expenditures by Expense Type



Contracted Services	$16,811,192	68.16%
Utilities	$4,872,600	19.76%
Internal Services	$977,486	3.96%
Services & Supplies	$948,650	3.85%
Salaries & Wages	$716,807	2.91%
Benefits	$337,024	1.37%

FY28 Expenditures by Expense Type



Contracted Services	$17,264,920	67.60%
Utilities	$5,139,500	20.12%
Internal Services	$1,072,296	4.20%
Services & Supplies	$963,050	3.77%
Salaries & Wages	$741,387	2.90%
Benefits	$357,925	1.40%

Expenditures by Expense Type

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Salaries & Wages	$334,770	$358,822	$358,822	$716,807	$741,387
Benefits	$135,604	$140,902	$140,902	$337,024	$357,925
Services & Supplies	$487,561	$910,261	$1,022,018	$948,650	$963,050
Internal Services	$848,267	$927,146	$927,146	$977,486	$1,072,296
Utilities	$3,627,419	$4,748,476	$4,748,476	$4,872,600	$5,139,500
Contracted Services	$12,854,800	$14,661,534	$14,780,651	$16,811,192	$17,264,920
Capital outlay - Expendable	-	-	$390,000	-	-
Capital Outlay - ISF	$39,041	-	$267,421	-	-
Total Expenditures	**$18,327,463**	**$21,747,141**	**$22,635,436**	**$24,663,759**	**$25,539,078**

Expenditures by Fund

Expenditures by Fund

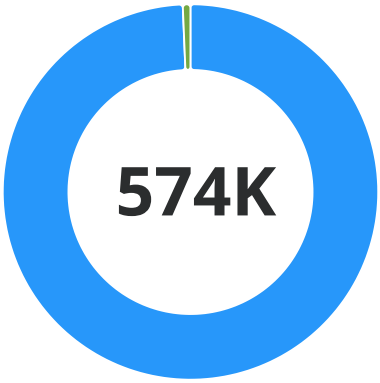
Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
General Fund	$16,319,156	$18,994,779	$19,520,843	$21,879,849	$22,656,866
General Fund Designated Reserv	-	$70,000	$70,000	-	-
Traffic Safety	$47,052	$94,000	$140,871	$98,500	$100,500
State Gas Tax	$1,045,287	$1,190,901	$1,234,901	$1,237,409	$1,276,212
ACTC - Vehicle Registration Fe	$192,151	$200,000	$200,000	$251,000	$259,000
Street Light District 1983-1	$384,682	$425,089	$458,269	$440,700	$457,200
Landscape District Stagecoach	$28,312	$25,177	$25,177	$32,500	$34,500
Landscape District Dougherty 1	$55,155	$55,125	$55,125	$58,500	$61,500
Landscape District Santa Rita	$93,060	$122,587	$106,087	$125,000	$131,500
Street Light District East Dub	$123,569	$404,284	$441,544	$423,500	$443,500
Dublin Crossing CFD	-	$15,198	$15,198	$16,800	$18,300
Dublin Crossing Fund	-	$100,000	$100,000	$100,000	$100,000
Facilities Replacement	-	$50,000	$50,000	-	-
Equipment Replacement	$39,041	-	$217,421	-	-
Total Expenditures	**$18,327,463**	**$21,747,141**	**$22,635,436**	**$24,663,759**	**$25,539,078**

Special (Assessment) Districts

The Public Works Department manages Special Districts, which include Community Facilities Districts and Landscaping and Lighting Maintenance Districts. The Special Districts fund construction and maintenance of certain public infrastructure through the collection of special taxes from or assessments on properties within the boundary of each Special District.

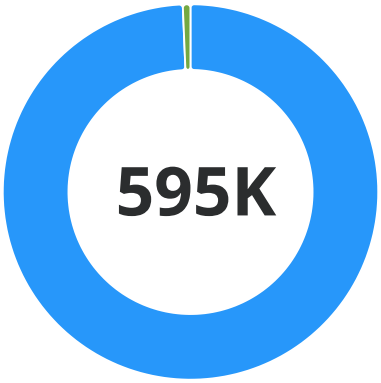
Expenditures by Expense Type

FY27 Expenditures by Expense Type



Contracted Services	$570,218	99.33%
Services & Supplies	$3,819	0.67%

FY28 Expenditures by Expense Type



Contracted Services	$590,751	99.34%
Services & Supplies	$3,936	0.66%

Expenditures by Expense Type

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Services & Supplies	$96	$3,707	$3,707	$3,819	$3,936
Contracted Services	$479,658	$846,510	$1,062,010	$570,218	$590,751
Total Expenditures	**$479,754**	**$850,216**	**$1,065,716**	**$574,037**	**$594,687**

Expenditures by Fund

Expenditures by Fund

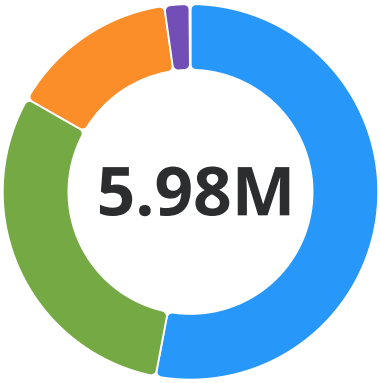
Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Street Light District 1983-1	$44,067	$21,012	$220,012	$22,647	$24,167
Landscape District Stagecoach	$110,783	$77,373	$77,373	$84,870	$88,117
Landscape District Dougherty 1	$51,259	$61,170	$61,170	$79,197	$82,184
Landscape District Santa Rita	$255,761	$621,092	$637,592	$286,325	$295,318
Street Light District East Dub	$11,108	$17,766	$17,766	$21,147	$22,667
Dublin Crossing CFD	$6,776	$51,803	$51,803	$79,851	$82,235
Total Expenditures	**$479,754**	**$850,216**	**$1,065,716**	**$574,037**	**$594,687**

Engineering

The Engineering Division manages the planning, design, and construction of Capital Improvement Program (CIP) projects including projects for streets, parks, and buildings. These projects include new construction, major capital maintenance, and facility renovation projects. The Division is responsible for the review, approval, permitting, and inspection of subdivisions, grading, other private development projects, and encroachments within the public street right-of-way or within City property. This includes traffic engineering review, transportation impact review and coordination of developer constructed public infrastructure improvements. The Division also manages traffic signals and the intelligent transportation system (ITS) including the communications network, monitoring and operational improvements. The Division also supports implementation of adopted transportation and safety plans and coordinates with regional agencies on transportation projects and funding. Additionally, three Geologic Hazard Abatement Districts are managed by the Engineering Division.

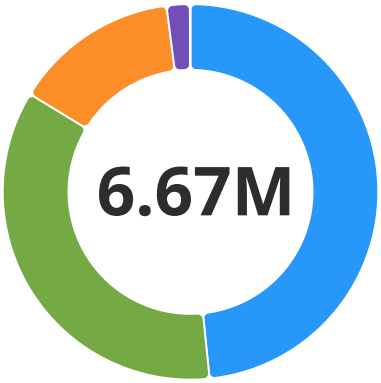
Expenditures by Expense Type

FY27 Expenditures by Expense Type



Contracted Services	$3,169,500	52.99%
Salaries & Wages	$1,810,840	30.27%
Benefits	$868,235	14.51%
Services & Supplies	$129,250	2.16%
Utilities	$4,000	0.07%

FY28 Expenditures by Expense Type



Contracted Services	$3,225,000	48.37%
Salaries & Wages	$2,356,031	35.34%
Benefits	$949,260	14.24%
Services & Supplies	$132,750	1.99%
Utilities	$4,000	0.06%

Expenditures by Expense Type

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Salaries & Wages	$1,285,342	$1,678,308	$1,678,308	$1,810,840	$2,356,031
Benefits	$687,057	$684,844	$684,844	$868,235	$949,260
Services & Supplies	$64,044	$117,346	$117,346	$129,250	$132,750
Utilities	-	$2,550	$2,550	$4,000	$4,000
Contracted Services	$2,018,072	$3,110,530	$2,873,702	$3,169,500	$3,225,000
Professional Consulting	$260	-	-	-	-
Capital Outlay - ISF	-	-	$137,634	-	-
Total Expenditures	**$4,054,775**	**$5,593,578**	**$5,494,384**	**$5,981,825**	**$6,667,041**

Expenditures by Fund

Expenditures by Fund

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
General Fund	$2,261,282	$3,029,344	$3,131,516	$3,442,591	$4,077,807
Developer Deposit	$1,793,234	$2,564,234	$2,225,234	$2,539,234	$2,589,234
EDTIF Category 1	$260	-	-	-	-
Equipment Replacement	-	-	$137,634	-	-
Total Expenditures	**$4,054,775**	**$5,593,578**	**$5,494,384**	**$5,981,825**	**$6,667,041**

Environment and Sustainability

The Environment and Sustainability Division is responsible for the management and implementation of programs related to the Climate Action Plan 2030 and Beyond, the Municipal Regional Stormwater NPDES Permit, and solid waste management. The Division coordinates internal and external environmental compliance efforts, develops new sustainability programs and practices, coordinates Bike Month and Walk and Roll to School activities, and assists with environmental efforts related to special events.

Expenditures by Expense Type

FY27 Expenditures by Expense Type



Contracted Services	$10,272,200	92.08%
Salaries & Wages	$514,564	4.61%
Benefits	$256,027	2.29%
Services & Supplies	$113,400	1.02%

FY28 Expenditures by Expense Type



Contracted Services	$10,603,500	92.12%
Salaries & Wages	$532,240	4.62%
Benefits	$271,608	2.36%
Services & Supplies	$102,600	0.89%

Expenditures by Expense Type

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Salaries & Wages	$282,965	$386,874	$310,653	$514,564	$532,240
Benefits	$98,850	$136,261	$128,790	$256,027	$271,608
Services & Supplies	$43,069	$133,989	$133,989	$113,400	$102,600
Contracted Services	$9,894,810	$9,863,685	$10,622,715	$10,272,200	$10,603,500
Total Expenditures	**$10,319,695**	**$10,520,809**	**$11,196,147**	**$11,156,191**	**$11,509,948**

Expenditures by Fund

Expenditures by Fund

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
General Fund	$721,104	$1,193,993	$1,319,297	$1,544,991	$1,527,248
Developer Deposit	$9,181	$1,500	$1,500	$1,500	$1,500
General Fund Designated Reserv	$114,906	$177,000	$423,895	$180,000	$270,000
State Gas Tax	$51,385	$51,385	$51,385	$51,500	$51,500
Measure D	$316,338	$220,127	$220,128	$245,700	$254,200
Garbage Service Fund	$9,066,027	$8,810,000	$9,113,138	$9,075,000	$9,348,000

Category	FY 2025 Actual	FY 2026 Adopted	FY 2026 Revised	FY 2027 Budgeted	FY 2028 Budgeted
Local Recycling Programs	$29,294	$53,204	$53,204	$43,500	$43,500
Dublin / Dougherty	$5,800	$6,800	$6,800	$7,000	$7,000
Village Parkway	$5,660	$6,800	$6,800	$7,000	$7,000
Total Expenditures	**$10,319,695**	**$10,520,809**	**$11,196,147**	**$11,156,191**	**$11,509,948**

Attachment #2

Capital Improvement Program Overview

The 2026-31 Five-Year Capital Improvement Program (CIP) includes 18 projects within the CIP time frame with a funding allocation for 11 of the projects in Fiscal Year 2026-27 and 7 of the projects in Fiscal Year 2027-28.

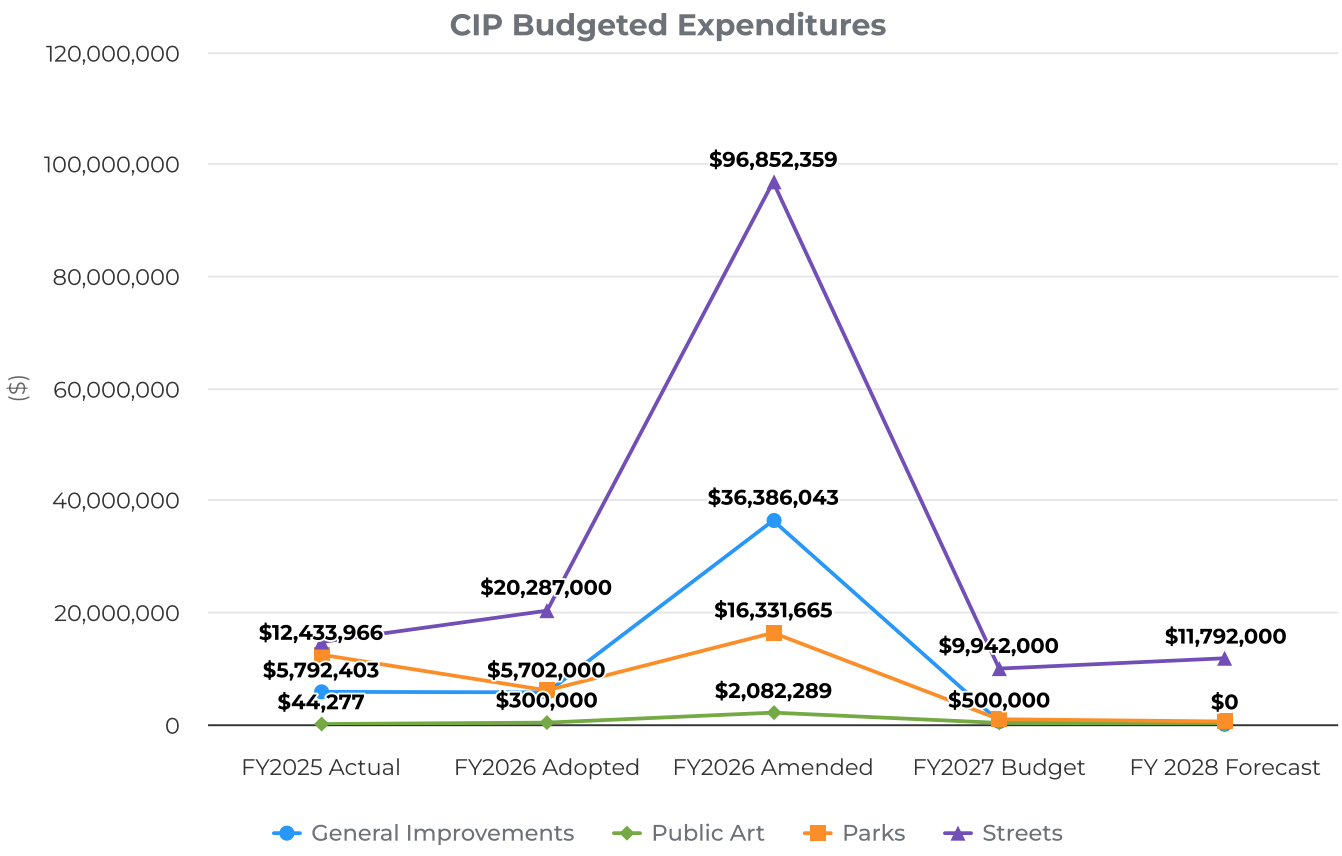
The City's Capital Projects are divided into four Capital Funds: General Improvements, Public Arts, Parks, and Streets projects. The Fund accumulates resources for capital expenditures and utilizes those resources to support projects that promote or enhance redevelopment, revitalization, or beautification of the City's infrastructure; projects that would construct, improve, or enhance the City's parks and facilities; and projects that would construct, improve, or enhance the City's trails, highways, streets, roads, bridges, street lighting, and storm drain systems.

Overall CIP Expenditures and Financing

	FY2025 Actual	FY2026 Adopted	FY2026 Amended	FY2027 Budget	FY2028 Forecast
Project Number and Descriptic					
General Improvements	$5,792,403	$5,702,000	$36,386,043	$500,000	
Public Art	$44,277	$300,000	$2,082,289	$250,000	
Parks	$12,433,966	$6,050,941	$16,331,665	$900,000	$500,000
Streets	$14,686,001	$20,287,000	$96,852,359	$9,942,000	$11,792,000
TOTAL COSTS(1)	**$32,956,647**	**$32,339,941**	**$151,652,356**	**$11,592,000**	**$12,292,000**
FINANCING					
General Fund	$8,780,136	$18,221,900	$69,064,979	$4,500,000	$6,350,000
Special Revenue Funds	$8,451,907	$7,550,100	$31,754,229	$6,342,000	$5,442,000
Public Art Fund	$44,277	$300,000	$2,082,289	$250,000	
Traffic Impact Fees	$1,931,258		$21,388,883		
Public Facility Fees	$11,545,331	$2,490,941	$9,341,223		
Dublin Crossing Fund	$200,000				
Internal Service Funds	$115,475	$3,777,000	$16,599,237	$500,000	$500,000
Other County Reimbursement	$1,888,264		$447,423		
Energy Improve. Lease Bond			$974,094		
TOTAL FINANCING (1)	**$ 32,956,647**	**$ 32,339,941**	**$ 151,652,356**	**$ 11,592,000**	**$ 12,292,000**

(1) Financing sources exclude project improvements to be funded/constructed by developers and other agencies, other and unidentified funding sources

CIP Costs by Project Category



Attachment #2

General Improvements CIP

Project Number and Description		FY2025 Actual	FY2026 Adopted	FY2026 Amended	FY2027 Budget	FY2028 Forecast
EXPENDITURE						
GI0421	Audio Visual System Upgrade	$239,905	$427,000	$1,402,982		
GI0121	Citywide Energy Improvements	$30,161	$1,000,000	$4,177,182		
GI0126	Civic Center Elevator Modernization		$900,000	$900,000		
GI0125	Civic Center Exterior Glazing, Sealing & Painting	$59,462	$500,000	$895,360		
GI0122	Civic Center Rehabilitation	$475,753		$732,520		
GI0119	Civic Ctr HVAC & Roof Replacement			$73,649		
GI0225	Condition Assessment of Water Features			$50,000		
GI0120	Dublin Arts Center	$3,000,175	$1,000,000	$2,227,815		
GI0123	Dublin Standard Plans & Details Update	$512		$30,378		
GI0219	Electric Vehicle (EV) Charging Stations			$209,487		
GI0226	Exterior Improvements			$14,008,731		
GI0223	Exterior Painting at Various City Facilities	$9,454		$743		
GI0325	Facilities Parking Lot Resurfacing		$500,000	$1,000,000		
GI0319	Financial System Replacement	$312,500		$485,431		
GI0224	Irrigation System Upgrades	$697,438		$1,120,562		
GI0117	IT Infrastructure Improvement	$48,570		$188,919		
GI0521	Library Tenant Improvements	$66,477		$4,708,128		
GI0509	Maintnance Yard Facility			$55,007		
GI0124	Marquee Signs			$844,763		
GI0323	Municipal Fiber			$139,754		
GI0221	Resiliency and Disaster Preparedness Imp.	$466,557	$1,375,000	$2,608,715		
GI0423	Roof Replacement at Various City Facilities	$964		$1,141		
GI0523	Situational Awareness Camera Program	$384,352		$199,898		
GI0425	Waste Enclosure Upgrades	$123		$324,877		
GI0006	The Wave Pool Replastering				$500,000	
Total Costs		**$5,792,403**	**$5,702,000**	**$36,386,043**	**$500,000**	**$0**

FINANCING						
1001	General Fund	$1,434,109	$2,275,000	$8,870,537		
1101	General Fund Designated Reserves	$3,916,904	$250,000	$7,347,600		
2705	Street Light District East Dublin 1999-1			$27,472		
2811	Cable TV Facilities			$300,000		
2920	Federal Grants			$127,230		
2921	State Grant - General	$259,438		$1,314,438		
4100	Public Facility Fees	$66,477		$1,618,128		

6205	Internal Service Fund - Facilities Replacement	$69,881	$2,000,000	$13,445,976	$500,000	
6305	Internal Service Fund - Equipment		$500,000	$950,000		
6605	IT Fund	$45,594	$677,000	$1,410,568		
7102	Energy Improvement Lease Bond			$974,094		
	Total Financing (1)	**$ 5,792,403**	**$ 5,702,000**	**$ 36,386,043**	**$ 500,000**	**$ -**

(1) Financing sources exclude project improvements to be funded/constructed by developers and other agencies, other and unidentified funding sources

Attachment #2

Public Art CIP

Project Number and Description		FY2025 Actual	FY2026 Adopted	FY2026 Amended	FY2027 Budget	FY2028 Forecast
EXPENDITURES						
PA0218	Butterfly Knoll Park			$4,104		
PA0121	Camp Parks Sign	$19,003		$618,167		
PA0121	Don Biddle Com Park			$8,832		
PA0123	Downtown Dublin	$20,774	$300,000	$1,212,586	$250,000	
PA0222	Heritage Park	$4,500		$22,961		
PA0419	Imagine Playground			$6,208		
PA0418	Sean Diamond Park			$9,430		
PA0125	Outdoor Murals			$200,000		
Total Costs		**$44,277**	**$300,000**	**$2,082,289**	**$250,000**	**$0**
FINANCING						
2801	Public Art Fund	$44,277	$300,000	$2,082,289	$250,000	
Total Financing		**$ 44,277**	**$300,000**	**$2,082,289**	**$250,000**	**$ -**

Attachment #2

Parks CIP

		FY2025 Actual	FY2026 Adopted	FY2026 Amended	FY2027 Budget	FY2028 Forecast
EXPENDITURES						
PK0122	Alamo Creek Park and Assessment District - Fence Replacement	$28,292		$766,189		
PK0115	Don Biddle Community Park	$2,212,266		$918,507		
PK0221	Downtown Dublin Town Square Park			$111,443		
PK0215	Dublin Heritage Cemetery			$3,517		
PK0105	Emerald Glen Park Recre & Aq	$930		$213,544		
PKNEW01	Emerald Glen Ball Field Renovation				$400,000	
PK0225	Fallon Park Flag Installation	$118,989	$250,000	$281,011		
PK0119	Fallon Sports Park - Phase 3	$77,329		$51,463		
PK0322	Forest Park	$2,248,424		$916,249		
PK0518	Imagine Playground at Dublin Sports			$42,687		
PK0422	Iron Horse Nature Park and Open Space	$1,995,489	$2,490,941	$5,308,203		
PK0224	Kolb Park Renovation	$933	$1,975,000	$2,423,574		
PK0124	Parks Playground Replacement			$1,109,478		
PK0123	Persimmon Drive Pedestrian Path Rehabilitation	$70,097		$120,972		
PK0321	Restrooms Replacement	$758	$475,000	$1,467,521	$500,000	
PK0126	Sports Courts Resurfacing		$600,000	$600,000		$500,000
PK0125	Sunday School Barn Improvements		$260,000	$385,000		
PK0421	Wallis Ranch Community Park	$5,680,459		$1,612,309		
Total Costs		**$12,433,966**	**$6,050,941**	**$16,331,665**	**$900,000**	**$500,000**

FINANCING						
1001	General Fund	$17,414	$2,960,000	$6,646,900	$900,000	
1101	General Fund Designated Reserves	$167,526		$757,666		
2207	TFAC/Transportation for Clean Air			$3,517		
2212	Vehicle Registration Fee (ACTC)			$35,106		
2214	Measure BB - Local Streets	$40,000				
2215	Measure BB Sales Tax - Bke & Ped Fund (ACTC)	$250,000				
2403	State Park Grant	$388,856				
2703	Landscape District Dougherty 1986-1	$21,219		$337,142		
2704	Landscape District Santa Rita 1997-1	$70,097		$120,972		
4100	Public Facility Fees	$11,478,854	$2,490,941	$7,723,095		

6205	Internal Service Fund - Facilities Replacement		$600,000	$600,000		$500,000
6605	IT Fund			$107,268		
Total Financing(1)		**$ 12,433,966**	**$ 6,050,941**	**$ 16,331,665**	**$ 900,000**	**$ 500,000**

(1) Financing sources exclude project improvements to be funded/constructed by developers and other agencies, other and unidentified funding sources

Streets CIP

Project Number and Description		FY2025 Actual	FY2026 Adopted	FY2026 Amended	FY2027 Budget	FY2028 Forecast
EXPENDITURES						
ST0815	Amador Plaza Road Bicycle and Pedestrian Imp.			$860,498		
ST0117	Annual Street Resurfacing	$6,316,309	$4,500,000	$5,491,933	$3,100,000	$4,500,000
ST0319	City Entrance Monument Signs			$485,000		
ST0517	Citywide Bicycle and Pedestrian Improvements	$1,362,113	$2,606,000	$5,612,295	$750,000	$750,000
ST0713	Citywide Signal Communications Upgrade	$134,617	$1,854,000	$4,389,096		
ST0124	Citywide Storm Drain Improvements			$30,000		
ST0221	Downtown Dublin Street Grid Network	$28,791		$185,279		
ST0216	Dublin Boulevard Extension	$817,650		$39,197,105		
ST0417	Dublin Ranch Street Light Improvements		$42,000	$144,147	$42,000	$42,000
STNEW01	Gleason Drive Bridge Repair				$750,000	
ST0423	Golden Gate Drive Intersection Improvements	$9,092		$840,618		
ST0121	Green Stormwater Infrastructure	$2,811,864		$1,029,122		
ST0118	Iron Horse Trail Bridge at Dublin Boulevard	$1,527,465		$712,237		
ST0122	Local Roadway Safety Plan			$39,080		
STNEW02	Local Street Resurfacing at I580 Interchanges				$500,000	$500,000
ST0218	San Ramon Road Landscape Renovation			$237,446		
ST0514	San Ramon Road Trail Lighting			$7,996		
ST0119	Tassajara Road Improvements - North Dublin	$1,066,901		$12,915,498	$1,500,000	
ST0116	Tassajara Road Realignment and Widening	$11,873		$11,964,583		
ST0123	Traffic Signal and Roadway Safety Improvements	$49,074		$120,926		
ST0223	Traffic Signal Re-Lamping	$119,460	$135,000	$526,680		
ST0323	Village Parkway Reconstruction	$430,794	$11,150,000	$12,062,819	$3,300,000	$6,000,000
Total Costs		**$14,686,001**	**$20,287,000**	**$96,852,359**	**$9,942,000**	**$11,792,000**

FINANCING						
1001	General Fund	$1,868,612	$2,086,900	$11,550,594	$800,000	$1,850,000
1101	General Fund Designated Reserves	$1,375,570	$10,650,000	$33,891,681	$2,800,000	$4,500,000
2201	State Gas Tax	$1,403,207	$723,100	$2,433,881	$1,350,000	$650,000
2203	Transportation Development Act			$286,445		

2204	Measure B Sales Tax - Local Streets Fund (ACTC)			$28,091		
2207	Transportation for Clean Air			$197,419		
2212	Vehicle Registration Fee (ACTC)	$411,268	$1,854,000	$2,429,600		
2214	Measure BB Sales Tax - Local Streets Fund (ACTC)	$371,622	$550,000	$2,959,642	$2,700,000	$750,000
2215	Measure BB Sales Tax - Bike & Ped Fund (ACTC)	$1,082,374	$275,000	$310,463	$250,000	$300,000
2217	Measure BB Grants	$517,662	$1,053,000	$1,925,000		$1,215,000
2220	Road Maint. & Rehab Account (RMRA)	$3,445,321	$2,250,000	$3,403,826	$2,000,000	$2,200,000
2304	Local Recycling Programs			$107,684		
2705	Street Light District East Dublin 1999-1		$42,000	$144,147	$42,000	$42,000
2922	TVTC Fund	$190,844		$14,059,156		
2923	County Grants - General			$400,000		
2924	VRF(ACTC) Grants		$803,000	$803,000		$285,000
4300	Eastern Dublin Transportation Impact Fee	$855,265		$10,212,861		
4303	Traffic Impact Fee - Category 3			$187,108		
4304	Western Dublin Transportation Impact Fee	$9,092		$1,701,115		
4305	Traffic Impact Fee - Dougherty Valley			$5,323,192		
4306	Tri-Valley Transportation Development Fee	$1,066,901		$3,918,627		
4309	Mitigation Contribution			$45,980		
4401	Dublin Crossing Development Fee	$200,000				
6305	Internal Service Fund - Equipment			$85,426		
9901	Other County Reimbursement	$1,888,264		$447,423		
Total Financing(1)		**$ 14,686,001**	**$ 20,287,000**	**$ 96,852,359**	**$ 9,942,000**	**$ 11,792,000**

(1) Financing sources exclude project improvements to be funded/constructed by developers and other agencies, other and unidentified funding sources

Attachment #2

Proprietary Funds

Internal Service Funds

The Internal Service Fund provides funding to support the following areas: 1) Replacement of vehicles and fire apparatus; 2) Replacement of major building system components such as heating and air conditioning systems, pumps, boilers, etc. at City-owned facilities; 3) replacement of office equipment, computers, network infrastructure, solar equipment, telephone systems, etc.; 4) IT operational costs; 5) City employees Other Post-Employment Benefits (OPEB) and 6) City Self Insured Workers Compensation Program

Each City operating department budget includes charges for equipment usage. The Internal Service Fund charges in departments translate to revenue in the Internal Services Funds. Department charges are established at a level to sufficiently accumulate funds over time for the replacement of the equipment and funding for IT costs.

The total Internal Service Funds budget for Fiscal Year 2026-27 is $7,625,957, and the projected budget for Fiscal Year 2027-28 is $7,453,690 (excludes depreciation expense and transfers). Planned Internal Service Fund purchases are related to building maintenance, replacement of network servers and computers, replacement of police patrol cars, and retiree health costs.

The following are the fund summaries for Internal Service Funds:

Internal Service Fund - Equipment

The fund is maintained to finance necessary equipment replacement such as copiers, network infrastructure, traffic system, etc. The costs of these equipment are allocated based on the estimated life of the equipment on a predetermined schedule that is reviewed and evaluated on an annual basis.

	FY2025 Actual	FY2026 Adopted	FY2026 Amended	FY2027 Budget	FY2028 Forecast
Beginning Fund Balance	**$10,524,026**	**$11,274,568**	**$11,274,568**	**$10,419,181**	**$11,548,034**
Revenues					
Other Revenue	$3,690				
Use of Money & Property	$333,070	$170,000	$170,000	$250,000	$250,000
Internal Service Charges	$879,653	$965,218	$965,218	$1,059,344	$1,162,877
Total Revenues	**$1,216,413**	**$1,135,218**	**$1,135,218**	**$1,309,344**	**$1,412,877**
Expenditures by Category					
Capital Outlay - ISF	$287,350	$358,507	$946,867	$180,491	$330,000
Capital Outlay - Depreciation	$178,521				
Contract Services			$8,313		
Transfers Out	$0	$500,000	$1,035,426	$0	$0
TOTAL COSTS	**$465,871**	**$858,507**	**$1,990,606**	**$180,491**	**$330,000**
Ending Fund Balance(1)	**$11,274,568**	**$11,551,279**	**$10,419,181**	**$11,548,034**	**$12,630,911**
(1) FY 2024-25 Fund Balance includes $1,875,568 as Net Investment in Capital Assets.					

Internal Service Fund - Facilities

The fund is maintained to account for future replacement of major building/facilities components. Costs are allocated based on the estimated life of the components and charged directly to the user departments based on facility.

	FY2025 Actual	FY2026 Adopted	FY2026 Amended	FY2027 Budget	FY2028 Forecast
Beginning Fund Balance	**$46,978,575**	**$48,028,005**	**$48,028,005**	**$36,599,575**	**$38,969,375**
Revenues					
Use of Money & Property	$521,970	$220,000	$220,000	$350,000	$350,000
Internal Service Charges	$429,586	$472,545	$472,545	$519,800	$571,783
Transfers In	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000
Total Revenues	**$2,951,556**	**$2,692,545**	**$2,692,545**	**$2,869,800**	**$2,921,783**
Expenditures by Category					
Contract Services		$75,000	$25,000		
Capital Outlay - ISF			$50,000		
Capital Outlay - Depreciation	$1,832,244				
Transfers Out	$69,881	$2,600,000	$14,045,976	$500,000	$500,000
TOTAL COSTS	**$1,902,125**	**$2,675,000**	**$14,120,976**	**$500,000**	**$500,000**
Ending Fund Balance(1)	**$48,028,005**	**$48,045,550**	**$36,599,575**	**$38,969,375**	**$41,391,158**

(1) FY 2024-25 Fund Balance includes $31,226,491 as Net Investment in Capital Assets.

Internal Service Fund - IT

The fund is maintained to finance all Information Technology costs, including staffing.

	FY2025 Actual	FY2026 Adopted	FY2026 Amended	FY2027 Budget	FY2028 Forecast
Beginning Fund Balance	**$3,409,191**	**$4,108,558**	**$4,108,558**	**$2,174,594**	**$2,274,594**
Revenues					
Other Revenue	$83,132				
Use of Money & Property	$151,578	$0	$0	$100,000	$100,000
Internal Service Charges	$3,583,060	$3,800,123	$3,800,123	$4,145,536	$4,495,990
Total Revenues	**$3,817,770**	**$3,800,123**	**$3,800,123**	**$4,245,536**	**$4,595,990**
Expenditures by Category					
Salaries & Wages	$956,099	$1,016,529	$1,016,529	$1,055,570	$1,091,762
Benefits	$259,054	$275,521	$275,521	$242,340	$254,411
Capital Outlay - Depreciation	$254,904				
Contract Services	$298,507	$313,800	$364,285	$362,500	$390,000
Internal Service Fund Charge	$37,713	$41,484	$41,484	$45,632	$50,196
Services & Supplies	$1,097,978	$2,015,564	$2,381,207	$2,278,389	$2,541,406
Transfers Out	$65,665	$677,000	$1,517,836	$0	$0
Utilities	$148,485	$137,225	$137,225	$161,105	$168,215
TOTAL COSTS	**$3,118,404**	**$4,477,123**	**$5,734,087**	**$4,145,536**	**$4,495,990**
Ending Fund Balance(1)	**$4,108,558**	**$3,431,558**	**$2,174,594**	**$2,274,594**	**$2,374,594**

(1) FY 2024-25 Fund Balance includes $1,096,056 as Net Investment in Capital Assets.

Internal Service Fund - Retiree Health

The fund is maintained to finance future retiree health care benefit costs.

	FY2025 Actual	FY2026 Adopted	FY2026 Amended	FY2027 Budget	FY2028 Forecast
Beginning Fund Balance	$404,041	$404,041	$404,041	$404,041	$404,041
Revenues					
Other Revenue	$1,054,472	$1,234,695	$1,234,695	$1,296,430	$1,362,000
Total Revenues	**$1,054,472**	**$1,234,695**	**$1,234,695**	**$1,296,430**	**$1,362,000**
Expenditures by Category					
Benefits	$1,054,472	$1,234,695	$1,234,695	$1,296,430	$1,362,000
TOTAL COSTS	**$1,054,472**	**$1,234,695**	**$1,234,695**	**$1,296,430**	**$1,362,000**
Ending Fund Balance	**$404,040**	**$404,040**	**$404,040**	**$404,040**	**$404,040**

Internal Service Fund - Vehicles

All City's vehicles that are due for replacement, based on a predetermined schedule, are annually evaluated, and recommended for replacement or extended life. The annual replacement cost was calculated based on the annual vehicles' depreciation over their estimated useful life.

	FY2025 Actual	FY2026 Adopted	FY2026 Amended	FY2027 Budget	FY2028 Forecast
Beginning Fund Balance	**$6,695,756**	**$7,034,200**	**$7,034,200**	**$5,348,530**	**$4,289,284**
Revenues					
Use of Money & Property	$127,027	$50,000	$50,000	$50,000	$50,000
Internal Service Charges	$701,863	$772,050	$772,050	$849,254	$934,180
Other Revenue	$46,620				
Total Revenues	**$875,511**	**$822,050**	**$822,050**	**$899,254**	**$984,180**
Expenditures by Category					
Capital Outlay - ISF	$327,598	$2,292,868	$2,507,720	$1,958,500	$1,220,700
Capital Outlay - Depreciation	$209,469				
TOTAL COSTS	**$537,067**	**$2,292,868**	**$2,507,720**	**$1,958,500**	**$1,220,700**
Ending Fund Balance(1)	**$7,034,200**	**$5,563,382**	**$5,348,530**	**$4,289,284**	**$4,052,764**

(1)FY 2024-25 Fund balance includes $3,615,482 as Net Investment in Capital Assets

Internal Service Fund - Workers Compensation Program

The fund is maintained to account for costs associated with the City's self-funded Workers Compensation Program.

	FY2025 Actual	FY2026 Adopted	FY2026 Amended	FY2027 Budget	FY2028 Forecast
Beginning Fund Balance		$0	$0	$0	$0
Revenues					
Other Revenue			$100,000	$45,000	$45,000
Total Revenues	**$0**	**$0**	**$100,000**	**$45,000**	**$45,000**
Expenditures by Category					
Benefits			$50,000	$20,000	$20,000
Contract Services			$50,000	$25,000	$25,000
TOTAL COSTS	**$0**	**$0**	**$100,000**	**$45,000**	**$45,000**
Ending Fund Balance	**$0**	**$0**	**$0**	**$0**	**$0**

Fiduciary Funds

Attachment #2

Dublin Crossing CFD 2015-I (5102)

In November 2013, the City Council adopted the Dublin Crossing Specific Plan (DCSP) relating to the private development of approximately 189 acres on a portion of the Parks Reserve Forces Training Area (Camp Parks) in the City of Dublin. The DCSP includes provisions for the demolition of existing buildings and other improvements on the site and construction of a residential mixed-use project with up to 1,995 single- and multifamily residential units; a 30-acre Community Park; and a 12-acre school site.

The City Council also approved a development agreement with the Developer which outlined their intention to propose the formation of a Community Facilities District (CFD) by the City pursuant to the Mello-Roos Community Facilities Act of 1982. A CFD is a defined geographic area in which the City is authorized to levy annual special taxes to either finance directly the costs of specified public improvements, or to pay debt service on bonds issued to finance the public improvements, as well as to pay costs of administering the CFD.

On June 2, 2015, the City Council adopted the Resolution of Formation (Reso 96-15), establishing Community Facilities District No. 2015-1 (Dublin Crossing). In August 2017, the City issued $32.7 million in bonds on behalf of the CFD. In July 2019, the City issued $37.7 million in bonds on behalf of the CFD. In August 2021, the City issued $26 million in bonds on behalf of the CFD. In September 2022, the City issued $21.72 million in bonds on behalf of the CFD. In December 2023, the City issued $18.65 million in bonds on behalf of the CFD.

Dublin Crossing CFD 2015-I (5102)

	FY2025 Actual	FY2026 Adopted	FY2026 Amended	FY2027 Budget	FY2028 Forecast
Beginning Fund Balance	**-$118,323,163**	**-$121,451,546**	**-$121,451,546**	**-$121,527,037**	**-$121,606,166**
Revenues					
Use of Money & Property	$133,109				
Special Assessments	$8,689,963	$8,249,692	$8,249,692	$8,334,017	$8,505,469
Total Revenues	**$8,823,072**	**$8,249,692**	**$8,249,692**	**$8,334,017**	**$8,505,469**
Expenditures by Category					
Contract Services	$56,504	$523,100	$523,100	$453,146	$468,010
Reimbursement to Others	$11,894,950	$7,802,083	$7,802,083	$7,960,000	$8,115,000
TOTAL COSTS	**$11,951,455**	**$8,325,183**	**$8,325,183**	**$8,413,146**	**$8,583,010**
Ending Fund Balance	**-$121,451,546**	**-$121,527,037**	**-$121,527,037**	**-$121,606,166**	**-$121,683,707**

Geologic Hazard Abatement Districts (GHAD)

A Geologic Hazard Abatement District (District or GHAD) is a state-level entity which is established separate from the City of Dublin and applies to a specific defined area within the City. The District is formed under provisions in the California Public Resources Code which establishes in Section 26500 that a District is a political subdivision of the State and is not an agency or instrumentality of a local agency.

The City's role is limited to providing support to the District, coordinating activities undertaken for the District, administering the District funds, and coordinating the payment of expenses associated with the District. GHAD funding is collected as a supplemental assessment on property tax bills. The District can perform maintenance on defined areas and can also accumulate reserves to address major or extraordinary work such as a landslide repair.

The Public Resources Code defines a "geologic hazard" as an actual or threatened landslide, land subsidence, soil erosion, earthquake, fault movement, or any other natural or unnatural movement of land or earth. A District may be formed for the following purposes: (a) Prevention, mitigation, abatement, or control of a geologic hazard; or (b) Mitigation or abatement of structural hazards that are partly or wholly caused by geologic hazards (Public Resources Code 26525).

The City of Dublin has established three separate Districts: Fallon Village Geologic Hazard Abatement District, Schaefer Ranch Geologic Hazard Abatement District, and Fallon Crossing Geologic Hazard Abatement District. These Districts are managed by a Board of Directors, which is composed of members of the City Council. Assessments are levied in accordance with an Engineer's Report prepared for each District and adopted at a public meeting.

Information in this section is presented for informational purposes since these activities are not a direct obligation of the City of Dublin.

Fallon Village Geologic Hazard Abatement District

The Fallon Village Geologic Hazard Abatement District (GHAD) was established in accordance with a condition of approval for the Fallon Village (Positano) development project. On December 4, 2007, the City Council adopted Resolution No. 216-07 which created the Fallon Village GHAD. The GHAD was formed to provide a mechanism for the prevention, mitigation, abatement, and control of identified or potential geologic hazards within the GHAD's boundary. The boundary of the Positano development encompasses approximately 175 acres of land, located generally east of Fallon Road.

On May 3, 2011, the City Council adopted Resolution No. 52-11 approving the annexation of the Jordan Ranch development into the Fallon Village GHAD. The boundary of the GHAD with both Positano and Jordan Ranch developments encompasses a total of approximately 674 acres of land, located generally east of Fallon Road.

On February 21, 2023, the City Council adopted Resolution No. 23-23 approving the annexation of the East Ranch development into the Fallon Village GHAD. Upon completion of the development and transfer to the GHAD, the East Ranch development will add approximately 166 acres of land to the GHAD.

For Fiscal Year 2025-26, a total of 12,062 parcels were subject to the levy of an assessment which represents all the residential units within the Positano, Jordan Ranch, and Francis Ranch developments. Additional residential parcels in the Francis Ranch development are anticipated to be subject to the levy of an assessment in Fiscal Year 2026-27.

Fallon Village GHAD (5301)

	FY2025 Actual	FY2026 Adopted	FY2026 Amended	FY2027 Budget	FY2028 Forecast
Beginning Fund Balance	**$10,522,152**	**$11,189,538**	**$11,189,538**	**$11,165,767**	**$11,132,454**
Revenues					
Special Assessments	$500,584	$503,272	$503,272	$518,371	$533,922
Use of Money & Property	$383,008	$125,000	$125,000	$128,750	$132,613
Total Revenues	**$883,592**	**$628,272**	**$628,272**	**$647,121**	**$666,534**
Expenditures by Category					
Salaries & Wages	$17,313	$23,672	$23,672	$24,676	$25,516
Benefits	$8,441	$11,371	$11,371	$13,758	$14,650
Contract Services	$190,452	$617,000	$617,000	$642,000	$657,000
TOTAL COSTS	**$216,206**	**$652,043**	**$652,043**	**$680,434**	**$697,166**
Ending Fund Balance	**$11,189,538**	**$11,165,767**	**$11,165,767**	**$11,132,454**	**$11,101,822**

Schaefer Ranch Geologic Hazard Abatement District

The Schaefer Ranch Geologic Hazard Abatement District (GHAD) was established in accordance with a condition of approval for the Schaefer Ranch development project. On December 5, 2006, the GHAD was formed to provide a mechanism for the prevention, mitigation, abatement, and control of identified or potential geologic hazards within the GHAD's boundary. The boundary of the GHAD encompasses approximately 500 acres of land located at the westerly boundary of the City limits.

For Fiscal Year 2025-26, a total of 399 parcels were subject to the levy of an assessment. It is estimated that in Fiscal Year 2026-27, there will be an additional 20 parcels that will be subject to the special assessment, which represents all the planned residential units within the Schaefer Ranch development.

Schaefer Ranch GHAD (5302)

	FY2025 Actual	FY2026 Adopted	FY2026 Amended	FY2027 Budget	FY2028 Forecast
Beginning Fund Balance	**$6,654,725**	**$7,220,096**	**$7,220,096**	**$7,431,472**	**$7,637,169**
Revenues					
Special Assessments	$524,051	$675,419	$675,419	$695,681	$716,552
Use of Money & Property	$244,588	$115,000	$115,000	$118,450	$122,004
Total Revenues	**$768,639**	**$790,419**	**$790,419**	**$814,131**	**$838,555**
Expenditures by Category					
Salaries & Wages	$17,313	$23,672	$23,672	$24,676	$25,516
Benefits	$8,441	$11,371	$11,371	$13,758	$14,650
Contract Services					
Professional Consulting	$177,515	$544,000	$544,000	$570,000	$575,000
TOTAL COSTS	**$203,268**	**$579,043**	**$579,043**	**$608,434**	**$615,166**
Ending Fund Balance	**$7,220,096**	**$7,431,472**	**$7,431,472**	**$7,637,169**	**$7,860,559**

Fallon Crossing (North Tassajara) Geologic Hazard Abatement District

The Fallon Crossing Geologic Hazard Abatement District was established in accordance with a condition of approval for the Fall Crossing (The Chateau) development project. On August 16, 2011, the City Council adopted Resolution No. 147-11 which creat the Fallon Crossing Geologic Hazard Abatement District. The GHAD was formed to provide a mechanism for the preventic mitigation, abatement, and control of identified or potential geologic hazards within the GHAD's boundary. The boundary of T Chateau development encompasses approximately 68 acres of land located on the northeast side of Tassajara Road. The GH recently accepted Plan-of-Control Responsibilities for the Chateau development.

On June 6, 2017, the City Council adopted Resolution No. 66-17 approving the annexation of the Tassajara Hills development ir the Fallon Crossing GHAD. The boundary of the Tassajara Hills development encompasses a total of approximately 293 acres land in the northeast corner of the City. The GHAD has not accepted transfer and maintenance responsibilities within the Tassaja Hills development yet, therefore the development does not receive any GHAD services at this time.

For Fiscal Year 2025-26, a total of 477 parcels were subject to the levy of an assessment which represents all of the planned residential units within both The Chateau and Tassajara Hills developments. No additional residential parcels are estimated to be subject to the levy of an assessment in Fiscal Year 2026-27 or Fiscal Year 2027-28.

Fallon Crossing GHAD (5321)

	FY2025 Actual	FY2026 Adopted	FY2026 Amended	FY2027 Budget	FY2028 Forecast
Beginning Fund Balance	**$3,880,222**	**$4,681,412**	**$4,681,412**	**$5,065,875**	**$5,461,832**
Revenues					
Special Assessments	$778,817	$779,506	$779,506	$802,891	$826,978
Use of Money & Property	$149,312	$50,000	$50,000	$51,500	$53,045
Total Revenues	**$928,128**	**$829,506**	**$829,506**	**$854,391**	**$880,023**
Expenditures by Category					
Salaries & Wages	$17,313	$23,672	$23,672	$24,676	$25,516
Benefits	$8,441	$11,371	$11,371	$13,758	$14,650
Contract Services					
Professional Consulting	$101,185	$410,000	$410,000	$420,000	$425,000
TOTAL COSTS	**$126,938**	**$445,043**	**$445,043**	**$458,434**	**$465,166**
Ending Fund Balance	**$4,681,412**	**$5,065,875**	**$5,065,875**	**$5,461,832**	**$5,876,689**

Attachment #2

California Employers' Retiree Benefit Trust (CERBT)

The State of California Public Employees Retirement System (CALPERS) developed the CERBT to allow public agencies to invest money in a trust mechanism to fund other post-employment benefits (OPEB), otherwise known as retiree health care.

The City of Dublin Retiree Health Plan is a single-employer defined benefit health care plan administered by CalPERS. The plan provides medical insurance benefits to eligible retiree and their eligible dependents in accordance with the State Public Employee Retirement Law.

During the Fiscal Year 2006-07, the City made arrangements with CALPERS for the initial establishment of the trust and transferred $5.5 million into the trust. The City has established a policy to make annual contribution for the purpose of funding the Annual Required Contribution (ARC) when there are no budget constraints. The ARC amount is determined by an Actuarial Study which is required to be updated biennially. The City's OPEB is currently super-funded, there is no ARC budget included in the next two fiscal years. **It is important to note that the CERBT funds are not controlled by the City, as they are assets held by and distributed by CalPERS. This page is included in the budget document for informational purposes only.**

CERBT Summary (5171)

	FY2025 Actual	FY2026 Adopted	FY2026 Amended	FY2027 Budget	FY2028 Forecast
Beginning Fund Balance	**$23,813,351**	**$25,311,276**	**$25,311,276**	**$24,026,581**	**$22,680,151**
Revenues					
Use of Money & Property	$2,571,181				
Total Revenues	**$2,571,181**	**$0**	**$0**	**$0**	**$0**
Expenditures by Category					
Benefits	$1,054,472	$1,234,695	$1,234,695	$1,296,430	$1,362,000
Contract Services	$18,784	$50,000	$50,000	$50,000	$50,000
TOTAL COSTS	**$1,073,256**	**$1,284,695**	**$1,284,695**	**$1,346,430**	**$1,412,000**
Ending Fund Balance	**$25,311,276**	**$24,026,581**	**$24,026,581**	**$22,680,151**	**$21,268,151**

Attachment #2

Addendum

The City of Dublin adopts a Biennial Budget which incorporates the estimated Revenue and Expenditures for the City each of the two Fiscal Years. The Fiscal Year begins July 1st and ends on June 30th.

The schedules included in the Addendum are intended to provide additional summary and comparison information related to both Revenues and Expenditures. The Addendum also includes a glossary of terms, and detailed demographic information about the City of Dublin. Upon adoption by the City Council, a copy of the resolution will be placed in the Addendum as well. Questions about the presentation of the information can be directed to the Finance Department at (925) 833-6640.

The following are the sections included in the Addendum:

#1 – Historical Comparison of Revenues by Source

#2 – Human Services Grants Program

#3 – Position Allocation Plan

#4 – Fiscal Year 2026-27 Appropriations Limit (Gann Limit)

#5 – Fund Balance Reserves Policy

#6 – Glossary/Index

#7 – Demographics

#8 – Legal Debt Limit

#9 – City Debt Schedule

#10 – Budget Resolution

Attachment #2

General Funds Revenues Comparison

Category	FY2025 Actual	FY2026 Adopted	FY2026 Amended	FY2027 Budget	FY2028 Forecast
General Fund (1000s)					
Property Taxes					
Current Secured	$49,614,081	$52,146,331	$52,146,331	$53,254,219	$55,879,254
Current Unsecured	$2,729,888	$2,953,596	$2,953,596	$3,115,132	$3,298,783
Motor Vehicle In Lieu	$9,548,942	$9,955,727	$9,955,727	$10,141,628	$10,849,133
Supplemental	$1,168,558	$800,000	$800,000	$800,000	$800,000
Prior Secured	$581,128	$250,000	$250,000	$250,000	$250,000
Prior Unsecured	$4,757				
Property Tax Penalties	$191,318				
Sub-total	**$63,838,672**	**$66,105,654**	**$66,105,654**	**$67,560,979**	**$71,077,170**
Sales Taxes					
Sales and Use Tax	$29,172,420	$27,574,345	$27,574,345	$27,932,981	$28,771,672
Sales Tax Reimbursements	($350,000)	($375,000)	($375,000)	($50,000)	($50,000)
Sub-total	**$28,822,420**	**$27,199,345**	**$27,199,345**	**$27,882,981**	**$28,721,672**
Other Taxes					
Property Transfer Tax	$729,223	$600,000	$600,000	$600,000	$600,000
Transient Occupancy Tax (Hotel)	$1,324,612	$1,400,000	$1,400,000	$1,400,000	$1,400,000
Sub-total	**$2,053,836**	**$2,000,000**	**$2,000,000**	**$2,000,000**	**$2,000,000**
Franchise Taxes					
Electric	$941,204	$650,000	$650,000	$750,000	$850,000
Gas	$236,816	$200,000	$200,000	$200,000	$200,000
Garbage	$5,164,393	$5,402,250	$5,402,250	$5,510,295	$5,620,500
Cable	$460,086	$510,000	$510,000	$484,500	$460,275
Sub-total	**$6,802,498**	**$6,762,250**	**$6,762,250**	**$6,944,795**	**$7,130,775**
Licenses & Permits					
Business Licenses	$176,468	$73,000	$73,000	$73,000	$73,000
Pole License Fee		$9,100	$9,100	$9,100	$9,100
Taxi - Company		$500	$500	$500	$500
Taxi - Driver		$500	$500	$500	$500
Tobacco Retailing License	$4,603	$10,000	$10,000	$10,000	$10,000
Massage - Establishment		$3,000	$3,000	$3,000	$3,000
Peddler		$1,000	$1,000	$1,000	$1,000
Parking License	$135,193				
Animal License	$3,358	$6,000	$6,000	$6,000	$6,000
Fire Permits - Self Inspected					
Fire Permits - Annual	$10,511	$15,000	$15,000	$15,000	$15,000
Planning Permits	$54,314	$41,558	$41,558	$50,103	$50,103
Building Permits	$5,422,397	$5,032,598	$5,032,598	$4,970,728	$3,513,056
Building Referral Plan Check	$29,108	$35,000	$35,000	$35,000	$35,000
Construction and Demo Permits	$24,228	$16,362	$16,362	$15,915	$13,290

Encroachment / Transportation	$321,899	$260,100	$260,100	$335,700	$345,771
Code Enforcement Revenue	$12,218			$99,000	$99,000
Grading		$75,600	$75,600		
Miscellaneous Permits	$2,475	$6,300	$6,300	$6,300	$6,300
Sub-total	**$6,196,771**	**$5,585,618**	**$5,585,618**	**$5,630,846**	**$4,180,620**

Fines & Penalties

Other Court Fines	$12,956	$20,000	$20,000	$20,000	$20,000
Parking Citations	$37,170	$30,000	$30,000	$30,000	$30,000
Administration Citation	$700	$2,400	$2,400	$2,400	$2,400
Business License Penalties	$92	$15,000	$15,000	$15,000	$15,000
Penalties	$2,250				
Sub-total	**$53,168**	**$67,400**	**$67,400**	**$67,400**	**$67,400**

Use Of Money & Property

Interest	$10,575,939	$7,510,000	$10,510,000	$7,510,000	$6,214,600
Interest - Lease	$270,360	$86,400	$86,400	$110,000	$110,000
Interest Designated	$130,901				
Interest Restricted	$186,494				
Investment Fair Market Value Adjustment	$9,181,038				
Leased Property	$534,938	$633,860	$633,860	$657,261	$667,761
Sub-total	**$20,879,670**	**$8,230,260**	**$11,230,260**	**$8,277,261**	**$6,992,361**

Intergovernmental

Other Agency Grants					
Vehicle License Fee	$117,399	$70,000	$70,000	$100,000	$100,000
Mandated Costs Reimbursement	$201,564	$10,000	$10,000	$10,000	$10,000
Property Tax Relief (HOPTR)	$221,617	$220,000	$220,000	$220,000	$220,000
Sub-total	**$540,580**	**$300,000**	**$300,000**	**$330,000**	**$330,000**

Charges For Services

General & Administrative

Sale of Documents	$68				
Building Use Insurance	$48,053	$35,000	$35,000	$35,000	$35,000
General & Administrative	**$48,121**	**$35,000**	**$35,000**	**$35,000**	**$35,000**

Police Services

Police Reports	$4,825	$3,000	$3,000	$3,000	$3,000
Background Letter	$2,219	$1,100	$1,100	$1,100	$1,100
ABC Letter	$655				
Livescan	$2,220	$1,200	$1,200	$1,200	$1,200
Vehicle Release	$18,396	$12,000	$12,000	$12,000	$12,000
Fix It Tickets	$324	$350	$350	$350	$350
Repo Releases	$705	$600	$600	$600	$600
DUI Response Costs Recovery	$618	$2,100	$2,100	$2,100	$2,100
Miscellaneous Police Services	$43,732	$13,400	$13,400	$13,400	$13,400
Police Services	**$73,694**	**$33,750**	**$33,750**	**$33,750**	**$33,750**

Fire Services

Fire Alarm	$29,524	$10,000	$10,000	$20,000	$20,000
Sprinkler / Underground	$192,731	$72,000	$72,000	$155,000	$155,000

Fixed System	$3,108	$1,500	$1,500	$2,000	$2,000
Fire Plan Check	$70,456	$87,380	$87,380	$60,000	$60,000
Miscellaneous Fire Services	$2,685	$4,000	$4,000	$2,000	$2,000
Santa Rita Services	$1,936,495	$500,000	$500,000	$500,000	$500,000
Fire Services	**$2,234,999**	**$674,880**	**$674,880**	**$739,000**	**$739,000**
Environmental Services					
EV Charging Stations	$53,796	$27,000	$27,000	$30,000	$31,000
Stormwater Facility Inspection	$12,787	$16,320	$16,320	$16,320	$16,320
Waste Mgt Admin Fee	$2,026,536	$2,200,000	$2,200,000	$2,310,000	$2,425,500
Local Share Permit Surcharge-Green Building	$1,206	$1,117	$1,117	$975	$733
Environmental Services	**$2,094,325**	**$2,244,437**	**$2,244,437**	**$2,357,295**	**$2,473,553**
Parks & Community Services					
Cultural & Special Events	$252,068	$201,224	$201,224	$254,434	$254,434
Cultural Arts Center	$101,488	$813,466	$233,288	$700,266	$813,466
Heritage & Cultural Art	$79,163	$87,588	$87,588	$86,588	$86,588
Parks & Community Services Admin	$183,642	$195,000	$195,000	$140,000	$140,000
Senior Center	$164,687	$178,600	$178,600	$174,600	$174,600
Shannon Center	$1,474,485	$1,379,448	$1,194,378	$1,401,060	$1,425,060
Stager & Other Facilities	$1,650,015	$1,578,692	$1,578,692	$1,583,000	$1,618,000
The Wave	$1,937,390	$1,930,544	$1,945,544	$2,209,026	$2,211,026
Parks & Community Services	**$5,842,937**	**$6,364,562**	**$5,614,314**	**$6,548,974**	**$6,723,174**
Development Services					
Zoning	$836,284	$521,927	$599,183	$302,307	$302,307
Plan Checking	$2,965,943	$4,413,660	$3,913,660	$4,413,660	$4,413,660
Local Share Permit Surcharge-SMIP	$2,594	$2,309	$2,309	$2,001	$1,153
Local Share Permit Surcharge-Zone 7	$292,188	$9,920	$9,920	$11,024	$7,763
Business License City Admin CASp fee	$15,018	$15,192	$15,192	$12,791	$12,791
PFD Development Services	$402,092	$4,039	$4,039	$4,160	$4,285
Development Services	**$4,514,119**	**$4,967,047**	**$4,544,303**	**$4,745,943**	**$4,741,958**
Charges for Services Sub-total	**$14,808,195**	**$14,319,676**	**$13,146,684**	**$14,459,962**	**$14,746,434**
General Revenue					
Sale of Property	$2,086				
Contribution/Donations/ Sponsorships	$141,592	$140,520	$140,520	$172,360	$172,360
Miscellaneous Revenue	$408,901	$269,680	$1,018,923	$263,683	$265,036
Reimbursement, General	$3,809,460	$2,205,940	$2,205,940	$2,315,912	$2,377,687
Reimbursement, Damage	$129,211	$25,500	$25,500	$25,500	$25,500
Concessions Revenue	$8,567	$25,000	$25,000	$25,000	$25,000
Community Benefit Payments	$1,000,000				
Credit Card Transaction Fee	$59,650				
Developer Contribution - Project					
Sub-total	**$5,559,466**	**$2,666,640**	**$3,415,883**	**$2,802,455**	**$2,865,583**
Transfers In	**$162,885**	**$136,015**	**$136,015**	**$138,735**	**$141,510**
Total – General Fund	**$149,718,164**	**$133,372,857**	**$135,949,108**	**$136,095,414**	**$138,253,525**

(continued from above)

Attachment #2

Non-General Funds Revenues Comparison

	FY2025 Actual	FY2026 Adopted	FY2026 Amended	FY2027 Budget	FY2028 Forecast
State Seizure/Special Activity Fund (2101)					
Interest	$19,494	$3,000	$3,000	$7,500	$7,500
General Revenue	$540,684				
Sub-total	**$560,177**	**$3,000**	**$3,000**	**$7,500**	**$7,500**
Vehicle Abatement (2102)					
Interest	$15,985	$7,000	$7,000	$7,500	$7,500
Intergovernmental-County	$35,073	$34,000	$34,000	$34,000	$34,000
Sub-total	**$51,058**	**$41,000**	**$41,000**	**$41,500**	**$41,500**
SLES/COPS Fund - CA (2103)					
Interest	$20,905	$6,500	$6,500	$8,000	$8,000
Intergovernmental-State	$219,374				
Sub-total	**$240,279**	**$6,500**	**$6,500**	**$8,000**	**$8,000**
Local Law Enforcement Block Grant (2104)					
Intergovernmental-State					
Sub-total	**$0**	**$0**	**$0**	**$0**	**$0**
Traffic Safety (2106)					
Fines & Penalties	$86,959	$100,000	$100,000	$100,000	$100,000
Interest	$3,993	$50	$50	$1,000	$1,000
Sub-total	**$90,952**	**$100,050**	**$100,050**	**$101,000**	**$101,000**
Federal Asset Seizure Fund (2107)					
Interest					
Sub-total	**$0**	**$0**	**$0**	**$0**	**$0**
EMS Special Revenue (2109)					
Special Assessments - Current	$214,589	$217,000	$217,000	$217,000	$217,000
Special Assessments - Prior Year & Penalties	$1,448	$1,000	$1,000	$1,000	$1,000
Interest	$8,842	$5,000	$5,000	$5,000	$5,000
Sub-total	**$224,879**	**$223,000**	**$223,000**	**$223,000**	**$223,000**
Enforcement Grants (2111)					
Interest					
Intergovernmental-Federal		$50,000	$50,000	$50,000	$50,000
Intergovernmental-State	$197,768	$281,681	$486,369	$281,681	$281,681
Sub-total	**$197,768**	**$331,681**	**$536,369**	**$331,681**	**$331,681**
State Gas Tax (2201)					
Interest	$128,905	$80,000	$80,000	$95,000	$95,000
Intergovernmental-State	$2,058,093	$2,118,146	$2,118,146	$2,154,910	$2,162,512
Sub-total	**$2,186,998**	**$2,198,146**	**$2,198,146**	**$2,249,910**	**$2,257,512**

Transportation Development Act (2203)					
Intergovernmental-State					
Sub-total	**$0**	**$0**	**$0**	**$0**	**$0**

Measure B-Local Streets (2204)					
Interest		$10,000	$10,000		
Sales Tax					
Sub-total	**$0**	**$10,000**	**$10,000**	**$0**	**$0**

Measure B-Bike & Ped (2205)					
Interest	$35	$4,000	$4,000		
Sales Tax					
Sub-total	**$35**	**$4,000**	**$4,000**	**$0**	**$0**

Transportation for Clean Air (2207)					
Intergovernmental-County					
Sub-total	**$0**	**$0**	**$0**	**$0**	**$0**

Vehicle Registration Fee (2212)					
Interest	$12,979	$5,000	$5,000	$5,000	$5,000
Intergovernmental-County	$345,704	$273,224	$273,224	$273,224	$273,224
Sub-total	**$358,682**	**$278,224**	**$278,224**	**$278,224**	**$278,224**

Measure BB-Local Streets (2214)					
Interest	$79,541	$17,000	$17,000	$45,000	$45,000
Sales Tax	$1,446,811	$1,340,847	$1,340,847	$1,340,847	$1,340,847
Sub-total	**$1,526,352**	**$1,357,847**	**$1,357,847**	**$1,385,847**	**$1,385,847**

Measure BB-Bike & Ped (2215)					
Interest	$32,079	$10,000	$10,000	$10,000	$10,000
Sales Tax	$492,592	$462,215	$462,215	$462,215	$462,215
Sub-total	**$524,671**	**$472,215**	**$472,215**	**$472,215**	**$472,215**

Measure B Grants (2216)					
Interest	$7,110			$2,500	$2,500
Intergovernmental-County					
Sub-total	**$7,110**	**$0**	**$0**	**$2,500**	**$2,500**

Measure BB Grants (2217)					
Interest					
Intergovernmental-County	$2,266,442				
Sub-total	**$2,266,442**	**$0**	**$0**	**$0**	**$0**

Measure RR Safe Routes to BART (2218)					
Intergovernmental-Other Agency Grant	$336,609				
Sub-total	**$336,609**	**$0**	**$0**	**$0**	**$0**

Road Maintenance & Rehab Account (RMRA) (2220)					
Interest	$96,519	$45,000	$45,000	$35,000	$35,000

Intergovernmental-State	$2,031,892	$2,016,576	$2,016,576	$2,016,576	$2,016,576
Sub-total	**$2,128,411**	**$2,061,576**	**$2,061,576**	**$2,051,576**	**$2,051,576**

Measure D (2302)					
Interest	$7,502	$5,000	$5,000	$5,000	$5,000
Intergovernmental-County	$257,386	$215,000	$215,000	$215,000	$215,000
Sub-total	**$264,888**	**$220,000**	**$220,000**	**$220,000**	**$220,000**

Garbage Service Fund (2303)					
Interest	$63,777				
Environmental Services	$9,169,277	$8,810,000	$9,113,138	$9,074,000	$9,345,500
Sub-total	**$9,233,054**	**$8,810,000**	**$9,113,138**	**$9,074,000**	**$9,345,500**

Local Recycling Programs (2304)					
Interest	$10,806	$3,000	$3,000	$3,000	$3,000
Intergovernmental-State	$28,990	$123,524	$123,524	$134,044	$135,544
Intergovernmental-County		$25,500	$25,500	$25,500	$25,500
General Revenue					
Sub-total	**$39,796**	**$152,024**	**$152,024**	**$162,544**	**$164,044**

Storm Water Management (2321, 2323, 2324)					
Interest	$8,436	$3,750	$3,750	$3,750	$3,750
Sub-total	**$8,436**	**$3,750**	**$3,750**	**$3,750**	**$3,750**

Box Culvert (2322)					
Interest	$15,071	$8,000	$8,000	$10,000	$10,000
Sub-total	**$15,071**	**$8,000**	**$8,000**	**$10,000**	**$10,000**

Small Business Assistance (2601)					
Interest	$15,557			$10,000	$10,000
General Revenue	$100,000	$100,000	$100,000	$100,000	$100,000
Sub-total	**$115,557**	**$100,000**	**$100,000**	**$110,000**	**$110,000**

State Grant - Park (2403)					
Intergovernmental - State					
Sub-total	**$0**	**$0**	**$0**	**$0**	**$0**

Street Light Districts (2701, 2705)					
Special Assessments - Current	$661,645	$692,218	$692,218	$692,218	$692,218
Special Assessments - Prior Year & Penalties	$4,135				
Interest	$50,792	$20,000	$20,000	$35,000	$35,000
Sub-total	**$716,572**	**$712,218**	**$712,218**	**$727,218**	**$727,218**

Landscape Districts (2702, 2703, 2704)					
Special Assessments - Current	$688,497	$726,894	$726,894	$726,894	$726,894
Special Assessments - Prior Year & Penalties	$2,403				
Interest	$89,333	$43,000	$43,000	$53,000	$53,000
Sub-total	**$780,233**	**$769,894**	**$769,894**	**$779,894**	**$779,894**

Dublin Crossing CFD (2710)					
Special Assessments - Current	$114,944	$117,300	$117,300	$117,300	$117,300
Special Assessments – Prior Year & Penalties	$626				
Interest	$21,439	$7,500	$7,500	$10,000	$10,000
Sub-total	**$137,009**	**$124,800**	**$124,800**	**$127,300**	**$127,300**

Continued in next Section:

Non-General Funds Revenues Comparison - Continued

Public Art Fund (2801)					
Interest	$123,259	$70,000	$70,000	$100,000	$100,000
Developer Contribution	$205,349				
Sub-total	**$328,608**	**$70,000**	**$70,000**	**$100,000**	**$100,000**
Cable TV Facilities (2811)					
Interest	$22,293	$5,000	$5,000	$10,000	$10,000
Cable TV Support	$92,565	$125,000	$125,000	$125,000	$125,000
Sub-total	**$114,858**	**$130,000**	**$130,000**	**$135,000**	**$135,000**
Affordable Housing Fund (2901)					
Interest	$660,182	$250,000	$250,000	$450,000	$450,000
Loan Repayments	$5,908,152				
Intergovernmental-State	$3,333,333				
Development Services	$7,757,990				
Developer Contribution	$85,749	$72,664	$72,664	$184,069	$184,069
Sub-total	**$17,745,406**	**$322,664**	**$322,664**	**$634,069**	**$634,069**
Noise Mitigation Fund (2902)					
Interest	$1,082	$500	$500	$500	$500
Developer Contribution	$4,568	$335	$335	$335	$335
Sub-total	**$5,650**	**$835**	**$835**	**$835**	**$835**
Community Development Block Grant (2903)					
Intergovernmental-Federal	$76,303	$105,600	$943,094	$18,000	$18,000
Sub-total	**$76,303**	**$105,600**	**$943,094**	**$18,000**	**$18,000**
COVID-19 Grants (2905)					
Intergovernmental-State					
Sub-total	**$0**	**$0**	**$0**	**$0**	**$0**
Federal COVID-19 Financial Assistance (2906)					
Intergovernmental-Federal					
Sub-total	**$0**	**$0**	**$0**	**$0**	**$0**
American Rescue Plan Act (ARPA) (2907)					
Intergovernmental-Federal	$1,000,314	$874,540	$874,540	$350,000	$0
Sub-total	**$1,000,314**	**$874,540**	**$874,540**	**$350,000**	**$0**
Building Homes and Jobs Act (2911)					
Intergovernmental-State					
Sub-total	**$0**	**$0**	**$0**	**$0**	**$0**
Federal Grants - General (2920)					

Intergovernmental-Federal					
Sub-total	**$0**	**$0**	**$0**	**$0**	**$0**
State Grants - General (2921)					
Intergovernmental-State	$525,204				
Sub-total	**$525,204**	**$0**	**$0**	**$0**	**$0**
TVTC Grants (2922)					
Intergovernmental-State			$12,200,000		
Sub-total	**$0**	**$0**	**$12,200,000**	**$0**	**$0**
County Grants - General (2923)					
Intergovernmental-County					
Sub-total	**$0**	**$0**	**$0**	**$0**	**$0**
VRF(ACTC) Grants (2924)					
Intergovernmental-County		$2,657,000	$2,657,000	$2,657,000	$2,657,000
Sub-total	**$0**	**$2,657,000**	**$2,657,000**	**$2,657,000**	**$2,657,000**
Donation (2930)					
General Revenue					
Sub-total	**$0**	**$0**	**$0**	**$0**	**$0**
Public Facilities Fee (4100s)					
Interest	$1,375,308	$637,550	$637,550	$997,500	$997,500
Developer Contribution	$3,050,276	$486,893	$486,893	$2,398,771	$4,149,457
Sub-total	**$4,425,584**	**$1,124,443**	**$1,124,443**	**$3,396,271**	**$5,146,957**
Traffic Impact Fee (4300s)					
Interest	$2,906,697	$300,816	$300,816	$1,781,640	$1,459,378
Developer Contribution	$1,044,732	$105,250	$105,250	$606,000	$606,000
Sub-total	**$3,951,429**	**$406,066**	**$406,066**	**$2,387,640**	**$2,065,378**
Fire Impact Fee (4201)					
Interest	$82,227	$26,712	$26,712	$56,815	$58,452
Developer Contribution	$7,640	$1,000	$1,000	$5,000	$5,000
Sub-total	**$89,866**	**$27,712**	**$27,712**	**$61,815**	**$63,452**
Dublin Crossing Fund (4401)					
Interest	$442,324	$200,000	$200,000	$350,000	$325,000
Community Benefit Payments					
Sub-total	**$442,324**	**$200,000**	**$200,000**	**$350,000**	**$325,000**
Vehicles Replacement (6105)					
Interest	$127,027	$50,000	$50,000	$50,000	$50,000
Internal Service Charges	$701,863	$772,050	$772,050	$849,254	$934,180
General Revenue	$46,620				
Sub-total	**$875,511**	**$822,050**	**$822,050**	**$899,254**	**$984,180**
Facilities Replacement (6205)					
Interest	$521,970	$220,000	$220,000	$350,000	$350,000
Internal Service Charges	$429,586	$472,545	$472,545	$519,800	$571,783

Sub-total	**$951,556**	**$692,545**	**$692,545**	**$869,800**	**$921,783**
Equipment Replacement (6305)					
Interest	$333,070	$170,000	$170,000	$250,000	$250,000
Internal Service Charges	$879,653	$965,218	$965,218	$1,059,344	$1,162,877
General Revenue	$3,690				
Sub-total	**$1,216,413**	**$1,135,218**	**$1,135,218**	**$1,309,344**	**$1,412,877**
IT Fund (6605)					
Interest	$151,578			$100,000	$100,000
Internal Service Charges	$3,583,060	$3,800,123	$3,800,123	$4,145,536	$4,495,990
General Revenue	$83,132				
Sub-total	**$3,817,770**	**$3,800,123**	**$3,800,123**	**$4,245,536**	**$4,595,990**
Retiree Health (6901)					
Interest					
Internal Service Charges					
Reimbursement	$1,054,472	$1,234,695	$1,234,695	$1,296,430	$1,362,000
Sub-total	**$1,054,472**	**$1,234,695**	**$1,234,695**	**$1,296,430**	**$1,362,000**
Workers' Compensation (6902)					
General Revenue			$100,000	$45,000	$45,000
Sub-total	**$0**	**$0**	**$100,000**	**$45,000**	**$45,000**
Energy Improvement Lease - Bond (7102)					
Interest	$4				
Sub-total	**$4**	**$0**	**$0**	**$0**	**$0**
Grand Total (1)	**$58,632,311**	**$31,591,417**	**$45,236,736**	**$37,123,654**	**$39,115,783**
(1) Excludes Transfers In and Fiduciary Fund					

Attachment #2

Human Services Grants Program

This years grants were approved as part of a two-year grant cycle approved by the Human Services Commission on March 27, 2025 and the City Council on May 6, 2025. The City of Dublin is anticipating a reduced allocation of Community Development Block Grant (CDBG) funding for Fiscal Year 2026-27. In recent years, the City has benefited from utilizing unallocated CDBG funding by participating in the Urban County CDBG program administered by Alameda County. For Fiscal Year 2026-27, it is anticipated the City will only receive its base allocation as other participating jurisdictions in the Urban County program will begin utilizing previously unused allocations. This will result in a projected reduction of $42,000. Further discussion on funding for the FY 2026-27 Human Services Grants program, will take place on June 2, 2026, during the Budget Adoption Hearing agenda item. The final allocations will be updated based on City Council Direction.

Organization	Amount	Source
To be determine at June 2nd, 2026 - Budget Hearing		
Grand Total		

Attachment #2

Position Allocation Plan

POSITION ALLOCATION PLAN
CITY POSITIONS

Department / Classification	Actual 2024-25	Adopted 2025-26	Amended 2025-26	Proposed 2026-27	Forecast 2027-28	Amended vs Proposed
City Manager Office						
City Manager	1.00	1.00	1.00	1.00	1.00	
Assistant City Manager	1.00	1.00	1.00	1.00	1.00	
Administrative Technician	1.00	1.00	1.00	1.00	1.00	
Assistant to the City Manager	1.00	1.00	1.00	1.00	1.00	
City Clerk	1.00	1.00	1.00	1.00	1.00	
Communications Manager	1.00	1.00	1.00	1.00	1.00	
Digital Engagement Specialist		1.00	1.00	1.00	1.00	
Digital Communications Technician		1.00	1.00	1.00	1.00	
Deputy City Clerk	1.00	1.00	1.00	1.00	1.00	
Deputy City Manager	1.00	1.00	1.00	1.00	1.00	
Economic Development Manager	1.00	1.00	1.00	1.00	1.00	
Executive Aide	1.00	1.00	1.00	1.00	1.00	
Management Analyst I (Limited Term)			1.00	1.00	1.00	
Management Analyst II	2.00	1.00	1.00	1.00	1.00	
Management Fellow (Limited Term)	1.00	1.00				
Office Assistant II	2.00	2.00	1.00	1.00	1.00	
Senior Digital Engagement Specialist		1.00	1.00	1.00	1.00	
Senior Management Analyst	1.00	1.00	1.00	1.00	1.00	
Senior Office Assistant	1.00	1.00	2.00	2.00	2.00	
Total - City Manager Office	**17.00**	**19.00**	**19.00**	**19.00**	**19.00**	
Community Development						
Community Development Director	1.00	1.00	1.00	1.00	1.00	
Administrative Aide	1.00	1.00	1.00	1.00	1.00	
Assistant Director of Comm Development	1.00	1.00				
Assistant Planner	1.00	1.00	1.00	1.00	1.00	
Associate Planner			1.00	1.00	1.00	
Chief Building Official	1.00	1.00	1.00	1.00	1.00	
Code Enforcement Officer	2.00	2.00	2.00	2.00	2.00	
Office Assistant II	2.00	2.00	2.00	2.00	2.00	
Permit Technician	2.00	2.00	2.00	2.00	2.00	
Plan Check Engineer	1.00	1.00	1.00	1.00	1.00	
Planning Manager			1.00	1.00	1.00	
Plans Examiner	1.00	1.00	1.00	1.00	1.00	
Principal Planner	2.00	2.00	1.00	1.00	1.00	
Senior Code Enforcement Officer	1.00	1.00	1.00	1.00	1.00	

Senior Management Analyst	1.00	1.00	1.00	1.00	1.00	
Senior Office Assistant	2.00	2.00	2.00	2.00	2.00	
Senior Planner	1.00	1.00	1.00	1.00	1.00	
Total - Community Development	**20.00**	**20.00**	**20.00**	**20.00**	**20.00**	
Finance						
Finance Director	1.00	1.00	1.00	1.00	1.00	
Accountant	1.00	1.00	1.00	1.00	1.00	
Accounting Manager	1.00	1.00	1.00	1.00	1.00	
Financial Analyst	1.00	1.00	1.00	1.00	1.00	
Management Analyst II	1.00	1.00	1.00	1.00	1.00	
Senior Accountant	1.00	1.00	1.00	1.00	1.00	
Senior Finance Technician	1.00	1.00	1.00	1.00	1.00	
Senior Office Assistant	1.00	1.00	1.00	1.00	1.00	
Total - Finance	**8.00**	**8.00**	**8.00**	**8.00**	**8.00**	
Fire Department						
Permit Technician	1.00	1.00	1.00	1.00	1.00	
Total - Fire Department	**1.00**	**1.00**	**1.00**	**1.00**	**1.00**	
Human Resources						
Human Resources Director	1.00	1.00	1.00	1.00	1.00	
Human Resources Manager	1.00	1.00	1.00	1.00	1.00	
Administrative Technician	2.00	2.00	2.00	2.00	2.00	
Total - Human Resources	**4.00**	**4.00**	**4.00**	**4.00**	**4.00**	
Information Technology						
Chief Information Security Officer	1.00	1.00	1.00	1.00	1.00	
Audio-Visual Specialist	1.00	1.00	1.00	1.00	1.00	
Information Systems Manager	1.00	1.00	1.00	1.00	1.00	
Information Systems Specialist	1.00	1.00	1.00	1.00	1.00	
Information Systems Technician I/II	1.00	1.00	1.00	1.00	1.00	
Network Systems Coordinator	1.00	1.00	1.00	1.00	1.00	
Senior Office Assistant	1.00	1.00	1.00	1.00	1.00	
Total - Information Technology	**7.00**	**7.00**	**7.00**	**7.00**	**7.00**	
Parks & Community Services						
Parks & Community Svcs Director	1.00	1.00	1.00	1.00	1.00	
Asst. Parks & Comm Services Dir.	1.00	1.00	1.00	1.00	1.00	
Graphic Design & Comm Coordinator	1.00					
Management Analyst II	1.00	1.00	1.00	1.00	1.00	
Office Assistant II	0.50	0.50				
Parks & Community Services Manager	2.00	2.00	2.00	2.00	2.00	
Recreation Coordinator	9.00	9.00	9.00	9.00	9.00	
Recreation Supervisor	3.00	3.00	4.00	4.00	4.00	
Recreation Technician	1.00	1.00	1.00	1.00	1.00	
Senior Office Assistant	3.50	3.50	3.50	3.50	3.50	

Total - Parks & Community Services	**23.00**	**22.00**	**22.50**	**22.50**	**22.50**	
Police Department						
Administrative Aide	1.00	1.00	1.00	1.00	1.00	
Administrative Technician	1.00	1.00	1.00	1.00	1.00	
Office Assistant II	2.00	3.00	3.00	3.00	3.00	
Total - Police Department	**4.00**	**5.00**	**5.00**	**5.00**	**5.00**	
Public Works						
Public Works Director	1.00	1.00	1.00	1.00	1.00	
Administrative Aide	1.00	1.00	1.00	1.00	1.00	
Assistant Civil Engineer	2.00	2.00	2.00	2.00	2.00	
Assistant Public Works Dir/City Engineer	1.00	1.00	1.00	1.00	1.00	
Associate Civil Engineer	2.00	2.00	2.00	2.00	2.00	
Capital Improvement Program Manager	1.00	1.00	1.00	1.00	1.00	
Environmental & Sustain. Manager	1.00	1.00	1.00	1.00	1.00	
Environmental Coordinator				1.00	1.00	1.00
Environmental Technician	1.00	1.00	1.00	1.00	1.00	
GIS Coordinator	1.00	1.00	1.00	1.00	1.00	
Maintenance Coordinator	1.00	1.00	2.00	2.00	2.00	
Management Analyst II	2.00	2.00	2.00	2.00	2.00	
Office Assistant II	1.00	1.00	1.00	1.00	1.00	
Parks & Facilities Dev. Coordinator	1.00	1.00	1.00	1.00	1.00	
Permit Technician	1.00	1.00	1.00	1.00	1.00	
Principle Engineer	1.00	1.00	1.00	1.00	1.00	
Public Works Manager	1.00	1.00	1.00	1.00	1.00	
Public Works Trans/Ops Manager	1.00	1.00	1.00	1.00	1.00	
Senior Civil Engineer	1.00	1.00	1.00	1.00	1.00	
Senior Office Assistant	1.00	1.00	1.00	1.00	1.00	
Senior Public Works Inspector	2.00	2.00	2.00	2.00	2.00	
Total - Public Works	**24.00**	**24.00**	**25.00**	**26.00**	**26.00**	**1.00**
GRAND TOTAL - CITY POSITIONS	**108.00**	**110.00**	**111.50**	**112.50**	**112.50**	**1.00**

Attachment #2

Fiscal Year 2026-27 Appropriations Limit

(To be posted once approved on June 16, 2026)

Calculation of Fiscal Year 2026-27 Appropriations Limit

To be posted once approved on June 16, 2026

Attachment #2

Fund Balance and Reserve Policy

General Fund and Other Governmental Funds

(Updated June 2015)

This document shall establish the foundation for the components of fund balance and provide requirements for maintaining reasonable levels of reserves in governmental funds, with a focus on the General Fund. The presentation of fund balances is also presented in the Annual Comprehensive Financial Report (ACFR) and the official City financial records. This document is intended to comply with Governmental Accounting Standards Board (GASB) Statement No. 54. In the event of a conflict between this policy and the provisions of GASB Statement No. 54 the accounting statement shall prevail.

In accordance with the requirements of GASB, the City Council also confirms as part of this policy the order of expenditures from resources available. The City considers "Restricted" amounts to have been spent prior to "unrestricted" amounts when an expenditure is incurred for purposes for which both are available ("unrestricted" would include Committed, Assigned, and Unassigned). Similarly, when an expenditure is incurred for purposes for which amounts in any of the unrestricted classifications of fund balance could be used, the City considers "Committed" amounts to be reduced first, followed by assigned amounts and then the unassigned amounts.

A. POLICY OBJECTIVES

The City of Dublin's Fund Balance and Reserves Policy has four primary objectives:

- Determine available liquid resources;
- Classify fund balances in accordance with GASB 54;
- Define the methodology of allocating net resources; and
- Provide information needed to make informed financial decisions.

Periodically the City Manager may recommend to the City Council a review of this policy based on overall City initiatives and current balances. Any adjustments to the policy shall be adopted by the City Council.

B. CLASSIFICATION OF FUND BALANCES

In accordance with GASB Statement No. 54 and as reported in the City's financial statements, fund balances are identified by the following five fund balance classifications:

I. Non-spendable Fund Balance

Non-spendable fund balances are amounts in a form that cannot be spent because they are either (a) in a non-spendable form such as pre-paid items, inventories, or loans receivable; or (b) they have external restrictions imposed by creditors, grantors, contributors, laws, regulations, etc. However, if the use of the proceeds from the collection of those receivables or from the sale of those properties is restricted, committed, or assigned, then they should be included in the appropriate fund balance classification (restricted, committed, or assigned), rather than non-spendable fund balance.

The following are items that are expected to be recorded as "Non-spendable":

Prepaid Expenditures: The portion of fund balance that represents the asset amount of prepaid expenditures, held by a given fund.

Endowments: The portion of fund balance established as an endowment by the donor and in which the principal balance is not intended for expenditure.

Advances To Other Funds: The portion of the fund balance that represents the asset amount of cash advanced to other funds, held by a given fund.

Notes / Loans Receivable: The portion of fund balance that represents the asset amount of notes or loans receivable, held by a given fund.

II. Restricted Fund Balance

Restricted Fund Balance shall reflect that portion of fund balance that reflects constraints placed on the use of resources (other than non-spendable items) that are either: (a) externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or (b) Imposed by law through constitutional provisions or enabling legislation.

The following are items that are expected to be recorded as "Restricted":

Public Safety Special Revenue Funds: The portion of fund balances derived from funds collected to be used for Public Safety related activities.

Transportation Special Revenue Funds: The portion of fund balances derived from funds collected to be used for Transportation related activities.

Environmental Special Revenue Funds: The portion of fund balances derived from funds collected to be used for Environmental related activities.

Parks Special Revenue Funds: The portion of fund balances derived from funds collected to be used for Parks related activities.

Assessment District Special Revenue Funds: The portion of fund balances derived from funds collected to be used for Public Safety and Transportation related activities, consistent with the purpose under which the fee is collected.

Cultural & Arts Special Revenue Funds: The portion of fund balances derived from funds collected to be used for Cultural & Arts related activities.

Health & Welfare Special Revenue Funds: The portion of fund balances derived from funds collected to be used for Social Services and Housing related activities.

Impact & Mitigation Capital Project Funds: The portion of fund balances derived from funds collected to be used for parks, public facilities, fire, and transportation related activities, consistent with the purpose under which the fee is collected.

Other Restricted: The portion of fund balance in any governmental fund (except the General Fund) that is restricted under the "Restricted Fund Balance" definition as otherwise prescribed by Governmental Accounting Standards Board Statement No. 54 and not otherwise described in this category above.

III. Committed Fund Balance

Committed Fund Balance shall be composed of amounts in which the City Council has taken action to commit the funds before the end of fiscal year. The decision to modify the amount or use of funds designated as committed can only be changed by action of the City Council.

Economic Stability: The portion of General Fund Balance committed for the purpose of stabilizing the delivery of City services during periods of severe operational deficits and to mitigate the effects of uncertainties from unforeseen change in revenues and / or expenditures. City Council approval shall be required before expending any portion of this fund balance. Reserve shall be used only if: a) Sudden and unexpected decline in ongoing revenues greater than 5% of General Fund operating revenues; and/or b) Elimination or reduction of State revenue source(s) received consistently for municipal purposes, resulting in a decrease of $1,000,000 in General Fund revenues; and/or c) Reduction in projected or actual property tax or sales tax of $1

million or more; and/or d) An increase in contracted Police or Fire Services in excess of 10 percent more than the previous year.

Downtown Public Improvements Seed Funding: The portion of General Fund Balance established by the City Council for public improvements in the downtown. The use of this balance is intended to address public improvements within the Downtown Specific Plan Area. The expenditure is to be identified as a specific appropriation made by the City Council. The appropriation shall be a minimum of $50,000.

Open Space Funding: The portion of General Fund Balance established by the City Council for the acquisition and long-term protection of open space in the City. The acquisition may be in cooperation with other agencies. The expenditure is to be identified as a specific appropriation made by the City Council.

Affordable Housing Funding: The portion of General Fund Balance established by the City Council to support the construction, acquisition, or creation of affordable housing in the City. The acquisition may be in cooperation with other public and private entities. The expenditure is to be identified as a specific appropriation made by the City Council.

Emergency Communications System: The portion of General Fund Balance established by the City Council to fund the purchase of emergency radio system equipment. This includes a pro-rata share of regional radio infrastructure as well as City owned radios for Police, Fire, and Public Works. Further the reserve may be used to fund the upgrade of centralized City telephone and communication systems. The expenditure is to be identified as a specific appropriation made by the City Council.

Fire Retiree Other Post-Employment Benefits (OPEB): The portion of General Fund Balance established by the City Council for the future liability related to retiree medical benefits offered to the inactive Dougherty Regional Fire Authority Staff, as well as the City share of obligations with the OPEB benefits for Alameda County Fire Department. The expenditure is to be identified as a specific appropriation made by the City Council.

Innovations & New Opportunities: The portion of General Fund Balance established by the City Council to fund potential projects which require up-front costs but would provide longer term benefits and / or potential operating cost reductions. The expenditure is to be identified as a specific appropriation made by the City Council.

One Time Initiatives: The City Council recognizes that there may be fluctuations in revenues and expenditures over time. Periodically the Council may determine that funds are best set-aside to address certain one-time initiatives within the operating and/or capital budget. The expenditure is to be identified as a specific appropriation made by the City Council.

Joint City / School Projects This commitment shall be used to fund projects undertaken via a joint effort of the City and the Dublin Unified School District. The expenditure is to be identified as a specific appropriation made by the City Council.

Fund Balance-Committed: The portion of Fund Balance that is in any non-general fund governmental fund that is committed under the “Committed Fund Balance” definition as otherwise prescribed by Governmental Accounting Standards Board Statement No. 54 and not otherwise described in this category above. The portion of Fund Balance that was restricted but later found to be unrestricted shall be designated as a “Committed” balance.

Committed for Specific Projects: The portion of fund balance that is established annually by the City Council to fund design, improvements, and equipment required for a variety of capital improvement projects. Specific project designations will be identified with the Resolution Authorizing Special Designations of General Fund Reserves, to be considered for adoption by the City Council prior to the end of each fiscal year. This reserve category replaces all subcategories for specific projects, except for the reserves listed here separately, which are more long term in nature and/or are considered contingency reserves to be used in the case of specific fiscal necessity.

IV. Assigned Fund Balance

Assigned fund balances are amounts constrained by the City’s intent to be used for a specific purpose but are neither restricted nor committed.

The City Council has authorized the City Manager or his/her designee to make assignments in accordance with this policy and in conformance with any formal direction provided by the City Council.

Accrued Leave Subject To Year End Calculations: Certain fund balances are calculated based on the financial performance of the reporting period including accrued Leave. These amounts fluctuate each year and are reflected as part of the year-end financial statements.

Carry-Over Items (Operating Budget & Capital Improvement Projects): Fund balance may be assigned for operating expenditures (excluding personnel costs) which were not expended in the current year and the expense will occur in the following year, i.e., encumbrances. Similarly, a Capital Improvement Project may have funds allocated in a specific year and the project remains incomplete at year end. The City Manager or his/her designee may assign fund balance representing the unexpended funds. These funds are available for authorized appropriations in the subsequent year.

Non-Streets Capital Improvement Projects (CIP) Reserve: The portion of General Fund Balance intended to fund future non-streets capital projects, where total funding may not currently be known, and for which lump sum amounts will be set aside over time. These funds are available for authorized appropriations in the subsequent year.

Carry-Over Fiscally Responsible Adjustment: In any year that an appropriation was made to the contingency For Fiscally Responsible Adjustment the unused fund balance may be assigned as a carry-over for personnel costs. The City Manager or his/her designee may assign fund balance representing the unexpended funds. These funds are available for authorized appropriations in the subsequent year in conformance with personnel policies and procedures.

Catastrophic Facility / Infrastructure Loss & City Business Recovery: The City Council recognizes the importance to maintain funds to recover from a catastrophic loss which are unexpected and incur more than $500,000 in expenses to public facilities and infrastructure. This may also be used for short-term recovery and business operations following a catastrophic loss pending the reimbursement from insurance or grants to the extent that they are available. The balance is established in the General Fund and the expenditure shall be made only by City Council appropriation, which shall include a special emergency appropriation. The target established for the maximum balance in this category is an amount equal to 15% of the reported book value of the City owned Buildings and Improvements recorded as Capital assets.

Service Continuity Obligations: The City Council recognizes the importance to maintain funds for continued obligations to provide Building and Safety inspections in the event that program supporting fees are collected in one year and the expenditures occur in a subsequent year. The City Council hereby establishes as policy that the assigned funds shall not exceed 125% of the budgeted Building and Safety Division operating cost.

Pension and Other Post-Employment Benefits: The City Council recognizes that investment earnings can fluctuate from year to year, and they are an important component of the funding of retiree benefits. Investment performance impacts annual contributions and expenditures made towards retiree obligations. The intent of the City Council is to establish a fund balance that can provide supplemental financing to lessen the impacts from decreases in investment performance on retiree obligations. The City Manager or designee may allocate from what would otherwise be “Unassigned” fund balance to increase the fund balance. The use of funds from this fund balance may be used: (a) if the City Employer share of the Public Employee Retirement System (PERS) rate increases by 3 percent; and / or (b) If the City Annual Required Contribution (ARC) for retiree medical benefits increases by 3 percent or more; and / or (c) If the City Council by majority vote authorizes a lump sum use of the fund balance to reduce pension or OPEB liabilities.

Assigned for Specific Projects: The portion of fund balance that is intended to be used to fund design, improvements, and equipment required for a variety of capital improvement projects, via recommendation of either the City Council or the City Manager. Specific assigned reserves will be identified with the Resolution Authorizing Special Designations of General Fund Reserves, to be considered for adoption by the City Council prior to the end of each fiscal year. This reserve category replaces all subcategories for specific projects, except for the reserves listed here separately, which are more long term in nature and/or are considered contingency reserves to be used in the case of specific fiscal necessity.

IV. Unassigned Fund Balance (General Fund Only)

Unassigned fund balance represents amounts that have not been restricted, committed, or assigned and is available for any purpose. The City Council at its discretion may modify unassigned fund balance and designate in the future an intended "Commitment" or "Assignment."

Unrealized Gain on Investments: Used to account for that portion of fund balance that is the result of unrealized investment gains that have been recorded in accordance with Governmental Accounting Standards Board Statement No. 31.

Unassigned For Cash Flow Purposes: The City Council recognizes the importance to maintain funds for cash flow purposes to balance the fact that the receipt of major revenues and major expenditure disbursements are not evenly distributed throughout the year. The City Council establishes as policy that this fund balance shall be at a minimum equal to two months of budgeted operating expenditures with a goal to achieve a maximum of four months. As part of the annual budget appropriation the City Council may also appropriate as a source of funding "Unrestricted – Capital Contribution" from this source. This shall typically be done only for high priority one-time capital expenditures, provided the minimum fund balance would remain.

C. CHANGES IN GENERAL FUND RESOURCES

In accordance with the requirements of GASB the City Council also confirms as part of this policy how General Fund resources shall impact changes in balances.

Revenue Sources Allocated to Fire OPEB: The entire amount of the General Fund resources derived from the repayment of funds advanced to the PERS Side Fund, shall be assigned to the Fire OPEB Committed Balance, until such time that either there are no longer any repayments made, or the balance equals $8.6 million, whichever occurs first.

Revenue Sources Allocated to Service Continuity: If the "Assigned" balance is below the target maximum of 125% of Building & Safety Expenditures, the following criteria shall be used for calculating an adjustment. The Administrative Services Director shall complete an analysis of major building permits issued in the period April – June and shall assign an allocation of the portion of revenue that is expected to be related to expenditures occurring in the subsequent year. The amount derived shall be recommended to the City Manager. If annual building permit revenue is less than the annual Building and Safety expenditures, the City Manager is authorized to reduce the assigned amount by the amount necessary to balance revenues and expenditures.

Allocation of Residual Resources: When there are net resources in excess of what is classified as Non-spendable, Restricted, Committed, and/or Assigned, and after maintaining the minimum level of unassigned cash-flow funding, those resources shall be allocated as follows: a) 50% to Pension and Other Post-Employment Benefits; and b) 50% to Non-Streets CIP Reserve.

Glossary/Index

Term	Description
Amended Budget	The increase or decrease of the amount budgeted for a program or account code.
Appropriation	The amount of money that has been designated for specific purposes and approved by the City Council. A legal authorization granted by the City Council to expend monies and incur obligations for specific purposes.
Appropriations Limit	Local agencies are subject to annual spending limits. The limit applies only to tax revenues.
Annual Required Contribution (ARC)	The annual amount that is needed to pay for retiree benefits.
Assessment District	A defined area of land that will be benefitted by the acquisition, construction, or maintenance of a public improvement; it is not a separate governmental entity.
Budget	The plan of expenditures and revenues for a specific period.
Deficit	The gap between revenue and expenditures; a deficit occurs when expenditures are greater than revenues.
Capital Expenditures	Expenditures that are used to improve the infrastructure of the City.
Capital Outlay	One-time expenditures for the purchase of furniture, equipment, or vehicles.
Capital Improvement Program (CIP)	Program used for City infrastructure improvement projects. The CIP appropriations are approved by the City Council in a separate document.
Charges for Services	These are fees and charges that are imposed for services and facilities provided, such as recreational classes or plan checking. Use of the revenue is limited to paying for the service for which the fees are collected, but may include overhead, capital improvements, or debt service.
Community Development Block Grant (CDBG)	This is a grant from the Federal Department of Housing and Urban Development (HUD). The funds are used to support programs such as housing programs, and grants to nonprofit agencies providing social services.
Equipment Replacement	An internal service fund that is used to set aside funds for future equipment purchases. Charges are made to the department and the money is placed into the equipment replacement fund.
Fiduciary Fund	This is a fund where the City acts as a trustee of impact fees received from developers of properties. All the funds used in the Fiduciary Fund are set aside for specific types of projects or purposes.

Term	Description
Fiscal Year (FY)	This is the year used for accounting purposes that begins July 1 and ends June 30.
Franchise Fees	These fees are collected in lieu of rent for use of city streets from refuse collectors, cable television companies and utilities. Some franchise fees are limited by statute.
Funds	Different accounts that are used to separate expenses and revenues used for specific purposes.
Full Time Equivalent (FTE)	Some positions are part-time and are budgeted based on the hours and are then converted to a full-time equivalent of a position. One FTE is equivalent to 2080 hours of work per year.
GASB 45	Accounting guidelines issued by the Governmental Accounting Standard Board (GASB) on how and when to account for expenditures and liabilities relating to Other Post-Employment Benefits (OPEB).
GASB 54	Accounting guidelines issued by the Governmental Accounting Standard Board (GASB) on fund balance reporting and classification of Governmental Funds.
Gas Tax	This tax is an 18 cent per gallon tax on fuel used in vehicles and aircraft. The use of gasoline tax revenue is restricted to research, planning, construction, improvements, maintenance, and operation of public streets and highways, or public mass transit guide ways.
General Fund	The main governmental operating fund for the City. The General Fund is the largest of the City funds and the majority of government activities are in this fund.
General Revenue	Revenues that cannot be associated with a specific expenditure, such as property taxes, sales tax, and business license tax.
Internal Service Fund Charges	Charges that are made to departments to support internal operations, for example IT, phone service and vehicle repair.
Modified Accrual Basis	The basis for budgeting and accounting in the governmental funds where the revenues are recognized as they are measurable and available, when the invoice for payment is issued. The expenditures are recognized as they occur, and not as the check clears.
Operating Budget	This is the budget that is used to plan for City operational expenditures and revenues each fiscal year.
OPEB – Other Post-Employment Benefits	These are the costs related to benefits paid to employees who have retired from the City.

Term	Description
CalPERS – The California Public Employee Retirement System	The City is part of the State's PERS retirement system. Employees contribute to PERS for employee defined benefit pension costs. Each year, CalPERS sends the City the required contribution information, based on age and number of employees.
Projected	The projected amount of expenditures or revenues for the City, before the account books have been closed out for the fiscal year and an audit of expenses and revenues has been conducted.
Property Tax	This tax is imposed on real property and tangible personal property and is based on the value of the property. It is collected by Alameda County and allocated to cities, counties, special districts, and school districts
Proprietary Funds	These are the funds that receive the majority of revenue from user fees and not through taxes. Proprietary Funds are considered business-related because of the nature of activity that takes place within the fund such as sewer charges.
Resolution	The legal document that is approved or rejected by the City Council for a specific action regarding City government. A resolution is often prepared in conjunction with a staff report which is present to the City Council for consideration and vote.
Reserves	Money that is set aside for future expenditures and emergencies. The City Council approves a reserve policy for the General Fund.
Sales and Use Tax	Sales and use tax revenue received by cities is general purpose revenue and is deposited into a city's General Fund. A sales tax is collected by the state Board of Equalization and imposed on retailer for the privilege of selling tangible personal property in California. A use tax is imposed on purchasers for transactions in which the sales tax is not collected, such as for goods purchase out of state for use in California.
Special Revenue Funds	These are funds used to account for activities paid for by taxes or other designated revenue sources that have specific limitations on their use according to law.
Transient Occupancy Tax (TOT)	This tax may be levied by a city under the police powers granted to cities in the state Constitution. It is a tax imposed on people staying for 30 days or less in a hotel, inn, or other lodging facility.
Vehicle License Fee (VLF)	This is a tax on ownership of a registered vehicle. The tax rate is based on the value of the vehicle and paid to the Department of Motor Vehicles.

Attachment #2

Demographics

Population

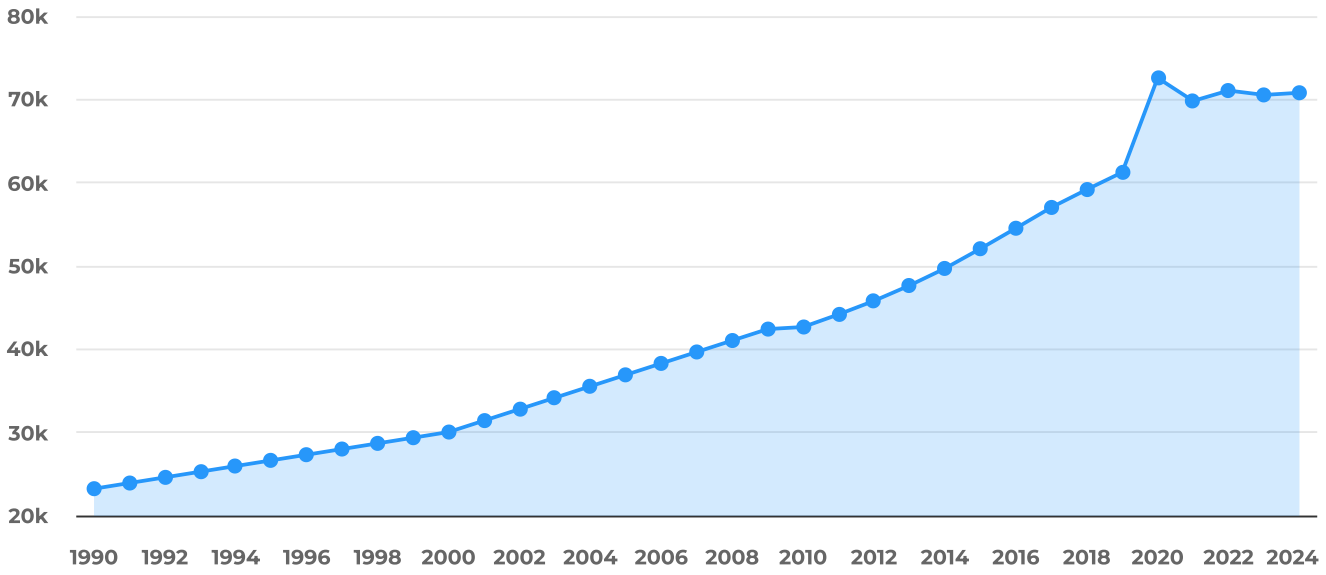
TOTAL POPULATION

70,803

0.37%
vs. 2023

GROWTH RANK

164 out of **506** Municipalities in California



** Data Source: U.S. Census Bureau American Community Survey 5-year Data and the 2020, 2010, 2000, and 1990 Decennial Censuses*

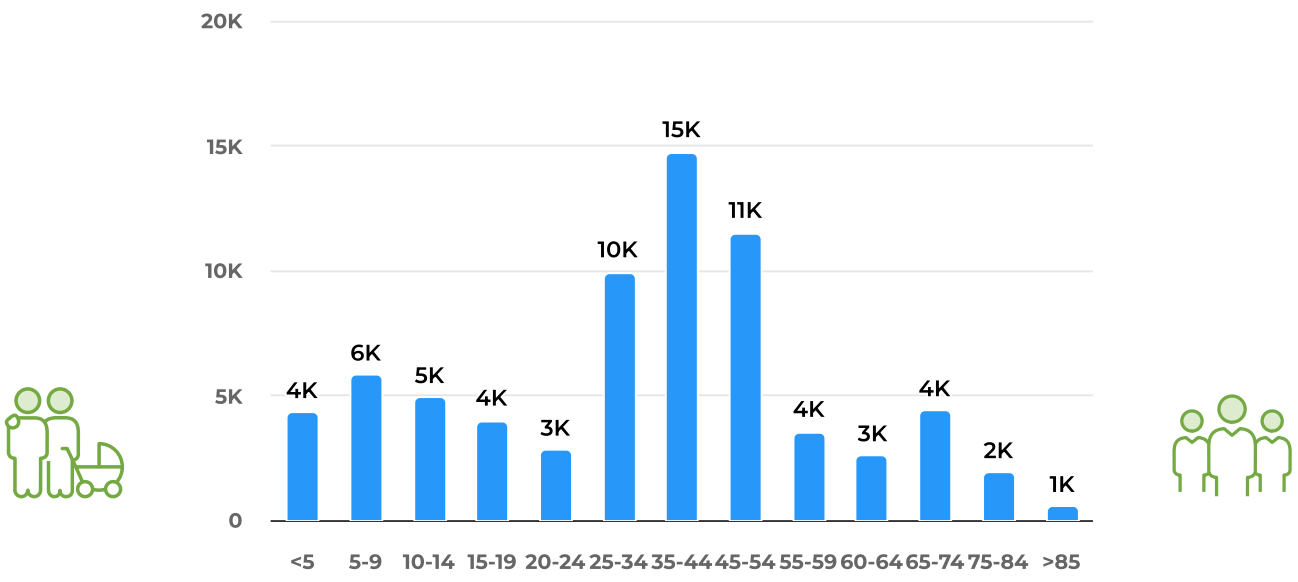
DAYTIME POPULATION

67,391

Daytime population represents the effect of persons coming into or leaving a community for work, entertainment, shopping, etc. during the typical workday. An increased daytime population puts greater demand on host community services which directly impacts operational costs.

** Data Source: American Community Survey 5-year estimates*

POPULATION BY AGE GROUP



Aging affects the needs and lifestyle choices of residents. Municipalities must adjust and plan services accordingly.

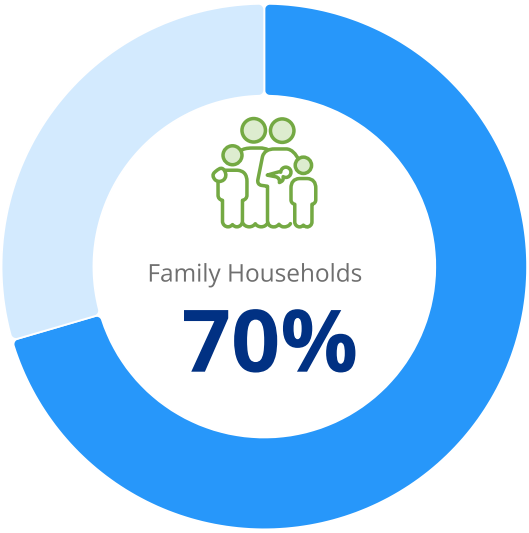
** Data Source: American Community Survey 5-year estimates*

Household

TOTAL HOUSEHOLDS

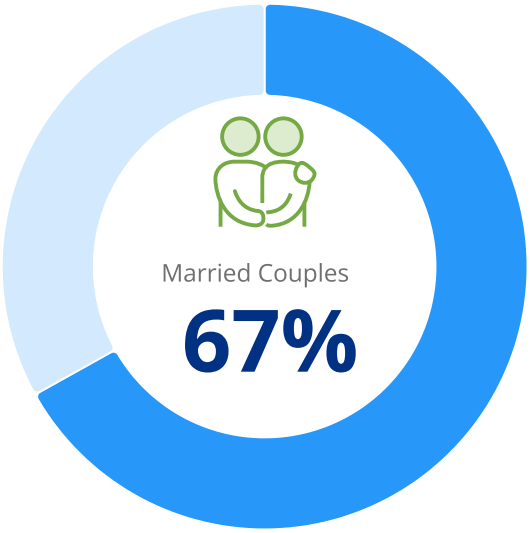
24,165

Municipalities must consider the dynamics of household types to plan for and provide services effectively. Household type also has a general correlation to income levels which affect the municipal tax base.



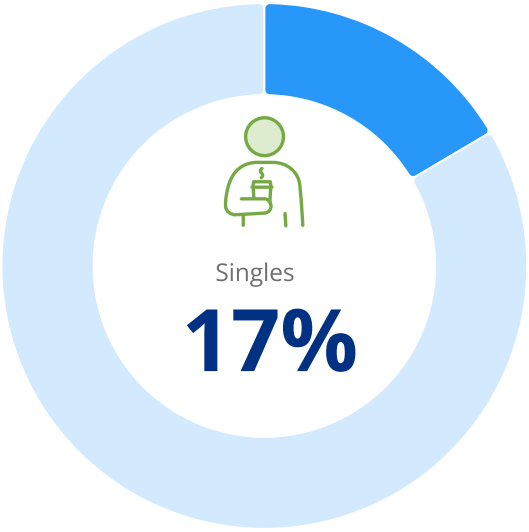
30%

higher than state average



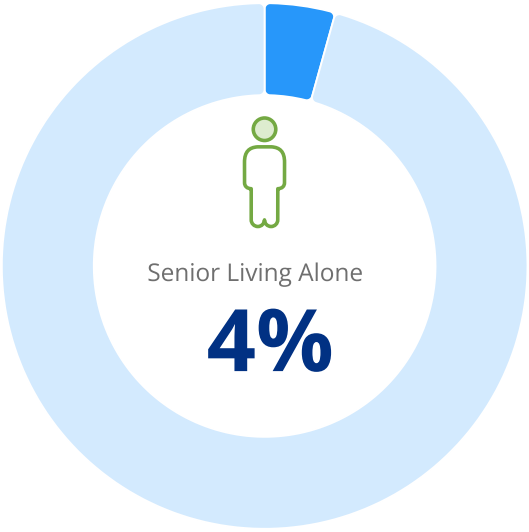
35%

higher than state average



-31%

lower than state average



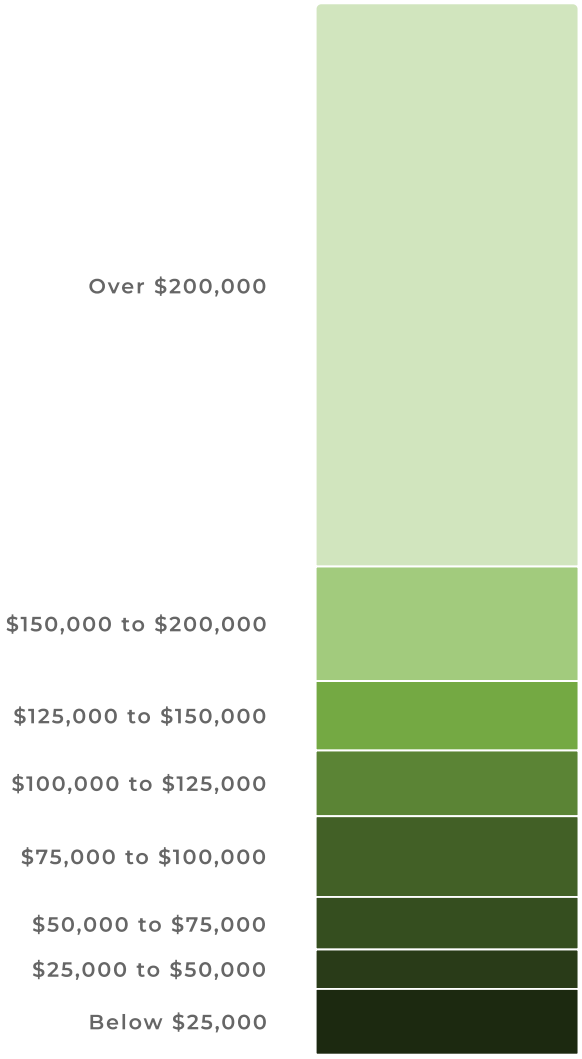
-56%

lower than state average

** Data Source: American Community Survey 5-year estimates*

Economic

Household income is a key data point in evaluating a community's wealth and spending power. Pay levels and earnings typically vary by geographic regions and should be looked at in context of the overall cost of living.



HOUSEHOLD INCOME

Above $200,000

54%

161.96%
higher than state average

Median income

$214,385

116.28%
higher than state average

Below $25,000

6%

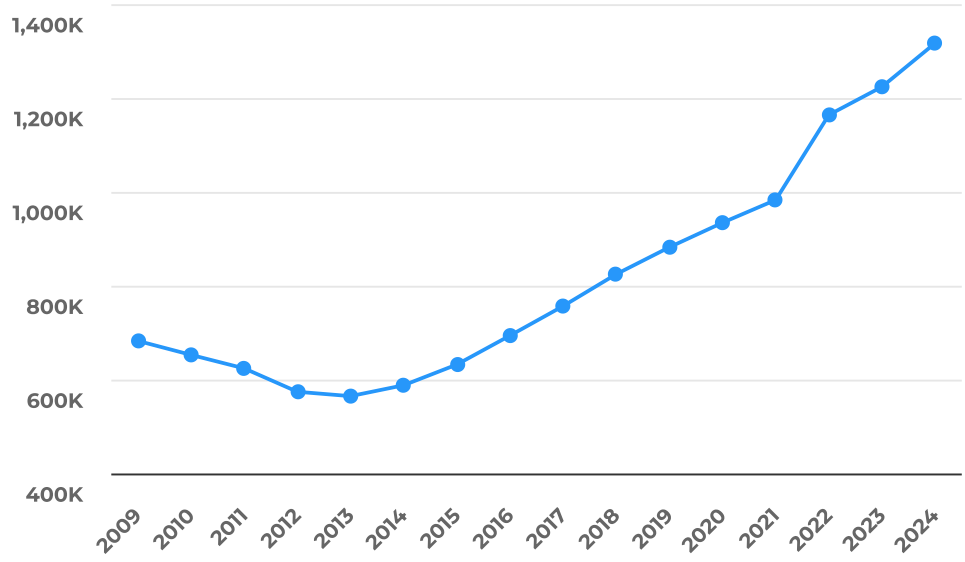
-50.91%
lower than state average

** Data Source: American Community Survey 5-year estimates*

Housing

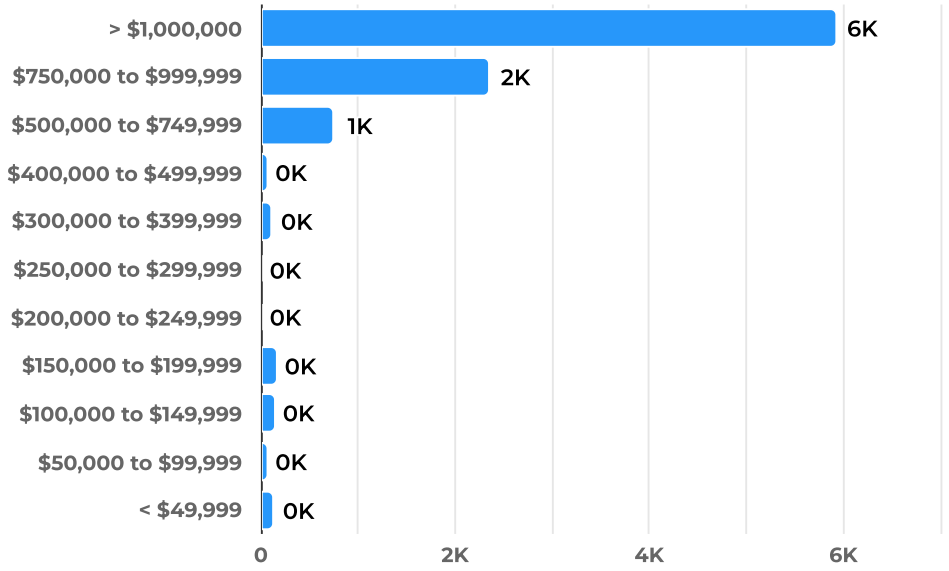
2024 MEDIAN HOME VALUE

$1,317,100



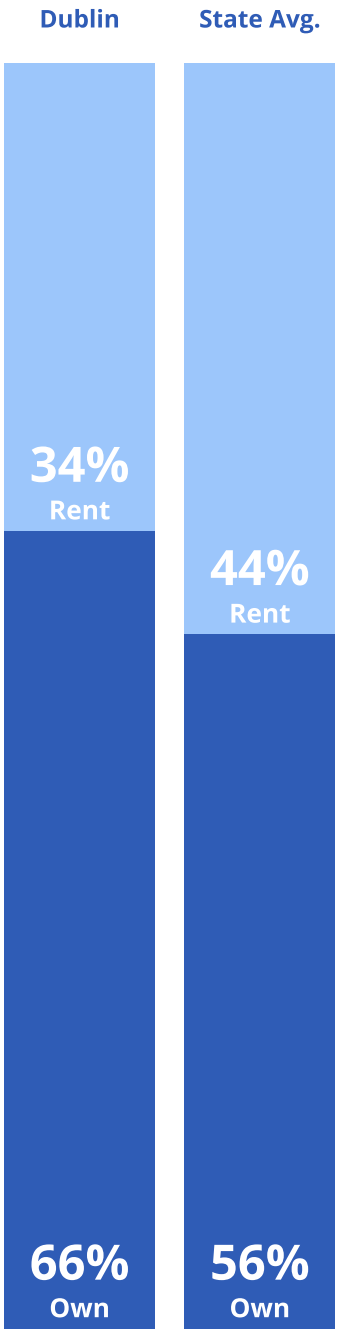
** Data Source: 2024 US Census Bureau, American Community Survey. Home value data includes all types of owner-occupied housing.*

HOME VALUE DISTRIBUTION



** Data Source: 2024 US Census Bureau, American Community Survey. Home value data includes all types of owner-occupied housing.*

HOME OWNERS VS RENTERS



** Data Source: 2024 US Census Bureau, American Community Survey. Home value data includes all types of owner-occupied housing.*

Legal Debt Limit

The following table illustrates the City's most recent debt limit over a five-year period, as presented in the Fiscal Year 2024-2025 Annual Comprehensive Financial Report. The Government Code of the State of California provides for a legal debt limit of 15% of gross assessed valuation. However, this provision was enacted when assessed valuation was based on 25% of market value. Effective with FY 1981-82, each parcel is now assessed at 100% of market value (as of the most recent change in ownership for that parcel). The computations shown below reflect a conversion of assessed valuation data for each fiscal year from the current full valuation to the 25% level that was in effect at the time that the legal debt margin for local governments was enacted by the State. Only voter approved debt is calculated towards the debt limit.

Fiscal Year	2021	2022	2023	2024	2025
Debt limit	$718,872,674	$746,468,635	$792,018,458	$837,034,080	$875,427,446
Total net debt applicable to the limit as a percentage of debt limit	$0	$0	$0	$0	$0
Legal debt margin	$718,872,674	$746,468,635	$792,018,458	$837,034,080	$875,427,446
Total debt applicable to the limit as a percentage of debt limit	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**

Debt Service Schedule

The City issued 2021 lease revenue bonds to finance energy efficiency capital improvements, the City received S&P Global 'AAA' issuer credit rating (ICR) and 'AA+' long-term rating for Dublin Financing Authority, the entity issuing the revenue bonds. Payment of debt service of the bonds is a liability of the General Fund. In addition to payment of the annual debt service, the City has created a Lease Revenue Bond Early Payoff Reserve with the anticipation of fully paying the remaining debt when the bonds become eligible to be paid off in 2029. The Reserve, as of June 30, 2026, has $10 million set aside, with the City anticipating contributing an additional $1 million per year, during the year-end reserve designation process. The prepayment of the City's debt is projected to save the City approximately $3 million.

2021 Lease Revenue Bonds Remaining Annual Payments

Period Ending	Principal	Interest	Debt Service
6/30/2026	$735,000	$596,250	$1,331,250
6/30/2027	$765,000	$566,850	$1,331,850
6/30/2028	$795,000	$536,250	$1,331,250
6/30/2029	$830,000	$504,450	$1,334,450
6/30/2030	$860,000	$471,250	$1,331,250
6/30/2031	$895,000	$436,850	$1,331,850
6/30/2032	$930,000	$401,050	$1,331,050
6/30/2033	$970,000	$363,850	$1,333,850
6/30/2034	$1,005,000	$325,050	$1,330,050
6/30/2035	$1,045,000	$284,850	$1,329,850
6/30/2036	$1,090,000	$243,050	$1,333,050
6/30/2037	$1,130,000	$199,450	$1,329,450
6/30/2038	$1,180,000	$154,250	$1,334,250
6/30/2039	$1,225,000	$107,050	$1,332,050
6/30/2040	$1,260,000	$70,300	$1,330,300
6/30/2041	$1,300,000	$32,500	$1,332,500
Remaining Debt Service	**$16,015,000**	**$5,293,300**	**$21,308,300**

Attachment #2

Budget Resolution

Resolution will be posted once approved.

RESOLUTION NO. XX – 26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING A BUDGET FOR THE CITY OF DUBLIN FOR FISCAL YEAR 2026-27

WHEREAS, the City Council of the City of Dublin desires to establish a Budget for Fiscal Year 2026-27 and a Budget Forecast for Fiscal Year 2027-28; and

WHEREAS, the City Council has reviewed and considered the Budget documents and has received input from the public; and

WHEREAS, the City Manager has prepared a balanced budget which provides for organizational adjustments and allocation of resources in a manner which aligns with available resources and the Strategic Plan elements; and

WHEREAS, the General Fund Operating Budget is balanced without the need to draw from the Reserve for Economic Stability in order to balance funding with planned expenditures; and

WHEREAS, the City Council is required to adopt a budget and financial plan before the Fiscal Year begins on July 1, 2026; and

WHEREAS, the Summary of Appropriations (Exhibit A) attached hereto and made part of this Resolution, reflects the Fiscal Year 2026-27 Budget for Governmental and Proprietary Funds for the City of Dublin; and

WHEREAS, the City Council desires to confirm adjustments made administratively to the Capital Improvement Program balances during the preparation of the Proposed Budget and accommodate the carryover of unspent Fiscal Year 2025-26 Capital Improvement Program appropriations, for those projects where work and expenditures will continue in Fiscal Year 2026-27; and

WHEREAS, the City Council desires to carry over unspent Fiscal Year 2025-26 operating expenditures, both encumbered and unencumbered, excluding personnel costs, for activities where work and expenditures will continue in Fiscal Year 2026-27; and

WHEREAS, the City Council desires to delegate the authority to appropriate Internal Service Fund balances that have been set aside for facilities, vehicle, and equipment replacement purposes to the City Manager in Fiscal Year 2026-27; and

WHEREAS, the City Council also desires to delegate the authority to appropriate Committed and Assigned fund balances that have been approved by the City Council for specific purposes to the City Manager in Fiscal Year 2026-27.

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

1. Adopt the Fiscal Year 2026-27 Budget Appropriation for the City of Dublin, as outlined in Exhibit A;

2. Authorize the City Manager to make expenditures appropriations in accordance with the Budget as adopted, with the exception of those expenditures which require prior City Council approval, in accordance with the adopted City ordinances, rules, and regulations;

3. Authorize the City Manager to transfer budgeted amounts between line items, provided that the transfer is within the same fund, regardless of the specific department activity. This includes the authority to transfer from the General Fund budgeted contingency amounts that are approved by the City Council during the budget adoption. Transfers shall continue to be documented in the financial records and conveyed to the City Council during the midyear review;

4. Authorize the City Manager to increase revenue and expenditure budget for various departmental functions, when corresponding revenues comes in over budget: this would apply to developmental activity, inspection activity, recreation program activity, and any other departmental activity which generates correlating revenues, as verified by the Finance Director. Increased appropriations shall continue to be documented in the financial records and conveyed to the City Council during the midyear review;

5. Authorize the City Manager to increase revenues and expenditures related to the award of grants, where there is no net impact to the City, as verified by the Finance Director. Increased appropriations shall continue to be documented in the financial records and conveyed to the City Council during the midyear review;

6. Authorize the City Manager to make transfers among the various funds, consistent with the "Fund Balances FY 2026-27" as presented in the Proposed Budget. Fund transfers are reported as part of the regular financial reports provided to the City Council;

7. Authorize the City Manager to increase the appropriations for Fiscal Year 2026-27 expenditures in an amount not to exceed the amount of funds encumbered or designated by the City Manager as needed for expenses that did not occur prior to the year-end, but are expected to be expended in Fiscal Year 2026-27 consistent with the original purpose. This ability to carry-over funding shall not apply to savings from personnel costs and shall only occur if the Department Activity total for non-personnel expenditures was less than the amount budgeted for the same. This must also be evaluated on a fund-by-fund basis. The actual amount of the increased appropriation shall be reported to the City Council, and the City Manager may assign the fund balance in an amount sufficient to account for the increase;

8. Authorize the City Manager to adjust the Fiscal Year 2026-27 appropriations to account for the carryover of unspent Capital Improvement Program appropriations from Fiscal Year 2025-26. All such adjustments shall be clearly recorded in the City financial records and shall only be for projects that remain incomplete as of June 30, 2026;

9. Authorize the City Manager to transfer funds between capital projects, within the same funding source. Any revisions which alter the project's budget by adding a new funding source, except new grants, are to be approved by the City Council;

10. Authorize the City Manager to appropriate funds from Committed and Assigned fund balances that have been approved by the City Council for specific purposes;

11. Authorize the City Manager to appropriate funds from Internal Service Funds that have been set aside for facilities, vehicle, and equipment replacement purposes; and

PASSED, APPROVED AND ADOPTED BY the City Council of the City of Dublin, on this 2nd day of June, 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A
FISCAL YEAR 2026-27 SUMMARY OF APPROPRIATIONS
(Governmental and Proprietary Funds)

OPERATING PROGRAMS	APPROPRIATIONS
City Attorney	$985,000
City Council	$761,010
City Manager's Office	$7,207,683
Community Development	$8,404,576
Finance	$2,521,317
Fire	$22,051,573
Human Resources	$4,674,143
Information Technology	$4,145,536
Non-Departmental	$8,095,256
Parks & Community Services	$11,354,004
Police	$33,610,199
Public Works	$44,491,573
Total Operating Programs[(1)]	**$148,301,870**

CAPITAL IMPROVEMENT PROGRAMS	
General	$500,000
Public Art	$250,000
Parks	$900,000
Streets	$9,942,000
Total Capital Improvement Programs [(1)]	**$11,592,000**

(1) Excludes Fiduciary Funds and Transfers out

(2) Excludes Other Funding and unidentified funding sources as well as developer-built project costs. Other Funding sources, such as grants, will be appropriated once funds are approved.

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: **April 21, 2026**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Preliminary Budget for Fiscal Years 2026-27 and 2027-28
Prepared by: Jay Baksa, Finance Director

EXECUTIVE SUMMARY:

The City Council will receive an overview of the preliminary two-year General Fund budget, as well as an update to the City's 10-year Financial Forecast. The 2026-2031 Capital Improvement Program is presented under a separate item.

STAFF RECOMMENDATION:

Receive the report and provide direction in preparing the final Fiscal Year 2026-27 and Fiscal Year 2027-28 Budget.

FINANCIAL IMPACT:

In Fiscal Year (FY) 2026-27, the Preliminary Budget reflects total General Fund revenues of $136,485,879 and total expenditures of $126,270,319; and in Fiscal Year 2027-28, revenues of $138,539,839 and expenditures of $132,177,145.

Transfers out to Capital Improvement Program projects and contributions to Internal Service Funds total $7,900,000 and $8,350,000 in FY 2026-27 and FY 2027-28, respectively. This will result in an increase to the General Fund of $2,454,294 in FY 2026-27 and a $1,845,796 decrease in FY 2027-28. Based on the updated 10-Year Forecast, the projected operating deficit continues to show in Fiscal Year 2030-31.

DESCRIPTION:

The City of Dublin utilizes a biennial budget process, in which a comprehensive budget document is prepared that establishes high-level priorities and specific departmental goals for a two-year period. The second year of the cycle is the "update year," in which projections are revised and changes highlighted. This year's budget cycle represents the first year of this

process.

The focus of this report will be the General Fund, as no major budgetary changes are proposed in other funds. Also included is the updated 10-Year General Fund Forecast, which provides context for the two-year budget proposals.

The Preliminary Budget is in a positive position, with General Fund operating surpluses of $10,215,559 and $6,362,694 in FY 2026-27 and FY 2027-28, respectively, before contributions to capital improvement projects and preventative maintenance. After transfers out, the result is a net increase to reserves of $2,454,294 in FY 2026-27 and a net decrease of $1,845,796 in FY 2027-28. Changes by category are explained in the section below, focusing on major categories and including the assumptions used in the 10-Year Forecast.

Revenues

Property Tax

FY 2026-27 - Increase of $1,984,525 (3.0%)
FY 2027-28 - Increase of $3,414,815 (5.0%)

Property tax revenues are based on projections from the City's tax consultant, incorporating a 2.0 percent annual Consumer Price Index (CPI) adjustment to assessed property value (the maximum permitted under Proposition 13), as well as increases in valuation from home sales and new construction.

New construction activity and home sales have slowed in recent years and are expected to continue at a modest pace in FY 2026-27, with assessed property value projected to grow by 3.3 percent. Beginning in FY 2027-28 and through Year 5 of the 10-Year Forecast, assessed valuation growth is projected at 5.0 percent annually, driven by new development, a projected increase in home sales, and new construction coming to market. This incorporates a 2.0 percent CPI adjustment and anticipated transfer of ownership activity. Growth is projected at 2.5 percent annually in Years 6 through 10. A delinquency rate of 1.0 percent annually has also been applied.

Sales Tax

FY 2026-27 - Increase of $358,636 (1.3%)
FY 2027-28 - Increase of $838,691 (3.0%)

In late March, the City received an updated sales tax forecast reflecting a slight downward revision from the prior quarter. The adjustment is based on an updated economic outlook from the City's tax consultant, incorporating local and statewide trends that indicate continued softness in consumer spending as households navigate higher prices and broader economic uncertainty, including the effects of ongoing global conflicts.

This uncertainty is expected to have its most significant impact on the auto sector. While Dublin's auto dealers have demonstrated resilience over the past year, Staff and its consultants are closely monitoring recent global developments and their projected effect on consumer spending. Specifically, energy market disruptions have contributed to higher fuel

and transportation costs, while elevated inflation and tariffs have increased the cost of goods, further straining household budgets. Together, these pressures are affecting consumer purchasing patterns, particularly for high-cost discretionary items such as automobiles, which represent nearly 40.0 percent of the City's sales tax base.

Despite this revision, sales tax revenue is still anticipated to increase in both FY 2026-27 and FY 2027-28 relative to the FY 2025-26 Amended Budget, as reflected in the table below.

Table 1: Sales Tax Projections

	FY 2025-26	FY 2026-27	FY 2027-28
Amended Budget	**$27,574,345**		
December Projection	$28,316,873	$28,665,605	$29,587,570
March Projection	$27,921,866	$27,932,981	$28,771,672

Staff will continue to monitor economic conditions and sales trends closely, particularly within the automobile sector, as these factors play a key role in shaping near-term revenue performance and long-term fiscal planning.

Looking ahead, the 10-Year Forecast assumes annual growth of 3.0 percent in Years 3 and 4, and 2.5 percent in Years 5 through 10. All revenue sharing agreements have been factored into these projections.

Development
FY 2026-27 - Increase of $223,468 (2.3%)
FY 2027-28 - Decrease of $1,454,211 (14.3%)

Development revenue includes permitting fees and payments for planning and engineering services provided by the City. Projections are based on the timing of development projects, coordinated between Staff and developers. Revenue is estimated to increase slightly in FY 2026-27 relative to the FY 2025-26 Amended Budget, before declining in FY 2027-28 as active development projects near completion.

It should be noted that revenues and their corresponding costs are not realized simultaneously. Plan check costs are typically incurred approximately 12 months after revenue is received, meaning that as development activity decreases, the associated reduction in costs will trail accordingly. In anticipation of this, the City has maintained the Service Continuity Reserve, currently at $3.2 million, to cover costs during that period.

Looking ahead, the 10-Year Forecast projects development revenue to remain flat in Years 3 and 4, followed by steady declines from Year 5 through Year 10 as the community approaches build-out.

Other Taxes
FY 2026-27 - Increase of $182,545 (2.5%)
FY 2027-28 - Increase of $185,980 (2.5%)

Other Taxes include Property Transfer Tax and various franchise fees covering electric, gas, garbage, and cable services. Revenue in both fiscal years is projected to increase primarily due to the annual garbage rate adjustment established in the franchise agreement, as well as increases in gas and electric rates.

Property Transfer Tax revenue remains closely tied to housing market conditions and has stayed near a 10-year low, reflecting subdued property sales activity. Cable franchise fee revenue has continued its gradual decline over the past decade driven by cord-cutting trends. The 10-Year Forecast projects overall annual growth of 3.0 percent, reflecting the steady rate adjustments in utility franchise fees offsetting the continued softness in transfer tax and cable revenues.

Charges for Services
FY 2026-27 - Increase of $831,994 (11.8%)
FY 2027-28 - Increase of $240,458 (3.1%)

Charges for Services revenue is derived predominately from Parks and Community Services (PCS) programs. The projected increase in FY 2026-27 reflects the following:

Increases:
- Opening of the Dublin Arts Center (partial year)
- Addition of a ninth after-school program site
- The Wave fee adjustment
- Addition of new Special Event programming, including the Night Market and Community Garage Sale

Decreases:
- Lower than projected attendance in the Jr. Warriors program
- Loss of major contract vendor (Skyhawks)
- Reduced Preschool enrollment

The modest growth projected in FY 2027-28 reflects a stabilization of PCS revenue following the FY 2026-27 expansions and includes a full year of revenue from the Dublin Arts Center.

Non-PCS revenue includes administrative fees collected from the City’s contracted garbage collector (Amador Valley Industries), projected to increase 5.0 percent consistent with the franchise agreement, and emergency response reimbursements from Alameda County for services at Santa Rita Jail, which are projected to remain flat. The 10-Year Forecast assumes 2.0 percent annual growth across all Charges for Services revenue.

Interest
FY 2026-27 - Decrease of $2,976,400 (28.1%)

FY 2027-28 - Decrease of $1,295,400 (17.0%)

Staff and the City's consultants anticipate that interest rates will decline over the next two years, though uncertainty remains regarding the timing and magnitude of potential Federal Reserve rate adjustments. Given this uncertainty, Staff has taken a conservative approach to forecasting interest revenue.

The projected decrease of $2.97 million in FY 2026-27 is driven primarily by the planned drawdown of General Fund reserves to support Capital Improvement Program (CIP) expenditures as well as anticipated rate cuts, bringing the projection in line with the FY 2025–26 Adopted Budget. A further decline of approximately $1.29 million (17.0 percent), is projected in FY 2027-28, reflecting continued CIP spending and additional anticipated rate reductions. Staff will continue to monitor Federal Reserve actions in coordination with City consultants and adjust projections as needed throughout the fiscal year. Looking ahead, the 10-Year Forecast projects interest revenue to remain flat in Years 3 and 4, followed by annual decreases thereafter as the City draws down planned General Fund Reserve spending and interest rates continue to decline.

Rentals and Leases
FY 2026-27 - Increase of $303,045 (13.9%)
FY 2027-28 - Increase of $60,500 (2.4%)

The FY 2026-27 increase is primarily driven by strong demand for field and court rentals and Shannon Community Center rentals, as well as revenue associated with the opening of the Dublin Arts Center. It should be noted that these projections do not reflect the proposed field rental fee adjustments approved in the Master Fee Schedule update, that will become effective January 1, 2027. Staff will monitor the impact of the increased fee on field usage and adjust future revenue projections accordingly.

Revenue projections for FY 2027-28 include a 5.7 percent increase in field and court rental revenue, with all other rental categories remaining flat. The 10-Year Forecast assumes 3.0 percent annual growth, with revenue projections to be reevaluated as the effect of any fee adjustments on utilization becomes clearer.

Other Revenue
FY 2026-27 - Decrease of $613,428 (18.0%)
FY 2027-28 - Increase of $63,128 (2.3%)

Other Revenue encompasses a wide range of sources, including property sales, sponsorships, donations, and reimbursements. Due to the variable nature of these revenues, Staff budgets only known payments and recurring items, incorporating adjustments as additional revenues are received.

Both fiscal years include reimbursements for work performed at Camp Parks through the Intergovernmental Support Agreement, reimbursable work for Dublin San Ramon Services District, and PCS sponsorships and contributions. The FY 2026–27 projection is in line with the

FY 2025-26 Adopted Budget, reflecting a year-over-year increase of $150,000. The decrease relative to the FY 2025-26 Amended Budget is attributable to a mid-year budget adjustment that included $749,000 in one-time tax credit revenue. The 10-Year Forecast assumes 3.0 percent annual growth, consistent with the recurring and stable nature of the revenue sources budgeted in this category.

Expenditures

Personnel Costs

FY 2026-27 - Increase of $705,721 (4.2%)
FY 2027-28 - Increase of $959,015 (5.5%)

The projected increases reflect the net impact of the following:

- Addition of an Environmental Coordinator in Public Works to support long-term sustainability goals and ensure compliance with local and State mandates
- Addition of a Maintenance Coordinator in Public Works to develop and implement an asset management plan and provide contractor oversight
- Addition of a Recreation Supervisor in PCS, replacing a part-time Office Assistant II, to oversee day-to-day operations of the Dublin Arts Center in advance of its opening
- Flat seasonal staffing costs in FY 2026-27, with a slight increase projected in FY 2027-28
- Cost-of-living adjustment of 1.7 percent and merit pay of 3.0 percent for full-time personnel in FY 2026-27
- Cost-of-living adjustment of 3.5 percent and merit pay of 3.0 percent for full-time personnel in FY 2027-28

Looking ahead, the 10-Year Forecast assumes 6.5 percent annual growth, based on the maximum increases outlined in the employment agreement between the City and Staff. This includes a cost-of-living adjustment of up to 3.5 percent and merit pay of up to 3.0 percent annually. The forecast does not assume the addition of new positions.

Benefits

FY 2026-27 - Increase of $647,566 (9.7%)
FY 2027-28 - Increase of $423,489 (5.8%)

The projected increases in benefit costs are driven by higher CalPERS retirement contributions and health insurance premiums. The 10-Year Forecast assumes a 5.0 percent annual growth for both retirement and health care costs.

Services and Supplies
FY 2026-27 - Decrease of $951,144 (11.4%)
FY 2027-28 - Increase of $197,694 (2.7%)

The projected increases in Services and Supplies are primarily driven by higher insurance premiums through PLAN Joint Powers Authority (PLAN JPA), the City's insurance pool, and the addition of the City's self-funded workers' compensation program. Rising insurance costs have been a recurring trend statewide, and Dublin's experience is consistent with that of other California municipalities. Liability insurance through PLAN JPA is projected to increase approximately $400,000 (15.0 percent) in FY 2026-27 and $360,000 (11.0 percent) in FY 2027-28. The FY 2026-27 rates remain preliminary but are not expected to shift significantly, while the FY 2027-28 figures are based on PLAN JPA estimates and should be considered a placeholder pending more current information.

FY 2026-27 will mark the first year the new workers' compensation program is reflected in the budget. As the program launched January 1, 2026, the FY 2026-27 budget includes only six months of excess insurance costs to align the program with the fiscal year. The full cost beginning in FY 2027-28 is projected at approximately $140,000 annually.

Additionally, in FY 2026–27, the City will implement a budget realignment for liability insurance costs associated with contracted Police and Fire services. These costs will be moved from Services and Supplies to Contracted Services to more accurately reflect the nature of the expenditures and ensure consistent treatment of all third-party liability costs, resulting in a reallocation of approximately $1,750,000 in FY 2026-27 and $2,000,000 in FY 2027-28.

Excluding insurance, Services and Supplies costs are flat in FY 2026-27, with FY 2027-28 reflecting a decrease attributable to one-time costs associated with the opening of the Dublin Arts Center. The 10-Year Forecast assumes 2.0 percent annual growth overall, reflecting insurance premiums growing at 6.0 to 8.0 percent annually, offset by non-insurance costs remaining relatively flat.

Contract Services
FY 2026-27 - Increase of $7,709,519 (10.4%)
FY 2027-28 - Increase of $3,450,159 (4.2%)

Contract Services represents the City's largest expenditure category, with projected increases of 10.4 percent ($7,709,519) in FY 2026-27 and 4.2 percent ($3,450,159) in FY 2027-28. These increases are primarily attributable to the revised maintenance agreement with MCE Corporation, an 8.2 percent increase in the Fire Services agreement, and a projected 6.1 percent increase in the Police Services agreement. It should be noted that the final proposal from the Alameda County Sheriff's Office for Police Services has not yet been received. Staff anticipates the final proposal will be submitted in early May.

Police services contract. The FY 2026-27 and 2027-28 budget amounts are preliminary and reflect an assumed annual increase of 6.1 percent, based on the following factors:

- A 4.0 percent pay rate increase scheduled in October 2026 and October 2027, as outlined in the Alameda County Sheriff's Office labor Memorandum of Understanding
- Addition of one Lieutenant position in FY 2026-27
- Continued utilization of two retired annuitants to support the DARE program, fully funded through opioid settlement funds
- Continued staffing of the Behavioral Health Unit (three positions), funded as follows:
    - FY 2026-27 - 50.0 percent American Rescue Plan Act (ARPA) Fund and 50.0 percent General Fund
    - FY 2027-28 - Fully funded by the General Fund

Table 2. Police Services Contract Costs

FY	Total Contract $	Increase $	Increase %	General Fund Share	ARPA Fund Share*	Opioid Fund Share**
25-26	$29,040,073			$27,894,024	$990,831	$155,218
26-27	$30,827,665	$1,787,592	6.16%	$30,317,665	$350,000	$160,000
27-28	$32,675,725	$1,848,060	5.99%	$32,505,725		$170,000

* The American Rescue Plan Act (ARPA) Fund accounts for federal stimulus funds received by local governments to aid COVID-19 recovery. This funding source is expected to be depleted by FY 2027-28.
** The Opioid Fund accounts for funds received by Dublin for participating in state settlements with opioid manufacturers.

Fire services contract. The FY 2026-27 Fire Services budget increase is driven primarily by a 9.4 percent increase in salary and benefit costs, comprising the following:

- An 11.0 percent increase for unrepresented employees, resulting from a comprehensive classification and compensation study conducted by Alameda County Fire
- A 3.4 percent pay rate increase for Safety members in January 2026
- A 4.0 percent pay rate increase for Safety members in January 2027
- An 11.2 percent increase in CalPERS retirement costs, reflecting higher wages and an increased CalPERS retirement rate
- A 5.6 percent increase in projected health care premium costs
- No additional staffing in either fiscal year

Additional cost increases reflect a 6.6 percent increase in Services and Supplies, attributable to higher dispatch costs and uniform and personal protective equipment costs as required by Occupational Safety and Health Administration.

The FY 2027-28 budget, as provided by Alameda County Fire, reflects a projected increase of 4.7 percent, driven primarily by staffing and estimated benefit cost increases.

The City's Other Post-Employment Benefits (OPEB) trust for Fire retiree health benefits remains super funded due to prior-year contributions. As a result, OPEB costs will be paid from the trust, generating General Fund savings of approximately $691,000 in FY 2026-27 and

$732,000 in FY 2027-28.

Table 3. Fire Services Contract Costs

FY	Total Contract $	Increase $	Increase %	General Fund Share	EMS Fund Share*	ISF Share**
25-26	$19,643,710			$19,167,393	$277,600	$198,717
26-27	$21,260,617	$1,616,907	8.23%	$20,948,806	$286,320	$25,491
27-28	$22,266,514	$1,005,897	4.73%	$21,975,878	$290,636	$0

* The Emergency Medical Services (EMS) Fund accounts for excise taxes that fund the cost of providing emergency medical services (e.g., paramedic services).
** The Internal Service Fund (ISF) accounts for the purchase of replacement vehicles and equipment.

MCE maintenance contract. The FY 2026-27 maintenance services budget increase is attributable to the following primary factors:

- Addition of eight City assets requiring maintenance, including the Dublin Arts Center, Wallis Ranch Park, Iron Horse Nature Park and Open Space, four new medians (two each on Fallon Road and Central Parkway), and Forest Park
- Increased maintenance requirements associated with new Municipal Regional Stormwater Permit obligations across more than 30 Green Stormwater Infrastructure (GSI) facilities, including basins and bioretention areas
- Expansion of preventative maintenance efforts across City facilities and infrastructure, consistent with the City's Strategic Plan emphasis on proactive asset management and long-term infrastructure reliability
- Addition of a new MCE Management Analyst position to support the operational side of maintenance services, including the development and implementation of a comprehensive asset management program
- A CPI adjustment of 3.0 percent

The proposed FY 2027-28 budget increase is primarily driven by CPI adjustments and the addition of full-year maintenance funding for three parks and one GSI facility anticipated to open late in FY 2026-27. These include Francis Ranch north (Poppy Meadow) and south (Wild Wind) parks, Dublin Centre Park, and the GSI facility at the Iron Horse Trail south of Amador Valley Boulevard.

Table 4. MCE Maintenance Services Contract Costs

FY	Total Contract $	Increase $	Increase %	General Fund Share	Assessment District Funds Share	Special Revenue Funds / Other Share
25-26	$11,915,407			$9,891,345	$746,240	$1,277,822
26-27	$13,302,388	$1,386,981	11.64%	$11,874,760	$451,218	$976,409
27-28	$13,840,193	$537,805	4.04%	$12,372,730	$464,751	$1,002,712

Other contract services include Library Services, Crossing Guards, City Attorney, and Animal Services, as well as operating contracts for PCS instructors and programs, non-MCE street

maintenance, and finance and administration consulting.

- The City was recently notified that the City of Livermore will no longer utilize Alameda County for Animal Control and Shelter services. As the cost of these services is shared among participating agencies, the City's costs are expected to increase, though the amount is not yet known. Staff will continue to work with the County and will bring forward any recommended budget adjustments during the budget adoption in June.

The 10-Year Forecast assumes 6.0 percent annual growth for non-development-related contracts, consistent with historical contract cost averages over the past decade. Development-related contracts are projected to remain flat in Years 3 and 4, followed by a steady decline in Years 5 through 10, based on current development project projections and consistent with projected Development revenue.

Internal Services Fund Charges
FY 2026-27 - Increase of $581,790 (9.9%)
FY 2027-28 - Increase of $646,764 (10.0%)

Internal Services Fund (ISF) Charges represent costs allocated to City departments for Information Technology (IT) operations and the replacement of City facilities, vehicles, and equipment. The projected increases in both fiscal years are primarily driven by higher IT operating costs and increased contributions to the City's replacement funds.

Technology-related costs are funded through the IT Fund and allocated to departments based on service usage and equipment assignments. These costs have risen steadily over the past five years as the City continues to expand its technological capabilities. Contributions to replacement funds have similarly increased to ensure adequate resources are set aside for future capital needs as the City's infrastructure continues to age.

Looking ahead, the 10-Year Forecast assumes 10.0 percent annual growth. However, this assumption may be revisited as Staff completes a comprehensive asset inventory currently underway. Once finalized, any identified funding deficiencies may necessitate adjustments to annual ISF contributions to ensure sufficient resources are available for future replacements.

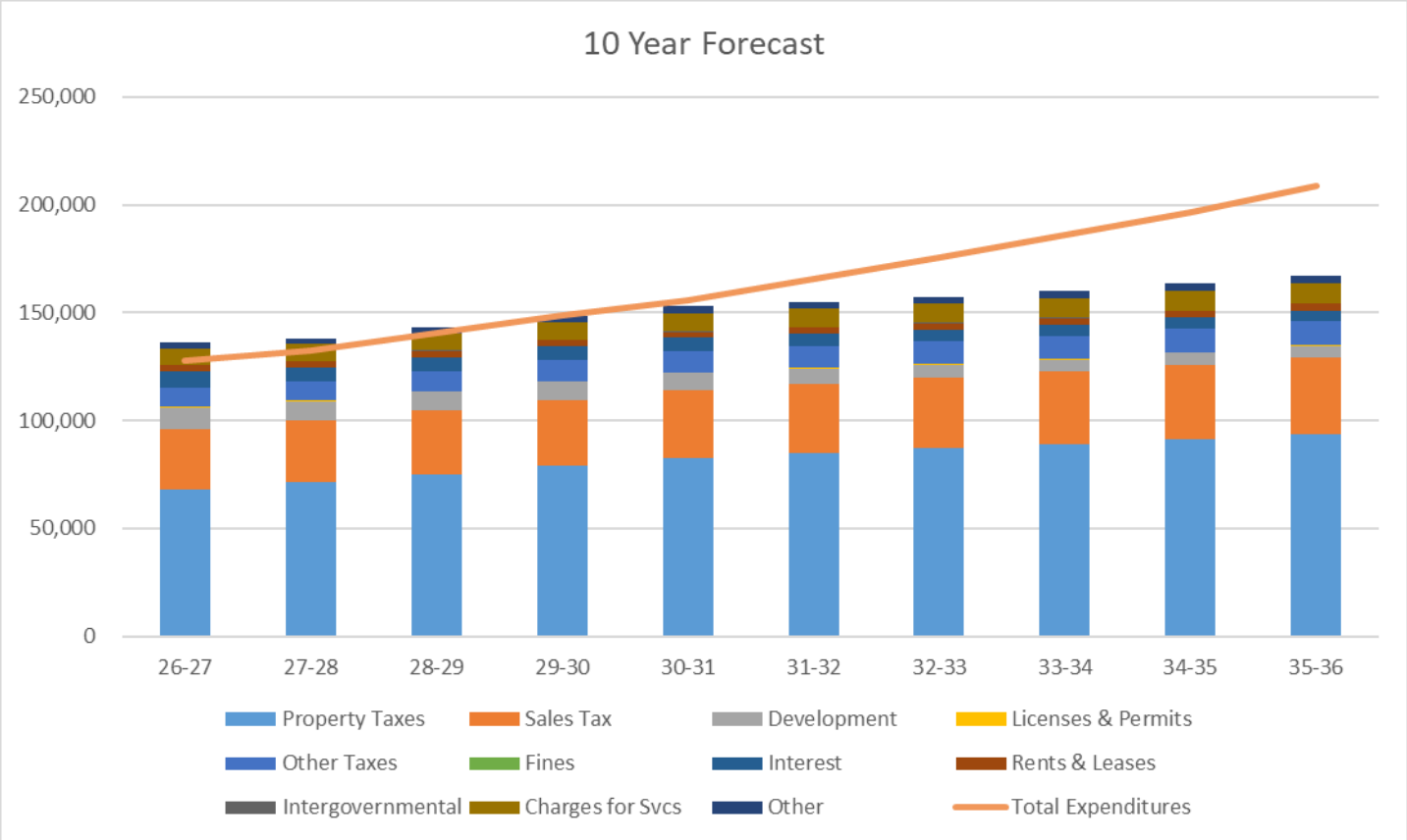
Transfers Out
The FY 2026-27 Budget includes transfers out of $2,000,000 to the ISF - Facilities for preventive maintenance and $5,900,000 to capital improvement projects. Of the amount for capital projects, $2,800,000 comes from Committed/Assigned Reserves and $3,100,000 from Unassigned Reserves. The FY 2027-28 Budget includes another $2,000,000 to the ISF - Facilities for preventive maintenance, as well as $6,350,000 to CIP projects. Of the amount for capital projects, $4,500,000 comes from Committed / Assigned reserves and $1,850,000 from Unassigned Reserves. Capital projects funded by the General Fund are shown in Attachment 3.

10-Year Forecast
The 10-Year General Fund Forecast serves as the foundation of the annual budget process in

terms of guiding the City's use of resources now to prepare for the future. Staff continues to monitor ongoing revenue sources that fund ongoing costs and how those impact the General Fund over time.

While the General Fund operating budget is in appositive position in the two-year budget period, incorporating the information from this budget cycle into the 10-Year Forecast shows a projected
operating deficit starting in FY 2030-31, as illustrated in Table 5. This is one year earlier than was discussed during last year's budget presentation. It should be noted that Staff uses conservative assumptions when projecting the City's future revenue and expenditures, and that a full recession scenario is not included in the 10-year period.

Table 5. 10-Year Forecast



STRATEGIC PLAN INITIATIVE:

The Preliminary General Fund budget reflects funding of the priorities established in the City's Two-Year Strategic Plan.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) General Fund Summary
2) General Fund Reserves Summary
3) General Fund Transfers Out Summary

Proposed Budget for Fiscal Years 2026-27 and 2027-28

June 2, 2026



DUBLIN
CALIFORNIA

Overview

- Background
- Citywide Summary
- General Fund Overview
- Additional Requests
- 10-Year Forecast
- Recommendations

Background

- Biennial Budget Process
  - FY 2026-27 – Year 1
  - FY 2027-28 – Update Year
- ClearGov Digital Budget Book
  - Operating Budget
  - Capital Improvement Program Projects
- Changes Since the Preliminary Budget Presentation

Citywide Operating Budget

	FY 26-27	FY 27-28
Revenues		
Governmental Funds	**$164,414,968**	**$167,905,968**
General Fund	$135,956,679	$138,112,015
Other Funds	$28,458,289	$29,793,953
Internal Service Funds	**$8,665,362**	**$9,321,830**
Total	**$173,080,330**	**$177,227,798**
Expenditures		
Governmental Funds	**$140,675,912**	**$144,040,735**
General Fund	$124,826,213	$128,802,937
Other Funds	$15,849,699	$15,237,798
CIP	**$11,592,000**	**$12,292,000**
Internal Service Funds	**$7,625,957**	**$7,453,690**
Total	**$159,893,869**	**$163,786,425**

Citywide Fund Balance

	Governmental	Properietary
FY 2025-26		
Beginning Balance	$440,617,971	$70,849,372
Revenues/Transfers In	$325,053,570	$9,784,631
Expenditures/Transfers Out	$430,207,943	$25,688,083
Ending Balance	**$335,463,598**	**$54,945,920**
FY 2026-27		
Beginning Balance	$335,463,598	$54,945,920
Revenues/Transfers In	$176,145,703	$10,665,362
Expenditures/Transfers Out	$165,409,912	$8,125,957
Ending Balance	**$346,199,388**	**$57,485,325**
FY 2027-28		
Beginning Balance	$346,199,388	$57,485,325
Revenues/Transfers In	$180,339,478	$11,321,830
Expenditures/Transfers Out	$170,174,735	$7,953,690
Ending Balance	**$356,364,131**	**$60,853,466**

General Fund Update

	Proposed FY 2026-27	Forecast FY 2027-28
Revenue	$135,956,679	$138,112,015
Expenditures	($124,826,213)	($128,802,937)
Operating Surplus	**$11,130,466**	**$9,309,078**
Transfers In	$138,735	$141,510
Contributions to ISF	($2,000,000)	($2,000,000)
Transfers Out -CIP	($4,500,000)	($6,350,000)
General Fund Impact	**$4,769,201**	**$1,100,588**

General Fund Update, 2

FY 2026-27 – Preliminary vs. Update

	Preliminary FY 2026-27	Updated FY 2026-27	Difference
Revenue	$136,485,879	$135,956,679	$529,200
Expenditures	($126,270,319)	($124,826,213)	$1,444,106
Operating Surplus	$10,215,559	$11,130,466	$914,906
Transfers In	$138,735	$138,735	$0
Transfers Out	$6,500,000	$6,500,000	$0
General Fund Impact	$3,854,294	$4,769,201	$914,906

General Fund Update, 3

FY 2027-28 Preliminary vs. Update

	Preliminary FY 2027-28	Updated FY 2027-28	Difference
Revenue	$138,539,839	$138,112,015	($427,824)
Expenditures	($132,177,145)	($128,802,937)	$3,374,208
Operating Surplus	$6,362,694	$9,309,078	$2,946,384
Transfers In	$141,510	$141,510	$0
Transfers Out	$8,350,000	$8,350,000	$0
General Fund Impact	($1,845,796)	$1,100,588	$2,946,384

General Fund Update, 4

- Property Tax: -$529,200 / -$427,824

Table 1. Property Tax Revenue Comparison (Preliminary Budget vs. Proposed Budget)

	Amended Budget FY 2025-26	Proposed Budget FY 2026-27	Forecast Budget FY 2027-28
Preliminary Budget (April)		$68,090,179	$71,504,994
Proposed Budget (June)	$66,105,654	$67,560,979	$71,077,170
Difference	-	**($529,200)**	**($427,824)**
Change from Prior Year	-	$1,455,325	$3,516,191

  - Prop 8 reductions
    - Reviewed annually

General Fund Update, 5

- Property Tax (continued)
  - 2.0% CPI adjustment
  - Tax roll not final. Additional adjustments may occur. Staff will continue to monitor.
  - 1% delinquency rate

- ACFD Fire Contract: +$49,820 / +52,311
  - County internal service rate increase
  - Updated during County budget process

General Fund Update, 6

- ACSO Contract (Dublin Police Services): -$1,493,926/-$3,363,776
  - Preliminary Budget projected increase of $1.79M and $1.85M
  - Significantly less – ACSO payoff of pension obligation bonds
  - FY 2026-27 – has extra pay period – (27 pay-periods)

Table 2. Dublin Police Services Contract Costs Comparison (Preliminary Budget vs. Proposed Budget)

	Amended Budget FY 2025-26	Proposed Budget FY 2026-27	Forecast Budget FY 2027-28
Preliminary Budget (April)		$30,827,665	$32,675,725
Proposed Budget (June)	$29,040,073	$29,333,739	$29,311,949
Difference	-	**($1,493,926)**	**($3,363,776)**
Change from Prior Year	-	$293,666	($21,790)

General Fund Update, 7

- Internal Service Fund Charges: $0 / -$62,743
  - Prepayment of certain software

- Animal Shelter
  - Livermore has withdrawn
    - Projected increase in Dublin's costs
    - Cost proposals did not include increases
  - Alameda County preparing proposal

Additional Requests

- Crossing Guard: +$23,100 / +$24,055 (Per Crossing Guard)
  - Dublin Unified School District (DUSD) requested two city funded positions.
  - New Shamrock Hills TK-8 in Boulevard community
  - Current = 14 City funded & 4 DUSD funded
  - Staff Recommendation = City fund one new guard & DUSD fund second/equivalent
  - City agreed to fund 3 additional guards in 2025.
- Community Development Block Grant (CDBG): +$42,000 / $0
  - City has successfully requested supplemental CDBG funding past several years.

Additional Requests, 2

- CDBG (continued)
  - FY 2026-27, the City's request was denied.
    - Participating jurisdictions beginning to draw down their own allocations
  - Results in $42,000 shortfall in Human Services Grant Program
  - (Reminder) – Two-year grant cycle was approved by Human Services Commission and City Council in 2025.
    - On assumption CDBG funding level would continue at current level
  - To preserve funding level previously approved, Staff recommends one-time General Fund contribution of $42,000 to offset the FY 2026-27 gap.
  - Staff will return in Summer 2026 to discuss long-term funding strategies.

Transfers Out

- Preventive Maintenance
  - FY 2026-27 & 2027-28 = $2.00M
- CIP General Fund Reserves
  - FY 2026-27 $2.80M
  - FY 2027-28 $4.50M
- CIP General Fund Unassigned
  - FY 2026-27 $1.70M
    - Pavement = $350K –Moved $1.4M of funding into FY 2025-26
  - FY 2027-28 $1.85M
    - Pavement = $1.85M

Transfers Out, 2

Reserves / Projects	FY 2026-27 $ Amount	FY 2027-28 $ Amount
Committed/Assigned	**$2,800,000**	**$4,500,000**
Village Parkway Reconstruction	2,800,000	4,500,000
Unassigned	**$1,700,000**	**$1,850,000**
Annual Street Resurfacing*	350,000	1,850,000
Emerald Glen Ball Field Renovation (New)	400,000	
Gleason Drive Bridge Repair (New)	250,000	
Restrooms Replacement	500,000	
Village Parkway Reconstruction	200,000	
Subtotal Transfers Out CIP	**$4,500,000**	**$6,350,000**
Transfer Out to ISF	2,000,000	2,000,000
Subtotal Transfers Out ISF	**$2,000,000**	**$2,000,000**
Total	**$6,500,000**	**$8,350,000**

General Fund Reserves

- Operating Surplus
  - FY 2026-27 = $11,130,465
  - FY 2027-28 = $9,309,078

- Net Impact on Reserves
  - FY 2026-27 = $4,769,200
  - FY 2027-28 = $1,100,588

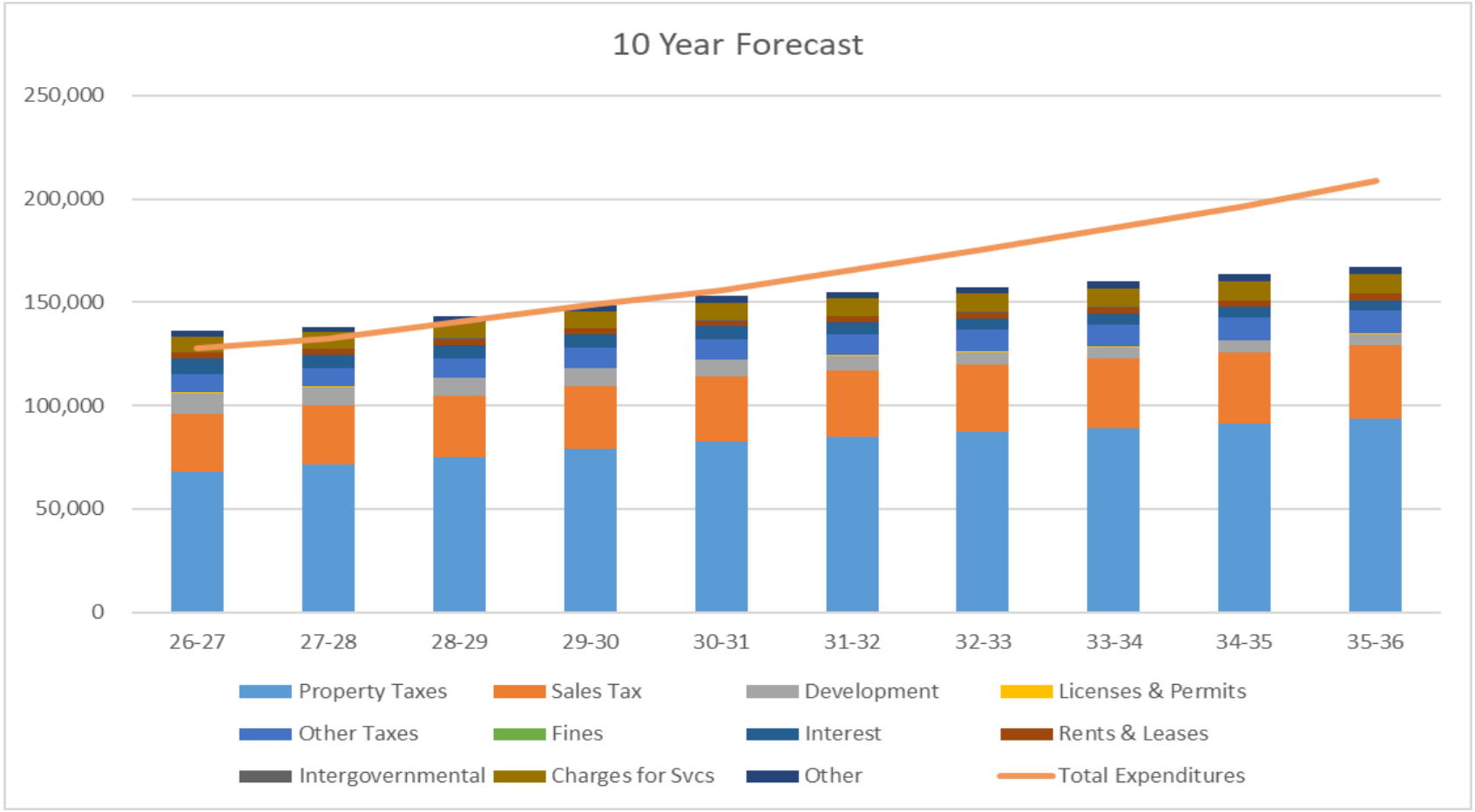
General Fund Reserves, 2

Reserve Category	FY 2025-26	FY 2026-27	FY 2027-28
Non-Spendable/ Restricted	$16.3	$16.3	$16.3
Committed	$190.0	$163.2	$155.2
Assigned	$59.7	$47.0	$45.0
Unassigned (Cashflow)	$55.3	$62.1	$66.9
Unrealized Gains/(Losses)	$2.1	$2.1	$2.1
Total	**$323.4M**	**$290.7M**	**$285.5M**

10-Year Forecast

- Projected Operating Deficit beginning in FY 2030-31
  - As discussed during preliminary budget
  - Does not include additional revenue from the Transient Occupancy Tax (TOT) measure
- Staff uses conservative assumptions
  - 10-year period does not include a full recession

10-Year Forecast, 2



Recommendations

- Provide direction on additional budget requests that have been made since the Preliminary Budget Presentation
- Conduct the Public Hearing, deliberate and adopt the following:
  - **Resolution** Approving a Budget for the City of Dublin for Fiscal Year 2026-27

- Questions?

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: **June 2, 2026**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Proposed Five-Year Capital Improvement Program 2026-2031
Prepared by: Michael Boitnott, Capital Improvement Program Manager

EXECUTIVE SUMMARY:

The City Council will consider adopting the Five-Year Capital Improvement Program (CIP) 2026-2031 which contains public capital projects proposed for Fiscal Year 2026-27 through Fiscal Year 2030-31. The City Council will also consider authorizing the City Manager to enter into a reimbursement agreement with Dublin Unified School District for the Emerald Glen Park Ball Field Renovation Project, CIP No. PKNEW01.

STAFF RECOMMENDATION:

Conduct the public hearing, deliberate, and adopt the **Resolution** Approving the Five-Year Capital Improvement Program 2026-2031 and Authorizing the City Manager to Execute a Reimbursement Agreement with Dublin Unified School District for the Emerald Glen Park Ball Field Renovation Project, CIP No. PKNEW01.

FINANCIAL IMPACT:

The budget for the proposed Five-Year Capital Improvement Program (CIP) 2026-2031 totals $78,154,654 and includes new funding for 18 projects. Fiscal Years 2026-27 and 2027-28 funding totals $11,592,000 and $38,020,654, respectively. Funding appropriations are included in the CIP section of the proposed City operating budget document for Fiscal Years 2026-27 and 2027-28.

Should the Five-Year Capital Improvement Program 2026-2031 be approved, there will be sufficient funds in the Emerald Glen Park Ball Field Renovation Project budget to enter into a reimbursement agreement.

DESCRIPTION:

Every two years the City Council adopts a Five-Year Capital Improvement Program (CIP) that addresses the City's public infrastructure needs in the following major categories: General Improvements, Public Art, Parks, Streets, and Future Projects. The Future Projects category identifies projects outside the current CIP timeframe for which a funding source may or may not be identified.

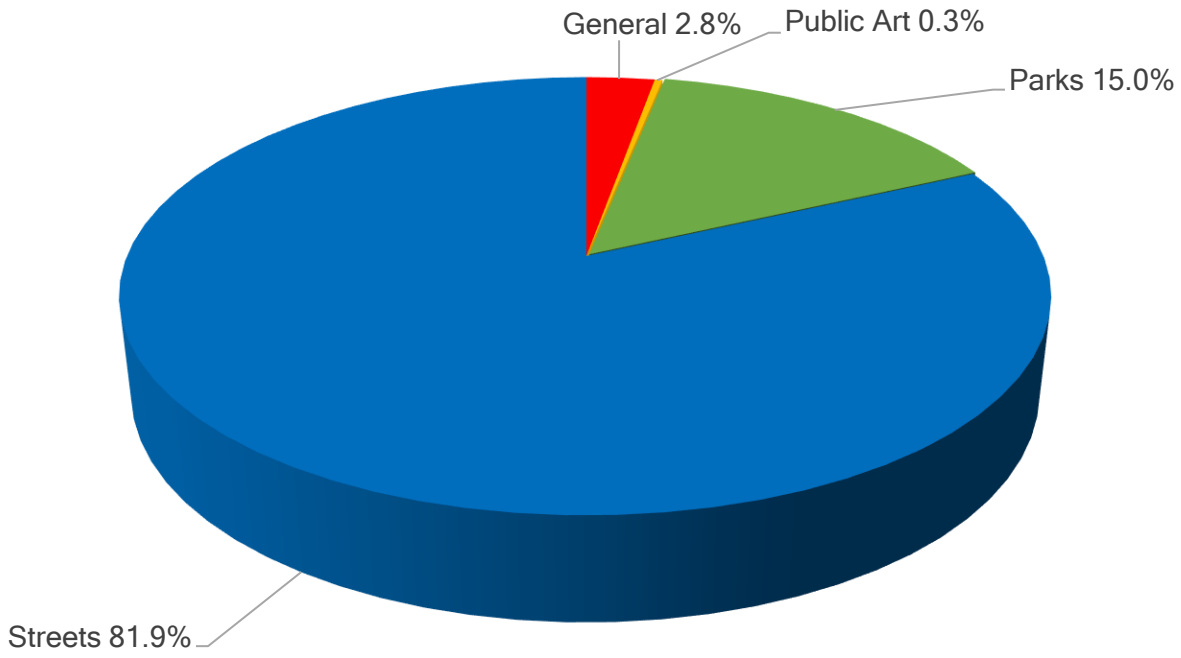
Five-Year CIP Costs

The total budget of the proposed Five-Year CIP 2026-2031 is $78,154,654. Table 1 and Figure 1 below summarize expenditures by category.

Table 1. Total CIP Budget by Category

CATEGORY	2026-27	2027-28	2028-29	2029-30	2030-31	FIVE-YEAR
General	$500,000	$0	$1,700,000	$0	$0	$2,200,000
Public Art	$250,000	$0	$0	$0	$0	$250,000
Parks	$900,000	$3,278,654	$2,400,000	$2,250,000	$2,900,000	$11,728,654
Streets	$9,942,000	$34,742,000	$6,292,000	$7,750,000	$5,250,000	$63,976,000
TOTAL	**$11,592,000**	**$38,020,654**	**$10,392,000**	**$10,000,000**	**$8,150,000**	**$78,154,654**

Figure 1. CIP Budget % by Category



Listed below are existing and new (in italics) CIP projects proposed to receive funding in Fiscal

Years 2026-27 or 2027-28.

- General Improvements
  - The Wave Pool Replastering (GI0006)

- Public Art
  - Downtown Dublin (PA0123)

- Parks
  - *Emerald Glen Ball Field Renovation (PKNEW01)*
  - Iron Horse Nature Park and Open Space (PK0422)
  - Restrooms Replacement (PK0321)
  - Sports Courts Resurfacing (PK0126)

- Streets
  - Annual Street Resurfacing (ST0117)
  - Citywide Bicycle and Pedestrian Improvements (ST0517)
  - Dublin Ranch Street Light Improvements (ST0417)
  - *Gleason Drive Bridge Repair (STNEW01)*
  - *Local Street Resurfacing at I580 Interchanges (STNEW02)*
  - Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School (ST0119)
  - Village Parkway Reconstruction (ST0323)

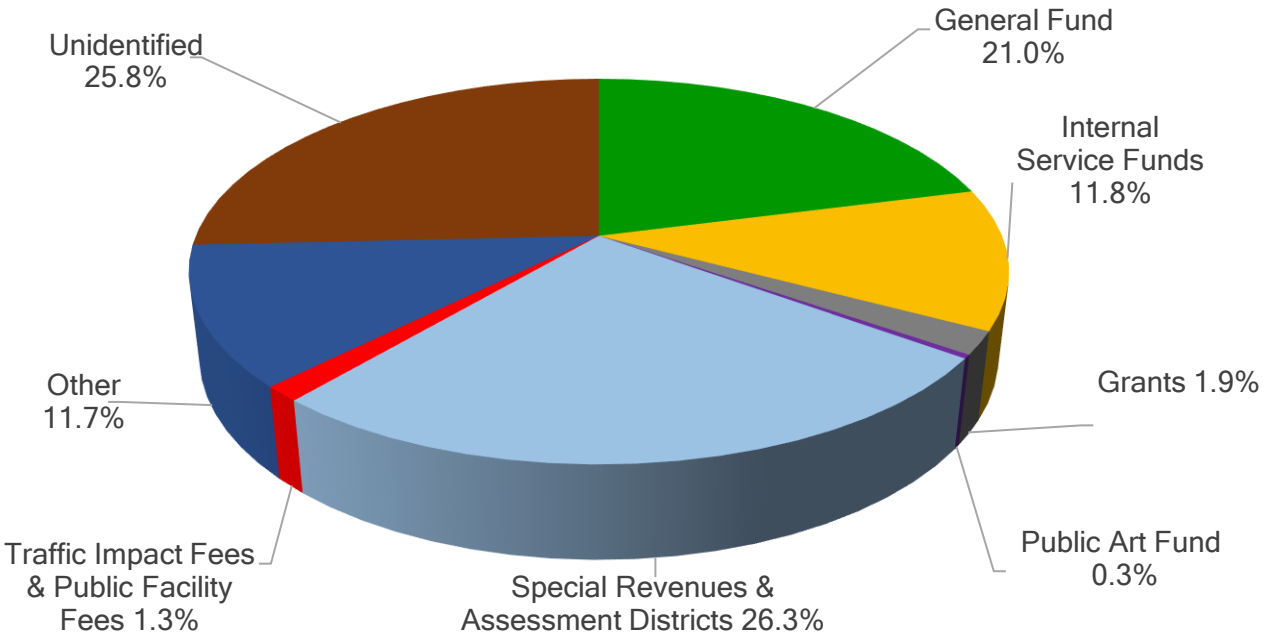
Funding Sources
The funding for the Five-Year CIP 2026-2031 comes from a variety of sources as summarized in Table 2 and Figure 2 below.

Table 2. CIP Funding Sources

CATEGORY	2026-27	2027-28	2028-29	2029-30	2030-31	FIVE-YEAR
General Fund	$4,500,000	$6,350,000	$1,850,000	$1,850,000	$1,850,000	$16,400,000
Special Revenues & Assessment Districts	$6,342,000	$3,942,000	$3,442,000	$3,400,000	$3,400,000	$20,526,000
Public Art Fund	$250,000	$0	$0	$0	$0	$250,000
Internal Service Funds	$500,000	$500,000	$4,100,000	$1,200,000	$2,900,000	$9,200,000
Grants	$0	$1,500,000	$0	$0	$0	$1,500,000
Traffic Impact Fees & Public Facility Fees	$0	$0	$1,000,000	$0	$0	$1,000,000
Other (1)	$0	$9,150,000	$0	$0	$0	$9,150,000
Unidentified	$0	$16,578,654	$0	$3,550,000	$0	$20,128,654
TOTAL	**$11,592,000**	**$38,020,654**	**$10,392,000**	**$10,000,000**	**$8,150,000**	**$78,154,654**

(1) Includes developer- and other-agency-built projects, and projects funded by the Transportation Improvement Program.

Figure 2. CIP Funding Source %



Approximately 26 percent ($20.5 million) of CIP costs are funded by Special Revenues and Assessment Districts. Of this amount, the primary funding sources are State Gas Tax, Transportation Taxes, and Measure BB Sales Tax.

The Internal Service Fund contribution to the CIP accounts for approximately 12 percent ($9.2 million) of total funding. Other Funding sources include the State Transportation Improvement Program, which accounts for approximately 12 percent ($9.15 million) of the CIP costs.

Approximately one percent ($1.0 million) of CIP costs is funded by Traffic Impact Fees. It is important to note that the completion of projects funded by impact fees is contingent upon development proceeding as estimated and fees being collected as projected. The timing of projects funded by these sources may need to be reevaluated if there is a slowdown in projected development activities.

General Fund Contributions
The General Fund contribution to the CIP accounts for approximately 21 percent ($16.4 million) of the five-year costs, with $650,000 for proposed new projects. The following is a list of CIPs wholly or partially funded by the General Fund.

Existing Projects
- Restroom Replacement - $500,000
- Annual Street Resurfacing - $7,750,000
- Village Parkway Reconstruction - $7,500,000

Proposed New Projects
- Emerald Glen Ball Field Renovation - $400,000
- Gleason Drive Bridge Repair - $250,000

Future Projects and Future Phases of Current Projects
The Future Projects category identifies projects that are beyond the current CIP timeframe of June 30, 2031 for which a funding source may or may not yet be identified. There are also current projects that have future phases of funding that may or may not yet be identified. The total cost of all projects beyond the CIP timeframe is estimated at $205.3 million. Projects are listed below, with “future phase” identifying those associated with a current CIP project.

- General Improvements ($3,575,000)
    - Corporation Yard Equipment Wash Pad
    - Electric Vehicle Charging Stations - future phase
    - Waste Enclosure Upgrades - future phase

- Parks ($25,250,000)
    - Downtown Dublin Town Square Park - future phase
    - Sports Courts Resurfacing - future phase
    - Dublin Sports Grounds - Phase 5 Renovation
    - Emerald Glen Recreation and Aquatic Complex - Phase 2

- Streets ($176,432,306)
    - Downtown Dublin Street Grid Network - future phase
    - Dublin Boulevard Extension - future phase

- City Entrance Signs
- Eastern Dublin Transportation Impact Fee Program
- Western Dublin Transportation Impact Fee Program

Environmental Review
The Proposed Five-Year Capital Improvement Program 2026-2031 has been reviewed under the California Environmental Quality Act and has been determined to be exempt under Section 15262 Feasibility and Planning Studies.

City Commission Review Process
The Heritage and Cultural Arts Commission reviewed Public Art and Heritage Park facility CIP projects on March 6, 2026. The Parks and Community Services Commission reviewed the parks CIP projects on March 12, 2026. The Planning Commission reviewed the proposed CIP on May 12, 2026 and found it in conformance with the General Plan (Attachment 3).

Emerald Glen Park Ball Field Renovation, CIP Project No. PKNEW01
The City has agreed to allow Dublin Unified School District (DUSD) to utilize Fallon Sports Park as its primary fields for the Emerald High School baseball and softball programs. To do so, the City needs to relocate Dublin Little League and other users from Fallon Sports Park to Emerald Glen Park, which requires improvements to three Emerald Glen fields. DUSD is completing the required work in exchange for the use of Fallon.

In conjunction with DUSD's work, the City seeks to improve the concrete walkways and dugout covers/shelter, as well as replace the scoreboard for Field A as part of the Emerald Glen Park Ball Field Renovation Project, CIP No. PKNEW01. Therefore, Staff is recommending that the City Council authorize the City Manager to enter into a reimbursement agreement with DUSD to construct the improvements on behalf of the City of Dublin.

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 at several locations throughout the City. Additionally, the City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Adopting the Five-Year Capital Improvement Program 2026-2031 and Authorizing the City Manager to Execute a Reimbursement Agreement with Dublin Unified School District for the Emerald Glen Park Ball Field Renovation Project, CIP Project No. PKNEW01
2) Exhibit A to the Resolution - Five-Year Capital Improvement Program 2026-2031

3) Planning Commission Resolution No. 26-04 Finding Conformity with the General Plan for the Fiscal Year 2026-27 and Fiscal Year 2027-28 Projects in the Five-Year Capital Improvement Program 2026-2031

RESOLUTION NO. XX – 26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM 2026-2031 AND AUTHORIZING THE CITY MANAGER TO EXECUTE A REIMBURSEMENT AGREEMENT WITH DUBLIN UNIFIED SCHOOL DISTRICT FOR THE EMERALD GLEN PARK BALL FIELD RENOVATION PROJECT, CIP NO. PKNEW01

WHEREAS, every two years the City Council adopts or updates the Five-Year Capital Improvement Program, which addresses the City's public infrastructure and facility needs in the following areas: General Improvements, Public Art, Parks, Streets, and Future Projects; and

WHEREAS, Staff presented the Five-Year Capital Improvement Program 2026-2031 to the City Council on June 2, 2026; and

WHEREAS, the Parks and Community Services Commission and the Heritage and Cultural Arts Commission reviewed the Five-Year Capital Improvement Program 2026-2031 and provided input regarding the projects within their purview; and

WHEREAS, the Planning Commission reviewed the projects included in the Five-Year Capital Improvement Program 2026-2031 and determined the projects are in conformance with the City of Dublin General Plan; and

WHEREAS, the City of Dublin and Dublin Unified School District mutually elect to enter into a reimbursement agreement to construct improvements on behalf of the City of Dublin as described in the Emerald Glen Park Ball Field Renovation Project, CIP No. PKNEW01, identified in the Five-Year Capital Improvement Program 2026-2031.

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

1. Adopts the Five-Year Capital Improvement Program 2026-2031 attached hereto as **Exhibit A**; and

2. Approves implementation of the projects and expenditures scheduled for Fiscal Years 2026–27 and 2027–28, which shall be included in the Capital Budget of the City's Proposed Budget for Fiscal Years 2026–27 and 2027–28.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager, or designee, to execute a reimbursement agreement with Dublin Unified School District and to approve contract change orders within the limits of the appropriated funds designated for the Emerald Glen Park Ball Field Renovation Project, CIP No. PKNEW01.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED BY the City Council of the City of Dublin, on this 2nd day of June, 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk



City of Dublin
CALIFORNIA

FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM

2026 – 2031 PROPOSED

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Five-Year Capital Improvement Program
2026-2031 Proposed Budget

June 2026

Sherry Hu, Mayor
Jean Josey, Vice Mayor
Kashef Qaadri, Council Member
Michael McCorriston, Council Member
John Morada, Council Member
Submitted by: Colleen Tribby, City Manager

Summary Schedules

Highlights

The following schedule provides an overview of the financial information contained in the Five-Year Capital Improvement Program 2026-2031 Update.

The first summary schedule presents expenditures by program area for all projects, while the second identifies the funding categories associated with each project. Financial schedules within each major program area (General Improvements, Public Art, Parks and Streets, and Unfunded or Future Projects) detail the funding sources for individual projects. Additional information for each project is provided in the corresponding program area section.

Summary - All Project Types or Program Areas

CATEGORY	HISTORICAL BUDGETED	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	FUTURE BUDGETED	TOTAL
General Improvements	$77,094,988	$500,000	$0	$1,700,000	$0	$0	$3,575,000	$82,869,988
Parks	$32,046,318	$900,000	$3,278,654	$2,400,000	$2,250,000	$2,900,000	$4,900,000	$48,674,972
Public Art	$1,450,000	$250,000	$0	$0	$0	$0	$0	$1,700,000
Streets	$147,376,555	$9,942,000	$34,742,000	$6,292,000	$7,750,000	$5,250,000	$105,422,306	$316,774,861
Unfunded – Future Projects	$0	$0	$0	$0	$0	$0	$91,360,000	$91,360,000
TOTAL COSTS	**$257,967,861**	**$11,592,000**	**$38,020,654**	**$10,392,000**	**$10,000,000**	**$8,150,000**	**$205,257,306**	**$541,379,821**

Summary - All Funds

FINANCING		HISTORICAL BUDGETED	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	FUTURE BUDGETED	TOTAL
1001	General Fund	$32,843,612	$1,700,000	$1,850,000	$1,850,000	$1,850,000	$1,850,000	$3,575,000	$45,518,612
1101	General Fund Designated Reserve	$50,569,980	$2,800,000	$4,500,000	$0	$0	$0	$0	$57,869,980
2201	State Gas Tax	$9,291,141	$1,350,000	$650,000	$650,000	$650,000	$650,000	$0	$13,241,141
2203	Transportation Development Act	$496,445	$0	$0	$0	$0	$0	$0	$496,445
2204	Measure B Sales Tax - Local Streets Fund (Alameda CTC)	$3,131,619	$0	$0	$0	$0	$0	$0	$3,131,619
2205	Measure B Sales Tax - Bike & Ped. Fund (Alameda CTC)	$842,900	$0	$0	$0	$0	$0	$0	$842,900
2207	Transportation for Clean Air	$1,082,190	$0	$0	$0	$0	$0	$0	$1,082,190
2212	Vehicle Registration Fee (Alameda CTC)	$1,773,396	$0	$0	$0	$0	$0	$0	$1,773,396
2214	Measure BB Sales Tax - Local Streets Fund (Alameda CTC)	$7,857,620	$2,700,000	$750,000	$250,000	$250,000	$250,000	$0	$12,057,620
2215	Measure BB Sales Tax - Bike & Ped. Fund (Alameda CTC)	$2,589,600	$250,000	$300,000	$250,000	$250,000	$250,000	$0	$3,889,600
2216	Measure B Grants	$82,500	$0	$0	$0	$0	$0	$0	$82,500
2217	Measure BB Grants	$8,544,824	$0	$1,215,000	$0	$0	$0	$0	$9,759,824
2218	Measure RR	$1,500,000	$0	$0	$0	$0	$0	$0	$1,500,000
2220	Road Maint. & Rehab Account (RMRA)	$11,814,983	$2,000,000	$2,200,000	$2,250,000	$2,250,000	$2,250,000	$0	$22,764,983
2304	Local Recycling Programs	$160,000	$0	$0	$0	$0	$0	$0	$160,000
2403	State Park Grant	$2,294,000	$0	$0	$0	$0	$0	$0	$2,294,000
2703	Landscape District Dougherty 1986-1	$400,000	$0	$0	$0	$0	$0	$0	$400,000
2705	Street Light District East Dublin 1999-1	$1,011,517	$42,000	$42,000	$42,000	$0	$0	$0	$1,137,517
2801	Public Art Fund	$1,450,000	$250,000	$0	$0	$0	$0	$0	$1,700,000
2811	Cable TV Facilities	$300,000	$0	$0	$0	$0	$0	$0	$300,000
2920	Federal Grants - General	$127,230	$0	$0	$0	$0	$0	$0	$127,230
2921	State Grants - General	$1,573,876	$0	$0	$0	$0	$0	$0	$1,573,876
2922	Tri-Valley Transportation Council Grants	$14,250,000	$0	$0	$0	$0	$0	$0	$14,250,000
2923	Alameda County Grant	$400,000	$0	$0	$0	$0	$0	$0	$400,000
2924	VRF (ACTC) Grants	$2,657,000	$0	$285,000	$0	$0	$0	$0	$2,942,000
4100	Public Facility Fees	$29,304,258	$0	$0	$0	$0	$0	$4,500,000	$33,804,258
4300	4300 Eastern Dublin Transportation Impact Fee	$200,000	$0	$0	$0	$0	$0	$0	$200,000
4301	4301 Eastern Dublin Transportation Impact Fee	$11,390,675	$0	$0	$0	$0	$0	$0	$11,390,675
4302	4302 Eastern Dublin Transportation Impact Fee	$1,737,585	$0	$0	$0	$0	$0	$0	$1,737,585
4303	Traffic Impact Fee - Category 3	$409,263	$0	$0	$0	$0	$0	$0	$409,263

4304	Western Dublin Transportation Impact Fee	$2,564,289	$0	$0	$1,000,000	$0	$0	$0	$3,564,289
4305	Traffic Impact Fee - Dougherty Valley	$5,464,338	$0	$0	$0	$0	$0	$0	$5,464,338
4306	Tri-Valley Transportation Development Fee	$6,003,017	$0	$0	$0	$0	$0	$0	$6,003,017
4309	Mitigation Contributions	$45,980	$0	$0	$0	$0	$0	$0	$45,980
4401	Dublin Crossing Development Fee	$1,000,000	$0	$0	$0	$0	$0	$0	$1,000,000
6205	Internal Service Fund - Facilities Replacement	$15,683,638	$500,000	$500,000	$4,100,000	$1,200,000	$2,900,000	$400,000	$25,283,638
6305	Internal Service Fund - Equipment Replacement	$1,727,300	$0	$0	$0	$0	$0	$0	$1,727,300
6605	IT Fund	$2,298,000	$0	$0	$0	$0	$0	$0	$2,298,000
7102	Energy Improve. Lease Bond	$20,656,074	$0	$0	$0	$0	$0	$0	$20,656,074
9901	Other County Reimbursement	$2,335,687	$0	$0	$0	$0	$0	$0	$2,335,687
9997	Other	$103,324	$0	$9,150,000	$0	$0	$0	$0	$9,253,324
9998	Unidentified	$0	$0	$16,578,654	$0	$3,550,000	$0	$105,422,306	$125,550,960
	Total Unidentified	$0	$0	$0	$0	$0	$0	$91,360,000	$91,360,000
TOTAL COSTS		**$257,967,861**	**$11,592,000**	**$38,020,654**	**$10,392,000**	**$10,000,000**	**$8,150,000**	**$205,257,306**	**$541,379,821**

Glossary of Terms

AMERICANS WITH DISABILITIES ACT (ADA): Americans with Disabilities Act, Public Law 336 of the 101st Congress, enacted July 26, 1990. The ADA prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation. It also mandates the establishment of a telecommunications device for the deaf (TDD)/telephone relay services.

DEPARTMENT: The Department requesting the Capital Improvement Project.

EXPENDITURE: The actual outlay of monies from the City treasury.

FEDERAL GRANT FUNDS: These funds were established to account for revenue from the federal government and expenditures as prescribed by grant provisions/agreements.

FUTURE: Capital Costs or Funding Sources that are beyond the current Capital Improvement Program timeframe.

GRANT: A contribution by a government or other organization to support a particular function.

HISTORICAL BUDGETED: Funding appropriated from the time of project creation through the end of the prior fiscal year.

PRELIMINARY ENGINEERING: Projects still in the planning phase for developing scope, schedule, and project cost.

PROJECT TYPE: The category used to classify the Capital Improvement Project based on the kind of work being performed.

REIMBURSEMENT: Fees received as payment for the provision of specific municipal services.

REQUEST OWNER: The City representative or project manager assigned to the Capital Improvement Project.

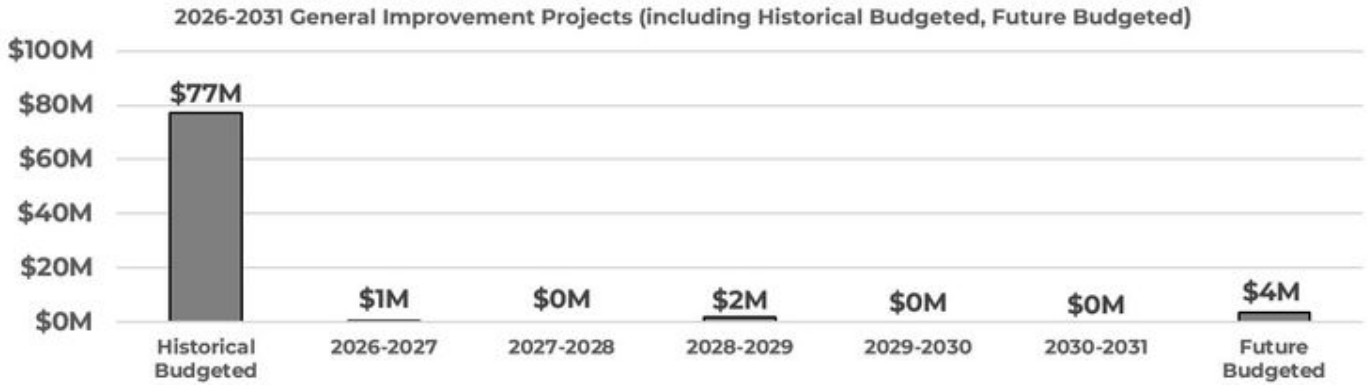
REVENUE: Funds received from various sources and treated as income to finance expenditures.

TYPE: The category used to group items with similar characteristics or purposes.

UNIDENTIFIED FUNDING: An amount required for project completion, but for which no funding source has been identified.

Capital Projects

General Improvements



2026-2031 CAPITAL IMPROVEMENT PROGRAM - GENERAL IMPROVEMENTS									
PROJECT NUMBER & DESCRIPTION		HISTORICAL BUDGETED	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	FUTURE BUDGETED	TOTAL
GI0421	Audio Visual System Upgrade	$1,671,040	$0	$0	$0	$0	$0	$0	$1,671,040
GI0121	Citywide Energy Improvements	$25,514,270	$0	$0	$0	$0	$0	$0	$25,514,270
GI0126	Civic Center Elevator Modernization	$900,000	$0	$0	$0	$0	$0	$0	$900,000
GI0122	Civic Center Rehabilitation	$2,236,730	$0	$0	$0	$0	$0	$0	$2,236,730
GI0225	Condition Assessment of Water Features	$50,000	$0	$0	$0	$0	$0	$0	$50,000
GI0003	Corporation Yard Equipment Wash Pad	$0	$0	$0	$0	$0	$0	$475,000	$475,000
GI0120	Dublin Arts Center	$15,397,035	$0	$0	$0	$0	$0	$0	$15,397,035
GI0219	Electric Vehicle (EV) Charging Stations	$427,459	$0	$0	$0	$0	$0	$300,000	$727,459
GI0226	Exterior Improvements	$15,000,000	$0	$0	$0	$0	$0	$0	$15,000,000
GI0325	Facilities Parking Lot Resurfacing	$1,000,000	$0	$0	$0	$0	$0	$0	$1,000,000
GI0319	Financial System Replacement	$2,515,000	$0	$0	$0	$0	$0	$0	$2,515,000
GI0224	Irrigation System Upgrades	$1,840,000	$0	$0	$0	$0	$0	$0	$1,840,000
GI0117	IT Infrastructure Improvement	$1,243,600	$0	$0	$0	$0	$0	$0	$1,243,600
GI0521	Library Tenant Improvements	$4,835,665	$0	$0	$0	$0	$0	$0	$4,835,665
GI0323	Municipal Fiber	$140,000	$0	$0	$0	$0	$0	$0	$140,000
GI0221	Resiliency and Disaster Preparedness Improvements	$3,414,189	$0	$0	$0	$0	$0	$0	$3,414,189
GI0004	Shannon Community Center Play Yard	$0	$0	$0	$200,000	$0	$0	$0	$200,000
GI0523	Situational Awareness Camera Program	$585,000	$0	$0	$0	$0	$0	$0	$585,000
GI0006	The Wave Pool Replastering	$0	$500,000	$0	$1,500,000	$0	$0	$0	$2,000,000
GI0425	Waste Enclosures Upgrades	$325,000	$0	$0	$0	$0	$0	$2,800,000	$3,125,000
TOTAL COSTS		**$ 77,094,988**	**$500,000**	**$0**	**$1,700,000**	**$0**	**$0**	**$3,575,000**	**$82,869,988**

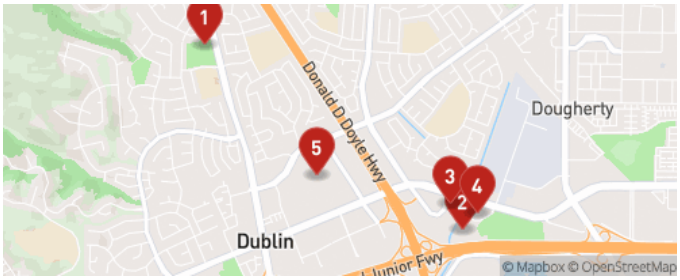
FINANCING - GENERAL IMPROVEMENTS									
FINANCING		HISTORICAL BUDGETED	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	FUTURE BUDGETED	TOTAL
1001	General Fund	$12,110,773	$0	$0	$0	$0	$0	$3,575,000	$15,685,773
1101	General Fund Designated Reserve	$14,826,756	$0	$0	$0	$0	$0	$0	$14,826,756
2207	Transportation for Clean Air	$18,000	$0	$0	$0	$0	$0	$0	$18,000
2705	Street Light District East Dublin 1999-1	$860,776	$0	$0	$0	$0	$0	$0	$860,776
2811	Cable TV Facilities	$300,000	$0	$0	$0	$0	$0	$0	$300,000
2920	Federal Grants - General	$127,230	$0	$0	$0	$0	$0	$0	$127,230
2921	State Grants - General	$1,573,876	$0	$0	$0	$0	$0	$0	$1,573,876
4100	Public Facility Fees	$7,634,865	$0	$0	$0	$0	$0	$0	$7,634,865
6205	Internal Service Fund - Facilities Replacement	$15,083,638	$500,000	$0	$1,700,000	$0	$0	$0	$17,283,638
6305	Internal Service Fund - Equipment Replacement	$1,605,000	$0	$0	$0	$0	$0	$0	$1,605,000
6605	IT Fund	$2,298,000	$0	$0	$0	$0	$0	$0	$2,298,000
7102	Energy Improve. Lease Bond	$20,656,074	$0	$0	$0	$0	$0	$0	$20,656,074
TOTAL FINANCING		**$ 77,094,988**	**$500,000**	**$0**	**$1,700,000**	**$0**	**$0**	**$3,575,000**	**$82,869,988**

Audio-Visual System Upgrade

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Information Technology
Type	Capital Improvement
Project Type	General Improvements
Project Number	GI0421

Project Location



Description

This project provides for the planning, design, and construction of the audio-visual system upgrades in Ambrose Hall and adjoining conference room at Shannon Community Center, Alamilla Springs Ballroom at the Senior Center, Program Room at the Civic Center Library, Emergency Operations Center at the Public Safety Complex, and Bray Community Room at the Civic Center. These upgrades include replacement of equipment to improve the quality of service for rentals, meetings, corporate events, and staff use. In addition, smaller staff conference room hardware will be modernized, replaced, and/or updated citywide. These upgrades will bring the City's audio-visual systems up to current industry standards and ADA compliance.

Details

Type of Project: Replacement

Capital Cost

FY2027 Budget	Total Budget (all years)	Project Total (to date)
$0	**$0**	**$1.67M**

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$23,224	$0	$0	$0	$0	$0	$0	**$23,224**
9200 - Contract Services	$504,026	$0	$0	$0	$0	$0	$0	**$504,026**
9500 - Miscellaneous	$158,000	$0	$0	$0	$0	$0	$0	**$158,000**
9600 - Equipment	$985,790	$0	$0	$0	$0	$0	$0	**$985,790**
Total	**$1,671,040**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,671,040**

Funding Sources

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$1.67M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
1001 - General Fund	$473,040	$0	$0	$0	$0	$0	$0	**$473,040**
2811 - Cable TV Facilities	$300,000	$0	$0	$0	$0	$0	$0	**$300,000**
6605 – IT Fund	$898,000	$0	$0	$0	$0	$0	$0	**$898,000**
Total	**$1,671,040**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,671,040**

Project Timeline

- **07/1/2025**

  The project preliminary designs were completed and implementation began.

- **07/1/2026**

  The project has currently upgraded approximately 40 percent of the spaces, and completion is anticipated in 2027.

Citywide Energy Improvements

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Public Works
Type	Capital Improvement
Project Type	General Improvements
Project Number	GI0121

Project Location



Description

This project provides for the planning (Investment Grade Audit), design, and construction of various energy upgrades, efficiency improvements, lighting upgrades, energy generation, solar photovoltaic (PV) systems, and energy storage projects at facilities, parks, street rights-of-way, and other City-owned properties. The project upgrades exterior lighting and controls at Mape Memorial Park, Alamo Creek Park, Ted Fairfield Park, Bray Commons Park, Dolan Park, Emerald Glen Park, Fallon Sports Park, Heritage Park, and Shannon Park, as well as interior and exterior lighting and controls at the Library, Corporation Yard, Heritage Park and Museums, Shannon Community Center, The Wave, and Fire Stations 16, 17, and 18. The project also includes the conversion of approximately 1,626 streetlights to LED in Streetlight Assessment District 1999-1. The project will also upgrade various mechanical, HVAC, and controls at the Library, Senior Center, Heritage Park and Museums, The Wave, and Fire Stations 16, 17, and 18.

Furthermore, renewable, resiliency, and disaster preparedness improvements to prepare for future PG&E Public Safety Power Shutoff events and other emergency events will be provided. The improvements include back-up generators at the Library, Shannon Community Center, Civic Center, and Fire Stations 16, 17, and 18, as well as battery back-up or hydrogen fuel cells at 22 major street intersections throughout the city. These improvements also include solar PV and electric vehicle charging at Dublin Sports Grounds and the Public Safety Complex, solar PV with battery energy storage systems at the Civic Center, The Wave, Corporation Yard, and the Senior Center, and solar PV at the Library, Fallon Sports Park, and Fire Stations 17 and 18.

These improvements replace portions of the roof for the new solar PV and replacement HVAC systems at the Library as well as reconfiguration of the parking lot to support the additional solar PV canopies at the Civic Center.

Details

Type of Project: New Construction

Capital Cost

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$25.5M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$84,406	$0	$0	$0	$0	$0	$0	**$84,406**
9200 - Contract Services	$412,514	$0	$0	$0	$0	$0	$0	**$412,514**
9400 - Repairs/Improvements	$25,016,850	$0	$0	$0	$0	$0	$0	**$25,016,850**
9500 - Miscellaneous	$500	$0	$0	$0	$0	$0	$0	**$500**
Total	**$25,514,270**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$25,514,270**

Funding Sources

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$25.5M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
1001 - General Fund	$2,497,420	$0	$0	$0	$0	$0	$0	**$2,497,420**
2705 - Street Light District East Dublin 1999-1	$860,776	$0	$0	$0	$0	$0	$0	**$860,776**
6205 - Internal Service Fund - Facilities Replacement	$1,500,000	$0	$0	$0	$0	$0	$0	**$1,500,000**
7102 - Energy Improve. Lease Bond	$20,656,074	$0	$0	$0	$0	$0	$0	**$20,656,074**
Total	**$25,514,270**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$25,514,270**

Project Timeline

- **07/1/2025**

  The project was in various stages of design or construction.

- **07/1/2026**

  The project is substantially complete except for the improvements at the Civic Center, which are anticipated to be complete in 2027.

Civic Center Elevator Modernization

Overview

Request Owner Michael Boitnott, Capital Improvement Program Manager

Department Public Works

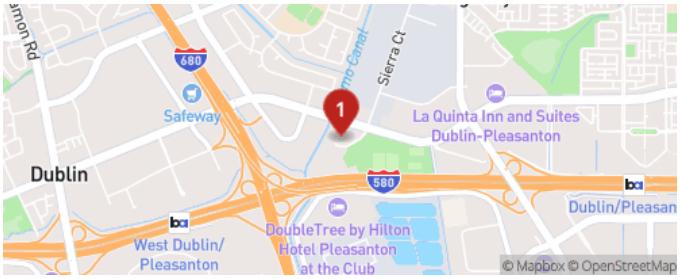
Type Capital Improvement

Project Type General Improvements

Project Number GI0126

Project Location

100 Civic Plaza



Description

This project provides for the design and construction to upgrade the three existing elevators located within the Civic Center (two at City Hall and one at Dublin Arts Center). Most elevators are built to provide about 30 to 40 years of service. The modernization includes upgrading the critical parts of the elevators to accommodate new technology, perform better, consume less energy , and improve safety. This modernization also includes replacing interior panels and controls within the elevator cars.

Details

Type of Project: Refurbishment

Capital Cost

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$900K

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$24,960	$0	$0	$0	$0	$0	$0	**$24,960**
9200 - Contract Services	$100,040	$0	$0	$0	$0	$0	$0	**$100,040**
9400 - Repairs/Improvements	$750,000	$0	$0	$0	$0	$0	$0	**$750,000**
9600 - Equipment	$25,000	$0	$0	$0	$0	$0	$0	**$25,000**
Total	**$900,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$900,000**

Funding Sources

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$900K

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
6205 - Internal Service Fund - Facilities Replacement	$900,000	$0	$0	$0	$0	$0	$0	**$900,000**
Total	**$900,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$900,000**

Project Timeline

- **07/1/2026**
  This project is anticipated to begin in 2027.

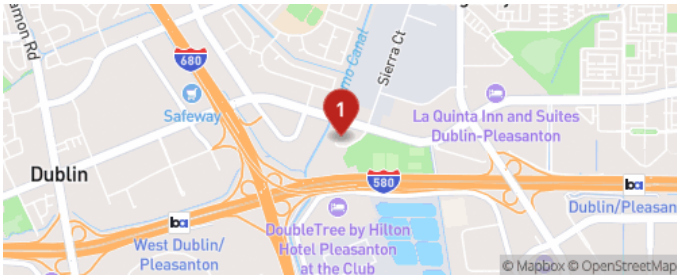
Civic Center Rehabilitation

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Public Works
Type	Capital Improvement
Project Type	General Improvements
Project Number	GI0122

Project Location

100 Civic Plaza



Description

This project provides for the planning, design, and construction of various rehabilitation within the Civic Center. The rehabilitation includes renovations of the restrooms, showers, kitchenettes, and the employee break room, modifications of the conference rooms, replacements of lighting and ceiling, site improvements to the parking lot area and surrounding walkways, landscape improvement of the plaza, upgrades and evaluation of the buildings, repainting, and upgrades to comply with Americans with Disabilities Act (ADA) and Building Codes. This project also includes the partitioning of three spaces into six on the second floor of the Civic Center.

Details

Type of Project: Refurbishment

Capital Cost

FY2027 Budget	Total Budget (all years)	Project Total (to date)
$0	**$0**	**$2.24M**

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$80,140	$0	$0	$0	$0	$0	$0	**$80,140**
9200 - Contract Services	$611,590	$0	$0	$0	$0	$0	$0	**$611,590**
9400 - Repairs/Improvements	$1,525,000	$0	$0	$0	$0	$0	$0	**$1,525,000**
9500 - Miscellaneous	$20,000	$0	$0	$0	$0	$0	$0	**$20,000**
Total	**$2,236,730**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$2,236,730**

Funding Sources

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$2.24M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
1101 - General Fund Designated Reserve	$2,236,730	$0	$0	$0	$0	$0	$0	**$2,236,730**
Total	**$2,236,730**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$2,236,730**

Project Timeline

- **07/1/2025**

  The project was in various stages of design or construction. Interior repainting in select areas was completed during construction of the Civic Center HVAC and Roof Replacement Project. The partitioning of three spaces into six on the second floor of the Civic Center was completed.

- **07/1/2026**

  The project construction continues, which includes the parking lot and walkway improvements that are being constructed in conjunction with the Dublin Arts Center Project and the removal of the Parks and Community Services (PCS) counters. The relocation of the first-floor door beyond the sliding partition will begin once PCS staff are relocated to the Dublin Arts Center in late 2026.

Condition Assessment of Water Features

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Public Works
Type	Capital Improvement
Project Type	General Improvements
Project Number	GI0225

Project Location



Description

This project provides for a comprehensive condition assessment for outdoor water features, including fountains and splash pads at the Civic Center, Shannon Center, Emerald Glen Park, Senior Center, and Devany Square. This includes examining structural integrity, plumbing systems, water quality, and overall functionality. Detailed inspections and evaluations will identity potential issues such as wear and tear, corrosion, or outdated technology. Following this assessment, a strategic project can be developed to address the findings, which may include developing plans for either replacing the existing water features with modern and sustainable designs, incorporating advanced water circulation systems, or considering other alternatives that align with the evolving needs and preferences of the community.

Details

Type of Project: Assessment/Report/Plan

Capital Cost

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$50K

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$5,000	$0	$0	$0	$0	$0	$0	**$5,000**
9200 - Contract Services	$45,000	$0	$0	$0	$0	$0	$0	**$45,000**
Total	**$50,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$50,000**

Funding Sources

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$50K

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
1001 - General Fund	$50,000	$0	$0	$0	$0	$0	$0	**$50,000**
Total	**$50,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$50,000**

Project Timeline

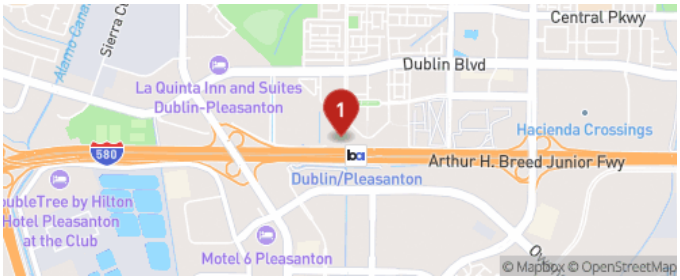
- **07/1/2026**
  This project is anticipated to begin in 2027.

Corporation Yard Equipment Wash Pad

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Public Works
Type	Capital Improvement
Project Type	General Improvements
Project Number	GI0003

Project Location



Description

This project provides for the design and construction of a vehicle and equipment wash pad at the Corporation Yard. The wash pad will capture wash water and solid waste, separate fluids from solids, and filter the fluids prior to discharge or storage for reuse. The wash pad will reduce water usage and ensure equipment is maintained using the best management practices required by the Municipal Regional Stormwater Permit and Environmental Protection Agency.

Details

Type of Project: New Construction

Capital Cost

FY2027 Budget	Total Budget (all years)	Project Total
$0	**$0**	**$475K**

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$0	$0	$0	$0	$0	$0	$35,000	**$35,000**
9200 - Contract Services	$0	$0	$0	$0	$0	$0	$125,000	**$125,000**
9400 - Repairs/Improvements	$0	$0	$0	$0	$0	$0	$315,000	**$315,000**
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$475,000**	**$475,000**

Funding Sources

FY2027 Budget	Total Budget (all years)	Project Total
$0	**$0**	**$475K**

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
1001 - General Fund	$0	$0	$0	$0	$0	$0	$475,000	**$475,000**
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$475,000**	**$475,000**

Project Timeline

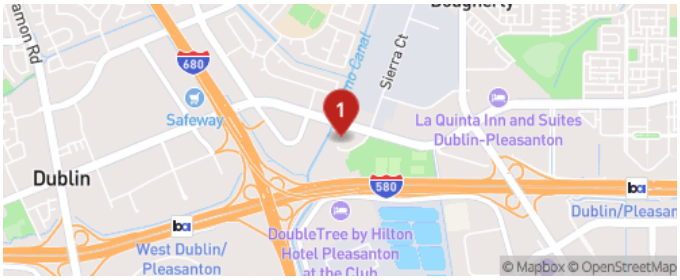
- **07/1/2026**
  This project is anticipated to begin in 2032.

Dublin Arts Center

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Public Works
Type	Capital Improvement
Project Type	General Improvements
Project Number	GI0120

Project Location



Description

This project provides for the design and improvements of an approximately 13,000-square-foot Cultural Arts Center on the first floor of the Civic Center, which was formerly occupied by Dublin Police Services. The Parks & Recreation Master Plan identifies a Cultural Arts Center that will serve as a multi-use facility that affords cultural, educational, and social opportunities for the community, which includes an art gallery, Black Box theater space, multi-purpose art and music classrooms, a dance studio, and restrooms. The project also provides for the replacement of the heating, ventilation, and air conditioning (HVAC) systems, HVAC controls, and roof, major upgrades to the main telecommunication room, and the relocation of the Parks and Community Services Department offices to the second floor of the Dublin Arts Center.

Details

Type of Project: New Construction

Capital Cost

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$15.4M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$199,945	$0	$0	$0	$0	$0	$0	**$199,945**
9200 - Contract Services	$3,678,519	$0	$0	$0	$0	$0	$0	**$3,678,519**
9400 - Repairs/Improvements	$10,700,317	$0	$0	$0	$0	$0	$0	**$10,700,317**
9500 - Miscellaneous	$18,254	$0	$0	$0	$0	$0	$0	**$18,254**
9600 - Equipment	$800,000	$0	$0	$0	$0	$0	$0	**$800,000**
Total	**$15,397,035**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$15,397,035**

Funding Sources

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$15.4M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
1101 - General Fund Designated Reserve	$7,214,197	$0	$0	$0	$0	$0	$0	**$7,214,197**
4100 - Public Facility Fees	$5,889,200	$0	$0	$0	$0	$0	$0	**$5,889,200**
6205 - Internal Service Fund - Facilities Replacement	$1,543,638	$0	$0	$0	$0	$0	$0	**$1,543,638**
6305 - Internal Service Fund - Equipment Replacement	$500,000	$0	$0	$0	$0	$0	$0	**$500,000**
6605 – IT Fund	$250,000	$0	$0	$0	$0	$0	$0	**$250,000**
Total	**$15,397,035**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$15,397,035**

Project Timeline

- **07/1/2025**

  The project was under construction.

- **07/1/2026**

  The project construction continues and will be completed concurrently with the Civic Center portion of the Exterior Improvements Project, which is anticipated for late 2026.

Electric Vehicle (EV) Charging Stations

Overview

Request Owner Michael Boitnott, Capital Improvement Program Manager

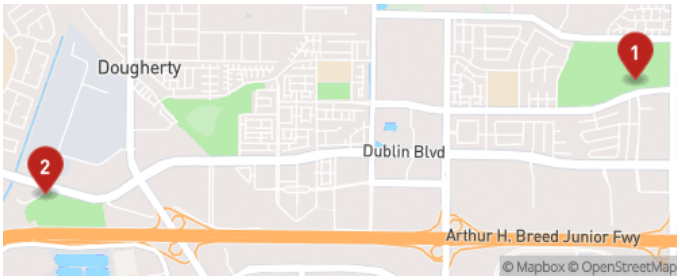
Department Public Works

Type Capital Improvement

Project Type General Improvements

Project Number GI0219

Project Location



Description

This project provides for the design and construction of at least two electric vehicle (EV) charging spaces at The Wave and Emerald Glen Park, as well as the underground infrastructure for future expansion. In addition, the project provides for the installation of two direct-current (DC) EV fast chargers at the Dublin Sports Grounds. In future years, the project may include design and construction of EV charging spaces at other City facilities.

Details

Type of Project: New Construction

Capital Cost

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$727K

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$12,620	$0	$0	$0	$0	$0	$15,000	**$27,620**
9200 - Contract Services	$30,211	$0	$0	$0	$0	$0	$75,000	**$105,211**
9400 - Repairs/Improvements	$289,640	$0	$0	$0	$0	$0	$110,000	**$399,640**
9500 - Miscellaneous	$881	$0	$0	$0	$0	$0	$0	**$881**
9600 - Equipment	$94,107	$0	$0	$0	$0	$0	$100,000	**$194,107**
Total	**$427,459**	**$0**	**$0**	**$0**	**$0**	**$0**	**$300,000**	**$727,459**

Funding Sources

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$727K

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
1001 - General Fund	$0	$0	$0	$0	$0	$0	$300,000	**$300,000**
1101 - General Fund Designated Reserve	$282,229	$0	$0	$0	$0	$0	$0	**$282,229**
2207 - Transportation for Clean Air	$18,000	$0	$0	$0	$0	$0	$0	**$18,000**
2920 - Federal Grants - General	$127,230	$0	$0	$0	$0	$0	$0	**$127,230**
Total	**$427,459**	**$0**	**$0**	**$0**	**$0**	**$0**	**$300,000**	**$727,459**

Project Timeline

- **07/1/2025**

  The project completed installation of the EV chargers at The Wave and Emerald Glen Park. The City received an Energy Efficiency Conservation Block Grant from the U.S. Department of Energy, which partially funded the installation of the two DC EV fast chargers at the Dublin Sports Grounds.

- **07/1/2026**

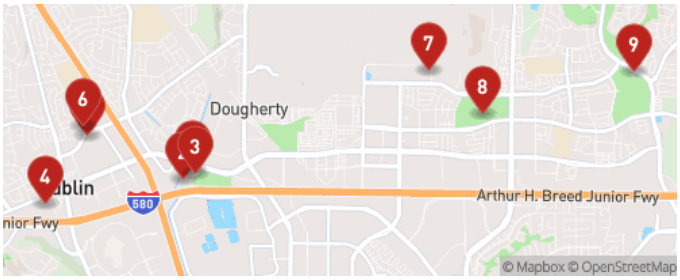
  The project completed installation of the two DC fast EV chargers at the Dublin Sports Grounds. The project continues with the design and construction of EV charging stations at other City facilities.

Exterior Improvements

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Public Works
Type	Capital Improvement
Project Type	General Improvements
Project Number	GI0226

Project Location



Description

This project will provide for design and construction of various exterior improvements and preventative maintenance at the Civic Center, Library, Clock Tower, Kolb House Museum, Kolb House Restroom, Sunday School Barn, Murray Schoolhouse Museum and outbuildings, Old St. Raymond's Church, the Senior Center, The Wave, and Fire Stations 16, 17, and 18.

Details

Type of Project: Refurbishment

Capital Cost

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$15M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$200,000	$0	$0	$0	$0	$0	$0	**$200,000**
9200 - Contract Services	$2,760,000	$0	$0	$0	$0	$0	$0	**$2,760,000**
9400 - Repairs/Improvements	$11,590,000	$0	$0	$0	$0	$0	$0	**$11,590,000**
9600 - Equipment	$450,000	$0	$0	$0	$0	$0	$0	**$450,000**
Total	**$15,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$15,000,000**

Funding Sources

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$15M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
1001 - General Fund	$500,000	$0	$0	$0	$0	$0	$0	**$500,000**
1101 - General Fund Designated Reserve	$5,000,000	$0	$0	$0	$0	$0	$0	**$5,000,000**
6205 - Internal Service Fund - Facilities Replacement	$9,050,000	$0	$0	$0	$0	$0	$0	**$9,050,000**
6305 - Internal Service Fund - Equipment Replacement	$450,000	$0	$0	$0	$0	$0	$0	**$450,000**
Total	**$15,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$15,000,000**

Project Timeline

- **12/2/2025**

  This project was created on December 2, 2025.

- **07/1/2026**

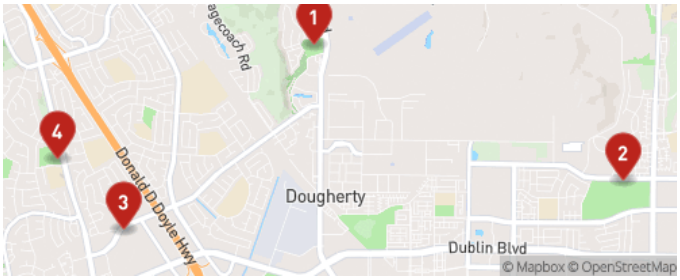
  The project is currently in various stages of design and construction and it is anticipated to be complete in 2027.

Facilities Parking Lot Resurfacing

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Public Works
Type	Capital Improvement
Project Type	General Improvements
Project Number	GI0325

Project Location



Description

This project provides for design and construction to resurface parking lots at Alamo Creek Park, Emerald Glen Park, Senior Center, and Shannon Community Center to comply with the current requirements of the Americans with Disabilities Act and parking lot standards.

Details

Type of Project: Refurbishment

Capital Cost

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$1M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$40,000	$0	$0	$0	$0	$0	$0	**$40,000**
9200 - Contract Services	$280,000	$0	$0	$0	$0	$0	$0	**$280,000**
9400 - Repairs/Improvements	$680,000	$0	$0	$0	$0	$0	$0	**$680,000**
Total	**$1,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,000,000**

Funding Sources

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$1M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
1001 - General Fund	$1,000,000	$0	$0	$0	$0	$0	$0	**$1,000,000**
Total	**$1,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,000,000**

Project Timeline

- **07/1/2025**

  This project was in design and the resurfacing of the Alamo Creek Park and Emerald Glen Park parking lots were incorporated into the 2026 Annual Street Resurfacing Project.

- **07/1/2026**

  The resurfacing of the Alamo Creek Park and Emerald Glen Park parking lots is currently under construction and is anticipated to be complete in 2026. The parking lots at the Senior Center and Shannon Community Center will begin design in 2027 and will be incorporated into the 2028 Annual Street Resurfacing Project.

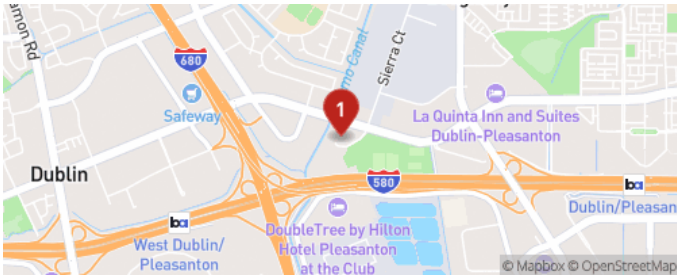
Financial System Replacement

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Finance
Type	Capital Improvement
Project Type	General Improvements
Project Number	GI0319

Project Location

100 Civic Plaza



Description

This project provides for the replacement of the City's Enterprise Resource Planning (ERP) system and other related technological projects that support the City Council's initiative to "Become a 24/7 City Hall to Enhance Resident and Business Engagement." This project also includes upgrades to the City's financial transparency, OpenGov, and its document management software, Laserfiche.

The City's ERP system serves as the primary software platform for Finance, Human Resources, Public Works, Community Development Departments, as well as all core transactions. The outgoing system was implemented in 2008 and has reached the end of its 10-year lifespan.

Details

Type of Project: Replacement

Capital Cost

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$2.52M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9200 - Contract Services	$1,002,679	$0	$0	$0	$0	$0	$0	**$1,002,679**
9500 - Miscellaneous	$500	$0	$0	$0	$0	$0	$0	**$500**
9600 - Equipment	$1,511,821	$0	$0	$0	$0	$0	$0	**$1,511,821**
Total	**$2,515,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$2,515,000**

Funding Sources

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$2.52M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
1001 - General Fund	$1,860,000	$0	$0	$0	$0	$0	$0	**$1,860,000**
6305 - Internal Service Fund - Equipment Replacement	$655,000	$0	$0	$0	$0	$0	$0	**$655,000**
Total	**$2,515,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$2,515,000**

Project Timeline

- **07/1/2025**

  The project implementation began in spring 2021. The Finance Module went live in July 2022, the Human Resources and Payroll modules went live in April 2023, and the Permitting and Licensing modules went live in July 2024.

- **07/1/2026**

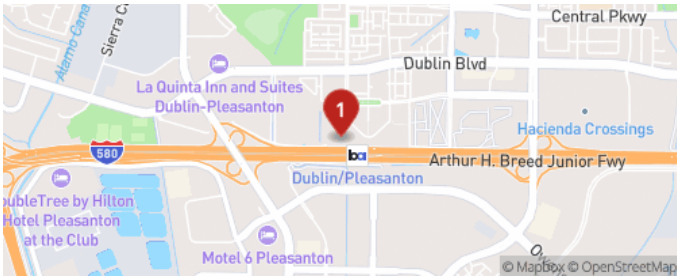
  The project technical configuration and training will continue and is anticipated to be complete in 2027.

Irrigation System Upgrades

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Public Works
Type	Capital Improvement
Project Type	General Improvements
Project Number	GI0224

Project Location



Description

This project provides for planning, design, and installation of approximately 85 new irrigation controllers along streets, in parks, and at City facilities. This project also upgrades system-wide communication with the Central Irrigation System to improve water conservation in response to daily weather conditions. In addition, the project utilizes consultant services to improve system optimization, including site-specific scheduling for up to 25 of the City's large landscapes. A series of training sessions will be held with the City's Maintenance Division to ensure the ongoing operation of the system.

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

Details

Type of Project: Refurbishment

Capital Cost

FY2027 Budget	Total Budget (all years)	Project Total (to date)
$0	**$0**	**$1.84M**

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$104,000	$0	$0	$0	$0	$0	$0	**$104,000**
9200 - Contract Services	$350,000	$0	$0	$0	$0	$0	$0	**$350,000**
9400 - Repairs/Improvements	$721,000	$0	$0	$0	$0	$0	$0	**$721,000**
9500 - Miscellaneous	$15,000	$0	$0	$0	$0	$0	$0	**$15,000**
9600 - Equipment	$650,000	$0	$0	$0	$0	$0	$0	**$650,000**
Total	**$1,840,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,840,000**

Funding Sources

FY2027 Budget	Total Budget (all years)	Project Total (to date)
$0	**$0**	**$1.84M**

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
1001 - General Fund	$460,000	$0	$0	$0	$0	$0	$0	**$460,000**
2921 - State Grants - General	$1,380,000	$0	$0	$0	$0	$0	$0	**$1,380,000**
Total	**$1,840,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,840,000**

Project Timeline

- **07/1/2025**

  The project design was completed and construction began in 2025.

- **07/1/2026**

  The project is in construction and it is anticipated to be complete by late 2026.

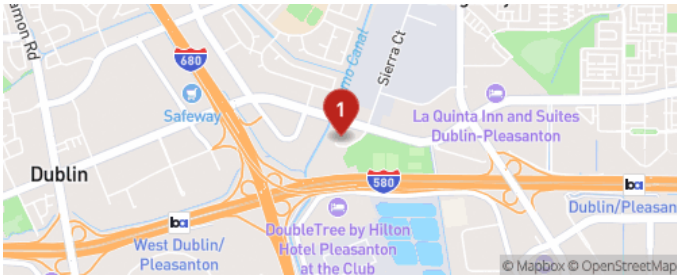
IT Infrastructure Improvement

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Information Technology
Type	Capital Improvement
Project Type	General Improvements
Project Number	GI0117

Project Location

100 Civic Plaza



Description

This project provides for the replacement and upgrade of aging network hardware, as well as the implementation of centralized Information Technology management tools to increase efficiency in City operations.

Details

Type of Project: Replacement

Capital Cost

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$1.24M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9200 - Contract Services	$302,886	$0	$0	$0	$0	$0	$0	**$302,886**
9400 - Repairs/Improvements	$273,644	$0	$0	$0	$0	$0	$0	**$273,644**
9500 - Miscellaneous	$679	$0	$0	$0	$0	$0	$0	**$679**
9600 - Equipment	$666,391	$0	$0	$0	$0	$0	$0	**$666,391**
Total	**$1,243,600**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,243,600**

Funding Sources

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$1.24M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
1101 - General Fund Designated Reserve	$93,600	$0	$0	$0	$0	$0	$0	**$93,600**
6605 – IT Fund	$1,150,000	$0	$0	$0	$0	$0	$0	**$1,150,000**
Total	**$1,243,600**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,243,600**

Project Timeline

- **07/1/2025**

  The project began equipment replacement as it reached the end of its useful life.

- **07/1/2026**

  This project continues to replace equipment as it reaches the end of its useful life.

Library Tenant Improvements

Overview

Request Owner Michael Boitnott, Capital Improvement Program Manager

Department Public Works

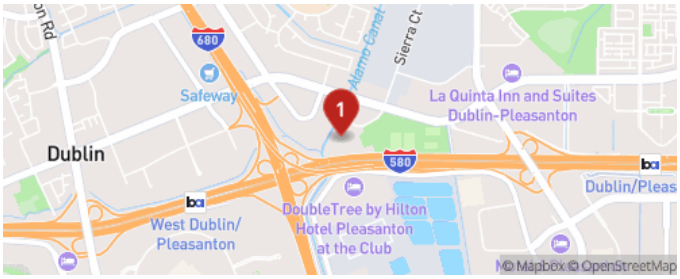
Type Capital Improvement

Project Type General Improvements

Project Number GI0521

Project Location

200 Civic Plaza



Description

This project provides for the design and construction of tenant improvements to the Dublin Library, including completion of 5,150 square feet of currently unoccupied space within the building. The 37,000-square-foot building was completed in 2002; however, only 30,000 square feet was occupied. In 2017, a tenant improvement project was completed which opened an additional 1,850 square feet of space adjacent to the children's area. This project improves the remaining 5,150 square feet of building for library and community use, which includes a large flex space, new small group study rooms, expansion of the children's area, modification of shelving and fixtures, carpet replacement, repainting, and the refurbishing of select systems and interior surfaces.

Details

Type of Project: Refurbishment

Capital Cost

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$4.84M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$202,510	$0	$0	$0	$0	$0	$0	**$202,510**
9200 - Contract Services	$1,052,885	$0	$0	$0	$0	$0	$0	**$1,052,885**
9400 - Repairs/Improvements	$3,560,270	$0	$0	$0	$0	$0	$0	**$3,560,270**
9500 - Miscellaneous	$20,000	$0	$0	$0	$0	$0	$0	**$20,000**
Total	**$4,835,665**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$4,835,665**

Funding Sources

FY2027 Budget	Total Budget (all years)	Project Total (to date)
$0	**$0**	**$4.84M**

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
1001 - General Fund	$1,000,000	$0	$0	$0	$0	$0	$0	**$1,000,000**
4100 - Public Facility Fees	$1,745,665	$0	$0	$0	$0	$0	$0	**$1,745,665**
6205 - Internal Service Fund - Facilities Replacement	$2,090,000	$0	$0	$0	$0	$0	$0	**$2,090,000**
Total	**$4,835,665**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$4,835,665**

Project Timeline

- **07/1/2025**

  The project planning and preliminary design began in 2023 and schematic design began in 2024 but was paused to accommodate the Exterior Improvement Project.

- **07/1/2026**

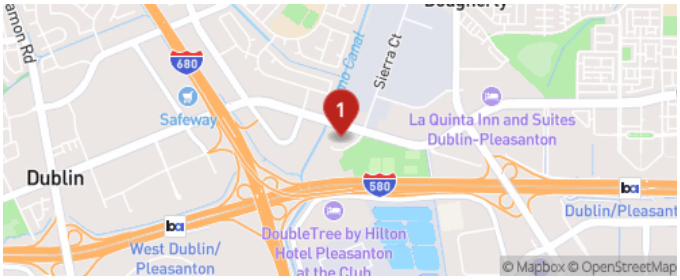
  The project design is anticipated to resume in 2026 with construction anticipated to begin in 2027.

Municipal Fiber

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Information Technology
Type	Capital Improvement
Project Type	General Improvements
Project Number	GI0323

Project Location



Description

This project provides for the planning, design, and construction to improve and extend the cabling and infrastructure of the existing City fiber optic network. This project also includes laying the foundation for future high-speed networking capability, improving existing networking speeds at City facilities, and improving reliability by interconnecting City facilities from the Civic Center to Heritage Park and Museums, Shannon Community Center, Senior Center, and the Corporation Yard. An approximate 13-mile loop is anticipated to connect these facilities. This project also supports improved traffic operations through faster fiber optic networks that enable smart and adaptive traffic signal software. In addition, it enhances Dublin Police Services' ability and effectiveness in crime prevention by providing faster connections to situational awareness cameras, license plate readers, and video streaming at major intersections. Lastly, this project improves Citywide Wi-Fi access, performance, and security.

Details

Type of Project: New Construction

Capital Cost

FY2027 Budget	Total Budget (all years)	Project Total (to date)
$0	**$0**	**$140K**

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$20,800	$0	$0	$0	$0	$0	$0	**$20,800**
9200 - Contract Services	$119,200	$0	$0	$0	$0	$0	$0	**$119,200**
Total	**$140,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$140,000**

Funding Sources

FY2027 Budget	Total Budget (all years)	Project Total (to date)
$0	**$0**	**$140K**

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
1001 - General Fund	$140,000	$0	$0	$0	$0	$0	$0	**$140,000**
Total	**$140,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$140,000**

Project Timeline

- **07/1/2025**

  The preliminary planning phase began in 2022 with identifying the locations citywide of existing infrastructure. In fall 2025, a Request for Proposals was issued for consulting services for the development of a five-year fiber optic master plan and feasibility study to assess the existing City network infrastructure and the required build out.

- **07/1/2026**

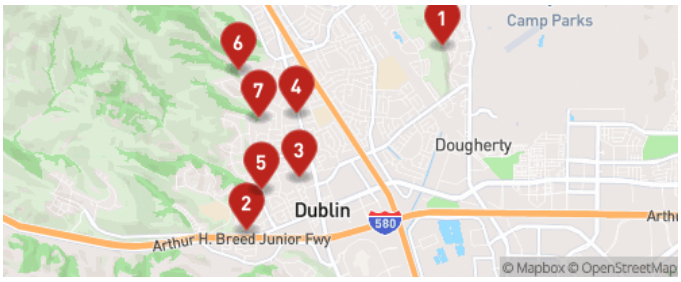
  The master plan is currently underway and is anticipated to be complete in 2027.

Resiliency and Disaster Preparedness Improvements

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Public Works
Type	Capital Improvement
Project Type	General Improvements
Project Number	GI0221

Project Location



Description

This project provides for the planning, design, environmental permitting, if necessary, and construction to make repairs at various sites citywide that experienced damage and impacts by the late 2022 and early 2023 storms. The following locations and types of repairs have been identified:

- Dougherty Hills Open Space, Crossridge Road Trailhead – slide repair
- Dublin Boulevard, between Inspiration Drive and Silvergate Drive – slide repair
- Mape Memorial Park – Pathway Relocation
- Koopman Canyon Creek at Shannon Community Center/San Ramon Road – channel and culvert improvements
- Martin Canyon Creek at Silvergate Drive – channel improvements
- Koopman Canyon Creek at Fenwick Court – trash rack repair and channel improvements
- Clark Canyon Creek at Padre Way – track rack repair and channel improvements

The City has applied for grants for this project through the Federal Emergency Management Agency (FEMA) and California Office of Emergency Services (CalOES).

Details

Type of Project: Replacement

Capital Cost

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$3.41M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$129,189	$0	$0	$0	$0	$0	$0	**$129,189**
9200 - Contract Services	$800,000	$0	$0	$0	$0	$0	$0	**$800,000**
9400 - Repairs/Improvements	$2,485,000	$0	$0	$0	$0	$0	$0	**$2,485,000**
Total	**$3,414,189**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$3,414,189**

Funding Sources

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$3.41M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
1001 - General Fund	$3,414,189	$0	$0	$0	$0	$0	$0	**$3,414,189**
Total	**$3,414,189**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$3,414,189**

Project Timeline

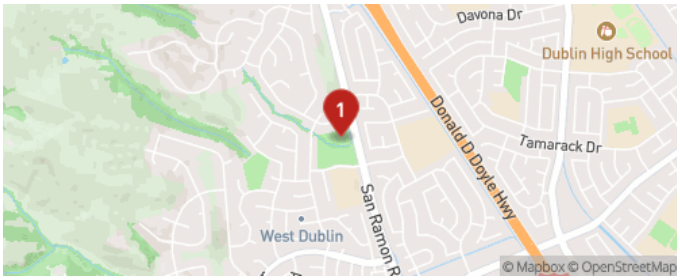
- **01/17/2023**
  The clean-up effort immediately following the storm events was completed and the preliminary engineering for the permanent repair began in 2023. The project preliminary engineering, design, and construction phases were underway.
- **07/1/2025**
  The slide repair projects and Mape Memorial Park pathway relocation were completed.
- **07/1/2026**
  The remaining projects are currently in various stages of design and permitting, with construction expected to begin in 2027 pending resource agency permit approvals.

Shannon Community Center Play Yard

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Parks & Community Srvcs
Type	Capital Improvement
Project Type	General Improvements
Project Number	GI0004

Project Location



Description

This project provides for the design and construction to replace the poured-in-place safety surfacing at the playground at the Shannon Community Center Preschool. The surfacing will create a modern, safe, and stimulating environment that aligns with the evolving needs of our community's preschool-aged children.

Details

Type of Project: Replacement

Capital Cost

FY2027 Budget
$0

Total Budget (all years)
$200K

Project Total
$200K

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$0	$0	$0	$15,000	$0	$0	$0	**$15,000**
9200 - Contract Services	$0	$0	$0	$55,000	$0	$0	$0	**$55,000**
9400 - Repairs/Improvements	$0	$0	$0	$130,000	$0	$0	$0	**$130,000**
Total	**$0**	**$0**	**$0**	**$200,000**	**$0**	**$0**	**$0**	**$200,000**

Funding Sources

FY2027 Budget
$0

Total Budget (all years)
$200K

Project Total
$200K

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
6205 - Internal Service Fund - Facilities Replacement	$0	$0	$0	$200,000	$0	$0	$0	**$200,000**
Total	**$0**	**$0**	**$0**	**$200,000**	**$0**	**$0**	**$0**	**$200,000**

Project Timeline

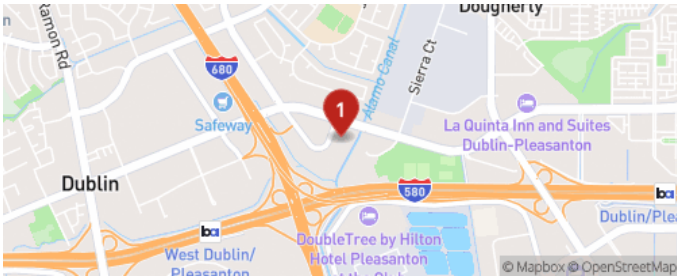
- **07/1/2026**
  This project is anticipated to begin in 2029.

Situational Awareness Camera Program

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Police
Type	Capital Improvement
Project Type	General Improvements
Project Number	GI0523

Project Location



Description

This project provides for 40 situational awareness cameras at 10 locations to cover known gaps citywide. These cameras will be strategically located along major corridors and arteries to maximize observation of Dublin's many entrance and exit points. These cameras will be valuable technological resources that assist in criminal investigations and the apprehension of law violators within the city.

Details

Type of Project: Other

Capital Cost

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$585K

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$7,072	$0	$0	$0	$0	$0	$0	**$7,072**
9200 - Contract Services	$44,928	$0	$0	$0	$0	$0	$0	**$44,928**
9400 - Repairs/Improvements	$533,000	$0	$0	$0	$0	$0	$0	**$533,000**
Total	**$585,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$585,000**

Funding Sources

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$585K

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
1001 - General Fund	$585,000	$0	$0	$0	$0	$0	$0	**$585,000**
Total	**$585,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$585,000**

Project Timeline

- **07/1/2025**

  The project was in various stages of design and implementation.

- **07/1/2026**

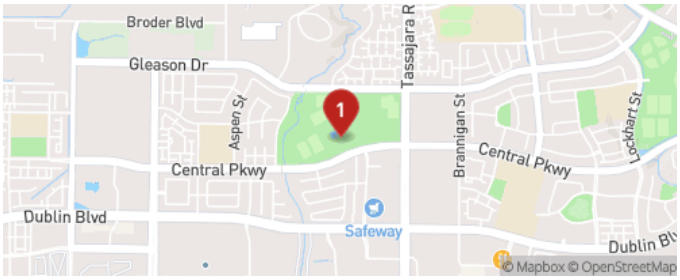
  The project is anticipated to be complete in summer 2026.

The Wave Pool Replastering

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Parks & Community Srvcs
Type	Capital Improvement
Project Type	General Improvements
Project Number	GI0006

Project Location



Description

This project provides for the design and construction to replace the pool plaster and resurface portions of the pool decks of the Indoor Pool, Outdoor Sport Pool, and Aquatic Play Structure at The Wave.

Details

Type of Project: Replacement

Capital Cost

FY2027 Budget
$500K

Total Budget (all years)
$2M

Project Total
$2M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$0	$70,000	$0	$70,000	$0	$0	$0	**$140,000**
9200 - Contract Services	$0	$430,000	$0	$120,000	$0	$0	$0	**$550,000**
9400 - Repairs/Improvements	$0	$0	$0	$1,310,000	$0	$0	$0	**$1,310,000**
Total	**$0**	**$500,000**	**$0**	**$1,500,000**	**$0**	**$0**	**$0**	**$2,000,000**

Funding Sources

FY2027 Budget
$500K

Total Budget (all years)
$2M

Project Total
$2M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
1001 - General Fund	$0	$0	$0	$0	$0	$0	$0	**$0**
6205 - Internal Service Fund - Facilities Replacement	$0	$500,000	$0	$1,500,000	$0	$0	$0	**$2,000,000**
Total	**$0**	**$500,000**	**$0**	**$1,500,000**	**$0**	**$0**	**$0**	**$2,000,000**

Project Timeline

- **07/1/2026**
  This project is anticipated to begin in 2027.

Waste Enclosures Upgrades

Overview

Request Owner Michael Boitnott, Capital Improvement Program Manager

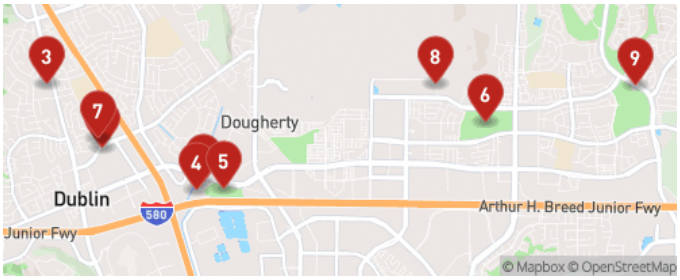
Department Public Works

Type Capital Improvement

Project Type General Improvements

Project Number GI0425

Project Location



Description

This project provides for the design and construction to replace or upgrade waste enclosures at various City facilities. The first location to be upgraded will be at the Civic Center, serving City Hall and the Dublin Arts Center. Other locations for future upgrades include the Senior Center, Shannon Community Center, Library, Dublin Sports Grounds, Emerald Glen Park, and Fire Stations 16, 17, and 18.

Details

Type of Project: New Construction

Capital Cost

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$3.13M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$23,000	$0	$0	$0	$0	$0	$200,000	**$223,000**
9200 - Contract Services	$89,000	$0	$0	$0	$0	$0	$760,000	**$849,000**
9400 - Repairs/Improvements	$213,000	$0	$0	$0	$0	$0	$1,840,000	**$2,053,000**
Total	**$325,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$2,800,000**	**$3,125,000**

Funding Sources

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$3.13M

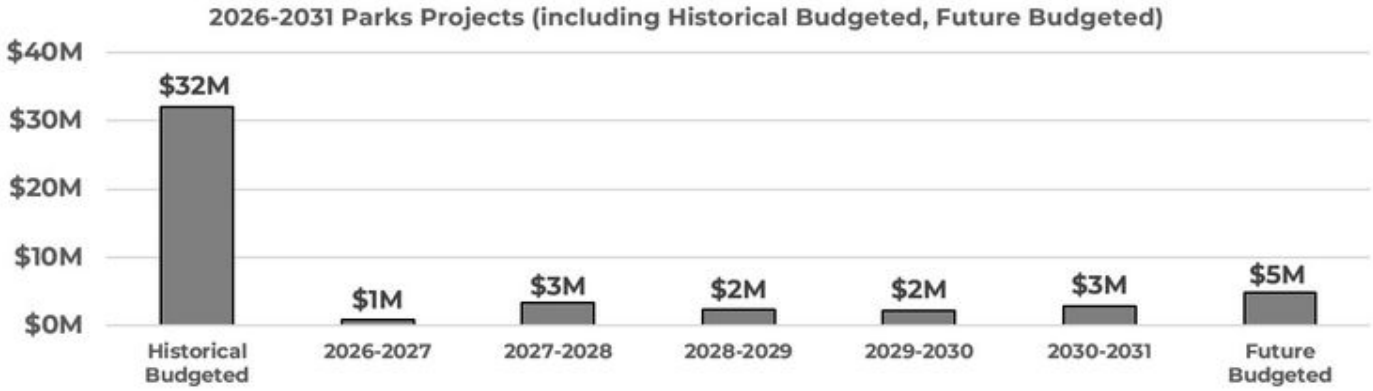
Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
1001 - General Fund	$131,124	$0	$0	$0	$0	$0	$2,800,000	**$2,931,124**
2921 - State Grants - General	$193,876	$0	$0	$0	$0	$0	$0	**$193,876**
Total	**$325,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$2,800,000**	**$3,125,000**

Project Timeline

- **07/1/2025**
  The project design was complete.
- **07/1/2026**
  The project permitting for the Civic Center is underway and construction is anticipated to be complete late 2026.

Parks



2026-2031 CAPITAL IMPROVEMENT PROGRAM - PARKS									
PROJECT NUMBER & DESCRIPTION		HISTORICAL BUDGETED	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	FUTURE BUDGETED	TOTAL
PK0122	Alamo Creek Park and Assessment District - Fence Replacement	$850,000	$0	$0	$0	$0	$0	$0	$850,000
PK0221	Downtown Dublin Town Square Park	$111,565	$0	$0	$0	$0	$0	$4,500,000	$4,611,565
PK0002	Dublin Sports Grounds Rehabilitation	$0	$0	$0	$150,000	$600,000	$2,900,000	$0	$3,650,000
PKNEW01	Emerald Glen Ball Field Renovation	$0	$400,000	$0	$0	$0	$0	$0	$400,000
PK0003	Fallon Sports Park - Artificial Turf Field Replacement	$0	$0	$0	$2,250,000	$0	$0	$0	$2,250,000
PK0225	Fallon Sports Park Baseball Field G Upgrades	$400,000	$0	$0	$0	$0	$0	$0	$400,000
PK0322	Forest Park	$3,538,947	$0	$0	$0	$0	$0	$0	$3,538,947
PK0422	Iron Horse Nature Park and Open Space	$9,391,246	$0	$2,778,654	$0	$0	$0	$0	$12,169,900
PK0224	Kolb Park Renovation	$2,425,000	$0	$0	$0	$1,050,000	$0	$0	$3,475,000
PK0124	Parks Playground Replacement	$1,109,560	$0	$0	$0	$0	$0	$0	$1,109,560
PK0321	Restrooms Replacement	$1,475,000	$500,000	$0	$0	$0	$0	$0	$1,975,000
PK0126	Sports Courts Resurfacing	$600,000	$0	$500,000	$0	$600,000	$0	$400,000	$2,100,000
PK0125	Sunday School Barn Flooring	$385,000	$0	$0	$0	$0	$0	$0	$385,000
PK0421	Wallis Ranch Community Park	$11,760,000	$0	$0	$0	$0	$0	$0	$11,760,000
TOTAL COSTS		**$ 32,046,318**	**$900,000**	**$3,278,654**	**$2,400,000**	**$2,250,000**	**$2,900,000**	**$4,900,000**	**$48,674,972**

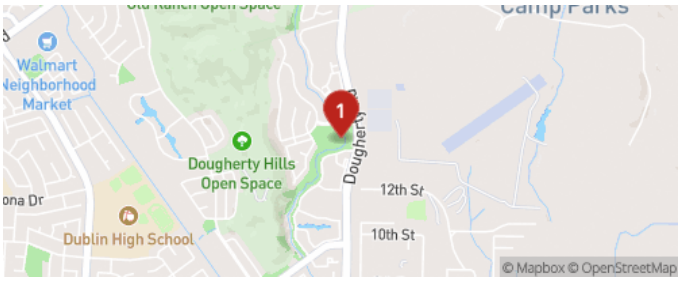
FINANCING - PARKS									
FINANCING		HISTORICAL BUDGETED	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	FUTURE BUDGETED	TOTAL
1001	General Fund	$6,792,925	$900,000	$0	$0	$0	$0	$0	$7,692,925
2214	Measure BB Sales Tax - Local Streets Fund (Alameda CTC)	$40,000	$0	$0	$0	$0	$0	$0	$40,000
2215	Measure BB Sales Tax - Bike & Ped. Fund (Alameda CTC)	$250,000	$0	$0	$0	$0	$0	$0	$250,000
2403	State Park Grant	$2,294,000	$0	$0	$0	$0	$0	$0	$2,294,000
2703	Landscape District Dougherty 1986-1	$400,000	$0	$0	$0	$0	$0	$0	$400,000
4100	Public Facility Fees	$21,669,393	$0	$0	$0	$0	$0	$4,500,000	$26,169,393
6205	Internal Service Fund - Facilities Replacement	$600,000	$0	$500,000	$2,400,000	$1,200,000	$2,900,000	$400,000	$8,000,000
9998	Unidentified	$0	$0	$2,778,654	$0	$1,050,000	$0	$0	$3,828,654
FINANCING TOTAL		**$ 32,046,318**	**$900,000**	**$3,278,654**	**$2,400,000**	**$2,250,000**	**$2,900,000**	**$4,900,000**	**$48,674,972**

Alamo Creek Park and Assessment District - Fence Replacement

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Parks & Community Srvcs
Type	Capital Improvement
Project Type	Parks
Project Number	PK0122

Project Location



Description

This project provides for the design and construction to replace fencing at Alamo Creek Park and to replace and repair of fencing along Alamo Creek within the Dougherty Road Landscape and Lighting District No. 1986-1. Most of the existing tubular steel fencing has reached the end of its service life and needs to be replaced or repaired. In addition, the project will evaluate, repair, and repaint the park fencing and the existing decorative concrete masonry walls within the park, as needed.

The project also evaluates for select replacement or repair of the tubular steel fencing along Fall Creek Road, Wildwood Road, and Willow Creek Drive that is maintained by the Landscape and Lighting District No. 1986-1. The project funding for this portion is provided from funding reserves that were collected from Landscape and Lighting District No. 1986-1.

Details

Type of Project: Replacement

Capital Cost

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$850K

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$41,600	$0	$0	$0	$0	$0	$0	**$41,600**
9200 - Contract Services	$53,751	$0	$0	$0	$0	$0	$0	**$53,751**
9300 - Land/Right-of-way	$747,500	$0	$0	$0	$0	$0	$0	**$747,500**
9400 - Improvements	$7,149	$0	$0	$0	$0	$0	$0	**$7,149**
Total	**$850,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$850,000**

Funding Sources

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$850K

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
1001 - General Fund	$450,000	$0	$0	$0	$0	$0	$0	**$450,000**
2703 - Landscape District Dougherty 1986-1	$400,000	$0	$0	$0	$0	$0	$0	**$400,000**
Total	**$850,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$850,000**

Project Timeline

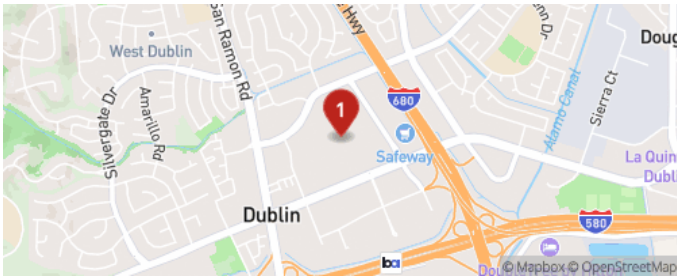
- **07/1/2025**
  Project design began.
- **07/1/2026**
  The project required right-of-way modifications to complete the design, which is now complete, and construction is anticipated to begin in 2026.

Downtown Dublin Town Square Park

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Parks & Community Srvcs
Type	Capital Improvement
Project Type	Parks
Project Number	PK0221

Project Location



Description

This project provides for the planning, design, and construction of a new town square, in accordance with the main principles of the Downtown Dublin Preferred Vision approved by the City Council on November 5, 2019. The town square is envisioned to be a one-acre park and plaza located one block north of Dublin Boulevard in the Dublin Place shopping center along the proposed extension of Golden Gate Drive. The town square will serve as Downtown Dublin's gathering place, which may include a market promenade, outdoor dining, and event space.

Possible future funding sources are development impact fees, community facilities district financing, or other assessment district funding.

Details

Type of Project: New Construction

Capital Cost

FY2027 Budget	Total Budget (all years)	Project Total (to date)
$0	**$0**	**$4.61M**

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$36,565	$0	$0	$0	$0	$0	$110,000	**$146,565**
9200 - Contract Services	$75,000	$0	$0	$0	$0	$0	$550,000	**$625,000**
9300 - Land/Right-of-way	$0	$0	$0	$0	$0	$0	$2,400,000	**$2,400,000**
9400 - Improvements	$0	$0	$0	$0	$0	$0	$1,440,000	**$1,440,000**
Total	**$111,565**	**$0**	**$0**	**$0**	**$0**	**$0**	**$4,500,000**	**$4,611,565**

Funding Sources

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$4.61M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
1001 - General Fund	$111,565	$0	$0	$0	$0	$0	$0	**$111,565**
4100 - Public Facility Fees	$0	$0	$0	$0	$0	$0	$4,500,000	**$4,500,000**
Total	**$111,565**	**$0**	**$0**	**$0**	**$0**	**$0**	**$4,500,000**	**$4,611,565**

Project Timeline

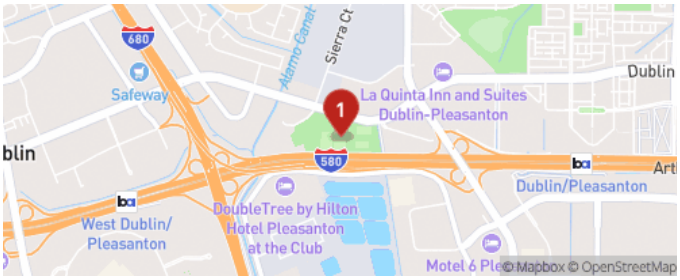
- **07/1/2026**
  Project planning will occur in conjunction with the review of the developer's application.

Dublin Sports Grounds Rehabilitation

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Parks & Community Srvcs
Type	Capital Improvement
Project Type	Parks
Project Number	PK0002

Project Location



Description

This project provides for the design and construction to renovate the easterly ball fields at the Dublin Sports Grounds, which may include dugout covers/shelter, fencing, backstops, score booths, and storage at the fields. Additionally, the project includes reconfiguring the dugouts and bullpen openings. The project also includes replacing the westerly restroom and adding concrete walkways.

Details

Type of Project: Refurbishment

Capital Cost

FY2027 Budget	Total Budget (all years)	Project Total
$0	**$3.65M**	**$3.65M**

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$0	$0	$0	$24,960	$24,960	$210,000	$0	**$259,920**
9200 - Contract Services	$0	$0	$0	$125,040	$0	$790,000	$0	**$915,040**
9400 - Improvements	$0	$0	$0	$0	$575,040	$1,900,000	$0	**$2,475,040**
Total	**$0**	**$0**	**$0**	**$150,000**	**$600,000**	**$2,900,000**	**$0**	**$3,650,000**

Funding Sources

FY2027 Budget	Total Budget (all years)	Project Total
$0	**$3.65M**	**$3.65M**

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
6205 - Internal Service Fund - Facilities Replacement	$0	$0	$0	$150,000	$600,000	$2,900,000	$0	**$3,650,000**
Total	**$0**	**$0**	**$0**	**$150,000**	**$600,000**	**$2,900,000**	**$0**	**$3,650,000**

Project Timeline

- **07/1/2026**
  This project is anticipated to begin in 2028.

Emerald Glen Ball Field Renovation

Overview

Request Owner Michael Boitnott, Capital Improvement Program Manager

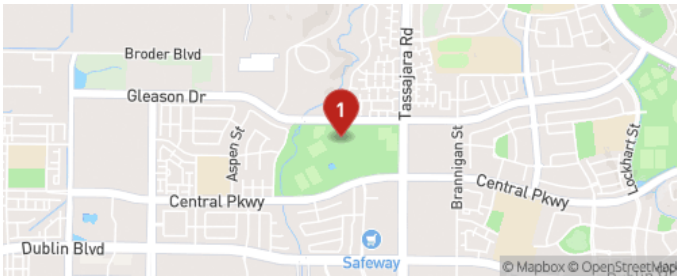
Department Parks & Community Srvcs

Type Capital Improvement

Project Type Parks

Project Number PKNEW01

Project Location



Description

This project provides for the design and construction to enhance Ball Fields A and C at Emerald Glen Park, in coordination with improvements by the Dublin Unified School District (DUSD). DUSD improvements will support the relocation of Dublin Little League from Fallon Sports Park to Emerald Glen Park and allow Emerald High School to use Fallon Sports Park as its primary fields for its baseball and softball programs. In conjunction with DUSD's work, the project includes installing concrete walkways and dugout covers/shelter, as well as replacing the Field A scoreboard.

Details

Type of Project: Replacement

Capital Cost

FY2027 Budget
$400K

Total Budget (all years)
$400K

Project Total
$400K

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$0	$20,000	$0	$0	$0	$0	$0	**$20,000**
9200 - Contract Services	$0	$75,000	$0	$0	$0	$0	$0	**$75,000**
9400 - Improvements	$0	$300,000	$0	$0	$0	$0	$0	**$300,000**
9500 - Miscellaneous	$0	$5,000	$0	$0	$0	$0	$0	**$5,000**
Total	**$0**	**$400,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$400,000**

Funding Sources

FY2027 Budget
$400K

Total Budget (all years)
$400K

Project Total
$400K

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
1001 - General Fund	$0	$400,000	$0	$0	$0	$0	$0	**$400,000**
Total	**$0**	**$400,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$400,000**

Project Timeline

- **07/1/2026**
  The project construction will begin in 2026 through a reimbursement agreement with DUSD.

Fallon Sports Park - Artificial Turf Field Replacement

Overview

Request Owner Michael Boitnott, Capital Improvement Program Manager

Department Parks & Community Srvcs

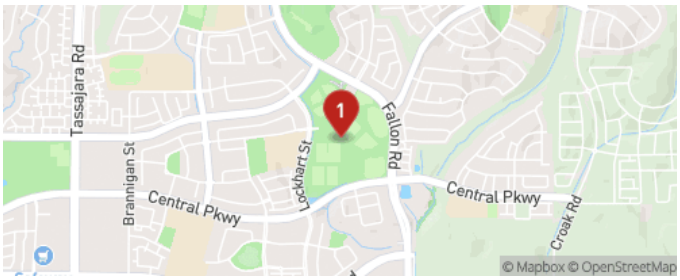
Type Capital Improvement

Project Type Parks

Project Number PK0003

Project Location

Fallon Sports Park



Description

This project provides for the design and construction to replace the four artificial turf sports fields at Fallon Sports Park due to their continued use. The lifespan of artificial turf sports fields can vary depending on factors such as the quality of the turf, the level of usage, maintenance practices, and environmental conditions.

Details

Type of Project: Replacement

Capital Cost

FY2027 Budget
$0

Total Budget (all years)
$2.25M

Project Total
$2.25M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$0	$0	$0	$100,000	$0	$0	$0	**$100,000**
9200 - Contract Services	$0	$0	$0	$600,000	$0	$0	$0	**$600,000**
9400 - Improvements	$0	$0	$0	$1,550,000	$0	$0	$0	**$1,550,000**
Total	**$0**	**$0**	**$0**	**$2,250,000**	**$0**	**$0**	**$0**	**$2,250,000**

Funding Sources

FY2027 Budget	Total Budget (all years)	Project Total
$0	**$2.25M**	**$2.25M**

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
6205 - Internal Service Fund - Facilities Replacement	$0	$0	$0	$2,250,000	$0	$0	$0	**$2,250,000**
Total	**$0**	**$0**	**$0**	**$2,250,000**	**$0**	**$0**	**$0**	**$2,250,000**

Project Timeline

- **07/1/2026**

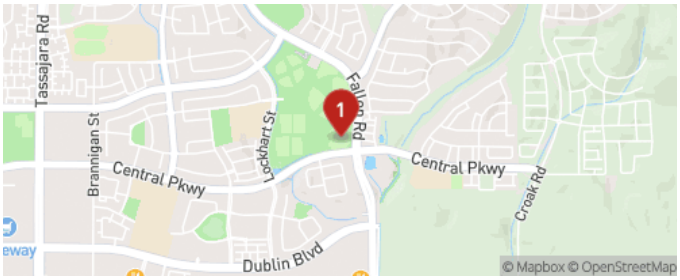
  This project is anticipated to begin in 2028.

Fallon Sports Park Baseball Field G Upgrades

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Parks & Community Srvcs
Type	Capital Improvement
Project Type	Parks
Project Number	PK0225

Project Location



Description

This project provides for the planning, design, and construction of various improvements, including installation of a lighted 60-foot flagpole at the southwest corner of the baseball diamond, field fence screening/padding, a Wi-Fi system (to facilitate streaming games), bleachers/seating for 150–250 people, a new scoreboard at a new location, and storage at Fallon Sport Park Field G.

Details

Type of Project: New Construction

Capital Cost

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$400K

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$15,000	$0	$0	$0	$0	$0	$0	**$15,000**
9200 - Contract Services	$100,000	$0	$0	$0	$0	$0	$0	**$100,000**
9400 - Improvements	$282,500	$0	$0	$0	$0	$0	$0	**$282,500**
9500 - Miscellaneous	$2,500	$0	$0	$0	$0	$0	$0	**$2,500**
Total	**$400,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$400,000**

Funding Sources

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$400K

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
1001 - General Fund	$400,000	$0	$0	$0	$0	$0	$0	**$400,000**
Total	**$400,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$400,000**

Project Timeline

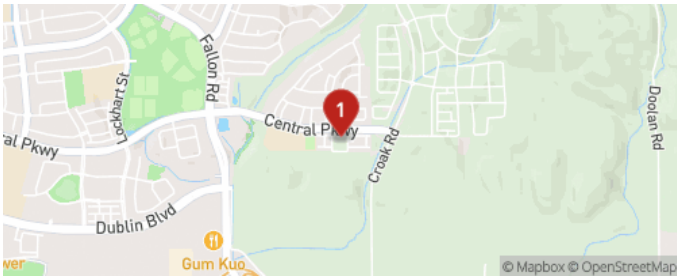
- **02/4/2025**
  The City Council directed Staff to begin work on the project.
- **07/1/2025**
  The project completed the installation of the flagpole, Wi-Fi, and fence screening and began the planning phase for the bleachers.
- **07/1/2026**
  The project continues to prepare for the installation of bleachers, which are anticipated to be complete in 2026. The new scoreboard is anticipated to be complete in 2027.

Forest Park

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Parks & Community Srvcs
Type	Capital Improvement
Project Type	Parks
Project Number	PK0322

Project Location



Description

This project provides for the planning, design, and construction of a 2.0-acre neighborhood square in the Jordan Ranch Development. The neighborhood square will be designed in accordance with the Neighborhood Square Standards within the Parks and Recreation Master Plan.

Details

Type of Project: New Construction

Capital Cost

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$3.54M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$117,578	$0	$0	$0	$0	$0	$0	**$117,578**
9200 - Contract Services	$518,940	$0	$0	$0	$0	$0	$0	**$518,940**
9400 - Improvements	$2,619,749	$0	$0	$0	$0	$0	$0	**$2,619,749**
9500 - Miscellaneous	$282,680	$0	$0	$0	$0	$0	$0	**$282,680**
Total	**$3,538,947**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$3,538,947**

Funding Sources

FY2027 Budget	Total Budget (all years)	Project Total (to date)
$0	**$0**	**$3.54M**

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
1001 - General Fund	$350,000	$0	$0	$0	$0	$0	$0	**$350,000**
2214 - Measure BB Sales Tax - Local Streets Fund (Alameda CTC)	$40,000	$0	$0	$0	$0	$0	$0	**$40,000**
2215 - Measure BB Sales Tax - Bike & Ped. Fund (Alameda CTC)	$250,000	$0	$0	$0	$0	$0	$0	**$250,000**
4100 - Public Facility Fees	$2,898,947	$0	$0	$0	$0	$0	$0	**$2,898,947**
Total	**$3,538,947**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$3,538,947**

Project Timeline

- **07/1/2024**

  The project planning, conceptual plan, and design were completed.

- **07/1/2025**

  The project was in construction.

- **07/1/2026**

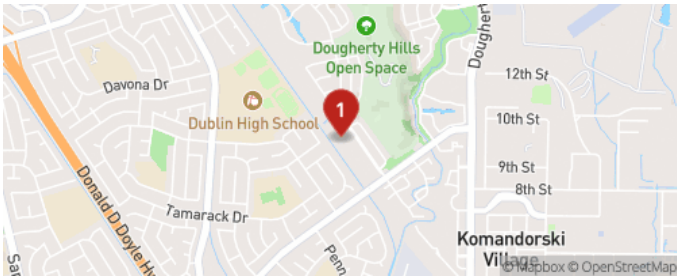
  The project was substantially complete, and the park was dedicated on December 13, 2025. The project continues to convert the irrigation to recycled water and is anticipated to be complete by the end of 2026.

Iron Horse Nature Park and Open Space

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Parks & Community Srvcs
Type	Capital Improvement
Project Type	Parks
Project Number	PK0422

Project Location



Description

This project provides for the planning, design, and construction of 12.13 acres of a nature park and open space adjacent to the Iron Horse Regional Trail, from the Dublin/San Ramon city limit to the confluence of Alamo and South San Ramon Creeks, that may be developed in partnership with Alameda County Flood Control and Water Conservation District (Zone 7 Water Agency). The park size could increase to over 20 acres of usable parkland when combined with adjacent Zone 7 Water Agency property. The park will be designed in accordance with the Iron Horse Nature Park and Open Space Master Plan approved by the City Council in October 2013. The City has already acquired 12.13 acres and the balance of the parkland would be accessible through an easement and operational agreement with Zone 7. The City will continue to pursue the acquisition of the Alameda County portion of the Iron Horse Regional Trail corridor to add to the City's portion of the parkland.

In addition to the Public Facilities Fee, possible funding sources are additional statewide grants or federal grants for projects that provide non-motorized infrastructure and enhancements that promote new or alternate access to parks, waterways, outdoor recreational pursuits, and forested or other natural environments to encourage health-related active transportation and opportunities for residents and trail users to reconnect with nature, such as Active Transportation Program grants or Proposition 68.

Details

Type of Project: New Construction

Capital Cost

FY2027 Budget
$0

Total Budget (all years)
$2.78M

Project Total (to date)
$12.2M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$262,247	$0	$0	$0	$0	$0	$0	**$262,247**
9200 - Contract Services	$2,577,731	$0	$0	$0	$0	$0	$0	**$2,577,731**
9400 - Improvements	$5,930,768	$0	$2,778,654	$0	$0	$0	$0	**$8,709,422**
9500 - Miscellaneous	$620,500	$0	$0	$0	$0	$0	$0	**$620,500**
Total	**$9,391,246**	**$0**	**$2,778,654**	**$0**	**$0**	**$0**	**$0**	**$12,169,900**

Funding Sources

FY2027 Budget	Total Budget (all years)	Project Total (to date)
$0	**$2.78M**	**$12.2M**

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
1001 - General Fund	$86,800	$0	$0	$0	$0	$0	$0	**$86,800**
2403 - State Park Grant	$2,294,000	$0	$0	$0	$0	$0	$0	**$2,294,000**
4100 - Public Facility Fees	$7,010,446	$0	$0	$0	$0	$0	$0	**$7,010,446**
9998 - Unidentified	$0	$0	$2,778,654	$0	$0	$0	$0	**$2,778,654**
Total	**$9,391,246**	**$0**	**$2,778,654**	**$0**	**$0**	**$0**	**$0**	**$12,169,900**

Project Timeline

- **07/1/2025**

  The project Phase 1 planning and design were complete and construction began.

- **07/1/2026**

  The Phase 1 segment of the trail and open space was dedicated on January 2026. The design and installation of the permit-required mitigation measures are anticipated to be complete in 2027.

Kolb Park Renovation

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Parks & Community Srvcs
Type	Capital Improvement
Project Type	Parks
Project Number	PK0224

Project Location



Description

This project provides for the planning, design, and construction to renovate the 4.86-acre Kolb Park. The planning phase of the project will evaluate and prioritize the improvements, focusing on the replacement of aging infrastructure and amenities. The improvements will be consistent with the Parks and Recreation Master Plan and may include replacing the play equipment, site furnishings, picnic areas, drinking fountains, tot lot fencing, parcourse equipment station, and signage, refreshing the shade structure, re-leveling the existing pavers and decomposed granite pathways, and refreshing the landscaping. The project also includes evaluating the inclusion of green stormwater infrastructure within the park as a part of the renovation.

Details

Type of Project: Refurbishment

Capital Cost

FY2027 Budget	Total Budget (all years)	Project Total (to date)
$0	**$1.05M**	**$3.48M**

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$49,920	$0	$0	$0	$50,000	$0	$0	**$99,920**
9200 - Contract Services	$500,080	$0	$0	$0	$50,000	$0	$0	**$550,080**
9400 - Improvements	$1,825,000	$0	$0	$0	$950,000	$0	$0	**$2,775,000**
9500 - Miscellaneous	$50,000	$0	$0	$0	$0	$0	$0	**$50,000**
Total	**$2,425,000**	**$0**	**$0**	**$0**	**$1,050,000**	**$0**	**$0**	**$3,475,000**

Funding Sources

FY2027 Budget	Total Budget (all years)	Project Total (to date)
$0	**$1.05M**	**$3.48M**

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
1001 - General Fund	$2,425,000	$0	$0	$0	$0	$0	$0	**$2,425,000**
9998 - Unidentified	$0	$0	$0	$0	$1,050,000	$0	$0	**$1,050,000**
Total	**$2,425,000**	**$0**	**$0**	**$0**	**$1,050,000**	**$0**	**$0**	**$3,475,000**

Project Timeline

- **07/1/2025**

  The project planning phase evaluated and prioritized the improvements, focusing on the replacement of aging infrastructure and amenities.

- **07/1/2026**

  The park has been identified as the site for offsite mitigation requirements generated by the Village Parkway Reconstruction Project. The project design will begin after the permitting process, which is anticipated to be complete in 2028.

Parks Playground Replacement

Overview

Request Owner Michael Boitnott, Capital Improvement Program Manager

Department Parks & Community Srvcs

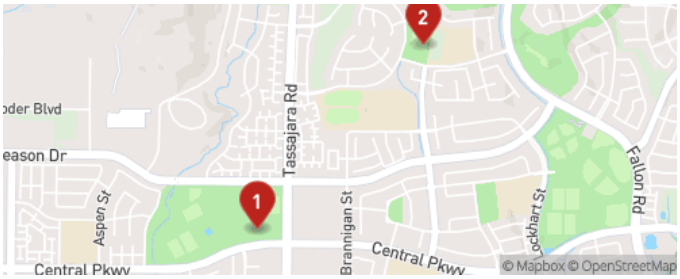
Type Capital Improvement

Project Type Parks

Project Number PK0124

Project Location

Ted Fairfield Park



Description

This project provides for the planning, design, and construction to replace playground equipment at various parks. Annual safety inspections and maintenance records are used to identify equipment in need of replacement, along with consideration of each asset's age and remaining useful life. The first phase of the project includes the Splash Pads at Emerald Glen Park (Ages 5-12) and Ted Fairfield Park (Ages 2-5 and 5-12).

Details

Type of Project: Replacement

Capital Cost

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$1.11M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$118,560	$0	$0	$0	$0	$0	$0	**$118,560**
9200 - Contract Services	$120,000	$0	$0	$0	$0	$0	$0	**$120,000**
9400 - Improvements	$850,000	$0	$0	$0	$0	$0	$0	**$850,000**
9500 - Miscellaneous	$21,000	$0	$0	$0	$0	$0	$0	**$21,000**
Total	**$1,109,560**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,109,560**

Funding Sources

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$1.11M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
1001 - General Fund	$1,109,560	$0	$0	$0	$0	$0	$0	**$1,109,560**
Total	**$1,109,560**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,109,560**

Project Timeline

- **07/1/2026**
  This project is anticipated to begin design in 2027.

Restrooms Replacement

Overview

Request Owner Michael Boitnott, Capital Improvement Program Manager

Department Parks & Community Srvcs

Type Capital Improvement

Project Type Parks

Project Number PK0321

Project Location

Alamo Creek Park



Description

This project provides for the planning, design, and construction to replace the existing restrooms at Kolb Park, Alamo Creek Park, and Mape Memorial Park. The project proposes to demolish and replace the existing restroom buildings with pre-engineered restroom buildings to bring the restrooms up to current accessibility standards and codes.

Details

Type of Project: Replacement

Capital Cost

FY2027 Budget
$500K

Total Budget (all years)
$500K

Project Total (to date)
$1.98M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$50,000	$25,000	$0	$0	$0	$0	$0	**$75,000**
9200 - Contract Services	$209,000	$25,000	$0	$0	$0	$0	$0	**$234,000**
9400 - Improvements	$1,207,000	$450,000	$0	$0	$0	$0	$0	**$1,657,000**
9500 - Miscellaneous	$9,000	$0	$0	$0	$0	$0	$0	**$9,000**
Total	**$1,475,000**	**$500,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,975,000**

Funding Sources

FY2027 Budget
$500K

Total Budget (all years)
$500K

Project Total (to date)
$1.98M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
1001 - General Fund	$1,475,000	$500,000	$0	$0	$0	$0	$0	**$1,975,000**
Total	**$1,475,000**	**$500,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,975,000**

Project Timeline

- **07/1/2025**

  The project was in design.

- **07/1/2026**

  The project design and permitting continues and construction is anticipated in 2027.

Sports Courts Resurfacing

Overview

Request Owner Michael Boitnott, Capital Improvement Program Manager

Department Parks & Community Srvcs

Type Capital Improvement

Project Type Parks

Project Number PK0126

Project Location



Description

This project provides for the design and construction to resurface the tennis and basketball courts at Emerald Glen Park and Fallon Sports Park. Tennis courts generally have a seven-to-ten-year useful life prior to needing to be resurfaced. The resurfacing of the courts at Emerald Glen Park will occur first, followed by those at Fallon Sports Park.

Details

Type of Project: Refurbishment

Capital Cost

FY2027 Budget
$0

Total Budget (all years)
$1.1M

Project Total (to date)
$2.1M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$40,000	$0	$35,000	$0	$40,000	$0	$30,000	**$145,000**
9200 - Contract Services	$160,000	$0	$135,000	$0	$160,000	$0	$115,000	**$570,000**
9400 - Improvements	$400,000	$0	$330,000	$0	$400,000	$0	$255,000	**$1,385,000**
Total	**$600,000**	**$0**	**$500,000**	**$0**	**$600,000**	**$0**	**$400,000**	**$2,100,000**

Funding Sources

FY2027 Budget
$0

Total Budget (all years)
$1.1M

Project Total (to date)
$2.1M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
6205 - Internal Service Fund - Facilities Replacement	$600,000	$0	$500,000	$0	$600,000	$0	$400,000	**$2,100,000**
Total	**$600,000**	**$0**	**$500,000**	**$0**	**$600,000**	**$0**	**$400,000**	**$2,100,000**

Project Timeline

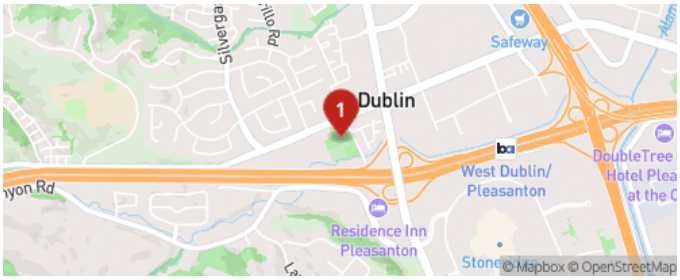
- **07/1/2026**
  This project is anticipated to begin design in 2027.

Sunday School Barn Flooring

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Parks & Community Srvcs
Type	Capital Improvement
Project Type	Parks
Project Number	PK0125

Project Location



Description

This project provides for the design and construction to renovate the existing wood floor inside the Sunday School Barn at Heritage Park. The original wood floors are not adequate for the types and frequency of use that the building is experiencing. The project also includes preserving the look and historic fabric of the original wood that is believed to be from the late 1800s while ensuring the structural integrity and finish of the floor are adequate for the current and planned uses of the barn.

Details

Type of Project: Refurbishment

Capital Cost

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$385K

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$49,920	$0	$0	$0	$0	$0	$0	**$49,920**
9200 - Contract Services	$125,080	$0	$0	$0	$0	$0	$0	**$125,080**
9400 - Improvements	$200,000	$0	$0	$0	$0	$0	$0	**$200,000**
9500 - Miscellaneous	$10,000	$0	$0	$0	$0	$0	$0	**$10,000**
Total	**$385,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$385,000**

Funding Sources

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$385K

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
1001 - General Fund	$385,000	$0	$0	$0	$0	$0	$0	**$385,000**
Total	**$385,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$385,000**

Project Timeline

- **07/1/2026**
  This project is anticipated to begin design in 2026.

Wallis Ranch Community Park

Overview

Request Owner Michael Boitnott, Capital Improvement Program Manager

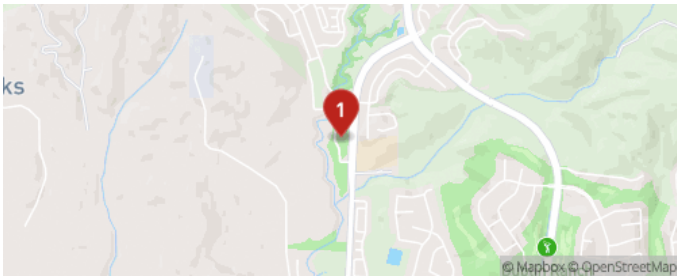
Department Parks & Community Srvcs

Type Capital Improvement

Project Type Parks

Project Number PK0421

Project Location



Description

This project provides for the planning, design, and construction of a community park in the Wallis Ranch Development and will be designed to the Community Park Standards contained in the Parks and Recreation Master Plan. The park consists of three separate parcels totaling 8.85 acres with amenities including play areas, picnic facilities, turf area, lighted tennis, pickle ball, and basketball facilities, natural areas, restrooms, pathways, lighting, dog park, irrigation, and landscaping.

Details

Type of Project: New Construction

Capital Cost

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$11.8M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$192,202	$0	$0	$0	$0	$0	$0	**$192,202**
9200 - Contract Services	$1,356,421	$0	$0	$0	$0	$0	$0	**$1,356,421**
9400 - Improvements	$9,224,172	$0	$0	$0	$0	$0	$0	**$9,224,172**
9500 - Miscellaneous	$987,205	$0	$0	$0	$0	$0	$0	**$987,205**
Total	**$11,760,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$11,760,000**

Funding Sources

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$11.8M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
1001 - General Fund	$0	$0	$0	$0	$0	$0	$0	**$0**
4100 - Public Facility Fees	$11,760,000	$0	$0	$0	$0	$0	$0	**$11,760,000**
Total	**$11,760,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$11,760,000**

Project Timeline

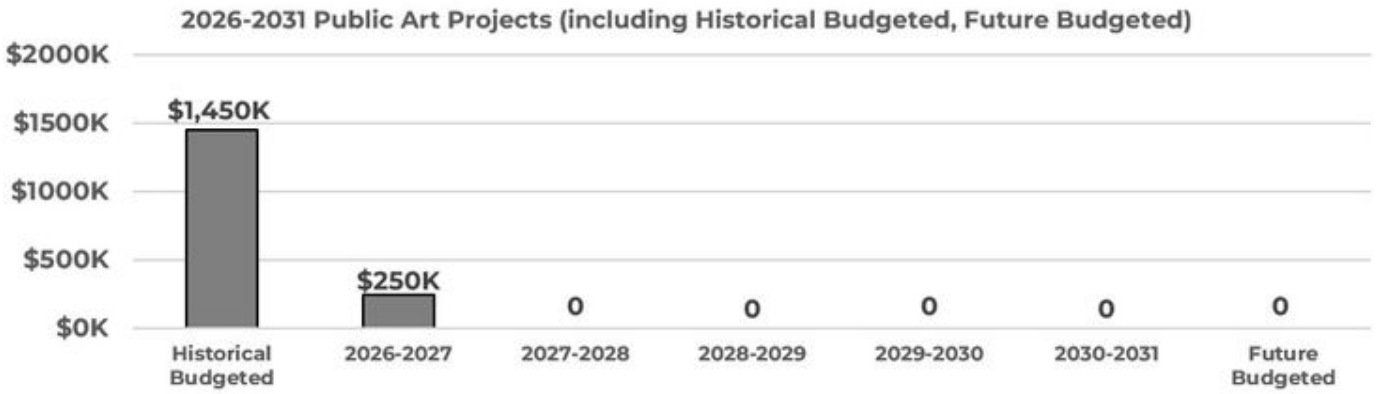
- **07/1/2025**

  The project was in construction.

- **07/1/2026**

  The project is substantially complete and the park was dedicated in August 2025. Final project work continues with the conversion of the upper park's irrigation to recycled water and is anticipated to be completed by the end of 2026.

Public Art



2026-2031 CAPITAL IMPROVEMENT PROGRAM - PUBLIC ART									
PROJECT NUMBER & DESCRIPTION		HISTORICAL BUDGETED	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	FUTURE BUDGETED	TOTAL
PA0123	Downtown Dublin	$1,250,000	$250,000	$0	$0	$0	$0	$0	$1,500,000
PA0125	Outdoor Murals	$200,000	$0	$0	$0	$0	$0	$0	$200,000
TOTAL COSTS		**$ 1,450,000**	**$250,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,700,000**

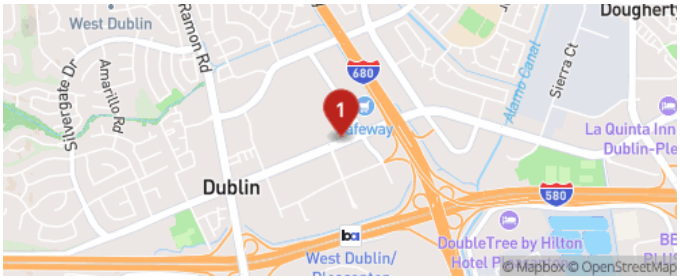
FINANCING - PUBLIC ART									
FINANCING		HISTORICAL BUDGETED	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	FUTURE BUDGETED	TOTAL
2801	Public Art Fund	$1,450,000	$250,000	$0	$0	$0	$0	$0	$1,700,000
TOTAL FINANCING		**$ 1,450,000**	**$250,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,700,000**

Downtown Dublin

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Parks & Community Srvcs
Type	Capital Improvement
Project Type	Public Art
Project Number	PA0123

Project Location



Description

This project provides for public art commissions in Downtown Dublin, which includes a comprehensive review of existing Downtown Dublin planning documents and the Public Art Master Plan, as well as the development of a guide for public art in the Downtown.

Details

Type of Project: New Construction

Capital Cost

FY2027 Budget
$250K

Total Budget (all years)
$250K

Project Total (to date)
$1.5M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits - Planning	$24,960	$0	$0	$0	$0	$0	$0	**$24,960**
9200 - Contract Services - Engineering/Architecture	$75,040	$0	$0	$0	$0	$0	$0	**$75,040**
9400 - Repairs/Improvements	$900,000	$250,000	$0	$0	$0	$0	$0	**$1,150,000**
9500 - Miscellaneous	$250,000	$0	$0	$0	$0	$0	$0	**$250,000**
Total	**$1,250,000**	**$250,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,500,000**

Funding Sources

FY2027 Budget
$250K

Total Budget (all years)
$250K

Project Total (to date)
$1.5M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
2801 - Public Art Fund	$1,250,000	$250,000	$0	$0	$0	$0	$0	**$1,500,000**
Total	**$1,250,000**	**$250,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,500,000**

Project Timeline

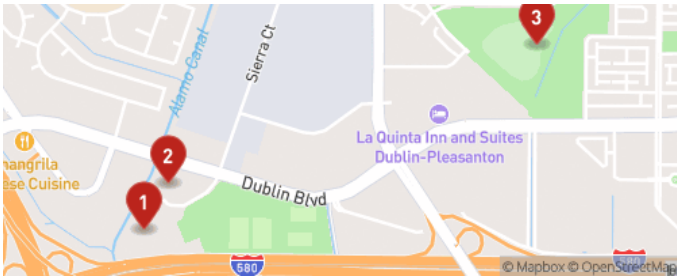
- **07/1/2025**
  The project planning phase began in 2025.
- **07/1/2026**
  The project planning phase continues concurrently with the Downtown development.

Outdoor Murals

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Parks & Community Srvcs
Type	Capital Improvement
Project Type	Public Art
Project Number	PA0125

Project Location



Description

This project provides for painting of Public Art Murals at sites including generator enclosures at the Civic Center Library, Don Biddle Community Park, and the Dublin Arts Center, as well as utility enclosures and other public facilities. The exact locations will be identified and reviewed by the Heritage and Cultural Arts Commission, and will require approval by the City Council.

Details

Type of Project: New Construction

Capital Cost

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$200K

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits - Planning	$15,000	$0	$0	$0	$0	$0	$0	**$15,000**
9400 - Repairs/Improvements	$150,000	$0	$0	$0	$0	$0	$0	**$150,000**
9500 - Miscellaneous	$35,000	$0	$0	$0	$0	$0	$0	**$35,000**
Total	**$200,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$200,000**

Funding Sources

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$200K

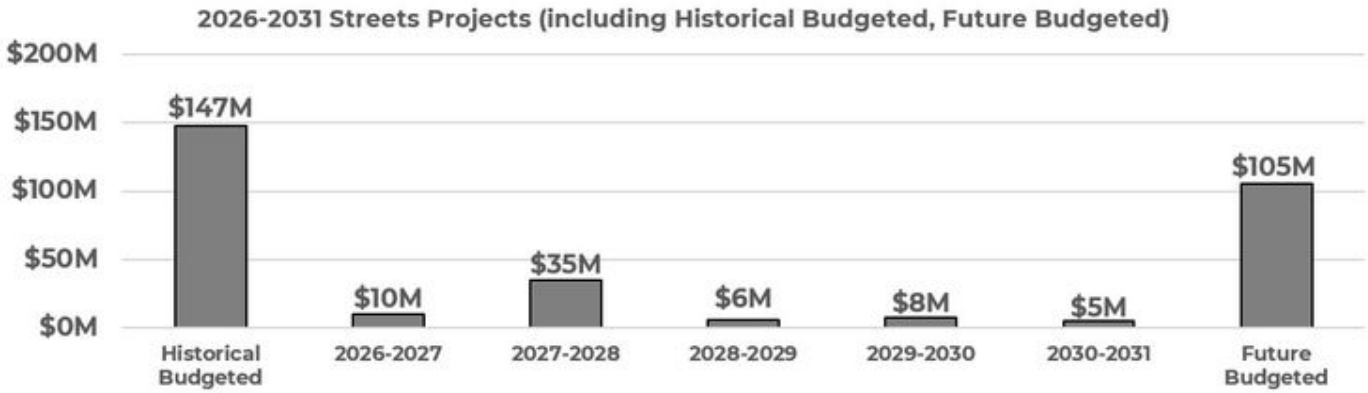
Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
2801 - Public Art Fund	$200,000	$0	$0	$0	$0	$0	$0	**$200,000**
Total	**$200,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$200,000**

Project Timeline

- **07/1/2025**
  This project was in the planning stages with a future mural on the generator enclosure adjacent to the Civic Center Library while artist and artwork selection was complete.
- **07/1/2026**
  The project painting of the mural adjacent to the Civic Center Library is anticipated to be complete in 2026.

Streets



2026-2031 CAPITAL IMPROVEMENT PROGRAM - STREETS									
PROJECT NUMBER & DESCRIPTION		HISTORICAL BUDGETED	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	FUTURE BUDGETED	TOTAL
ST0815	Amador Plaza Road Bicycle and Pedestrian Improvements	$1,413,649	$0	$0	$0	$0	$0	$0	$1,413,649
ST0117	Annual Street Resurfacing	$26,033,862	$3,100,000	$4,500,000	$4,500,000	$4,500,000	$4,500,000	$0	$47,133,862
ST0517	Citywide Bicycle and Pedestrian Improvements	$9,686,045	$750,000	$750,000	$750,000	$750,000	$750,000	$0	$13,436,045
ST0713	Citywide Signal Communications Upgrade	$6,939,427	$0	$0	$0	$0	$0	$0	$6,939,427
ST0221	Downtown Dublin Street Grid Network	$228,020	$0	$0	$0	$0	$0	$21,200,000	$21,428,020
ST0216	Dublin Boulevard Extension - Fallon Road to North Canyons Parkway	$42,191,712	$0	$0	$0	$0	$0	$84,222,306	$126,414,018
ST0417	Dublin Ranch Streetlight Improvements	$150,741	$42,000	$42,000	$42,000	$0	$0	$0	$276,741
STNEW01	Gleason Drive Bridge Repair	$0	$750,000	$0	$0	$0	$0	$0	$750,000
ST0423	Golden Gate Drive Intersection Improvements - Dublin Blvd and St. Patrick Way	$951,640	$0	$0	$1,000,000	$2,500,000	$0	$0	$4,451,640
ST0121	Green Stormwater Infrastructure	$4,209,063	$0	$0	$0	$0	$0	$0	$4,209,063
ST0118	Iron Horse Trail Bridge at Dublin Boulevard	$14,054,439	$0	$0	$0	$0	$0	$0	$14,054,439
STNEW02	Local Street Resurfacing at I580 Interchanges	$0	$500,000	$5,500,000	$0	$0	$0	$0	$6,000,000
ST0514	San Ramon Road Trail Lighting	$173,461	$0	$0	$0	$0	$0	$0	$173,461
ST0119	Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School	$15,000,000	$1,500,000	$0	$0	$0	$0	$0	$16,500,000
ST0116	Tassajara Road Realignment and Widening - Fallon Road to North City Limit	$12,777,416	$0	$0	$0	$0	$0	$0	$12,777,416
ST0123	Traffic Signal and Roadway Safety Improvements	$170,000	$0	$0	$0	$0	$0	$0	$170,000
ST0223	Traffic Signal Re-Lamping	$647,080	$0	$0	$0	$0	$0	$0	$647,080
ST0323	Village Parkway Reconstruction	$12,750,000	$3,300,000	$23,950,000	$0	$0	$0	$0	$40,000,000
TOTAL COSTS		**$ 147,376,555**	**$9,942,000**	**$34,742,000**	**$6,292,000**	**$7,750,000**	**$5,250,000**	**$105,422,306**	**$316,774,861**

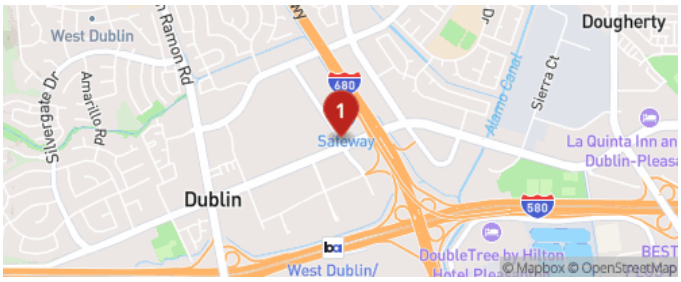
FINANCING - STREETS									
FINANCING		HISTORICAL BUDGETED	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	FUTURE BUDGETED	TOTAL
1001	General Fund	$13,939,914	$800,000	$1,850,000	$1,850,000	$1,850,000	$1,850,000	$0	$22,139,914
1101	General Fund Designated Reserve	$35,743,224	$2,800,000	$4,500,000	$0	$0	$0	$0	$43,043,224
2201	State Gas Tax	$9,291,141	$1,350,000	$650,000	$650,000	$650,000	$650,000	$0	$13,241,141
2203	Transportation Development Act	$496,445	$0	$0	$0	$0	$0	$0	$496,445
2204	Measure B Sales Tax - Local Streets Fund (Alameda CTC)	$3,131,619	$0	$0	$0	$0	$0	$0	$3,131,619
2205	Measure B Sales Tax - Bike & Ped. Fund (Alameda CTC)	$842,900	$0	$0	$0	$0	$0	$0	$842,900
2207	Transportation for Clean Air	$1,064,190	$0	$0	$0	$0	$0	$0	$1,064,190
2212	Vehicle Registration Fee (Alameda CTC)	$1,773,396	$0	$0	$0	$0	$0	$0	$1,773,396
2214	Measure BB Sales Tax - Local Streets Fund (Alameda CTC)	$7,817,620	$2,700,000	$750,000	$250,000	$250,000	$250,000	$0	$12,017,620
2215	Measure BB Sales Tax - Bike & Ped. Fund (Alameda CTC)	$2,339,600	$250,000	$300,000	$250,000	$250,000	$250,000	$0	$3,639,600
2216	Measure B Grants	$82,500	$0	$0	$0	$0	$0	$0	$82,500
2217	Measure BB Grants	$8,544,824	$0	$1,215,000	$0	$0	$0	$0	$9,759,824
2218	Measure RR	$1,500,000	$0	$0	$0	$0	$0	$0	$1,500,000
2220	Road Maint. & Rehab Account (RMRA)	$11,814,983	$2,000,000	$2,200,000	$2,250,000	$2,250,000	$2,250,000	$0	$22,764,983
2304	Local Recycling Programs	$160,000	$0	$0	$0	$0	$0	$0	$160,000
2705	Street Light District East Dublin 1999-1	$150,741	$42,000	$42,000	$42,000	$0	$0	$0	$276,741
2922	Tri-Valley Transportation Council Grants	$14,250,000	$0	$0	$0	$0	$0	$0	$14,250,000
2923	Alameda County Grant	$400,000	$0	$0	$0	$0	$0	$0	$400,000
2924	VRF (ACTC) Grants	$2,657,000	$0	$285,000	$0	$0	$0	$0	$2,942,000
4300	Eastern Dublin Transportation Impact Fee	$200,000	$0	$0	$0	$0	$0	$0	$200,000
4301	Eastern Dublin Transportation Impact Fee	$11,390,675	$0	$0	$0	$0	$0	$0	$11,390,675
4302	Eastern Dublin Transportation Impact Fee	$1,737,585	$0	$0	$0	$0	$0	$0	$1,737,585
4303	Traffic Impact Fee - Category 3	$409,263	$0	$0	$0	$0	$0	$0	$409,263
4304	Western Dublin Transportation Impact Fee	$2,564,289	$0	$0	$1,000,000	$0	$0	$0	$3,564,289
4305	Traffic Impact Fee - Dougherty Valley	$5,464,338	$0	$0	$0	$0	$0	$0	$5,464,338
4306	Tri-Valley Transportation Development Fee	$6,003,017	$0	$0	$0	$0	$0	$0	$6,003,017
4309	Mitigation Contributions	$45,980	$0	$0	$0	$0	$0	$0	$45,980
4401	Dublin Crossing Development Fee	$1,000,000	$0	$0	$0	$0	$0	$0	$1,000,000
6305	Internal Service Fund - Equipment Replacement	$122,300	$0	$0	$0	$0	$0	$0	$122,300
9901	Other County Reimbursement	$2,335,687	$0	$0	$0	$0	$0	$0	$2,335,687
9997	Other	$103,324	$0	$9,150,000	$0	$0	$0	$0	$9,253,324
9998	Unidentified	$0	$0	$13,800,000	$0	$2,500,000	$0	$105,422,306	$121,722,306
FINANCING TOTAL		**$ 147,376,555**	**$9,942,000**	**$34,742,000**	**$6,292,000**	**$7,750,000**	**$5,250,000**	**$105,422,306**	**$316,774,861**

Amador Plaza Road Bicycle and Pedestrian Improvements

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Public Works
Type	Capital Improvement
Project Type	Streets
Project Number	ST0815

Project Location



Description

This two-phase project provides for the design and construction of pedestrian, bicycle, and vehicular improvements along Amador Plaza Road between Dublin Boulevard and Amador Valley Boulevard. The first phase includes installing two mid-block crosswalks with pedestrian warning lights and constructing a raised concrete median at the southern Safeway/Dublin Place driveway. The second phase of the project includes constructing an exclusive southbound right turn lane on Amador Plaza Road at Dublin Boulevard.

Details

Type of Project: Improvements

Capital Cost

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$1.41M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$19,416	$0	$0	$0	$0	$0	$0	**$19,416**
9200 - Contract Services	$228,371	$0	$0	$0	$0	$0	$0	**$228,371**
9300 - Land/Right-of-way	$126,000	$0	$0	$0	$0	$0	$0	**$126,000**
9400 - Improvements	$1,035,862	$0	$0	$0	$0	$0	$0	**$1,035,862**
9500 - Miscellaneous	$4,000	$0	$0	$0	$0	$0	$0	**$4,000**
Total	**$1,413,649**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,413,649**

Funding Sources

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$1.41M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
4304 - Western Dublin Transportation Impact Fee	$1,413,649	$0	$0	$0	$0	$0	$0	**$1,413,649**
Total	**$1,413,649**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,413,649**

Project Timeline

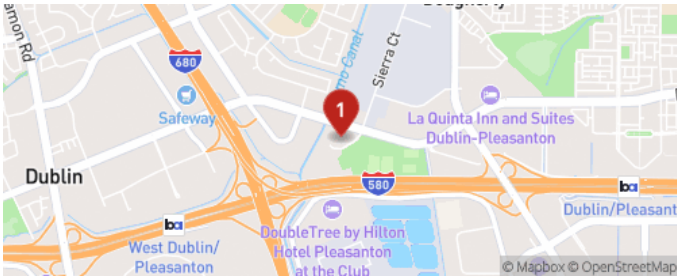
- **12/30/2016**
  The City Council accepted the Phase l improvement in December 2016.
- **06/15/2018**
  The design for Phase 2 of the project began.
- **07/1/2026**
  The design for Phase 2 of the project is currently on hold, pending acquisition of the right-of-way for these improvements.

Annual Street Resurfacing

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Public Works
Type	Capital Improvement
Project Type	Streets
Project Number	ST0117

Project Location



Description

This project provides for the design and construction of a variety of pavement resurfacing treatments, from slurry seal to major rehabilitation and reconstruction of streets, as well as resurfacing of bridge decks. The project also includes constructing new or upgraded curb ramps consistent with the requirements of the Americans with Disabilities Act on streets that are reconstructed or receive an asphalt concrete overlay. Streets are selected for improvements based on the City's Pavement Management System to optimize the pavement condition in relation to the available budget.

Note(s): The City owns and maintains approximately 148 centerline miles of streets. The Metropolitan Transportation Commission groups Pavement Condition Index (PCI) ratings into the following categories: 80-100 Very Good-Excellent, 70-79 Good, 60-69 Fair, 50-59 At Risk, 25-49 Poor, and 0-24 Failed. The City is rated good with a three-year moving average PCI of 79.

Details

Type of Project: Resurface Current Road

Capital Cost

FY2027 Budget
$3.1M

Total Budget (all years)
$21.1M

Project Total (to date)
$47.1M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$612,235	$117,500	$167,500	$167,500	$167,500	$167,500	$0	**$1,399,735**
9200 - Contract Services	$4,309,344	$525,000	$775,000	$775,000	$775,000	$775,000	$0	**$7,934,344**
9400 - Improvements	$21,040,972	$2,450,000	$3,550,000	$3,550,000	$3,550,000	$3,550,000	$0	**$37,690,972**
9500 - Miscellaneous	$71,311	$7,500	$7,500	$7,500	$7,500	$7,500	$0	**$108,811**
Total	**$26,033,862**	**$3,100,000**	**$4,500,000**	**$4,500,000**	**$4,500,000**	**$4,500,000**	**$0**	**$47,133,862**

Funding Sources

FY2027 Budget
$3.1M

Total Budget (all years)
$21.1M

Project Total (to date)
$47.1M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
1001 - General Fund	$5,204,899	$350,000	$1,850,000	$1,850,000	$1,850,000	$1,850,000	$0	**$12,954,899**
2201 - State Gas Tax	$6,403,041	$750,000	$650,000	$650,000	$650,000	$650,000	$0	**$9,753,041**
2204 - Measure B Sales Tax - Local Streets Fund (Alameda CTC)	$1,784,999	$0	$0	$0	$0	$0	$0	**$1,784,999**
2205 - Measure B Sales Tax - Bike & Ped. Fund (Alameda CTC)	$300,000	$0	$0	$0	$0	$0	$0	**$300,000**
2214 - Measure BB Sales Tax - Local Streets Fund (Alameda CTC)	$3,031,020	$0	$0	$0	$0	$0	$0	**$3,031,020**
2215 - Measure BB Sales Tax - Bike & Ped. Fund (Alameda CTC)	$304,500	$0	$0	$0	$0	$0	$0	**$304,500**
2216 - Measure B Grants	$82,500	$0	$0	$0	$0	$0	$0	**$82,500**
2220 - Road Maint. & Rehab Account (RMRA)	$8,613,599	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$0	**$18,613,599**
2304 - Local Recycling Programs	$160,000	$0	$0	$0	$0	$0	$0	**$160,000**
4309 - Mitigation Contributions	$45,980	$0	$0	$0	$0	$0	$0	**$45,980**
9997 - Other	$103,324	$0	$0	$0	$0	$0	$0	**$103,324**
Total	**$26,033,862**	**$3,100,000**	**$4,500,000**	**$4,500,000**	**$4,500,000**	**$4,500,000**	**$0**	**$47,133,862**

Project Timeline

- **07/1/2025**

  The FY 2024-25 annual projects were completed in 2025. The construction for the FY 2025-26 annual projects construction were underway. The design for FY 2026-27 annual projects had begun.

- **07/1/2026**

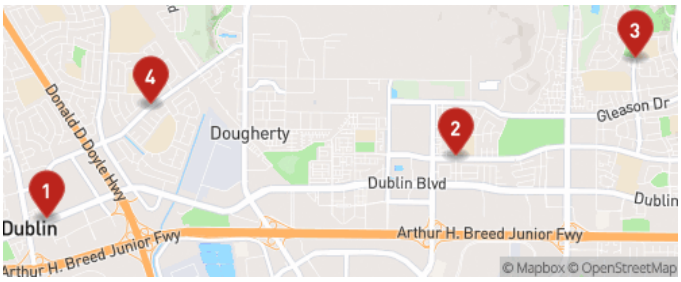
  The FY 2025-26 annual projects are complete. The construction for the FY 2026-27 annual projects are underway. The design for the FY 2027-28 annual projects are underway.

Citywide Bicycle and Pedestrian Improvements

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Public Works
Type	Capital Improvement
Project Type	Streets
Project Number	ST0517

Project Location



Description

This project provides for the planning, design, and construction of improvements to various pedestrian and bicycle facilities citywide, including pedestrian/bicycle bridges and annual sidewalk repairs. This project also includes design and construction of improvements recommended in the updated Bicycle and Pedestrian Plan, as well as the Safe Routes to School improvements. Furthermore, the project also includes updating the Americans with Disabilities Act (ADA) Transition Plan and implementation of Public Right-of-Way Accessibility Guidelines (PROWAG) for City buildings, parks, and rights-of-way. Lastly, the project includes traffic signal modifications and improvements for pedestrian and bicycle safety by removing slip lanes, installing directional curb ramps, improving ADA access, and adding protected intersection features to reduce conflicts between vehicles, pedestrians, and bicyclists.

The City received $1,053,000 in Measure BB funds and $803,000 in VRF funds through the Alameda County Transportation Commission's Comprehensive Investment Plan discretionary program for improvements at the San Ramon Road and Amador Valley Boulevard intersection.

Details

Type of Project: Improvements

Capital Cost

FY2027 Budget
$750K

Total Budget (all years)
$3.75M

Project Total (to date)
$13.4M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$198,100	$20,000	$20,000	$20,000	$20,000	$20,000	$0	**$298,100**
9200 - Contract Services	$2,069,668	$200,000	$200,000	$200,000	$200,000	$200,000	$0	**$3,069,668**
9400 - Improvements	$7,365,743	$525,000	$525,000	$525,000	$525,000	$525,000	$0	**$9,990,743**
9500 - Miscellaneous	$52,534	$5,000	$5,000	$5,000	$5,000	$5,000	$0	**$77,534**
Total	**$9,686,045**	**$750,000**	**$750,000**	**$750,000**	**$750,000**	**$750,000**	**$0**	**$13,436,045**

Funding Sources

FY2027 Budget
$750K

Total Budget (all years)
$3.75M

Project Total (to date)
$13.4M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
1001 - General Fund	$963,000	$0	$0	$0	$0	$0	$0	**$963,000**
2203 - Transportation Development Act	$446,445	$0	$0	$0	$0	$0	$0	**$446,445**
2204 - Measure B Sales Tax - Local Streets Fund (Alameda CTC)	$510,000	$0	$0	$0	$0	$0	$0	**$510,000**
2205 - Measure B Sales Tax - Bike & Ped. Fund (Alameda CTC)	$142,900	$0	$0	$0	$0	$0	$0	**$142,900**
2212 - Vehicle Registration Fee (Alameda CTC)	$726,000	$0	$0	$0	$0	$0	$0	**$726,000**
2214 - Measure BB Sales Tax - Local Streets Fund (Alameda CTC)	$2,351,600	$500,000	$250,000	$250,000	$250,000	$250,000	$0	**$3,851,600**
2215 - Measure BB Sales Tax - Bike & Ped. Fund (Alameda CTC)	$1,550,100	$250,000	$300,000	$250,000	$250,000	$250,000	$0	**$2,850,100**
2217 - Measure BB Grants	$1,188,000	$0	$0	$0	$0	$0	$0	**$1,188,000**
2220 - Road Maint. & Rehab Account (RMRA)	$605,000	$0	$200,000	$250,000	$250,000	$250,000	$0	**$1,555,000**
2923 - Alameda County Grant	$400,000	$0	$0	$0	$0	$0	$0	**$400,000**
2924 - VRF (ACTC) Grants	$803,000	$0	$0	$0	$0	$0	$0	**$803,000**
Total	**$9,686,045**	**$750,000**	**$750,000**	**$750,000**	**$750,000**	**$750,000**	**$0**	**$13,436,045**

Project Timeline

- **01/10/2023**
  The City Council adopted the updated Bicycle and Pedestrian Plan.
- **07/1/2024**
  The City was awarded $400,000 in funding from the Alameda County Health Services Department through the Enhancing Vision 2026 (EV2026) Fund to be used for the Regional Street Mid-block Crossing Project in July 2024.
- **09/25/2024**
  The City was awarded $286,445 in Transportation Development Act (TDA) funds to be used for pedestrian and trail improvements along Amador Valley Boulevard and at the Iron Horse Regional Trail crossing in September 2024.
- **07/1/2025**
  The project improvements for the Safe Routes to School at the intersections of Central Parkway at Aspen Street and Hibernia Drive, Grafton Street at Antone Way, and Amador Valley Boulevard at Burton Street, were completed. The Downtown Dublin pedestrian crossing improvements on Regional Street began construction in summer 2025. The ADA Transition Plan update was completed.
- **07/1/2026**
  The Downtown Dublin pedestrian crossing improvements on Regional Street are anticipated to be complete in 2026. The design for the intersection improvements at San Ramon Road and Amador Valley Boulevard is anticipated to be complete in 2026 with construction to begin in 2027.

Citywide Signal Communications Upgrade

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Public Works
Type	Capital Improvement
Project Type	Streets
Project Number	ST0713

Project Location



Description

This project provides for continued upgrades of the traffic signal communications system and replacement of signal controllers, conflict monitors, and battery backup units, as well as managing ongoing signal operations of coordinated corridors. The project provides for the installation of new conduits, removal of the existing copper communication cables, and installation of new fiber optic cables on Dublin Boulevard. The project also expands the adaptive traffic signal system along key corridors to connect existing and new public safety infrastructure, such as situational awareness cameras and automated license plate recognition cameras, to the high-speed fiber optic communications system.

The City received $1,854,000 in VRF funds through the Alameda County Transportation Commission's Comprehensive Investment Plan program to install fiber optic cable along Dublin Boulevard from San Ramon Road to Tassajara Road. The project will replace old copper communication lines with faster and more reliable fiber optic cable, improve traffic signal coordination, upgrade detection systems, add battery backup units, and improve safety, reliability, and transit operations along the corridor.

Details

Type of Project: Improvements

Capital Cost

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$6.94M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$187,482	$0	$0	$0	$0	$0	$0	**$187,482**
9200 - Contract Services	$1,445,200	$0	$0	$0	$0	$0	$0	**$1,445,200**
9400 - Improvements	$5,291,725	$0	$0	$0	$0	$0	$0	**$5,291,725**
9500 - Miscellaneous	$9,900	$0	$0	$0	$0	$0	$0	**$9,900**
9600 - Equipment	$5,120	$0	$0	$0	$0	$0	$0	**$5,120**
Total	**$6,939,427**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$6,939,427**

Funding Sources

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$6.94M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
1001 - General Fund	$79,851	$0	$0	$0	$0	$0	$0	**$79,851**
1101 - General Fund Designated Reserve	$1,420,149	$0	$0	$0	$0	$0	$0	**$1,420,149**
2201 - State Gas Tax	$104,000	$0	$0	$0	$0	$0	$0	**$104,000**
2204 - Measure B Sales Tax - Local Streets Fund (Alameda CTC)	$248,640	$0	$0	$0	$0	$0	$0	**$248,640**
2207 - Transportation for Clean Air	$79,771	$0	$0	$0	$0	$0	$0	**$79,771**
2212 - Vehicle Registration Fee (Alameda CTC)	$787,396	$0	$0	$0	$0	$0	$0	**$787,396**
2214 - Measure BB Sales Tax - Local Streets Fund (Alameda CTC)	$1,150,000	$0	$0	$0	$0	$0	$0	**$1,150,000**
2220 - Road Maint. & Rehab Account (RMRA)	$694,320	$0	$0	$0	$0	$0	$0	**$694,320**
2924 - VRF (ACTC) Grants	$1,854,000	$0	$0	$0	$0	$0	$0	**$1,854,000**
4300 - Eastern Dublin Transportation Impact Fee	$200,000	$0	$0	$0	$0	$0	$0	**$200,000**
4304 - Western Dublin Transportation Impact Fee	$199,000	$0	$0	$0	$0	$0	$0	**$199,000**
6305 - Internal Service Fund - Equipment Replacement	$122,300	$0	$0	$0	$0	$0	$0	**$122,300**
Total	**$6,939,427**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$6,939,427**

Project Timeline

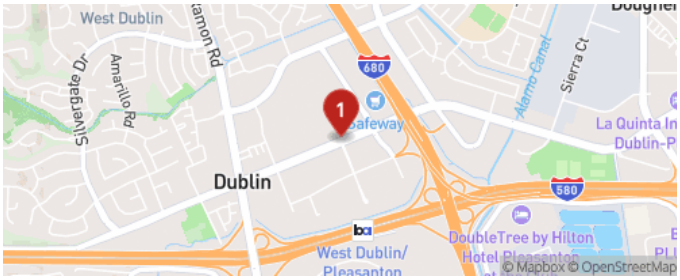
- **06/30/2020**
  The Travel Demand Model was updated to provide traffic flow projections on arterial and collector roadways, and future land use and transportation network changes were analyzed.
- **04/30/2021**
  The City Council adopted a Resolution establishing CEQA transportation thresholds of significance for Vehicle Miles Traveled.
- **06/30/2021**
  The City's traffic communications network was expanded, and traffic signals on Dublin Boulevard, San Ramon Road, Fallon Road, and Tassajara Road were connected.
- **07/1/2025**
  The installation of a conduit pathway between the Civic Center and San Ramon Road to accommodate the future fiber optic upgrades to city infrastructure was completed. The design for fiber optic cables on Dublin Boulevard between San Ramon Road and Tassajara Road had begun.
- **07/1/2026**
  The project design is anticipated to complete in 2026 and construction is anticipated to begin in 2027.

Downtown Dublin Street Grid Network

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Public Works
Type	Capital Improvement
Project Type	Streets
Project Number	ST0221

Project Location



Description

This project provides for the planning, design, and construction of a new Street Grid Network, in accordance with the main principles of the Downtown Dublin Preferred Vision. The Street Grid Network will introduce new streets that will break down the large block format into smaller, walkable-sized blocks. The proposed extension of Golden Gate Drive north from Dublin Boulevard up to Amador Valley Boulevard will become a new main street within the classic Downtown Street Grid Network with street rights-of-way varying between 60 and 90 feet wide. Street infrastructure may include storm drainage, sewer, water, recycled water, communications, gas, and electric utilities, as well as landscaping and irrigation. Street rights-of-way are anticipated to be dedicated by developers.

Potential other future funding sources are development impact fees, community facilities district financing, or other assessment district funding.

Details

Type of Project: New Road

Capital Cost

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$21.4M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$78,020	$0	$0	$0	$0	$0	$200,000	**$278,020**
9200 - Contract Services	$150,000	$0	$0	$0	$0	$0	$1,000,000	**$1,150,000**
9400 - Improvements	$0	$0	$0	$0	$0	$0	$20,000,000	**$20,000,000**
Total	**$228,020**	**$0**	**$0**	**$0**	**$0**	**$0**	**$21,200,000**	**$21,428,020**

Funding Sources

FY2027 Budget	Total Budget (all years)	Project Total (to date)
$0	**$0**	**$21.4M**

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
1001 - General Fund	$228,020	$0	$0	$0	$0	$0	$0	**$228,020**
9998 - Unidentified	$0	$0	$0	$0	$0	$0	$21,200,000	**$21,200,000**
Total	**$228,020**	**$0**	**$0**	**$0**	**$0**	**$0**	**$21,200,000**	**$21,428,020**

Project Timeline

- **11/5/2019**

  The City Council approved the Downtown Dublin Preferred Vision.

- **01/1/2020**

  The project planning phase began in 2020 with the update of the existing City Travel Demand Forecasting Model to provide traffic flow projections on the new roadways, analyze future land use development proposals, and evaluate transportation network changes in the Downtown.

- **07/1/2026**

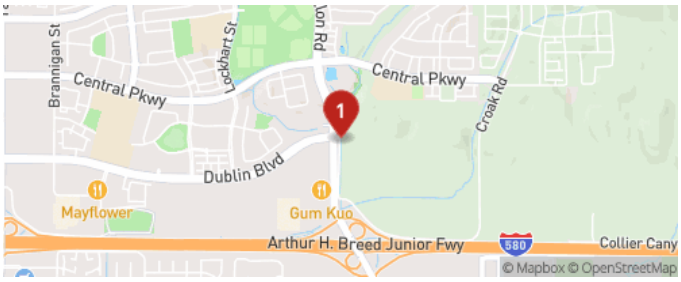
  The project will be planned in conjunction with the review of the developer's application.

Dublin Boulevard Extension - Fallon Road to North Canyons Parkway

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Public Works
Type	Capital Improvement
Project Type	Streets
Project Number	ST0216

Project Location



Description

This project consists of four key implementation phases: preliminary engineering/environmental; plans, specifications, and engineering; right-of-way certification; and construction of the 1.5-mile extension of Dublin Boulevard from Fallon Road to North Canyons Parkway. The project plans to construct four to six travel lanes with landscaped medians, including Class I and Class II bike facilities/multimodal elements, multi-use path, sidewalks, signalized intersections, street lighting, bus stops, and utilities. Alameda CTC is the implementing agency and the City of Dublin is the lead agency and project sponsor. The cities of Dublin and Livermore have entered into a memorandum of understanding for the first phase, and subsequently, Alameda CTC, Dublin, and Livermore entered into a cooperative agreement for the second phase of the project as well as a memorandum of agreement between Dublin and Livermore.

The Dublin Boulevard – North Canyons Parkway extension will be built in three phases. Dublin is responsible for the cost and construction of Phase 1A, the approximately 1-mile extension from Fallon Road to the eastern City Limits. Livermore is responsible for the cost and construction of Phase 1B, the portion of the roadway within Livermore's city limits. Phase 2 is the remaining 0.5-mile portion of the roadway within unincorporated Alameda County in between Dublin and Livermore to be addressed when funding has been identified. The estimated cost of the 1.5-mile extension is $160 million.

Details

Type of Project: New Road

Capital Cost

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$126M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$361,262	$0	$0	$0	$0	$0	$200,000	**$561,262**
9200 - Contract Services	$17,301,105	$0	$0	$0	$0	$0	$9,549,891	**$26,850,996**
9300 - Land/Right-of-way	$24,524,879	$0	$0	$0	$0	$0	$0	**$24,524,879**
9400 - Improvements	$0	$0	$0	$0	$0	$0	$74,472,415	**$74,472,415**
9500 - Miscellaneous	$4,466	$0	$0	$0	$0	$0	$0	**$4,466**
Total	**$42,191,712**	**$0**	**$0**	**$0**	**$0**	**$0**	**$84,222,306**	**$126,414,018**

Funding Sources

FY2027 Budget	Total Budget (all years)	Project Total (to date)
$0	**$0**	**$126M**

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
1001 - General Fund	$7,290,382	$0	$0	$0	$0	$0	$0	**$7,290,382**
1101 - General Fund Designated Reserve	$20,250,000	$0	$0	$0	$0	$0	$0	**$20,250,000**
2217 - Measure BB Grants	$439,824	$0	$0	$0	$0	$0	$0	**$439,824**
2220 - Road Maint. & Rehab Account (RMRA)	$240,005	$0	$0	$0	$0	$0	$0	**$240,005**
2922 - Tri-Valley Transportation Council Grants	$11,200,000	$0	$0	$0	$0	$0	$0	**$11,200,000**
4301 - Eastern Dublin Transportation Impact Fee	$1,033,916	$0	$0	$0	$0	$0	$0	**$1,033,916**
4302 - Eastern Dublin Transportation Impact Fee	$1,737,585	$0	$0	$0	$0	$0	$0	**$1,737,585**
9998 - Unidentified	$0	$0	$0	$0	$0	$0	$84,222,306	**$84,222,306**
Total	**$42,191,712**	**$0**	**$0**	**$0**	**$0**	**$0**	**$84,222,306**	**$126,414,018**

Project Timeline

- **04/19/2016**
  The City of Dublin and the City of Livermore approved and entered an MOU for preliminary engineering and environmental impact report phases.
- **08/20/2019**
  The City Council certified the EIR and approved amendments to the General Plan and Eastern Dublin Specific Plan.
- **09/3/2019**
  The right-of-way phasing was established, and Ordinance 10-19 establishing the right-of-way lines for Dublin Boulevard between Fallon Road and the Eastern city limit was effective 30 days thereafter.
- **05/19/2020**
  The City of Dublin, the City of Livermore, and Alameda County Transportation Commission approved and entered into a Cooperative Agreement for the design phase.
- **02/1/2021**
  The project completed NEPA environmental clearance.
- **02/7/2023**
  The City Council approved and entered into an agreement with RES Environmental Operating Company, LLC for environmental mitigation services.
- **04/21/2025**
  The project was awarded $11.2 million in grant funding by the Tri-Valley Transportation Council.
- **07/1/2025**
  95% PS&E package submitted to Dublin and key stakeholders for review and comment.

- **03/9/2026**
  The City of Dublin and the City of Livermore agreed on a phased approach to the road construction, focusing initial efforts on improvements within their respective jurisdictions, and with the segment within unincorporated Alameda County to be addressed in a future phase when funding has been identified and secured. The project design and permitting are anticipated to be completed in 2027.

Dublin Ranch Streetlight Improvements

Overview

Request Owner Michael Boitnott, Capital Improvement Program Manager

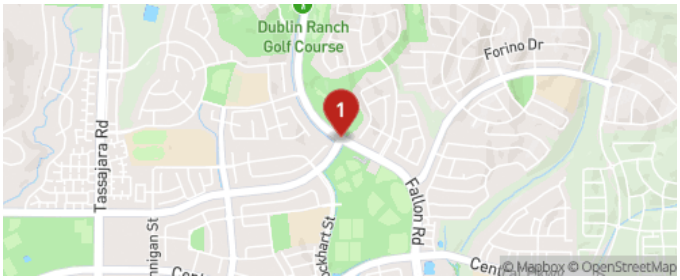
Department Public Works

Type Capital Improvement

Project Type Streets

Project Number ST0417

Project Location



Description

This project provides for the design and repainting of decorative streetlight poles. Repainting of the streetlight poles protects the integrity of the poles and improves aesthetics in the surrounding neighborhood.

This project is funded by revenue collected through the Streetlight Maintenance District assessments.

Details

Type of Project: Improvements

Capital Cost

FY2027 Budget
$42K

Total Budget (all years)
$126K

Project Total (to date)
$277K

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$33,815	$6,760	$6,760	$6,760	$0	$0	$0	**$54,095**
9200 - Contract Services	$112,026	$34,820	$34,820	$34,820	$0	$0	$0	**$216,486**
9500 - Miscellaneous	$4,900	$420	$420	$420	$0	$0	$0	**$6,160**
Total	**$150,741**	**$42,000**	**$42,000**	**$42,000**	**$0**	**$0**	**$0**	**$276,741**

Funding Sources

FY2027 Budget
$42K

Total Budget (all years)
$126K

Project Total (to date)
$277K

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
2705 - Street Light District East Dublin 1999-1	$150,741	$42,000	$42,000	$42,000	$0	$0	$0	**$276,741**
Total	**$150,741**	**$42,000**	**$42,000**	**$42,000**	**$0**	**$0**	**$0**	**$276,741**

Project Timeline

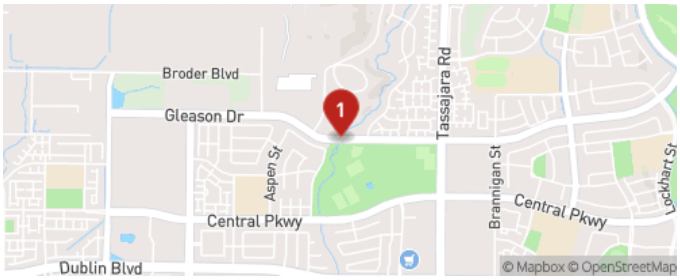
- **07/1/2025**
  The conversation of 1,626 existing streetlights into energy efficient LED in the Dublin Ranch Street Light Assessment District (1999-1) was completed with the Citywide Energy Improvements Project, CIP No. GI0121.
- **07/1/2026**
  The painting of streetlight poles is anticipated to begin in 2028.

Gleason Drive Bridge Repair

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Public Works
Type	Capital Improvement
Project Type	Streets
Project Number	STNEW01

Project Location



Description

This project provides for the design and repair of roadway and sidewalk areas adjacent to the Gleason Drive Bridge at Tassajara Creek affected by ongoing settlement of underlying soil and backfill. The project also addresses groundwater-related damage by repairing the concrete bridge abutment walls and storm drain outfall.

Details

Type of Project: Renovation

Capital Cost

FY2027 Budget
$750K

Total Budget (all years)
$750K

Project Total
$750K

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$0	$45,000	$0	$0	$0	$0	$0	**$45,000**
9200 - Contract Services	$0	$150,000	$0	$0	$0	$0	$0	**$150,000**
9400 - Improvements	$0	$550,000	$0	$0	$0	$0	$0	**$550,000**
9500 - Miscellaneous	$0	$5,000	$0	$0	$0	$0	$0	**$5,000**
Total	**$0**	**$750,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$750,000**

Funding Sources

FY2027 Budget
$750K

Total Budget (all years)
$750K

Project Total
$750K

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
1001 - General Fund	$0	$250,000	$0	$0	$0	$0	$0	**$250,000**
2201 - State Gas Tax	$0	$500,000	$0	$0	$0	$0	$0	**$500,000**
Total	**$0**	**$750,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$750,000**

Project Timeline

- **07/1/2026**
  This project is anticipated to begin in 2026.

Golden Gate Drive Intersection Improvements - Dublin Blvd and St. Patrick Way

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Public Works
Type	Capital Improvement
Project Type	Streets
Project Number	ST0423

Project Location



Description

This project provides for the design and construction of improvements at the intersections of Dublin Boulevard at Golden Gate Drive and St. Patrick Way at Golden Gate Drive. This is a Western Dublin Transportation Impact Fee Program project designed to relieve congestion, reduce greenhouse gases, and is an Active Transportation Solution. The project is identified in the Downtown Dublin Specific Plan and the Bicycle and Pedestrian Plan. The improvements may include a new traffic signal at the intersection of St. Patrick Way and Golden Gate Drive, traffic signal modifications at the intersection of Dublin Boulevard at Golden Gate Drive, conversion of signal interconnection from copper to fiber optic, signage, striping and markings, necessary green stormwater infrastructure, as well as modifications or adjustments to utility, pavement, curb, gutter, ADA curb ramps, and sidewalks. The project will also consider improvements to the BART driveway located south of the Enea property.

Potential other future funding sources will be needed.

Details

Type of Project: Improvements

Capital Cost

FY2027 Budget
$0

Total Budget (all years)
$3.5M

Project Total (to date)
$4.45M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$42,640	$0	$0	$150,000	$0	$0	$0	**$192,640**
9200 - Contract Services	$300,000	$0	$0	$750,000	$0	$0	$0	**$1,050,000**
9400 - Improvements	$609,000	$0	$0	$100,000	$2,500,000	$0	$0	**$3,209,000**
Total	**$951,640**	**$0**	**$0**	**$1,000,000**	**$2,500,000**	**$0**	**$0**	**$4,451,640**

Funding Sources

FY2027 Budget
$0

Total Budget (all years)
$3.5M

Project Total (to date)
$4.45M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
2214 - Measure BB Sales Tax - Local Streets Fund (Alameda CTC)	$0	$0	$0	$0	$0	$0	$0	**$0**
2215 - Measure BB Sales Tax - Bike & Ped. Fund (Alameda CTC)	$0	$0	$0	$0	$0	$0	$0	**$0**
4304 - Western Dublin Transportation Impact Fee	$951,640	$0	$0	$1,000,000	$0	$0	$0	**$1,951,640**
9998 - Unidentified	$0	$0	$0	$0	$2,500,000	$0	$0	**$2,500,000**
Total	**$951,640**	**$0**	**$0**	**$1,000,000**	**$2,500,000**	**$0**	**$0**	**$4,451,640**

Project Timeline

- **07/1/2025**

  The project preliminary design and planning phases to develop conceptual plans had begun.

- **07/1/2026**

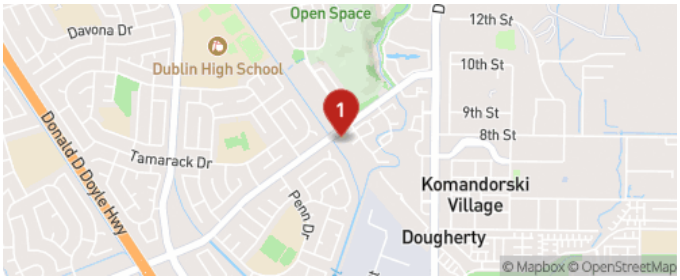
  This project design is anticipated to begin in 2028.

Green Stormwater Infrastructure

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Public Works
Type	Capital Improvement
Project Type	Streets
Project Number	ST0121

Project Location



Description

This project provides for the planning, design, and construction of various citywide projects to improve water quality and provide other environmental benefits in accordance with the Green Stormwater Infrastructure (GSI) Plan. The GSI Plan and associated projects, along with trash load reduction requirements, are mandated by the Municipal Regional Stormwater Permit (MRP).

Details

Type of Project: Improvements

Capital Cost

FY2027 Budget	Total Budget (all years)	Project Total (to date)
$0	**$0**	**$4.21M**

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$156,340	$0	$0	$0	$0	$0	$0	**$156,340**
9200 - Contract Services	$1,082,053	$0	$0	$0	$0	$0	$0	**$1,082,053**
9400 - Improvements	$2,958,670	$0	$0	$0	$0	$0	$0	**$2,958,670**
9500 - Miscellaneous	$12,000	$0	$0	$0	$0	$0	$0	**$12,000**
Total	**$4,209,063**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$4,209,063**

Funding Sources

FY2027 Budget	Total Budget (all years)	Project Total (to date)
$0	**$0**	**$4.21M**

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
1001 - General Fund	$301	$0	$0	$0	$0	$0	$0	**$301**
1101 - General Fund Designated Reserve	$1,823,075	$0	$0	$0	$0	$0	$0	**$1,823,075**
2203 - Transportation Development Act	$50,000	$0	$0	$0	$0	$0	$0	**$50,000**
9901 - Other County Reimbursement	$2,335,687	$0	$0	$0	$0	$0	$0	**$2,335,687**
Total	**$4,209,063**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$4,209,063**

Project Timeline

- **06/18/2019**
  The City Council approved the Green Stormwater Infrastructure Plan.
- **07/1/2021**
  The project planning phase began.
- **02/7/2023**
  The City of Dublin and Alameda CTC approved and entered into a cooperative agreement for the design and environmental permitting phases.
- **04/16/2024**
  The City of Dublin and Alameda CTC approved and entered into a cooperative agreement for the construction of the improvements.
- **07/1/2025**
  The project construction and installation of 80 stormwater full trash capture devices was completed. The project construction of GSI along the Iron Horse Regional Trail corridor was underway.
- **07/1/2026**
  The construction of the GSI improvements along the Iron Horse Regional Trail are anticipated to be complete in 2026.

Iron Horse Trail Bridge at Dublin Boulevard

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Public Works
Type	Capital Improvement
Project Type	Streets
Project Number	ST0118

Project Location



Description

This project provides for the planning, design, and construction of the Iron Horse Trail Bridge (Bridge) for bicycles and pedestrians over Dublin Boulevard. The project constructs a 230-foot clear span truss arch bridge consistent with the Iron Horse Trail Feasibility Study and preliminary bridge design. The bridge provides for safer and easier trail access, including access to and from the Dublin-Pleasanton BART station.

The Alameda CTC approved an allocation of $1,294,000 of Measure BB discretionary funds in Fiscal Year 2017-18 for the bridge design and environmental clearance. In June 2019, Alameda CTC approved additional funding in the amount of $4,751,000 of Measure BB and $856,419 of Transportation for Clean Air funds for the construction phase of the project. The project also received funding of $1,000,000 for construction from a Developer contribution from the Boulevard Project. In fall of 2020, BART approved $1,500,000 of Measure RR Safe Routes to BART Grant funds for the construction phase of the project, along with $600,000 of Tri-Valley Transportation Council Grants.

Details

Type of Project: Other

Capital Cost

FY2027 Budget	Total Budget (all years)	Project Total (to date)
$0	**$0**	**$14.1M**

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$155,460	$0	$0	$0	$0	$0	$0	**$155,460**
9200 - Contract Services	$2,469,540	$0	$0	$0	$0	$0	$0	**$2,469,540**
9400 - Improvements	$11,416,979	$0	$0	$0	$0	$0	$0	**$11,416,979**
9500 - Miscellaneous	$12,460	$0	$0	$0	$0	$0	$0	**$12,460**
Total	**$14,054,439**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$14,054,439**

Funding Sources

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$14.1M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
1001 - General Fund	$0	$0	$0	$0	$0	$0	$0	**$0**
1101 - General Fund Designated Reserve	$50,000	$0	$0	$0	$0	$0	$0	**$50,000**
2201 - State Gas Tax	$845,040	$0	$0	$0	$0	$0	$0	**$845,040**
2204 - Measure B Sales Tax - Local Streets Fund (Alameda CTC)	$587,980	$0	$0	$0	$0	$0	$0	**$587,980**
2205 - Measure B Sales Tax - Bike & Ped. Fund (Alameda CTC)	$400,000	$0	$0	$0	$0	$0	$0	**$400,000**
2207 - Transportation for Clean Air	$856,419	$0	$0	$0	$0	$0	$0	**$856,419**
2214 - Measure BB Sales Tax - Local Streets Fund (Alameda CTC)	$400,000	$0	$0	$0	$0	$0	$0	**$400,000**
2215 - Measure BB Sales Tax - Bike & Ped. Fund (Alameda CTC)	$300,000	$0	$0	$0	$0	$0	$0	**$300,000**
2217 - Measure BB Grants	$6,045,000	$0	$0	$0	$0	$0	$0	**$6,045,000**
2218 - Measure RR	$1,500,000	$0	$0	$0	$0	$0	$0	**$1,500,000**
2220 - Road Maint. & Rehab Account (RMRA)	$970,000	$0	$0	$0	$0	$0	$0	**$970,000**
2922 - Tri-Valley Transportation Council Grants	$600,000	$0	$0	$0	$0	$0	$0	**$600,000**
4301 - Eastern Dublin Transportation Impact Fee	$500,000	$0	$0	$0	$0	$0	$0	**$500,000**
4401 - Dublin Crossing Development Fee	$1,000,000	$0	$0	$0	$0	$0	$0	**$1,000,000**
Total	**$14,054,439**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$14,054,439**

Project Timeline

- **11/7/2017**
  The City Council approved the Iron Horse Trail Feasibility Study and preliminary bridge design.
- **11/23/2024**
  The bridge and trail section over Dublin Boulevard was opened and dedicated.
- **07/1/2026**
  The project construction along the southwest limits adjacent to the Scarlett Drive extension is anticipated to be complete in 2026.

Local Street Resurfacing at I580 Interchanges

Overview

Request Owner Michael Boitnott, Capital Improvement Program Manager

Department Public Works

Type Capital Improvement

Project Type Streets

Project Number STNEW02

Project Location



Description

This project provides for the design and construction of local city street segments, including San Ramon Road and Dougherty Road, within the Caltrans I-580 corridor. These segments are located within Caltrans right-of-way but are maintained by the City per a maintenance agreement. The project also includes installing or reconfiguring of bike and vehicle lanes, as well as upgrades to pedestrian curb ramps. The project also evaluates existing roadway structural sections to determine whether a more robust pavement design should be implemented to accommodate current traffic patterns and support long-term roadway performance.

Details

Type of Project: Renovation

Capital Cost

FY2027 Budget
$500K

Total Budget (all years)
$6M

Project Total
$6M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$0	$100,000	$50,000	$0	$0	$0	$0	**$150,000**
9200 - Contract Services	$0	$400,000	$600,000	$0	$0	$0	$0	**$1,000,000**
9400 - Improvements	$0	$0	$4,800,000	$0	$0	$0	$0	**$4,800,000**
9500 - Miscellaneous	$0	$0	$50,000	$0	$0	$0	$0	**$50,000**
Total	**$0**	**$500,000**	**$5,500,000**	**$0**	**$0**	**$0**	**$0**	**$6,000,000**

Funding Sources

FY2027 Budget
$500K

Total Budget (all years)
$6M

Project Total
$6M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
2214 - Measure BB Sales Tax - Local Streets Fund (Alameda CTC)	$0	$500,000	$500,000	$0	$0	$0	$0	**$1,000,000**
9998 - Unidentified	$0	$0	$5,000,000	$0	$0	$0	$0	**$5,000,000**
Total	**$0**	**$500,000**	**$5,500,000**	**$0**	**$0**	**$0**	**$0**	**$6,000,000**

Project Timeline

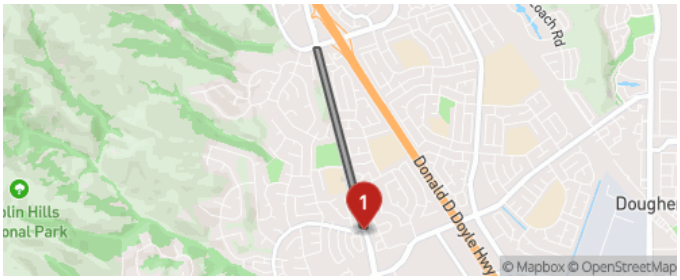
- **07/1/2026**
  This project is anticipated to begin in 2026.

San Ramon Road Trail Lighting

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Public Works
Type	Capital Improvement
Project Type	Streets
Project Number	ST0514

Project Location



Description

This project provides for the design and construction of improved trail light fixtures between Silvergate Drive and Alcosta Boulevard.

Details

Type of Project: Renovation

Capital Cost

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$173K

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$21,378	$0	$0	$0	$0	$0	$0	**$21,378**
9200 - Contract Services	$31,142	$0	$0	$0	$0	$0	$0	**$31,142**
9400 - Improvements	$119,891	$0	$0	$0	$0	$0	$0	**$119,891**
9500 - Miscellaneous	$1,050	$0	$0	$0	$0	$0	$0	**$1,050**
Total	**$173,461**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$173,461**

Funding Sources

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$173K

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
1001 - General Fund	$173,461	$0	$0	$0	$0	$0	$0	**$173,461**
Total	**$173,461**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$173,461**

Project Timeline

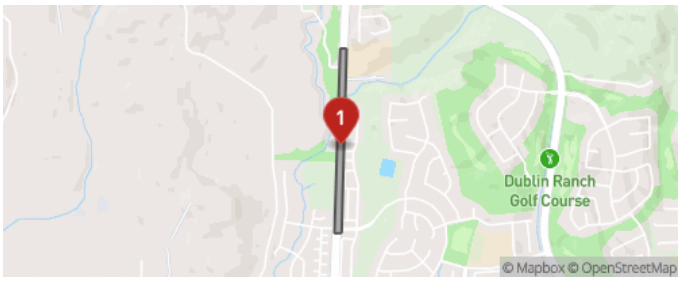
- **06/30/2022**
  The trail lighting improvement portion of the project was completed in 2022.
- **07/1/2025**
  A portion of the pole painting was completed in conjunction with the Dublin Ranch Street Light Improvements, CIP No. ST0477.
- **07/1/2026**
  The painting of remaining streetlight poles is anticipated to begin in 2028.

Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Public Works
Type	Capital Improvement
Project Type	Streets
Project Number	ST0119

Project Location



Description

This project provides for design and construction of complete the street improvements on Tassajara Road from North Dublin Ranch Drive to Quarry Lane School. The scope of this project was previously included as part of the Tassajara Road Realignment & Widening (ST0116) that includes the design and construction of Tassajara Road from North Dublin Ranch Drive to Dublin's northern limit. In 2019, the scope of ST0116 was revised to only include the segment of Tassajara Road north of Fallon Road.

The project improves Tassajara Road to a four-lane arterial standard, with bike lanes, sidewalks, landscaped median, stormwater treatment areas, and other associated street improvements. Portions of the existing roadway have been improved by adjacent development projects, and this project constructs the street improvements implementing the General Plan and the Complete Streets Policy. This roadway segment is a project within the Eastern Dublin Transportation Impact Fee program. Preliminary engineering and environmental documentation were completed as part of ST0116.

Details

Type of Project: Improvements

Capital Cost

FY2027 Budget
$1.5M

Total Budget (all years)
$1.5M

Project Total (to date)
$16.5M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$136,040	$0	$0	$0	$0	$0	$0	**$136,040**
9200 - Contract Services	$2,169,660	$0	$0	$0	$0	$0	$0	**$2,169,660**
9300 - Land/Right-of-way	$436,300	$0	$0	$0	$0	$0	$0	**$436,300**
9400 - Improvements	$11,840,000	$1,500,000	$0	$0	$0	$0	$0	**$13,340,000**
9500 - Miscellaneous	$418,000	$0	$0	$0	$0	$0	$0	**$418,000**
Total	**$15,000,000**	**$1,500,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$16,500,000**

Funding Sources

FY2027 Budget
$1.5M

Total Budget (all years)
$1.5M

Project Total (to date)
$16.5M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
2201 - State Gas Tax	$1,201,980	$0	$0	$0	$0	$0	$0	**$1,201,980**
2207 - Transportation for Clean Air	$128,000	$0	$0	$0	$0	$0	$0	**$128,000**
2214 - Measure BB Sales Tax - Local Streets Fund (Alameda CTC)	$500,000	$1,500,000	$0	$0	$0	$0	$0	**$2,000,000**
2217 - Measure BB Grants	$872,000	$0	$0	$0	$0	$0	$0	**$872,000**
2922 - Tri-Valley Transportation Council Grants	$1,450,000	$0	$0	$0	$0	$0	$0	**$1,450,000**
4301 - Eastern Dublin Transportation Impact Fee	$3,848,020	$0	$0	$0	$0	$0	$0	**$3,848,020**
4305 - Traffic Impact Fee - Dougherty Valley	$1,500,000	$0	$0	$0	$0	$0	$0	**$1,500,000**
4306 - Tri-Valley Transportation Development Fee	$5,500,000	$0	$0	$0	$0	$0	$0	**$5,500,000**
Total	**$15,000,000**	**$1,500,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$16,500,000**

Project Timeline

- **07/1/2025**

  The project right-of-way acquisition was completed in 2025.

- **07/1/2026**

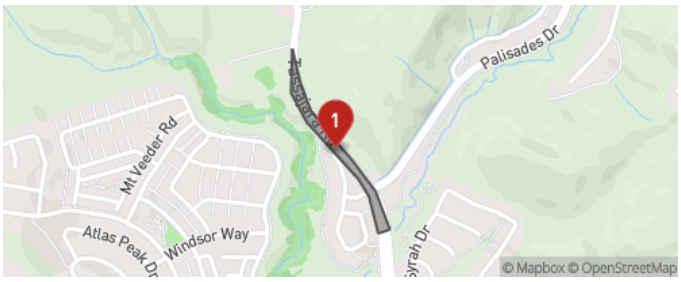
  The project design is complete with construction anticipated to begin in 2026.

Tassajara Road Realignment and Widening - Fallon Road to North City Limit

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Public Works
Type	Capital Improvement
Project Type	Streets
Project Number	ST0116

Project Location



Description

This project provides for the planning and preliminary engineering necessary to define a new roadway alignment, design cross-section, right-of-way requirements, and environmental clearance for Tassajara Road between North Dublin Ranch Drive and the City/Contra Costa County limits. The project also includes the design and construction of a realigned Tassajara Road from Fallon Road to the northern city limit, coordinated with a Contra Costa County project to improve the segment north of the city limits to Windemere Parkway. The project includes widening Tassajara Road to a four-lane arterial standard with bike lanes, sidewalks, landscaped medians, stormwater treatment areas, and other associated street improvements. The project also constructs new street improvements and realigns the remaining segments of the existing roadway to improve safety, enhance circulation, and support the City's Complete Streets Policy.

The design and construction of the southerly segment of Tassajara Road is included in a separate Capital Improvement Program project, Tassajara Road Improvements North Dublin Ranch Drive to Quarry Lane School (ST0119). Additionally, portions of the roadway will be improved through adjacent development projects. This roadway segment is also identified in both the Tri-Valley Transportation Council Strategic Expenditure Plan (Project B-8) and the Eastern Dublin Transportation Impact Fee Program.

Details

Type of Project: Improvements

Capital Cost

FY2027 Budget	Total Budget (all years)	Project Total (to date)
$0	**$0**	**$12.8M**

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$305,478	$0	$0	$0	$0	$0	$0	**$305,478**
9200 - Contract Services	$1,924,149	$0	$0	$0	$0	$0	$0	**$1,924,149**
9300 - Land/Right-of-way	$1,980,000	$0	$0	$0	$0	$0	$0	**$1,980,000**
9400 - Improvements	$8,072,476	$0	$0	$0	$0	$0	$0	**$8,072,476**
9500 - Miscellaneous	$495,313	$0	$0	$0	$0	$0	$0	**$495,313**
Total	**$12,777,416**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$12,777,416**

Funding Sources

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$12.8M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
2201 - State Gas Tax	$200,000	$0	$0	$0	$0	$0	$0	**$200,000**
2220 - Road Maint. & Rehab Account (RMRA)	$692,059	$0	$0	$0	$0	$0	$0	**$692,059**
2922 - Tri-Valley Transportation Council Grants	$1,000,000	$0	$0	$0	$0	$0	$0	**$1,000,000**
4301 - Eastern Dublin Transportation Impact Fee	$6,008,739	$0	$0	$0	$0	$0	$0	**$6,008,739**
4303 - Traffic Impact Fee - Category 3	$409,263	$0	$0	$0	$0	$0	$0	**$409,263**
4305 - Traffic Impact Fee - Dougherty Valley	$3,964,338	$0	$0	$0	$0	$0	$0	**$3,964,338**
4306 - Tri-Valley Transportation Development Fee	$503,017	$0	$0	$0	$0	$0	$0	**$503,017**
Total	**$12,777,416**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$12,777,416**

Project Timeline

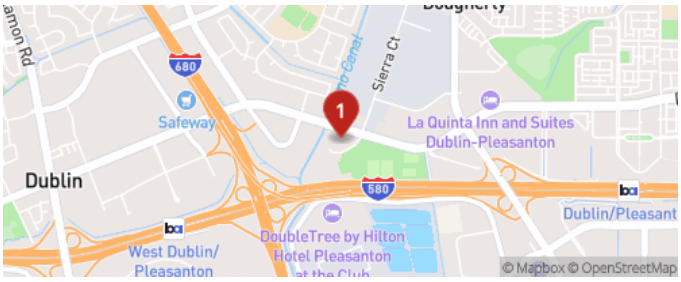
- **01/1/2015**
  The City of Dublin and Contra Costa County approved and entered into an MOU for planning and preliminary engineering.
- **09/23/2020**
  The City of Dublin and Contra Costa County executed a JEPA for the County to take the lead in the design phase.
- **01/1/2021**
  The project preliminary design and planning phases to develop conceptual plans had begun.
- **01/1/2025**
  The project design had begun.
- **07/1/2026**
  The project design and permitting are anticipated to be complete with construction anticipated to begin in 2028.

Traffic Signal and Roadway Safety Improvements

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Public Works
Type	Capital Improvement
Project Type	Streets
Project Number	ST0123

Project Location



Description

This project provides for feasibility, design, construction, and modification of traffic signals and roadway safety improvements at locations prioritized and recommended by the Local Roadway Safety Plan (LRSP). The project includes upgrades to traffic signal infrastructure and related safety improvements, including traffic signal poles and mast arms, vehicle and pedestrian signal heads, signal controllers and cabinets, streetlighting and safety lighting, signal phasing and timing modifications, signing and striping improvements, and other countermeasures identified through the LRSP toolbox and systemic and site-specific recommendations. The project also evaluates the design and installation of protected intersection elements.

Details

Type of Project: Improvements

Capital Cost

FY2027 Budget	Total Budget (all years)	Project Total (to date)
$0	**$0**	**$170K**

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$20,800	$0	$0	$0	$0	$0	$0	**$20,800**
9200 - Contract Services	$149,200	$0	$0	$0	$0	$0	$0	**$149,200**
Total	**$170,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$170,000**

Funding Sources

FY2027 Budget	Total Budget (all years)	Project Total (to date)
$0	**$0**	**$170K**

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
1001 - General Fund	$0	$0	$0	$0	$0	$0	$0	**$0**
2214 - Measure BB Sales Tax - Local Streets Fund (Alameda CTC)	$85,000	$0	$0	$0	$0	$0	$0	**$85,000**
2215 - Measure BB Sales Tax - Bike & Ped. Fund (Alameda CTC)	$85,000	$0	$0	$0	$0	$0	$0	**$85,000**
Total	**$170,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$170,000**

Project Timeline

- **01/31/2023**

  The City Council approved the LRSP.

- **07/1/2025**

  The project installed yellow retroreflective borders at 14 intersections that were identified in the LRSP.

- **07/1/2026**

  Future LRSP project implementations will be incorporated into upcoming improvement projects.

Traffic Signal Re-Lamping

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Public Works
Type	Capital Improvement
Project Type	Streets
Project Number	ST0223

Project Location



Description

This project provides for replacing traffic signal and pedestrian signal LED lamps at approximately 78 signalized intersections. The City currently has 98 traffic signals, many of which were installed in 2008, and the LED lamps are reaching the end of their useful life of eight-to-ten years. New LED lamps will ensure proper visibility of vehicle and pedestrian signal heads, which is critical for maintaining safe traffic flow. The City has replaced 20 signalized intersection lamps through ongoing maintenance efforts.

Details

Type of Project: Replacement

Capital Cost

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$647K

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$12,480	$0	$0	$0	$0	$0	$0	**$12,480**
9200 - Contract Services	$70,000	$0	$0	$0	$0	$0	$0	**$70,000**
9400 - Improvements	$564,600	$0	$0	$0	$0	$0	$0	**$564,600**
Total	**$647,080**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$647,080**

Funding Sources

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$647K

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
2201 - State Gas Tax	$237,080	$0	$0	$0	$0	$0	$0	**$237,080**
2212 - Vehicle Registration Fee (Alameda CTC)	$260,000	$0	$0	$0	$0	$0	$0	**$260,000**
2214 - Measure BB Sales Tax - Local Streets Fund (Alameda CTC)	$50,000	$0	$0	$0	$0	$0	$0	**$50,000**
2215 - Measure BB Sales Tax - Bike & Ped. Fund (Alameda CTC)	$100,000	$0	$0	$0	$0	$0	$0	**$100,000**
Total	**$647,080**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$647,080**

Project Timeline

- **07/1/2025**

  The project construction had begun.

- **07/1/2026**

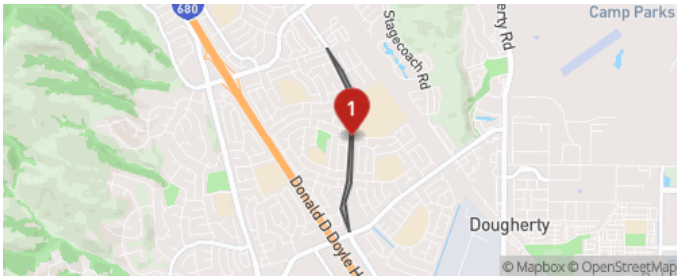
  The re-lamping of green lights was completed. The project continues to re-lamp the traffic signals and is expected to be complete in 2027.

Village Parkway Reconstruction

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Public Works
Type	Capital Improvement
Project Type	Streets
Project Number	ST0323

Project Location



Description

This project provides for the planning, design, and construction to replace approximately 6,000 linear feet of the existing streetscape elements on Village Parkway between Amador Valley Boulevard and the northern City Limit. The project also transforms the segment of Village Parkway between Amador Valley Boulevard and Kimball Avenue into a pedestrian and bicycle-friendly roadway incorporating complete streets elements such as median islands, bulbouts, decorative or high visibility crosswalks, and streetlighting. The project also reconstructs the median island, reconstructs the roadway base immediately adjacent to the median island, improves the necessary sidewalk, curb, and gutter, upgrades curb ramps to Americans with Disabilities Act, performs necessary utilities, landscaping, stormwater improvements, and new roadway pavement.

The project also includes replacement of the City entrance monument sign in the Village Parkway median at Kimball Avenue, as well as intersection improvements at Village Parkway and Amador Valley Boulevard, including removal of slip lanes, curb ramp upgrades, crosswalk realignment, and traffic signal modifications.

Details

Type of Project: Renovation

Capital Cost

FY2027 Budget
$3.3M

Total Budget (all years)
$27.3M

Project Total (to date)
$40M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
9100 - Salaries & Benefits	$159,432	$89,440	$500,000	$0	$0	$0	$0	**$748,872**
9200 - Contract Services	$2,505,048	$510,560	$5,000,000	$0	$0	$0	$0	**$8,015,608**
9400 - Improvements	$10,000,000	$2,700,000	$18,450,000	$0	$0	$0	$0	**$31,150,000**
9500 - Miscellaneous	$85,520	$0	$0	$0	$0	$0	$0	**$85,520**
Total	**$12,750,000**	**$3,300,000**	**$23,950,000**	**$0**	**$0**	**$0**	**$0**	**$40,000,000**

Funding Sources

FY2027 Budget
$3.3M

Total Budget (all years)
$27.3M

Project Total (to date)
$40M

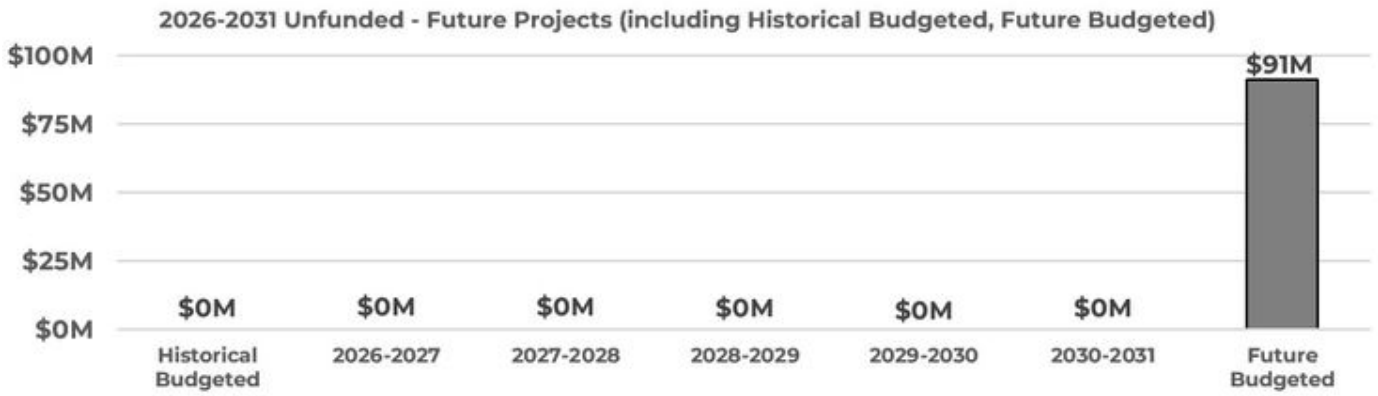
Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
1001 - General Fund	$0	$200,000	$0	$0	$0	$0	$0	**$200,000**
1101 - General Fund Designated Reserve	$12,200,000	$2,800,000	$4,500,000	$0	$0	$0	$0	**$19,500,000**
2201 - State Gas Tax	$300,000	$100,000	$0	$0	$0	$0	$0	**$400,000**
2214 - Measure BB Sales Tax - Local Streets Fund (Alameda CTC)	$250,000	$200,000	$0	$0	$0	$0	$0	**$450,000**
2217 - Measure BB Grants	$0	$0	$1,215,000	$0	$0	$0	$0	**$1,215,000**
2924 - VRF (ACTC) Grants	$0	$0	$285,000	$0	$0	$0	$0	**$285,000**
9997 - Other	$0	$0	$9,150,000	$0	$0	$0	$0	**$9,150,000**
9998 - Unidentified	$0	$0	$8,800,000	$0	$0	$0	$0	**$8,800,000**
Total	**$12,750,000**	**$3,300,000**	**$23,950,000**	**$0**	**$0**	**$0**	**$0**	**$40,000,000**

Project Timeline

- **02/20/2024**
  The City Council approved the Concept Plan and approved the recommendation to add replacement of the neighborhood concrete walls to the project.
- **05/22/2025**
  The project received grants funding in the amount of $9,150,000 from the State Transportation Improvement Program, which will be allocated in Fiscal Year 2027-28. The project also received grant funding in the amount of $1,215,000 in Measure BB funds and $285,000 in VRF funds, which will be allocated in Fiscal Year 2027-28.
- **07/1/2025**
  The project design had begun.
- **07/1/2026**
  The project design and permitting are anticipated to be complete in 2027 and construction is anticipated to begin in 2028.

Unfunded - Future Projects



2026-2031 CAPITAL IMPROVEMENT PROGRAM - UNFUNDED-FUTURE									
PROJECT NUMBER & DESCRIPTION		HISTORICAL BUDGETED	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	FUTURE BUDGETED	TOTAL
S-01	City Entrance Signs	$0	$0	$0	$0	$0	$0	$510,000	$510,000
P-01	Dublin Sports Grounds - Phase 5 Renovation	$0	$0	$0	$0	$0	$0	$2,750,000	$2,750,000
S-02	Eastern Dublin Transportation Impact Fee	$0	$0	$0	$0	$0	$0	$61,750,000	$61,750,000
P-02	Emerald Glen Recreation and Aquatic Complex - Phase 2	$0	$0	$0	$0	$0	$0	$17,600,000	$17,600,000
S-03	Western Dublin Transportation Impact Fee	$0	$0	$0	$0	$0	$0	$8,750,000	$8,750,000
TOTAL COSTS		**$ 0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$91,360,000**	**$91,360,000**

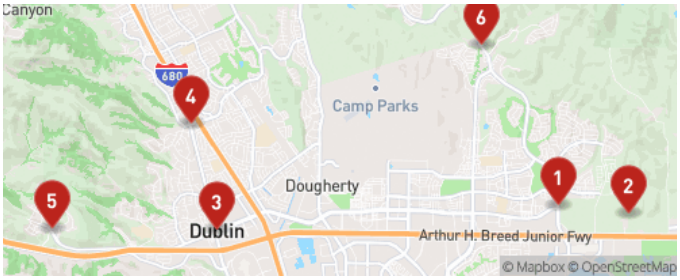
FINANCING - UNFUNDED-FUTURE									
FINANCING		HISTORICAL BUDGETED	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	FUTURE BUDGETED	TOTAL
	Unidentified	$0	$0	$0	$0	$0	$0	$91,360,000	$91,360,000
TOTAL FINANCING		**$ 0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$91,360,000**	**$91,360,000**

City Entrance Signs

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Public Works
Type	Other
Project Type	Unfunded - Future Projects
Project Number	S-01

Project Location



Description

This project provides for the design and construction to install City entrance signs at the San Ramon Road median at Alcosta Boulevard, Schaefer Ranch Road at Dublin Boulevard, Tassajara Road north of Fallon Road, Dublin Boulevard at San Ramon Road (Downtown gateway), Fallon Road at Dublin Boulevard, and Dublin Boulevard at the eastern city limit. The new signs will conform to the Streetscape Master Plan and will match the existing granite monument signs currently installed citywide.

Capital Cost

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total
$510K

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
Estimated Costs	$0	$0	$0	$0	$0	$0	$510,000	**$510,000**
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$510,000**	**$510,000**

Funding Sources

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total
$510K

Detailed Breakdown

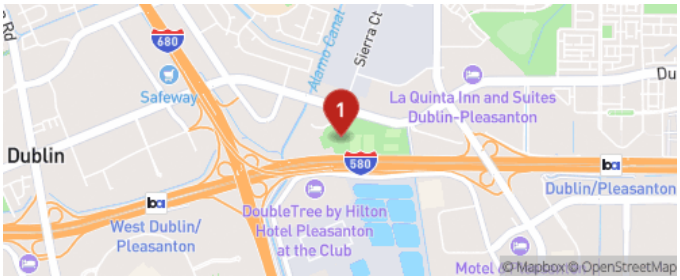
Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
Unidentified	$0	$0	$0	$0	$0	$0	$510,000	**$510,000**
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$510,000**	**$510,000**

Dublin Sports Grounds - Phase 5 Renovation

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Public Works
Type	Other
Project Type	Unfunded - Future Projects
Project Number	P-01

Project Location



Description

This project provides for the design and construction to renovate a portion of the Dublin Sports Grounds. The Phase 5 project encompasses approximately 180,000 square feet, west of Soccer Field #3, which includes installation of a sand channel drainage system, irrigation upgrades, and new turf.

Capital Cost

FY2027 Budget	Total Budget (all years)	Project Total
$0	**$0**	**$2.75M**

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
Estimated Costs	$0	$0	$0	$0	$0	$0	$2,750,000	**$2,750,000**
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$2,750,000**	**$2,750,000**

Funding Sources

FY2027 Budget	Total Budget (all years)	Project Total
$0	**$0**	**$2.75M**

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
Unidentified	$0	$0	$0	$0	$0	$0	$2,750,000	**$2,750,000**
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$2,750,000**	**$2,750,000**

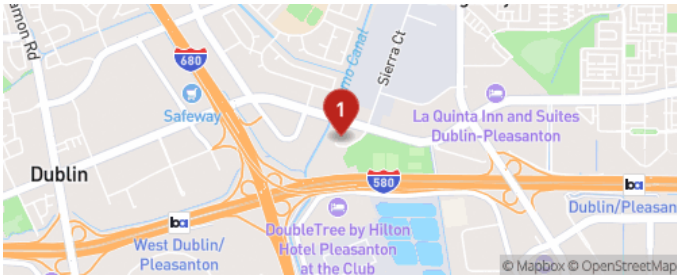
Eastern Dublin Transportation Impact Fee

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Public Works
Type	Other
Project Type	Unfunded - Future Projects
Project Number	S-02

Project Location

100 Civic Plaza



Description

This project provides for the design and construction of 15 projects being partially funded by the Eastern Dublin Transportation Impact Fee (EDTIF) program. The City Council established the EDTIF program in January 1995 and adopted the most recent update in December 2021. This project does not include completed EDTIF projects, current projects that are individual CIP projects, or current projects to be constructed by developers. EDTIF projects within the five-year capital improvement program are ST0116 Tassajara Road Realignment & Widening, ST0119 Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School, and ST0216 Dublin Boulevard Extension.

Capital Cost

FY2027 Budget	Total Budget (all years)	Project Total
$0	**$0**	**$61.8M**

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
Estimated Costs	$0	$0	$0	$0	$0	$0	$61,750,000	**$61,750,000**
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$61,750,000**	**$61,750,000**

Funding Sources

FY2027 Budget	Total Budget (all years)	Project Total
$0	**$0**	**$61.8M**

Detailed Breakdown

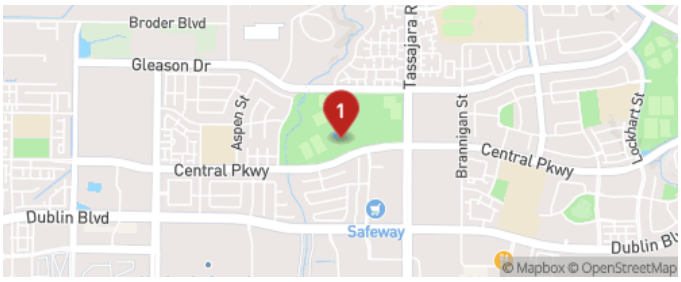
Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
Unidentified	$0	$0	$0	$0	$0	$0	$61,750,000	**$61,750,000**
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$61,750,000**	**$61,750,000**

Emerald Glen Recreation and Aquatic Complex - Phase 2

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Public Works
Type	Other
Project Type	Unfunded - Future Projects
Project Number	P-02

Project Location



Description

This project provides for the design and construction of the final phase of the Emerald Glen Recreation and Aquatic Complex (The Wave). Amenities include a community room and gymnasium space. This project may be modified as the City has entered into an agreement for a joint-use gymnasium at the Dublin Crossing school site. Until such time, it will remain as a future project.

Capital Cost

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total
$17.6M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
Estimated Costs	$0	$0	$0	$0	$0	$0	$17,600,000	**$17,600,000**
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$17,600,000**	**$17,600,000**

Funding Sources

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total
$17.6M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
Unidentified	$0	$0	$0	$0	$0	$0	$17,600,000	**$17,600,000**
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$17,600,000**	**$17,600,000**

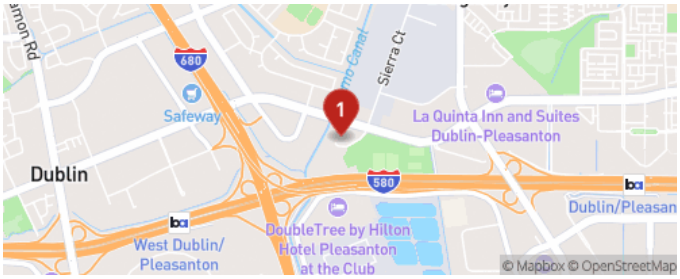
Western Dublin Transportation Impact Fee

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Public Works
Type	Other
Project Type	Unfunded - Future Projects
Project Number	S-03

Project Location

100 Civic Plaza



Description

This project provides for the design and construction of eight projects being partially funded by the Western Dublin Transportation Impact Fee (WDTIF) program. The City Council adopted an update to the WDTIF in September 2016. The WDTIF program includes a total of nine projects, however two projects are within the five-year capital improvement program, which are ST0815 - Amador Plaza Road Bicycle and Pedestrian Improvements, and ST0423 - Golden Gate Drive Intersection Improvements - Dublin Boulevard and St. Patrick Way.

Capital Cost

FY2027 Budget	Total Budget (all years)	Project Total
$0	**$0**	**$8.75M**

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
Estimated Costs	$0	$0	$0	$0	$0	$0	$8,750,000	**$8,750,000**
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$8,750,000**	**$8,750,000**

Funding Sources

FY2027 Budget	Total Budget (all years)	Project Total
$0	**$0**	**$8.75M**

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
Unidentified	$0	$0	$0	$0	$0	$0	$8,750,000	**$8,750,000**
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$8,750,000**	**$8,750,000**

RESOLUTION NO. 26 - 04

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF DUBLIN

FINDING CONFORMITY WITH THE GENERAL PLAN FOR THE FISCAL YEARS 2026-27 AND 2027-28 PROJECTS IN THE FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM 2026-2031

WHEREAS, Staff has prepared the proposed Five-Year Capital Improvement Program (CIP) 2026-2031; and

WHEREAS, the CIP was prepared to identify public infrastructure, public art, park development, facilities development, and other capital improvements for this five-year period; and

WHEREAS, Government Code Section 65103 requires that the Planning Commission (Commission) review the Capital Improvement Program for conformity with the City's General Plan; and

WHEREAS, Government Code Sections 65401 and 65402(a) require that plans for major public works projects for the ensuing fiscal year be submitted to the Commission for review as to conformance with the City's General Plan; and

WHEREAS, the proposed finding of conformity with the General Plan is not a project as defined by the California Environmental Quality Act (CEQA) Guidelines Section 15378 because it does not commit the City to any of the identified projects in the CIP; and

WHEREAS, the Commission did review and consider the draft document and heard recommendations at a public meeting on May 12, 2026.

NOW, THEREFORE, BE IT RESOLVED that the City of Dublin Planning Commission does hereby find conformity with the General Plan for the Fiscal Years 2026-27 and 2027-28 projects in the Five-Year Capital Improvement Program 2026-2031.

BE IT FURTHER RESOLVED that said Resolution shall be submitted to the City Council in accordance with the Government Code.

{Signatures on the Following Page}

PASSED, APPROVED AND ADOPTED this 12th day of May 2026 by the following vote:

AYES: **Badami, Prasath, Rashid, Simuro, Wu**

NOES:

ABSENT:

ABSTAIN:

DocuSigned by:
46B251ABA5E947D...
Planning Commission Chair

ATTEST:

Signed by:
Jennifer J Byous
42EE98529DEB4CF...
Planning Manager

Proposed Five-Year Capital Improvement Program 2026-2031

June 2, 2026



DUBLIN
CALIFORNIA

Background and Schedule

- Five-Year CIP drafted every two years to coincide with the City's two-year budget process
- March 6 – Preliminary Budget and CIP presented at the City Council Strategic Planning Workshop
- March 12 – Heritage and Cultural Arts Commission reviewed related CIP projects
- March 16 – Parks and Community Services Commission reviewed related CIP projects
- April 21 – Draft Proposed CIP presented at City Council
- May 12 – CIP to be presented to Planning Commission
- **June 2 – CIP to be adopted by City Council**

Capital Improvement Program

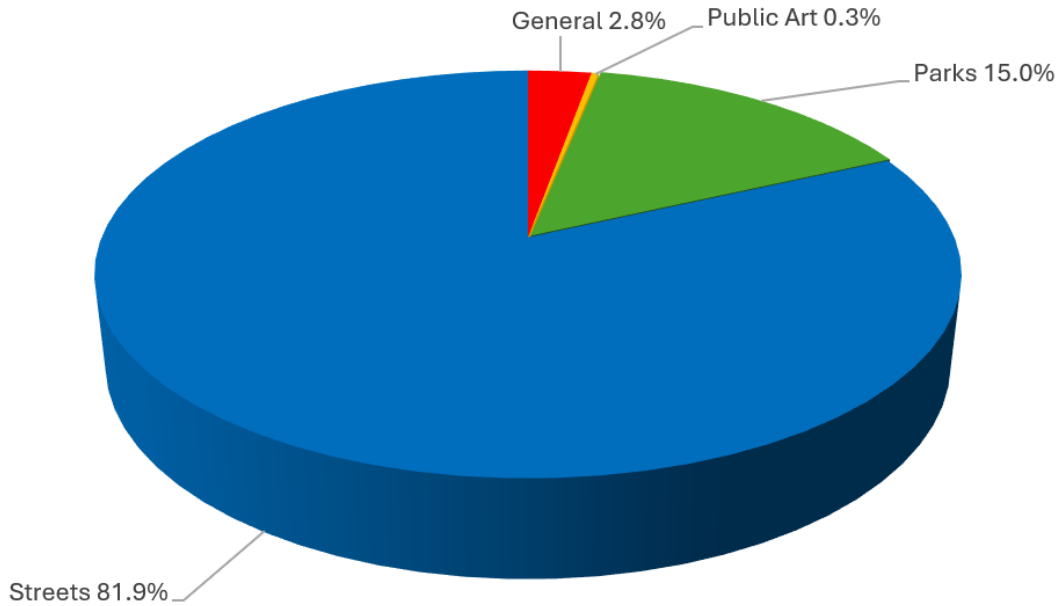
- A Capital Improvement Program (CIP) is a five-year planning document used by the City to identify and establish budgets for CIP projects.
- CIP project budgets are funded from various funding sources, including General Fund, Impact Fees, Assessment Districts, and Grants.
- CIP is adopted every two years.
- CIP funding is annually appropriated, coinciding with the City Budget process.

2026-2031 CIP

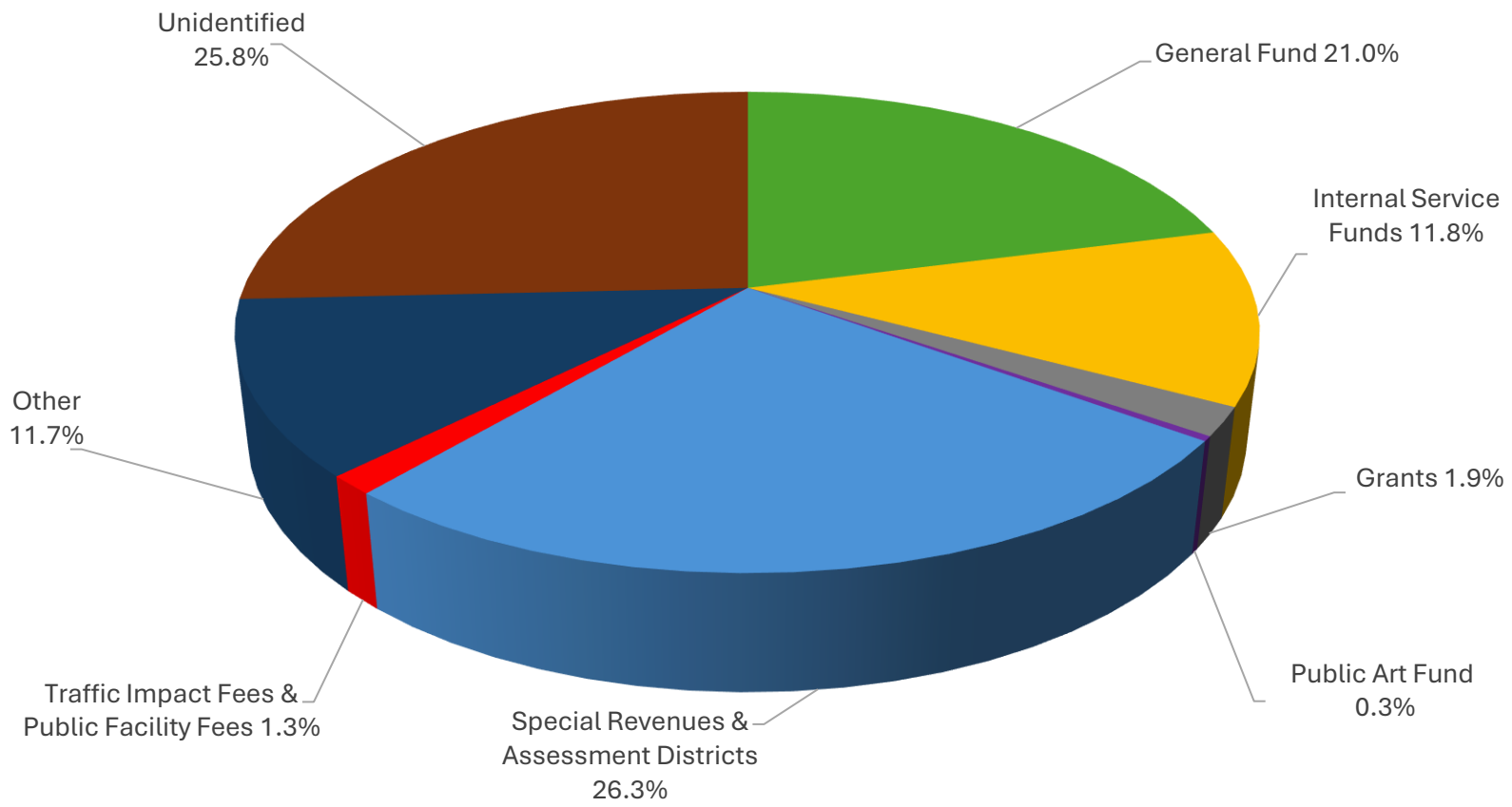


2026-2031 CIP

CATEGORY	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	FIVE-YEAR
General Improvements	$500,000	$0	$1,700,000	$0	$0	$2,200,000
Public Art	$250,000	$0	$0	$0	$0	$250,000
Parks	$900,000	$3,278,654	$2,400,000	$2,250,000	$2,900,000	$11,728,654
Streets	$9,942,000	$34,742,000	$6,292,000	$7,750,000	$5,250,000	$63,976,000
TOTAL	**$11,592,000**	**$38,020,654**	**$10,392,000**	**$10,000,000**	**$8,150,000**	**$78,154,654**



2026-2031 CIP Program – Funding Sources



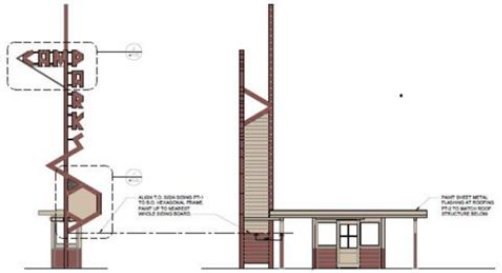
Exterior Improvements



2026-2031 CIP – General Improvements

PROJECT NAME	HISTORICAL BUDGETED	2026-2027 BUDGET	2027-2028	2028-2029	2029-2030	2030-2031	FUTURE YEARS	TOTAL
Audio Visual System Upgrade	$1,671,040							$1,671,040
Citywide Energy Improvements	$25,514,270							$25,514,270
Civic Center Elevator Modernization	$900,000							$900,000
Civic Center Rehabilitation	$2,236,730							$2,236,730
Condition Assessment of Water Features	$50,000							$50,000
Corporation Yard Equipment Wash Pad							$475,000	$475,000
Dublin Arts Center	$15,397,035							$15,397,035
Electric Vehicle (EV) Charging Stations	$427,459						$300,000	$727,459
Exterior Improvements	$15,000,000							$15,000,000
Facilities Parking Lot Resurfacing	$1,000,000							$1,000,000
Financial System Replacement	$2,515,000							$2,515,000
Irrigation System Upgrades	$1,840,000							$1,840,000
IT Infrastructure Improvement	$1,243,600							$1,243,600
Library Tenant Improvements	$4,835,665							$4,835,665
Municipal Fiber	$140,000							$140,000
Resiliency and Disaster Preparedness Imp.	$3,414,189							$3,414,189
Shannon Community Center Play Yard				$200,000				$200,000
Situational Awareness Camera Program	$585,000							$585,000
The Wave Pool Replastering		$500,000		$1,500,000				$2,000,000
Waste Enclosures Upgrades	$325,000						$2,800,000	$3,125,000
TOTAL	**$77,094,988**	**$500,000**	**$0**	**$1,700,000**	**$0**	**$0**	**$3,575,000**	**$82,869,988**

Camp Parks Sign













2026-2031 CIP – Public Art

PROJECT NAME	HISTORICAL BUDGETED	2026-2027 BUDGET	2027-2028	2028-2029	2029-2030	2030-2031	FUTURE YEARS	TOTAL
Downtown Dublin	$1,250,000	$250,000						$1,500,000
Outdoor Murals	$200,000							$200,000
TOTAL	**$1,450,000**	**$250,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,700,000**

Iron Horse Nature Park & Open Space







2026-2031 CIP – Parks

PROJECT NAME	HISTORICAL BUDGETED	2026-2027 BUDGET	2027-2028	2028-2029	2029-2030	2030-2031	FUTURE YEARS	TOTAL
Alamo Creek Park and Assessment District - Fence Replacement	$850,000							$850,000
Downtown Dublin Town Square Park	$111,565						$4,500,000	$4,611,565
Dublin Sports Grounds Rehabilitation				$150,000	$600,000	$2,900,000		$3,650,000
Emerald Glen Ball Field Renovation		$400,000						$400,000
Fallon Sports Park - Artificial Turf Field Replacement				$2,250,000				$2,250,000
Fallon Sports Park - Baseball Field G Upgrades	$400,000							$400,000
Forest Park	$3,538,947							$3,538,947
Iron Horse Nature Park and Open Space	$9,391,246		$2,778,654					$12,169,900
Kolb Park Renovation	$2,425,000				$1,050,000			$3,475,000
Parks Playground Replacement	$1,109,560							$1,109,560
Restrooms Replacement	$1,475,000	$500,000						$1,975,000
Sports Courts Resurfacing	$600,000		$500,000		$600,000		$400,000	$2,100,000
Sunday School Barn Flooring	$385,000							$385,000
Wallis Ranch Community Park	$11,760,000							$11,760,000
TOTAL	**$32,046,318**	**$900,000**	**$3,278,654**	**$2,400,000**	**$2,250,000**	**$2,900,000**	**$4,900,000**	**$48,674,972**

Regional Street Crossing



2026-2031 CIP – Streets

PROJECT NAME	HISTORICAL BUDGETED	2026-2027 BUDGET	2027-2028	2028-2029	2029-2030	2030-2031	FUTURE YEARS	TOTAL
Amador Plaza Road Bicycle and Pedestrian Imp.	$1,413,649							$1,413,649
Annual Street Resurfacing	$26,033,862	$3,100,000	$4,500,000	$4,500,000	$4,500,000	$4,500,000		$47,133,862
Citywide Bicycle and Pedestrian Improvements	$9,686,045	$750,000	$750,000	$750,000	$750,000	$750,000		$13,436,045
Citywide Signal Communications Upgrade	$6,939,427							$6,939,427
Downtown Dublin Street Grid Network	$228,020						$21,200,000	$21,428,020
Dublin Boulevard Extension - Fallon Road to North Canyons Parkway	$42,191,712						$84,222,306	$126,414,018
Dublin Ranch Street Light Improvements	$150,741	$42,000	$42,000	$42,000				$276,741
Gleason Drive Bridge Repair		$750,000						$750,000
Golden Gate Drive Intersection Improvements at Dublin Boulevard and St. Patrick Way	$951,640			$1,000,000	$2,500,000			$4,451,640
Green Stormwater Infrastructure	$4,209,063							$4,209,063
Iron Horse Trail Bridge at Dublin Boulevard	$14,054,439							$14,054,439
Local Street Resurfacing at I580 Interchanges		$500,000	$5,500,000					$6,000,000
San Ramon Road Trail Lighting	$173,461							$173,461
Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School	$15,000,000	$1,500,000						$16,500,000
Tassajara Road Realignment and Widening - Fallon Road to North City Limit	$12,777,416							$12,777,416
Traffic Signal and Roadway Safety Improvements	$170,000							$170,000
Traffic Signal Re-Lamping	$647,080							$647,080
Village Parkway Reconstruction	$12,750,000	$3,300,000	$23,950,000					$40,000,000
TOTAL	**$147,376,555**	**$9,942,000**	**$34,742,000**	**$6,292,000**	**$7,750,000**	**$5,250,000**	**$105,422,306**	**$316,774,861**

Future Projects & Costs Beyond Five-Year CIP

Projects & Costs Beyond the CIP Timeframe ($205.3M)

- Corporation Yard Equipment Wash Pad *
- Electric Vehicle (EV) Charging Stations (Future Phase)
- Waste Enclosure Upgrades *
- Downtown Dublin Town Square Park
- Dublin Sports Grounds – Phase 5 Renovation*
- Emerald Glen Rec & Aquatic Complex - Phase 2*
- Sports Courts Resurfacing
- City Entrance Signs*
- Downtown Dublin Street Grid Network
- Dublin Boulevard Extension
- Eastern Dublin Transportation Impact Fee Projects*
- Western Dublin Transportation Impact Fee Projects*

* Future Projects Beyond 5-year Timeframe.

Staff Recommendation

- Conduct the Public Hearing and Deliberate
- Adopt the Resolution:
  - Adopting the Five-Year Capital Improvement Program 2026-2031
  - Authorizing the City Manager to Execute a Reimbursement Agreement with Dublin Unified School District for the Emerald Glen Park Ball Field Renovation Project

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: **June 2, 2026**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Consideration of Ballot Measure to Amend Dublin Municipal Code Section 3.16.030 to Increase the Rate of the Transient Occupancy Tax
Prepared by: Felicia Escover, Economic Development Manager

EXECUTIVE SUMMARY:

The City Council will consider placing a measure on the ballot to amend Section 3.16.030 of the Dublin Municipal Code to increase the rate of the Transient Occupancy Tax from 8 percent to 10 percent effective July 1, 2027, and from 10 percent to 12 percent effective July 1, 2028. If approved by voters, the measure would apply to guests staying at hotels within the City of Dublin, unless otherwise exempt under applicable law.

STAFF RECOMMENDATION:

Adopt the **Resolution** Ordering the Submission to the Qualified Electors of the City of Dublin an Ordinance Amending Section 3.16.030 of the Dublin Municipal Code to Increase the Rate of the Transient Occupancy Tax; Calling for an Election to be Consolidated with the Statewide General Election to be Held on November 3, 2026; Fixing the Date and Manner of the Election and the Procedure for Voting Therein; and Providing for Notice Thereof.

FINANCIAL IMPACT:

If approved by the voters, the proposed phased increase to the Transient Occupancy Tax rate to 10 percent is estimated to generate approximately $350,000 in additional revenue, and the total increase to 12 percent is estimated to generate approximately $700,000 annually in additional revenue, assuming stable hotel performance and market conditions. The estimated cost to prepare ballot materials for the November 2026 General Municipal Election is approximately $33,630. Because a municipal election is already scheduled for November 2026, no additional election-related costs would be incurred for ballot placement.

DESCRIPTION:

Background
Transient Occupancy Tax (TOT), often referred to as a “bed tax” or “hotel tax,” is authorized under California Revenue and Taxation Code Section 7280. The tax is imposed on the privilege of occupying a room or other living space in a hotel, inn, tourist home, motel, or similar lodging for a period of 30 days or less. Certain exemptions apply, including official state and federal government travel.

On September 10, 1984 the City Council adopted Ordinance 16-84 establishing the City’s TOT at 8 percent. The rate has remained unchanged since that time. Any increase to the TOT requires voter approval through a ballot measure.

On February 17, 2026 the City Council received a report regarding the City’s TOT and directed Staff to move forward with preparation of a ballot measure utilizing a phased implementation approach to increase the City’s TOT rate from the current 8 percent to 10 percent effective July 1, 2027, and to 12 percent effective July 1, 2028.

Proposed Ballot Measure
The proposed ordinance would amend Section 3.16.030 of the Dublin Municipal Code to increase the City’s TOT according to the following schedule:

- Increase from 8 percent to 10 percent effective July 1, 2027; and
- Increase from 10 percent to 12 percent effective July 1, 2028.

Consistent with the City Council’s direction, the measure has been structured as a general tax measure. Revenues generated through the measure would continue to be deposited into the General Fund and used for general governmental purposes as determined through the annual budget process.

As a general tax measure, the proposed Resolution requires approval by at least four affirmative votes of the City Council for placement on the ballot and approval by a simple majority (50 percent plus one) of Dublin voters at the November 3, 2026 General Municipal Election.

Community Outreach and Stakeholder Engagement
Prior to the February 17, 2026 City Council meeting, Staff conducted preliminary outreach and discussions with local hotel operators regarding market conditions, business trends, and the potential for a TOT increase as part of the City’s ongoing Hospitality Expansion initiative identified in the adopted Economic Development Strategy.

Since that meeting, Staff has continued providing updates to local hoteliers regarding the proposed ballot measure and has extended invitations for additional meetings and discussion. Staff also attended a Dublin Chamber of Commerce Economic Development Committee meeting where the proposed TOT increase was discussed with members of the business community and hospitality stakeholders.

In addition to engaging is these discussions, Staff has continued ongoing efforts to support local hoteliers and hospitality businesses.

Election Timeline
If the Resolution is adopted, Staff will coordinate with the Alameda County Registrar of Voters to submit all required election materials and comply with applicable statutory deadlines associated with placement of the measure on the November 3, 2026 ballot.

STRATEGIC PLAN INITIATIVE:

Strategy 2: Fiscal Sustainability
Objective B: Identify and pursue new ongoing revenue sources to support long-term fiscal stability.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted. The Staff Report has also been shared with local hoteliers.

ATTACHMENTS:

1) Resolution Ordering the Submission to the Qualified Electors of the City of Dublin an Ordinance Amending Section 3.16.030 of the Dublin Municipal Code to Increase the Rate of the Transient Occupancy Tax; Calling for an Election to be Consolidated with the Statewide General Election to be Held on November 3, 2026; Fixing the Date and Manner of the Election and the Procedure for Voting Therein; and Providing for Notice Thereof
2) Exhibit A to the Resolution – Ordinance Amending Section 3.16.030 of the Dublin Municipal Code to Increase the Rate of the Transient Occupancy Tax

RESOLUTION NO. XX – 26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

ORDERING THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY OF DUBLIN AN ORDINANCE AMENDING SECTION 3.16.030 OF THE DUBLIN MUNICIPAL CODE TO INCREASE THE RATE OF THE TRANSIENT OCCUPANCY TAX; CALLING FOR AN ELECTION TO BE CONSOLIDATED WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON NOVEMBER 3, 2026; FIXING THE DATE AND MANNER OF THE ELECTION AND THE PROCEDURE FOR VOTING THEREIN; AND PROVIDING FOR NOTICE THEREOF

WHEREAS, the City of Dublin currently imposes a Transient Occupancy Tax ("TOT") pursuant to Chapter 3.16 of the Dublin Municipal Code; and

WHEREAS, the City Council adopted Ordinance No. 16-84 on September 10, 1984, establishing the City's current TOT rate of eight percent; and

WHEREAS, the TOT is imposed on the privilege of occupying a room or other lodging in a hotel, motel, inn, or similar facility within the City for a period of thirty (30) consecutive calendar days or less; and

WHEREAS, the TOT is paid by visitors staying in hotels and lodging establishments within the City and is an important source of General Fund revenue supporting municipal services and operations; and

WHEREAS, the City Council has identified the importance of maintaining long-term fiscal sustainability and identifying additional ongoing revenue sources to support municipal services, infrastructure, public safety, and quality of life initiatives; and

WHEREAS, on February 17, 2026, the City Council received a report regarding the City's TOT and directed Staff to prepare a ballot measure to increase the TOT utilizing a phased implementation approach; and

WHEREAS, the proposed ballot measure would increase the TOT rate from eight percent (8%) to ten percent (10%) effective July 1, 2027, and from ten percent (10%) to twelve percent (12%) effective July 1, 2028; and

WHEREAS, the proposed measure is structured as a general tax measure, with revenues deposited into the City's General Fund and available for general governmental purposes as determined through the annual budget process; and

WHEREAS, pursuant to Article XIII C of the California Constitution and applicable provisions of the California Elections Code, a general tax proposed by a local government must be submitted to the voters at a regularly scheduled general municipal election and approved by a majority vote of the electorate.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF DUBLIN DOES HEREBY RESOLVE AND ORDER AS FOLLOWS:

Section 1. That pursuant to the requirements of the Elections Code of the State of California and other applicable law, there is called and ordered to be held in the City of Dublin, California, on November 3, 2026, an election at which there shall be submitted to the qualified voters of the City a measure to amend Section 3.16.030 of the Dublin Municipal Code to increase the rate of the Transient Occupancy Tax.

Section 2. The ballot question for the proposed ordinance shall be as follows:

> "Shall the measure to protect essential City of Dublin general services, such as police, fire, emergency medical, street maintenance, and parks and recreation, by increasing the City's transient occupancy tax, which is paid only by hotel and lodging guests, from 8% to 10% on July 1, 2027 and to 12% on July 1, 2028, and generating approximately $7,000,000 over a ten-year period that cannot be taken by the State, be adopted?"

Section 3. The Ordinance to be considered by the voters pursuant to Section 2 of this Resolution is as set forth in **Exhibit A**.

Section 4. (a) An election on the measure set forth in Section 2 shall be held in consolidation with the statewide general election to be held on November 3, 2026, and shall be held and conducted in the manner prescribed in Section 10418 of the Elections Code of the State of California.

(b) The election on the measure set forth in Section 2 shall be held and conducted, the votes canvassed and the returns made, and the results ascertained and determined as provided by law.

(c) The election for the measure set forth in Section 2 shall be held as required by law, and the Alameda County Registrar of Voters is authorized to canvass the returns of that election with respect to the votes cast in the City of Dublin.

(d) At the next regular meeting of the City Council of the City of Dublin occurring after the returns of the election for the measure set forth in Section 2 have been canvassed and the certification of the results provided to the City Council, the City Council shall cause to be entered in its minutes a statement of the results of the election.

Section 5. (a) In accordance with Elections Code sections 9282 and 9283, arguments submitted for or against the measure shall not exceed 300 words in length and shall be printed upon the same sheet of paper and mailed to each voter with the sample ballot for the election and may be signed by not more than five persons.

(b) In accordance with Elections Code section 9282, the following headings, as appropriate, shall precede the arguments' wording, but shall not be counted in the 300-word maximum: "Argument Against Measure __" or "Argument In Favor of Measure __" (the blank spaces being filled only with the letter or number, if any, designating the measure).

(c) In accordance with Elections Code section 9283, printed arguments submitted to voters in accordance with section 9282 of the Elections Code shall be filed with the City Clerk, accompanied by the printed name(s) and signature(s) of the author(s) submitting it or, if submitted on behalf of an organization, the name of the organization and the printed name and signature of at least one of its principal officers. Arguments are due in the office of the City Clerk prior to 4:00 p.m., on August 3, 2026.

(d) The City Council may authorize, by motion, a member or members to prepare a draft argument against the measure and to return the draft for consideration and adoption by the City Council at a duly

noticed meeting of the City Council. In accordance with Elections Code section 9282, any councilmembers authorized by the City Council to do so may sign the argument against the measure.

Section 6. (a) Pursuant to Elections Code section 9285, when the City Clerk has selected the arguments for and against the measure, that will be printed and distributed to the voters, the City Clerk shall send copies of the argument in favor of the measure to the authors of the argument against, and copies of the argument against to the authors of the argument in favor. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument that it seeks to rebut.

(b) Rebuttal arguments shall not exceed 250 words and shall not be signed by more than five persons. The persons that sign the rebuttal arguments may be different persons than the persons that signed the direct arguments.

(c) The last day for submission of rebuttal arguments for or against the measure shall be by 4:00 p.m. on August 13, 2026.

Section 7. In accordance with Elections Code section 9280, the City Attorney is directed to file with the City Clerk an impartial analysis of the measure, not to exceed 500 words, showing the effect of the measure on the existing law and the operation of the measure.

Section 8. The City of Dublin recognizes that additional costs may be incurred by the County by reason of the measure and agrees to reimburse the County for such costs. The City Manager is hereby authorized and directed to appropriate the necessary funds to pay for the City's cost of placing the measure on the election ballot.

Section 9. (a) The City Clerk is directed to file a certified copy of this resolution with the Board of Supervisors of Alameda County and the Alameda County Elections Department. The City Clerk is hereby authorized and directed to take all steps necessary to place the measure on the ballot and to cause a synopsis of the measure to be published once in a newspaper of general circulation in accordance with California Elections Code 12111. A copy of the measure shall be made available to any voter upon request. The City Clerk is authorized and directed to give further additional notice of the measure in the time, form, and manner required by law.

(b) In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

Section 11. This Resolution and the measure are not a project under the California Environmental Quality Act (CEQA).

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED BY at least a two-thirds vote of the City Council of the City of Dublin, on this 2nd day of June, 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A

AN ORDINANCE OF THE CITY OF DUBLIN

AMENDING SECTION 3.16.030 OF THE DUBLIN MUNICIPAL CODE TO INCREASE THE RATE OF THE TRANSIENT OCCUPANCY TAX

The People of the City of Dublin do ordain as follows:

Section 1. Effective July 1, 2027, Section 3.16.030 of the Dublin Municipal Code is amended to read as follows (material deleted from the Dublin Municipal Code is in strikeout type and additions shown in underline):

> Pursuant to the authority of Section 7280 and 7281 of the Revenue and Taxation Code, for the privilege of occupancy in any hotel, each transient subject to and shall pay a tax in the amount of ~~eight percent (8%)~~ ten percent (10%) effective July 1, 2027 and twelve percent (12%) effective July 1, 2028 of the rent charged by the operator. The tax constitutes a debt owed by the transient to the city which is extinguished only by payment to the operator of the hotel at the time the rent is paid. If the rent is paid in installments, a proportionate share of the tax shall be paid with each installment. The unpaid tax shall be due upon the transient's ceasing to occupy space in the hotel. If for any reason the tax due is not paid to operator of the hotel, the Tax Administrator may require that such tax be paid directly to the Tax Administrator.

Dublin
CHAMBER OF COMMERCE

6300 Village Parkway, Suite 100
Dublin, California 94568
(925) 828-6200
info@dublinchamberofcommerce.org

www.dublinchamberofcommerce.org

June 1, 2026

Dublin City Council
100 Civic Plaza
Dublin, CA 94568

Dear Honorable Mayor and Members of the Dublin City Council,

After reviewing your June 2nd City Council agenda and careful deliberation, a majority of the Dublin Chamber of Commerce Board of Directors and the Chamber membership in the hospitality industry, have voted to oppose the proposed ballot measure that would increase the TOT Tax in the November General Election.

This measure is detrimental to the hospitality industry in Dublin, which is struggling at this time to build back occupancy which declined in the past four years. The recent measure authorized by the Dublin City Council, which would allocate $250,000 to market the hospitality industry in Dublin, while well-intended and appreciated, would not be necessary if the threat of the TOT tax increase was removed. The Chamber Board is not anti-city or anti-revenue but this proposal is focused on an industry that is down and struggling with low occupancy and high costs. The Chamber Board welcomes the opportunity to work with the city on alternatives to the proposed ballot measure as we both represent our mutual constituents.

We feel the city is premature in asking for a tax increase. Until these revenues are absolutely necessary, the city is better off supporting the local hospitality industry and retaining our current tax structure. Dublin has built a business-positive reputation for decades and we all want that to remain. A tax increase should not be taken lightly.

Thank you for your consideration, we are all looking to what is best in the short-, medium- and long-term interests of the business community and the City of Dublin.

On Behalf of the Dublin Chamber Board of Directors,

Ingeborg E. Houston
President/CEO

June 1, 2026

Dublin City Council
100 Civic Plaza
Dublin, CA 94568

Re: City of Dublin Tax on Tourism (TOT Tax)

To the Honorable Mayor and Members of the Dublin City Council,

I fully support the Dublin Chamber's position opposing the ballot measure and urge the City Council to reject the agenda item regarding the proposed TOT Tax.

A few points: we know how damaging this tax could be, not only to hotels, but to the entire Dublin hospitality ecosystem. Hotels and restaurants operate symbiotically here. Corporate travelers staying in Dublin hotels are often the same guests dining at our restaurants. When hotel occupancy drops, restaurants and F&B businesses feel it too. That broader economic impact deserves to be front and center in our continued discussions with the City.

On the $250,000 allocation, this figure is non-binding and unspecified. A commitment that carries no enforcement mechanism isn't a commitment. If the ballot measure passes despite our opposition, I agree with the letter's tone of welcoming the opportunity to work with the City. Moreover, I fully agree that the Chamber should have a hand in holding the City accountable for directing those potential funds toward specific tourism promotion, marketing campaigns, and hospitality support programs.

With Gratitude,

Jong K. Yoon
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Holiday Inn
AN IHG HOTEL

29 May 2026

Honorable Mayor and Member of the City Council,

The Holiday Inn Dublin is expressly opposed to an increase in the City of Dublin TOT Tax.

Considering Dublin's current financial position, it is premature to consider taxing your business community with this burdensome increase. The Holiday Inn Dublin has been spending considerable amounts of money compete in the marketplace. Our average rack rate is lower and expenses are up considerably, a further increase in costs is extremely detrimental.

This situation reminds me of the Boston Tea Party and is "taxation without representation." The presumption that "someone else is paying for it", so the City can raise the tax 50% is not sound thinking. Nor is, "Pleasanton is doing it," a sound leadership strategy. WE are paying for it, your Dublin hotels, in the form of reduced occupancy and lower revenue. It hurts us, do not assume it does not.

You should be doing everything to support the hotels, this is not the time to be raising taxes in the City of Dublin. Please reject the agenda item to place a tax increase on the November ballot.

Sincerely,

Mike Madden
Managing Partner
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Consideration of Ballot Measure to Increase the Transient Occupancy Tax

June 2, 2026



DUBLIN
CALIFORNIA

Background

2025

During the April 15, 2025 and June 3, 2025 meetings, the City Council expressed interest in exploring a potential increase to the Transient Occupancy Tax (TOT) as part of its budget-balancing strategies.

2026

On February 17, 2026, the City Council provided direction to move forward with a ballot measure for the November 2026 election to implement a phased increase to the City's TOT rate.

Background, 2

- **Transient Occupancy Tax**
  - Authorized under California Revenue & Taxation Code §7280
  - Applied to hotel stays of 30 days or less unless exempt
  - Often referred to as a “bed tax” or “hotel tax”
- **Current Hotel Inventory**
  - Aloft (4075 Grafton St.)
  - Extended Stay America (4500 Dublin Blvd.)
  - Holiday Inn (6680 Regional St.)
  - Hyatt Place (4950 Hacienda Dr.)
  - La Quinta Inn & Suites (6275 Dublin Blvd.)
  - IHG Army Hotel (operated at Camp Parks)





Background, 3

- **Current Structure**
  - Established in 1984 at 8%
  - Any increase requires voter approval
    - A general tax requires:
      - A City Council 2/3 majority vote (4 of 5); and
      - A simple majority of voter (50% + 1) approval
  - Revenues deposited into the General Fund
- **Existing Transient Occupancy Tax Revenues**
  - 2025-2026: Approximately $1,000,000 through April 2026
  - 2024-25: $1,324,612
  - 2023-24: $1,481,868
  - 2022-23: $1,533,093

Proposed Rate Increase

- Phased Approach
  - 8% effective through June 30, 2027
  - 10% effective July 1, 2027
  - 12% effective July 1, 2028

Timing	Rate	Increase from 8%	Annual Revenue
Current	8%	None	$1.4M
July 1, 2027	10%	+ 350K	$1.75M
July 1, 2028	12%	+ 700K	$2.1M

Recent Hospitality Efforts

- Established an Economic Development Support Reserve.
- Participated in a Hotelier Meeting through the Chamber Economic Development Committee.
- Conducted Ongoing Hotelier Outreach.
- Worked with TV30 on a Hotel Feature.
- Explored Hotel Promotion and Marketing Efforts.





Recommended Ballot Measure Language

Shall the measure to protect essential City of Dublin general services, such as police, fire, emergency medical, street maintenance, and parks and recreation, by increasing the City's transient occupancy tax, which is paid only by hotel and lodging guests, from 8% to 10% on July 1, 2027 and to 12% on July 1, 2028, and generating approximately $7,000,000 over a ten-year period that cannot be taken by the State, be adopted?

Staff Recommendation

Adopt the Resolution Ordering the Submission to the Qualified Electors of the City of Dublin an Ordinance Amending Section 3.16.030 of the Dublin Municipal Code to Increase the Rate of the Transient Occupancy Tax; Calling for an Election to be Consolidated with the Statewide General Election to be Held on November 3, 2026; Fixing the Date and Manner of the Election and the Procedure for Voting Therein; and Providing for Notice Thereof.