

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



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

Regular Meeting of the **DUBLIN CITY COUNCIL**

Tuesday, April 1, 2025

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

REGULAR MEETING 7:00 PM

Additional Meeting Procedures

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

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

- ☐ Fill out an online speaker slip available at www.dublin.ca.gov. The speaker slip will be made available at 10:00 a.m. on Tuesday, April 1, 2025. Upon submission, you will receive Zoom link information from the City Clerk. Speakers slips will be accepted until the staff presentation ends, or until the public comment period on non-agenda items is closed.
- ☐ Once connected to the Zoom platform using the Zoom link information from the City Clerk, the public speaker will be added to the Zoom webinar as an attendee and muted. The speaker will be able to observe the meeting from the Zoom platform.
- ☐ When the agenda item upon which the individual would like to comment is addressed, the City Clerk will announce the speaker in the meeting when it is their time to give public comment. The speaker will then be unmuted to give public comment via Zoom.
- ☐ Technical difficulties may occur that make the option unavailable, and, in such event, the meeting will continue despite the inability to provide the option.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND PROCLAMATIONS

3.1 Recognition of USA Cricket U19 Women's World Cup Athletes

The City Council will recognize the Tri -Valley athletes that were part of the USA Cricket U19 National Women's Team that won the 2025 International Cricket Council (ICC) Women's T20 World Cup Americas Qualifier.

STAFF RECOMMENDATION:

Present the certificates of recognition.

[Staff Report](#)

[Attachment 1 - Certificate of Recognition - Anika Kolan](#)

[Attachment 2 - Certificate of Recognition - Maahi Madhavan](#)

[Attachment 3 - Certificate of Recognition - Saanvi Immadi](#)

[Attachment 4 - Certificate of Recognition - Varshita Jambola](#)

3.2 Fair Housing Month Proclamation

The City Council will present the Fair Housing Month Proclamation.

STAFF RECOMMENDATION:

Present the proclamation.

[Staff Report](#)

[Attachment 1 - Fair Housing Month Proclamation](#)

3.3 Crime Victims' Rights Week Proclamation

The City Council will present the Crime Victims' Rights Week Proclamation.

STAFF RECOMMENDATION:

Present the proclamation.

[Staff Report](#)

[Attachment 1 - National Crime Victims' Rights Week](#)

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 March 14, 2025 Special City Council Meeting and March 18, 2025 Regular City Council Meeting Minutes

The City Council will consider approval of the minutes of the March 14, 2025 Special City Council Meeting and March 18, 2025 Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the March 14, 2025 Special City Council Meeting and March 18, 2025 Regular City Council Meeting.

[Staff Report](#)

[Attachment 1 - March 14, 2025 Special City Council Meeting Minutes](#)

[Attachment 2 - March 18, 2025 Regular City Council Meeting Minutes](#)

5.2 Annual Fire Inspection Compliance - SB 1205 Report for Fiscal Year 2023-24

The City Council will receive a report outlining Alameda County Fire Department's compliance with the annual inspection requirements set forth in California Health and Safety Code Sections 13146.2 and 13146.3. This report serves to meet the reporting requirements set forth in Senate Bill (SB) 1205. SB 1205 requires local fire agencies to provide a report to the applicable governing body annually. The report outlines the level of compliance with the completion of state-mandated inspections. The inspections include schools (Group E occupancies), hotels (Group R-1 occupancies), and multi-family housing (Group R-2 occupancies).

STAFF RECOMMENDATION:

Receive the report.

[Staff Report](#)

[Attachment 1 - SB 1205 Compliance Report for Fiscal Year 2023-24](#)

5.3 Approval of Plans and Specifications and Award of Contract, Approval of Agreement for Design Services, Artwork Selection and Approval of Public Art Agreement, and Approval of Budget Change Request, for the Historic Camp Parks Sign Rehabilitation and Relocation, PA0121

The City Council will consider actions related to the rehabilitation and relocation of the historic Camp Parks entrance sign and guard shack. The actions include approving an agreement with Page and Turnbull for design services, approving plans and specifications and awarding a construction contract to ARG Conservation Services, Inc., approving the artwork selection and an agreement with StudioFolia for the "Guards of Camp Parks" public art project, and approving a budget change.

STAFF RECOMMENDATION:

Take the following actions: 1) adopt the **Resolution** Approving a Consulting Services Agreement with Page and Turnbull for Design Services for the Rehabilitation and Relocation of the Historic Camp Parks Entrance Sign and Guard Shack; 2) adopt the **Resolution** Approving the Plans and Specifications and Awarding a Construction Contract to ARG Conservation Services, Inc., for the Rehabilitation and Relocation of the Historic Camp Parks Entrance Sign and Guard Shack; and 3) adopt the **Resolution** Approving a Public Art Agreement with StudioFolia for the "Guards of Camp Parks" Public Art Project; approve the artwork selection; and approve the budget change.

[Staff Report](#)

Attachment 1 - Resolution Approving a Consulting Services Agreement with Page and Turnbull for Design Services for the Rehabilitation and Relocation of the Historic Camp Parks Entrance Sign and Guard Shack

Attachment 2 - Exhibit A to the Resolution - Consultant Services Agreement with Page & Turnbull

Attachment 3 - Resolution Approving the Plans and Specifications and Awarding a Construction Contract to ARG Conservation Services, Inc., for the Rehabilitation and Relocation of the Historic Camp Parks Entrance Sign and Guard Shack

Attachment 4 - Resolution Approving a Public Art Agreement with StudioFolia for the “Guards of Camp Parks” Public Art Project

Attachment 5 - Exhibit A to the Resolution - Public Art Agreement with StudioFolia

Attachment 6 - Budget Change

5.4 Second Amendment to the Agreement With Sierra Display, Inc. for Banner Services

The City Council will consider approving a second amendment to the agreement with Sierra Display, Inc. for banner services.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Second Amendment to the Agreement Between the City of Dublin and Sierra Display, Inc.

Staff Report

Attachment 1 - Resolution Approving the Second Amendment to the Agreement Between the City of Dublin and Sierra Display, Inc.

Attachment 2 - Exhibit A to the Resolution - Second Amendment to the Contractor Services Agreement Between the City of Dublin and Sierra Display, Inc.

Attachment 3 - Contractor Services Agreement Between the City of Dublin and Sierra Display, Inc.

Attachment 4 - First Amendment to Contractor Services Agreement Between the City of Dublin and Sierra Display, Inc.

5.5 City Council Personal Devices, Personal Accounts, and Messages Policy

The City Council will consider approving the City Council Personal Devices, Personal Accounts, and Messages Policy. This was requested under agenda Item 9 at the November 19, 2024 City Council Meeting. The City Council discussed the draft policy on March 18, 2025, requested changes, and directed Staff to place it on the next meeting’s Consent Calendar.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the City Council Personal Devices, Personal Accounts, and Messages Policy.

Staff Report

Attachment 1 - Resolution Approving the City Council Personal Devices, Personal Accounts, and Messages Policy

Attachment 2 - Exhibit A to the Resolution - Personal Devices, Personal Accounts, and Messages Policy

Attachment 3 - Personal Devices, Personal Accounts, and Messages Policy (Redline Version)

Attachment 4 - March 18, 2025 Staff Report (without attachments)

6. PUBLIC HEARING

6.1 Weed and Combustible Refuse Abatement Order

The City Council will conduct the public hearing in accordance with Resolution 08-25 (adopted February 4, 2025) declaring that there is a public nuisance created by weeds and combustible debris growing and accumulating upon the streets, sidewalks, and property in the City of Dublin. Notice of this declaration was posted and letters sent to those property owners with violations.

STAFF RECOMMENDATION:

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

[Staff Report](#)

[Attachment 1 - Resolution 08-25 Declaring Weeds and Combustible Refuse a Public Nuisance and Ordering the Abatement Thereof](#)

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

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

7. UNFINISHED BUSINESS – None.

8. NEW BUSINESS

8.1 Introduction of an Ordinance Designating Fire Hazard Severity Zones in the City of Dublin

The City Council will consider introducing an ordinance designating fire hazard severity zones in the City of Dublin as recommended by the California Department of Forestry and Fire Protection and in accordance with Government Code Section 51179.

STAFF RECOMMENDATION:

Waive the reading and INTRODUCE the Ordinance Designating Fire Hazard Severity Zones in the City of Dublin Based on the Recommendation of the State Fire Marshal.

[Staff Report](#)

[Attachment 1 - Ordinance Designating Fire Hazard Severity Zones in the City of Dublin Based on the Recommendation of the State Fire Marshal](#)

[Attachment 2 - City of Dublin Local Response Area Fire Hazard Severity Zone Map](#)

[Attachment 3 - Fire Hazard Severity Zone Map - Public Comments](#)

[SB 343](#)

[8.1 - PowerPoint Presentation](#)

8.2 Eastern Dublin Wireless Telecommunication Facility Survey Results and Proposed Next Steps

In spring 2024, following resident complaints about poor cellular service in eastern Dublin, the City Council asked Staff to explore solutions to improve connectivity. In response, Staff solicited proposals from vendors and conducted a community survey to gather feedback on current service levels and potential wireless telecommunication facilities (cell towers). The City Council will receive a report on survey responses and consider a proposed monopine (faux tree) facility at Fallon Sports Park.

STAFF RECOMMENDATION:

Receive the report and provide direction on a monopine (faux tree) wireless telecommunication facility to be located at Fallon Sports Park.

[Staff Report](#)

[Attachment 1 - Community Survey Example](#)

[Attachment 2 - Wireless Facility Design Matrix](#)

[8.2 - PowerPoint Presentation](#)

9. CITY MANAGER AND CITY COUNCIL REPORTS

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

10. ADJOURNMENT

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

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

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

Mission

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



STAFF REPORT CITY COUNCIL

DATE: April 1, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Recognition of USA Cricket U19 Women's World Cup Athletes
Prepared by: Cierra Fabrigas, Executive Aide

EXECUTIVE SUMMARY:

The City Council will recognize the Tri-Valley athletes that were part of the USA Cricket U19 National Women's Team that won the 2025 International Cricket Council (ICC) Women's T20 World Cup Americas Qualifier.

STAFF RECOMMENDATION:

Present the certificates of recognition.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The USA Cricket U19 National Women's Team, which includes several Tri-Valley athletes, has enjoyed significant recent success. The team competed at the U19 Women's World Cup held in Malaysia in January and February 2025 and then moved on to win the T20 World Cup Americas Qualifier in Argentina, competing against Canada, Argentina, and Brazil in Buenos Aires. They will next take on Zimbabwe in April.

The City Council will formally recognize these key athletes from the Tri-Valley area that are part of the National Team:

- Anika Kolan, Captain (Dublin resident and DHS graduate)
- Maahi Madhavan, Bowler (Dublin resident and DHS student)
- Saanvi Immadi, Bowler (Pleasanton)
- Varshita Jambola, Bowler (Danville)

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) Certificate of Recognition – Anika Kolan
- 2) Certificate of Recognition – Maahi Madhavan
- 3) Certificate of Recognition – Saanvi Immadi
- 4) Certificate of Recognition – Varshita Jambola

CERTIFICATE OF RECOGNITION

Given to

ANIKA KOLAN
USA CRICKET

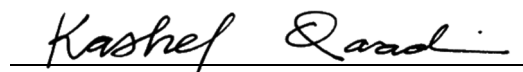
In recognition of winning the 2025 ICC Women's T20 World Cup Americas Qualifier and reaching Super Six Stage in the U19 Women's World Cup. We commend you for your impressive accomplishments and wish you the best of luck in the 2026 CC T20 World Cup Global Qualifier.

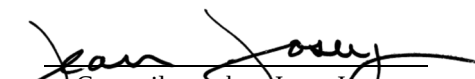
Presented by the

City Council of the City of Dublin

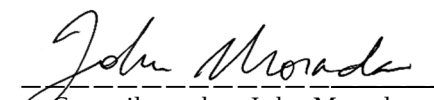
Dated: April 1, 2025


Mayor Sherry Hu


Vice Mayor Kashef Qaadri


Councilmember Jean Josey


Councilmember Michael McCorriston


Councilmember John Morada

CERTIFICATE OF RECOGNITION

Given to

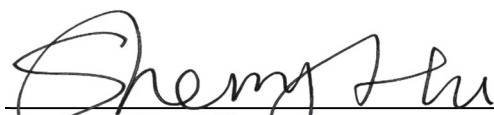
MAAHI MADHAVAN
USA CRICKET

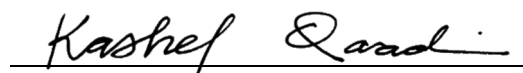
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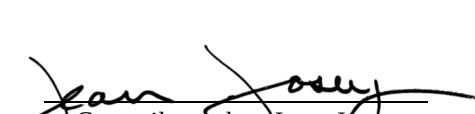
Presented by the

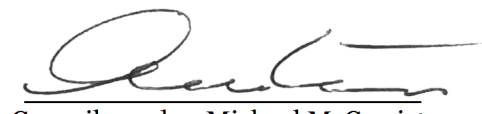
City Council of the City of Dublin

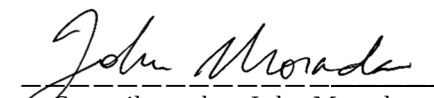
Dated: April 1, 2025


Mayor Sherry Hu


Vice Mayor Kashef Qaadri


Councilmember Jean Josey


Councilmember Michael McCorriston


Councilmember John Morada

CERTIFICATE OF RECOGNITION

Given to

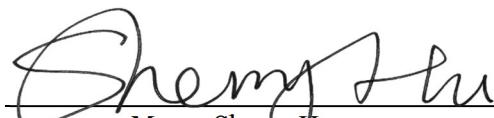
SAANVI IMMADI
USA CRICKET

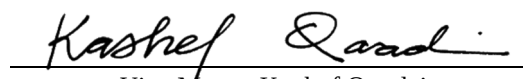
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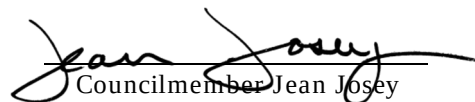
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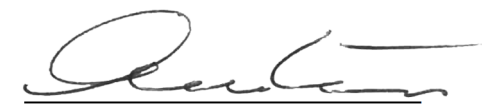
City Council of the City of Dublin

Dated: April 1, 2025


Mayor Sherry Hu


Vice Mayor Kashef Qaadri


Councilmember Jean Josey


Councilmember Michael McCorriston


Councilmember John Morada

CERTIFICATE OF RECOGNITION

Given to

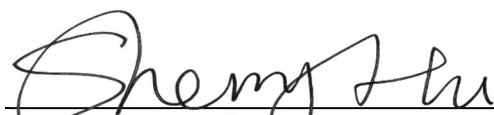
VARSHITA JAMBOLA
USA CRICKET

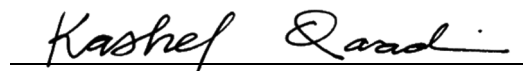
In recognition of winning the 2025 ICC Women's T20 World Cup Americas Qualifier and reaching 'Super Six' Stage in the U19 Women's World Cup. We commend you for your impressive accomplishments and wish you the best of luck in the 2026 CC T20 World Cup Global Qualifier.

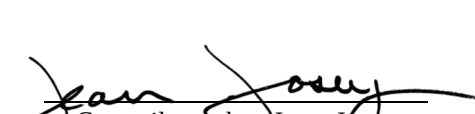
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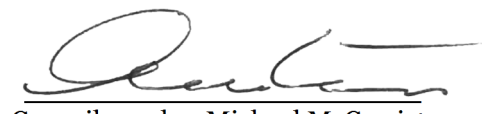
City Council of the City of Dublin

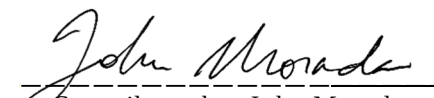
Dated: April 1, 2025


Mayor Sherry Hu


Vice Mayor Kashef Qaadri


Councilmember Jean Josey


Councilmember Michael McCorriston


Councilmember John Morada



STAFF REPORT CITY COUNCIL

Agenda Item 3.2

DATE: April 1, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Fair Housing Month Proclamation
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City Council will present the Fair Housing Month Proclamation.

STAFF RECOMMENDATION:

Present the proclamation.

FINANCIAL IMPACT:

None.

DESCRIPTION:

This April, Fair Housing Month is celebrated across the nation. On April 11, 1968, President Lyndon Johnson signed the Fair Housing Act of 1968 as a follow up to the Civil Rights Act of 1964. The Fair Housing Act prohibits discrimination concerning the sale, rental, and financing of housing based on race, color, religion, national origin, sex, disability, or familial status. It also emphasizes equality in housing to enable all persons access to safe and quality housing of their choice.

The City of Dublin reaffirms its commitment to end housing discrimination by celebrating Fair Housing Month.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) Fair Housing Month Proclamation

A PROCLAMATION OF THE CITY COUNCIL
CITY OF DUBLIN, CALIFORNIA

“Fair Housing Month”

WHEREAS, the Fair Housing Act, enacted into federal law on April 11, 1968, established a national policy of fair housing with a goal of eliminating racial segregation and ending housing discrimination for all who live in the United States; and

WHEREAS, the Fair Housing Act prohibits discrimination based on race, color, religion, sex, disability, familial status, and national origin; and

WHEREAS, fair housing is a positive community good, benefiting the environment and our social fabric; and

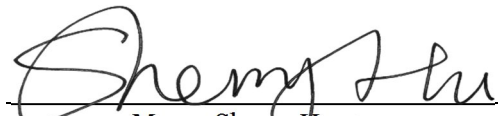
WHEREAS, economic stability, community health, and human relations in all communities are improved by diversity and integration; and

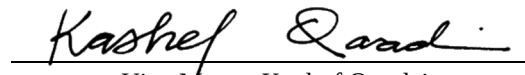
WHEREAS, fair housing is integral to the ethical commitment of members of the National Association of REALTORS® and the Bay East Association of REALTORS® and is critical to the ability of all real estate professionals to serve their clients, customers, and communities; and

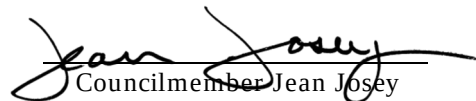
WHEREAS, acts of housing discrimination and barriers to equal housing opportunity are offensive to a common sense of decency and fairness.

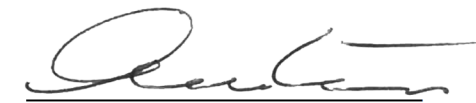
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby proclaim April 2025 as Fair Housing Month in the City of Dublin, reaffirms its commitment to fostering an inclusive community and fair housing practices, and encourages both private and public entities to engage in activities that promote equal housing opportunities for all current and future residents of the City of Dublin.

DATED: April 1, 2025


Mayor Sherry Hu


Vice Mayor Kashef Qaadri


Councilmember Jean Josey


Councilmember Michael McCorriston


Councilmember John Morada



STAFF REPORT CITY COUNCIL

Agenda Item 3.3

DATE: April 1, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Crime Victims' Rights Week Proclamation
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City Council will present the Crime Victims' Rights Week Proclamation.

STAFF RECOMMENDATION:

Present the proclamation.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Since its creation in 1981, National Crime Victims' Rights Week (NCVRW) is recognized annually in April by many communities across the United States. The Department of Justice's (DOJ) Office for Victims of Crime leads the observance of NCVRW in challenging communities to confront and remove barriers to achieving justice for all victims of crime. The DOJ is joined by local agencies, such as the Alameda County District Attorney's Office's Victim/Witness Assistance Division, in supporting this annual effort.

With this proclamation, the City of Dublin reaffirms its commitment to supporting such agencies in their work and bringing awareness to the issues surrounding crime victims' rights.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) Crime Victims' Rights Week Proclamation

A PROCLAMATION OF THE CITY COUNCIL
CITY OF DUBLIN, CALIFORNIA

“Crime Victims’ Rights Week”

WHEREAS, more than 26 million people become victims of crime each year, and these crimes also affect family members, friends, neighbors, and co-workers; the Alameda County District Attorney (DA)’s Victim/Witness Division is dedicated to ensuring the rights of crime victims and their families by providing services to aid in their recovery from the emotional, psychological, social and economic impact of crime as they reclaim their sense of safety, well-being and dignity; and

WHEREAS, victims are faced with many challenges as a result of crime; oftentimes, victims enter systems that fail to meet their needs, provide appropriate services, and fail to treat them with the dignity and respect they deserve; and involving survivors helps victim service providers and criminal justice professionals understand the culture, values, and expectations of underserved and unserved victims who seek assistance and justice; and

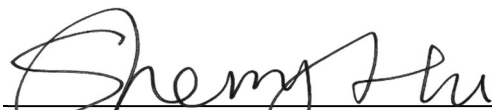
WHEREAS, this year marks the 41st anniversary of the Victims of Crime Act (VOCA), which established the Crime Victims Fund to provide a permanent source of support for crime victim services and compensation. The Alameda County District Attorney’s Office was the first in the nation to create a Victim/Witness Assistance Division, which partners with survivors, community service providers, criminal justice professionals, and victim advocates to enhance a criminal justice system response that is accessible, culturally competent and appropriate for all victims of crime; and

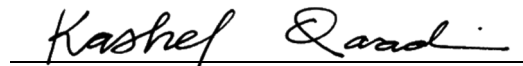
WHEREAS, in 2024, the Alameda County District Attorney’s Office - Victim/Witness Assistance Division provided over 2,528 services to more than 402 crime victims in Dublin including but not limited to, child victims of violence and sexual abuse, stalking victims, survivors of homicide victims, human trafficking, crimes against elders and dependent adults, sexual assault, domestic violence, robbery, and other crimes; for victims of crime without independent financial means, the Alameda County District Attorney’s Office - Victim/Witness Assistance Division facilitated financial support through the California Victim Compensation Board Program (CalVCB); and

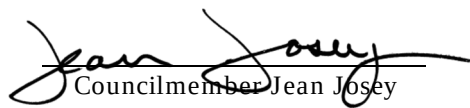
WHEREAS, the Alameda County District Attorney’s Office - Victim/Witness Assistance Division has been a leader in outreach and services to underserved populations including commercial sexual exploitation of children, sexual assault victims from cold hit/DNA cases, immigrant victims, urban youth, victims in the LGBTQIA+ community, and victims with physical, intellectual and/or developmental disabilities. The Alameda County District Attorney’s Office - Victim/Witness Assistance Division has been bridging the gap between law enforcement and the community, and building the community’s trust in the Criminal Justice System.

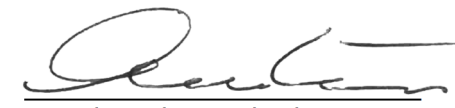
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby proclaim April 6 - 12, 2025 to be Crime Victims’ Rights Week in the City of Dublin, reaffirms its commitment to respect and enforce victims’ rights and to addressing their needs during this week and throughout the year, and expresses its appreciation for those victims and survivors of crime who have turned personal tragedy into a motivating force to improve the crime response and build a more just community.

DATED: April 1, 2025


Mayor Sherry Hu


Vice Mayor Kashef Qaadri


Councilmember Jean Josey


Councilmember Michael McCorriston


Councilmember John Morada



STAFF REPORT

CITY COUNCIL

DATE: April 1, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Approval of March 14, 2025 Special City Council Meeting and March 18, 2025 Regular City Council Meeting Minutes
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City Council will consider approval of the minutes of the March 14, 2025 Special City Council Meeting and March 18, 2025 Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the March 14, 2025 Special City Council Meeting and March 18, 2025 Regular City Council Meeting.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City Council will consider approval of the minutes of the March 14, 2025 Special City Council Meeting and March 18, 2025 Regular City Council Meeting.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) March 14, 2025 Special City Council Meeting Minutes
- 2) March 18, 2025 Regular City Council Meeting Minutes



MINUTES OF THE CITY COUNCIL OF THE CITY OF DUBLIN

Special Meeting: March 14, 2025

A Special Meeting of the Dublin City Council was held on Friday, March 14, 2025, in the Library Community Room, Dublin Library, 200 Civic Plaza, Dublin, CA. The meeting was called to order at 9:39 AM, by Mayor Hu.

1) CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

2) PUBLIC COMMENT

Steve Minnear, City Historian, provided public comment.

3) CEREMONY AND PRESENTATIONS WELCOMING DELEGATES FROM BRAY, IRELAND

The City held an event to welcome a delegation of visitors from Bray, Ireland. The event included a series of presentations, including a presentation from Tracy Farhad, CEO of Visit Tri-Valley, a presentation from Garvan Hickey, District Manager, Bray Municipal District, and presentations from City Staff on current development projects and economic development efforts of the City of Dublin.

4) ADJOURNMENT

Mayor Hu adjourned the meeting at 12:04 PM.

Mayor

ATTEST:

City Clerk

MINUTES OF THE CITY COUNCIL OF THE CITY OF DUBLIN

Regular Meeting: March 18, 2025

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

REGULAR MEETING 7:00 PM

A Regular Meeting of the Dublin City Council was held on Tuesday, March 18, 2025, in the Peter W. Snyder Council Chamber. The meeting was called to order at 7:00 PM, by Mayor Hu.

1) CALL TO ORDER

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

2) PLEDGE OF ALLEGIANCE

3) PRESENTATIONS AND PROCLAMATIONS

3.1) Pet Care for All Day Proclamation

The City Council presented a proclamation for Pet Care for All Day.

4) PUBLIC COMMENT

Shirley Lewandowski provided public comment.

5) CONSENT CALENDAR

5.1) Approved the minutes of the March 4, 2025 Regular City Council Meeting.

5.4) Received the Annual Progress Report on the Status of the General Plan and Housing Element for Calendar Year 2024 and directed Staff to forward it to the Governor's

Office of Land Use and Climate Innovation, and the California Department of Housing and Community Development.

- 5.5) Received the report of payments issued from February 1, 2025 – February 28, 2025, totaling \$8,363,313.23.
- 5.6) Received the notification and adopted Resolution No. 16-25 titled, “Approving the Agreement for Long Term Encroachment for Landscape Features with Tract 8645, Francis Ranch.”

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

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

- 5.2) *Adopted Resolution No. 14-25 titled, “Summarily Vacating an Emergency Vehicle Access Easement Located at 4321 Toyota Drive (Streets and Highways Code Chapter 4).”*

This item was pulled from the Consent Calendar by Vice Mayor Qaadri for clarifying questions.

- 5.3) *Adopted Resolution No. 15-25 titled, “Approving an Agreement with Origin Bay LLC, Koja Kitchen for Concession Operation Services.”*

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

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

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

- 6) PUBLIC HEARING – None.
- 7) UNFINISHED BUSINESS – None.

8) NEW BUSINESS

8.1) Study Session - Sunflower Hill at Grace Pointe Project

Mayor Hu recused herself because her home is within 1,000 feet of the Grace Pointe Project and left the dais.

The City Council received a presentation from the Applicant on the proposed Sunflower Hill at Grace Pointe project, asked clarifying questions, and provided feedback.

Vice Mayor Qaadri called for a break at 8:24 PM.

Vice Mayor Qaadri reconvened the meeting at 8:27 PM.

8.2) City Council Personal Devices, Personal Accounts, and Messages Policy

Mayor Hu returned to the dais.

The City Council received a presentation on the City Council Personal Devices, Personal Accounts, and Message Policy.

On a motion by Councilmember Josey and seconded by Councilmember McCorriston, and by unanimous roll call vote, the City Council directed Staff to make the following changes and put the policy on the Consent Calendar at the next City Council meeting: add clarifying language regarding sent versus received messages during the hours of a City Council meeting, add clarifying language about who the policy applies to, and add a specific length of time the City Council has to preserve messages that have been received during a City Council meeting.

RESULT:	DIRECTION [UNANIMOUS]
MOVED BY:	Jean Josey, Councilmember
SECOND:	Michael McCorriston, Councilmember
AYES:	Hu, Josey, McCorriston, Qaadri, 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 reach out to America250 and inquire about participating in the July 2026 Semiquincentennial road tour.

10) ADJOURNMENT

Mayor Hu adjourned the meeting at 9:40 PM.

Mayor

ATTEST:

City Clerk

STAFF REPORT CITY COUNCIL

DATE: April 1, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Annual Fire Inspection Compliance – SB 1205 Report for Fiscal Year 2023-24
Prepared by: Bonnie Terra, Division Chief

EXECUTIVE SUMMARY:

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

SB 1205 requires local fire agencies to provide a report to the applicable governing body annually. The report outlines the level of compliance with the completion of state-mandated inspections. The inspections include schools (Group E occupancies), hotels (Group R-1 occupancies), and multi-family housing (Group R-2 occupancies).

STAFF RECOMMENDATION:

Receive the report.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Alameda County Fire personnel completed 32 inspections of educational Group E occupancies, reflecting 100% compliance. They also completed 398 inspections of existing residential Group R-1 and R-2 occupancies, reflecting 99.7% compliance during the fiscal year. One outstanding inspection was completed in July of 2024, bringing the compliance to 100%.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) SB 1205 Compliance Report for Fiscal Year 2023-24

Street Number	Prefix	Street Name	Street Type	Occupant	Occupancy	Inspection Date
6665/6670		Amador	Plaza	Stratford School	E	1/26/2024
6837		Amador Valley	Boulevard	Nurture Kids Montessori	E	1/23/2024
7197		Amador Valley	Boulevard	Little Stars Montessori	E	5/20/2024
7250		Amador Valley	Boulevard	Magic Beings	E	9/13/2023
7557		Amador Valley	Boulevard	Lutheran Infant Care Center	E	1/25/2024
7601		Amador Valley	Boulevard	Elegance at Dublin	R	1/31/2024
7606		Amador Valley	Boulevard		R	9/6/2023
11925		Amador Valley	Court	Kindercare Learning Centers	E	5/21/2024
7571-7585		Amador Valley	Boulevard		R	9/3/2023
7421		Amarillo	Road	John Knox Co-op Preschool	E	11/2/2023
7421		Amarillo	Road	Building Kidz West	E	2/23/2024
7500		Amarillo	Road	Enlight Academy	E	10/4/2023
3300		Antone	Way		R	8/22/2023
5501		Apex	Drive		R	8/9/2023
5521		Apex	Drive		R	3/4/2024
5575		Apex	Drive		R	4/19/2024
5605		Apex	Drive		R	3/8/2024
5650		Apex	Drive		R	2/29/2024
3106		Aran	Way		R	9/1/2023
3122		Aran	Way		R	9/18/2023
3150		Aran	Way		R	9/1/2023
3168		Aran	Way		R	9/1/2023
5380		Arnold	Road		R	12/11/2023
3643		Aviano	Way		R	8/5/2023
3677		Aviano	Way		R	8/5/2023
3729		Aviano	Way		R	8/5/2023
5510		Barrell	Avenue		R	12/15/2023
5553		Barrell	Avenue		R	12/15/2023
5563		Barrell	Avenue		R	12/11/2023
5573		Barrell	Avenue		R	12/11/2023
5583		Barrell	Avenue		R	12/11/2023
5593		Barrell	Avenue		R	12/15/2023
4151		Blackrock	Road		R	9/1/2023
4199		Blackrock	Road		R	9/18/2023
3640		Branding Iron	Place		R	8/5/2023
3662		Branding Iron	Place		R	9/18/2023
3745		Branding Iron	Place		R	11/5/2023
3774		Branding Iron	Place		R	11/5/2023
3802		Branding Iron	Place		R	11/5/2023
3819		Branding Iron	Place		R	3/24/2024
3647-3657		Branding Iron	Place		R	11/5/2023
3663-3677		Branding Iron	Place		R	11/5/2023
3682-3698		Branding Iron	Place		R	11/5/2023
3685-3699		Branding Iron	Place		R	11/5/2023
3713-3727		Branding Iron	Place		R	11/5/2023
3728-3744		Branding Iron	Place		R	11/5/2023
3761-3773		Branding Iron	Place		R	8/15/2023
3801-3813		Branding Iron	Place		R	3/12/2024
5100		Brannigan	Street	Springfield Montessori	E	3/11/2024

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6950-6962		Calistoga	Lane		R	12/5/2023
6961-6967		Calistoga	Lane		R	12/5/2023
6968-6980		Calistoga	Lane		R	12/5/2023
6981-6987		Calistoga	Lane		R	12/5/2023
6988-7002		Calistoga	Lane		R	12/5/2023
7008-7014		Calistoga	Lane		R	12/15/2023
7026-7038		Calistoga	Lane		R	12/15/2023
7052-7058		Calistoga	Lane		R	12/15/2023
7053-7093		Calistoga	Lane		R	12/13/2023
7082-7102		Calistoga	Lane		R	12/15/2023
7103-7117		Calistoga	Lane		R	12/13/2023
7110-7122		Calistoga	Lane		R	12/15/2023
7121-7135		Calistoga	Lane		R	12/5/2023
7130-7138		Calistoga	Lane		R	12/15/2023
7165-7153		Calistoga	Lane		R	12/5/2023
3800		Camino	Loop		R	8/15/2023
3819		Camino	Loop		R	8/15/2023
3820		Camino	Loop		R	8/15/2023
3859		Camino	Loop		R	8/15/2023
3879		Camino	Loop		R	8/15/2023
3886		Camino	Loop		R	8/15/2023
5550		Campbell	Lane		R	8/31/2023
5600		Campbell	Lane		R	8/31/2023
5250		Campus	Drive		R	3/20/2024
5312		Campus	Drive		R	3/8/2024
5956		Cannon	Road		R	5/17/2024
2100	E.	Cantara	Drive		R	12/21/2023
3450		Capoterra	Way		R	8/5/2023
3506		Capoterra	Way		R	8/5/2023
3550		Capoterra	Way		R	8/5/2023
3574		Capoterra	Way		R	8/5/2023
2216		Carbondale	Way		R	9/19/2023
2236		Carbondale	Way		R	8/11/2023
2256		Carbondale	Way		R	8/11/2023
2282		Carbondale	Way		R	8/15/2023
2318		Carbondale	Way		R	8/15/2023
2378		Carbondale	Way		R	12/15/2023
5669		Carnaby	Way		R	5/7/2024
5689		Carnaby	Way		R	5/6/2024
4000		Cashel	Road		R	8/15/2023
4012		Cashel	Road		R	9/1/2023
4026		Cashel	Road		R	9/1/2023
2010		Central	Parkway		R	8/15/2023
2050		Central	Parkway		R	8/15/2023
2076		Central	Parkway		R	8/15/2023
2178		Central	Parkway		R	8/15/2023
2200		Central	Parkway		R	8/15/2023
2201		Central	Parkway		R	6/14/2024
2221		Central	Parkway		R	9/18/2023
2267		Central	Parkway		R	8/11/2023

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2301		Central	Parkway		R	8/11/2023
2321		Central	Parkway		R	12/16/2023
2399		Central	Parkway		R	12/16/2023
2400		Central	Parkway		R	2/13/2024
3201		Central	Parkway		R	12/13/2023
3237		Central	Parkway		R	12/13/2023
3273		Central	Parkway		R	12/13/2023
3303		Central	Parkway		R	12/13/2023
3335		Central	Parkway		R	8/15/2023
3369		Central	Parkway		R	12/13/2023
3551		Central	Parkway		R	2/13/2024
3607		Central	Parkway		R	2/13/2024
3639		Central	Parkway		R	2/13/2024
3701		Central	Parkway		R	3/24/2024
3713		Central	Parkway		R	2/13/2024
3731		Central	Parkway		R	2/13/2024
3749		Central	Parkway		R	2/13/2024
3751		Central	Parkway		R	2/13/2024
5610		Central	Parkway		R	9/5/2023
5630		Central	Parkway		R	9/5/2023
5680		Central	Parkway		R	5/28/2024
5700		Central	Parkway		R	3/14/2024
3951		Clare	Street		R	12/16/2023
3967		Clare	Street		R	9/1/2023
3987		Clare	Street		R	9/1/2023
4023		Clare	Street		R	12/16/2023
4053		Clare	Street		R	12/15/2023
4301		Clarínbridge	Circle		R	12/16/2023
7003-7023		Coombsville	Loop		R	12/13/2023
7027-7045		Coombsville	Loop		R	12/13/2023
7051-7065		Coombsville	Loop		R	12/13/2023
6500		Cottonwood	Circle		R	4/30/2024
8435		Davona	Drive		R	11/28/2023
5450		Demarcus	Boulevard		R	6/17/2024
5501		Demarcus	Boulevard		R	6/19/2024
3979		Dobbins	Loop		R	3/12/2024
4019		Dobbins	Loop		R	3/12/2024
4051		Dobbins	Loop		R	12/13/2023
7495		Donohue	Drive		R	8/29/2023
6233		Dougherty	Road		R	9/7/2023
6044		Dougherty	Road	Genius Kids Club Dublin	E	2/27/2024
4500		Dublin	Boulevard	Extended Stay America	R	1/5/2024
5451		Dublin	Boulevard		R	3/14/2024
5471		Dublin	Boulevard		R	3/14/2024
5501		Dublin	Boulevard		R	5/24/2024
5525		Dublin	Boulevard		R	3/4/2024
5555		Dublin	Boulevard		R	3/4/2024
5562		Dublin	Boulevard		R	7/29/2023
5575		Dublin	Boulevard		R	3/4/2024
5615		Dublin	Boulevard		R	3/4/2024

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5850		Dublin	Boulevard		R	3/16/2024
5900		Dublin	Boulevard		R	3/16/2024
6275		Dublin	Boulevard	La Quinta Inn & Suites	R	6/3/2024
6351		Dublin	Boulevard	Building Kidz	E	6/25/2024
6599		Dublin	Boulevard		R	3/5/2024
6601		Dublin	Boulevard		R	3/13/2024
7035		Dublin	Boulevard	Bright Horizons at Dublin	E	3/1/2024
9801		Dublin	Boulevard	School of Imagination	E	3/12/2024
11760		Dublin	Boulevard	Genius Kids	E	3/7/2024
3245-3465		Dublin	Boulevard		R	9/19/2023
3255-3475		Dublin	Boulevard		R	12/16/2023
3350-3398		Dublin	Boulevard		R	6/28/2024
3420-3438		Dublin	Boulevard		R	2/13/2024
3450-3498		Dublin	Boulevard		R	6/9/2024
5582-5590		Dublin	Boulevard		R	9/28/2023
5902		Easton	Road		R	12/11/2023
5922		Easton	Road		R	12/11/2023
5500		El Dorado	Lane		R	3/16/2024
5509		El Dorado	Lane		R	5/7/2024
5516		El Dorado	Lane		R	3/16/2024
5521		El Dorado	Lane		R	5/28/2024
5556		El Dorado	Lane		R	2/6/2024
5557		El Dorado	Lane		R	5/6/2024
5578		El Dorado	Lane		R	2/6/2024
5618		El Dorado	Lane		R	6/29/2024
5650		El Dorado	Lane		R	5/28/2024
5672		El Dorado	Lane		R	5/28/2024
5683		El Dorado	Lane		R	3/16/2024
5719		El Dorado	Lane		R	3/8/2024
5720		El Dorado	Lane		R	8/31/2023
5721		El Dorado	Lane		R	11/20/2023
5780		El Dorado	Lane		R	8/31/2023
5781		El Dorado	Lane		R	12/9/2023
3400-3418		Element	Way		R	6/28/2024
3422-3440		Element	Way		R	6/28/2024
3481-3499		Eminence	Street		R	6/12/2024
3901-3917		Eminence	Street		R	6/14/2024
3902-3958		Eminence	Street		R	6/12/2024
3907-3945		Eminence	Street		R	6/12/2024
3921-3937		Eminence	Street		R	6/14/2024
3941-3957		Eminence	Street		R	6/12/2024
3961-3977		Eminence	Street		R	6/12/2024
3962-3996		Eminence	Street		R	6/28/2024
3981-3997		Eminence	Street		R	6/28/2024
5200	S.	Esprit	Loop		R	7/29/2023
5201	S.	Esprit	Loop		R	7/29/2023
5300	N.	Esprit	Loop		R	9/7/2023
5500		Esprit	Way		R	3/8/2024
5503		Esprit	Way		R	2/29/2024
5301-5351	N.	Esprit	Loop		R	7/29/2023

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7904		Fall Creek	Road		R	4/30/2024
3115		Finnian	Way		R	2/22/2024
4348		Fitzwilliam	Street		R	6/28/2024
4152		Forest Hills	Road		R	6/15/2024
4180		Forest Springs	Road		R	6/15/2024
6902-6918		Geyserville	Street		R	6/9/2024
6928-6954		Geyserville	Street		R	3/12/2024
6960-6984		Geyserville	Street		R	3/12/2024
3250		Giovanni	Way		R	6/28/2024
3276		Giovanni	Way		R	8/15/2023
3300		Giovanni	Way		R	3/24/2024
3330		Giovanni	Way		R	3/12/2024
3356		Giovanni	Way		R	3/24/2024
3378		Giovanni	Way		R	3/24/2024
6775		Golden Gate	Drive	Aster Apartments	R	5/30/2024
4163		Goodyears	Road		R	6/15/2024
4181		Goodyears	Road		R	6/16/2024
5401		Gracen	Way		R	12/11/2023
5402		Gracen	Way		R	12/11/2023
5421		Gracen	Way		R	12/9/2023
5461		Gracen	Way		R	12/9/2023
5481		Gracen	Way		R	12/9/2023
5491		Gracen	Way		R	12/9/2023
5511		Gracen	Way		R	12/9/2023
5521		Gracen	Way		R	12/9/2023
4075		Grafton	Street	Aloft Dublin-Pleasanton	R	5/21/2024
4078		Grafton	Street	Tulip Afterschool-Dublin	E	2/1/2024
5700		Greige	Circle		R	5/7/2024
5711		Greige	Circle		R	8/9/2023
5731		Greige	Circle		R	9/8/2023
3902-3912		Guerneville	Way		R	2/13/2024
3920-3932		Guerneville	Way		R	2/22/2024
3921-3927		Guerneville	Way		R	2/22/2024
3931-3937		Guerneville	Way		R	12/13/2023
3938-3948		Guerneville	Way		R	8/15/2023
4950		Hacienda	Drive	Hyatt Place	R	1/30/2024
5050		Hacienda	Drive		R	5/22/2024
5095		Haven	Place		R	4/19/2024
5301		Hibernia	Drive		R	9/28/2023
5591		Holly Bay	Avenue		R	11/20/2023
7500		Inspiration	Drive	Valley Christian Center	E	6/11/2024
5200		Iron Horse	Parkway		R	3/1/2024
5265		Iron Horse	Parkway		R	8/9/2023
5300		Iron Horse	Parkway		R	7/12/2024
5710		Iron Horse	Parkway		R	9/7/2023
5710		Iron Horse	Parkway		R	5/28/2024
5750		Iron Horse	Parkway		R	5/6/2024
5286 #D		Ironhorse	Parkway	Genius Kids Dublin Station	E	2/27/2024
4161		Keegan	Street		R	6/28/2024
5728		Kemper	Place		R	11/20/2023

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5730		Kemper	Place		R	11/20/2023
4050		Kinsale	Street		R	9/1/2023
4051		Kinsale	Street		R	12/16/2023
4075		Kinsale	Street		R	3/11/2024
4076		Kinsale	Street		R	3/11/2024
3601		Kohnen	Way		R	12/13/2023
8105	N.	Lake	Drive		R	6/7/2024
5650		Lexington	Avenue		R	9/5/2023
5652		Lexington	Avenue		R	9/5/2023
3062		Maguire	Way		R	3/11/2024
3102		Maguire	Way		R	2/22/2024
3156		Maguire	Way		R	2/22/2024
6580	S.	Mariposa	Lane		R	10/31/2023
6671	S.	Mariposa	Lane		R	9/3/2023
6690	S.	Mariposa	Lane		R	9/3/2023
6730	S.	Mariposa	Lane		R	8/29/2023
6751	S.	Mariposa	Lane		R	8/29/2023
6761	S.	Mariposa	Lane		R	6/7/2024
6772	S.	Mariposa	Lane		R	10/31/2023
6800	S.	Mariposa	Lane		R	11/13/2023
6801	S.	Mariposa	Lane		R	11/16/2023
6810	S.	Mariposa	Lane		R	11/16/2023
6820		Mariposa	Lane		R	9/7/2023
6821	S.	Mariposa	Lane		R	11/13/2023
6830	S.	Mariposa	Lane		R	3/8/2024
6840	S.	Mariposa	Lane		R	3/8/2024
6850	S.	Mariposa	Lane		R	3/7/2024
6851	S.	Mariposa	Lane		R	3/7/2024
6860	S.	Mariposa	Lane	Kidango	E	5/21/2024
6861	S.	Mariposa	Lane		R	10/31/2023
6870	S.	Mariposa	Lane		R	6/7/2024
6871		Mariposa	Circle		R	3/8/2024
6880		Mariposa	Circle		R	4/30/2024
6890		Mariposa	Circle		R	5/15/2024
6900		Mariposa	Circle		R	9/25/2023
6910		Mariposa	Circle		R	6/7/2024
6911		Mariposa	Circle		R	3/8/2024
6920		Mariposa	Circle		R	10/31/2023
6921		Mariposa	Circle		R	9/7/2023
6930	S.	Mariposa	Circle		R	8/29/2023
6931		Mariposa	Circle		R	3/7/2024
6936		Mariposa	Circle		R	11/16/2023
6940		Mariposa	Circle		R	3/5/2024
6950		Mariposa	Circle		R	3/5/2024
6960		Mariposa	Circle		R	3/7/2024
6970	S.	Mariposa	Lane		R	5/15/2024
6551-6557	S.	Mariposa	Court		R	3/8/2024
6559-6567	S.	Mariposa	Court		R	3/5/2024
6570-6578	S.	Mariposa	Court		R	11/13/2023
6600-6610	S.	Mariposa	Lane		R	11/16/2023

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6632-6642	S.	Mariposa	Lane		R	11/13/2023
6651-6659	S.	Mariposa	Lane		R	11/16/2023
6951-6959	N.	Mariposa	Lane		R	11/13/2023
6961-6969	N.	Mariposa	Lane		R	3/5/2024
5551-5575		Martinelli	Way		R	9/28/2023
4150		Meadow Vista	Road		R	3/11/2024
4172		Meadow Vista	Road		R	3/11/2024
5415		Melissa	Lane		R	5/7/2024
5601		Melodia	Circle		R	8/31/2023
5651		Melodia	Circle		R	8/31/2023
5675		Melodia	Circle		R	3/20/2024
5613-29		Melodia	Circle		R	9/28/2023
5631-39		Melodia	Circle		R	9/28/2023
3955-3999		Meridian	Street		R	6/28/2024
4152-4172		Midlands	Court		R	2/22/2024
4178-4198		Midlands	Court		R	2/22/2024
4210-4222		Midlands	Court		R	2/22/2024
4226-4238		Midlands	Court		R	3/11/2024
4250-4262		Midlands	Court		R	1/26/2024
4251-4261		Midlands	Court		R	3/12/2024
4270-4280		Midlands	Court		R	1/26/2024
5773		Midnight	Place		R	5/17/2024
5780		Midnight	Place		R	10/27/2023
5810		Midnight	Place		R	11/7/2023
5821		Midnight	Place		R	10/27/2023
5830		Midnight	Place		R	11/7/2023
5851		Midnight	Place		R	10/27/2023
5860		Midnight	Place		R	11/7/2023
4500		Mirano	Court		R	3/11/2024
4501		Mirano	Court		R	1/26/2024
4516		Mirano	Court		R	1/26/2024
6350		Monterey	Way		R	5/15/2024
6351		Monterey	Way		R	4/30/2024
7890		Oxbow	Court	Tots University	E	7/24/2023
3150		Palermo	Way		R	3/11/2024
3464		Palermo	Way		R	1/26/2024
3468		Palermo	Way		R	1/26/2024
3512		Palermo	Way		R	3/12/2024
3520		Palermo	Way		R	6/15/2024
4068		Panorama	Drive		R	6/14/2024
4106		Panorama	Drive		R	6/15/2024
7300-7331		Parkwood	Circle		R	3/5/2024
6800		Penn	Drive		R	3/27/2024
4683		Perugia	Street		R	3/24/2024
4731		Perugia	Street		R	2/22/2024
4759		Perugia	Street		R	6/12/2024
4817		Perugia	Street		R	6/12/2024
4845		Perugia	Street		R	6/12/2024
3970		Pino Grande	Road		R	6/28/2024
3990		Pino Grande	Road		R	6/28/2024

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4000		Pino Grande	Road		R	6/28/2024
2500		Postano	Parkway	Safari Kid	E	5/30/2024
6680		Regional	Street	Holiday Inn Dublin	R	12/28/2023
7156		Regional	Street	Shooting Stars Preschool	E	5/17/2024
3662		Rimini	Lane		R	6/14/2024
3721		Rimini	Lane		R	6/12/2024
4593		Rimini	Lane		R	3/24/2024
4603		Rimini	Lane		R	6/12/2024
4613		Rimini	Lane		R	6/12/2024
4623		Rimini	Lane		R	6/12/2024
4642		Rimini	Lane		R	6/12/2024
4657		Rimini	Court		R	6/15/2024
4661		Rimini	Lane		R	6/12/2024
4622-4658		Rimini	Court		R	6/28/2024
5400		Saffron	Way		R	5/7/2024
7100		San Ramon	Road		R	10/31/2023
7260		San Ramon	Road	Beyond Montessori	E	5/22/2024
5600		Scarlett	Drive	Quarry Lane Preschool	E	2/8/2024
3900-3912		Scottfield	Street		R	1/26/2024
3916-3926		Scottfield	Street		R	1/26/2024
3928-3938		Scottfield	Street		R	1/26/2024
3950-3962		Scottfield	Street		R	1/26/2024
3966-3978		Scottfield	Street		R	3/12/2024
3986-3998		Scottfield	Street		R	3/12/2024
4002-4016		Scottfield	Street		R	3/12/2024
4020-4032		Scottfield	Street		R	3/12/2024
4036-4050		Scottfield	Street		R	3/12/2024
11557		Shannon	Avenue	St. Raymond School	E	5/28/2024
6680		Sierra	Lane	New Learning Grove Acad.	E	5/31/2024
6805 #A		Sierra	Court	Sierra Day Program	E	5/16/2024
11900		Silvergate	Drive	Learn and Play Montessori	E	5/22/2024
7500		St. Patrick	Way		R	5/15/2024
7550		St. Patrick	Way		R	11/20/2023
6900-6910		Stags Leap	Lane		R	8/15/2023
6912-6920		Stags Leap	Lane		R	9/18/2023
6926-6934		Stags Leap	Lane		R	9/18/2023
6978-6998		Stags Leap	Lane		R	8/5/2023
7006-7022		Stags Leap	Lane		R	8/5/2023
7050-7070		Stags Leap	Lane		R	8/5/2023
7086-7098		Stags Leap	Lane		R	8/5/2023
7315-7323		Starward	Drive		R	9/6/2023
5601		Sterling	Street		R	2/29/2024
5701		Sterling	Street		R	5/7/2024
5500		Stout	Street		R	2/6/2024
5501		Stout	Street		R	2/6/2024
5520		Stout	Street		R	12/11/2023
5521		Stout	Street		R	12/11/2023
5540		Stout	Street		R	8/9/2023
3903-3959		Summit	Road		R	6/9/2024
3963-3995		Summit	Road		R	6/12/2024

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3960		Summit	Road	Learn and Play Montessori	E	7/28/2023
4201		Sunset View	Drive		R	6/12/2024
4239		Sunset View	Drive		R	2/22/2024
7243		Tamarack	Drive		R	10/31/2023
4680		Tassajara	Road	JEI Learning Center Dublin	E	5/29/2024
4800		Tassajara	Road		R	5/22/2024
6363		Tassajara	Road	Quarry Lane School	E	2/28/2024
3050-3062		Threecastles	Way		R	3/11/2024
3051-3061		Threecastles	Way		R	3/11/2024
3919		Twain Harte	Road		R	6/28/2024
3953		Twain Harte	Road		R	6/28/2024
3977		Twain Harte	Road		R	6/28/2024
3451-3475		Vertex	Way		R	6/12/2024
8151		Village	Parkway	Dublin HS/Valley HS	E	6/10/2024
7997		Vomac	Road		R	9/8/2023
4107-4115		Wallis Ranch	Road		R	12/13/2023
4119-4127		Wallis Ranch	Road		R	12/13/2023
4131-4139		Wallis Ranch	Road		R	12/13/2023
4155-4163		Wallis Ranch	Road		R	12/13/2023
4167-4175		Wallis Ranch	Road		R	12/13/2023
4179-4187		Wallis Ranch	Road		R	12/13/2023
4191-4199		Wallis Ranch	Road		R	12/15/2023
3950-3958		Windsor	Way		R	12/15/2023
3962-3970		Windsor	Way		R	8/16/2023
3980-3988		Windsor	Way		R	12/15/2023
3992-4000		Windsor	Way		R	9/19/2023
4010-4018		Windsor	Way		R	11/17/2023
4020-4030		Windsor	Way		R	11/17/2023
4108-4116		Windsor	Way		R	11/17/2023
6901		York	Drive		R	3/7/2024
3371-3395		Zenith	Avenue		R	6/9/2024
3403-3453		Zenith	Avenue		R	6/9/2024



STAFF REPORT

CITY COUNCIL

DATE: April 1, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Approval of Plans and Specifications and Award of Contract, Approval of Agreement for Design Services, Artwork Selection and Approval of Public Art Agreement, and Approval of Budget Change Request, for the Historic Camp Parks Sign Rehabilitation and Relocation, PA0121
Prepared by: Shaun Chilkotowsky, Parks & Community Services Manager

EXECUTIVE SUMMARY:

The City Council will consider actions related to the rehabilitation and relocation of the historic Camp Parks entrance sign and guard shack. The actions include approving an agreement with Page and Turnbull for design services, approving plans and specifications and awarding a construction contract to ARG Conservation Services, Inc., approving the artwork selection and an agreement with StudioFolia for the “*Guards of Camp Parks*” public art project, and approving a budget change.

STAFF RECOMMENDATION:

Take the following actions: 1) adopt the **Resolution** Approving a Consulting Services Agreement with Page and Turnbull for Design Services for the Rehabilitation and Relocation of the Historic Camp Parks Entrance Sign and Guard Shack; 2) adopt the **Resolution** Approving the Plans and Specifications and Awarding a Construction Contract to ARG Conservation Services, Inc., for the Rehabilitation and Relocation of the Historic Camp Parks Entrance Sign and Guard Shack; and 3) adopt the **Resolution** Approving a Public Art Agreement with StudioFolia for the “*Guards of Camp Parks*” Public Art Project; approve the artwork selection; and approve the budget change.

FINANCIAL IMPACT:

As approved in the 2024-2029 Capital Improvement Program (CIP), the total budget for the Rehabilitation and Relocation of the Historic Camp Parks Entrance Sign and Guard Shack, PA0121, is \$500,450. The total cost of the project is currently estimated at \$780,248, which leaves a shortfall of \$279,798 as follows:

Current Project Budget	\$ 500,450
<u>Estimated Costs</u>	
Construction Contract	\$ 453,962
Public Art Agreement	\$ 28,000
Design Services	\$ 100,000
Other Soft Costs	\$ 198,286
Total	\$ 780,248
Shortfall	\$ (279,798)

As sufficient funding is not currently available to complete the project, a budget change (Attachment 6) has been prepared, which transfers \$180,000 in available funds from completed Public Art CIP projects and adds \$100,000 to the project from the Public Art Fund.

DESCRIPTION:

Background

Camp Parks was first established as a military base in World War II. The area was unofficially known as “Fleet City” and included Camp Parks (1942-46), a training and deployment center for the United States Navy’s Construction Battalions (Seabees); Camp Shoemaker (1943-46), a Navy personnel distribution and separation center; and Shoemaker Naval Hospital (1943-46), one of several Navy installations around the country where women were accepted as enlisted and officer personnel.

The Camp Parks area later housed Alameda County’s Santa Rita Jail (1946 – present); Parks Air Force Base (1951-57); Civil Defense testing facilities (1959-1985); Federal Job Corps (1960s-1970s); and the U.S. Army’s Parks Reserve Forces Training Area (PRFTA, 1980-present).

In 1944, as a U.S. Navy Seabee ordered to Camp Parks during World War II, Bruce Goff designed the Camp Parks entrance sign and attached guard shack.

In 1998, the U.S. Army evaluated the Camp Parks entrance sign and guard shack and determined it eligible for listing on the National Register of Historic Places. In 1999, the State Historic Preservation Officer, Office of Historic Preservation, concurred with this assessment. In the late 1990s, PRFTA and Fort Hunter Liggett (FHL) began investigating, restoring, and relocating the sign and guard shack. The work included environmental reviews, hazardous material sampling, and evaluation of the impacts on historical and cultural resources.

The current physical location of the sign and guard shack is at the original base entrance, which is now closed. The sign can be seen when traveling along Dougherty Road just north of Scarlett Drive. The proposed new location is adjacent to the new PRFTA entrance at Dougherty Road and Camp Parks Boulevard, just outside the Dublin Camp Parks Military History Center.

At its meeting of March 15, 2022, the City Council approved a Memorandum of Agreement (MOA) memorializing a collaboration between the City and FHL/PRFTA to rehabilitate and relocate the entrance sign and guard shack. The MOA formalized the roles and responsibilities, including that the City will fund the design and construction, and FHL/PRFTA will continue to own and maintain the sign, which sits on federal land. The MOA also includes language to ensure public access to the sign.

Design Services

In October 2021, a Request for Proposals was issued for a design team consisting of a professional artist with experience in historic building preservation, a historic architect, licensed engineers, or any combination thereof that could complete the scope of work. Two responses were received, and in December 2021, consultant interviews were conducted. Participants included Staff from the Parks and Community Services Department, Public Works Department, and PRFTA/FHL.

At its March 15, 2022, meeting, the City Council adopted a resolution approving an agreement with the historic preservation design firm Page and Turnbull to complete design services. The total agreement had a compensation amount not to exceed \$158,408 for base services and expired on June 30, 2024.

As PRFTA/FHL had initially begun work on the rehabilitation and relocation of the sign, it was anticipated that the scope of design services would be limited. Following the design kick-off, it was discovered that more comprehensive design services were needed, including additional exploration of the sign's structure and completion of due diligence reports. Page and Turnbull drafted the necessary plans and specifications, however, due to the additional scope and the expiration of the initial agreement, a new agreement is required which will allow the designer to continue supporting the project. While the designer has completed the development of project plans and specifications, additional support is required through the final construction phase of the project. Staff recommends that the City Council adopt a resolution (Attachment 1) approving a new Consulting Services Agreement with Page and Turnbull with a not-to-exceed amount of \$100,000 (Attachment 2).

Construction Contract Award

The City issued a bid package for contractors for the Camp Parks Sign and Guard Shack Rehabilitation and Relocation Project on May 1, 2024. The bid package consisted of one base bid item and one bid alternate item. The project was posted through all traditional channels, including local newspapers, the City of Dublin Plan Room, local builders' exchanges, City website, and direct contact from City Staff to local contractors, ensuring project visibility.

On June 13, 2024, the City of Dublin held the public bid opening, receiving one bid for a base bid amount of \$403,485 and no bid for the bid alternate item. A review of the contractors' bid package identified items that were missing or not included. Additionally, the contractor indicated in the statement of Bidder Qualifications that they had not completed the minimum number of projects required in the project bid documents. Specifically, the Notice Inviting Bids and Bidder's Questionnaire stipulated that bid proposals submitted by general contractors who have not completed two qualifying projects within the past seven years shall be deemed non-responsible and, therefore, rejected. On August 20, 2024, the City Council adopted a resolution deeming the

bid non-responsive, resulting in the City having received no bids for the project.

In accordance with California Public Contract Code, Division 2, Part 3, Chapter 1 - Local Agency Public Construction Act, Section 20166, if no bids are received, the City has met the competitive bidding requirements and may proceed with completing the project without further compliance with the Local Agency Public Construction Act. Staff reached out to numerous capable contractors with recent experience working for the City, those currently engaged in non-City projects in the area, and contractors with a proven track record in historic renovation projects. Due to the project's unique nature and the expertise required, many contractors opted not to pursue it after reviewing the project details. Following a recommendation, Staff began working with ARG Conservation Services, Inc., to develop a proposal for the project. ARG first submitted a proposal totaling \$578,881. After working with Staff, ARG submitted a revised proposal totaling \$453,962. Staff reviewed the proposal, checked references and necessary licenses, and recommends that the City Council award the construction contract to ARG Conservation Services, Inc.

To facilitate the approval of contract change orders and avoid construction delays, the resolution awarding the contract would authorize the City Manager to approve change orders up to 10% of the base contract amount. If the construction contract is awarded, Staff expects work to begin in Summer 2025 and be completed by Fall 2025.

Additional Public Art

While the Camp Parks Sign and Guard Shack have many historical and artistic elements, the City desires to commission additional Public Art that will enhance the overall site and complement the newly rehabilitated and relocated Sign. This project falls within the goals and guidelines of the City's Public Art Master Plan, including an emphasis on highly visible artwork along major thoroughfares. The Sign is being relocated to a publicly accessible space within PRFTA directly outside the Dublin Camp Parks Military History Center and will be visible along Dougherty Road, one of the main north-south thoroughfares in Dublin.

To begin this component of the larger project, Staff utilized an existing list of qualified artists who previously responded to a Request for Qualifications for the Heritage Park Public Art Project. On April 19, 2023, Staff invited 19 artists to submit letters of interest for the Camp Parks Public Art project, with seven artists responding.

On June 29, 2023, an Ad-Hoc Art Selection Committee of the Heritage and Cultural Arts Commission met to review the artist portfolios and resumes. The Committee selected four artists who were invited to develop a site-specific design proposal for this project. On September 12, 2023, the Committee convened to review the four site-specific design proposals. After deliberation, two proposals were selected, with feedback provided for consideration. At its meeting on November 9, 2023, the Heritage and Cultural Arts Commission reviewed the two proposals, and recommended the artwork proposal titled "*Guards of Camp Parks*" by artist James Dinh of StudioFolia. The proposal is included as part of Attachment 5. The City Council is being asked to review and approve the artworks selection as recommended by the Heritage and Cultural Arts Commission and adopt a resolution (Attachment 4) approving a public art agreement. It is expected that the artwork fabrication and installation timeline will align with the construction timeline for the sign and guard shack.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted, and copies were provided to consultants and contractors.

ATTACHMENTS:

- 1) Resolution Approving a Consulting Services Agreement with Page and Turnbull for Design Services for the Rehabilitation and Relocation of the Historic Camp Parks Entrance Sign and Guard Shack
- 2) Exhibit A to the Resolution – Consultant Services Agreement with Page & Turnbull
- 3) Resolution Approving the Plans and Specifications and Awarding a Construction Contract to ARG Conservation Services, Inc., for the Rehabilitation and Relocation of the Historic Camp Parks Entrance Sign and Guard Shack
- 4) Resolution Approving a Public Art Agreement with StudioFolia for the *“Guards of Camp Parks”* Public Art Project
- 5) Exhibit A to the Resolution – Public Art Agreement with StudioFolia
- 6) Budget Change

RESOLUTION NO. XX – 25**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN****APPROVING A CONSULTING SERVICES AGREEMENT WITH PAGE AND TURNBULL FOR
DESIGN SERVICES FOR THE REHABILITATION AND RELOCATION OF THE HISTORIC
CAMP PARKS ENTRANCE SIGN AND GUARD SHACK**

WHEREAS, the 2024-2029 Capital Improvement Program includes a project to fund the rehabilitation and relocation of the historic Camp Parks entrance sign and guard shack; and

WHEREAS, the historic Camp Parks entrance sign and guard shack was designed by renowned artist and architect Bruce Goff, while an active US Navy Seabee, around 1944; and

WHEREAS, the City entered into a consulting services agreement with historic architecture firm Page and Turnbull to complete design services; and

WHEREAS, Page and Turnbull completed initial design services for the project under an agreement that expired on June 30, 2024; and

WHEREAS, the City desires to enter into a new consulting services agreement with Page and Turnbull, with a compensation not-to-exceed amount of \$100,000, to complete final design services and support the Project through construction.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby authorize the execution of a Consultant Services Agreement with Page and Turnbull for design services for the Rehabilitation and Relocation of the Historic Camp Parks Entrance Sign and Guard Shack, attached hereto as **Exhibit A**.

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

PASSED, APPROVED AND ADOPTED this 1st day of April 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
PAGE AND TURNBULL
FOR
DESIGN SERVICES FOR THE RESTORATION/REHABILITATION AND RELOCATION
OF THE HISTORIC CAMP PARKS ENTRANCE SIGN AND GUARD SHACK & ON-
CALL SERVICES AS NEEDED**

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and Page and Turnbull ("Consultant") (together sometimes referred to as the "Parties") as of April 1, 2025 (the "Effective Date").

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

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2028, 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.

1.5 Public Works Requirements. Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the California Labor Code applicable to public works.

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

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed \$100,000, 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
 - 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:

Page and Turnbull
170 Maiden Lane, 5th Floor
San Francisco, CA 94108

Any written notice to City shall be sent to:

City of Dublin
Attn: City Manager
100 Civic Plaza

Dublin, CA 94568

10.11 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits 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.

10.14 Provisions Required For Public Works Contracts Pursuant To California Labor Code Section 1720 Et Seq.

A. HOURS OF WORK:

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

ii. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to 8 hours during any one calendar day, and 40 hours during any one calendar week, except in

accordance with California Labor Code Section 1815, which provides that work in excess of 8 hours during any one calendar day and 40 hours during any one calendar week is permitted upon compensation for all hours worked in excess of 8 hours during any one calendar day and 40 hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.

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

B. WAGES:

- i. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Consultant and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.
- ii. In accordance with California Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes a penalty for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Consultant or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Consultant or subcontractor had knowledge of their

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

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

written declaration that it is made under penalty of perjury, stating both of the following:

- a. The information contained in the payroll record is true and correct.
- b. The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

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

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

SIGNATURES ON FOLLOWING PAGE

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

Page and Turnbull

Colleen Tribby, City Manager

DocuSigned by:
Lada Kocherovsky
1BDD25E71AEC436

Lada Kocherovsky, Principal

Attest:

Consultant's DIR Registration Number
(if applicable)

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

EXHIBIT A

SCOPE OF SERVICES

The City shall require professional design services on the Historic Camp Parks Sign Relocation and Rehabilitation project. Work on the project may include, but is not limited to:

- Development of Design Guidelines, Feasibility Studies, Project Timelines/Schedules, Concept and Schematic Designs, and Construction/Bid Documents in accordance with local, state, and federal code standards.
- Review of site topographic surveys.
- Preparation of design alternatives.
- Preparation of phasing plans if needed, which identifies logical phases for development of the project and designates what will be included in each phase.
- Preparation of cost estimates.
- Preparation of condition assessment reports.
- Remediation design services (ex. lead paint and/or asbestos removal).
- Construction Administration (CA) services
- Construction Inspection services.
- Construction Management (CM) services.
- Record Document preparation services.
- Code analysis and ADA evaluations and assistance with regulatory permitting and compliance
- Value Engineering analyses.
- Document and evaluate "As-Built" conditions of existing and potential facilities.
- Maintenance planning for historical structures and facilities.
- Perform quality control and quality assurance (QA/QC) review of all documents prior to submittal.
- Hiring of technical experts via sub-consultants for completion of tasks identified in scopes of work.

EXHIBIT A**Compensation Schedule/Hourly Rates:**

Founding Principal \$315
 Principal \$265 - \$305
 Director \$170 - \$245

Senior Architect /
 Senior Project Manager \$225
 Architect 2 / Project Manager \$185
 Architect 1 \$155
 Senior Designer /
 Senior Project Manager \$195
 Designer 2 / Project Manager \$160
 Designer 1 \$135
 Junior Designer \$125

Senior Cultural Resources Planner /
 Senior Project Manager \$170
 Cultural Resources Planner 2 /
 Project Manager \$150
 Cultural Resources Planner 1 \$135
 Jr. Cultural Resources Planner \$120

Senior Preservation Specialist /
 Senior Project Manager \$195
 Preservation Specialist 2 /
 Project Manager \$170
 Preservation Specialist 1 \$140
 Junior Preservation Specialist \$125

Interns \$115

Marketing Director \$230
 Marketing Manager \$195
 Marketing Coordinator 2 \$170
 Marketing Coordinator 1 \$150

Controller \$230
 Senior Project Accountant \$190
 Project Accountant 2 \$170
 Project Accountant 1 \$140

Office Administrator \$125

Reimbursable Expenses

- Cost of printing or duplication of drawings, specifications, reports, and cost estimates.
- Tolls, parking fees, and local travel charged in accordance with IRS code.
- Long distance telephone service and facsimile charges.
- Cost of models, special renderings, photography, special printing of publications, maps, and other supplies required for the project.
- Postage and delivery charges.
- Fees for local licenses and permits required to perform professional services.
- Travel, lodging, subsistence, and out-of-pocket expenses for authorized travel in connection with contract services.

*Subject to Annual Review and Adjustment

RESOLUTION NO. XX – 25**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN****APPROVING THE PLANS AND SPECIFICATIONS AND AWARDING A CONSTRUCTION
CONTRACT TO ARG CONSERVATION SERVICES, INC., FOR THE REHABILITATION AND
RELOCATION OF THE HISTORIC CAMP PARKS ENTRANCE SIGN AND GUARD SHACK**

WHEREAS, the 2024-2029 Capital Improvement Program includes a project to fund the rehabilitation and relocation of the historic Camp Parks entrance sign and guard shack; and

WHEREAS, the design team has completed the plans and specifications for the Project, CIP No. PA0121, which will rehabilitate and relocate the historic Camp Parks sign and guard shack, as further described in the plans and specifications for the Project on file with the City of Dublin; and

WHEREAS, in accordance with the Dublin Municipal Code, California Public Contract Code and other applicable laws, City Staff solicited competitive bids for the Project; and

WHEREAS, the City of Dublin, received no responsive bids at 2:00 PM on June 13, 2024, which was the time and date that bids were due and would be publicly opened and read aloud in City Hall for the Project; and

WHEREAS, in accordance with the California Public Contract Code, Local Agency Public Construction Act, the City of Dublin met the competitive bidding requirements and may have the project done without further complying with the Local Agency Public Construction Act; and

WHEREAS, the City of Dublin solicited proposals for construction of the Project from capable contractors, receiving one proposal.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin approves the Plans and Specifications for the Rehabilitation and Relocation of the Historic Camp Parks Entrance Sign and Guard Shack.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby award the Construction Contract for the Project to ARG Conservation Services, Inc. at a base price of four-hundred fifty-three thousand nine-hundred sixty-two dollars and zero cents (\$453,962.00).

BE IT FURTHER RESOLVED that the City Manager or designee is authorized to execute the Construction Contract for the Project with ARG Conservation Services, Inc., and make any necessary, non-substantive changes to carry out the intent of this Resolution.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager or designee to approve Project Contract Change Orders based on the appropriated funds designated for the Project up to the contingency amount of 10% of the base price amount.

PASSED, APPROVED AND ADOPTED this 1st day of April 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mayor

City Clerk

RESOLUTION NO. XX – 25**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN****APPROVING A PUBLIC ART AGREEMENT WITH STUDIOFOLIA FOR THE “GUARDS OF
CAMP PARKS” PUBLIC ART PROJECT**

WHEREAS, the 2024-2029 Capital Improvement Program includes a project to fund the rehabilitation and relocation of the historic Camp Parks entrance sign and guard shack; and

WHEREAS, while the historic Camp Parks entrance sign and guard shack has many historical and artistic elements, the City desires to commission additional Public Art that will enhance the overall site and complement the newly rehabilitated and relocated Sign; and

WHEREAS, from a list of qualified artists, 19 artists were invited to submit letters of interest in the project, with seven responses received from interested artists, and the Ad-Hoc Selection Committee invited four of the seven artists to submit site specific proposals; and

WHEREAS, the proposal by artist James Dinh of StudioFolia was recommended by the Ad-Hoc Selection Committee and Heritage and Cultural Arts Commission; and

WHEREAS, artists James Dinh and StudioFolia has demonstrated ability to perform said services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby authorize the execution of a Public Art Agreement with StudioFolia for the design, fabrication, and installation of a Public Art project at Parks Reserve Forces Training Area.

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

PASSED, APPROVED AND ADOPTED this 1st day of April 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

**PUBLIC ART AGREEMENT BETWEEN
THE CITY OF DUBLIN AND STUDIOFOLIA**

THIS AGREEMENT is made by and between the City of Dublin (“**City**”) and StudioFolia (“**Artist**”) as of April 1, 2025, for the purposes and on the terms and conditions set forth below.

RECITALS

WHEREAS, the City requires the services of Artist to perform artistic services described in the Agreement for a public art project as described under Section 8.58 of the Dublin Municipal Code; and

WHEREAS, the City is authorized by Section 2.36.050 of the Dublin Municipal Code to contract for the specialized services of the artist contemplated by this Agreement; and

WHEREAS, Artist is qualified and desires to perform the artistic services required by the City as set forth in this Agreement; and

WHEREAS, the City Council, on April 1, 2025, authorized the City Manager to execute an agreement between City and Artist for the preparation of a final design, fabrication and installation for a public art sculpture.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

AGREEMENT

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Artist shall provide to City the services necessary to provide the artwork (“**Work**”) described in the Artist Proposal described in **Exhibit A**, and in the Scope of Work attached as **Exhibit B** 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 B**, the Agreement shall prevail.

1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on the date of completion specified in **Exhibit B**, and Artist shall complete the Work described in **Exhibit A** prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 17. The time provided to Artist to complete the services required by this Agreement shall not affect the City’s right to terminate the Agreement, as provided for in Section 17.

1.2 **Standard of Performance.** Artist 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 Artist is engaged in the geographical area in which Artist practices its profession. Artist shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Artist’s profession.

1.3 Assignment of Personnel. Artist 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, Artist shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Artist 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 Section 1.1 above and to satisfy Artist's obligations hereunder.

2. SCOPE OF WORK. Artist shall provide a final design, fabrication and installation of the artwork "*Guards of Camp Parks*" for Camp Parks Public Art project as more specifically described in Exhibit A and Exhibit B of this Agreement.

2.1 The City shall be responsible for providing the Artist, without cost, copies of designs, drawings, reports, and other relevant data needed by the Artist to design and execute the Project.

2.2 The Artist shall, whenever required during the term of this Agreement, present to the City in writing, drawing, or other appropriate media for further review and approval any significant changes in the scope, design, color, size, material, utility, support requirements, texture, or location of the site or the Work. A significant change is any change that could affect the future installation, scheduling, site preparation, or maintenance of the Work, or the concept of the Work as represented in the original concept design included in Exhibit A.

2.3 The City may, at any time, request the Artist in writing to (a) revise portions of the services that he/she has previously completed in a satisfactory manner; (b) delete portions of the Scope of the Work that the Artist has not yet performed; (c) perform additional work beyond the Scope of Work to be provided in Exhibit B; and, (d) make other changes within the General Scope of the Work to be performed under this Agreement. In the event of such a written request, the Artist may, but shall not be obligated to agree to any such request.

2.4 In the event the request for change is agreed to by the Artist, this Agreement shall be amended, in writing, specifying the agreed changes, including, but not limited to, a description of services, additional budget, payment schedule, and timetable. In the event that the Artist does not agree to the request, the City shall be entitled to terminate the Agreement for cause pursuant to Section 17 herein.

2.5 No services for which additional compensation will be charged shall be provided by the Artist without the prior written authorization by the City.

3. COMPENSATION. City hereby agrees to pay Artist a sum not to exceed \$28,000 as specified in the Payment Schedule as described in Exhibit C, notwithstanding any contrary indications that may be contained in Artist's proposal, for services to be performed under this Agreement; or subject to additional amounts for any revisions requested and change order approved by the City as provided for in Section 2.3 above or elsewhere in this Agreement. In the event of a conflict between this Agreement and Artist's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Artist for

services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified in **Exhibit C** shall be the only payments from City to Artist for services rendered pursuant to this Agreement. Artist shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Artist shall not bill City for duplicate services performed by more than one person.

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

3.1 **Invoices.** Artist shall submit invoices as specified in **Exhibit B** and **Exhibit C**, 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. Invoices shall contain the following information:

- (a) Serial identifications of each billable phase; i.e., Bill No. 1 Phase I for the first invoice, etc.;
- (b) The beginning and ending dates of the billing period;
- (c) A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, the Artist's signature.

3.2 **Total Payment.** City shall pay for the services to be rendered by Artist pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Artist 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 Artist 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.

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

3.4 **Payment upon Termination.** In the event that the City or Artist terminates this Agreement pursuant to Section 17, the City shall compensate the Artist for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Artist shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

3.5 Authorization to Perform Services. The Artist 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.

4. FACILITIES AND EQUIPMENT. Except as set forth herein, Artist shall, at his/her 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 Artist only the facilities and equipment listed in Exhibit B, and only under the terms and conditions set forth herein.

5. RESPONSIBILITY OF THE ARTIST

5.1 The Artist agrees that an essential element of this Agreement is the skill and creativity of the Artist. The Artist shall not assign the creative or artistic portions of the Work to another party for the production of the Work without the written consent of the City. Failure to conform to this provision may be cause for termination of this Agreement, at the sole option of the City.

5.2 The Artist shall be responsible for providing services described in Exhibit B, including but not limited to, the quality and timely completion of the services. As part of the Work, Artist shall be responsible for designing the Work, as described in Exhibit A, so that it can be constructed without exceeding the approved overall budget for the Work of \$28,000. The Artist shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in his/her Work.

5.3 The Artist shall complete the fabrication and installation of the Work in substantial conformity with the attached Exhibit B, Scope of Work.

5.4 The risk of loss or damage to the Work shall be borne by the Artist until final acceptance by City. The Artist shall take such measures as are necessary to protect the Work from loss or damage until final acceptance by City.

6. TIMELY PROVISION OF SERVICES; DAMAGES FOR DELAYED PERFORMANCE. The parties agree that in the performance of the terms and requirements of this Agreement by the Artist that time is of the essence. Artist shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Artist's obligations pursuant to this Agreement.

6.1 Damages for Delayed Performance. Subject to reasonable proof and documentation confirming the same submitted by the City, Artist shall be liable for all incidental and consequential damages resulting, directly or indirectly, from delays in performance caused by Artist's acts or omissions. Damages may include, but are not limited to the cost to retrofit the Work installation area should Artist not meet installation schedule as specified in Exhibit B. The Artist shall not be liable to City for damages resulting from delays caused by force majeure or by acts or omissions of City, Architect or the General Contractor; or third party vandalism, except to the extent Artist failed reasonably to mitigate such damages. Illness, Injury, Death or Incapacity. Should Artist die, become ill, injured or otherwise incapacitated (collectively, "incapacitated") such that Artist is unable to work for any period not exceeding 30 days (whether consecutive or non-consecutive), any delay arising out of such incapacity will be allowed by City whenever it is

practicable to do so, considering the facts and circumstances of the Work, the Project, the Architect, the General Contractor and the Client. City may require Artist to provide medical certification of any claimed incapacity. In the event Artist is incapacitated such that Artist is unable to work for a period exceeding a total of 30 days (whether consecutive or nonconsecutive), City may, at its option, undertake to complete and install the Work in Artist's absence, so long as the final Work is substantially similar to that designed by Artist. If City undertakes to complete the Work, City shall give due consideration to Artist's suggestions, and Artist may disclaim authorship of the Work. If City exercises its option to implement the Work in Artist's absence, any compensation paid or payable to Artist shall be reduced by the costs and expenditures of City in completion and installation of the Work. In case of incapacity exceeding 30 days, the following person shall be Artist's representative vis-à-vis the City for purposes of this Section 6 unless otherwise directed in writing by the Artist:

Name: StudioFolia
 Attn: James Dinh
 Address: 12723 Park Street
 City, State, ZIP: Cerritos, CA 90703
 Phone: 562-841-2512
 Email: james@studiofolia.com

7. APPROVAL AND FINAL ACCEPTANCE OF WORK. Payment does not imply acceptance of work. The granting of any payment by City, or the receipt thereof by Artist, shall in no way lessen the liability of Artist to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that does not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Artist without as soon as possible.

7.1 The granting or withholding of any approval by the City shall be determined by the City in its sole and reasonable discretion. However, the City shall approve all deliverables if they materially conform to plans or Contract Documents previously approved by the City. If the City withholds approval of any deliverables or Phase, in addition to other rights or remedies available to the City under the Agreement or applicable law, the City shall have the right to terminate this Agreement immediately and shall have no further obligations under this Agreement.

7.2 Final Acceptance. Artist shall advise the City in writing when Artist has completed all obligations, services and deliverables under this Agreement and all modifications. The City promptly shall send a Notice of Response identifying in writing any obligations, services, or deliverables that Artist has not satisfactorily met, any defects in Artist's performance, and the requirements for Artist to cure any such default. Artist shall have twenty (20) days from dispatch of the Notice of Response to cure any defects in Artist's performance identified in the City's Notice of Response. The Work shall not be officially accepted by City unless the City has issued a resolution of Final Acceptance. City shall make a good faith effort to make a determination as to Final Acceptance promptly. Final Acceptance occurs once Work is delivered and installing in consultation with Parks Department, and City and inspected and approved the Work.

7.3 Public Art Collection. Upon Final Acceptance, the City shall accession the Work into the Public Art Collection.

8. WARRANTIES/STANDARDS

8.1 Unique. Artist warrants that the design of the Work as expressed in the Proposal, Exhibit A, is an edition of one, and that neither Artist nor Artist's agents will execute or authorize another to execute another work of the same or substantially similar image, design, dimensions and materials as the Work. Artist may create works that utilize or incorporate various individual art elements that comprise the Work, so long as the work utilizing or incorporating such individual elements (1) does not consist predominantly of such elements, (2) is not the same or substantially similar in image, design, dimensions and materials as the Work, and (3) is not displayed in an environment that is the same or substantially similar to the environment in which the Work is to be displayed at the site.

8.2 Warranty of Title. Artist represents and warrants that Artist is the sole author of the Work and that Artist is the sole owner of any and all copyrights pertaining to the Work. Artist further represents that the Work is free and clear of any liens and that there are no outstanding disputes in connection with property rights, intellectual property rights or any other rights in the Work or any parts of the Work.

8.3 The Artist shall faithfully perform the work required under this Agreement in accordance with standards of care, skill, training, diligence, and judgment provided by highly competent professionals who perform work of a similar nature to the Work described in this Agreement. Artist shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any such persons, Artist shall, immediately upon receiving notice from City of such desire of City, cause the removal of such person or persons, unless in the Artist's sole opinion, the skill or creativity of such person or persons is essential to the creation of the Work.

8.4 Warranty of Workmanship. The Artist shall guarantee his/her Work to be free from faults of material and workmanship for a period of one (1) year after installation and Final Acceptance by the City. The Artist shall deliver the Work to the City free and clear of any liens from any source whatsoever. The foregoing guarantees shall apply only to the Work that is entirely that of the Artist or persons responsible to the Artist, as installed, and shall not apply to materials or workmanship of projects in which the Work of the Artist is integrated or combined, or to materials purchased, acquired, or installed by a person or entity not responsible to the Artist.

8.5 Warranty of Public Safety. Artist represents and warrants that the Work will not pose a danger to public health or safety in view of the possibility of misuse, if such misuse is in a manner that was reasonably foreseeable at any time during the term of this Agreement.

8.6 Warranty of Acceptable Standard of Display and Operation. Artist represents and warrants that:

8.6.1 Occasional or minimal cleaning and repair of the Work and any associated working parts and/or equipment will maintain the Work within an acceptable standard of public display;

8.6.2 Foreseeable exposure to the elements and general wear and tear will cause the Work to experience only minor repairable damages and will not cause the Work to fall below an acceptable standard of public display; and

8.6.3 With general routine cleaning and repair, and within the context of foreseeable exposure to the elements and general wear and tear, the Work will not experience irreparable conditions that do not fall within an acceptable standard of public display, including mold, rust, fracturing, staining, chipping, tearing, abrading and peeling.

8.7 Manufacturer's Warranties. To the extent the Work incorporates products covered by a manufacturer's warranty, Artist shall provide copies of such warranties to City.

9. MAINTENANCE OF WORK

9.1 Unless specifically provided in this Agreement, Artist shall not be responsible for ongoing maintenance of the Work.

9.2 Artist shall provide the City with a General Maintenance Plan for the Work, with a detailed description of future anticipated maintenance requirements; a recommended maintenance schedule; anticipated and required care and/or replacement/upgrade of any part of the Work and associated moving parts or equipment including any staff time involved in displaying or operating Work and the frequency of such staff involvement; and written instructions and manufacturer's specifications for reasonably foreseeable maintenance and preservation activities relating to the Work.

9.3 The Work shall be durable, taking into consideration that the installation site is an unsecured public space that may be exposed to elements such as weather, temperature variation, and considerable movement of people and equipment. Artist shall ensure that all maintenance requirements will be reasonable in terms of time and expense.

9.4 Although City strives to maintain the Public Art Collection in good repair and condition, City is not required by this Agreement to maintain the Work to any particular standard. City may determine to allow the Work to deteriorate in accordance with the Work's temporary life span, if deemed appropriate by City or if City lacks sufficient funds for required maintenance and/or conservation. If the Work suffers deterioration, City shall have sole discretion to determine whether to remove the Work from display as a result of deterioration, whether to replace any portion of the Work or translate any component into new media, or whether to maintain the Work on display despite its deteriorated condition.

9.5 The anticipated life span of the Work is 25 years from the date of final acceptance by the City. After that time, the City in its sole discretion may re-evaluate the Work to determine if it retains its identity as a work of art and, if not, whether to take appropriate action, including the possibility of destroying the Work. If the City determines that, through decay, vandalism or

other forces, the Work has lost its integrity to the point where it should be destroyed, the City shall first offer the Work to Artist free of charge and in writing.

10. ARTIST'S RIGHTS; CITY'S OWNERSHIP RIGHTS

10.1 Artwork Removal. The Work may be removed from the Site at any time. Artist acknowledges and understands that the installation of the Work at the Site may subject the Work to destruction, distortion, mutilation, or other modification due to the acts of the City or third parties or to its removal, repair, maintenance, storage, or transfer of ownership.

10.2 The City intends to display the Work as originally created by Artist in Exhibit A and to maintain the Work in good condition. Public artworks commissioned by the City are sometimes integrated into their site, such that they become an integral, permanent and site-specific part of a building's architecture or landscaped environment and removal of the Work would result in significant changes to the Work and the building's architecture. City, however, shall preserve complete flexibility to operate and manage City property in the public's interest. Therefore, City retains the absolute right to alter the Work in City's sole judgment. For example, City may alter the Work to eliminate hazard, to comply with the Americans with Disabilities Act, to otherwise aid City in the management of its property and affairs, or through neglect or accident. If, during or after the term of this Agreement, City finds the Site to be inappropriate, City has the right to install the Work at an alternate location that City chooses in its sole discretion. If the Work is free-standing such that it can be removed without significant damage to the Work or the Site, and if the City authorizes the removal of the Work, the City shall take reasonable precautions to minimize alteration of the Work during removal.

10.3 With respect to the Work produced under this Agreement, and in consideration of the procedures and remedies specified in this Agreement, Artist waives any and all claims, arising at any time and under any circumstances, against City, its officers, agents, employees, successors and assigns, arising under the federal Visual Artists Rights Act (and 113(d)), the California Art Preservation Act (Cal. Civil Code §§987 et seq.), and any other local, state, federal, or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. §106A, Cal. Civil Code §§987 et seq., or any other type of moral right protecting the integrity of works of art. If the Work is incorporated into a building such that the Work cannot be removed from the building without alteration of the Work, Artist waives any and all such claims against any future owners of the site, and its agents, officers and employees, for alteration of the Work. Artist shall provide City with aforementioned waivers prior to the commencement of work.

10.4 If City intends to take any action with respect to the site or the Work that would alter the Work, other than routine cleaning and maintenance, the following procedures shall apply:

10.4.1 Notice. Where time permits, City shall make reasonable good faith efforts to notify Artist at least twenty (20) calendar days prior to authorizing any alteration of the Work, at the last phone number or address provided by Artist to the City's Contract Administrator. Where time does not permit prior to alteration of the Work – for example, in cases of public

hazard, accident or unauthorized alteration – City shall notify Artist within thirty (30) calendar days after such alteration.

10.4.2 Consultation. After receiving such notice, Artist shall consult with City to determine whether the Work can be restored or relocated, and to attempt to come to a mutually agreeable plan for disposition of the Work. Such consultation shall be without charge by Artist unless otherwise specifically agreed in writing. If City intends to remove the Work, Artist shall consult regarding methods to minimize or repair any Alteration to the Work caused by such removal and the potential costs of such removal.

10.4.3 Restoration. If the Work is altered, with or without prior notice to Artist, and City intends to maintain the Work on display, City shall make a reasonable good faith effort to engage Artist in the restoration of the Work and to compensate Artist for Artist's time and efforts at fair market value, which may be the subject of a future Agreement between Artist and City. However, City has no obligation under this Agreement to restore the Work to its original condition, to compensate Artist for any restoration work, or to maintain the Work on display. If Artist fails or refuses to negotiate with City in good faith with respect to any restoration, City may contract with any other qualified art conservator or artist for such restoration. During Artist's lifetime, City shall make best efforts not to display or de-accession only a portion of the Work without Artist's consent.

10.4.4 Removal by Artist. Where time permits, if City intends to take action that will destroy or significantly alter the Work, such as destruction of all or part of the site, and City determines that it will not remove the Work itself, City shall allow Artist to remove the Work at Artist's expense within 60 days of notice from the City of the need to remove the Work, in which case title shall revert to Artist. If Artist fails to remove the Work within that 60 day period, City may alter the Work in any manner, including destroying it, in City's sole discretion.

10.4.5 Remedies. If City breaches any of its obligations under this Section, Artist's remedies shall be limited as follows: If City inadvertently fails to provide a required prior notice of alteration, City will provide notice as soon as it discovers the omission, and before alteration of the Work if that remains possible. If City alters the Work without providing Artist a required prior notice of alteration, Artist shall be given the first right of refusal to restore the Work at the same location and City shall make reasonable efforts to provide funding for the restoration. If City funds cannot be made available after reasonable efforts are made to secure such funding, Artist may, but is not obligated to, restore the Work at Artist's expense. If Artist elects not to restore the Work, City may retain another artist or conservator to restore it, or may Alter the Work in any manner, at City's sole discretion.

10.5 If City alters the Work without Artist's consent in a manner that is prejudicial to Artist's reputation, Artist retains the right to disclaim authorship of the Work in accordance with California Civil Code §987(d) and 17 U.S.C. §106A(a)(2).

10.6 Except as provided in this Agreement, with respect to third parties who are not officers, employees, agents, successors or assigns of City, Artist retains Artist's moral rights in the Work, as established in the Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)), the California Art Preservation Act (Cal. Civil Code §§987 and 989), or any other local, state,

federal or international moral rights laws that protect the integrity of works of art. Accordingly, nothing herein shall prevent Artist from pursuing a claim for alteration of the Work against a third party who is not an officer, employee, agent, successor or assign of City. City has no obligation to pursue claims against third parties to remedy or prevent alteration of the Work. However, as owner of the Work, City may pursue claims against third parties for damages or to restore the Work if the Work has been altered without City's authorization.

11. INTELLECTUAL PROPERTY AND PUBLICITY RIGHTS

11.1 Copyright. Subject to usage rights and licenses granted to City hereunder, Artist shall retain all 17 U.S.C. §106 copyrights in all original works of authorship produced under this Agreement. Artist's copyright shall not extend to predominantly utilitarian aspects of the Work, such as landscaping elements, furnishings, or other similar objects. If Artist is comprised of two or more individual persons, the individual persons shall be deemed joint authors of the Work.

11.1.1 Artist agrees that all work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the State of California and the United States. Artist hereby represents and warrants that the work does not, and Artist has not and will not, utilize any protected patent, trademark or copyright in performance under this Agreement unless and until Artist has obtained proper permission and all releases and other necessary documents.

11.1.2 Artist agrees to release, indemnify, defend, and save harmless City, its officers and employees from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind resulting from the performance under this Agreement which infringes upon any patent, trademark or copyright or other right protected by law.

11.2 City's Intellectual Property License. Artist grants to City, and to City's agents, authorized contractors and assigns, an unlimited, non-exclusive and irrevocable license to do the following with respect to the Work, the Work, and any original works of authorship created under this Agreement, whether in whole or in part, in all media (including electronic and digital) throughout the universe:

11.2.1 Implementation, Use, and Display. City may use and display the Work (to the extent the Work includes graphic representations or models) and the Work. To the extent the Work involves design elements that are incorporated by City into the design of the site, City may implement such elements at the site.

11.2.2 Reproduction and Distribution. Artist hereby grants to City a perpetual, royalty-free, non-exclusive license to reproduce or perform any works created under this Agreement for any City purpose. City may make and distribute, and authorize the making, display and distribution of, photographs and other 2-dimensional reproductions. City may use such reproductions for any City-related purpose, including advertising, educational and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, electronic and multimedia publicity, gifts for City benefactors, documentation of City's Public Art Collection, and catalogues or similar publications. City shall ensure that such reproductions are made in a professional and tasteful manner, in the sole and reasonable judgment of the City. The proceeds

from the sale of any such reproductions shall be used to maintain and support City's Public Art Collection or for any other public purposes that City deems appropriate. The license granted hereunder includes the right to create 2-dimensional reproductions on items such as tote-bags, T-shirts, coffee mugs and similar merchandise. Nothing hereunder shall be construed to constrain Artist from creating posters, note cards, or other reproductions of the Work with appropriate credit to the City.

11.2.3 Public Records Requests. Any documents provided by Artist to City are public records and City may authorize third parties to review and reproduce such documents pursuant to public records laws, including the San Francisco Sunshine Ordinance and California Public Records Act.

11.3 Third Party Infringement. The City is not responsible for any third party infringement of Artist's copyright and is not responsible for protecting the intellectual property rights of Artist.

11.4 Credit. All reproductions by the City shall contain a credit to the Artist and a copyright notice substantially in the following form: "James Dinh(c), date." The Artist shall use his/her best efforts to include a credit reading substantially "An original work commissioned by the City of Dublin, California" in any public showing under the Artist's control of reproductions of the Work.

11.5 Publicity. City shall have the right to use Artist's name, likeness, and biographical information, in connection with the display or reproduction and distribution of the Work including all advertising and promotional materials regarding City or the City. Artist shall be reasonably available to attend any inauguration or presentation ceremonies relating to the public dedication of the Work.

11.6 Trademark. In the event that City's use of the Work creates trademark, service mark or trade dress rights in connection with the Work, City shall have an exclusive and irrevocable right in such trademark, service mark, or trade dress.

11.7 Resale Royalty. If City sells the Work as a fixture to real property, and if the resale value of the Work is not itemized separately from the value of the real property, the parties agree that the resale price of the Work shall be presumed to be less than the purchase price paid by City under this Agreement. Thus, City has no obligation to pay resale royalties pursuant to California Civil Code §986 or any other law requiring the payment of resale royalties. If City sells the Work as an individual piece, separate from or itemized as part of a real property transaction, City shall pay to Artist a resale royalty to the extent required by law, based upon the sale price of the Work.

11.8 If for any reason the proposed design is not implemented, all rights to the proposed Work shall be retained by the Artist. The City shall have no right to implement the proposed Work, whether or not protected by copyright, unless and until the City and the Artist enter into a subsequent agreement for the implementation of the proposed design.

12. OWNERSHIP OF RESULTS AND RISK OF LOSS

12.1 Title Transfer. Except in the case of early termination of this Agreement, title to the Artwork shall transfer from Artist to City upon the City's Final Acceptance of the Work. Title transfer shall be self-executing upon City's Final Acceptance. Artist will cooperate in providing to City any title transfer documents City may request or require during or after the Term of this Agreement.

12.2 Risk of Loss. The risk of loss or damage to the Work shall be borne solely by Artist until Final Acceptance of the Work by the City. Artist shall take steps to protect the Work from loss or damage. The City staff shall make a good faith effort to inspect the Work within 15 days after completion so that the City can approve the Work by resolution in a timely fashion.

12.3 Ownership of Documents. Conceptual Design, Design Development Documents, Construction Documents, Samples, Mock-ups and all other documents prepared and submitted by Artist to the City pursuant to this Agreement shall belong to the City. Artist may retain originals of such documents and items and provide copies to City.

13. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Artist, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Artist and its agents, representatives, employees, and subcontractors. Artist shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Artist 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 Artist's bid. Artist shall not allow any subcontractor to commence work on any subcontract until Artist has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

13.1 Commercial General and Automobile Liability Insurance.

13.1.1 General Requirements. Artist, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, TWO MILLION DOLLARS (\$2,000,000.00) aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

13.1.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9 (“any auto”). No endorsement shall be attached limiting the coverage.

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

(a) City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Artist, including the insured’s general supervision of Artist; products and completed operations of Artist; premises owned, occupied, or used by Artist; and automobiles owned, leased, or used by the Artist. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

(b) The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

(c) An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

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

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

13.2 All Policies Requirements.

13.2.1 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.

13.2.2 Verification of Coverage. Prior to beginning any work under this Agreement, Artist shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

13.2.5 Deductibles and Self-Insured Retentions. Artist shall disclose to and obtain the 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.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Artist may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Artist procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

13.2.6 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Artist shall provide written notice to City at Artist's earliest possible opportunity and in no case later than five (5) days after Artist is notified of the change in coverage.

13.3 Remedies. In addition to any other remedies City may have if Artist 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 Artist's breach:

- (a) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- (b) Order Artist to stop work under this Agreement or withhold any payment that becomes due to Artist hereunder, or both stop work and withhold any payment, until Artist demonstrates compliance with the requirements hereof; and/or
- (c) Terminate this Agreement.

14. INDEMNIFICATION AND ARTIST'S RESPONSIBILITIES. Artist shall indemnify, defend with counsel mutually selected by the City and Artist, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Artist or its employees, subcontractors, or agents, by acts for

which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Artist shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Artist or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Artist to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Artist from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies are determined to apply. By execution of this Agreement, Artist acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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

15. STATUS OF ARTIST AS INDEPENDENT CONTRACTOR

15.1 Independent Contractor. At all times during the term of this Agreement, Artist shall be an independent contractor and shall not be an employee of City. City shall have the right to control Artist only insofar as the results of Artist's services rendered pursuant to this Agreement and the assignment of personnel. Otherwise City shall not have the right to control the means by which Artist accomplishes services rendered pursuant to this Agreement. Notwithstanding any other city, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Artist 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.

15.2 Nothing contained in this Agreement shall be construed as limiting the right of Artist to engage in his/her profession separate and apart from this Agreement so long as such activities do not interfere with the performance by Artist of his/her obligations as set forth in this Agreement.

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

16. LEGAL REQUIREMENTS

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

16.2 Compliance with Applicable Laws. Artist and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

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

16.4 Licenses and Permits. Artist represents and warrants to City that Artist 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. Artist represents and warrants to City that Artist 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, Artist and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

16.5 Nondiscrimination and Equal Opportunity. Artist shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, 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 Artist under this Agreement. Artist shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Artist thereby.

16.6 Prevailing Wage. This Agreement may be subject to prevailing wage.

Where applicable, if Artist's work involves fabrication and/or installation at the Site, without limitation of any other provision of this of the Agreement, Artist must pay or cause to be paid, prevailing wages for all work done under this Agreement as required by California law. All subcontractors hired by Artist in relation to this Agreement must be registered, pursuant to Section 1725.5 of the California Labor Code. Where applicable, this project may be subject to compliance monitoring and enforcement by the Department of Industrial Relations ("DIR"). Where applicable, in the performance of the Agreement, employees of Artist and all subcontractors, engaged by the Artist carrying out covered work shall be responsible for compliance with California Labor Code Sections 1776 (payroll records, retention, inspection, noncompliance penalties, rules, and regulations) and 1777.5 (employment of registered apprentices, wages, standards, number, apprenticeship or trade, exemptions, and contributions), and submit weekly for each week in which any contract work is performed a certified copy of all payrolls for its employees and a certified copy of all its subcontractor's payrolls directly to the California Labor Commissioner, DIR, and the City within one week following week when work

is performed. Payrolls shall conform to the requirements of the Labor Code Section 1776 and shall be in the form acceptable to the City.

Pursuant to appropriate sections of the Labor Code of the State of California, the Director of the DIR has ascertained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension, and similar purposes) applicable to the work provided by covered contractors for straight time, overtime, Saturday, Sunday and holiday work. Where applicable, Artist shall post a copy of the prevailing wage rates at the Site or material staging area.

Workers employed in work covered by prevailing wage must be paid at the rates at least equal to the prevailing wage rates as adopted. If Artist uses a craft or classification not shown on the prevailing wage determinations, Artist may be required to pay the wage rate of that craft or classification most closely related to it as shown in the general determinations effective at the time of award of this Agreement. Failure to pay such prevailing wages shall subject the employer to the penalties set forth in Labor Code Section 1775.

If Artist requires the use of employees and/or subcontractors in order to perform any work related to the Artist's Services, Artist will contact the City to set up a meeting to discuss the following: project registration with DIR, certified payroll upload into California DIR eCPR, and submission of statement of compliance with monthly invoice

17. TERMINATION AND MODIFICATION

17.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Artist.

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

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

17.2 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. Artist understands and agrees that, if City grants such an extension, City shall have no obligation to provide Artist 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 Artist for any otherwise reimbursable expenses incurred during the extension period.

17.3 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

17.4 Assignment and Subcontracting. City and Artist recognize and agree that this Agreement contemplates personal performance by Artist and is based upon a determination of Artist'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 Artist. Artist may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Artist 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.

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

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

17.6.1 Immediately terminate the Agreement;

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

17.6.3 Retain a different Artist to complete the work described in Exhibit A not finished by Artist; or

17.6.4 Charge Artist 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 Artist pursuant to Section 2 if Artist had completed the work.

18. KEEPING AND STATUS OF RECORDS

18.1 City Access to Work; Inspection of Work and Work. City shall have the reasonable right to, at its sole expense, inspect the Work, including the Work, at the fabrication Site during any phase of the project at any time. In the event that all or part of the Work is created in a location other than the Site, the City shall have the right to inspect the Work, including the Work, at any phase of the project following forty-eight (48) hours written notice from the City to the Artist. The Artist shall be responsible for facilitating City's prompt access to Artist's property or the property of the Artist's subcontractors where the Work or portions of the Work are being fabricated or installed.

18.2 Status Reports. Artist shall submit written reports regarding the status of the Work, including the Work, as may be reasonably requested by the City. The City shall determine the format for the content of such reports. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

18.3 Artist Availability. Artist or Artist's authorized agent shall be available at Artist's sole expense for up to two (2) visits to Dublin to ensure the proper installation and operation of

the Work. During each visit to Dublin, unless otherwise agreed upon by the City, the Artist's visit shall last for at least a full eight (8) hour day.

18.4 Records Created as Part of Artist's Performance. With the exception of model submitted with initial proposal, 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 Artist prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Artist 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 Artist 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. It is also agreed that proposal model remains property of the Artist and will be returned to Artist after the finished sculpture is installed.

18.5 Artist's Books and Records. Artist 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 three (3) years, or for any longer period required by law, from the date of final payment to the Artist to this Agreement.

18.6 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Artist 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 TEN THOUSAND DOLLARS (\$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 three (3) years after final payment under the Agreement.

19. MISCELLANEOUS PROVISIONS

19.1 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.

19.2 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.

19.3 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.

19.4 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.

19.5 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.

19.6 Use of Recycled Products. Artist 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.

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

Artist 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 Sections 1090 et seq.

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

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

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

19.10 Notices. Any written notice to Artist shall be sent to:

Name: StudioFolia
 Attn: James Dinh
 Address: 12723 Park Street
 City, State, ZIP: Cerritos, CA 90703
 Phone: 562-841-2512
 Email: james@studiofolia.com
 Name: StudioFolia

Any written notice to City shall be sent to:

City Manager
City of Dublin
100 Civic Plaza
Dublin, CA 94568
(925) 833-6645

19.11 Professional Seal. Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility."

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

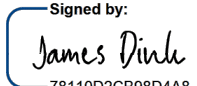
SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first stated above.

CITY:

By: _____
Name: Colleen Tribby
Title: City Manager

ARTIST:

By:  _____
Name: James Dinh, StudioFolia

ATTEST:

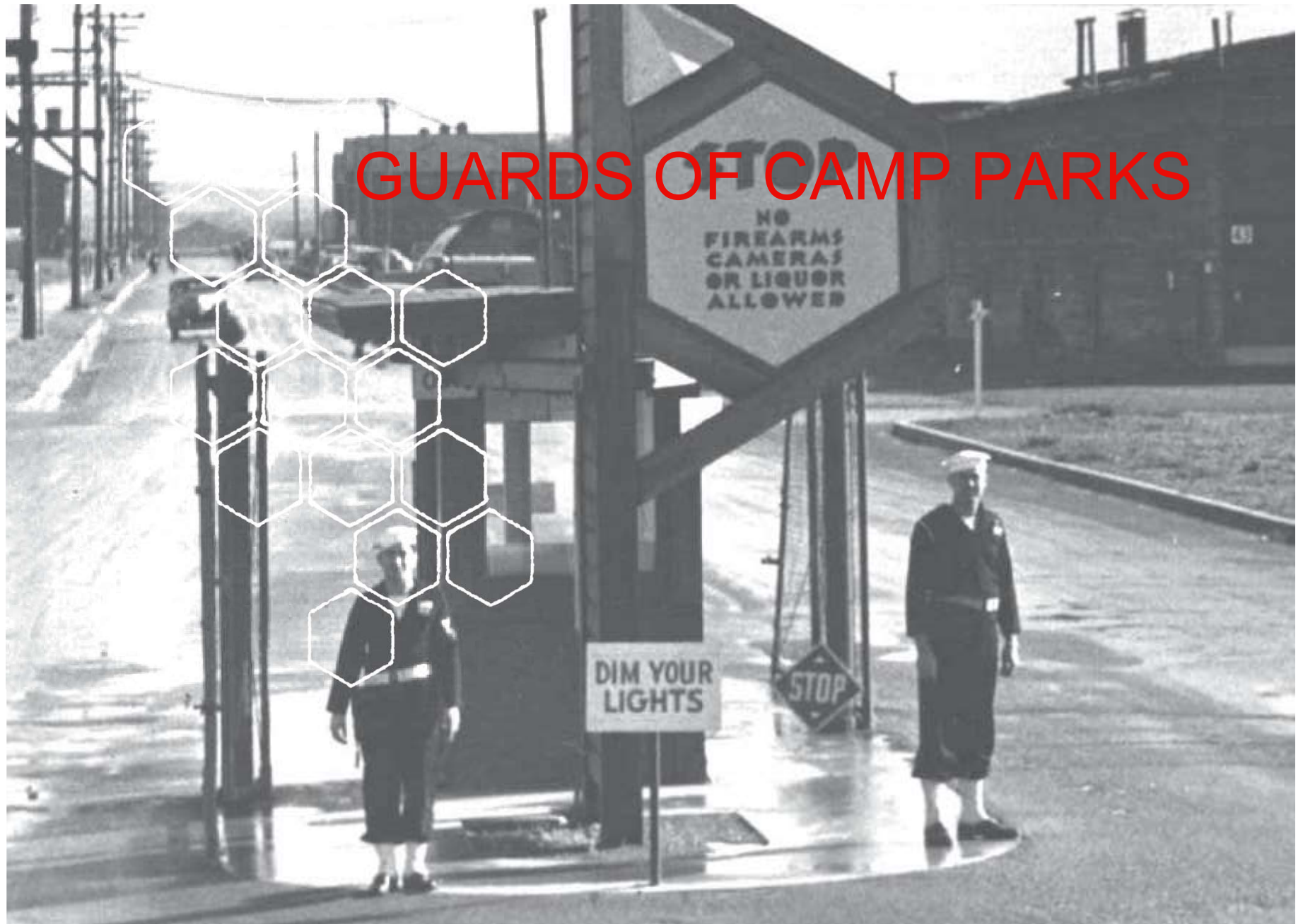
By: _____
Name: Marsha Moore
Title: City Clerk

APPROVED AS TO FORM:

By: _____
Name: John Bakker
Title: City Attorney

EXHIBIT A

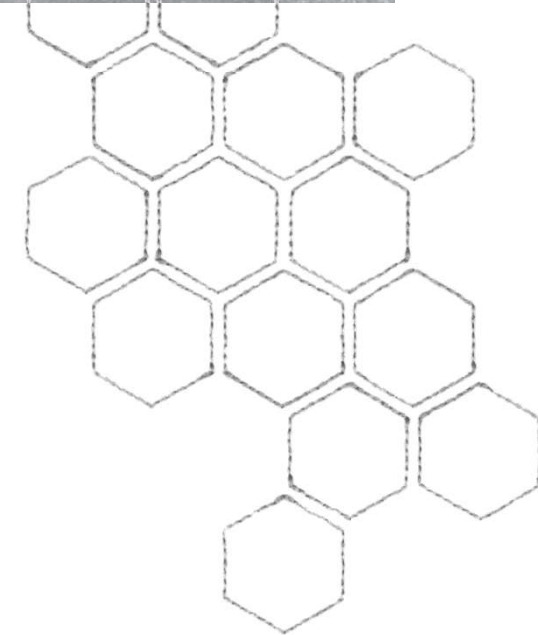
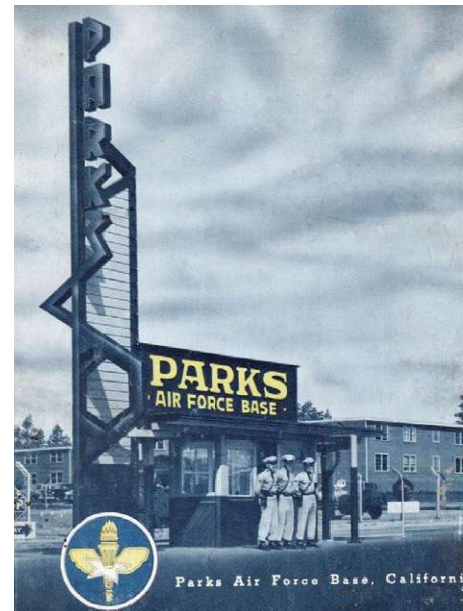
Artist Proposal



Historic Camp Parks Public Art

INSPIRATION

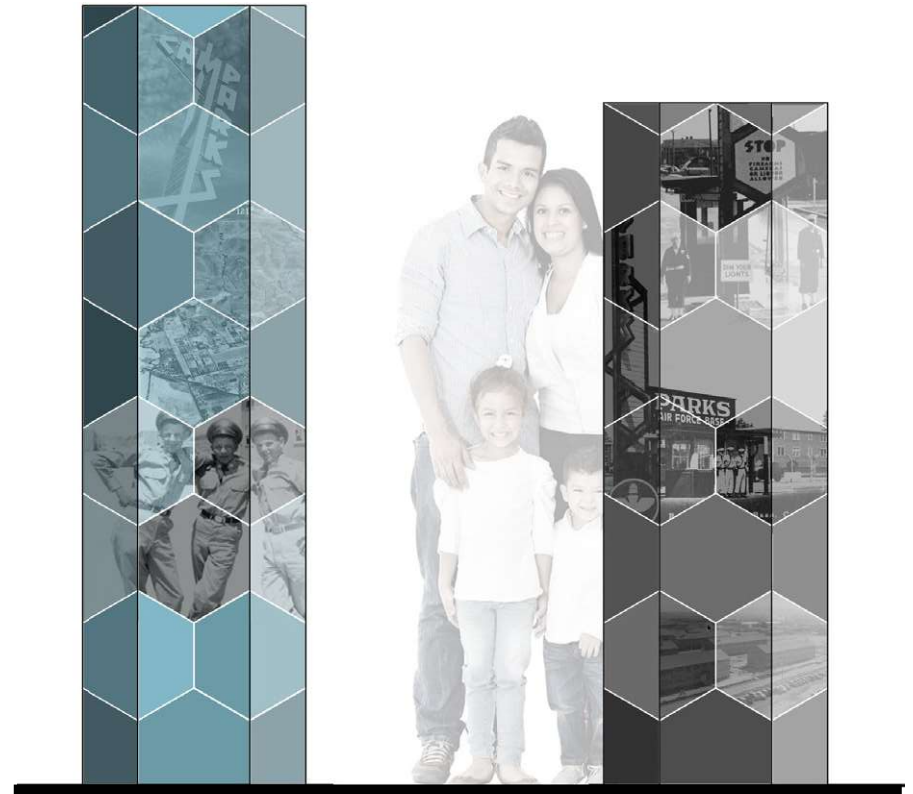
- The historic Camp Parks Sign was based in part on a hexagon geometry. This is the shape of honeycombs.
- Bees are viewed as organized, hard-working, and collaborators—just like the men and women who serve in the military. It takes an “army” of bees to build honeycombs.
- Honeycomb shapes are one of the strongest yet light structures. For these reasons, the shape is used in automotive and aerospace parts.
- The proposed artwork is inspired by the honeycomb motif, with its symbolism, and by photos of guards standing like columns at the guard shack.
- The artwork is intended to complement the historic sign yet be a distinctive, interactive element.

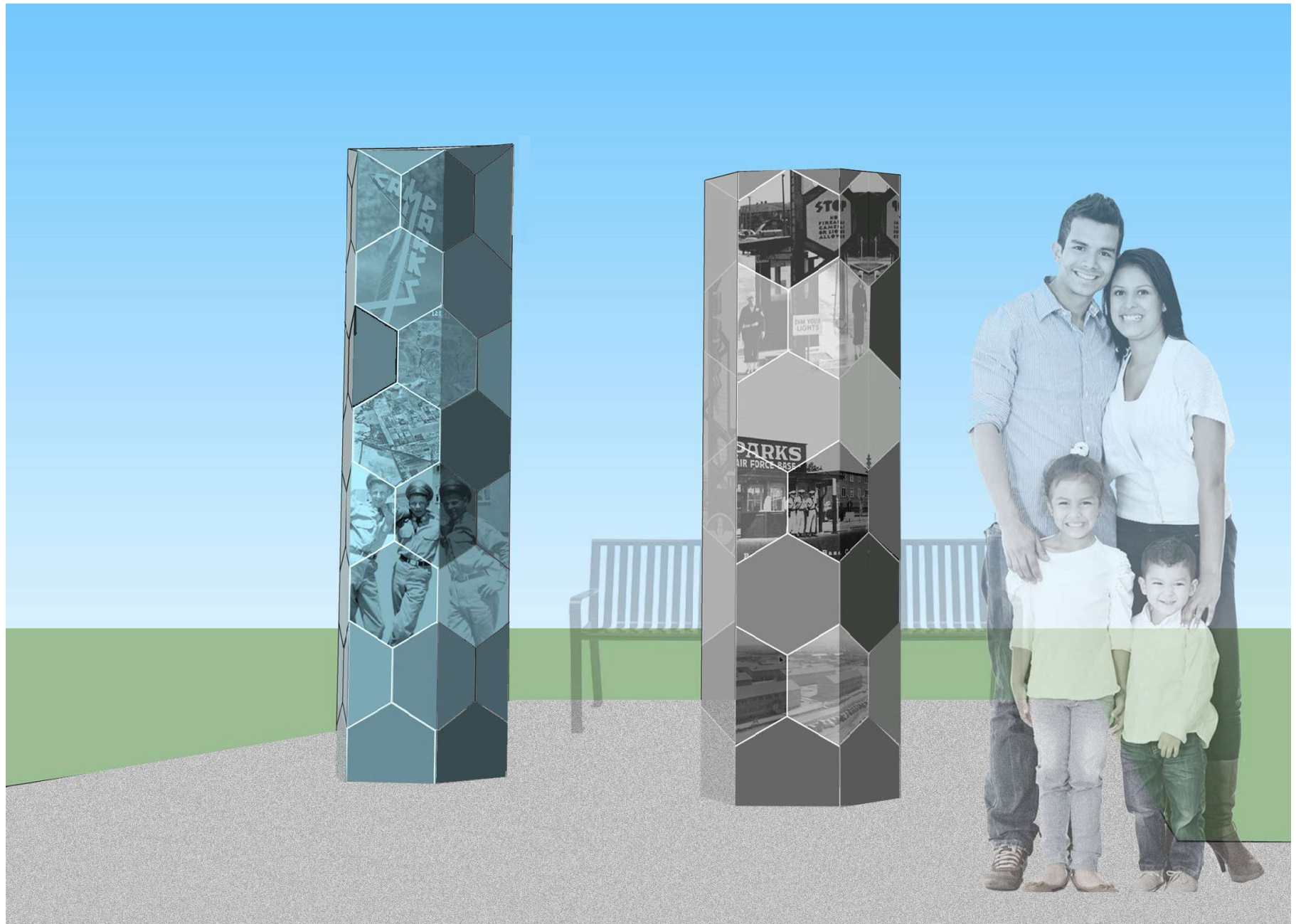


studiofolia

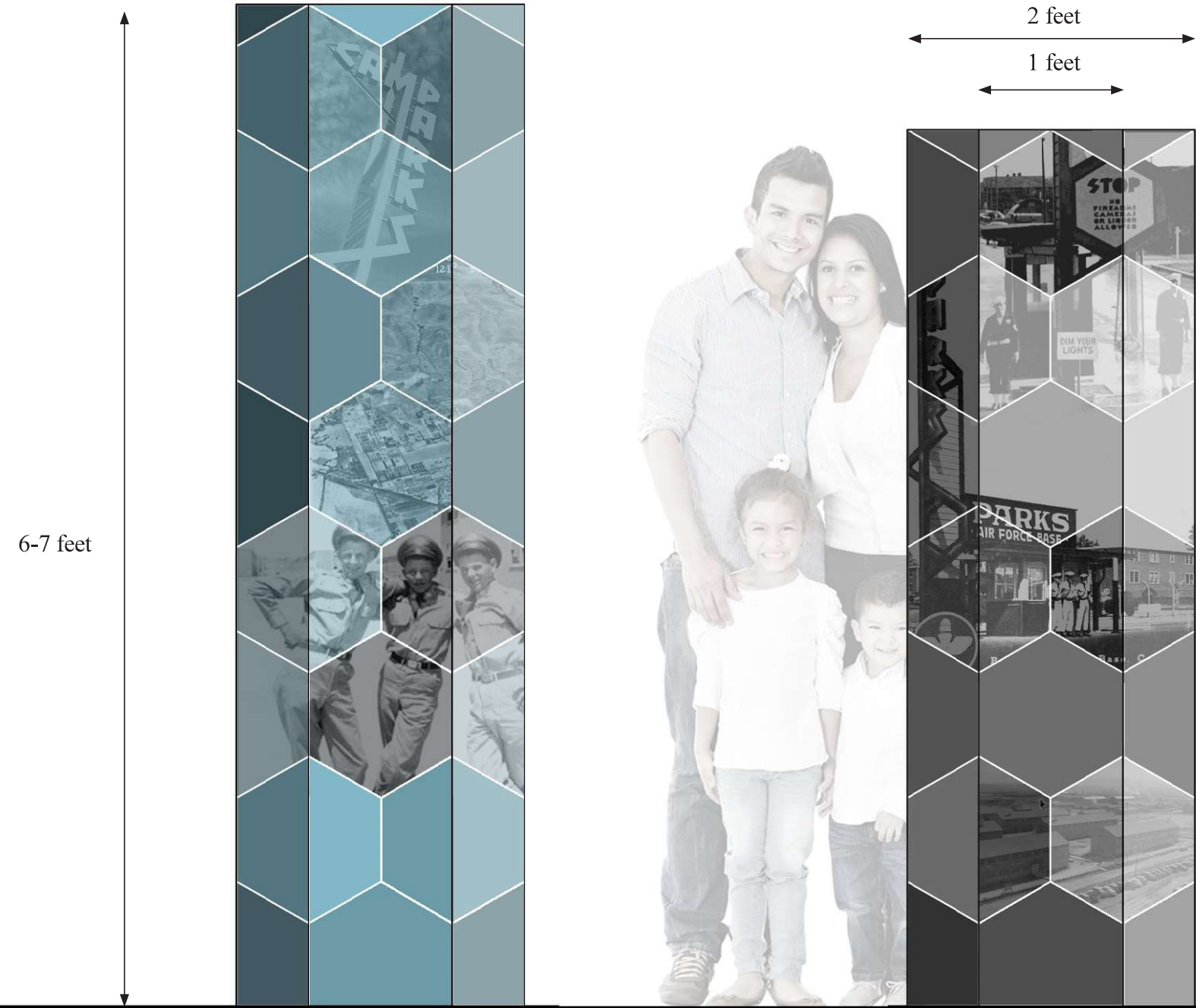
DESIGN NARRATIVE

- The proposed artwork is composed of 2 free-standing hexagonal columns.
- Each column is made of an internal steel structure. Powder-coated aluminum panels will be attached to each side of the columns.
- The panels have a honeycomb pattern of monochromatic colors. The artist is open to suggestions regarding color(s).
- Overlaid on some of the “cells” are historic photos of Camp Parks . The artist will work with the Camp Parks Military History Center to select the photos.
- The honeycomb pattern visually connects the artwork to the historic sign, while creating visual interest from all sides.
- Visible to passersby, the artwork will create photo opportunities for visitors to the Camp Parks.

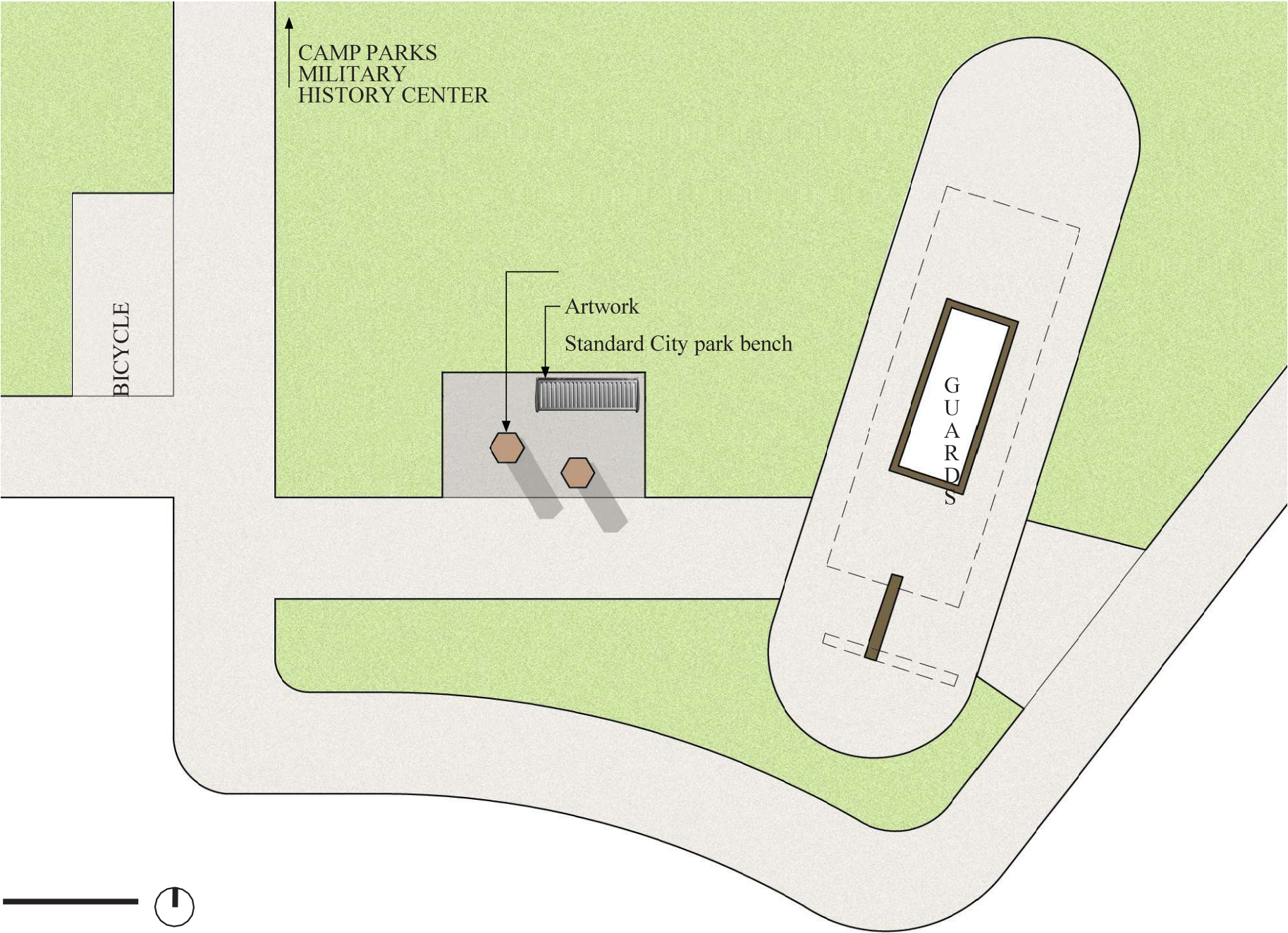




Historic Camp Parks Public Art



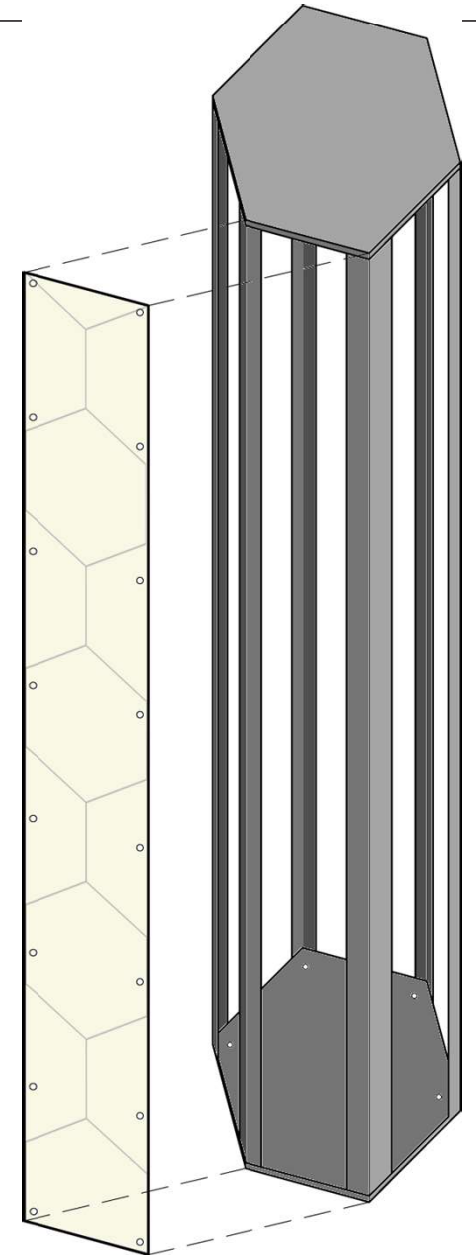
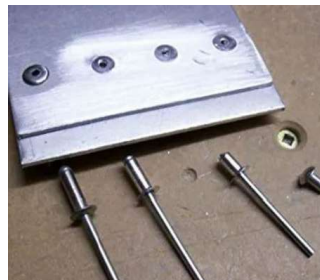
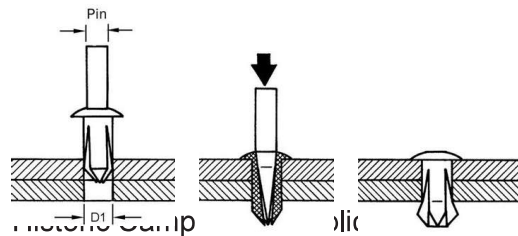
Historic Camp Parks Public Art



— 1 —
Historic Camp Parks Public Art

MATERIALS

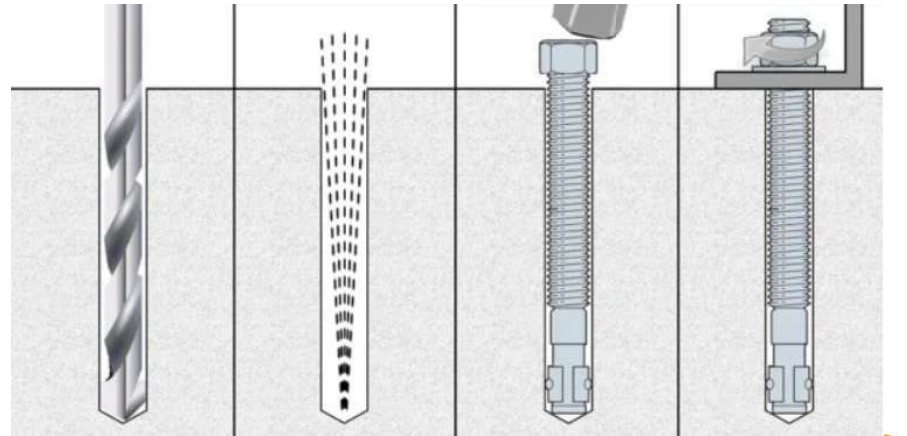
- Internal structure of column > 3/8" thick bars, aluminum / steel.
- Image panels > 1/8" thick, grade 5021, powder-coated aluminum panels.
- Image panels attached to structure with "expanding pop rivets".



studiofolia

INSTALLATION

- Internal structure of column will have a base plate.
- The base plate will be bolted directly to the concrete paving with wedge anchor bolts. This will allow for the artwork to be moved if necessary.



FABRICATOR

Local

Open to recommendations

Non-local

PRECISION METAL CRAFTS

11965 Rivera Rd Santa
Fe Springs, CA

INSTALLER

Concrete contractor or other

Open to recommendations

MAINTENANCE

- Periodic washing down with water and non abrasive soap to keep debris and grime to a minimum. Use a wet sponge or rag to remove any superficial stains or bird droppings. Dry with a non-abrasive cloth.
- DO NOT power wash. DO NOT use abrasive products or materials, highly acidic cleaners or cleaners with unknown chemicals.
- Tough stains can be cleaned with mild cleaners like Windex and damp cloth, and then rinsed with water and dried.
- Should significant physical damage occur to the artwork, the artist should be contacted immediately before any repairs are made.

Tagging Removal

- Start with cleaners such as Simple Green or Windex.
- Alternatively, use DISAPPEAR Organic Graffiti/Adhesive Remover.
- For tough marks, use Professional's Choice Shadow Max.
- Rinse with warm water and wipe dry with a soft cloth.

ARTIST BACKGROUND

James Dinh founded the design practice Studiofolia in 2010 with the simple mission of connecting people to memory and place through public art. Because the context and requirements of each project are different, his design process is based on an approach rather than a singular style. This focus on site-specificity is reflected in the diversity of his built projects located in different communities across the U.S. He is based in Cerritos, Los Angeles County.



Union at the End of the Tunnel, 2023
Vista Canyon Metrolink Station, Santa Clarita, California

EXHIBIT B

Scope of Work

SCHEDULE FOR COMPLETION OF WORK. The following schedule shall be adhered to in the performance of the work. During the term of this Agreement, the City Project Manager must approve Artist’s work at each phase of development before the Artist proceeds to the next phase. The City Project Manager for this Agreement is:

Shaun Chilkotowsky
Parks & Community Services Department
100 Civic Plaza
Dublin, CA 94568
(925) 556-4565
Shaun.Chikotowsky@dublin.ca.gov

EXECUTION OF CONTRACT	
DELIVERABLES:	DUE DATE:
Fully Executed Contract	April 30, 2025
Evidence of All Required Insurance, Dublin Business License	April 30, 2025

PHASE I: DESIGN, ENGINEERING & FABRICATION
The scope of work under this phase includes completion of the design, engineering, and fabrication of the two artwork columns. - If necessary, the Artist shall work with a California licensed engineer to provide the City with stamped drawings for the artworks. Drawings include site location and structural drawings that include all necessary calculations. - Artist will complete design and fabrication, according to the artist proposal previously approved by the City. This includes thoughtful research and picture selection to ensure accurate representation of artwork as its being developed. - Artist will submit drafts of image panel layouts to the City Project Manager for review and approval. - Phase will be considered complete when all deliverables, including engineered drawings if applicable, have been received by City Project Manager. Payment may

be released earlier than date specified should Phase be deemed complete. Should artist wish to make changes during the process, Artist will obtain City's written approval for any changes substantial enough to be visible to a layperson.	
DELIVERABLES:	DUE DATE:
Fabrications of artworks columns complete. Following the City's approval, there will be no changes to the design without mutual consent of the Artist and the City.	Oct 1, 2025 (EST.)

PHASE II: INSTALLATION & CLOSEOUT	
The scope of work under this phase includes the completion of the footing elements (by others) and installation of the artwork columns. - Phase will be considered complete when all deliverables have been received by City Project Manager. Payment may be released earlier than date specified should Phase be deemed complete. - Artist shall create an installation plan indicating the staging and sequence of all aspects of installation. The Installation Plan must include a detailed description of the estimated duration of installation, the equipment to be used, and all workers who will be on site to assist. - Working in cooperation with the City, Artist will work with the City and contractors to ensure work done by others is done in preparation for installation of the artwork columns. - Prior to installation of Artwork, Artist's shall verify in writing that the preparation of the artwork attachment or mounting system and installation is being implemented in accordance industry standard best practices and approved by City. - Artist shall supply all hardware necessary for installation and complete installation.	
DELIVERABLES:	DUE DATE:
Delivery and installation plan developed with City.	Oct 15, 2025 (EST.)
Successful installation of artwork columns and	Nov 10, 2025 (EST.)

immediate initial inspection.	Within 30 Days of Installation
• Final inspection by the City of Dublin and Parks Reserve Forces Training Area.	Within 30 Days of Installation
• Receipt of Artwork Maintenance Records	

EXHIBIT C

Payment Schedule

PHASE OF WORK	DESCRIPTION OF PHASE	% COMPLETION		ARTIST FEE
		By Phase	Overall	
EXECUTION	Execution of Contract	25%	25%	\$7,000
Phase I	Design, Engineering & Fabrication	50%	75%	\$14,000
Phase II	Installation & Closeout	25%	100%	\$7,000
		TOTAL ARTIST FEE		\$28,000

**CITY OF DUBLIN
FISCAL YEAR 2024-25
BUDGET CHANGE FORM**

Budget Change Reference #: _____

City Council's Approval Required

From Un-Appropriated Reserves _____ X _____ Budget Transfer Between Projects _____ X _____

Designated Reserve _____ Other _____

DECREASE BUDGET AMOUNT

INCREASE BUDGET AMOUNT

Account	Amount	Account	Amount
Heritage Park Public Art (PA0222) - Contract Services/Operating Costs		Camp Parks Sign Relocation Project (PA0121) - Contract Services/Improvements	
PA0222-(9501/9201)	(\$90,000)	PA0121-(9201/9401)	\$280,000
Don Biddle Veterans Art (PA0217) - Staffing/Contract Services/Improvements			
PA0217-(9101/9201/9401)	(\$90,000)		
Public Art - Unappropriated Reserves			
Fund 2801	(\$100,000)		

REASON FOR BUDGET CHANGE

Additional funding to complete the Relocation and Restoration of the Historic Camp Parks Entrance Sign and Guard Shack. Shifting funds from completed projects and adding an additional \$100,000 from the Public Art unappropriated reserves.

As Presented at the City Council Meeting 4/1/2025

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

Posted By: _____

Date: _____



STAFF REPORT CITY COUNCIL

Agenda Item 5.4

DATE: April 1, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Second Amendment to the Agreement With Sierra Display, Inc. for Banner Services
Prepared by: Rhonda Franklin, Management Analyst II

EXECUTIVE SUMMARY:

The City Council will consider approving a second amendment to the agreement with Sierra Display, Inc. for banner services.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Second Amendment to the Agreement Between the City of Dublin and Sierra Display, Inc.

FINANCIAL IMPACT:

The proposed amendment will increase the not-to-exceed compensation of the agreement by \$89,500, for a total contract amount of \$179,000 with a term ending June 30, 2027. These costs will be charged to the Economic Development Division in accordance with the annual budget process.

DESCRIPTION:

On June 1, 2021, the City Council approved an agreement with Sierra Display, Inc. for banner services in the amount of \$89,500 over a three-year term. On May 29, 2024, the City Manager approved the first amendment to the agreement extending the term through June 30, 2027. This proposed second amendment increases the compensation amount by \$89,500 for a total not-to-exceed amount of \$179,000 to fund the remaining term of the agreement through June 30, 2027. The addition of \$89,500 to the contract provides funds to continue annual contractual banner services through the end of the term, and to perform deferred repair and maintenance to pole hardware, and banner replacements.

To support this proposed amendment, Staff conducted research on companies that provide banner services and could not identify another company that could manage the large range of

services that Sierra Display offers. These include banner layout, fabrication, rotation, storage, inventory, repair, and maintenance; as well as pole hardware installation, repair, and maintenance. Additionally, Sierra Display agreed to honor the rates provided in 2021 through the term of the agreement ending June 30, 2027.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) Resolution Approving the Second Amendment to the Agreement Between the City of Dublin and Sierra Display, Inc.
- 2) Exhibit A to the Resolution – Second Amendment to the Contractor Services Agreement Between the City of Dublin and Sierra Display, Inc.
- 3) Contractor Services Agreement Between the City of Dublin and Sierra Display, Inc.
- 4) First Amendment to the Contractor Services Agreement Between the City of Dublin and Sierra Display, Inc.

RESOLUTION NO. XX – 25

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

**APPROVING THE SECOND AMENDMENT TO THE AGREEMENT
BETWEEN THE CITY OF DUBLIN AND SIERRA DISPLAY, INC.**

WHEREAS, on June 1, 2021 the City of Dublin and Sierra Display, Inc. entered into a Contractor Services Agreement for banner services; and

WHEREAS, on May 29, 2024 the First Amendment to the agreement was executed to modify Section 1 of the Agreement to extend the Term of Services to end on June 30, 2027; and

WHEREAS, the original agreement had a not-to-exceed amount of \$89,500 for the three-year term; and

WHEREAS, the First Amendment to the agreement did not include a modification to the not-to-exceed amount of \$89,500 for the extended Term of Services; and

WHEREAS, the City of Dublin and Sierra Display, Inc. now wish to modify Section 2 of the Agreement to increase the not-to-exceed amount from \$89,500 to \$179,000 to continue funding the scope of services for the remaining term of the agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the Second Amendment to the Contractor Services Agreement with Sierra Display, Inc., attached hereto as **Exhibit A** to this Resolution.

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

PASSED, APPROVED AND ADOPTED this 1st day of April 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

**SECOND AMENDMENT TO CONTRACTOR SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND SIERRA DISPLAY, INC.**

WHEREAS, on June 1, 2021, the City of Dublin (hereinafter referred to as "CITY") and Sierra Display, Inc. (hereinafter referred to as "CONTRACTOR") entered into a Contractor Services Agreement for banner services (hereinafter referred to as the "AGREEMENT"); and

WHEREAS, on May 29, 2024, the First Amendment to the agreement was executed to modify Section 1 of the Agreement to extend the Term of Services to end on June 30, 2027; and

WHEREAS, the CITY and CONTRACTOR now wish to amend the Agreement to modify the Compensation.

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

- 1) The not to exceed, set forth in section 2 of the AGREEMENT, shall be increased to \$179,000.
- 2) Except to the extent inconsistent with this Second Amendment, the Parties ratify and confirm all of the terms and conditions of the AGREEMENT.
- 3) All requisite insurance policies to be maintained by the Contractor pursuant to the Agreement, as may have been amended from time to time, shall include coverage for the amended term, as described above.
- 4) The individuals executing this Amendment and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Amendment.

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

CITY OF DUBLIN

By: _____
Colleen Tribby, City Manager

Dated: _____

ATTEST:

By: _____
Marsha Moore, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

SIERRA DISPLAY, INC.

Signed by:
By: Barbara Sauerbrei
58F8C94A79E14CB...
Barbara F. Sauerbrei, President

**CONTRACTOR SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
SIERRA DISPLAY, INC.**

THIS AGREEMENT for banner services is made by and between the City of Dublin ("City") and **Sierra Display, Inc.** ("Contractor") (together sometimes referred to as the "Parties") as of **June 1, 2021** (the "Effective Date").

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

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on **June 30, 2024**, the date of completion specified in Exhibit A, and Contractor shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Contractor and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Contractor for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.
- 1.2 **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Contractor's obligations hereunder.
- 1.5 **Reserved.**
- 1.6 **Reserved.**

Section 2. COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed eighty-nine thousand, five hundred dollars (\$89,500.00), notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person.

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

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

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

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

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

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

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

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

2.5 Reserved.

2.6 Reserved.

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

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

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

2.10 Reserved.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Contractor only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein. Contractor shall make a written request to City to use facilities or equipment not otherwise listed herein.

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

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

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

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

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

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

Contractor shall provide and maintain all necessary safety equipment such as fences, barriers, signs, lights, walkways, guards, and fire prevention and fire-fighting equipment and shall take such other action as is required to fulfill its obligations under this section. It is the intent of the City to provide a safe working environment under normal conditions. CONTRACTOR IS ADVISED THAT CITY'S OPERATIONS AND PROPERTY ARE INHERENTLY HAZARDOUS BECAUSE OF CONDITIONS SUCH AS CONFINED

SPACES, POTENTIALLY EXPLOSIVE ATMOSPHERES, AND POSSIBLE EXPOSURE TO PATHOGENS.

Contractor shall maintain all portions of the jobsite in a neat, clean, and sanitary condition at all times. If required by the City, toilets shall be furnished by Contractor where needed for use of its employees and their use shall be strictly enforced. Contractor shall not use the City's existing sanitary facilities, unless previously authorized by the City.

Contractor shall keep adequate first aid facilities and supplies available and instruction in first aid for its employees shall be given.

City reserves the right to require that Contractor bring onto the project or engage the services of a licensed safety engineer at any time during the term of this Agreement. If Contractor does not have a licensed safety engineer on staff, then City may require that Contractor engage a subcontractor or subconsultant as the project's safety engineer. Contractor shall bear all costs in connection with meeting the requirements of this section.

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

4.1 Workers' Compensation.

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor.

- c. Contractor hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Contractor agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.
- d. For any claims related to this Agreement or the work hereunder, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

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

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

4.3 All Policies Requirements.

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

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

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

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

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

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

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

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR’S RESPONSIBILITIES. Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney’s fees and costs and fees of litigation) (collectively, “Liability”) of every nature arising out of or in connection with Contractor’s performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

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

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

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

Section 6. STATUS OF CONTRACTOR.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor further acknowledges that Contractor performs Services outside the usual course of the City's business; and is customarily engaged in an independently established trade, occupation, or business of the same nature as the Contractor performs for the City, and has the option to perform such work for other entities. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 Contractor Not an Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Contractor shall not discriminate, on the basis of a person's race, sex, gender, religion (including religious dress and grooming practices), national origin, ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), marital status, age, sexual orientation, color, creed, pregnancy, genetic information, gender identity or expression, political affiliation or belief, military/veteran status, or any other classification protected by applicable local, state, or federal laws (each a "Protected Characteristic"), against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

- 8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if City grants such an extension, City shall have no obligation to provide

Contractor with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Contractor for any otherwise reimbursable expenses incurred during the extension period.

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

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

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

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

8.6.1 Immediately terminate the Agreement;

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Contractor's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described

above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Contractor agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.

- 9.2 Contractor's Books and Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

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

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

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

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

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

- 10.9 Notices.** Any written notice to Contractor shall be sent to:

Sierra Display, Inc.
Att: Barbara Sauerbrei
4689 W. Jennifer Ave.
Fresno, CA 93722
Telephone: 559-275-8695
E-mail: barbara@sierradisplay.com

Any written notice to City shall be sent to:

City of Dublin
Att: City Manager
100 Civic Plaza
Dublin, CA 94568
Telephone: 925-833-6650
E-mail: city.manager@dublin.ca.gov

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

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Compensation Schedule

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

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

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

CITY OF DUBLIN

DocuSigned by:

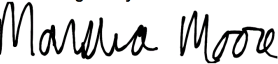
E33838CFFC044ED...
Linda Smith, City Manager

SIERRA DISPLAY, INC.

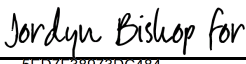
DocuSigned by:

38F8C94279E14CB...
Barbara F. Sauerbrei, President

Attest:

DocuSigned by:

9BB70815D22F40A...
Marsha Moore, City Clerk

Approved as to Form:

DocuSigned by:

5ED7F38973DC484...
City Attorney

3070365.1

EXHIBIT A

SCOPE OF SERVICES

Sierra Display, Inc. (Contractor) will provide the following banner services to the City of Dublin for the **Citywide Banner Program**:

1. Banner rotation, storage and maintenance
2. As-needed hardware replacement and installation

In addition, the Contractor will also provide the following banner services to the City of Dublin for the **Military Banner Program**:

3. Banner printing, rotation, storage and maintenance

ITEM 1: BANNER ROTATION, STORAGE AND MAINTENANCE (CITYWIDE PROGRAM)

Contractor is responsible for the rotation (installation, removal and storage) and maintenance of all the banners and affixed hardware.

The following is the *proposed* rotation schedule for banner change-outs (schedule may be changed at City's discretion):

Mid-January	Change out Holiday to Shop Dublin
Late February	Change out Shop Dublin to St. Patrick's Day Celebration
Late March	Change out St. Patrick's Day Celebration to Farmers' Market, Dublin Pride and some Shop Dublin
Mid/Late May	Change out Dublin Pride to Spare the Air and Summer Fun *Install Dublin Military Banners – <i>must occur week prior to Memorial Day</i>
TBD June	Change out select locations to Alameda County Fair
Mid/late July	Change-out Alameda County Fair and Spare the Air to Summer Fun
Early October	Change-out Farmers' Market and Summer Fun to Fall, Shop Dublin and Integrity in Action
Mid-November	*Remove Dublin Military Banners – <i>must occur week after Veterans Day</i> Change-out all to Holiday

*This schedule is inclusive of Item 3.

ITEM 2: AS-NEEDED HARDWARE REPLACEMENT AND INSTALLATION (CITYWIDE AND MILITARY PROGRAMS)

If any hardware needs to be replaced during the term of this agreement, vendor will provide and install the new hardware at the discretion and with approval of the City.

Bracket shoes, pole assemblies, and pole ends should be of heavy-duty metals to reduce oxidation, corrosion and rust from weather elements. The hardware should have top and bottom fiberglass arms. Stainless steel banding should securely hold the hardware to the pole and be double wrapped. The banding material must be silver gray. Strapping material should resist oxidation and corrosive agents. Hardware should be able to withstand sustained winds of at least 70 miles per hour when installed and

need to be able to support banners made of 18 oz. vinyl. Contractor will provide a manufacturer's warranty for hardware replacement with a minimum of six (6) years warranty on the hardware.

The vendor is responsible for the disposal of the old hardware.

ITEM 3. BANNER PRINTING, ROTATION, STORAGE AND MAINTENANCE (MILITARY PROGRAM)

In addition to the citywide banner program the City has a sponsorship-supported Dublin Military banner program, which includes the annual display of existing "generic" military banners and a custom set of annual honoree banners.

Contractor is responsible for the production of honoree banners and the rotation (installation, removal and storage) and maintenance of all the Dublin Military banners and affixed hardware.

Production and installation should be invoiced separately from the citywide banner program.

The number of custom honoree banners to be produced each year will vary.

The banners will be 30 inches wide by 96 inches tall 18 oz. white blockout vinyl with full color digital printing on both sides. Banners must be quality constructed to hang properly on the hardware mounted on the poles, designed to withstand harsh elements and high winds and capable of being stored in a rolled and upright position. Contractor will provide a manufacturer's warranty for the banners that includes the number of years that the warranty is in effect.

If any hardware needs to be replaced during the term of this agreement, at the discretion and with approval of the City, vendor will provide and install the new hardware that meets the same standards as the citywide program described in Item 2.

EXHIBIT B

COMPENSATION SCHEDULE

	Item or Service	Not to Exceed
Item 1	Citywide Banner Rotation, Storage and Maintenance (Citywide Program) City will pay \$26 per banner per rotation. Contract will not charge any additional fee for storage or as-needed maintenance of banners. Contractor will only invoice City for actual number of banners rotated.	\$75,000
Item 2	Hardware Replacement and Installation (As Needed) (Citywide & Military Programs) City will pay \$144 per set of new banner hardware (KBW-Bannerflex III Bracket, $\frac{3}{4}$ " stainless steel banding, $\frac{3}{4}$ " stainless steel buckles) per banner/pole. City will pay \$50 for installation of new or replacement hardware when done in conjunction with banner installation or rotation. Contractor will only invoice City for actual number of sets of hardware provided and installed or replaced.	\$1,000
Item 3	Banner Printing, Rotation, Storage and Maintenance (Military Program) City will pay \$159 per custom banner (including custom artwork fee) plus tax and shipping for printing of new banners. City will pay \$26 per banner per rotation. Contract will not charge any additional fee for storage or as-needed maintenance of banners. Estimated compensation is based on production of 15 custom banners and rotation of 30 Military Program Banners each year. Contractor will only invoice City for actual number of banners printed and rotated. Military banner services will be invoiced separately from citywide banner services.	\$13,500
	Not to Exceed Total (three years)	\$89,500

**FIRST AMENDMENT TO CONTRACTOR SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND SIERRA DISPLAY, INC.**

WHEREAS, on June 1, 2021, the City of Dublin (hereinafter referred to as "CITY") and Sierra Display, Inc. (hereinafter referred to as "CONTRACTOR") entered into a Contractor Services Agreement for banner services (hereinafter referred to as the "AGREEMENT"); and

WHEREAS, the existing AGREEMENT expires on June 30, 2024, and Staff desires to extend the agreement as allowed for in Section 1.1 of the AGREEMENT; and

WHEREAS, the CITY and CONTRACTOR now wish to amend the AGREEMENT to extend the Term of Services.

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

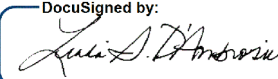
- 1) Section 1.1 is amended as follows:

Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on **June 30, 2027**, the date of completion specified in Exhibit A, and Contractor shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Contractor and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Contractor for the provision of the services described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

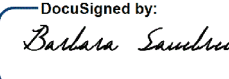
- 2) Except to the extent inconsistent with this First Amendment, the Parties ratify and confirm all of the terms and conditions of the AGREEMENT.
- 3) All requisite insurance policies to be maintained by the Contractor pursuant to the Agreement, as may have been amended from time to time, shall include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

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

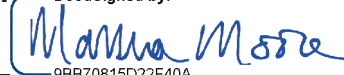
CITY OF DUBLIN

By: 
E33836CFFC044E0...
Linda Smith D'Ambrosio, City Manager

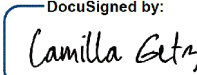
SIERRA DISPLAY, INC.

By: 
58F8C94A79E14CB...
Barbara F. Sauerbrei, President

Dated: 5/29/2024

ATTEST:
By: 
9BB70815D22F40A...
Marsha Moore, City Clerk

APPROVED AS TO FORM:

By: 
655086CE219A45A...
City Attorney



STAFF REPORT CITY COUNCIL

DATE: April 1, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: City Council Personal Devices, Personal Accounts, and Messages Policy
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City Council will consider approving the City Council Personal Devices, Personal Accounts, and Messages Policy. This was requested under agenda Item 9 at the November 19, 2024 City Council Meeting. The City Council discussed the draft policy on March 18, 2025, requested changes, and directed Staff to place it on the next meeting's Consent Calendar.

STAFF RECOMMENDATION:

Adopt the Resolution Approving the City Council Personal Devices, Personal Accounts, and Messages Policy.

FINANCIAL IMPACT:

None.

DESCRIPTION:

At the November 19, 2024 meeting, under Item 9, the City Council requested Staff bring back for discussion a retention policy for text messages regarding City business, particularly those received during City Council meetings.

On March 18, 2025 the City Council discussed the draft policy (that Staff Report is attached as Attachment 3). After clarifying questions and discussion, the City Council directed Staff to make the following changes to the policy: define who the policy impacts, clarify the difference between sent and received messages during City Council meetings and define sent messages during a City Council meeting as Record Messages, and set a deadline of when messages sent during a City Council meeting need to be preserved. Staff has drafted an updated policy for the City Council's consideration reflecting the requested changes, in addition to clarifying the language in 3.d regarding the use of technology during City Council meetings on agenda items. A redlined version

of the draft policy is attached here as Attachment 3.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) Resolution Approving the City Council Personal Devices, Personal Accounts, and Messages Policy
- 2) City Council Personal Devices, Personal Accounts, and Messages Policy
- 3) City Council Personal Devices, Personal Accounts, and Messages Policy (Redline Version)
- 4) March 18, 2025 Staff Report (without attachments)

RESOLUTION NO. XX – 25

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

**APPROVING THE CITY COUNCIL PERSONAL DEVICES, PERSONAL ACCOUNTS, AND
MESSAGES POLICY**

WHEREAS, the California Public Records Act (CPRA) (Division 614 of the Government Code, beginning at section 7920.005) declares that “access to information concerning the conduct of the people’s business is a fundamental and necessary right of every person in this state”; and

WHEREAS, whether something is considered a public record depends on the content of the writing, not the medium in which it is kept, or the location where it is kept; and

WHEREAS, members of the City Council occasionally use personal devices and personal accounts to communicate regarding City business; and

WHEREAS, the City Council wishes to establish a policy around the retention and management of such City Council communications.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin hereby approves the City Council Personal Devices, Personal Accounts, and Messages Policy (the “Policy”), attached hereto as **Exhibit A**.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin hereby acknowledges the benefit of this Policy.

PASSED, APPROVED AND ADOPTED this 1st day of April 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mayor

City Clerk

City Council Personal Devices, Personal Accounts, and Messages Policy

1. Purpose: To ensure the proper handling and preservation of City Council business conducted through Councilmembers' personal electronic devices, personal email accounts, and personal messaging accounts.
2. Overall Guidelines: The City Council discourages Councilmembers from using personal email accounts, personal messaging accounts, and personal electronic devices to conduct City Business. However, if personal devices are used, the following guidelines must be followed.
3. Policy Guidelines:
 - a. Definitions
 - i. Councilmember: The members of the City Council, specifically including the Mayor.
 - ii. City Business: Messages and emails sent or received relating to the work as a Councilmember or the business of the City.
 - iii. Messages: Any form of communication or information relating to the conduct of City Business, that is owned, used, or retained, regardless of form or characteristics. This includes communications or representations (e.g. symbols, emojis, sounds, pictures) sent or received through any technology, medium, or format, whether encrypted or not. Examples include, but are not limited to, text messages (SMS/MMS), emails, instant or direct messages, messaging applications, social media posts or comments, voice messages, images, videos, recordings, handwriting, photographs, and any other means of recording or transmitting communications, and any record thereby created, regardless of the manner in which the record has been stored. Messages are classified as Transitory Messages or Record Messages, based on retention requirements.
 - iv. Transitory Messages: Messages, as defined, that are temporary, have a short-term value, and are not required for ongoing operations. Examples include, but are not limited to, routine requests for information, meeting notices, and general correspondence that does not document significant decisions or actions.
Retention Period: When no longer required, in accordance with the City's Records Retention Schedule.

v. Record Messages:

1. Messages, as defined, documenting significant decisions, actions, or transactions.

Examples include, but are not limited to, policy decisions, official communications, communications related to agenda items, and any correspondence that must be retained for legal, operational, or historical purposes.

2. All Messages, as defined, sent to a Councilmember during a City Council Meeting, even if they might otherwise be considered transitory.

Examples include, but are not limited to, a text message sent to a Councilmember by a constituent about an agenda item or an email or social media direct message sent to a Councilmember by an audience member commenting about a public speaker's tone, both of which relate to the conduct of City Business. A text message sent by an outside work colleague to a Councilmember concerning an outside work matter would not be considered a Record Message, because it does not relate to City Business.

3. Information or communications sent by a Councilmember during a City Council Meeting, expressly including communications or information that is not relating to the conduct of City Business, and even if the information or communications might otherwise be considered transitory.

Examples include, but are not limited to, a text message sent by a Councilmember in response to a message from an outside work colleague about an outside work matter, or a text message sent by a Councilmember to a family member.

Retention Period: Four years, in accordance with the City's Records Retention Schedule.

- vi. Personal Device(s): A computer, mobile phone, or any other device that is not owned by the City, whether owned by the City Councilmember or not, that is used by the City Councilmember, in part, to send or receive Messages related to City Business.

- b. Preservation of Records: If an email or Message from a Personal Device or any personal account contains content that requires preservation under the definition of a Record Message, it must be:

- i. Memorialized through another record (e.g., memorandum, letter, or email) that is saved for its required retention period based on the content of the record; or

- ii. Copied or forwarded to a City email account, where it will be properly saved in compliance with this policy.

Record Messages shall be memorialized or copied or forwarded to a City email account within 72 hours of their creation.

c. Public Records Act Compliance and Records Requests

- i. Public Records Act Compliance: Emails, Messages, and records stored on a Personal Device or in personal accounts relating to City Business may be subject to the California Public Records Act.
- ii. Records Requests: In the event a request for records is received, City Councilmembers, to the extent required by law, must search for all records responsive to such request, including any records stored on Personal Devices and/or personal accounts, unless an exemption under the California Public Records Act applies. This would include Transitory Messages that have not been deleted and Record Messages. The City Clerk will notify City Councilmembers of a request for records that may be stored on Personal Devices and/or personal accounts, and the City Councilmember must send any responsive records to the City Clerk.

d. Communication During City Council Meetings

- i. It is acknowledged that the Dublin City Council Norms (2019) provide that City Councilmembers “will not access the Internet or use any form of technology during Council meetings regarding agenda items” and that this policy would apply even in circumstances where the norms are not followed.

4. Responsibilities:

- a. City Councilmembers are responsible for ensuring that any City Business conducted on Personal Devices and/or personal accounts is properly documented and preserved according to this policy. City Councilmembers are required to acknowledge this policy by signing the attached declaration either within seven (7) days of taking their oath of office or within seven (7) days of the effective date of this policy for those currently in office at the time the City Council adopts it.
- b. The City Clerk must ensure that City Councilmembers are aware of and acknowledge this policy by signing the attached declaration

5. Procedures

- a. Instructions for Sending Text Messages to City Email. To ensure text messages are properly preserved, City Councilmembers should follow these steps to forward a text message to their City email account:
 - i. Open the text messages you want to forward.
 - ii. Tap and hold the message until options appear.
 - iii. Select "Forward" or the equivalent option.
 - iv. Enter your City email address in the recipient field.
 - v. Send the message.
 - b. Instructions for Sending Screenshots of Messages to City Email. If Messages cannot be forwarded directly using the procedures outlined above, City Councilmembers should take screenshots of the Messages and attach them to an email addressed to their City email address. Messages contained in other formats should be attached to an email addressed to their City email address.
6. The City's Ongoing Commitment to this Policy. City of Dublin Staff shall recommend the adoption of a City Council resolution in each odd-numbered year to reaffirm the City's support for this policy.

Approved:

By City Council Resolution No. XX-25

Summary of Revisions

April 2025 – Adopted



CITY OF DUBLIN

City Council Personal Devices, Personal Accounts, and Messages Policy

On April 1, 2025, the City Council adopted Resolution No. XX-25 Approving the City Council Personal Devices, Personal Accounts, and Messages Policy (the “Policy”). Section 4.a of the Policy states that City Councilmembers are responsible for acknowledging the Policy by signing this declaration either within seven days of taking their oath of office or within seven days of the effective date of the Policy.

To ensure full compliance with the Policy, the Mayor and City Councilmembers shall execute a declaration under penalty of perjury, on this form or another form provided by the City Clerk, stating that they are aware of and acknowledge their responsibility to properly document and preserve any communication related to conducting City Business on Personal Devices and/or personal accounts.

The required declaration shall be filed with the City Clerk within seven days of taking the oath of office or within seven days of the original effective date of the Policy.

My office of: ☐ Mayor ☐ Councilmember

I, _____, hereby certify under penalty of perjury that I understand the City Council Personal Devices, Personal Accounts, and Messages Policy and commit to full compliance with the Policy.

(Date)

(Signature)

City Council Personal Devices, Personal Accounts, and Messages Policy

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 - iv. Transitory Messages: Messages, as defined, that are temporary, have a short-term value, and are not required for ongoing operations. Examples include, but are not limited to, routine requests for information, meeting notices, and general correspondence that does not document significant decisions or actions. Retention Period: When no longer required, in accordance with the City's Records Retention Schedule.
 - v. Record Messages: ~~Any and all Messages, as defined, sent or received during a City Council Meeting must be retained, in addition to Messages documenting~~

Original Effective Date:

Revised Date:

Page 1 of 5

~~significant decisions, actions, or transactions. Examples include, but are not limited to, policy decisions, official communications, communications related to agenda items, and any correspondence that must be retained for legal, operational, or historical purposes.~~

1. Messages, as defined, documenting significant decisions, actions, or transactions.

Examples include, but are not limited to, policy decisions, official communications, communications related to agenda items, and any correspondence that must be retained for legal, operational, or historical purposes.

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Examples include, but are not limited to, a text message sent to a Councilmember by a constituent about an agenda item or an email or social media direct message sent to a Councilmember by an audience member commenting about a public speaker's tone, both of which relate to the conduct of City Business. A text message sent by an outside work colleague to a Councilmember concerning an outside work matter would not be considered a Record Message, because it does not relate to City Business.

3. Information or communications sent by a Councilmember during a City Council Meeting, expressly including communications or information that is not relating to the conduct of City Business, and even if the information or communications might otherwise be considered transitory.

Examples include, but are not limited to, a text message sent by a Councilmember in response to a message from an outside work colleague about an outside work matter, or a text message sent by a Councilmember to a family member.

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d. Communication During City Council Meetings

- i. ~~In accordance with Resolution No. 17-19~~ It is acknowledged that the Dublin City Council Norms (2019) provide that City Councilmembers ~~will refrain from sending any Messages~~ "will not access the Internet or use any form of technology during Council meetings regarding agenda items," as defined in this policy during City Council meetings on any agenda item. and that this policy would apply even in circumstances where the norms are not followed.

4. Responsibilities:

- a. City Councilmembers are responsible for ensuring that any City Business conducted on Personal Devices and/or personal accounts is properly documented and preserved according to this policy. City Councilmembers are required to acknowledge this policy by signing the attached declaration either within seven (7) days of taking their oath of office or within seven (7) days of the effective date of this policy for those currently in office at the time the City Council adopts it.

- b. The City Clerk must ensure that City Councilmembers are aware of and acknowledge this policy by signing the attached declaration

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- a. Instructions for Sending Text Messages to City Email. To ensure text messages are properly preserved, City Councilmembers should follow these steps to forward a text message to their City email account:
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- b. Instructions for Sending Screenshots of Messages to City Email. If Messages cannot be forwarded directly using the procedures outlined above, City Councilmembers should take screenshots of the Messages and attach them to an email addressed to their City email address. Messages contained in other formats should be attached to an email addressed to their City email address.

- 6. The City's Ongoing Commitment to this Policy. City of Dublin Staff shall recommend the adoption of a City Council resolution in each odd-numbered year to reaffirm the City's support for this policy.

Approved:

By City Council Resolution No. XX-25

Summary of Revisions

April 2025 – Adopted



CITY OF DUBLIN

City Council Personal Devices, Personal Accounts, and Messages Policy

On April 1, 2025, the City Council adopted Resolution No. XX-25 Approving the City Council Personal Devices, Personal Accounts, and Messages Policy (the “Policy”). Section 4.a of the Policy states that City Councilmembers are responsible for acknowledging the Policy by signing this declaration either within seven days of taking their oath of office or within seven days of the effective date of the Policy.

To ensure full compliance with the Policy, the Mayor and City Councilmembers shall execute a declaration under penalty of perjury, on this form or another form provided by the City Clerk, stating that they are aware of and acknowledge their responsibility to properly document and preserve any communication related to conducting City Business on Personal Devices and/or personal accounts.

The required declaration shall be filed with the City Clerk within seven days of taking the oath of office or within seven days of the original effective date of the Policy.

My office of: ☐ Mayor ☐ Councilmember

I, _____, hereby certify under penalty of perjury that I understand the City Council Personal Devices, Personal Accounts, and Messages Policy and commit to full compliance with the Policy.

(Date)

(Signature)



STAFF REPORT

CITY COUNCIL

DATE: March 18, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: City Council Personal Devices, Personal Accounts, and Messages Policy
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City Council will consider approving the City Council Personal Devices, Personal Accounts, and Messages Policy. This was requested under agenda Item 9 at the November 19, 2024 City Council Meeting.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the City Council Personal Devices, Personal Accounts, and Message Policy.

FINANCIAL IMPACT:

None.

DESCRIPTION:

On November 19, 2024, under Item 9, the City Council requested Staff bring back for discussion a retention policy for text messages regarding City business, particularly those received during City Council meetings.

The City currently has an adopted Records Retention Schedule, an Administrative Policy regarding Electronic Communications Retention, and an Administrative Policy regarding Public Records Requests. In *City of San Jose v. Superior Court* (2017) 2 Cal.5th 608, the California Supreme Court held that when personal accounts or devices are used to communicate about the conduct of public business, such records may be subject to disclosure under the California Public Records Act (CPRA). A policy (Attachment 2) was drafted based on the Records Retention Schedule, both administrative policies, and taking into consideration *City of San Jose v. Superior Court*.

The policy does the following:

- Defines City Business, Messages, Transitory Messages, Records Messages, and Personal Devices.
- Includes a retention period for Transitory Messages and Record Messages based on the City's adopted Records Retention Schedule.
- Explains how to preserve a Record Message received on a personal device or any personal account and provides instructions on methods to send Messages, as defined, from a personal device or account to a City email account.
- Provides guidance and requirements in responding to CPRA requests.
- Re-affirms City Council Norms to refrain from communications during City Council meetings on any agenda item.
- Sets responsibilities for the City Council and City Clerk, requires City Councilmembers to acknowledge the policy by signing a declaration either within seven days of approval of the policy or seven days of taking the oath of office, and recommends adoption of a City Council resolution every odd-numbered year to reaffirm the City's support for the policy.

Staff recommends the City Council adopt the attached resolution, approving the City Council Personal Devices, Personal Accounts, and Messages Policy.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) Resolution Approving the City Council Personal Devices, Personal Accounts, and Message Policy
- 2) City Council Personal Devices, Personal Accounts, and Messages Policy

STAFF REPORT CITY COUNCIL

DATE: April 1, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

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

EXECUTIVE SUMMARY:

The City Council will conduct a public hearing in accordance with Resolution 08-25 (adopted February 4, 2025) declaring that there is a public nuisance created by weeds and combustible debris growing and accumulating upon the streets, sidewalks, and property in the City of Dublin. Notice of this declaration was posted and letters sent to those property owners with violations.

STAFF RECOMMENDATION:

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

FINANCIAL IMPACT:

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

DESCRIPTION:

On February 4, 2025, the City Council adopted a Resolution 08-25 declaring a public nuisance created by weeds and combustible debris growing, accumulating upon the streets, sidewalks, and property within the City of Dublin (Attachment 1). With this declaration, the Fire Chief or his designee shall notify property owners of violations and order abatement without delay. If the abatement is not completed, the City of Dublin shall, at the expense of the owners, have the weeds or refuse removed.

A Notice to Destroy or Remove Weeds and Refuse was posted (Attachment 2). This year, 174 inspections were conducted during the week of March 3, 2025, and 20 1st Notice letters (Attachment 3) were sent to property owners during the week of March 10, 2025 advising them to abate the hazard.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

In accordance with State law and DMC 5.70, a public notice was published in the *East Bay Times* on March 18 and March 25, 2025, and posted in several locations throughout the City. The City Council Agenda was posted.

ATTACHMENTS:

- 1) Resolution 08-25 Declaring Weeds and Combustible Refuse a Public Nuisance and Ordering the Abatement Thereof
- 2) Notice to Destroy or Remove Weeds and Refuse
- 3) 1st Notice Letter

RESOLUTION NO. 08 – 25

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

**DECLARING WEEDS AND COMBUSTIBLE REFUSE A PUBLIC NUISANCE AND
ORDERING THE ABATEMENT THEREOF**

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

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

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

NOW, THEREFORE BE IT RESOLVED that:

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

2. The City Manager, or her designee, shall cause notice to be given to the public in the form and manner provided in sections 5.70.030 and 5.70.040 of the Dublin Municipal Code, notifying said public of the passage of this Resolution and further that on April 1, 2025, at 7:00 p.m., the City Council of the City of Dublin will conduct a public hearing to hear and consider objections to this abatement order.

PASSED, APPROVED AND ADOPTED this 4th day of February 2025, by the following vote:

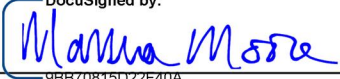
AYES: Councilmembers Josey, McCorriston, Morada, and Mayor Hu

NOES:

ABSENT: Councilmember Qaadri

ABSTAIN:

ATTEST:

DocuSigned by:

9BB70815D22F40A...
City Clerk

DocuSigned by:

E447712EZ3934C0...
Mayor



CITY OF DUBLIN

PUBLIC HEARING NOTICE

City Council

April 1, 2025 at 7:00pm
Council Chamber, 100 Civic Plaza, Dublin

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

Project Name: Notice to Destroy or Remove Weeds and Refuse 2025

NOTICE is further given that on February 4, 2025, pursuant to the provisions of Section 5.70.030 or Chapter 5.70 of the Municipal Code of the City of Dublin, the City Council of the City of Dublin adopted a resolution declaring that all weeds and/or refuse growing or accumulating upon any private property or in a public street or alley, constitutes a public nuisance, and such nuisance must be abated by the destruction or removal thereof.

NOTICE is further given that the property owners shall, without delay, remove or caused to be removed all such weeds and refuse from their property and from the abutting half of the street in front of alleys, if any, behind such property, and between the lot lines thereof extended, or such weeds will be destroyed and removed and such refuse will be removed and such nuisance or nuisances created thereby abated by the city of Dublin, in which case the costs will constitute a lien upon such lots or lands until paid and will be collected upon the next tax roll upon which general municipal taxes are collected. All property owners having any objections to the proposed destruction or removal of such weeds and/or refuse are hereby notified to attend a meeting of the City Council of the City of Dublin to be held at the Dublin Civic Center on April 1, 2025, at 7:00 p.m., when their objections will be heard and given due consideration.

You are invited to attend this meeting in-person and provide feedback regarding the project. Members of the public who wish to participate in the meeting electronically have the option of giving public comment electronically by filling out an online speaker slip. Online speaker slips will be available at www.dublin.ca.gov beginning at 10:00 a.m. on April 1, 2025, and the public will be able to address the City Council in person or using a computer or smart phone via a link that will be provided following submission of a speaker slip. A telephonic option will also be available.

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

To make a request for disability- related modification or accommodation, please contact the City Clerk's Office (925) 833-6650 at least 72 hours in advance of the meeting. Upon receiving a request, the City will swiftly resolve requests for reasonable accommodation for individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and resolve any doubt in favor of accessibility.

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

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

Dated: 3/18/2025 and 3/25/2025



Alameda County Fire Department
FIRE PREVENTION
www.acgov.org/fire

WILLIAM L. McDONALD
 Fire Chief

March 10, 2025

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

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

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

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

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

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

«Property_Owner»
 «Mail_to_COMPANY»
 «Mail_to_ADDRESS»
 «Mail_to__CITY_STATE_ZIP»

SUBJECT PROPERTY
 «Parcel_No»
 «Street_» «Street_Name»

The above subject property was inspected the week of March 3, 2025 and determined to be in violation of Section 5.70.020 of the Municipal Code of the City of Dublin. The Weed, Rubbish and Litter Ordinance 13-97 designed to minimize or eliminate weeds, or other nuisances, before they become a hazard. The Ordinance applies to violations anywhere on the property, whether in an open field, front yard, enclosed side yard, or rear yard. A copy of the removal requirements is enclosed for your reference.

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

The City Council of the City of Dublin will conduct a Public Hearing on Tuesday, April 1, 2025, to hear and consider objections to this abatement order.

Fire Code Administration staff will re-inspect your property on or after April 7, 2025, to verify compliance. If there are no violations noted, there will be no further notices or inspections required.

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

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

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

If you have any questions regarding this notice, please contact the Alameda County Fire Department, Dublin Fire Code Administration staff at (925) 833-6606 or dublinfp@acgov.org.

Enclosure

STAFF REPORT

CITY COUNCIL

DATE: April 1, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Introduction of an Ordinance Designating Fire Hazard Severity Zones in the City of Dublin
Prepared by: Bonnie Terra, Division Chief and Hazel L. Wetherford, Deputy City Manager

EXECUTIVE SUMMARY:

The City Council will consider introducing an ordinance designating fire hazard severity zones in the City of Dublin as recommended by the California Department of Forestry and Fire Protection and in accordance with Government Code Section 51179.

STAFF RECOMMENDATION:

Waive the reading and INTRODUCE the Ordinance Designating Fire Hazard Severity Zones in the City of Dublin Based on the Recommendation of the State Fire Marshal.

FINANCIAL IMPACT:

None.

DESCRIPTION:

California law requires the California Department of Forestry and Fire Protection (CAL FIRE) to develop fire hazard severity zones within a State Responsibility Area (SRA) and a Local Responsibility Area (LRA). An SRA is an area where the State has financial responsibility for wildland fire protection and prevention, whereas an LRA is where the local government is responsible for wildfire protection.

Assembly Bill 337 (Bates 1992), spurred by the devastating Oakland Hills fire of 1991, directed CAL FIRE to evaluate fire hazard severity in LRAs and to make recommendations to the local governments where very high fire hazard severity zones exist. These zones have been updated periodically, with the most recent updates occurring between 2008 and 2011. During the last update, Dublin was not designated with any very high fire hazard severity zones.

Recent changes in state law – Senate Bill 63 (2021) and Assembly Bill 211 (2022) – have expanded CAL FIRE’s responsibilities to include designation of moderate, high, and very high fire hazard severity zones. In alignment with these changes, the State Fire Marshal released updated maps identifying all three categories on February 24, 2025. Pursuant to Government Code Section 51179, local governments are required to adopt an ordinance designating these zones within their communities no later than 120 days after receiving the updated LRA maps.

Upon receipt of the map (Attachment 2), and in accordance with State regulations, Staff made the map available for public review on the City’s website, with a public comment period running from February 28, 2025 to March 30, 2025. At the time this Staff Report was prepared, the City had received 28 public comments as summarized in Attachment 3. While Staff responded to each comment, state law does not permit local governments to request changes or provide comments on the fire hazard severity zone designations issued by the State Fire Marshal.

The updated LRA map for Dublin designates areas as moderate and high fire hazard severity zones but does not include any very high zones. Notably, the City’s Wildfire Management Plan helps reduce the risk of open land wildfire to the lowest practical level consistent with reasonable protection of wildlife habitat and other open space values. Additionally, since there are no very high fire hazard severity zones designated in Dublin, the 100-foot defensible space clearance requirement per state law is not required. However, properties in the high fire hazard severity zone are subject to requirements outlined in the California Building Code, Chapter 7A – Materials and Construction Methods for Exterior Wildfire Exposure. These requirements are focused on ignition-resistant materials to be used for things like roofing, vents, eaves, exterior walls, windows and glazing, decking, rain gutters, and fences. These requirements would apply to the design and construction of new buildings in this zone. Property owners are also required to make a natural hazard disclosure as part of a real estate transfer. There are no additional requirements for properties in the moderate fire hazard severity zone.

Finally, adopting an ordinance within 120 days of receiving LRA designations from the State Fire Marshal is required by State law and would formally designate moderate and high fire hazard severity zones in the City of Dublin.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) Ordinance Designating Fire Hazard Severity Zones in the City of Dublin Based on the Recommendation of the State Fire Marshal
- 2) City of Dublin Local Response Area Fire Hazard Severity Zone Map
- 3) Fire Hazard Severity Zone Map - Public Comments

ORDINANCE NO. XX – 25**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF DUBLIN****DESIGNATING FIRE HAZARD SEVERITY ZONES IN THE CITY OF DUBLIN BASED ON
THE RECOMMENDATION OF THE STATE FIRE MARSHAL**

WHEREAS, State law requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard and notify the City, and requires the City, upon receiving the State Fire Marshal's transmittal of the identifications, to designate by ordinance moderate, high, and very high fire hazard severity zones within the City, which designations cannot decrease the level of level fire hazard severity zone as identified by the State Fire Marshal; and

WHEREAS, the State Fire Marshal on February 24, 2025 transmitted its identifications to the City, and in accordance with Government Code section 51178.5, the City made the information available for public review and comment on February 28, 2025; and

WHEREAS, the City Fire Marshal, after reviewing the Fire Hazard Severity Zones map, concurs with the State's identifications.

NOW, THEREFORE, the City Council of the City of Dublin does ordain as follows:

Section 1. Designation of moderate and high fire hazard severity zones. The City Council, in accordance with Government Code section 51179, hereby designates as moderate and high fire hazard severity zones the zones identified as moderate and high fire hazard severity zones by the State Fire Marshal on February 24, 2025. **Exhibit A** depicts the zones within the City of Dublin, and the official maps are on file with the City's Geographic Information System Coordinator.

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 this _th day of ____ 2025, by the following vote:

AYES:

NOES:

ABSENT:

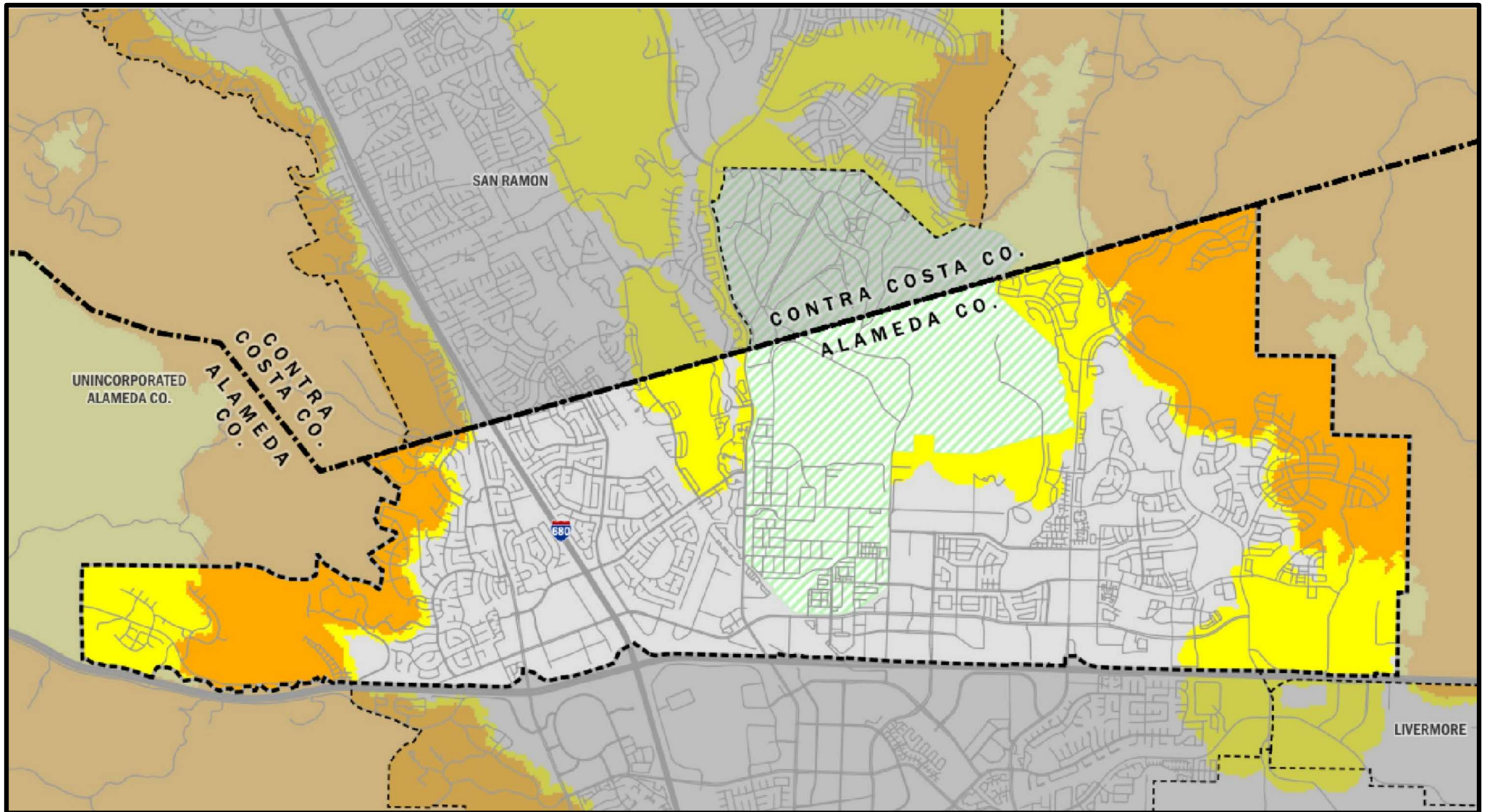
ABSTAIN:

Mayor

ATTEST:

City Clerk

City of Dublin Local Response Area Fire Hazard Severity Zone Map



Moderate High Very High

Fire Hazard Severity Zone Map – Public Comments**Comment #28**

3/26/2025

Tejinder Bains

Please provide comments regarding the Fire Severity Zone Maps:

Good afternoon - In looking at the new fire maps I see that Ridgeline Drive in Dublin shows as orange. My house does not backup to any vegetation and yet my house is in the orange zone. In fact I have a fire road behind my house that would break up any fire if there was one. Reimers Way in my neighborhood is in yellow zone and backs up to hillside. This doesn't make any sense to me. Also there is a corner house on Ridgeline Drive that has a yellow designation and their neighbor has orange. One does not have more exposure than the other. I have had no exposure to fire in the 15 years that I have lived here. Home on Albert Drive who have had fires up to their fence lines are designated yellow, while my street is in orange. Makes no sense at all. Please update Ridgeline Drive to yellow. I can provide more detail if needed.

Comment #27

3/25/2025

Christina Huang

Please provide comments regarding the Fire Severity Zone Maps:

I do not understand how the fire map cuts across blocks. My house appears to be on the border even though we are in the middle of the block and directly in front of Jordan Ranch Park. There seems to be no rhyme and reason to this. There is no more of a hazard for our house as there is for my neighbor to the west. Thus, the borders that cut across blocks appear to be arbitrary especially our block given the proximity to the hills and park. Please reconsider the borders especially those that face the parks and open space. Thank you.

Comment #26

3/12/2025

Steve Hansen

Please provide comments regarding the Fire Severity Zone Maps:

Thank you for the opportunity to comment on the revisions to the Fire Severity Zone. I live on [REDACTED] where the severity has been changed from no rating to 'Red - High'. After reviewing the provided video on the mathematical modeling of non-wildland areas I cannot scientifically argue ember transport rates. However, I do observe that the amount of ember generating trees and forests is limited as most of the land around my home is grassland for grazing of cattle. I also observe that the landscape at my house, which is soon to be in a 'High' zone is similar to that of Valley Christian campus just down the road which has no severity, no risk. And the buffer zone (Moderate) is only a couple lots wide which is easily traversed by embers, which is really no buffer. Based on these observations, I would request a review of these computer modeled results and potentially reduce the severity in Hansen Ranch. I am concerned of the impact that a 'High' rating will have on my ability to insure my house. I have been already dropped by one carrier due to wildfire risk, and a second carrier may likely do the same. This has been a real issue I have to deal with. I am not sure how real the model results are. Thank you for hearing my concerns and considering my inputs.

Comment #25

3/11/2025

Steven Minniear

Please provide comments regarding the Fire Severity Zone Maps:

I recommend the map be changed in regards to [REDACTED] to place the entire property within the moderate zone. As it is over half the property is in the moderate zone and a lesser part is in the high hazard zone. The section of the property in the high hazard area is part of a rock garden with little vegetation and no part of the residence. That section also includes the concrete sidewalk and aggregate concrete median which have no flammable material in them. Also, West Vomic Road acts as a natural fire break.

Comment #24

3/10/2025

Marvi Rijhwani

Please provide comments regarding the Fire Severity Zone Maps:

Schaefer Ranch Dublin - there has not been any brush fires affecting houses on Ridgeline Dr. Only fires affecting the other side of the community were caused by car accidents on the nearby highway.

Comment #23

3/10/2025

Sean Gilmour

Please provide comments regarding the Fire Severity Zone Maps:

The map seems to be backwards, we (on the inside of our street) backup to a road, whilst our neighbors backup to a canyon. Yet we are at a higher risk than them. The lines seem drawn with little actual understanding of the area. There are houses that backup to open land, which has seen fire reach their yards, but they are yellow. Where as we have roads surrounding us, yet we are red....

Comment #22

3/9/2025

John Fiegel

Please provide comments regarding the Fire Severity Zone Maps:

Correcting my previous comment:

Hi

I live in the Positano hills area. I see a zone of High Severity northeast of Dublin. In the event of a fire emergency there will potentially be hundreds of vehicles attempting to escape via Positano Parkway and then Fallon Rd, creating a bottleneck and a lot of risk. Opening Croak Rd will help, but that is not a major thoroughfare. Is there anything being done to mitigate this risk?

Best

John

Comment #21

3/9/2025

John Fiegel

Please provide comments regarding the Fire Severity Zone Maps:

Hi

I live in the Positano hills area. I see a zone of High Severity northeast of Dublin. In the event of a fire emergency there will Opening Croak Rd will help, but that is not a major thoroughfare. Is there anything being done to mitigate this risk?

Best

John Fiegel

Comment #20

3/8/2025

Priya Sugathan

Please provide comments regarding the Fire Severity Zone Maps:

Hello, the Schaefer ranch area is split into moderate and high severity zones. The area around Ridgeline drive is marked high severity but we have never ever had a fire in that area and there is also a service road acting as a barrier between homes and wilderness. All the past 3-4 fires next to Schaefer ranch started on interstate 580 and then spread to nearby areas as brush fires, but that side of Schaefer ranch is currently zoned as moderate, not high. Can the Ridgeline drive section also be zoned as moderate instead of High? Thank you.

Comment #19

3/7/2025

Mike Grant

Please provide comments regarding the Fire Severity Zone Maps:

I think that we need to thin the trees around Dolan park. It's very dry and houses are around them.

Comment #18

3/2/2025

Rita Patel

Please provide comments regarding the Fire Severity Zone Maps:

Good afternoon,

Ridgeline Drive in Dublin is currently marked as orange on the map. However, the street should be differentiated between hillside and non-hillside properties. My home does not back up to vegetation, yet it is marked orange, while Reimers Way—where homes do back up to vegetation—is marked yellow. I believe my property should also be yellow.

Additionally, the map inconsistently marks a home on the corner of Ridgeline as yellow while its adjacent neighbor is orange, despite no significant difference in vegetation exposure. The area around Schafer Ranch should be reviewed, as I have had no fire exposure but remain marked orange, whereas homes on Albert Drive, which have had fire reach their fence lines, are marked yellow. This discrepancy does not make sense.

Please update the west side of Ridgeline Drive to yellow.

Comment #17

3/2/2025

Sunita Rajagopal

Please provide comments regarding the Fire Severity Zone Maps:

580 has been the cause of fires due to vehicles in yhe past few years including Edien fire 2022 so we need to do everything to prevent vehicle fire from that area. Albert drive is the most dangerous side of the community due to its proximity to 580. So we need to come up with solid fire preventing programs along 580 to prevent all the homes from burning down due to vehicles catching on fire during hot seasons. Else all this is of no use.

Comment #16

3/2/2025

Vinod Alluri

Please provide comments regarding the Fire Severity Zone Maps:

1) The home that we live in is a new community developed less than 7 years ago. I see that area is designated as fire danger zone. Wanted to check whether city has included any conditions in the development that builder have to adhere to for fire prevention. 2) The builder has included fire breaks within the hills for fire prevention, is there any plan for city to continue that (weed trimming or vegetation management. 3) There is a charge for GHAD (Geological Hazard abatement district) in our property tax, is city/GHAD going to take care of vegetation management as part of that charge. 4) Finally, this map might be used by the home insurance companies to increase the premiums, can city provide the home insurance companies insight into the fire hazard or prevention that has been incorporated within the structures?

Comment #15

3/2/2025

Carolyn Suzuki

Please provide comments regarding the Fire Severity Zone Maps:

No fire has ever been reported on Ridgeline Drive, in 15 years. We should not be on the orange classified map. Please reconsider and change the fire maps. Thank you

Comment #14

3/2/2025

Thiru Annadi

Please provide comments regarding the Fire Severity Zone Maps:

I live at [REDACTED], dublin, homes on left of my house on Reimers Ct are classified as yellow, but my house is classified as orange. Area behind my house didn't have any fires or not prone to fires as there is not log of plants or brushes and also my backyard is big so any grass in this area is far away from my house. So please reclassify my house as yellow

Comment #13

3/2/2025

Paula de Leon

Please provide comments regarding the Fire Severity Zone Maps:

I disagree that Ridgeline Drive should be orange on the map as there is no vegetation on the hills behind us. In fact, I have an emergency road right behind my fence line. Furthermore, Albert Street and Reimers are in the yellow and, therefore, it makes no sense why Ridgeline would be in Orange. Please call me if you need additional information.

Kind regards, Paula de Leon

Comment #12

3/2/2025

Rochelle Gilmour

Please provide comments regarding the Fire Severity Zone Maps:

Good afternoon, Ridgeline drive in Dublin shows as orange. The street should be divided between hillside and non hillside, I don't back up to vegetation and yet I'm Orange, where reimers way who does is yellow, I believe I should be yellow not orange?? This map shows a home on the corner of Ridgeline yellow and his neighbor orange and there is no more vegetation to one than the other, so why the orange color assignment...maps needs updated to be yellow around Schafer ranch, I have had no exposure to fire and I'm orange, yet homes on Albert drive who have had fire up to their fence line are yellow??? Makes no sense, please update Ridgeline drive west side to yellow at least. I'd love to provide further detail with images.

Regards

Comment #10

3/2/2025

M Leung

Please provide comments regarding the Fire Severity Zone Maps:

Great website! Appreciate the new info, but wish it was mobile responsive, it is hard to use on a phone

Comment #9

3/2/2025

Pawan Kumar

Please provide comments regarding the Fire Severity Zone Maps:

Fire risk is NOT along Ridgeline Drive in Dublin west side rather it has only come from west bound 580 freeway from cars climbing Dublin grade. Thus should reflect in maps and remedied. Thanks

Comment #8

3/1/2025

Hugh Gregg

Please provide comments regarding the Fire Severity Zone Maps:

Hello. We live at [REDACTED] in Dublin. In looking at the proposed fire severity zone map around our house, we notice several "pixels" that likely should not be in the "moderate" zone. We understand that pixels may have to cover a portion of our home due to the side of the pixels, however, it appears that several pixels are coded moderate when they are likely should not be moderate.

There are 4 pixels that likely should not be in the moderate category:

- 1) The pixel whose bottom right corner is in the middle of our cul-de-sac
- 2) The 3 pixels starting from the pixel whose upper left corner is in the middle of our house and the two adjacent pixels to the right.

This would leave our back yards in/near the moderate hazard zone (open field north of our home), but exclude the majority of our homes.

Kind regards,
Hugh.

Comment #7

3/1/2025

Please provide comments regarding the Fire Severity Zone Maps:
Past few fires in our area started as vehicle fires from 580, so requesting to help mitigate it's reoccurrence.
Thank you.

Comment #6

2/28/2025

Pawan Kumar

Please provide comments regarding the Fire Severity Zone Maps:
Will like to see automobile fires hazard from 580 freeway.

Comment #5

2/28/2025

Ridhima

Please provide comments regarding the Fire Severity Zone Maps:
Is there an explanation about how these maps were developed?

Comment #4

2/28/2025

Maria Theren

Please provide comments regarding the Fire Severity Zone Maps:
I live near the Alamo Creek Park and Path. It is a moderate fire zone but I walk on the path quite a bit and there's quite a bit of dead leaves, branches and debris that accumulates in the culverts along the path. The maintenance people clean it periodically, but maybe more often? Can someone work with DSRSD on that?

Comment #3

2/28/2025

Suhas Sadanandan

Please provide comments regarding the Fire Severity Zone Maps:
The past 3 brush fires in the Schaefer Ranch area of Dublin, including the big one in 2022, started as vehicle fires from interstate 580. Requesting the city and state to help mitigate it's recurrence. Given the past, we know it will happen again, it is just a matter of time. The city and state spent a lot of money during the fires in that area 2022. The root cause seems to be that cars with engine problems tend to slow down or stop on 580 next to that area because of aggravation due to uphill drive in that area + there is some space to park there on the road side. Can a wall similar to the one between 580 and California Highlands community down the road from us, be considered? If aesthetics is an issue, can there be some other sort of fire barrier between 580 and the brushy hill next to it be considered? For example, a smaller designated parking space, and only in that area, a wall or barrier? Dublin boulevard splits the whole area into two, and the split that lies next to 580 is always that gets burnt. Dublin boulevard acts as an excellent barrier, but winds make it easy for embers to cross over to the other side. So the barrier needs to be closer to the source (interstate 580). I appreciate you reading my suggestion. Thank you!

Comment #2

2/28/2025

Karen Chung

Please provide comments regarding the Fire Severity Zone Maps:

Is it still true that all of Boulevard is under federal responsibility even though it is obviously no longer part of the base?

Comment #1

2/28/2025

Rahul Zutshi

Please provide comments regarding the Fire Severity Zone Maps:

placing any residential area adjacent of an open space which has no bushes/trees as a moderate fire seems to be excessive. What is this categorization based on ? in the 10 years i have lived here grass fire had happened only once and that too far away in open spaces.

April 1, 2025

SB 343

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

The attached documents were received in the City Clerk's office after distribution of the April 1, 2025, Regular City Council meeting agenda packet.

Item 8.1



CITY MANAGER'S OFFICE MEMORANDUM

DATE: March 31, 2025
TO: Honorable Mayor and City Councilmembers
FROM: Colleen Tribby, City Manager
SUBJECT: Item 8.1: Introduction of an Ordinance Designating Fire Hazard Severity Zones in the City of Dublin

The April 1, 2025 City Council Meeting includes the introduction of an Ordinance Designating Fire Hazard Severity Zones in the City of Dublin.

The public comment period closed on March 30, after the agenda was posted. One additional public comment was received, and that correspondence is attached here.

Comment #29

3/28/2025

Debbie Wagner

Please provide comments regarding the Fire Severity Zone Maps:

I live in the Positano master planned community at [REDACTED] We were changed from moderate to high risk. I would like to understand what criteria pushed us into the high risk category. We are stucco homes with tile roofs and underground utilities. We have extremely small front yards and there is very little shrubbery and very few, small trees. Most of the backyards are also small and most people have cement, patios, or pavers. There is very minimal shrubbery and trees.

In Danville, the communities out off Blackhawk Road across from Blackhawk, is considered moderate. These are homes have asphalt or composition roofs, wood front porches, with wood pillars, and the homes are wood sided. They have very dense foliage, with lots of mature redwood trees. Also, in Alamo, and Diablo, these areas are very old and they have huge trees, and a lot of these neighborhoods have overhead wiring with wood sided homes. Yet both of these areas are either moderate risk or no risk at all. It does not make sense why the Positano community was put into the high risk category. I have studied this map over and over and compared our area to multiple areas and I just cannot understand why we are high risk except for the fact that maybe this is political and people with high importance live in the other areas and they want to make sure they're home is not in a designated high risk area so their insurance does not get canceled.

Yes, Positano does back up to open space and we did have a fire back and I believe 2017. But if you check the records, no homes or fences were damaged. So if we can go through one Fire without any damage, you cannot use that against us. Several of the other areas mentioned above also back to space. The only thing this map is doing is handing the homeowners over to our insurance companies on a silver platter to be canceled. I believe all the major fires we have had in the the past five years have been historic because of the extreme winds that took place at the time. Areas that normally don't get extreme winds were experiencing up to 80 mile an hour winds. Anytime you have unprecedented winds, any neighborhood is prone to fire as ember can fly for miles. I don't see how you can take a particular neighborhood and say oh you have a higher probability of catching on fire, but yet other neighborhoods that have more material that is more combustible is not put in the same category.

I am just praying that homeowners here don't lose their insurance, but one person has already commented on Nextdoor that they have been cancelled due to risk. If we are in an area where our insurance prices skyrocket, or we cannot get insurance because of this high risk designation, not only are you killing our resale value, you are ruining peoples lives.

Cal Fire should be educating all of California on how to better protect your home with shrubbery away from your home, don't store piles of garbage, tires on your property, keep trees trimmed from power lines, etc. That's what they should be spending their time doing not creating a map that unfairly classifies some areas as riskier than others.

Again, I would like to know what in Positano is pushing us into the high category. If I cannot get this answer, I will probably be taking this to channel 7 news because they have the means to dig deeper into this situation.

Local Responsibility Area Fire Hazard Severity Zone Maps

April 1, 2025



Fire Hazard Severity Zones

- What are the zones?
 - The maps are required by Government Code 51178 & 51179.
 - They identify levels of fire hazard:
 - Three levels (Moderate, High, and Very High).
 - Dublin's map only has High and Moderate



Model Updates

- Updated fire environment footprints (urban/developed).
- Updated vegetation density for urban areas.
- Inclusion of slope in the urban zoning model.
- Localized fire weather used.
- New firebrand production and transport model using discrete local wind vector distribution.



Wildland vs. Non-Wildland Zones

- Zones are areas with relatively homogeneous slope and vegetation.
- Hazard map is produced at 30m resolution.
- Scores are averaged within a zone.
- Wildland is scored independently of urban and agricultural.
- Urban zones scored using additional model steps.



Urban Fire Hazard Severity Zones

- Minimum size of 20 acres for isolated islands or vegetation embedded in non-wildland.
- Based on distance to wildland and hazard level of adjacent wildland.
- Ember production based on vegetation type and fire weather.
- Ember transport based on wind speed/direction observed under the most extreme fire weather at a given location.
- Width of moderate, high and very high bands in urban are based on ember load, urban tree cover, and slope.

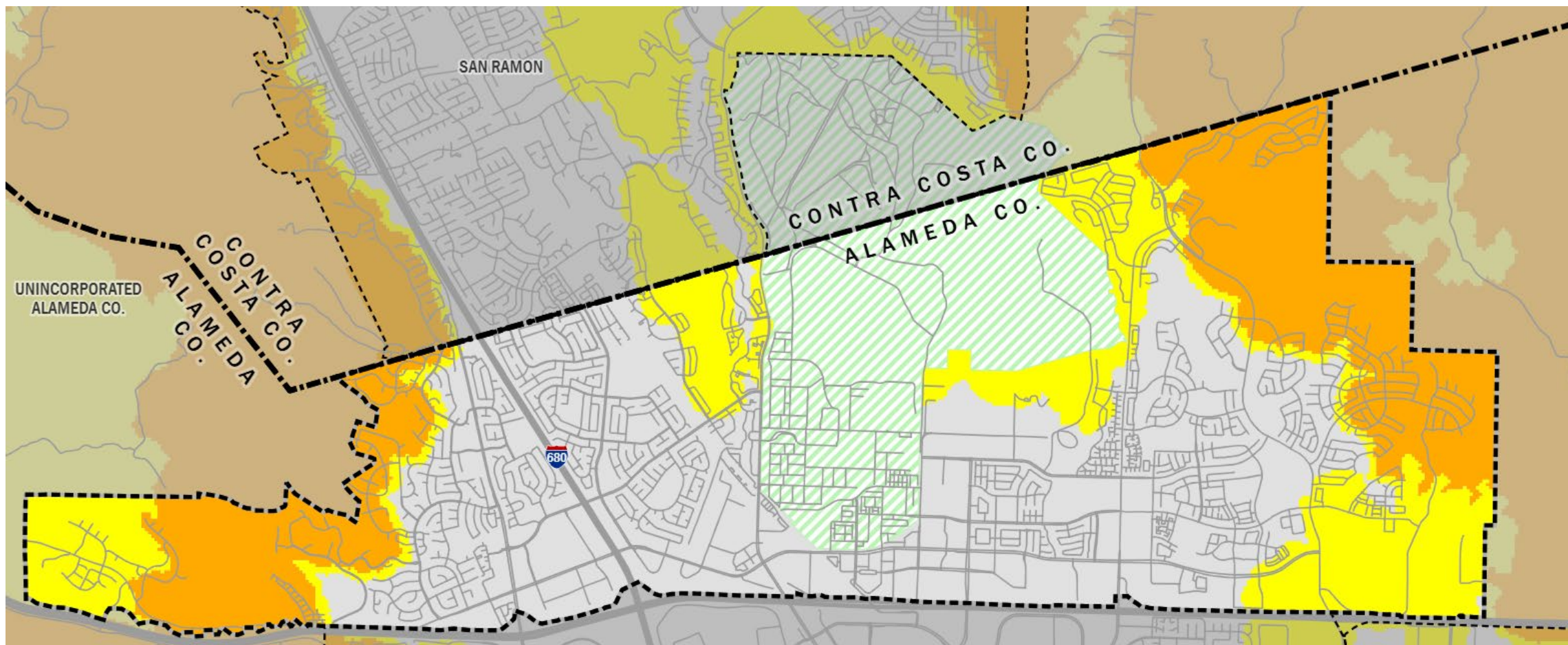


Map Purpose

- What is the map for?
 - Serves as a planning tool.
 - Building standards for new construction in the Wildland-Urban Interface (CBC Chapter 7A).
 - Property development standards.
 - Defensible Space Requirements (Government Code 51182).
 - Natural hazard real estate disclosure.



Map



Map, 2

- High Severity Zones (Orange on Map).
 - New construction subject to applicable sections of CBC Chapter 7A.
 - Hazard Disclosure subject to real estate transfer inspection by fire staff.
- Moderate Severity Zone (Yellow on Map).
 - No impact other than on the map.



State Mandated Adoption Process

- Senate Bill 63 (Stern, 2021) now requires all zones to be adopted.
- Maps Released on February 24, 2025.
- City of Dublin has 30 days to make maps available for the public (Government Code 51178.5).
- Maps made available on February 28, 2025.
- City has 120 days from receiving maps to adopt an ordinance (Government Code 51179).
- Local agency shall transmit a copy of the adopted ordinance to the State Board of Forestry and Fire Protection with 30 days of adoption.



Ordinance Restrictions

- The law does not allow for a local jurisdiction to request changes or provide comments to the State Fire Marshal on the Fire Hazard Severity Zone designations.
- The local municipality shall not decrease the level of fire hazard severity zone as identified by the State Fire Marshal for any area within the jurisdiction.



Effect on Insurance

- Fire Hazard and Fire Risk are separate processes.
- Insurance companies measure risk and they each use their own models to measure risk.
- Risk is not being measured with this process.
- Contact your insurance company if you have questions regarding what they measure and how you can reduce the risk in their eyes.



City Fire Safety Efforts

- Annual Defensible Space Inspections of parcels adjacent to open space or vacant parcels.
- Defensible Space standards used the same as CAL FIRE.
- Fire hardening rear of homes that abut open space.
- Genasys Evacuation Planning, Zones, and Routes.
- Community Preparedness Training.



Questions?





STAFF REPORT CITY COUNCIL

DATE: April 1, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Eastern Dublin Wireless Telecommunication Facility Survey Results and Proposed Next Steps
Prepared by: Jordan Foss, Management Analyst II

EXECUTIVE SUMMARY:

In spring 2024, following resident complaints about poor cellular service in eastern Dublin, the City Council asked Staff to explore solutions to improve connectivity. In response, Staff solicited proposals from vendors and conducted a community survey to gather feedback on current service levels and potential wireless telecommunication facilities (cell towers). The City Council will receive a report on survey responses and consider a proposed monopine (faux tree) facility at Fallon Sports Park.

STAFF RECOMMENDATION:

Receive the report and provide direction on a monopine (faux tree) wireless telecommunication facility to be located at Fallon Sports Park.

FINANCIAL IMPACT:

Under the terms of the proposals received, the City would not bear any financial responsibility for the construction or operation of the facility. Upon approval of the concept plan provided in this Staff Report, the City would enter into either a Site Lease Agreement or a Revenue Sharing Agreement with the selected contractor. These agreements would generate revenue for the City, with the final amount subject to negotiation.

DESCRIPTION:

Background

The gap in wireless telecommunications coverage has long been a concern for residents of eastern Dublin, despite the existence of various wireless carriers in that area. Currently, Dublin San Ramon Services District (DSRSD) has three leases with carriers for structures adjacent to the water tower off Fallon Road in the northeastern portion of the City. At this location, AT&T, Dish,

and T-Mobile have wireless telecommunication equipment installed. Additionally, the City has permitted the installation of wireless telecommunication facilities (cell towers) on privately owned businesses, facilities, or land in Dublin. However, even with these existing facilities, significant coverage and service reliability issues remain, and the need will continue to grow as the planned, nearby development projects are completed.

The City first considered options to address this gap in 2014; however, for various reasons, there was a lack of community support to install a wireless telecommunication facility (cell tower) in the area at that time. Over the past two years, both residents and cellular carriers have become more vocal about the need to improve service in eastern Dublin. The issue came up again at the April 16, 2024 City Council meeting during a presentation on the five-year Capital Improvement Program.

Since that meeting, Staff has worked on addressing this issue, which included soliciting proposals from vendors to gauge carrier interest, identify potential site locations, and determine the type of facility that could best address service gaps in eastern Dublin. In addition, Staff completed a community survey to better understand residents' concerns and gather input on preferences related to wireless infrastructure. This Staff Report presents the results of the work that has been done and Staff's recommended solution.

City Actions and Findings

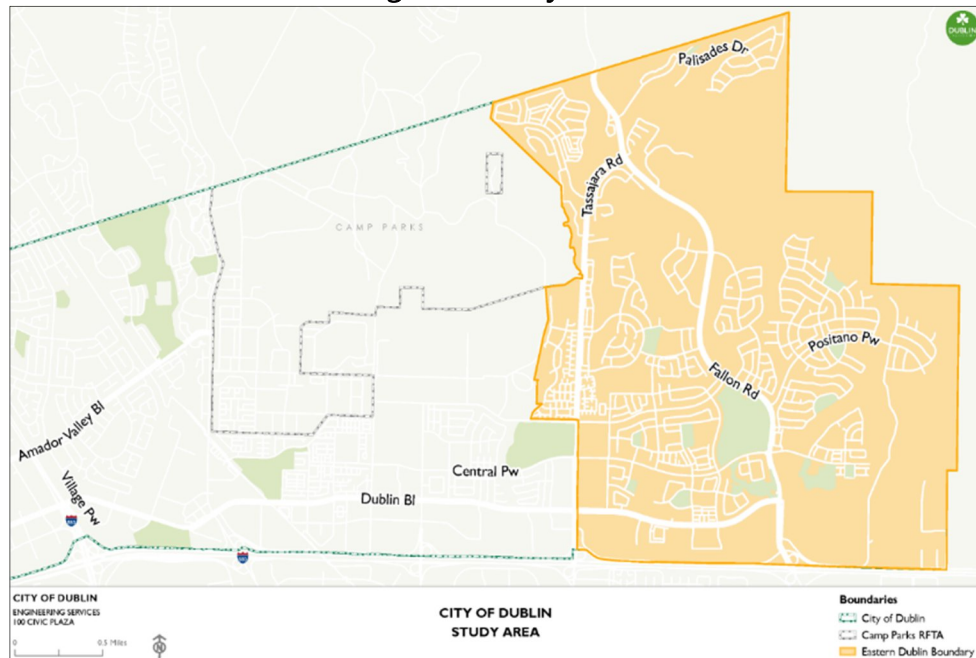
Vendor Proposals

In July 2024, Staff issued a Notice Accepting Proposals on the City's website, inviting interested contractors to submit proposals for constructing a cell tower in eastern Dublin, specifically in and around Fallon Sports Park. The City received four proposals focused on two preferred locations: Dublin Fire Station #18 and Fallon Sports Park. The proposals included options for both single-carrier and multi-carrier structures, and identified various facility types, including a flagpole, stadium lights, and monopine (faux tree) for the City's consideration.

Community Survey

In November 2024, a postcard with a link to a community survey (Attachment 1) was mailed to 9,424 residences in the defined study area (Figure 1 below). The survey closed on December 10, 2024. Additionally, the survey was announced via the City's social media channels and was included in the *Dublin Digest* weekly newsletter.

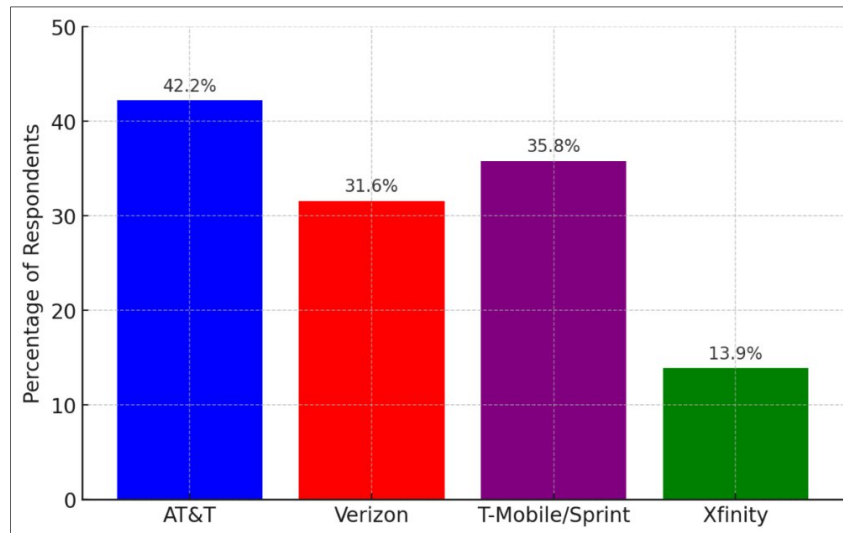
Figure 1. Study Area



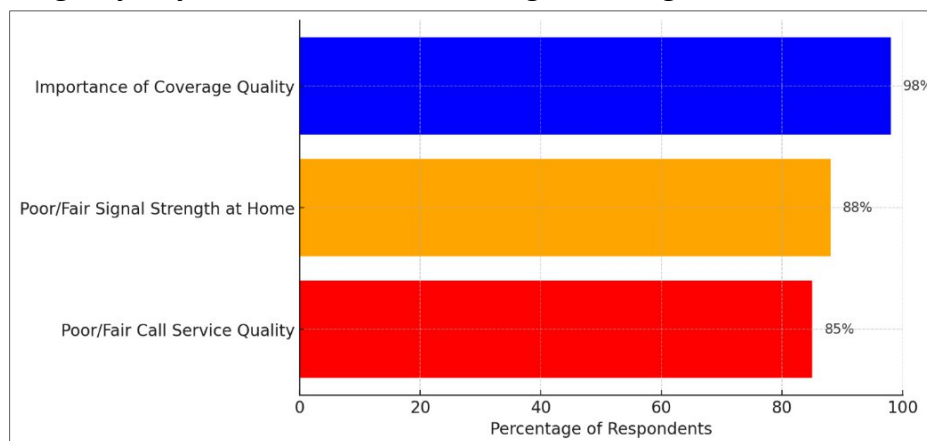
A total of 2,127 survey responses were received, with 2,108 submitted by Dublin residents (1,899 of which, or 93%, came from the defined study area). Those who indicated they were not Dublin residents were not allowed to complete the survey, so only data from Dublin residents was collected.

In summary, the survey results show that the respondents are overwhelmingly in favor of a wireless telecommunication facility (cell tower) being installed in the eastern Dublin study area. Most respondents find that coverage and service are extremely or very important to them, and there is a significant lack of service within the study area. The following section provides a summary of the data collected through the survey.

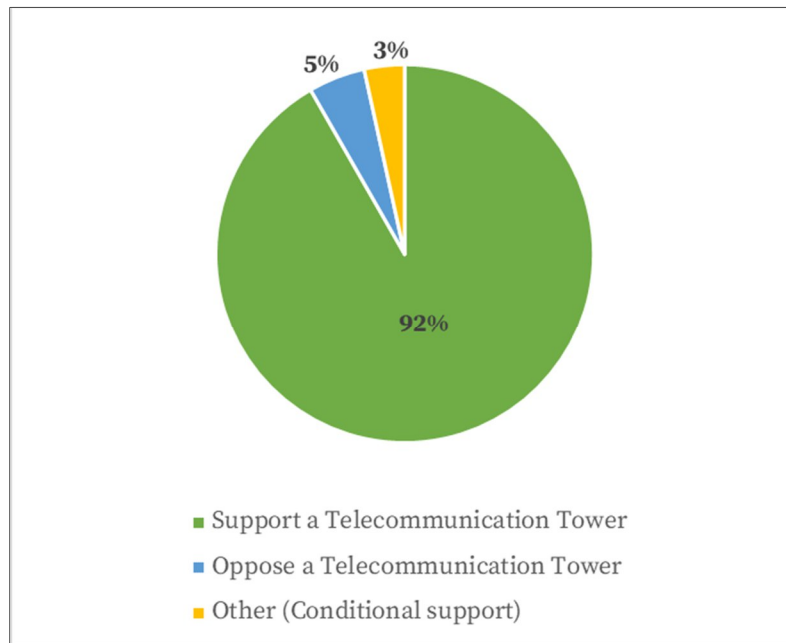
- a. **Residents' Carriers.** The chart below shows the different carriers currently utilized by the survey respondents. The percentages total over 100%, as the survey allowed for the selection of multiple carriers. Note that Xfinity cellular services utilize the Verizon cellular network.



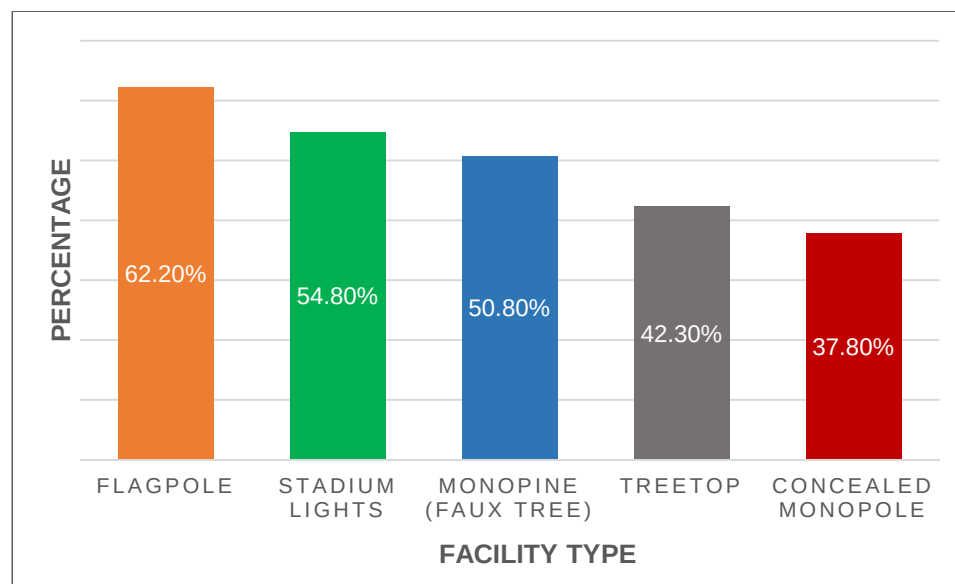
- b. **Coverage Concerns.** The chart below reflects that respondents highly value coverage quality and a strong majority have issues with both signal strength and call service quality.



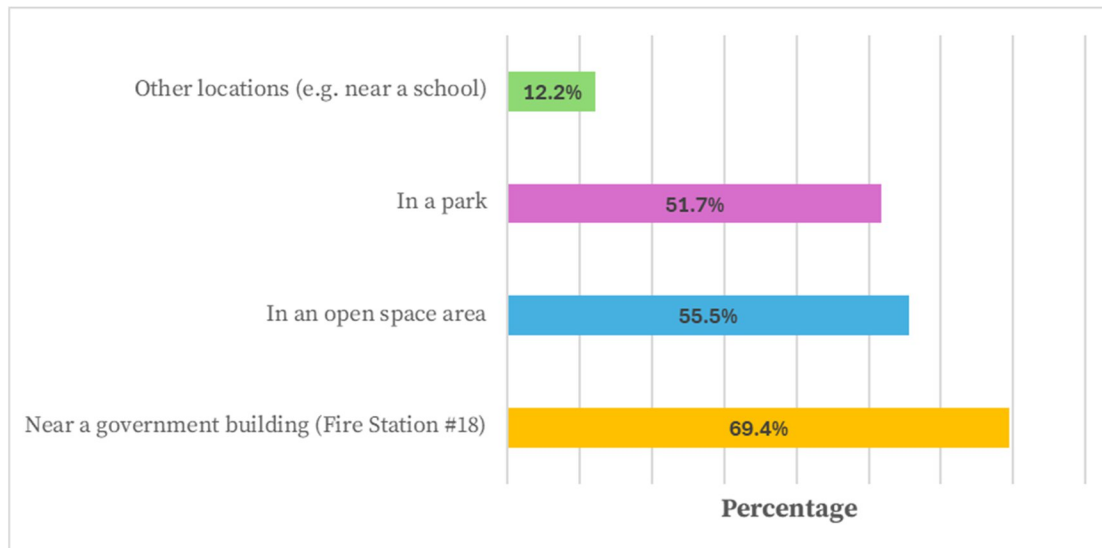
- c. **Community Support.** The survey reflects overwhelming support (92%) among respondents for the construction of a cell tower if it enhances cellular coverage and connectivity in the study area.



- d. **Design Preferences.** Respondents were also asked to select their preferred design for a potential new cell tower and its location. A flagpole, stadium lights, and monopine (faux tree) were the top three choices. Note that the survey allowed for multiple responses to the design and location preference questions.



- e. **Location Preferences.** Respondents indicated a strong preference for a cell tower located near Fire Station #18, with open space and a City park also scoring over 50%.



Analysis

Location:

In assessing potential locations for the facility, Staff utilized the vendor proposals received and considered resident feedback from the survey. Staff also surveyed the area in person and via the City's Geographic Information System and considered the feasibility of construction. Staff's findings are summarized below.

- Location 1: Near a Government Building identified as Fire Station #18

Assessment: This location is not ideal due to aesthetic concerns. Vendor proposals placed the facility directly adjacent to the Fire Station located along Fallon Road. However, there are few large trees and natural topography that help screen the facility from view. Staff's assessment is that this location is not ideal.

- Location 2: Open Space

Assessment: The open space land owned by Dublin San Ramon Services District (DSRSD) north of Dublin Ranch Golf Course along Fallon Road is not a suitable location for the facility due to three main concerns:

- Its proximity to the southern region of the study area would limit coverage and service levels.
- The required height of any structure to meet service needs would exceed that of other proposed locations.
- A facility here would not require a Site Lease Agreement with the City, resulting in no revenue for the City.

- Location 3: City Park

Assessment: The identified location is the strongest option for the following reasons:

- It allows the facility to blend into the natural surroundings.
- It is sufficiently removed from street frontage.

Most importantly, it is centrally located, offering the best coverage and service.

Based on the analysis, Staff believes that the preferred location for a wireless telecommunication facility in eastern Dublin is the northern part of Fallon Sports Park, near Field C (Figure 2).

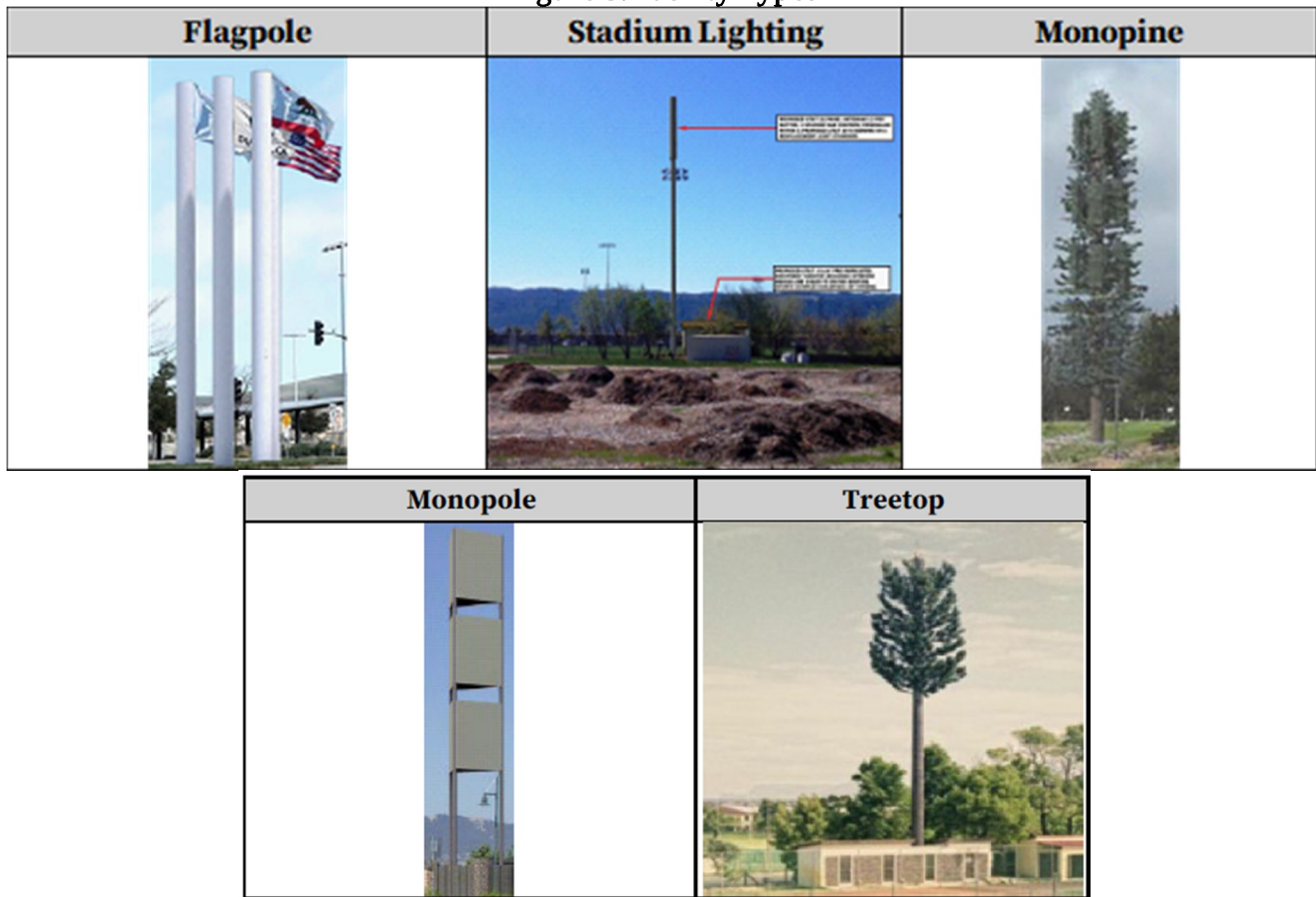
Figure 2. Proposed Location



Facility Type:

In addition to evaluating potential locations, Staff reviewed and analyzed the design options presented in the proposals, including a flagpole, stadium lights, monopine (faux tree), monopole, and tree top. Staff focused on aesthetics, height concerns, site impact, and the number of facilities required to achieve adequate service levels. Images of the facility types are provided in Figure 3, and a detailed analysis of each proposed wireless design is provided in Attachment 2.

Figure 3. Facility Types



After careful review and consideration of the proposed designs and locations, Staff recommends the monopine (faux tree) as the preferred option for the wireless facility, based on its aesthetic compatibility, functional capacity, and minimal visual impact. The monopine blends more naturally into the surrounding landscape and can support three to four carriers on a single structure, reducing the need for multiple towers. The proposed location – near Field C at the northern edge of Fallon Sports Park – would be partially screened by trees from view from Fallon Road and out of view from Gleason Road, limiting visibility for both pedestrians and drivers. While the facility would be visible from the nearby ball fields, the carrier equipment would be concealed within the tree’s canopy, preserving visual harmony within the park. The structure would also be set back from adjacent residential neighborhoods, further minimizing its impact. Figures 4 and 5 below show two different perspectives of the proposed monopine – one from Fallon Road, traveling north, and the other from within Fallon Sports Park.

Figure 4. Proposed Monopine
(view travelling north on Fallon Road past Fire Station 18)



**Figure 5. Proposed Monopine
(view from within Fallon Sports Park – Field C)**



Community Benefits:

Beyond addressing infrastructure needs, the proposed wireless telecommunication facility will deliver meaningful benefits to eastern Dublin. As the area continues to grow, reliable wireless service has become increasingly important for residents, businesses, and visitors. The new facility will improve service by addressing existing coverage limitations, reducing dropped calls, and increasing data speeds.

An additional community benefit would be the generation of revenue through a lease or revenue sharing agreement with the selected contractor. The City has seen similar benefits in the past. For example, in 2001, the City entered into a site lease agreement with Sprint (now STC Five LLC) for the construction and operation of a wireless telecommunication facility at Shannon Park. Beginning July 2002, the City began receiving monthly lease payments, which included annual Consumer Price Index (CPI) adjustments. In 2020, the City executed a third amendment to the agreement, increasing the monthly rent to \$2,653 and securing a one-time community benefit payment of \$10,000.

Next Steps

Depending on City Council's direction, Staff is prepared to move forward with the selection of a contractor from the submitted proposals and begin negotiations on a site lease or revenue sharing agreement, which will also include a community benefit payment. The finalized agreement will be brought to a future City Council meeting for approval.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council agenda was posted.

ATTACHMENTS:

- 1) Community Survey Example
- 2) Wireless Design Facility Matrix



Cellular Service Coverage Survey

INTRODUCTION

The City of Dublin is asking residents in parts of Eastern Dublin to take a survey about their cellular service coverage. The City would like to better understand if the current service coverage meets your needs or if more cellular towers are needed to improve the service coverage in the study area. Please see the map for the area being studied.

This is only a survey to collect data, and no project has been permitted or approved.

Before you begin: You can only respond to the survey once per device; this means no one else in your household can answer the survey using the same computer, phone, tablet, or device you are currently using. The survey will take less than 10 minutes to complete.



Cellular Service Coverage Survey

SURVEY

* 1. Are you a resident of Dublin?

☐ Yes

☐ No



Cellular Service Coverage Survey

2. How important is it to have quality cellular service coverage?

- ☐ Extremely important
- ☐ Very important
- ☐ Somewhat important
- ☐ Not so important
- ☐ Not at all important



Cellular Service Coverage Survey

DEMOGRAPHICS

* 3. How many people live in your household?

☐ 1-2

☐ 3-4

☐ 5+

* 4. Please select your age range from the list below.

☐ 18-29

☐ 30-49

☐ 50-59

☐ 60-69

☐ 70+

* 5. Do you rent or own your home?

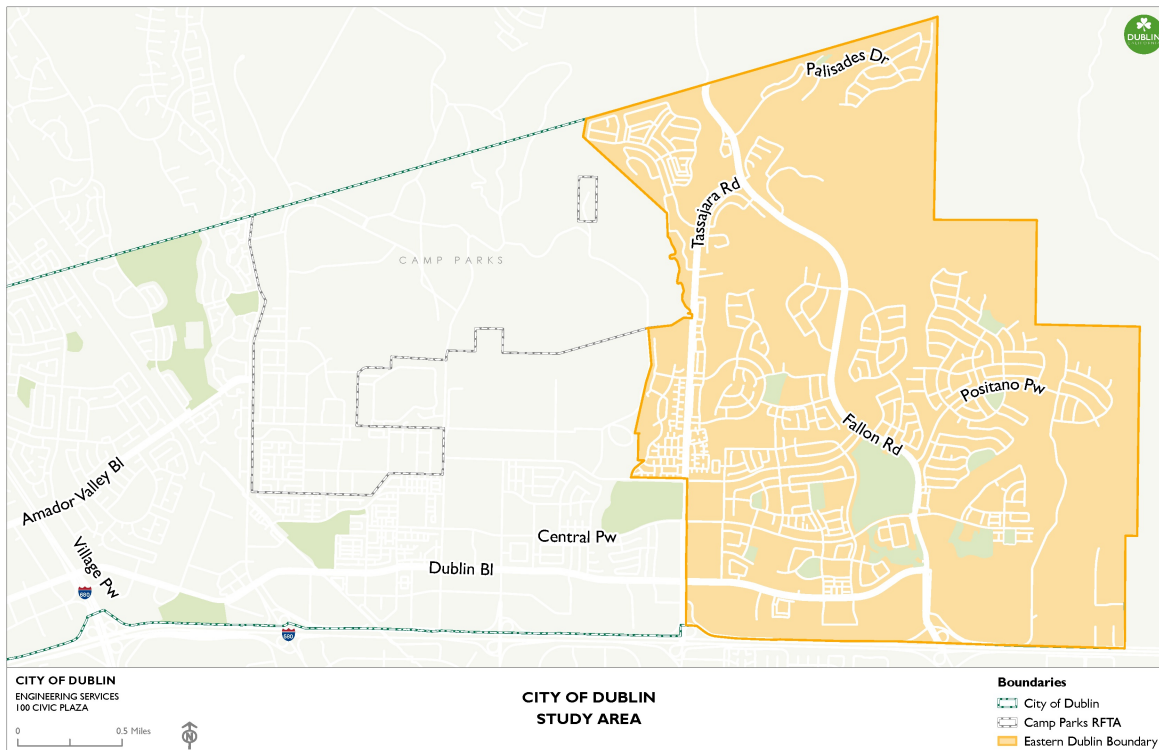
☐ Rent

☐ Own

* 6. How many devices are in your household that use cellular service?

- ☐ 1-2
- ☐ 3-5
- ☐ 6-9
- ☐ 10+

City of Dublin Study Area



* 7. Using the study area map above, which answer best describes where you live?

- ☐ I live within the study area, shaded yellow, on the map.
- ☐ I live in the non-shaded area on the map (unshaded).

* 8. What is the intersection closest to your home (ex: Ridgefield Way & Madden Way)?



Cellular Service Coverage Survey

CELLULAR SERVICE COVERAGE

The next few questions will focus on your cellular service coverage

* 9. My **cellular carrier** is (check all that apply)

☐ AT&T

☐ Verizon

☐ T-Mobile/Sprint

☐ Xfinity

☐ Consumer Cellular

☐ Mint

☐ Cricket

☐ Other (please specify)

* 10. My **cellular carrier's** signal strength where I reside is:

☐ Excellent (4-5 bars)

☐ Good (3 bars)

☐ Fair (2 bars)

☐ Poor (1 bar)

* 11. My **cellular carrier's** service where I reside is:

- ☐ Excellent (Calls never drop)
- ☐ Good (Calls rarely drop)
- ☐ Fair (Calls occasionally drop)
- ☐ Poor (Calls frequently drop)

* 12. My **cellular carrier's** data service where I reside is:

- ☐ Excellent (I can **Always** upload, download, and stream simultaneously)
- ☐ Good (I can **Usually** upload, download, and stream simultaneously)
- ☐ Fair (I can **Rarely** upload, download, and stream simultaneously)
- ☐ Poor (I can **Never** upload, download, and stream simultaneously)

* 13. Using your **cellular carrier**, do you struggle with download speeds or accessing the internet in the defined study area?

- ☐ Yes
- ☐ No
- ☐ I don't know
- ☐ Not Applicable

* 14. The quality of **service** provided by my cellular carrier is important to me?

- ☐ Strongly Agree
- ☐ Agree
- ☐ Neutral
- ☐ Disagree
- ☐ Strongly Disagree



Cellular Service Coverage Survey

WI-FI COVERAGE AND SERVICE

The following questions will be specific to Wi-Fi Coverage and Service

* 15. Who provides your Wi-Fi coverage?

- ☐ AT&T
- ☐ Xfinity
- ☐ T-Mobile Home Internet
- ☐ HughesNet
- ☐ Viasat
- ☐ Starlink
- ☐ Unwired LTD
- ☐ Etheric Networks
- ☐ Other (please specify)

* 16. Do you rely on **Wi-Fi calling** on your mobile device to improve your cellular carriers' service at your residence?

- ☐ Yes
- ☐ No



Cellular Service Coverage Survey

CELLULAR TOWER OPTIONS

The following questions will be specific to a Cell Phone Tower. Please remember that the City is simply gathering data. There is currently no project that has been approved.

* 17. Would you support the construction of a **cell phone tower** if it could enhance **cellular coverage** and connectivity in the defined study area?

☐ Yes

☐ No

☐ Other (please specify)



Cellular Service Coverage Survey

LOCATIONS

The following questions will be specific to the type and location of a possible cell phone tower.

* 18. Please indicate your preferred location(s) for a cell phone tower. Select all that apply.

- ☐ Near a government building (example: Dublin Fire Station #18 at 4800 Fallon Rd)
- ☐ In a park (such as Fallon Sports Park)
- ☐ In an Open Space Area
- ☐ Other (please specify)

* 19. Which of the following cell phone tower designs would you support? Select all that apply.



a. Treetop



b. Monopine (Faux Tree)



c. Stadium Lights



d. Concealed Monopole



e. Flagpole



Cellular Service Coverage Survey

COMMENTS

Thank you for your time in completing this survey.

20. Are there any other **cellular carrier** coverage issues or concerns that you would like to share? (Optional)

If you would like to receive notifications surrounding this topic, please provide your name and email below to be added to the “Eastern Dublin Wireless Facility” email list.

21. Name

22. Email

Wireless Facility Design Matrix

Structure	Photo Simulation	Aesthetics	Height Concerns	Impact on Location	Facilities Needed
Flagpole		Individual flagpole structures would need to be 40+" in diameter, making them bulky and inconsistent with other City flagpoles.	To accommodate equipment and multiple carriers, the tower would need to be 100+'. Structure could be shorter if hosting a single carrier.	If single structure, there would be limited impact. If multiple structures needed, for multiple carriers, more facilities and equipment sheds would be required.	Likely multiple flagpoles needed to achieve service needs of community. Three to four structures would be needed, with multiple equipment sheds.
Stadium Lighting		Equipment is concealed but held within a large cylinder above the light fixture.	Light structures would be replaced with new lights topped with cellular equipment, topping out at approximately 100'.	Each light fixture would be limited to one carrier, meaning each carrier would require an individual light structure. Replacing light structures could be disruptive to park and sports activities.	One light structure with topped cellular equipment and one equipment shed per carrier.
Monopine (Faux Tree)		Blends into natural surroundings and conceals equipment.	Structure would need to be 75' in height, depending on installation location. Could accommodate multiple carriers in one structure.	Facility footprint would be limited to the structure and equipment shed. The faux canopy would create wider footprint, but would be off the ground.	One tower and one equipment shed required for four carriers.
Monopole		Sleek, but more industrial looking design. Would stand out in any location and not blend into natural surroundings.	65' structure proposed, but would only accommodate one carrier. If additional carriers were added, the height would need to be increased.	Small footprint with only one structure and equipment shed needed.	One tower and one equipment shed required for single carrier.
Concealed Building Façade		Structure would not blend in to natural surroundings nor fully match the aesthetics of surrounding buildings.	Structure proposed was 86' in height. Could accommodate multiple carriers in one structure.	Structure would only fit near at Fire Station #18. No flexibility for other locations with aesthetic concerns.	One structure and one equipment shed required for four carriers.

Eastern Dublin Wireless Telecommunication Facility Survey Results and Proposed Next Steps

April 1, 2025



Background



Ongoing
Telecommunications
Coverage Concerns



Existing Facilities



2014 project to address
gaps in coverage



Spring 2024 – City Council
Request



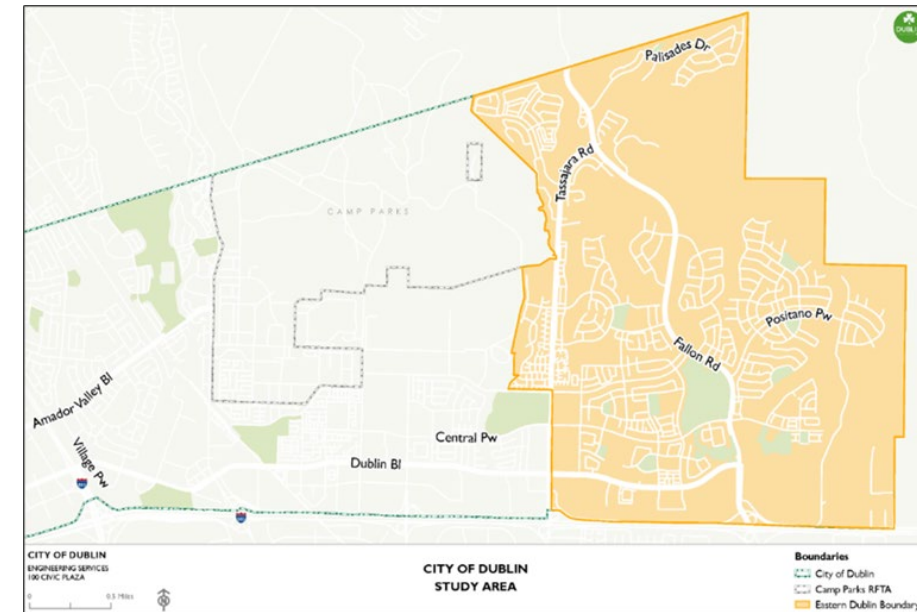
Vendor Proposals

- July 2024 – Notice Accepting Proposals
- Four proposals were received
 - Preferred locations
 - Fire Station #18 and Fallon Sports Park
 - Design Considerations
 - Single and multi-carrier options
 - Flagpole
 - Stadium Lights
 - Monopine (Faux Tree)



Survey Results and Analysis

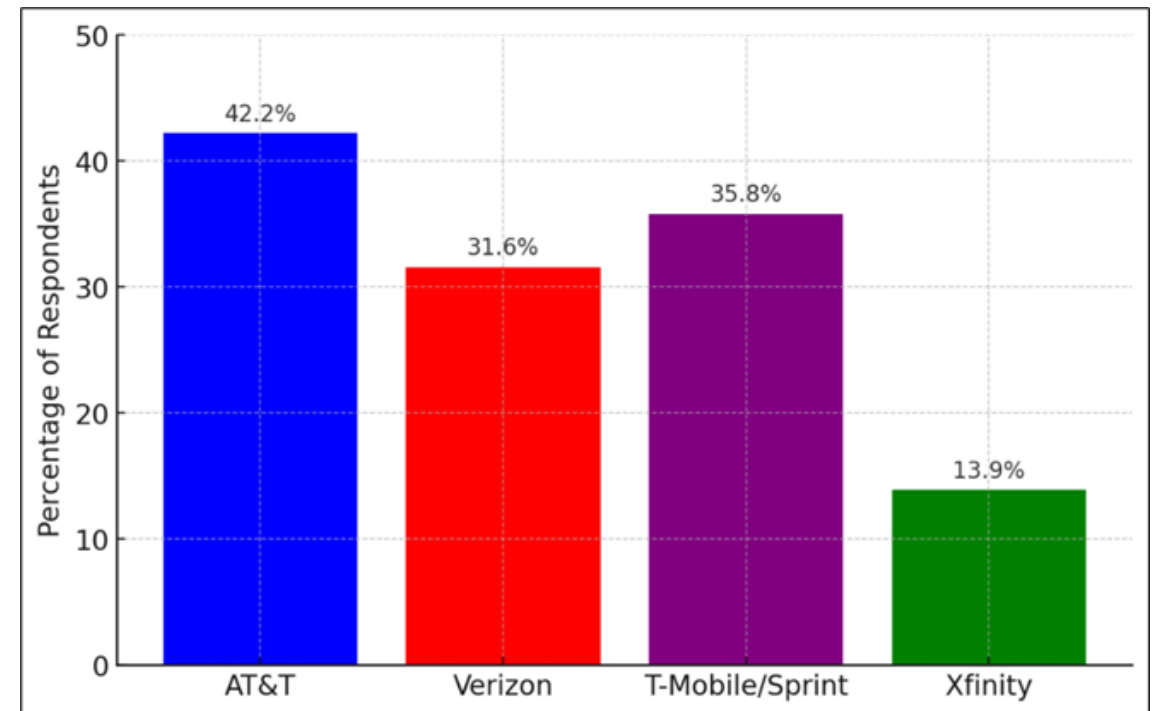
- November 2024 – Community Survey Launched
 - Mailers
 - Social Media
 - Dublin Digest
- 2,108 Dublin Resident Responses
 - 93% from defined study area.



Survey Results and Analysis, 2

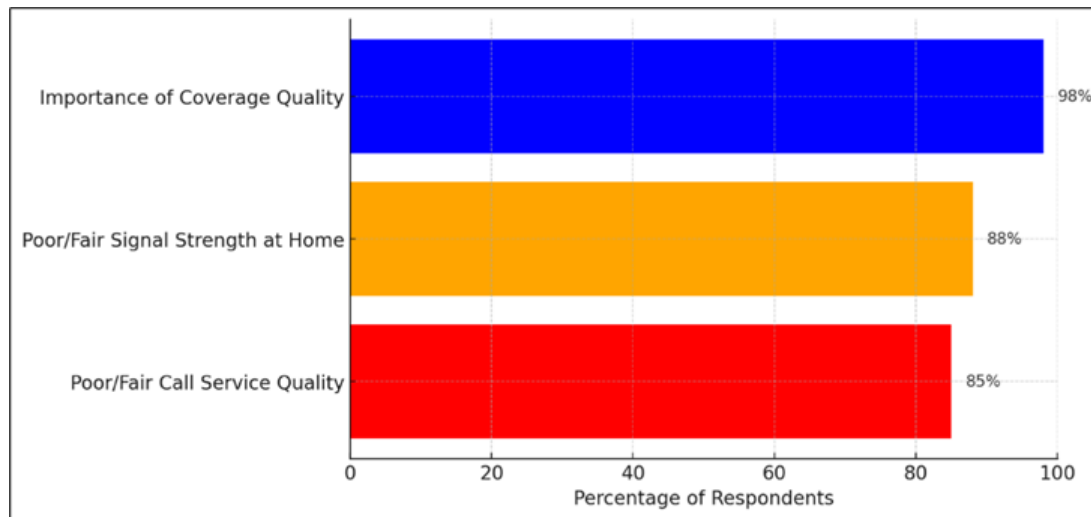
- Overall, respondents were in favor of a wireless telecommunication facility.
- Coverage and service are extremely or very important to majority of respondents.
- Survey allowed for multiple selections on certain questions.

Residents' Carriers

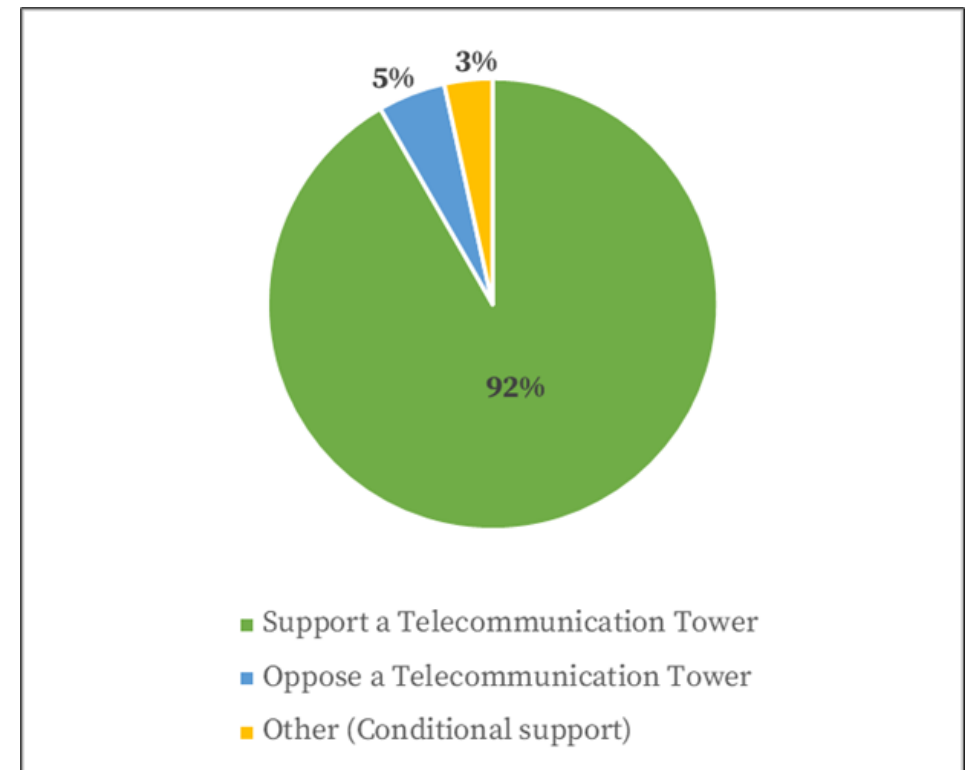


Survey Results and Analysis, 3

Coverage Concerns

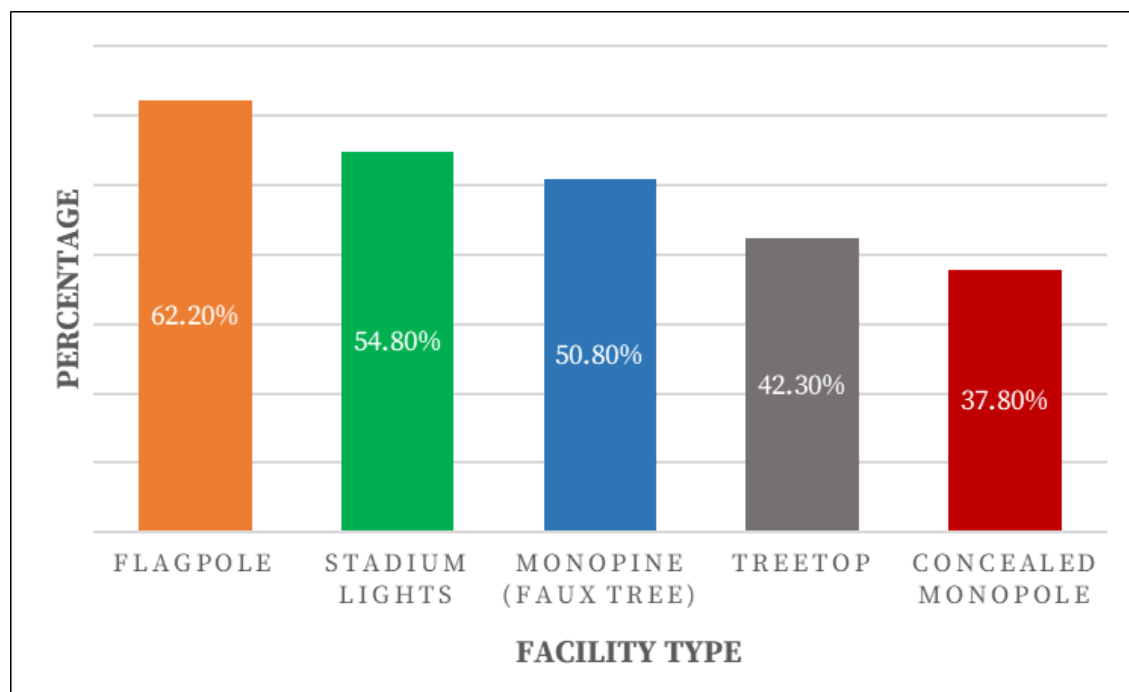


Community Support

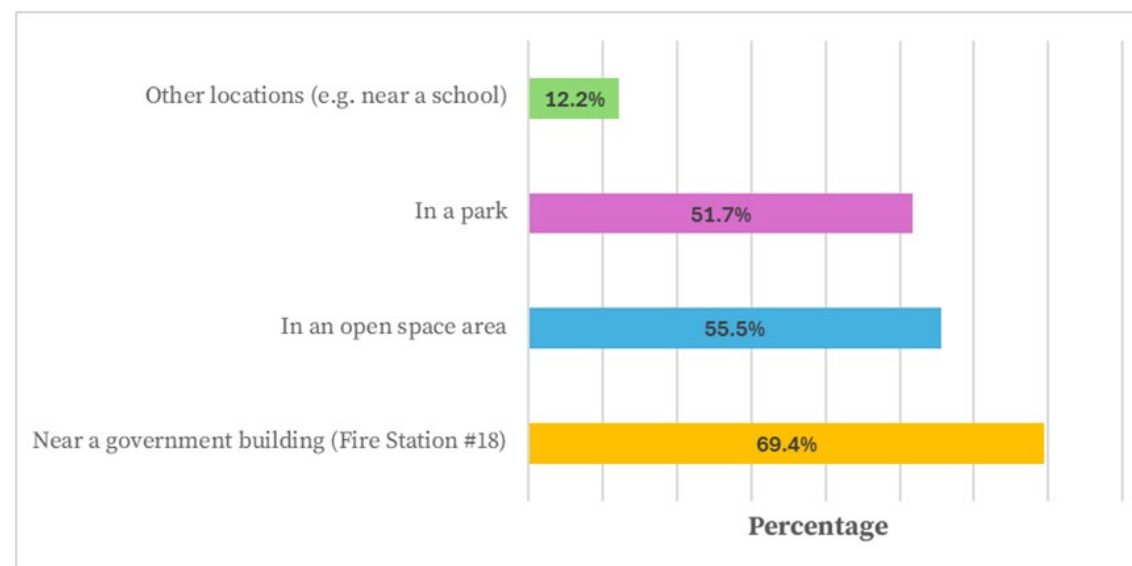


Survey Results and Analysis, 4

Design Preferences



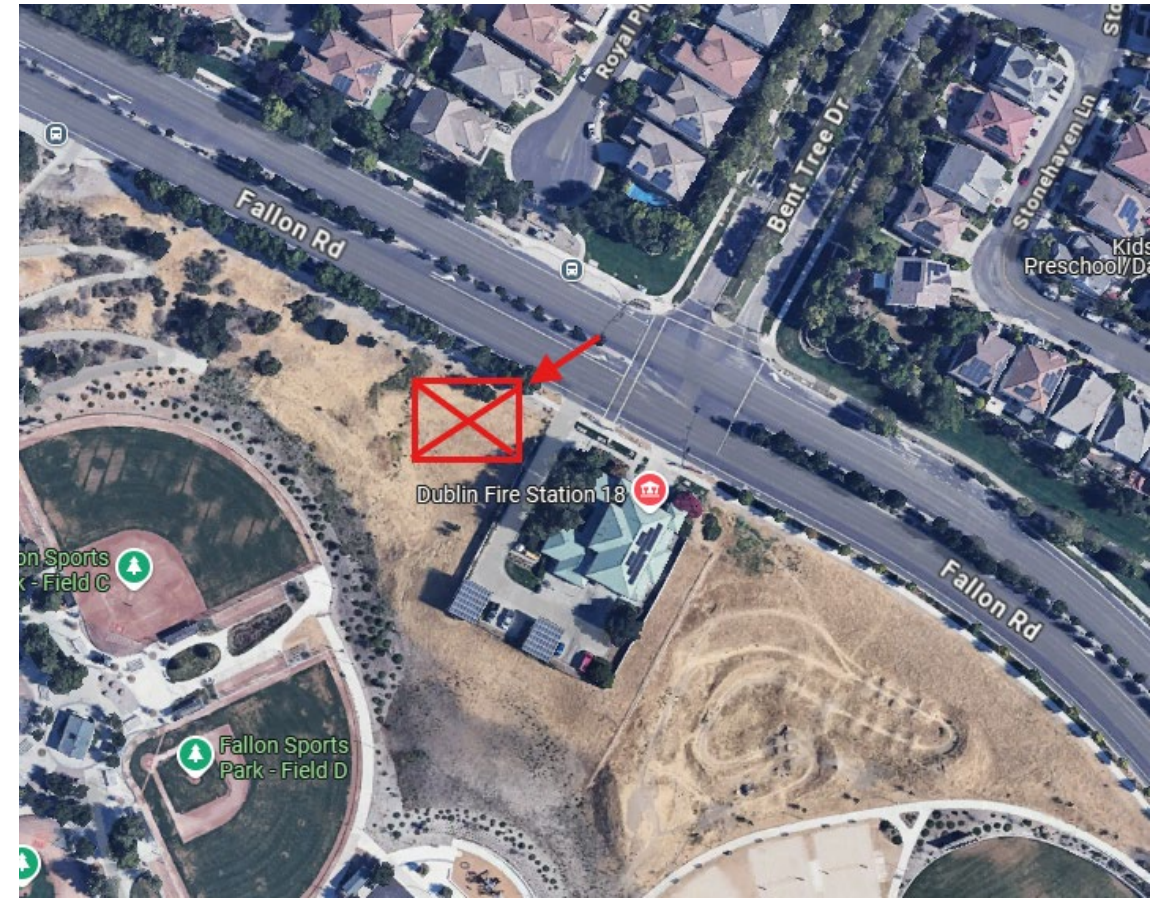
Location Preferences



Facility Location Analysis

Location 1: Near a Government Building (Fire Station #18).

- Aesthetic Concerns
 - Situated on Fallon Road
 - Viewable from street frontage and residences
- Centrally located in eastern Dublin.



Facility Location Analysis

Location 2: Open Space

- DSRSD Open Space off Fallon Road
- Concerns:
 - Proximity to southern region would limit coverage and service levels.
 - Required height would exceed that of the other proposed locations.
 - No Site Lease Agreement – No Revenue.



Facility Location Analysis

Location 3: City Park

- Facility blends into natural surroundings.
- Sufficiently removed from street frontage.
- Limited visual impact from street and residences.
- Centrally located in eastern Dublin.



Design Analysis

Option I: Flagpole

- Size concerns:
 - Up to 100 ft tall
 - Up to 40 in diameter
- Single carrier per flagpole.
- To accommodate need, would require multiple poles.



Design Analysis, 2

Option 2: Stadium Lighting

- Concealed above light fixtures.
- Height concerns – up to 100 ft tall.
- Single carrier per fixture.
- To accommodate need, would require multiple light fixtures.



Design Analysis, 3

Option 3: Monopine (Faux Tree)

- Conceals equipment and blends into surroundings.
- Multiple carriers on one facility – limited footprint.
- Height – up to 75 ft tall.



Design Analysis, 4

Option 4: Monopole

- Industrial looking – does not blend into surroundings.
- Multiple carriers on one facility – limited footprint.
- Height concerns with multiple carriers – up to 100 ft with 3+ carriers or 65 ft with one carrier.



Design and Location Recommendation

Design Recommendation

- Monopine (Faux Tree) option
 - Aesthetic compatibility
 - Blends into natural landscape
 - Minimal visual impact
 - Functional capacity
 - Multiple carriers on one structure



Design and Location Recommendation, 2

Location Recommendation

- Fallon Sports Park
 - Near Field C at northern end of park.
 - Minimal visual impact to pedestrians and drivers.
 - Set back from residences.



Design and Location Recommendation, 3



Community Benefits

- Reliable wireless service for many residents, businesses, and visitors:
 - Reduction in dropped calls
 - Increase in data speeds
 - Increase in call reliability
- Site Lease / Revenue Sharing Agreement



Next Steps

- If direction is provided to move forward:
 - Selection of contractor from submitted proposals.
 - Negotiation of Site Lease or Revenue Sharing Agreement.
 - Final agreement brought to future City Council meeting for approval.



Staff Recommendation

- Receive the report and provide direction on a Monopine (Faux) Tree wireless telecommunication facility at Fallon Sports Park.
- Questions?

