LIVERMORE
CALIFORNIA

CITY COUNCIL

AGENDA
MONDAY, APRIL 10, 2023

REGULAR HYBRID MEETING – 7:00 PM

CLOSED SESSION : 6:30 PM

MEETING PARTICIPATION INFORMATION CAN BE FOUND AT THE END OF THE AGENDA

IN PERSON INFORMATION:
CIVIC CENTER MEETING HALL
CITY COUNCIL CHAMBERS
1016 S. LIVERMORE AVENUE

TELECONFERENCE INFORMATION:
ZOOM WEBINAR:
https://us02web.zoom.us/j/83098211711
Zoom dial in phone number:
1 669 900 6833
Meeting ID: 830 9821 1711

CITY OF LIVERMORE YOUTUBE CHANNEL:
https://www.youtube.com/c/CityofLivermoreCalifornia

TV29:
Comcast TV Channel 29
tv29.org

John P Marchand, Mayor
Brittni Kiick, Vice Mayor
Ben Barrientos, Council Member
Evan Branning, Council Member
Robert W Carling, Council Member

1. CLOSED SESSION - 6:30PM

- Roll Call
- Opportunity for the the Public to Address City Council Regarding Closed Session Items
- Adjourn to Closed Session

Note: This Closed Session my be continued to the end of the Regular Meeting.

1.1 Conference with Legal Counsel - Anticipated Administrative Enforcement and Anticipated Litigation. To meet with legal counsel pursuant to Government Code section 54956.9(d)(4) to decide whether to initiate a City Tax Collector administrative enforcement action to collect unpaid business license taxes, or to initiate litigation, based on existing facts and circumstances, and to provide direction on a proposed settlement. (two cases.)

1. Unpaid Business Tax License Tax – Lawrence Livermore National Security, LLC, and settlement proposal.
2. Unpaid Business Tax License Tax – Sandia National Laboratory and settlement proposal.

1.2 Conference with Legal Counsel - Existing Litigation. To meet with legal counsel pursuant to Government Code section 54956.9(d)(1) to discuss litigation that has been formally initiated. (one case)

1. In Re: National Prescription Opiate Litigation, United States District Court, Northern District of Ohio, Eastern Division, MDL 2804, Case No. 1:17-MD-2804. Discussion and direction whether to register as an eligible Non-Litigating Subdivision to participate in the nationwide settlements that are proposed to resolve all opioids claims pending against Teva Pharmaceutical Industries Ltd, Allergan Finance, LLC and Allergan Limited, and the pharmacies CVS Health Corporation and CVS Pharmacy, Walgreens Co., Walmart Inc., and their respective parent, subsidiary, division, affiliates, joint ventures, predecessors, successors, and assigns. https://oag.ca.gov/opioids and https://nationalopioidsettlement.com/

2. CALL TO ORDER

ROLL CALL

Council Member Ben Barrientos
Council Member Evan Branning
Council Member Robert W. Carling
Vice Mayor Brittni Kiick
Mayor John Marchand

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Tournament draw for games in the 2023 Little League Intermediate World Series with

Kathleen Minser, Little League Intermediate World Series - Marketing & Media Director.

Recommendation:
Staff recommends the City Council administer the tournament draw for games in the 2023 Little League Intermediate World Series with Kathleen Minser, Little League Intermediate World Series - Marketing & Media Director.

3.2 Proclamation declaring April 2023 as Fair Housing Month presented to Steve Medeiros, President, Board of Directors of Bay East Association of REALTORS, Kevin McCallum, Vice-Chair of Local Government Relations Committee, and Mary Ann Rozsa, member of Local Government Relations Committee.

Recommendation:
Staff recommends City Council declare April 2023 as Fair Housing Month.

Staff Report
Attachments:
1. Proclamation

4. OPEN FORUM

- In conformance with the Brown Act, no City Council action can occur on items presented during Open Forum.
- To provide public comment in person, please submit a speaker card. When your name is called, walk to the lectern to address City Council.
- To provide public comment virtually, please log into Zoom and use the 'raise hand' feature.
- Comments are limited to a maximum of 3 minutes per person, per item. The Mayor may reduce the amount of time based on the number of persons wishing to speak.
- Comments are limited to one comment per person per item regardless of format or time submitted (this includes email and e-comment submissions prior to the meeting as well as live comments during the meeting).
- Open Forum will conclude after 30 minutes; however, if there are additional speakers, Open Forum will reconvene before the meeting adjourns.

5. CONSENT CALENDAR

Consent Calendar items are considered routine and are acted upon by the City Council with a single action. Members of the audience wishing to provide public input must submit a speaker card if in person or use the 'raise hand' feature if participating using Zoom. Comments are limited to one comment per person per item regardless of format or time submitted (this includes email and e-comment submissions prior to the meeting as well as live comments during the meeting).

5.1 Approval of draft minutes - March 6, 2023 Special Meeting, March 13, 2023 Regular Meeting, and March 27, 2023 Regular Meeting.

Recommendation:
Staff recommends the City Council approve the draft minutes.

Staff Report

Attachments:

1. 2023-03-06 Draft Minutes
2. 2023-03-13 Draft Minutes
3. 2023-03-27 Draft Minutes

5.2 Resolutions authorizing execution of agreements with Daniel B. Valiao and East Bay Municipal Consulting for engineering support services in amounts not-to-exceed $400,000 each.

Recommendation:

Staff recommends the City Council adopt resolutions authorizing the City Manager to execute agreements with Daniel B. Valiao and East Bay Municipal Consulting to provide on-call engineering support services for development projects and capital improvement projects. The terms of the agreements are from March 1, 2023 to June 30, 2025, in amounts not-to-exceed $400,000 each.

Staff Report

Attachments:

1. Resolution
2. Exhibit A - Agreement with Daniel B. Valiao (Signed)
3. Resolution
4. Exhibit A - Agreement with East Bay Municipal Consulting (Signed)

5.3 Resolution authorizing execution of an agreement with Frogparking, Inc., to supply and install parking guidance technology in the L Street Parking Garage in an amount not-to-exceed $295,384, as part of the Livermore Village Parking Garage Construction, Project 586003.

Recommendation:

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an agreement with Frogparking Inc, to supply and install parking guidance technology in the L Street Parking Garage in the not-to-exceed amount of $295,384 as part of the Livermore Village Parking Garage Construction, Project 586003.

Staff Report

Attachments:

1. Site Plan
2. Resolution
3. Exhibit A - Agreement with Frogparking Inc.

5.4 Resolution authorizing execution of an agreement with Shute, Mihaly, and Weinberger LLP to provide planning services and legal advice for Development Code amendments and objective design standards to implement new state housing laws and Livermore's Housing Element, in an amount not-to-exceed $245,640.

Recommendation:

Staff recommends the City Council adopt a resolution authorizing execution of an agreement

with Shute, Mihaly, and Weinberger LLP to provide planning services and legal advice for Development Code amendments and objective design standards to implement new state housing laws and Livermore's Housing Element. The term of the agreement is from May 1, 2023 to May 1, 2025, in an amount not-to-exceed $245,640.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Draft Agreement with Scope of Work

5.5 Resolution directing the City Engineer to file the Annual Engineer's Report for the City's Landscape Maintenance Districts.

Recommendation:
Staff recommends the City Council adopt a resolution directing the City Engineer to file the Annual Engineer's Report for the City's Landscape Maintenance Districts.

Staff Report
Attachments:
1. Resolution

5.6 Resolution designating Laserfiche and Accela as Trusted Systems for the management of the City's official records in electronic format and the automation of retention requirements.

Recommendation:
Staff recommends the City Council adopt a resolution designating Laserfiche and Accela as Trusted Systems for the management of the City's official records and the automation of retention requirements.

Staff Report
Attachments:
1. Livermore Records and Information Management Policy
2. Resolution
3. Exhibit A - City Clerk procedure for saving official records to Laserfiche
4. Exhibit B - City Clerk procedure for deletion of obsolete records from Laserfiche
5. Exhibit C - Planning Procedure for Saving Records into Accela
6. Exhibit D - Planning Procedure for Deleting Records from Accela
7. Exhibit E - Building - Procedure for Saving Records into Accela
8. Exhibit F - Engineering - Procedure for Saving Records into Accela
9. Exhibit G - Engineering - Procedure for Deleting Records from Accela

6. PUBLIC HEARINGS

Comments are limited to one comment per person per item regardless of format or time submitted (this includes email and e-comment submissions prior to the meeting as well as live comments during the meeting).

6.1 Hearing to receive and consider protests and direct staff to proceed with field abatement work on non-compliant properties under the 2023 Fire Hazard Abatement Program.

Recommendation:
Staff recommends City Council consider all protests, and if City Council finds appropriate, adopt a resolution overruling protests, and direct staff to proceed with necessary weed abatement on all parcels requiring abatement.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - List of Parcels & Property Owners

7. MATTERS FOR CONSIDERATION

Comments are limited to one comment per person per item regardless of format or time submitted (this includes email and e-comment submissions prior to the meeting as well as live comments during the meeting).

7.1 Resolution receiving the Annual Review of Military Equipment Report, determining that the equipment identified in the report complies with applicable standards, and authorizing the Military Equipment Ordinance 2.36.200 to be renewed and remain in effect.

Recommendation:
Staff recommends City Council:

1. Accept the 2022 Annual Military Equipment Report;
2. Determine that the equipment identified in the report complies with the City's policy and the statutory requirements, and
3. Review Ordinance 2.36.200 and vote on whether to renew the ordinance.

Staff Report
Attachments:
1. Livermore Police Department Policy 709 - Military Equipment
2. 2022 Military Equipment Inventory
3. Ordinance 2.36.200
4. Resolution
5. Exhibit A - 2022 Annual Military Equipment Report

7.2 Discussion and Direction regarding Comprehensive General Plan Update - Land Use Alternatives Evaluations and a Resolution amending the General Plan Advisory Committee Rules of Procedure.

Recommendation:
Staff recommends the City Council:

1. Receive a report from staff on the status of the comprehensive General Plan Update and the land use alternatives evaluation process,
2. Direct staff to include the geographic area east of Greenville Road in the evaluation study for the General Plan Update; and
3. Adopt a resolution amending the General Plan Advisory Committee Rules of Procedure

reducing the number of members to thirteen, except that in the event of a future vacancy the committee's membership will be reduced to the number of remaining members, and adjusting the number required to constitute a quorum to a majority of members.

Staff Report

Attachments:

1. September 12, 2022, City Council Report on Draft Land Use Alternatives
2. Initial Findings Memo
3. Committee Feedback Summary
4. Letter from TOPCON dated February 14, 2023
5. Resolution
6. Exhibit A - General Plan Advisory Committee Revised Rules of Procedure 2023

8. COUNCIL COMMITTEE REPORTS AND MATTERS INITIATED BY CITY MANAGER, CITY ATTORNEY, STAFF, AND COUNCIL MEMBERS

9. ADJOURNMENT

To a Special City Council meeting on Monday, April 17, 2023 at 5:00 pm, and a Regular City Council meeting on Monday, April 24, 2023 at 7:00 pm at the Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue and virtually using Zoom.

10. SUPPLEMENTAL MATERIALS

10.1 Supplemental materials received prior to the meeting.

Staff Report

Attachments:

1. Supplemental Materials

11. HOW TO PARTICIPATE IN YOUR CITY COUNCIL MEETING

You can participate in the meeting in a number of ways:

Open Forum is an opportunity for the public to speak regarding items not listed on the agenda. Speakers are limited to a maximum of 3 minutes per person. To address the City Council in person, you must submit a speaker card to the City Clerk prior to the start of that item. To submit a comment using Zoom, you may use the 'raise hand' feature when the item begins. Please note that the City Council is prohibited by State law from taking action on any items that are not listed on the agenda. However, if your item requires action, the City Council may place it on a future agenda or direct staff to work with you and/or report to the City Council on the issue.

Public Hearings - The topic of the hearing is typically summarized by staff, followed by a presentation by the applicant, and questions from the City Council. The Mayor will then open the hearing to the public and offer an opportunity for public comments. Speakers are limited to a maximum of 3 minutes per person. To address the City Council in person, you must submit a speaker card to the City Clerk prior to the start of the presentation of the item. To submit a comment using Zoom, you may use the 'raise hand' feature as soon as the item begins.

Other Agenda Items are also open for public input including Consent Calendar or Matters for Consideration items. These comments are also subject to the 3-minute limit.

Special Meetings, Workshops - The public will have the opportunity to address the City Council regarding the item that is the subject of the special meeting or workshop. Public comments are limited to a maximum of 3 minutes per person.

Platforms to Participate in Meetings:

Submission of Comments Prior to the Meeting:

Email Comments may be submitted by the public to the City Clerk's Office (cityclerk@LivermoreCA.gov). Items received no later than 12:00 pm on the day of the meeting will be provided to the City Council and available on the City website prior to the meeting. These items will NOT be read into the record.

eComments may be submitted by the public using the eComment link here. Comments may be up to 1000 characters in length and will be accepted up until 4:00 pm the day of the meeting. These items will NOT be read into the record and are viewable by the City Council and the public upon submittal.

Submission of Comments During the Meeting:

Speakers are limited to a maximum of 3 minutes per person. To submit a comment in person, you must complete a speaker card for each item. Speaker cards are available in the Civic Center Meeting Hall lobby. Indicate on the card the item number you wish to comment on and submit the card directly to the City Clerk prior to the start of the item. To submit a comment using Zoom, you may use the 'raise hand' feature. Please note that the City Council is prohibited by State law from taking action on any items that are not listed on the agenda. However, if your item requires action, the City Council may place it on a future agenda or direct staff to work with you and/or report to the City Council on the issue.

The City will be using YouTube and TV29 as two tools to provide the public access to view City Council meetings. No public comment will be accepted via YouTube.

TV29: tv29live.org Comcast Cable 29

YouTube: http://youtube.com/c/CityofLivermoreCalifornia

Zoom Webinar: https://us02web.zoom.us/j/83098211711
It is recommended residents use updated software to successfully join and participate in a meeting. Outdated versions may limit functionality and you may not be able to provide a public comment virtually. To download the most current version, visit zoom.us/download.

Zoom dial in phone number: 1 669 900 6833
Meeting ID: 830 9821 1711

If you would like to deliver written materials to the City Council as part of your public comments, and are commenting in person, please provide 10 copies to the City Clerk with your speaker card. If you are commenting using Zoom, the speaker must identify that intent in his or her comment and immediately email the materials to the City Clerk at cityclerk@LivermoreCA.gov.

The **City Council Agenda and Agenda Reports** are prepared by City staff and are available for public review on Tuesday evening, six days prior to the City Council meeting in the Civic Center Library, 1188 South Livermore Avenue, Livermore, and at the City Clerk's Office, 1052 South Livermore Avenue, Livermore. The Agenda is also available on the City's website, http://LivermoreCA.gov/agenda.

Under Government Code §54957.5, any **supplemental material** distributed to the members of the City Council after the posting of this agenda will be available for public review in the City Clerk's Office, 1052 South Livermore Avenue, Livermore, and included in the agenda packet available on the City's web site at http://LivermoreCA.gov/agenda.

PURSUANT TO TITLE II OF THE AMERICANS WITH DISABILITIES ACT (CODIFIED AT 42 UNITED STATES CODE SECTION 12101 AND 28 CODE OF FEDERAL REGULATIONS PART 35), AND SECTION 504 OF THE REHABILITATION ACT OF 1973, THE CITY OF LIVERMORE DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, ANCESTRY, SEX, DISABILITY, AGE OR SEXUAL ORIENTATION IN THE PROVISION OF ANY SERVICES, PROGRAMS, OR ACTIVITIES. TO ARRANGE AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING, PLEASE CONTACT THE ADA COORDINATOR AT ADACOORDINATOR@LIVERMORECA.GOV OR CALL (925) 960-4170 (VOICE) OR (925) 960- 4104 (TDD) AT LEAST THREE (3) BUSINESS DAYS IN ADVANCE OF THE MEETING.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 3.2**

DATE: April 10, 2023

TO: Honorable Mayor and City Council

FROM: Christine Martin, Assistant City Manager

SUBJECT: Proclamation declaring April 2023 as Fair Housing Month presented to Steve Medeiros, President, Board of Directors of Bay East Association of REALTORS, Kevin McCallum, Vice-Chair of Local Government Relations Committee, and Mary Ann Rozsa, member of Local Government Relations Committee.

RECOMMENDED ACTION

Staff recommends City Council declare April 2023 as Fair Housing Month.

SUMMARY

DISCUSSION

ATTACHMENTS

1. Proclamation

Prepared by: Stephanie Egidio
Assistant to the City Manager

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

Proclamation

of the

City of Livermore

Proclaiming

Fair Housing Month

April 2023

***WHEREAS**, the passage of the Fair Housing Act in 1968 enshrined into federal law the goal of eliminating racial segregation and ending housing discrimination in the United States. 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, benefitting the environment and our social fabric. 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 repugnant to a common sense of decency and fairness; and*

***WHEREAS,** the City of Livermore is an inclusive community committed to fair housing promoting appropriate activities by private and public entities intended to provide or advocate for equal housing opportunities for all residents and prospective residents of the State of California;*

***NOW THEREFORE,** the City Council of the City of Livermore, proclaims the month of April 2023 as Fair Housing Month.*

Mayor John Marchand

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

Vice Mayor Brittni Kiick

Council Member Ben Barrientos

Council Member Evan Branning

Council Member Robert W. Carling

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.1**

DATE: April 10, 2023

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Approval of draft minutes - March 6, 2023 Special Meeting, March 13, 2023 Regular Meeting, and March 27, 2023 Regular Meeting.

RECOMMENDED ACTION

Staff recommends the City Council approve the draft minutes.

SUMMARY

DISCUSSION

ATTACHMENTS

1. 2023-03-06 Draft Minutes
2. 2023-03-13 Draft Minutes
3. 2023-03-27 Draft Minutes

Prepared by: Marie Weber
Deputy City Manager/City Clerk

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

MINUTES

LIVERMORE
CALIFORNIA

CITY COUNCIL
MARCH 6, 2023

SPECIAL MEETING

1. CALL TO ORDER – The meeting of the City Council was called to order by Mayor John Marchand at 5:00 pm, held in person at 1016 S. Livermore Avenue and remotely using Zoom and YouTube.

2. ROLL CALL – Present: Mayor John Marchand, Vice Mayor Brittni Kiick and Council Members Ben Barrientos, Evan Branning and Robert W. Carling.

3. SPECIAL MEETING ITEM

AN OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE CITY COUNCIL REGARDING THE SPECIAL MEETING ITEM WILL BE PROVIDED BY THE MAYOR.

3.1 Presentation and discussion of the City of Livermore Five-Year (2023-2028) Strategic Plan and Financial Plan, and results of the 2022 National Communities Survey.

Recommendation:
Staff recommends the City Council provide input on the City of Livermore's Five-Year (2023-2028) Strategic Plan and Financial Plan, along with the 2022 National Communities Survey results, in preparation for the biennial (2023-25) budget development.

Mayor Marchand opened the public comment period.

There were no speakers, and the comment period was closed.

Assistant City Manager Christine Martin and Administrative Services Director Tina Olson provided the staff presentation.

THE CITY COUNCIL RECEIVED THE PRESENTATION AND PROVIDED THE FOLLOWING FEEDBACK:

Pillar 1 – A Safe Community That Thrives	• Goal 2: Mention LPD Community Academy and volunteer program under the relevant objective. • Goal 2: add an objective to "Build on the City's existing efforts through crisis response teams to help people in a mental health crisis"

	• Goal 7: First objective needs "Very Low" added to the list of income levels. • Goal 8: ○ Add an objective to "Seek additional funding for services in Livermore" ○ Add an objective to "Facilitate efforts of regional non-profits to find sustainable resources to provide physical and mental health care for Livermore residents" - Coordinate with Alameda County who is equip for this. ○ Add an objective to "Facilitate partnerships, co-ordination, and communication between non-profits serving Livermore." • Goal 9: Add a workplan item in "Shift fees to per sqft from per unit where feasible to promote a variety of development options" • ~~Goal 14~~ (or maybe 10) Add an objective to "Update Active Transportation Plan and city ordinances to improve road safety" • Goal 10 – Consider moving Transportation and Traffic Safety under public safety.
Pillar 2 – Economy That Prospers	• Goal 2: in objective 1 Add text at the end such as "making a livable wage"
Pillar 3 – Environmental Stewardship	• Goal 1: Add an objective to "Update city codes to and encourage residential, commercial, and city landscaping to incorporate edible and native plants." (garden that staff tends to in free time) • Goal 1: Drought Friendly Landscaping - is not hardscape - rocks, bricks, etc. increase heat. Provide specific language to avoid hardscapes. • Goal 2: Add an objective "Educate and partner with local food operations to divert food waste" (there is state law around this - just continue those efforts)
Pillar 4 – Inclusive & Inviting Spaces and Places	• Goal 6 "Objective 2" - Partnerships incredibly valuable • Add an objective referring to increasing programing in areas other than downtown. • Add objective regarding maintaining character of community - including wine country aspects, craft beer, kombucha, etc (beverage).

Pillar 5 – A City That Works	• Ensure staffing is appropriate to meet goals
Council Direction	• Reporting – Add Pillars and Goals to staff reports in the City Council agenda as well as relevant documents (i.e. General Plan, Specific Plan, etc.). • Keep Valley Link conversation going. • Maintain an inventory of commercial and manufacturing land available to businesses looking to move here (General Plan Advisory Committee. • Keep in mind how staff will change behavior based on the strategic plan. • Ensure goals are measurable.
Survey Feedback	Survey - • Be careful with questions to avoid contradictory answers. • Understand what code enforcement means to the public. • Council directed staff to include type of government in 'similar city' information of the survey. Document if similar cities have a strong Mayor or Mayor/City Manager form of government.

8. ADJOURNMENT – at 6:33 pm to a Regular City Council meeting on Monday, March 13, 2023 at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue and virtually using Zoom.

APPROVED: _____
JOHN P. MARCHAND, MAYOR

ATTEST: _____
MARIE WEBER, CITY CLERK

MINUTES

LIVERMORE
CALIFORNIA

CITY COUNCIL
MARCH 13, 2023

REGULAR MEETING

1. CLOSED SESSION - NONE

2. CALL TO ORDER – The meeting of the City Council was called to order by Mayor John Marchand at 7:00 pm, held in person at 1016 S. Livermore Avenue and remotely using Zoom and YouTube.

ROLL CALL – Present: Mayor John Marchand, Vice Mayor Brittni Kiick and Council Members Ben Barrientos, Evan Branning and Robert W. Carling.

PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND PRESENTATIONS – NONE

3.1 Presentation by Tim Sbranti, Ronald Gerhard, Dr. Dyrell Foster, and Owen Letcher of Las Positas College regarding Student Housing.

Recommendation: Staff recommended the City Council receive a presentation from Las Positas College regarding Student Housing.

4. OPEN FORUM

Mayor Marchand opened the public comment period.

David McGuigan provided a comment.

John Stein provided a comment.

There were no more more speakers and the public comment period was closed.

5. CONSENT CALENDAR

Items 5.6 and 5.9 were removed from the Consent Calendar for separate discussion and action.

Mayor Marchand opened the public comment period.

There were no speakers and the public comment period was closed.

ON THE MOTION OF CM BRANNING, SECONDED BY CM CARLING AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL APPROVED THE CONSENT CALENDAR WITH THE EXCEPTION OF ITEMS 5.6 AND 5.9.

Item 5.9 **Pete Sandhu,** provided a comment.

Item 5.6 **Mark Triska** provided a comment.

Item 5.6 **Charles (last name unknown)** provided a comment.

ON THE MOTION OF CM BRANNING, SECONDED BY VM KIICK, AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL DID NOT APPROVE THE RESOLUTION FOR CONSENT CALENDAR ITEM 5.6 AND DIRECTED STAFF TO RENEGOTIATE THE CONTRACT, ONLY PAY FOR SPACES ACTUALLY USED, AND NEGOTIATE FAVORABLE TERMS FOR ADDITIONAL SPACES AT LITTLE TO NO COST IN EXCHANGE FOR BUILDING IMPROVEMENTS.

ON THE MOTION OF VM KIICK, SECONDED BY CM CARLING, AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL APPROVED CONSENT CALENDAR ITEM 5.9.

5.1 Approval of draft minutes - February 2, 2023 Special Meeting and February 13, 2023 Regular Meeting.

Recommendation: Staff recommended the City Council approve the draft minutes.

5.2 Adoption of Ordinance 2143 amending Livermore Development Code Section 11.01.020 Definitions and Section 3.02.150 Heavy Industrial (I-3) Zoning District relating to warehousing and distribution facilities.

Recommendation: Staff recommended the City Council adopt an ordinance with an effective date of April 12, 2023, to amend Livermore Development Code Section 11.01.020 Definitions and Section 3.02.150 Heavy Industrial (I-3) Zoning District relating to warehousing and distribution facilities.

5.3 Adoption of Ordinance 2144 amending Livermore Development Code Section 6.02.060. A Home Occupations, exempting home occupations that do not see clients at the home or have employees other than the household member from the requirement for a home occupation permit.

Recommendation: Staff recommended the City Council adopt an ordinance with an effective date of April 12, 2023, to amend the Livermore Development Code Section 6.02.060. A Home Occupations, exempting home occupations that do not see clients at the home or have employees other than the household member

from the requirement for a home occupation permit.

5.4 Resolution 2023-029 awarding and authorizing execution of an agreement with Paulson Cox Construction, Inc. for installation of new sanitary sewer and water mains and services along Trevarno Road, in an amount not-to-exceed of $1,131,430 for the Trevarno Road Sanitary Sewer and Water Improvements Project 2019-60.

Recommendation: Staff recommended the City Council adopt a resolution for the Trevarno Road Sanitary Sewer and Water Improvements Project 2019-60:

1. Awarding a construction contract to Paulson Cox Construction, Inc., in an amount not- to-exceed of $1,131,430, and authorizing the City Manager to sign the agreement attached as Exhibit A to the resolution; and
2. Rejecting all other bids or proposals; and
3. Authorizing the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution including approving minor changes to the proposed agreement.

5.5 Resolution 2023-030 awarding and authorizing execution of a two-year agreement with Siemens Industry, Inc., for testing, inspection and repair of fire sprinklers, fire and burglar alarms systems, and HVAC technician support for all City facility building control systems in an amount not-to-exceed $500,000.

Recommendation: Staff recommended the City Council adopt a resolution authorizing execution of a two-year agreement with Siemens Industry, Inc. for services to provide monitoring, testing, inspection and repair of fire sprinklers, and fire and burglar alarm systems and provide HVAC technician support for all City facility building control systems in a not-to-exceed amount of $500,000.

5.6 (ITEM NOT APPROVED) Resolution authorizing execution of a license agreement with Trilateral LLC that will allow the public to park in the parking lot of the former Bank of the West building at 2287 Second Street.

Recommendation: Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a license agreement with Trilateral LLC to allow the public to park in the parking lot located at 2287 Second Street. The term of the agreement is April 1, 2023 to March 31, 2028.

5.7 Resolution 2023-031 authorizing the City Manager to execute an agreement with CR Consulting for Organizational Change Management services in preparation of implementing an Enterprise Resource Planning system to ensure organizational acceptance and readiness of process and system changes in an amount not-to-exceed $200,000.

Recommendation: Staff recommended that City Council adopt a resolution authorizing the City Manager to execute an agreement with CR Consulting for

Organization Change Management (OCM) professional services in helping the City prepare for the implementation of an Enterprise Resource Planning system (ERP) to replace the City of Livermore's dated financial and human resources system in an amount not-to-exceed $200,000.

5.8 Resolution 2023-032 authorizing execution of a lease and right of entry agreement with the Chiu Family Trust that will allow the public to continue to use a portion of their First Street property with Assessor's Number 97-1-15 as a pedestrian walkway and will allow the City to extend the pedestrian walkway and make other minor improvements to the property.

Recommendation: Staff recommended the City Council adopt a resolution authorizing the City Manager to execute a lease and right of entry agreement with the Chiu Family Trust that will allow the public to continue to use a portion of their First Street property with Assessor's Number 97-1-15 as a pedestrian walkway and will allow the City to extend the pedestrian walkway and make other minor improvements to the property. The term of the agreement is May 15, 2023 to May 15, 2033.

5.9 Resolution 2023-033 to extend the suspension of Airport Development until a new comprehensive Airport Development Policy is adopted by the City Council.

Recommendation: Staff recommended the City Council adopts a resolution that:

1. Authorizes the extension of the Livermore Airport Development suspension until the City Council formally adopts a Airport Leasing and Development Policy.
2. Temporarily suspends the consideration of any aeronautical or non-aeronautical Airport development, except for a parcel under active development adjacent to Kittyhawk Road and Highway 580.
3. Authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

5.10 Resolution 2023-034 opposing the Taxpayer Protection and Government Accountability Act sponsored by the California Business Roundtable (CBRT) and direction to staff to send letters of opposition to the League of California Cities, Senator Glazer, and Assemblymember Bauer- Kahan.

Recommendation: Staff recommended the City Council adopt the resolution opposing the Taxpayer Protection and Government Accountability Act and direct staff to send letters of opposition to the League of California Cities, Senator Glazer and Assemblymember Bauer-Kahan.

5.11 Resolution 2023-035 declaring non-complying parcels a public nuisance requiring abatement, directing staff to proceed with the annual Fire Hazard Abatement Program, and set a public hearing date of April 10, 2023, to receive

protests and direct staff to proceed with field abatement work.

Recommendation: Staff recommended that the City Council adopt a resolution declaring non-complying parcels a public nuisance requiring abatement, direct staff to proceed with the annual Fire Hazard Abatement Program, and set a public hearing date of April 10, 2023, to receive protests and direct staff to proceed with field abatement work.

5.12 Resolutions 2023-036 approving City Council Norms, Values and Principles of Governance, and **Resolution 2023-037** approving the City Council Meeting Rules of Procedure.

Recommendation: Staff recommended the City Council adopt resolutions approving the City Council Norms, Values and Principles of Governance, and the City Council Meeting Rules of Procedure.

6. PUBLIC HEARINGS

6.1 Hearing to consider adoption of a resolution establishing fees for short-term rental permits, consistent with Livermore Municipal Section 5.90.060, in the amount of $220 for new permits and $160 for annual permit renewals.

Recommendation: Staff recommended the City Council adopt a resolution adopting short-term rental permit fees in the amount of $220 for a new permit and $160 for annual permit renewal.

Special Projects Coordinator Susan Frost presented the staff report.

Mayor Marchand opened the public hearing.

There were no speakers and the hearing was closed.

ON THE MOTION OF VM KIICK, SECONDED BY CM CARLING AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION:

Resolution 2023-038 adopting short-term rental permit fees in the amount of $220 for a new permit and $160 for annual permit renewal.

6.2 Hearing to consider adoption of the 2023-2031 Housing Element. The Housing Element is a State-mandated eight-year policy document that is a component of the Livermore General Plan. The overall purpose of the Housing Element is to identify current and projected housing needs, show locations where housing can be built, and set goals, policies, and programs to meet the community's housing needs.

Recommendation: Staff and the Planning Commission recommended the City Council consider the 2023-2031 Housing Element (GPA23-002) and:

1. Adopt a resolution finding the 2023-2031 Housing Element is exempt from the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3); and
2. Adopt a resolution adopting the 2023-2031 Housing Element; and
3. Direct staff, after certification of the 2023-2031 Housing Element by the State Department of Housing & Community Development (HCD), to evaluate revisions based upon comments from the Planning Commission recommendation, including the February 26, 2023, comment letter submitted by a Livermore resident.

Senior Planner Tricia Pontau presented the staff report.

Mayor Marchand opened the public hearing.

Alan Burnham provided a comment.

John Stein provided a comment.

There were no more speakers and the hearing was closed.

ON THE MOTION OF CM BRANNING, SECONDED BY VM KIICK AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTIONS

Resolution 2023-039 finding that the 2023-2031 Housing Element is exempt from the provisions of the California Environmental Quality Act.

Resolution 2023-040 approving the General Plan Amendment (GPA) 23-002 and adopting the 2023-2031 housing element.

7. MATTERS FOR CONSIDERATION - NONE

8. COUNCIL COMMITTEE REPORTS AND MATTERS INITIATED BY CITY MANAGER, CITY ATTORNEY, STAFF AND COUNCIL MEMBERS

THE MAYOR AND CITY COUNCIL MEMBERS PROVIDED A SUMMARY OF RECENTLY ATTENDED EVENTS AND MEETINGS IN ADDITION TO THE INFORMATION PROVIDED IN THE SUPPLEMENTAL PACKET. COUNCIL MEMBERS WHO DID NOT PROVIDE A SUMMARY IN THE SUPPLEMENTAL PACKET ARE INCLUDED BELOW.

Resusable Foodware the City Council directed staff to review the comprehensive reusable food ware ordinance template created by Stopwaste.org and bring information back regarding an ordinance that could accommodate

Livermore's needs.

Livermore Amador Valley Transit Authority (LAVTA) VM Kiick noted her attendance at the finance meeting on February 28, 2023 and the board meeting on March 6, 2023.

Read Across America CM Carling and VM Kiick noted their attendance at the event on March 2, 2023.

9. ADJOURNMENT – at 8:43 pm to Regular City Council meeting on Monday, March 27, 2023 at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue and virtually using Zoom.

APPROVED: _____
JOHN P. MARCHAND, MAYOR

ATTEST: _____
MARIE WEBER, CITY CLERK

MINUTES

LIVERMORE
CALIFORNIA

CITY COUNCIL
MARCH 27, 2023

CLOSED SESSION

CALL TO ORDER – The Closed Session of the City Council was called to order by Mayor John Marchand at 6:15 pm, held in person at 1016 S. Livermore Avenue and remotely using Zoom and YouTube.

ROLL CALL – Present: Mayor John Marchand, Vice Mayor Brittni Kiick and Council Members Ben Barrientos, and Robert W. Carling.
Absent: Council Member Branning.

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE CITY COUNCIL REGARDING CLOSED SESSION ITEMS.

Mayor Marchand opened the public comment period.

There were no speakers and the hearing was closed.

1. ADJOURN TO CLOSED SESSION

1.1 Conference with Labor Negotiator, Conference Joint Powers Agency Confidential Information. To meet with Administrative Services Director, Tina Olson, Human Resources Manager, Nancy Dias, Senior Human Resources Analyst, Kristen Hilton, Human Resources Analyst II, Kaylin Larson, and Tim Davis, Attorney with Burke, Williams & Sorensen, the City's and the Livermore-Pleasanton Fire Department's negotiators, pursuant to Government Code sections 54957.6 and 54956.96, regarding the Livermore-Pleasanton Fire Department Joint Powers Authority's negotiations with The International Association of Firefighters, Local 1974, AFL-CIO-CLC for the Battalion Chief's unit.

REGULAR MEETING

2. CALL TO ORDER – The meeting of the City Council was called to order by Mayor John Marchand at 7:00 pm, held in person at 1016 S. Livermore Avenue and remotely using Zoom and YouTube.

ROLL CALL – Present: Mayor John Marchand, Vice Mayor Brittni Kiick and Council Members Ben Barrientos, and Robert W. Carling.
Absent: Council Member Branning.

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

Mayor Marchand reported there was no reportable action taken.

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Proclamation declaring March 2023 as American Red Cross Month, presented to Disaster Action Committee Volunteer Jan Peterson and Alameda County Leadership Council Member Varsha Clare.

Recommendation: Staff recommend the City Council declare March 2023 as American Red Cross Month.

Mayor Marchand presented the proclamation.

3.2 Proclamation declaring March 2023 as March for Meals Month, presented to Carrie Oldes, Meals on Wheels Program Manager.

Recommendation: Staff recommends City Council declare March 2023 as March for Meals Month.

Mayor Marchand presented the proclamation.

4. OPEN FORUM

Mayor Marchand opened the public comment period.

David McGuigan provided a comment.

There were no more speakers and the public comment period was closed.

5. CONSENT CALENDAR

Mayor Marchand opened the public comment period.

There were no speakers and the public comment period was closed.

ON THE MOTION OF VM KIICK, SECONDED BY CM CARLING, AND CARRIED ON A 4-0 VOTE, THE CITY COUNCIL APPROVED THE CONSENT CALENDAR.

5.1 Approval of draft minutes - February 27, 2023 Regular Meeting and March 2, 2023 Special Meeting.

Recommendation: Staff recommended the City Council approve the draft minutes.

5.2 Resolution 2023-041 authorized an agreement with Oliveira Enterprises, Inc. for mulch procurement and application services in an amount not-to-exceed $600,000 for three years to comply with the requirements of SB 1383.

Recommendation: Staff recommended City Council adopt a resolution authorizing execution of an agreement with Oliveira Enterprises, Inc. to provide in an amount not-to-exceed $600,000 over the three-year term.

5.3 Resolution 2023-042 approved extending the Alameda County Abandoned Vehicle Abatement Program until May 31, 2033.

Recommendation: Staff recommended the City Council adopt a resolution to approve extending the Alameda County abandoned vehicle abatement program until May 31, 2033.

5.4 Resolution 2023-043 authorized the approval of grant application and acceptance of $60,000 grant funds through the California Energy Commission Grant for Automated Solar Permit Processing.

Recommendation: Staff recommended the City Council adopt a resolution:
1. Authorizing the Chief Building Official or designee, to execute all documentation necessary to apply for the $60,000 grant for the California Automated Permit Processing Program.
2. Authorizing the City Manager or designee, to execute any agreements and accept the $60,000 grant funds awarded through the California Automated Permit Processing Program.

5.5 Resolution 2023-044 to summarily vacate a portion of the existing storm drain easement in Veterans Way, recorded May 20, 1968, reel 2184, images 414-420, and authorize the City Manager to quitclaim the storm drain easement to unencumber the Blacksmith Square Expansion and the L Street Garage Project.

Recommendation: Staff recommended the City Council adopt a resolution to summarily vacate a portion of existing storm drain easement in Veterans Way, recorded May 20, 1968, reel 2184, images 414-420, and authorize the City Manager to quitclaim the storm drain easement to City of Livermore, a municipal corporation, and Blacksmith Square LLC.

5.6 Resolution 2023-045 approved the City of Livermore Salary Plan to reflect previous agreements, creation of new classifications, and retitled positions in accordance with California Code of Regulations, Title 2, Section 570.5.

Recommendation: Staff recommended the City Council adopt a resolution approving modifications to the City of Livermore Salary Plan to reflect previous agreements, creation of new classifications, and retitled positions.

5.7 Resolution 2023-046 approved the City of Livermore Recruitment Incentive Policy effective April 1, 2023.

Recommendation: Staff recommended the City Council adopt a resolution approving the City of Livermore Recruitment Incentive Policy effective April 1, 2023 and authorizes the City Manager to offer recruitment incentives consistent with the approved policy.

6. PUBLIC HEARINGS

6.1 Hearing to consider the Housing Element Annual Progress Report, which tracks the City's progress towards implementing the Housing Element of the General Plan and meeting its Regional Housing Need Allocation (RHNA), pursuant to Government Code Section 65400.

Recommendation: Staff recommended the City Council adopt a resolution accepting the 2022 Housing Element Annual Progress Report.

Senior Planner Tricia Pontau and Planning Manager Steve Stewart presented the staff report.

Mayor Marchand opened the public comment period.

There were no speakers and the public comment period was closed.

ON THE MOTION OF CM CARLING, SECONDED BY VM KIICK AND CARRIED ON A 4-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION:

Resolution 2023-047 accepted the 2022 housing element annual progress report.

6.2 Hearing to consider adoption of a resolution establishing an annual fee for a home occupation permit renewal, which is required when a resident is employed and works from their home, in the amount of $50.00, consistent with Livermore Development Code Section 9.05.100.

Recommendation:
Staff recommended the City Council adopt a resolution establishing an annual fee for home occupation permit renewal in the amount of $50.

Principal Planner Steve Riley and Planning Manager Steve Stewart presented the staff report.

Mayor Marchand opened the public comment period.

Anonymous Speaker provided a comment.

There were no more speakers and the public comment period was closed.

ON THE MOTION OF VM KIICK, SECONDED BY CM CARLING AND CARRIED ON A 4-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION:

Resolution 2023-048 established an annual fee for a home occupation permit renewal, which is required when a resident is employed and works from their home, in the amount of $50.00, consistent with Livermore Development Code Section 9.05.100.

7. MATTERS FOR CONSIDERATION

7.1 Resolution approving the 2023 City of Livermore State and Federal Legislative Platform.

Recommendation: Staff recommends the City Council adopt a resolution approving the 2023 City of Livermore State and Federal Legislative Platform.

Assistant to the City Manager Stephanie Egidio presented the staff report.

Mayor Marchand opened the public comment period.

There were no speakers and the public comment period was closed.

ON THE MOTION OF VM KIICK SECONDED BY CM CARLING AND CARRIED ON A 4-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION WITH ITEMS 6,7, AND 9 UNDER AFFORDABLE HOUSING, ITEMS 1 AND 4 UNDER PLANNING AND SUSTAINABILITY, AND ITEM 5 UNDER TRANSPORTATION AND PARKING CHANGED FROM “OPPOSE” TO “MONITOR” AND INCLUDING A CATEGORY FOR ITEMS THAT ALIGN WITH THE CITY’S CLIMATE ACTION PLAN.

8. COUNCIL COMMITTEE REPORTS AND MATTERS INITIATED BY CITY MANAGER, CITY ATTORNEY, STAFF AND COUNCIL MEMBERS

THE MAYOR AND CITY COUNCIL MEMBERS PROVIDED A SUMMARY OF RECENTLY ATTENDED EVENTS AND MEETINGS IN ADDITION TO THE INFORMATION PROVIDED IN THE SUPPLEMENTAL PACKET. COUNCIL MEMBERS WHO DID NOT PROVIDE A SUMMARY IN THE SUPPLEMENTAL PACKET ARE INCLUDED BELOW.

Livermore Amador Valley Transit Authority VM Kiick noted her attendance at the meeting on March 27, 2023.

8. ADJOURNMENT – at 8:00 pm Regular City Council meeting on Monday, April 10, 2023 at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue and virtually using Zoom.

APPROVED: _____
JOHN P. MARCHAND, MAYOR

ATTEST: _____
MARIE WEBER, CITY CLERK

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.2**

DATE: April 10, 2023

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolutions authorizing execution of agreements with Daniel B. Valiao and East Bay Municipal Consulting for engineering support services in amounts not-to-exceed $400,000 each.

RECOMMENDED ACTION

Staff recommends the City Council adopt resolutions authorizing the City Manager to execute agreements with Daniel B. Valiao and East Bay Municipal Consulting to provide on-call engineering support services for development projects and capital improvement projects. The terms of the agreements are from March 1, 2023 to June 30, 2025, in amounts not-to-exceed $400,000 each.

SUMMARY

The proposed agreements will provide on-call engineering plan review services, technical assistance, and coordination assistance with developers and agencies for development and capital improvement projects.

DISCUSSION

The Engineering Division requires multiple engineering consultants to assist in performing timely development reviews during workload surges. The workload related to development review fluctuates and the support of consultants allows the Engineering Division to provide quality reviews and timely customer service to the public, developers, and City staff.

The consultants were shortlisted from a Request for Qualifications/Proposals. Both of these firms have experience with the City's development review process and are available to work in the City of Livermore offices, as needed, for integration with City staff.

The proposed professional services agreements will provide plan review services, technical assistance, and coordination with developers and agencies for both development and capital improvement projects. These agreements authorize the City Engineer to approve work tasks related to the contract within the overall budget amount.

FISCAL AND ADMINISTRATIVE IMPACTS

The estimated cost for the amount of work needed under each agreement is $400,000, totaling to $800,000 and will be expended over two years. Funding for the services to be provided under these agreements are included in the Engineering operating budget for consultant services in Fiscal Years 2022-2025.

COMMUNITY PILLAR

1: A Safe Community That Thrives
2: An Economy That Prospers
5: A City That Works

GOAL

Pillar 1, Goal 9: Facilitate new residential development consistent with the City's General Plan
Pillar 2, Goal 5: Facilitate the development of commercial and industrial projects that provide high quality local jobs and support a diverse local economy
Pillar 5, Goal 14: Develop, operate, and maintain the City's infrastructure

ATTACHMENTS

1. Resolution
2. Exhibit A - Agreement with Daniel B. Valiao (Signed)
3. Resolution
4. Exhibit A - Agreement with East Bay Municipal Consulting (Signed)

Prepared by: Jarrett Rasmussen
Junior Engineer

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH DANIEL B. VALIAO FOR ON-CALL PLAN REVIEW SERVICES FOR DEVELOPMENT REVIEW PROJECTS IN AN AMOUNT NOT-TO-EXCEED $400,000

The Engineering Division requires multiple engineering consultants to provide plan checking and review of development projects, final map review, legal description review, and assorted general engineering plan review services in connection with a variety of development projects. The consultants will assist in performing timely development review during workload surges.

Staff sent out a Request for Qualifications/Proposals and received Statements of Qualifications from several firms. Based on the evaluation of the written proposals and interview results, two consultants, including Daniel B. Valiao, were selected by the committee for on-call plan check and development engineering review services.

The proposed agreement with this consultant allows for on-call plan check and development engineering review services to commence March 1, 2023, and terminate June 30, 2025.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that it hereby:

1. Authorizes the City Manager, or her designee, to execute a professional services agreement with Daniel B. Valiao, attached hereto as Exhibit A, for on-call plan checking and development review services, in an amount not-to-exceed $400,000 for a two-year and 4-month term.

2. Authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including approving minor changes to the proposed agreement.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on April 10, 2023, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Kimberly Cilley
Kimberly Cilley
Senior Assistant City Attorney

Exhibit A – Professional Services Agreement with Daniel B.Valiao

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EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2023, by and between the City of Livermore ("City"), a municipal corporation, and Daniel B.Valiao ("Consultant"), a private person.

RECITALS

City requires professional services to provide on-call engineering map and plan review, including planning entitlements, public improvements, and related calculations for various development assignments and miscellaneous City capital improvement projects.

Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges City has relied upon these warranties to retain Consultant.

AGREEMENT

NOW, THEREFORE, City and Consultant hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. Retention as Consultant. City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Section 3 below subject to the terms and conditions in this Agreement.

2. Relationship of Parties – Independent Contractors. The relationship of the parties shall be that of independent contractors. Consultant and its employees are not City officers or employees. Consultant is responsible for the supervision and management of its employees, including any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the services contemplated by this Agreement.

3. Description of Services. Consultant shall provide the following professional services as more particularly set forth in Exhibit "A" (collectively "the Services"):

On-call engineering map and plan review, including planning entitlements, public improvements, and related calculations for various development assignments and miscellaneous City capital improvement projects. Services include review of development projects, permit applications, entitlement processing, review of improvement plans, storm water quality control plans, and final maps. Drafting conditions of approval, agreements, and staff reports to City Council which shall be finalized by City staff. May attend meetings between staff, developers, engineers and others.

These services shall be ordered as needed pursuant to individual written project orders issued by the City and approved by the City Engineer. Project assignments will include a scope of work and budget to provide standards to determine when City will deem that project complete. City reserves the right not to order any services or expend any moneys pursuant to this Agreement.

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4. Consultant's Responsibilities. Consultant shall:

(a) Diligently perform the Services in a manner commensurate with industry, professional, and community standards;

(b) Provide the resources necessary to complete the Services in a timely manner;

(c) Obtain a business license from the City of Livermore, and keep it in effect for the term of this Agreement;

(d) Obtain and keep in effect all necessary licenses, permits, qualifications, insurance, and approvals legally and professionally required for Consultant to practice its profession and to provide the Services;

(e) Comply with all laws in effect that are related to Consultant and the Services;

(f) Coordinate the Services with Debbie Salgado ("Project Manager"), or such other person designated as the Project Manager by City;

(g) Be available to the Project Manager, and other parties referred to Consultant by the Project Manager, to answer questions or inquiries related to the Services;

(h) Only invoice City for the Services rendered. Consultant's invoice shall be in writing and describe the Services performed for the payment requested. Consultant shall not submit an invoice to City more frequently than once a calendar month;

(i) Keep and maintain invoices and records related to the Services in an organized manner. At a minimum, the records must be kept for at least 3 years from the date of final payment to Consultant and must include time sheets, work progress reports, and other documentation to adequately explain all the Services invoiced for payment. Consultant shall make the invoices and records immediately available to City upon delivery of a written request to examine, audit, or copy them at City's place of business during normal business hours. Consultant shall give City 30 calendar-days' written notice prior to destroying the invoices and records and allow City an opportunity to take possession. If City wants them, Consultant and City shall coordinate their delivery to City in the most efficient manner possible;

(j) Prepare and submit a written report to the Project Manager, within 3 business-days of the Project Manager's written request, that identifies the Services completed and in progress, the charges incurred to date, and the anticipated cost to complete the remaining Services;

(k) Consultant shall correct, at its own expense, all errors in the Services. Should Consultant fail to make such correction in a timely manner, City may make the correction and charge the cost thereof to Consultant;

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(l) If applicable, Consultant shall ensure that all work for compensation is provided in compliance with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and prevailing wages. If applicable, Consultant shall comply with all prevailing wage laws, such as sections 1773, 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the California Labor Code and any other applicable wage and hour law. If any violation of prevailing wage law associated with this Agreement is deemed to have occurred by any court or administrative authority, Consultant shall forfeit to the City, as a penalty, the sum of fifty dollars ($50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the applicable prevailing rates for any work done to accomplish the purposes of this Agreement; and,

(m) Consultant's services provided pursuant to this Agreement shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

5. Compensation and Payment.

(a) The total compensation payable by City to Consultant for the Services **SHALL NOT EXCEED** the sum of $400,000 ("not-to-exceed amount"). City shall compensate Consultant for the Services rendered at the hourly rates, task amounts or travel expenses set forth in Exhibit "A" up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates, task amounts or travel expenses are intended to be Consultant's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Consultant, its agents, and employees to provide the Services.

(b) City shall pay Consultant no later than 30 days after City receives a written invoice from Consultant and verifies the Services were performed for the payment requested.

6. Term. The term of this Agreement commences on March 1, 2023, and terminates upon the completion of the Services or June 30, 2025, whichever occurs first.

7. Termination by City. City may terminate any portion or all of the Services by giving Consultant at least 30 calendar-days written notice. Upon receipt of a termination notice, Consultant shall immediately stop all work in progress on the Services except where necessary to preserve the benefit of the work, and then assemble the work on the Services for delivery to City on the termination date. All compensation for Services performed prior to the termination date shall be payable to Consultant in accordance with Section 5.

8. Ownership of Documents. All drawings, designs, data, photographs, reports and other items prepared or obtained by Consultant in the performance of the Services are City's property and Consultant shall deliver them to City upon demand.

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9. Copyright and Right of Use. All items created by Consultant for City under this Agreement are works made for hire, and Consultant shall give City the copyright and all intellectual property rights to all items developed, prepared, and delivered as part of the Services. Consultant agrees that all aspects of the Services and items created thereby will be original works of creation and will not use, in whole or in part, any work created by any other party, except when expressly disclosed by Consultant to City and Consultant obtains a license to such items for the benefit of City. All licenses must be perpetual, world-wide, non-exclusive, and royalty free sufficient in scope to permit City's full use and enjoyment of its ownership rights in the items created by the Services.

10. Confidentiality. Consultant shall not disclose any confidential or proprietary information received from City to anyone except Consultant's employees who require access to the information to perform the Services. This obligation shall survive termination and remain in full force and effect until the information, and any copies thereof, are destroyed or returned to City.

11. Defense, Indemnity, and Hold Harmless. To the fullest extent permitted by law, Consultant shall hold harmless, indemnify, and defend with counsel selected by the City or otherwise acceptable to the City, the City and its elected and appointed officials, officers, directors, employees, agents and designated 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 contemplated by this Agreement, or in connection with Consultant's failure to comply with any of its obligations contained in this Agreement, except for such Liability caused by the sole active negligence or willful misconduct of City. Consultant's obligations to hold harmless, indemnify, and defend shall not be excused because of Consultant's inability to evaluate Liability or because Consultant evaluates Liability and determines that Consultant is not liable to the claimant. These obligations are independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement. Consultant must respond within 30 days to the tender of any claim for defense and indemnity by the City.

(a) Modification for Construction Contracts. To the extent this Agreement is a "construction contract" covered by California Civil Code section 2782, then Consultant's duty to indemnify shall not apply in a manner prohibited by California Civil Code section 2782.

(b) Modification for Design Professional Services. To the extent this Agreement is for "design professional services" defined in California Civil Code section 2782.8, then Consultant's duties to defend and indemnify shall only apply to the extent provided for in California Civil Code section 2782.8(a), unless section 2782.8(a) is not applicable for one of the reasons set forth in 2782.8(e).

12. Insurance. Consultant shall procure and maintain insurance during the term of this Agreement in the amounts and under the terms set forth in Exhibit "B" against claims that may arise from or in connection with this Agreement and performance of the Services.

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Upon reasonable written notice, Consultant shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by City's Risk Manager.

13. Acceptance of Final Payment. Consultant's acceptance of final payment will release City from any and all claims and liabilities for compensation under this Agreement.

14. Acceptance of Work. City's acceptance of, or payment to Consultant for, the Services does not release Consultant from its responsibility for the accuracy, completeness, or competency of the Services, nor do the actions constitute an assumption of Consultant's responsibility or liability by City for any defect or error in the Services.

15. Conflict of Interest. Consultant represents that no City employee or official has a financial interest in Consultant. Consultant shall not offer, encourage, or accept any financial interest in any part of Consultant's business by or from a City employee or official during the term of this Agreement or as a result of being awarded this Agreement. If any of the Services are paid by reimbursement from an agreement between City and a private party, Consultant represents that it has not performed any work for that private party during the 12-month period prior to the execution of this Agreement, and that it shall not negotiate, offer or accept any contract for services from that party during the term of this Agreement.

16. Economic Disclosure. Consultant shall comply with City's local conflict of interest code and the Political Reform Act, and prepare and file an economic disclosure statement if the Services involve making, or participation in making, decisions which may have a material effect on the Consultants' financial interest. While it is Consultant's sole responsibility to evaluate its conflicts of interest, the Consultant nevertheless agrees to prepare and file an economic disclosure statement if requested by City.

17. Non-Exclusive Agreement. This is a non-exclusive agreement. City reserves the right to provide, and to retain other consultants to provide, services that are the same or similar to the Services described in this Agreement.

18. No Assignment. Consultant shall not assign or subcontract any of the Services without City's prior written consent. For the purposes of this section, a change of fifty-percent or more in the ownership or control of Consultant constitutes an assignment.

19. Remedies. All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative, and the invocation of a right or remedy will not be construed to waive or elect a remedy with respect to any other available right or remedy. As a condition precedent to commencing legal action involving a claim or dispute against City arising from this Agreement, the Consultant must present a written claim to City in accordance with Chapter 3.42 of the Livermore Municipal Code.

20. Construction of Language. The terms and conditions in this Agreement have been arrived at through negotiation and each party had a full and fair opportunity to review and revise this Agreement with legal counsel. Any ambiguity in this Agreement will not be resolved against either party as the drafting party. In the event of an inconsistency or

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conflict between the language in the body of the Agreement and an attachment hereto, the language in the body of the Agreement controls.

21. Entire Agreement; Modification. This Agreement supersedes all other agreements, whether oral or written, between the parties with respect to the Services. Any modification to this Agreement must be in writing and signed by both parties. In the event the original of this Agreement is lost or destroyed, an archival copy maintained by City can be used in place of the original for all purposes with the same effect as if it was the original.

22. Notice. Notices under this Agreement must be delivered to the addresses below by deposit in the United States mail or by overnight delivery service, with postage prepaid and delivery confirmation:

TO CITY: Attention: Bob Vinn
City of Livermore
1052 S Livermore Avenue
Livermore, California 94550

TO CONSULTANT: Attention: Daniel B.Valiao
4697 Encanto Lane
Tracy, CA 95377

23. Waiver. Failure to insist upon the strict performance of any term or conditions in this Agreement, no matter how long the failure continues, is not a waiver of the term or condition and does not bar the right to subsequently demand strict performance. To be effective, a waiver must be in writing and signed by the non-breaching party.

24. Severability. If a court of competent jurisdiction determines a provision in this Agreement is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired in any way.

25. Survival. The terms, conditions, and obligations in Sections 8, 9, 10, and 11 shall survive the completion or termination of this Agreement.

26. Electronic Signatures. By signing this document, you are agreeing that you have reviewed this disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

27. Counterparts. This Agreement may be executed and delivered in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email, or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof

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shall be deemed to constitute duplicate originals and shall be valid and effective for all purposes.

****

Signatures and Attachment List on the Next Page

EXHIBIT A

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement, effective on the date first written above.

CONSULTANT: **Dated:**

DocuSigned by:
Daniel B. Valiao
3708CD0843AB401...

3/17/2023 | 9:52 AM PDT

By: Daniel B. Valiao
Title: Consultant

CITY OF LIVERMORE: **Dated:**

Marianna Marysheva
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Kimberly Gilley
70ABF2D2EAC450...

Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
492639AA373F4CA...

Risk Manager/Analyst

Attachments:

Exhibit A – Scope of Work
Exhibit B – Insurance Requirements

DocuSign Envelope ID: 42A61948-2E11-4FC9-A882-D9EE37C596CD

Daniel B. Valiao
Plan Check Consultant
4697 Encanto Lane
Tracy, CA 95377

EXHIBIT A

Scope of Services

DEVELOPMENT PROJECTS: Scope of Services includes review of planning entitlements, tract and parcel maps, improvement plans and building permit submittals, including writing conditions of approval for planning entitlements, reviewing low impact development, source control and storm water treatment and detention devices and calculations, preparation of subdivision improvement agreements and other agreements, review plot plans and plat maps and legal descriptions, review construction plans, specifications and cost estimates.

CAPITAL IMPROVEMENT PROJECTS: Engineering support services includes providing project coordination, design reviews, constructability and bidability reviews, plan preparation, specifications, cost estimates and construction bid documents reviews for minor CIP projects such as the sidewalk repair program, storm/sewer repair projects and others.

On-call Engineering Services Hourly Rate

Basic Rate	$ 180.00 per hour

Basic rate shown is for a typical function as consultant for on-call engineering services outlined above. Travel time from and to the City including associated expenses are included in the above rate. No additional charges will be bill without a written approval from City of Livermore.

Invoice will be process monthly for services rendered. Payment of invoice is due within (30) days from the invoice date. Invoice not paid within this term is subject to a 1.5% monthly finance charge.

The terms outlined herein are valid from the date of this on-call engineering contract. Thereafter and/or subsequent contract amendment, the basic rate will be subject to 3% cost of living increase approved by the City of Livermore.

All services are subject to finalization/approval by staff.

Daniel B. Valiao
Plan Check Consultant

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EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products and completed operations, as applicable:
   $1,000,000/$2,000,000 aggregate per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
   $1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
   Statutory limits as required by the State of California including **$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability".

Deductibles and Self-Insured Retention

All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City of Livermore. The City of Livermore reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII and accepted to do business in the State of California, unless otherwise acceptable to the City of Livermore.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Livermore, its officers, officials, employees, and designated volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant/Contractor; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional

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insured coverage under the Consultant's/Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

3. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.
4. The Consultant's/Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550

Verification of Coverage

Consultant/Contractor shall furnish certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. The City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH EAST BAY MUNICIPAL CONSULTING FOR ON-CALL PLAN REVIEW SERVICES FOR DEVELOPMENT REVIEW PROJECTS IN AN AMOUNT NOT-TO-EXCEED $400,000.

The Engineering Division requires multiple engineering consultants to provide plan checking and review of development projects, final map review, legal description review, and assorted general engineering plan review services in connection with a variety of development projects. The consultants will assist in performing timely development review during workload surges.

Staff sent out a Request for Qualifications/Proposals and received Statements of Qualifications from several firms. Based on the evaluation of the written proposals and interview results, two consultants, including East Bay Municipal Consulting, were selected by the committee for on-call plan check and development engineering review services.

The proposed agreement with this consultant allows for on-call plan check and development engineering review services to commence March 1, 2023, and terminate June 30, 2025.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby:

1. Authorizes the City Manager, or her designee, to execute a professional services agreement, with East Bay Municipal Consulting, attached hereto as Exhibit A, for on-call plan checking and development review services, in an amount not-to-exceed $400,000 for a two-year and 4-month term.

2. Authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including approving minor changes to the proposed agreement.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on April 10, 2023, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Kimberly Cilley
Kimberly Cilley
Senior Assistant City Attorney

Exhibit A – Professional Services Agreement with East Bay Municipal Consulting

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PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2023, by and between the City of Livermore ("City"), a municipal corporation, and East Bay Municipal Consulting ("Consultant"), a sole proprietorship

RECITALS

City requires professional services to provide on-call engineering map and plan review, including planning entitlements, public improvements, and related calculations for various development assignments and miscellaneous City capital improvement projects.

Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges City has relied upon these warranties to retain Consultant.

AGREEMENT

NOW, THEREFORE, City and Consultant hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. Retention as Consultant. City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Section 3 below subject to the terms and conditions in this Agreement.

2. Relationship of Parties – Independent Contractors. The relationship of the parties shall be that of independent contractors. Consultant and its employees are not City officers or employees. Consultant is responsible for the supervision and management of its employees, including any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the services contemplated by this Agreement.

3. Description of Services. Consultant shall provide the following professional services as more particularly set forth in Exhibit "A" (collectively "the Services"):

On-call engineering map and plan review, including planning entitlements, public improvements, and related calculations for various development assignments and miscellaneous City capital improvement projects. Services include review of development projects, permit applications, entitlement processing, review of improvement plans, storm water quality control plans, and final maps. Drafting conditions of approval, agreements, and staff reports to City Council which shall be finalized by City staff. May attend meetings between staff, developers, engineers and others.

These services shall be ordered as needed pursuant to individual written project orders issued by the City and approved by the City Engineer. Project assignments will include a scope of work and budget to provide standards to determine when City will deem that project complete. City reserves the right not to order any services or expend any moneys pursuant to this Agreement.

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4. Consultant's Responsibilities. Consultant shall:

(a) Diligently perform the Services in a manner commensurate with industry, professional, and community standards;

(b) Provide the resources necessary to complete the Services in a timely manner;

(c) Obtain a business license from the City of Livermore, and keep it in effect for the term of this Agreement;

(d) Obtain and keep in effect all necessary licenses, permits, qualifications, insurance, and approvals legally and professionally required for Consultant to practice its profession and to provide the Services;

(e) Comply with all laws in effect that are related to Consultant and the Services;

(f) Coordinate the Services with Debbie Salgado ("Project Manager"), or such other person designated as the Project Manager by City;

(g) Be available to the Project Manager, and other parties referred to Consultant by the Project Manager, to answer questions or inquiries related to the Services;

(h) Only invoice City for the Services rendered. Consultant's invoice shall be in writing and describe the Services performed for the payment requested. Consultant shall not submit an invoice to City more frequently than once a calendar month;

(i) Keep and maintain invoices and records related to the Services in an organized manner. At a minimum, the records must be kept for at least 3 years from the date of final payment to Consultant and must include time sheets, work progress reports, and other documentation to adequately explain all the Services invoiced for payment. Consultant shall make the invoices and records immediately available to City upon delivery of a written request to examine, audit, or copy them at City's place of business during normal business hours. Consultant shall give City 30 calendar-days' written notice prior to destroying the invoices and records and allow City an opportunity to take possession. If City wants them, Consultant and City shall coordinate their delivery to City in the most efficient manner possible;

(j) Prepare and submit a written report to the Project Manager, within 3 business-days of the Project Manager's written request, that identifies the Services completed and in progress, the charges incurred to date, and the anticipated cost to complete the remaining Services;

(k) Consultant shall correct, at its own expense, all errors in the Services. Should Consultant fail to make such correction in a timely manner, City may make the correction and charge the cost thereof to Consultant;

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(l) If applicable, Consultant shall ensure that all work for compensation is provided in compliance with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and prevailing wages. If applicable, Consultant shall comply with all prevailing wage laws, such as sections 1773, 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the California Labor Code and any other applicable wage and hour law. If any violation of prevailing wage law associated with this Agreement is deemed to have occurred by any court or administrative authority, Consultant shall forfeit to the City, as a penalty, the sum of fifty dollars ($50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the applicable prevailing rates for any work done to accomplish the purposes of this Agreement; and,

(m) Consultant's services provided pursuant to this Agreement shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

5. Compensation and Payment.

(a) The total compensation payable by City to Consultant for the Services **SHALL NOT EXCEED** the sum of $400,000 ("not-to-exceed amount"). City shall compensate Consultant for the Services rendered at the hourly rates, task amounts or travel expenses set forth in Exhibit "A" up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates, task amounts or travel expenses are intended to be Consultant's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Consultant, its agents, and employees to provide the Services.

(b) City shall pay Consultant no later than 30 days after City receives a written invoice from Consultant and verifies the Services were performed for the payment requested.

6. Term. The term of this Agreement commences on March 1, 2023, and terminates upon the completion of the Services or June 30, 2025, whichever occurs first.

7. Termination by City. City may terminate any portion or all of the Services by giving Consultant at least 30 calendar-days written notice. Upon receipt of a termination notice, Consultant shall immediately stop all work in progress on the Services except where necessary to preserve the benefit of the work, and then assemble the work on the Services for delivery to City on the termination date. All compensation for Services performed prior to the termination date shall be payable to Consultant in accordance with Section 5.

8. Ownership of Documents. All drawings, designs, data, photographs, reports and other items prepared or obtained by Consultant in the performance of the Services are City's property and Consultant shall deliver them to City upon demand.

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9. Copyright and Right of Use. All items created by Consultant for City under this Agreement are works made for hire, and Consultant shall give City the copyright and all intellectual property rights to all items developed, prepared, and delivered as part of the Services. Consultant agrees that all aspects of the Services and items created thereby will be original works of creation and will not use, in whole or in part, any work created by any other party, except when expressly disclosed by Consultant to City and Consultant obtains a license to such items for the benefit of City. All licenses must be perpetual, world-wide, non-exclusive, and royalty free sufficient in scope to permit City's full use and enjoyment of its ownership rights in the items created by the Services.

10. Confidentiality. Consultant shall not disclose any confidential or proprietary information received from City to anyone except Consultant's employees who require access to the information to perform the Services. This obligation shall survive termination and remain in full force and effect until the information, and any copies thereof, are destroyed or returned to City.

11. Defense, Indemnity, and Hold Harmless. To the fullest extent permitted by law, Consultant shall hold harmless, indemnify, and defend with counsel selected by the City or otherwise acceptable to the City, the City and its elected and appointed officials, officers, directors, employees, agents and designated 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 contemplated by this Agreement, or in connection with Consultant's failure to comply with any of its obligations contained in this Agreement, except for such Liability caused by the sole active negligence or willful misconduct of City. Consultant's obligations to hold harmless, indemnify, and defend shall not be excused because of Consultant's inability to evaluate Liability or because Consultant evaluates Liability and determines that Consultant is not liable to the claimant. These obligations are independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement. Consultant must respond within 30 days to the tender of any claim for defense and indemnity by the City.

(a) Modification for Construction Contracts. To the extent this Agreement is a "construction contract" covered by California Civil Code section 2782, then Consultant's duty to indemnify shall not apply in a manner prohibited by California Civil Code section 2782.

(b) Modification for Design Professional Services. To the extent this Agreement is for "design professional services" defined in California Civil Code section 2782.8, then Consultant's duties to defend and indemnify shall only apply to the extent provided for in California Civil Code section 2782.8(a), unless section 2782.8(a) is not applicable for one of the reasons set forth in 2782.8(e).

12. Insurance. Consultant shall procure and maintain insurance during the term of this Agreement in the amounts and under the terms set forth in Exhibit "B" against claims that may arise from or in connection with this Agreement and performance of the Services.

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Upon reasonable written notice, Consultant shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by City's Risk Manager.

13. Acceptance of Final Payment. Consultant's acceptance of final payment will release City from any and all claims and liabilities for compensation under this Agreement.

14. Acceptance of Work. City's acceptance of, or payment to Consultant for, the Services does not release Consultant from its responsibility for the accuracy, completeness, or competency of the Services, nor do the actions constitute an assumption of Consultant's responsibility or liability by City for any defect or error in the Services.

15. Conflict of Interest. Consultant represents that no City employee or official has a financial interest in Consultant. Consultant shall not offer, encourage, or accept any financial interest in any part of Consultant's business by or from a City employee or official during the term of this Agreement or as a result of being awarded this Agreement. If any of the Services are paid by reimbursement from an agreement between City and a private party, Consultant represents that it has not performed any work for that private party during the 12-month period prior to the execution of this Agreement, and that it shall not negotiate, offer or accept any contract for services from that party during the term of this Agreement.

16. Economic Disclosure. Consultant shall comply with City's local conflict of interest code and the Political Reform Act, and prepare and file an economic disclosure statement if the Services involve making, or participation in making, decisions which may have a material effect on the Consultants' financial interest. While it is Consultant's sole responsibility to evaluate its conflicts of interest, the Consultant nevertheless agrees to prepare and file an economic disclosure statement if requested by City.

17. Non-Exclusive Agreement. This is a non-exclusive agreement. City reserves the right to provide, and to retain other consultants to provide, services that are the same or similar to the Services described in this Agreement.

18. No Assignment. Consultant shall not assign or subcontract any of the Services without City's prior written consent. For the purposes of this section, a change of fifty-percent or more in the ownership or control of Consultant constitutes an assignment.

19. Remedies. All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative, and the invocation of a right or remedy will not be construed to waive or elect a remedy with respect to any other available right or remedy. As a condition precedent to commencing legal action involving a claim or dispute against City arising from this Agreement, the Consultant must present a written claim to City in accordance with Chapter 3.42 of the Livermore Municipal Code.

20. Construction of Language. The terms and conditions in this Agreement have been arrived at through negotiation and each party had a full and fair opportunity to review and revise this Agreement with legal counsel. Any ambiguity in this Agreement will not be resolved against either party as the drafting party. In the event of an inconsistency or

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conflict between the language in the body of the Agreement and an attachment hereto, the language in the body of the Agreement controls.

21. Entire Agreement; Modification. This Agreement supersedes all other agreements, whether oral or written, between the parties with respect to the Services. Any modification to this Agreement must be in writing and signed by both parties. In the event the original of this Agreement is lost or destroyed, an archival copy maintained by City can be used in place of the original for all purposes with the same effect as if it was the original.

22. Notice. Notices under this Agreement must be delivered to the addresses below by deposit in the United States mail or by overnight delivery service, with postage prepaid and delivery confirmation:

TO CITY: Attention: Bob Vinn
City of Livermore
1052 S Livermore Avenue
Livermore, California 94550

TO CONSULTANT: Attention: Bashir Anastas
East Bay Municipal Engineering
484 Lake Park Ave #644
Oakland, CA 94610

23. Waiver. Failure to insist upon the strict performance of any term or conditions in this Agreement, no matter how long the failure continues, is not a waiver of the term or condition and does not bar the right to subsequently demand strict performance. To be effective, a waiver must be in writing and signed by the non-breaching party.

24. Severability. If a court of competent jurisdiction determines a provision in this Agreement is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired in any way.

25. Survival. The terms, conditions, and obligations in Sections 8, 9, 10, and 11 shall survive the completion or termination of this Agreement.

26. Electronic Signatures. By signing this document, you are agreeing that you have reviewed this disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

27. Counterparts. This Agreement may be executed and delivered in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email, or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof

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shall be deemed to constitute duplicate originals and shall be valid and effective for all purposes.

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Signatures and Attachment List on the Next Page

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In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement, effective on the date first written above.

CONSULTANT: **Dated:**

DocuSigned by:
Bashir Anastas
A836366430ED498...

3/17/2023 | 7:46 AM PDT

By: Bashir Anastas
Title: Principal

CITY OF LIVERMORE: **Dated:**

Marianna Marysheva
City Manager

APPROVED AS TO FORM:

DocuSigned by:
kimberly Cilley
70AABF2D2EAC450...

Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
492639AA373F4CA...

Risk Manager/Analyst

Attachments:

Exhibit A – Scope of Work
Exhibit B – Insurance Requirements

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Exhibit A

EAST BAY MUNICIPAL CONSULTING

SCOPE OF SERVICES

Bashir Anastas, Principal, will perform the following tasks based on the priority assigned by the City Project Manager, and track and provide progress reports on a monthly basis.

Development Review Services

Map review services entail the following tasks:

- Prepare conditions of approval as requested
- Review subdivision maps for technical correctness; and compliance with the City's subdivision ordinance, the California Subdivision Map Act, and project conditions of approval.
- Prepare correspondence, reports, staff reports and agreements, as necessary to complete the map review process.
- Review Lot Line Adjustments and Lot Mergers.
- Review and process dedications/vacations of City right-of-way and easements.

Improvement plan review services entail the following tasks:

- Establish performance, labor and material bond amounts and other development fees.
- Review of on-site and off-site improvement plans for conformance with the City's development code and Conditions of Approval.
- Evaluation of required reports, studies, improvement plans, and design professional's recommendations and cost estimates.
- Attend meetings as requested.

Review of building permits entail the following tasks:

- Review of the site plan for conformance with Conditions of Approval.
- Review of utility connections for conformance with the City Standards.
- Review of grease interceptor and trash enclosure requirements where applicable.
- Calculate impact fees.

Other Services as Assigned

East Bay Municipal Consulting will provide assistance with all other municipal engineering services as assigned.

All services are subject to finalization/approval by staff

Hourly Rate

Hourly rate to provide Development Review Services: $180.00

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EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:
   $1,000,000 per occurrence/**$2,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
   $1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
   Statutory limits as required by the State of California including **$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability".
4. Professional Liability/Errors and Omissions:
   $1,000,000 per claim. Consultant/Contractor warrants that any retroactive date under this policy shall precede the effective date of this contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.

Deductibles and Self-Insured Retention

All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City of Livermore. The City of Livermore reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII and accepted to do business in the State of California, unless otherwise acceptable to the City of Livermore.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Livermore, its officers, officials, employees, and designated

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volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant/Contractor; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.

2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the Consultant's/Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
3. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.
4. The Consultant's/Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550

Verification of Coverage

Consultant/Contractor shall furnish certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. The City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.3**

DATE: April 10, 2023

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution authorizing execution of an agreement with Frogparking, Inc., to supply and install parking guidance technology in the L Street Parking Garage in an amount not-to-exceed $295,384, as part of the Livermore Village Parking Garage Construction, Project 586003.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an agreement with Frogparking Inc, to supply and install parking guidance technology in the L Street Parking Garage in the not-to-exceed amount of $295,384 as part of the Livermore Village Parking Garage Construction, Project 586003.

SUMMARY

This Professional Services Agreement, in the amount of $295,384, will authorize Frogparking Inc. to supply and install parking guidance technology in the L Street Parking Garage. The system will monitor the number of parking spaces that are available in the garage. Attachment 1 shows the garage site plan. Signs will display the number of parking spaces that are available on each of the four levels in the 452 parking-space garage. Services include adding information on the availability of parking in the L Street Garage to the existing "Livermore Parking" application that was developed by Frogparking for the Railroad Garage and I Street Garages. Five years of maintenance and software support are also covered in the agreement.

DISCUSSION

On January 30, 2018, the City Council approved the locations for open space, housing, parking and circulation systems, cultural facilities, commercial uses, and a hotel for the Downtown catalyst sites. The approved plan includes additional parking on the northwest side of the existing Livermore Valley Parking Garage located at I Street and Railroad Avenue (I Street Garage) and additional parking at the southwest corner of the Livermore Village Site. City Council directed staff to maintain the existing parking supply during all phases of downtown development and to provide adequate parking for all existing and new development. The new Livermore Village Parking Garage (L Street Garage) will help meet these

objectives.

The Planning Commission reviewed the project on August 21, 2018, and determined that it is consistent with the Livermore General Plan and related polices. On September 11, 2018, the City Council approved Downtown Design Review 18-006 for the project subject to the Conditions of Approval and directed staff to file the Notice of Determination.

The City moved forward with constructing the I Street Garage first while the final parcel of property was purchased for the L Street Garage. On February 22, 2021, the City Council awarded the construction contract for the I Street Garage. At this meeting, the City Council requested that a software application be developed showing the number of the available parking spaces in the garage. City staff researched which parking technology companies include a parking application as part of their services. Frogparking Inc. was the only parking technology company at the time that provided a parking application as part of their standard services. Frogparking Inc. was selected to supply and install parking technology in the I Street Parking Garage. The I Street Garage was completed in June 2022. The "Livermore Parking" application was developed by Frogparking Inc. and is available for the public to download. The application shows the number of available parking spaces in each section of the Railroad and I Street Parking Garages. This application is new, still being enhanced, and based on the download numbers is not widely used by the public at this time. Staff will increase outreach regarding the application to the community in the coming months as well as developing satisfaction surveys for users.

City Council awarded the L Street Garage construction contract on November 28, 2022. Construction is scheduled to begin in Spring 2023 and be completed by Fall 2024.

This agreement with Frogparking in the amount of $295,384 will authorize Frogparking to install a parking technology system in the L Street Garage. The system will monitor each parking space and determine whether it is available or occupied. At the entrance to the garage off of Veterans Way, a sign will display the number of spaces available on all four levels of the garage. Signs will also be installed at each fork in the drive aisle displaying available parking in each direction. Information from the L Street Garage will be added to the existing "Livermore Parking" parking application which can be downloaded by the public. Upon completion of the L Street Garage, the application will provide real time information for all of the 1,218 parking spaces in the three downtown garages: Railroad, I Street, and L Street. In the future, this real time parking information system can be expanded to include on-street parking. Five years of maintenance are included in the agreement for the parking technology system in the L Street Garage. Five years of software subscription and application support are also included in the agreement.

FISCAL AND ADMINISTRATIVE IMPACTS

On September 12, 2022, the City Council approved the issuance of up to $47 million in bonds (2022 COP Debt Construction Fund 320) for the L Street Parking Garage construction, Project 586003, and some other associated downtown projects. Based on the construction bids received, the total amount of the bonds will be $41,060,000. Council approved the following fiscal year expenditures from Fund 320 for the L Street Garage Project when the construction contract was awarded on November 28, 2022: $11.7 Million in Fiscal Year 2022-23 and $26.7 Million in Fiscal Year 2023-24. The current budget allocation is sufficient to cover the cost of this professional services agreement, and all other project costs including Phase 1 construction of the parking lot and trash enclosure, Phase 2 construction of the garage, change order allowances, design, inspection, materials testing, construction management, project management, and building permit fees.

Five years of maintenance, software subscription, and application support are included in the agreement. The ongoing cost for these items is currently $12,770 per year. This cost will be funded from the operating budget with Facilities Rehabilitation Program Fees (Fund 740).

COMMUNITY PILLAR

4: Inclusive & Inviting Spaces & Places
5. A City That works

GOAL

Pillar 4, Goal 3: Continue to implement the Downtown Specific Plan
Pillar 5 Goal 11: Modernize key business systems and processes to increase efficiency and improve transparency

GUIDING DOCUMENT

Downtown Specific Plan

ATTACHMENTS

1. Site Plan
2. Resolution
3. Exhibit A - Agreement with Frogparking Inc.

Prepared by: Joel Waxdeck
Assistant City Engineer

Approved by:

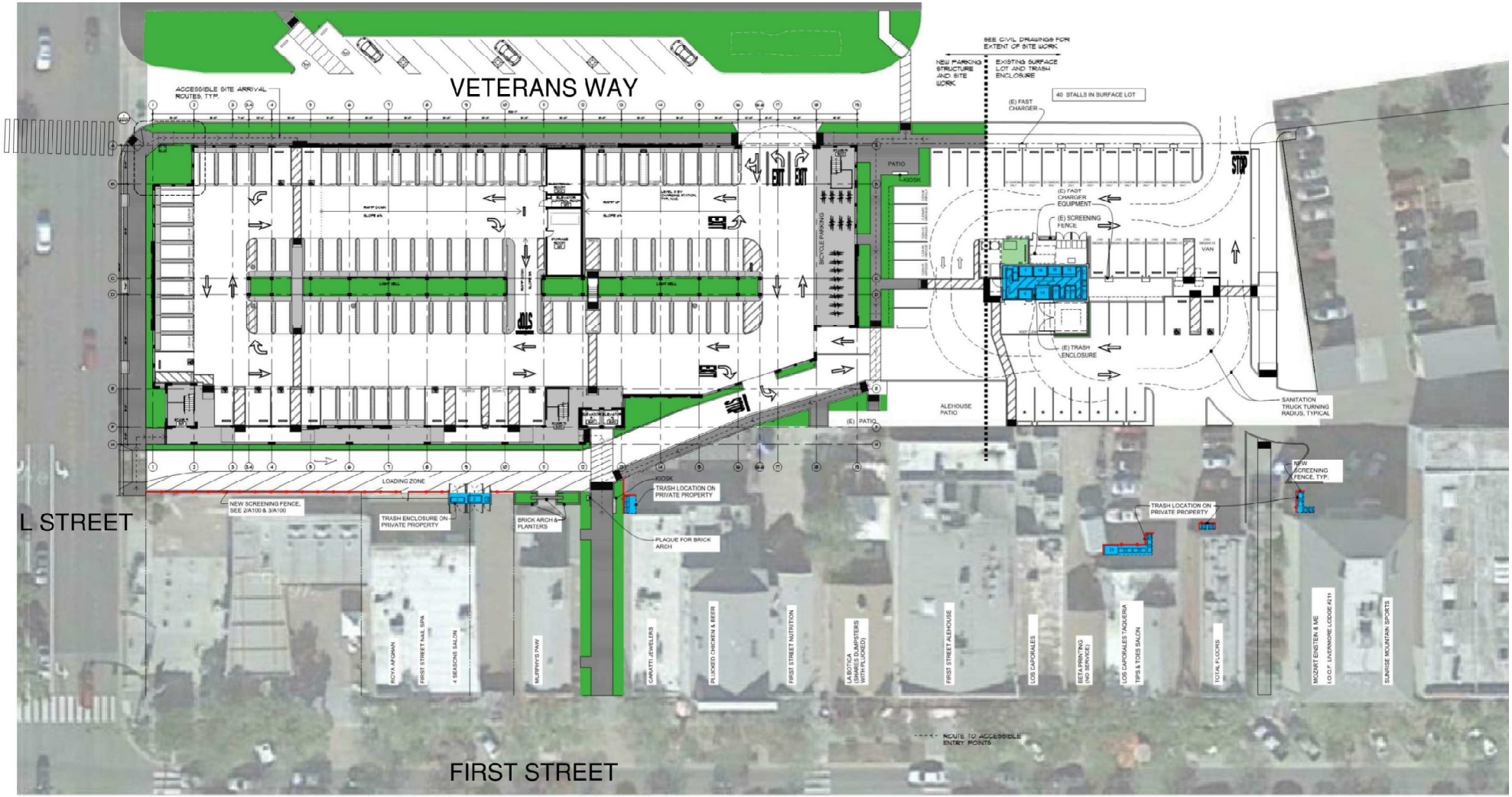
Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

Livermore Village Garage

Site Plan



LIVERMORE CALIFORNIA

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FROGPARKING, INC., IN AN AMOUNT NOT-TO-EXCEED $295,384, TO SUPPLY AND INSTALL PARKING GUIDANCE TECHNOLOGY IN THE L STREET GARAGE

(Livermore Village Parking Garage Construction, Project No.586003)

The Livermore Village Parking Garage (L Street Garage) Construction Project involves constructing a garage and associated site improvements at the southwest corner of the Livermore Village site. The Engineering Division requires a company to supply and install parking guidance technology in the L Street Parking Garage. This Professional Services Agreement with Frogparking, Inc., in an amount not-to-exceed $295,384, covers this required work.

The system will monitor whether each of the 452 spaces in the garage are occupied. Signs will display the amount of available spaces on each of the four levels in the garage. Services also include adding information on the availability of parking in the L Street Garage to the existing "Livermore Parking" application that was developed by Frogparking for the Railroad Garage and I Street Garages. Five years of maintenance and software support are also covered in the agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that the City Manager is authorized to execute a Professional Services Agreement with Frogparking, Inc., attached hereto as Exhibit A, in an amount not-to-exceed $295,384, to supply and install parking guidance technology in the L Street Parking Garage as part of the Livermore Village Parking Garage (L Street Garage) Construction Project 586003.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on April 10, 2023, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Assistant City Attorney

Exhibit A – Agreement with Frogparking, Inc.

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PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2023, by and between the City of Livermore ("City"), a municipal corporation, and Frogparking Inc. ("Consultant"), an incorporated company registered in the state of Delaware.

RECITALS

City requires professional services to supply and install parking guidance technology in the L Street Parking Garage as part of Livermore Village Parking Garage Construction Project 586003.

Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges City has relied upon these warranties to retain Consultant.

AGREEMENT

NOW, THEREFORE, City and Consultant hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. Retention as Consultant. City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Section 3 below subject to the terms and conditions in this Agreement.

2. Relationship of Parties – Independent Contractors. The relationship of the parties shall be that of independent contractors. Consultant and its employees are not City officers or employees. Consultant is responsible for the supervision and management of its employees, including any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the services contemplated by this Agreement.

3. Description of Services. Consultant shall provide the following professional services as more particularly set forth in Exhibit "A" (collectively "the Services"):

Supply and install parking guidance technology in the L Street Parking Garage as part of Livermore Village Parking Garage Construction Project 586003.

4. Consultant's Responsibilities. Consultant shall:

(a) Diligently perform the Services in a manner commensurate with industry, professional, and community standards;

(b) Provide the resources necessary to complete the Services in a timely manner;

(c) Obtain a business license from the City of Livermore, and keep it in effect for the term of this Agreement;

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(d) Obtain and keep in effect all necessary licenses, permits, qualifications, insurance, and approvals legally and professionally required for Consultant to practice its profession and to provide the Services;

(e) Comply with all laws in effect that are related to Consultant and the Services;

(f) Coordinate the Services with Edward Reyes ("Project Manager"), or such other person designated as the Project Manager by City;

(g) Be available to the Project Manager, and other parties referred to Consultant by the Project Manager, to answer questions or inquiries related to the Services;

(h) Only invoice City for the Services rendered. Consultant's invoice shall be in writing and describe the Services performed for the payment requested. Consultant shall not submit an invoice to City more frequently than once a calendar month;

(i) Keep and maintain invoices and records related to the Services in an organized manner. At a minimum, the records must be kept for at least 3 years from the date of final payment to Consultant and must include time sheets, work progress reports, and other documentation to adequately explain all the Services invoiced for payment. Consultant shall make the invoices and records immediately available to City upon delivery of a written request to examine, audit, or copy them at City's place of business during normal business hours. Consultant shall give City 30 calendar-days' written notice prior to destroying the invoices and records and allow City an opportunity to take possession. If City wants them, Consultant and City shall coordinate their delivery to City in the most efficient manner possible;

(j) Prepare and submit a written report to the Project Manager, within 3 business-days of the Project Manager's written request, that identifies the Services completed and in progress, the charges incurred to date, and the anticipated cost to complete the remaining Services;

(k) Consultant shall correct, at its own expense, all errors in the Services. Should Consultant fail to make such correction in a timely manner, City may make the correction and charge the cost thereof to Consultant;

(l) If applicable, Consultant shall ensure that all work for compensation is provided in compliance with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and prevailing wages. If applicable, Consultant shall comply with all prevailing wage laws, such as sections 1773, 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the California Labor Code and any other applicable wage and hour law. If any violation of prevailing wage law associated with this Agreement is deemed to have occurred by any court or administrative authority, Consultant shall forfeit to the City, as a penalty, the sum of fifty dollars ($50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the applicable prevailing rates for any work done to accomplish the purposes of this Agreement; and,

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(m) Consultant's services provided pursuant to this Agreement shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

5. Compensation and Payment.

(a) The total compensation payable by City to Consultant for the Services **SHALL NOT EXCEED** the sum of $295,384 ("not-to-exceed amount"). City shall compensate Consultant for the Services rendered at the hourly rates, task amounts or travel expenses set forth in Exhibit "A" up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates, task amounts or travel expenses are intended to be Consultant's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Consultant, its agents, and employees to provide the Services.

(b) City shall pay Consultant no later than 30 days after City receives a written invoice from Consultant and verifies the Services were performed for the payment requested.

6. Term. The term of this Agreement commences on February 14, 2023, and terminates upon the completion of the Services or December 31, 2029, whichever occurs first.

7. Termination by City. City may terminate any portion or all of the Services by giving Consultant at least 30 calendar-days written notice. Upon receipt of a termination notice, Consultant shall immediately stop all work in progress on the Services except where necessary to preserve the benefit of the work, and then assemble the work on the Services for delivery to City on the termination date. All compensation for Services performed prior to the termination date shall be payable to Consultant in accordance with Section 5.

8. Ownership of Documents. All drawings, designs, data, photographs, reports and other items prepared or obtained by Consultant in the performance of the Services are City's property and Consultant shall deliver them to City upon demand.

9. Copyright and Right of Use. All items created by Consultant for City under this Agreement are works made for hire, and Consultant shall give City the copyright and all intellectual property rights to all items developed, prepared, and delivered as part of the Services. Consultant agrees that all aspects of the Services and items created thereby will be original works of creation and will not use, in whole or in part, any work created by any other party, except when expressly disclosed by Consultant to City and Consultant obtains a license to such items for the benefit of City. All licenses must be perpetual, world-wide, non-exclusive, and royalty free sufficient in scope to permit City's full use and enjoyment of its ownership rights in the items created by the Services.

10. Confidentiality. Consultant shall not disclose any confidential or proprietary information received from City to anyone except Consultant's employees who require access to the information to perform the Services. This obligation shall survive termination and remain in full force and effect until the information, and any copies thereof, are destroyed or returned to City.

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11. Defense, Indemnity, and Hold Harmless. To the fullest extent permitted by law, Consultant shall hold harmless, indemnify, and defend with counsel selected by the City or otherwise acceptable to the City, the City and its elected and appointed officials, officers, directors, employees, agents and designated 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 contemplated by this Agreement, or in connection with Consultant's failure to comply with any of its obligations contained in this Agreement, except for such Liability caused by the sole active negligence or willful misconduct of City. Consultant's obligations to hold harmless, indemnify, and defend shall not be excused because of Consultant's inability to evaluate Liability or because Consultant evaluates Liability and determines that Consultant is not liable to the claimant. These obligations are independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement. Consultant must respond within 30 days to the tender of any claim for defense and indemnity by the City.

(a) Modification for Construction Contracts. To the extent this Agreement is a "construction contract" covered by California Civil Code section 2782, then Consultant's duty to indemnify shall not apply in a manner prohibited by California Civil Code section 2782.

(b) Modification for Design Professional Services. To the extent this Agreement is for "design professional services" defined in California Civil Code section 2782.8, then Consultant's duties to defend and indemnify shall only apply to the extent provided for in California Civil Code section 2782.8(a), unless section 2782.8(a) is not applicable for one of the reasons set forth in 2782.8(e).

12. Insurance. Consultant shall procure and maintain insurance during the term of this Agreement in the amounts and under the terms set forth in Exhibit "B" against claims that may arise from or in connection with this Agreement and performance of the Services. Upon reasonable written notice, Consultant shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by City's Risk Manager.

13. Acceptance of Final Payment. Consultant's acceptance of final payment will release City from any and all claims and liabilities for compensation under this Agreement.

14. Acceptance of Work. City's acceptance of, or payment to Consultant for, the Services does not release Consultant from its responsibility for the accuracy, completeness, or competency of the Services, nor do the actions constitute an assumption of Consultant's responsibility or liability by City for any defect or error in the Services.

15. Conflict of Interest. Consultant represents that no City employee or official has a financial interest in Consultant. Consultant shall not offer, encourage, or accept any financial interest in any part of Consultant's business by or from a City employee or official during the term of this Agreement or as a result of being awarded this Agreement. If any of the Services are paid by reimbursement from an agreement between City and a private

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party, Consultant represents that it has not performed any work for that private party during the 12-month period prior to the execution of this Agreement, and that it shall not negotiate, offer or accept any contract for services from that party during the term of this Agreement.

16. Economic Disclosure. Consultant shall comply with City's local conflict of interest code and the Political Reform Act, and prepare and file an economic disclosure statement if the Services involve making, or participation in making, decisions which may have a material effect on the Consultants' financial interest. While it is Consultant's sole responsibility to evaluate its conflicts of interest, the Consultant nevertheless agrees to prepare and file an economic disclosure statement if requested by City.

17. Non-Exclusive Agreement. This is a non-exclusive agreement. City reserves the right to provide, and to retain other consultants to provide, services that are the same or similar to the Services described in this Agreement.

18. No Assignment. Consultant shall not assign or subcontract any of the Services without City's prior written consent. For the purposes of this section, a change of fifty-percent or more in the ownership or control of Consultant constitutes an assignment.

19. Remedies. All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative, and the invocation of a right or remedy will not be construed to waive or elect a remedy with respect to any other available right or remedy. As a condition precedent to commencing legal action involving a claim or dispute against City arising from this Agreement, the Consultant must present a written claim to City in accordance with Chapter 3.42 of the Livermore Municipal Code.

20. Construction of Language. The terms and conditions in this Agreement have been arrived at through negotiation and each party had a full and fair opportunity to review and revise this Agreement with legal counsel. Any ambiguity in this Agreement will not be resolved against either party as the drafting party. In the event of an inconsistency or conflict between the language in the body of the Agreement and an attachment hereto, the language in the body of the Agreement controls.

21. Entire Agreement; Modification. This Agreement supersedes all other agreements, whether oral or written, between the parties with respect to the Services. Any modification to this Agreement must be in writing and signed by both parties. In the event the original of this Agreement is lost or destroyed, an archival copy maintained by City can be used in place of the original for all purposes with the same effect as if it was the original.

22. Notice. Notices under this Agreement must be delivered to the addresses below by deposit in the United States mail or by overnight delivery service, with postage prepaid and delivery confirmation:

TO CITY: Attention: City Engineer
Cc: Project Manager
1052 S Livermore Avenue
Livermore, California 94550

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TO CONSULTANT: Attention: Martyn Brewer
Frogparking Inc
9273 Research Drive
Irvine, California 92618

23. Waiver. Failure to insist upon the strict performance of any term or conditions in this Agreement, no matter how long the failure continues, is not a waiver of the term or condition and does not bar the right to subsequently demand strict performance. To be effective, a waiver must be in writing and signed by the non-breaching party.

24. Severability. If a court of competent jurisdiction determines a provision in this Agreement is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired in any way.

25. Survival. The terms, conditions, and obligations in Sections 8, 9, 10, and 11 shall survive the completion or termination of this Agreement.

26. Electronic Signatures. By signing this document, you are agreeing that you have reviewed this disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

27. Counterparts. This Agreement may be executed and delivered in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email, or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals and shall be valid and effective for all purposes.

****

Signatures and Attachment List on the Next Page

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In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement, effective on the date first written above.

CONSULTANT:

DocuSigned by:
Martyn Brewer
D53D24C0C4CA40E...

By: Martyn Brewer
Title: Vice President USA

DS
MR
Matt Robertson
CFO

Dated:

1/23/2023 | 5:08 PM PST

CITY OF LIVERMORE:

Dated:

Marianna Marysheva
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Jara Mazzanti
245F8B33F34C4B7...

Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
492639AA373F4CA...

Risk Manager/Analyst

Attachments:

Exhibit A – Scope of Work
Exhibit B – Insurance Requirements

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Exhibit A

Scope of Services

Parking Guidance Technology

Livermore Village Parking Garage Construction

Project 586003

Frogparking Scope of Work

1. Frogparking will supply 101 required indoor Frogparking Dropper LIDAR fixtures which hold the LIDAR laser sensors aimed at each indoor parking stall
2. Frogparking will provide for each Dropper LIDAR fixtures the required 2 Wago electrical connectors and two ¾ inch screws which mount the Dropper fixture to a precast 4s hexagonal junction box in the ceiling
3. Frogparking will provide 116 hybrid recessed mounted sensors
4. Frogparking will scan the deck through a third party to identify locations for any rebar or PT cable
5. Froparking will core drill through a third party to drill a 3 ½ inch diameter hole to the depth of 1 inch to recess mount the sensors as per the specifications for this sensor
6. Frogparking will supply 10 required 120vac /48vdc UL Power Supplies to be connected to 120vac single phase power at the 10 12x12 large Junction boxes
7. Frogparking will provide and install 6 Frogparking indoor gateways. These gateways will be affixed to the large 12x12 junction boxes at the 120vac locations and connected to the 48dc power supply
8. Frogparking will supply 3 Frogparking Solar powered outdoor gateways on the roof.
9. Frogparking will install Solar powered GPRS Gateways on existing customer owned light poles. Generally, the Gateways are installed 8 to 12 feet above ground, depending on local conditions. Generally, the Gateways are positioned to face south, west, or east depending on the site conditions
10. Frogparking will install data SIM cards into 8 gateways
11. Frogparking will supply and install 7 indoor K2 Channel signs as located on drawings Indoor K2 Channel signs are mounted with Hilti fasteners ¾ inch into the concrete ceiling and then suspended with threaded rod, so that the bottom of the sign is ½ inch above the lowest portion of the nearest concrete beam
12. Frogparking will supply and install 1 Monument sign which bolt to the ground at the entry to

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the parking garage

13. Frogparking will test and Commission the entire system
14. All required transportation of Frogparking hardware from our Irvine warehouse to City of Livermore construction site. Frogparking will not store any equipment on site.
15. Frogparking will obtain a local City Business License
16. Frogparking will program each Frogparking sensor using GPS coordinates.
17. Frogparking will set up the Frogparking Microsoft Azure web services site, customize the Frogparking dashboards and APP
18. Frogparking will set up Web access to customer Parking Administrators and Parking managers, and perform 4 hours of software training
19. Frogparking will remotely monitor the system for accuracy and create and email monthly reports
20. Annual software subscription for 5 years after system start-up
21. Annual data SIM connection for 5 years after system start-up
22. Maintenance & Service for 5 years after system start-up

City Contractor's Electrician - Scope of Work Required

1. Electrician will install 101 4s hexagon boxes and minimum ¾ inch conduit precast into the ceiling to each of the dropper locations marked on the drawings
2. Electrician will install 7 4s hexagon boxes and minimum ¾ inch conduit precast into the ceiling to each K2 channel sign location marked on the map
3. Electrician will install 120vac to the monument sign located outside of the garage
4. Electrician will install 10 12x12x4 junction boxes at each 120vac to 48dc location marked on the map
5. Electrician will install an isolator switch at each 120vac junction box location marked on the map
6. Electrician will install, pull and loop through each 4s box UL listed 2 conductor 16/2 stranded wire for 48dc low voltage from the 120vac junction box locations including channel signage locations
7. Electrician will install 10 required 120vac /48vdc UL Power Supplies to be connected to 120vac single phase power at the larger Junction boxes

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2

Pricing and Mark-ups for L Street Garage

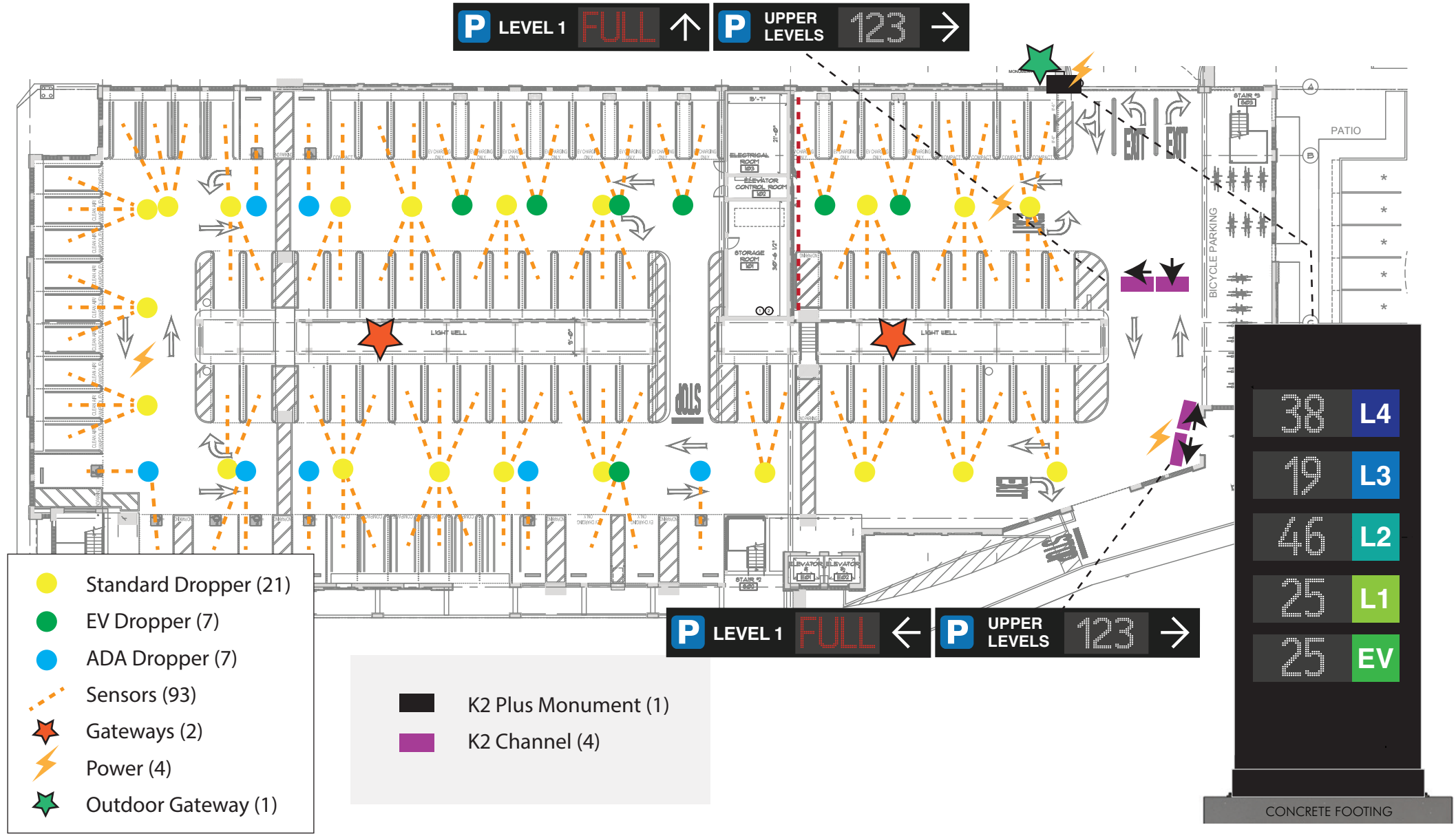
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Markups

Carpark: Livermore
Date: 13th October, 2022, 2022
Reference: Level 1

frogparking

EXHIBIT A



** Project estimation only - Based on a typical parking structure. Pricing may change due to unknown/unforseen site specific factors. // Quantities assume there are no concrete walls obstructing line of site from gateways to all hardware.*
** This markup assumes ceiling and beam height is suitable to allow direct line of site between dropper chandelier and parking space; Site walk & Frogparking approval necessary.*

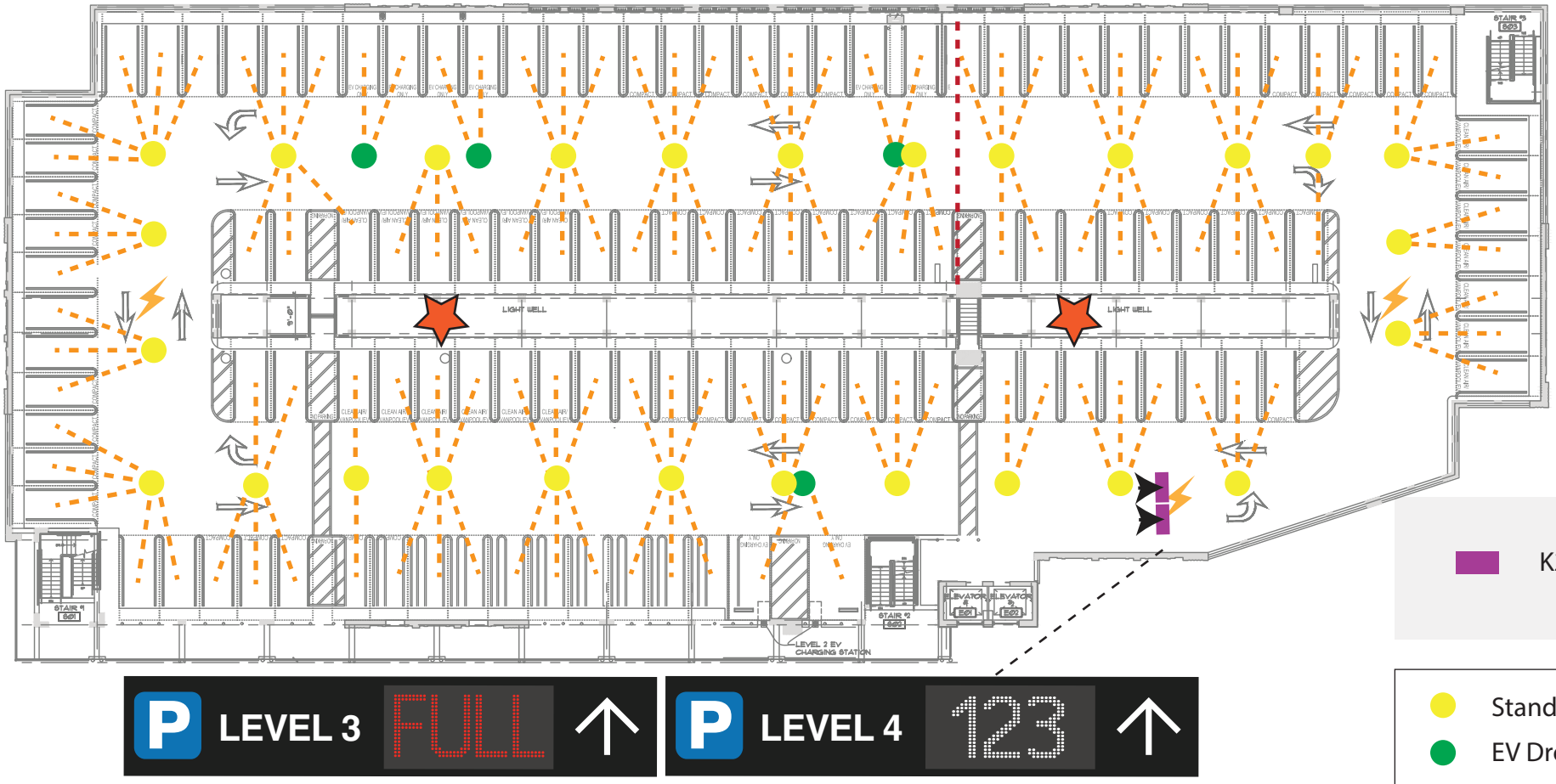
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Markups

Carpark: Livermore
Date: 13th October, 2022, 2022
Reference: Level 2

frogparking

EXHIBIT A



** Project estimation only - Based on a typical parking structure. Pricing may change due to unknown/unforseen site specific factors. // Quantities assume there are no concrete walls obstructing line of site from gateways to all hardware.*
** This markup assumes ceiling and beam height is suitable to allow direct line of site between dropper chandelier and parking space; Site walk & Frogparking approval necessary.*

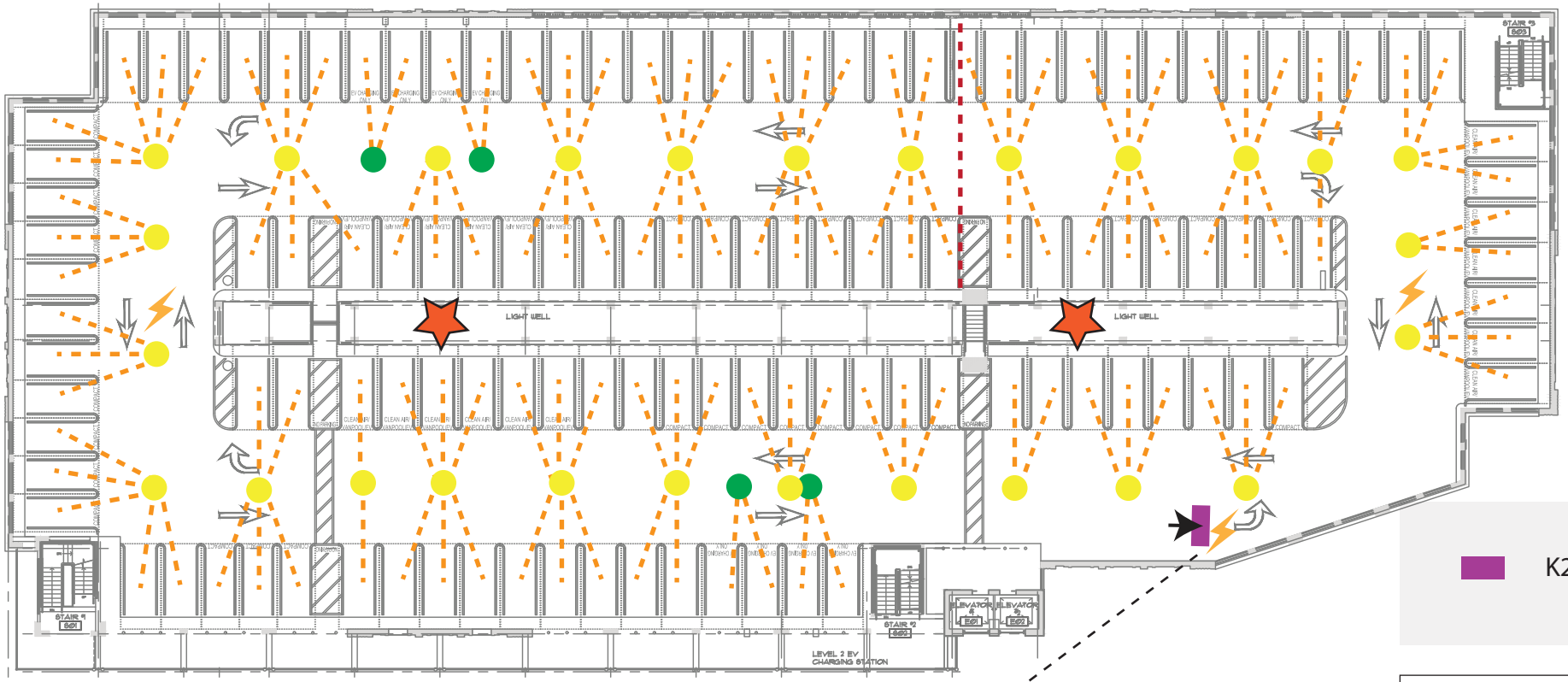
DocuSign Envelope ID: 05212049-91F9-42AB-89D5-B4FBCCD77668

Markups

Carpark: Livermore
Date: 13th October, 2022, 2022
Reference: Level 3

frogparking

EXHIBIT A



K2 Channel (1)

Standard Dropper (27)
EV Dropper (4)
Sensors (123)
Gateways (2)
Power (3)

** Project estimation only - Based on a typical parking structure. Pricing may change due to unknown/unforseen site specific factors. // Quantities assume there are no concrete walls obstructing line of site from gateways to all hardware.*
** This markup assumes ceiling and beam height is suitable to allow direct line of site between dropper chandelier and parking space; Site walk & Frogparking approval necessary.*

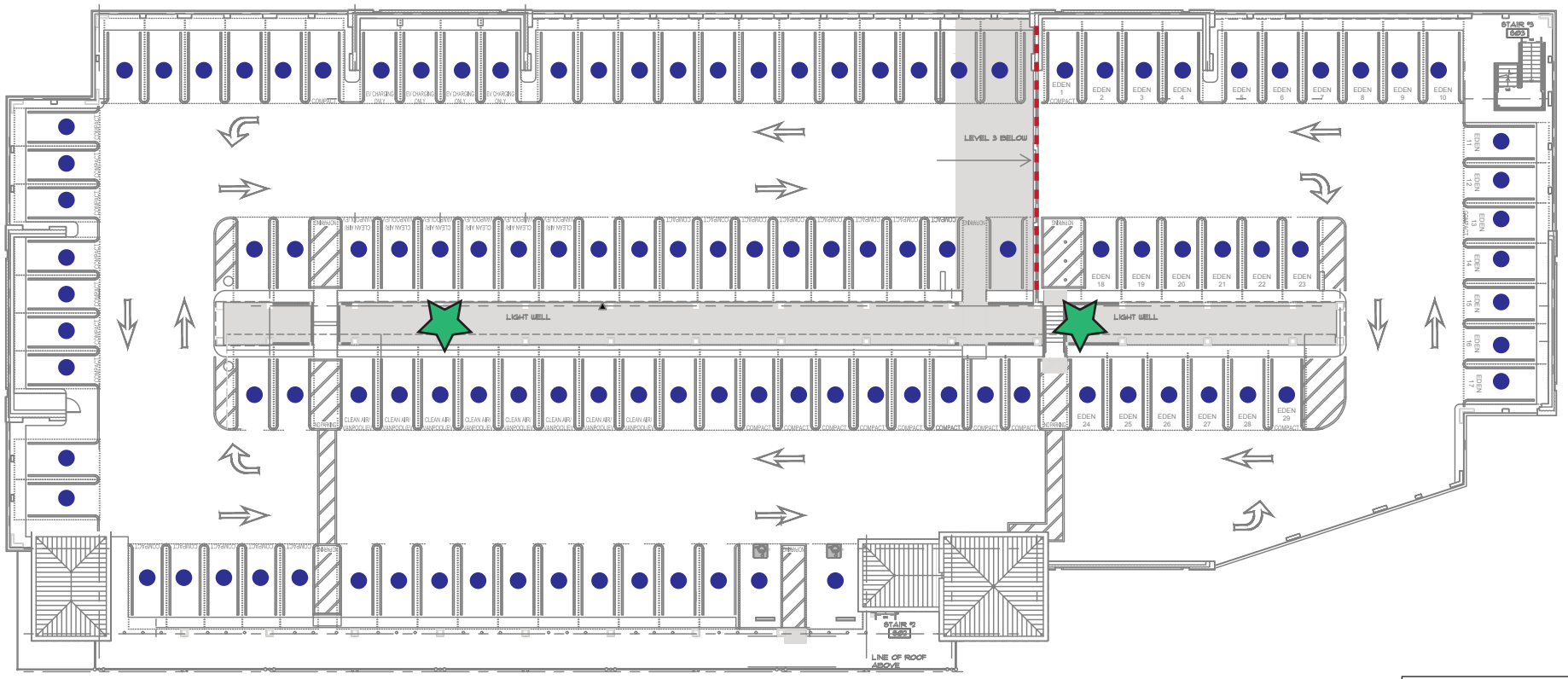
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Markups

Carpark: Livermore
Date: 13th October, 2022, 2022
Reference: Rooftop

frogparking

EXHIBIT A



- Outdoor Sensor (116)
- Outdoor Gateways (2)

** Project estimation only - Based on a typical parking structure. Pricing may change due to unknown/unforseen site specific factors. // Quantities assume there are no concrete walls obstructing line of site from gateways to all hardware.*
** This markup assumes ceiling and beam height is suitable to allow direct line of site between dropper chandelier and parking space; Site walk & Frogparking approval necessary.*

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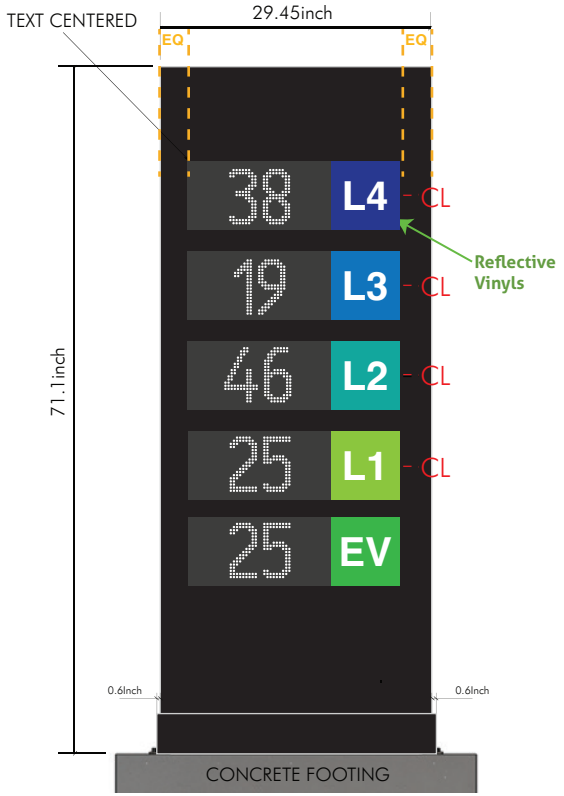
Sign Designs

Parking Lot: Livermore
Date: 13th October, 2022
Sign: K2 Monument Plus
Quantity: x1

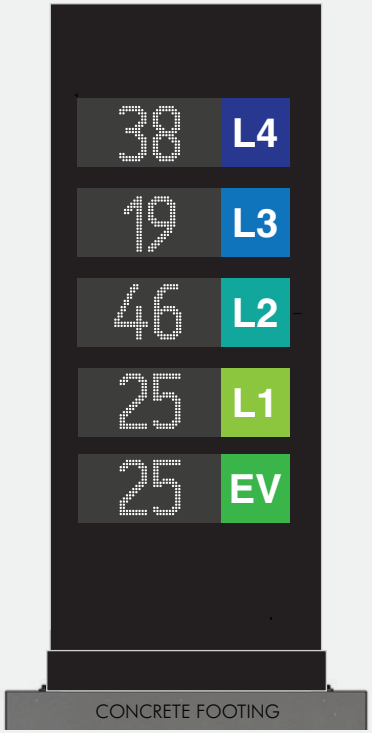
frogparking

EXHIBIT A

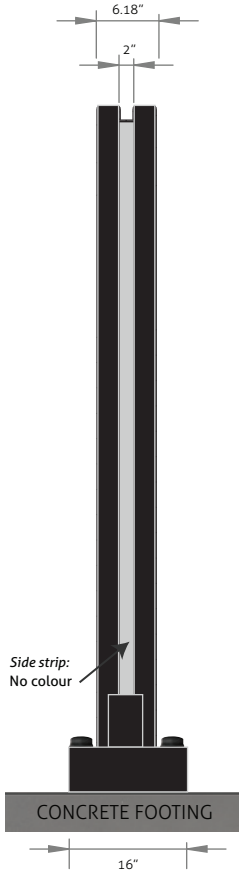
Face A
Dimensioned view



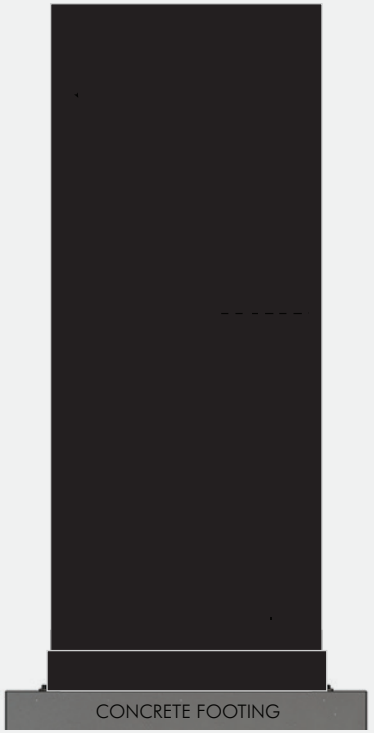
Preview



Side View
Dimensioned view



Dimensioned View



Signage Specification:			
Sign body:	DURALLOY SOLID APPLIANCE WHITE MATT 9151274M Powdercoating		
Letters/Numbers	Outdoor vinyls	*Font type:*	**Halvetica Bold**
		Antennae	Height: 1.26inch | Diameter: 2.64inch

INITIAL
Frogparking:
Customer:

DocuSign Envelope ID: 05212049-91F9-42AB-89D5-B4FBCCD77668

Your Quote

Capital Expenditure



Account Name	Livermore, City of	Created Date	8/11/2022
Billing Address	1052 South Livermore Avenue Livermore CA 94550 United States	Expiration Date	3/31/2023
		Quote Name	First Year Project Cost
		Opportunity Name	L Street Garage - Full Guidance

Product	Quantity	Sales Price	Discount	Total Price
Indoor Guidance - Laser Dropper Assembly - 1 sensor configuration	5.00	USD 353	15.00%	USD 1,500
Indoor Guidance - Laser Dropper Assembly - 2 sensor configuration	26.00	USD 438	15.00%	USD 9,680
Indoor Guidance - Laser Dropper Assembly - 3 sensor configuration	32.00	USD 522	15.00%	USD 14,198
Indoor Guidance - Laser Dropper Assembly - 4 sensor configuration	3.00	USD 607	15.00%	USD 1,548
Indoor Guidance - Laser Dropper Assembly - 5 sensor configuration	13.00	USD 692	15.00%	USD 7,647
Indoor Guidance - Laser Dropper Assembly - 6 sensor configuration	18.00	USD 777	15.00%	USD 11,888
115 V Power Supply	10.00	USD 98		USD 980
Gateway - GPRS DC (4G) Nth. America/APAC	6.00	USD 1,588	15.00%	USD 8,099
Outdoor Guidance - Frog - Hybrid - Recess Mount - Nth. America/APAC	116.00	USD 207	15.00%	USD 20,410
Gateway - GPRS Solar (4G) - White - Nth. America/APAC	3.00	USD 1,588	15.00%	USD 4,049
Sign - Channel - K2 - Single Module (DC-Input) - Nth. America/APAC	7.00	USD 1,999	15.00%	USD 11,894
Sign - Monument - K2+ 5/0 (Freestanding, AC-input) - Nth. America/APAC	1.00	USD 11,839	15.00%	USD 10,063
Vandal Cover for K2 LED	12.00	USD 188		USD 2,256
Complete Shop Drawings; including as built	1.00	USD 5,448		USD 5,448
Services - Project Management, Installation, Testing and Commissioning	1.00	USD 115,985		USD 115,985

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Your Quote

Capital Expenditure



Software - First Year Annual Software Subscription	454.00	USD 14		USD 6,356
Software - First Year Annual Data SIM Connection	9.00	USD 180		USD 1,620

Total Price	USD 233,622
Tax	USD 10,682
Grand Total	USD 244,304

Terms and Conditions of Sale

Payment Terms:
- 30% on PO, 30% prior to shipping, 30% on goods delivered to site, 10% within 7 day of commissioning

12 months warranty on faulty material and workmanship included on all hardware, including service and maintenance for 12 months. Post 12 month warranty period an annual service & maintenance subscription will commence at the rate quoted.

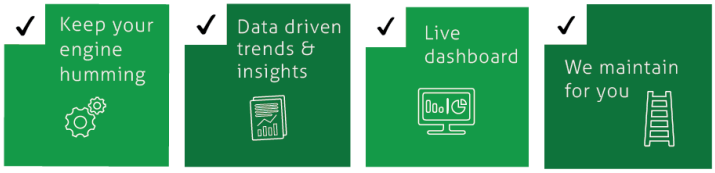
Customer to provide:

- One standard 110-230V AC power connector (hot point) in a weatherproof electrical junction box for each mains powered gateway (indoors) and each LED display module
- Traffic Management Plan if required

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Your Quote

Annual Subscriptions



Account Name	Livermore, City of	Created Date	9/13/2022
Billing Address	1052 South Livermore Avenue Livermore, CA 94550 United States	Expiration Date	3/31/2023
		Quote Name	Annual Subscriptions and Maintenance
		Opportunity Name	L Street Garage - Full Guidance

Product	Quantity	Sales Price	Total Price
Software - Annual Software Subscription	4.00	USD 6,356	USD 25,424
Software - Annual Data SIM Connection	4.00	USD 1,620	USD 6,480
Maintenance & Service - Program, Gold	4.00	USD 4,794	USD 19,176

Total Price	USD 51,080
Tax	USD 0
Grand Total	USD 51,080

Terms and Conditions of Sale

Payment Terms:
- Annual subscriptions will be payable annually in advance

DocuSign Envelope ID: 05212049-91F9-42AB-89D5-B4FBCCD77668

EXHIBIT A

We maintain for you

Choose the plan to suit your needs. Silver, Gold or Platinum maintenance plans.

		Silver	Gold	Platinum
Your quote	• Beginning year 2 onwards • Charged annually	$4,434 /per year	$4,794 /per year	$10,249 /per year
Hardware Replacement	Including: • Equipment, materials, & parts • Exception exclusion	✗	✗	✓
Labor associated with replacements / Service		✗	✓	✓
Monthly maintenance reports	• Database up-time, Technician site visits, Remote system maintenance checks & more	✓	✓	✓
Quarterly site visits from a Frogparking technician		✓	✓	✓
Adhoc site visit		✗	✓	✓

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4

Included in this proposal.

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EXHIBIT A

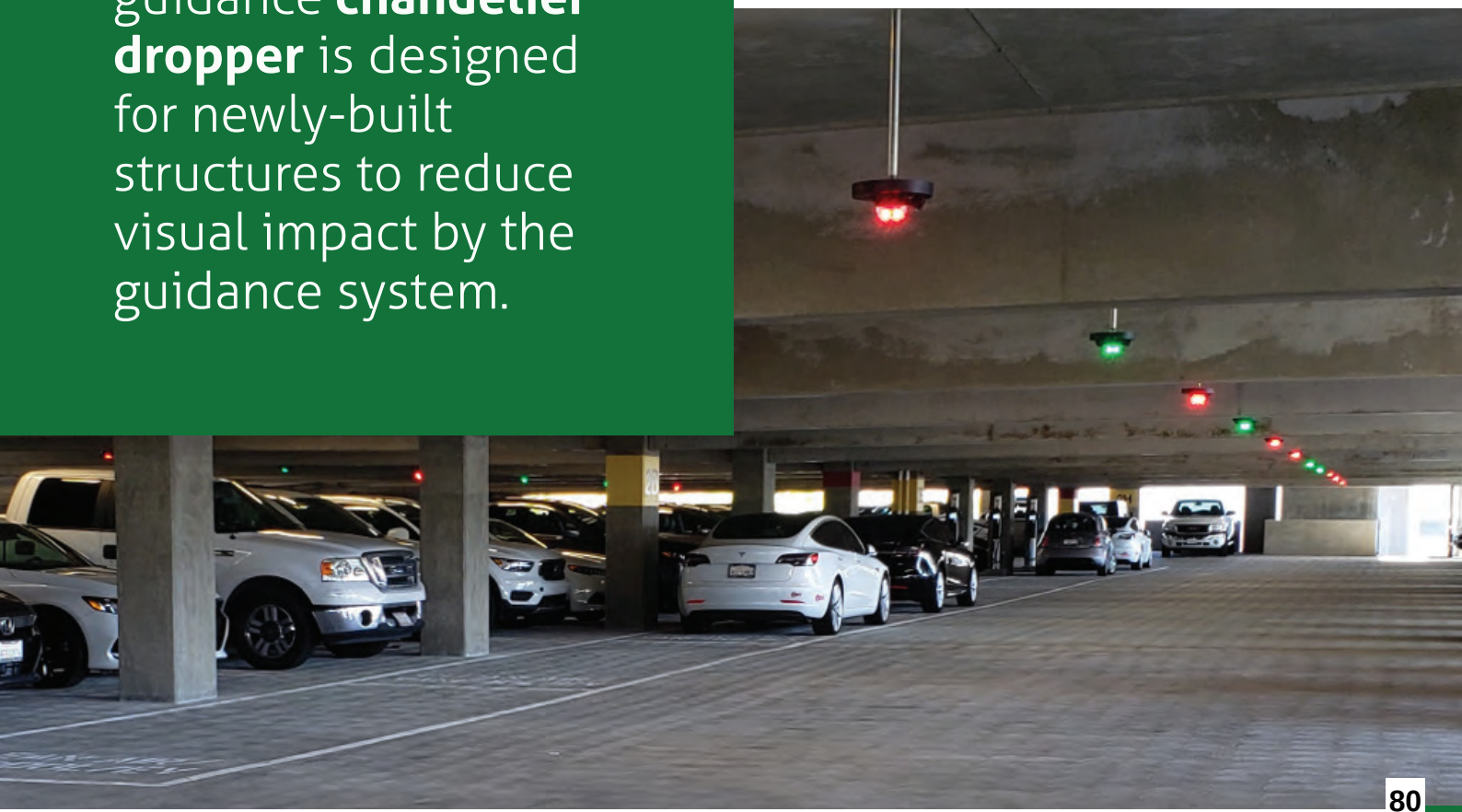
Indoor Guidance
Dropper Chandelier



Frogparking's roof-mounted indoor guidance **chandelier dropper** is designed for newly-built structures to reduce visual impact by the guidance system.

Tech specs | Imperial

• **Unit Dimensions**	9.45 (Diameter) x 3.94 inch
• **Dropper Length**	Adjustable / Ceiling height dependant
• **Mounting**	Mounted to Kwikon SMB/SMBH-10/15/20 junction box. Embedded in concrete slab
• **Enclosure**	High impact, UV resistant, UL rated plastic
• **Detection**	Class 1 (eye safe), laser sensor
• **Circuitry**	Lead free circuit board with RoHS-standard components
• **Operating Temp**	-4 to 176 °F
• **Configuration**	Wireless, web based

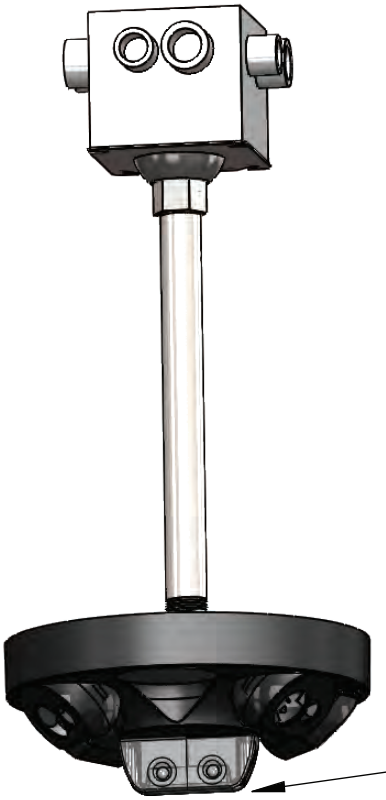


Frogparking Limited, Frogparking Inc, Frogparking PTY Limited, Proprietary and Confidential

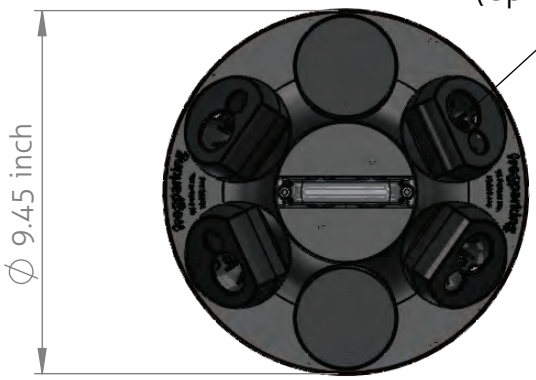
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EXHIBIT A

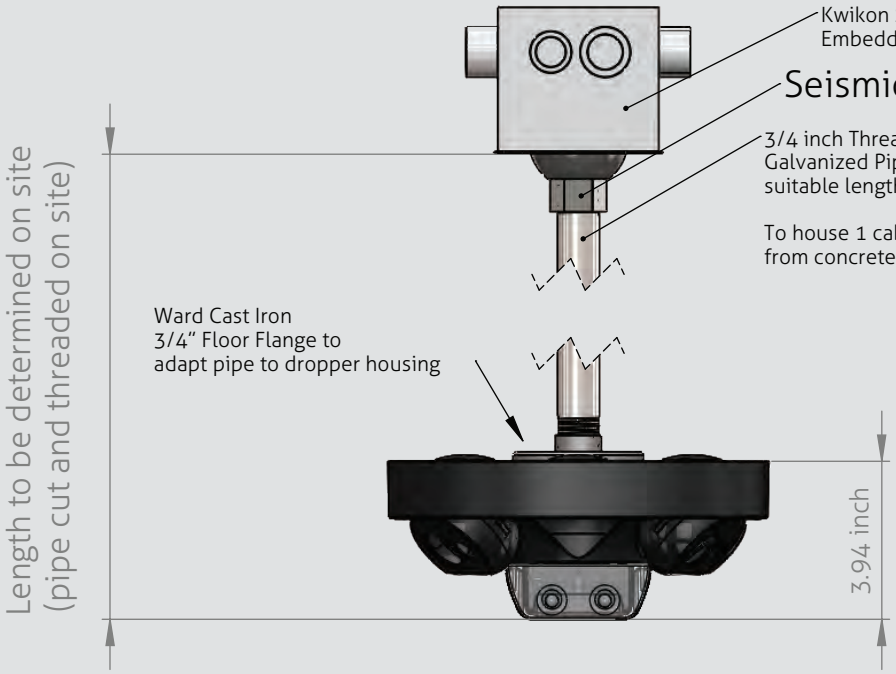
Indoor Guidance
Dropper Chandelier



Occupancy Sensor
(up to 6 per Dropper)



Bi Directional Guidance Light



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EXHIBIT A

Indoor Guidance Solution



Frogparking's indoor guidance solution integrated with existing LED lighting at the Irvine Spectrum Center



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EXHIBIT A

Indoor Guidance Solution



Frogparking Chandelier dropper style Indoor Guidance solution



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EXHIBIT A

Outdoor Guidance Solution



Frogparking's outdoor guidance system is the ultimate outdoor tool to **improve motorists experience** at your parking facility.

Tech specs | Imperial

- **Diameter** Surface mount: 5.7 inch | Recessed: 3.6 inch
- **Height** Surface mount: 0.9 inch | Recessed: 0.2 inch
- **Weight** 7.1 ounce
- **Enclosure** High impact UV stablised PC
- **Mounting base** Fibre reinforced PC
- **Wireless Communications** 433 MHz, 866 MHz, 868 MHz, 915 MHz (region dependent)
- **Circuitry** Lead-free circuit board. RoHS-standard components
- **Operating temp** -4°F to 176°F
- **Software updates** Sent wirelessly as required
- **Mounting options** Surface or recessed

Guide motorists from their home to an available parking space

Using state of the art sensors, variable message signage, & a mobile app.

Remove the guess work and frustrations normally involved in finding an available parking space at a busy parking lot by installing one of Frogparking's small sensors in the center of each parking space, with specially designed variable message signage installed at key decision points in the parking lot which display occupancy information for motorists to make informed choices where to park.

Outdoor occupancy sensors, specifically designed for busy outdoor parking assets, are installed around the parking facility and gather occupancy data. Data is transferred wirelessly to frogparking's server using solar-powered GPRS gateways.

From this cloud-based server, information can be displayed to parking users on variable message signage or a mobile application to assist users to make an efficient and informed decision about where to park, significantly reducing cruising time, improving traffic flow, and reducing emissions from vehicles.

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EXHIBIT A

Outdoor Guidance Solution



The Advantages

Built to stand the test of time

Installed in minutes
Mounts flush with road surface

Integration
Can be integrated with third party hardware

Proven
Operating reliably for over 8 years on-street.

Accurate
Unparalleled levels of accuracy - multiple detection methods

Mounting **Methods**





Surface mount



Requires 3 masonry screwbolts

Recessed



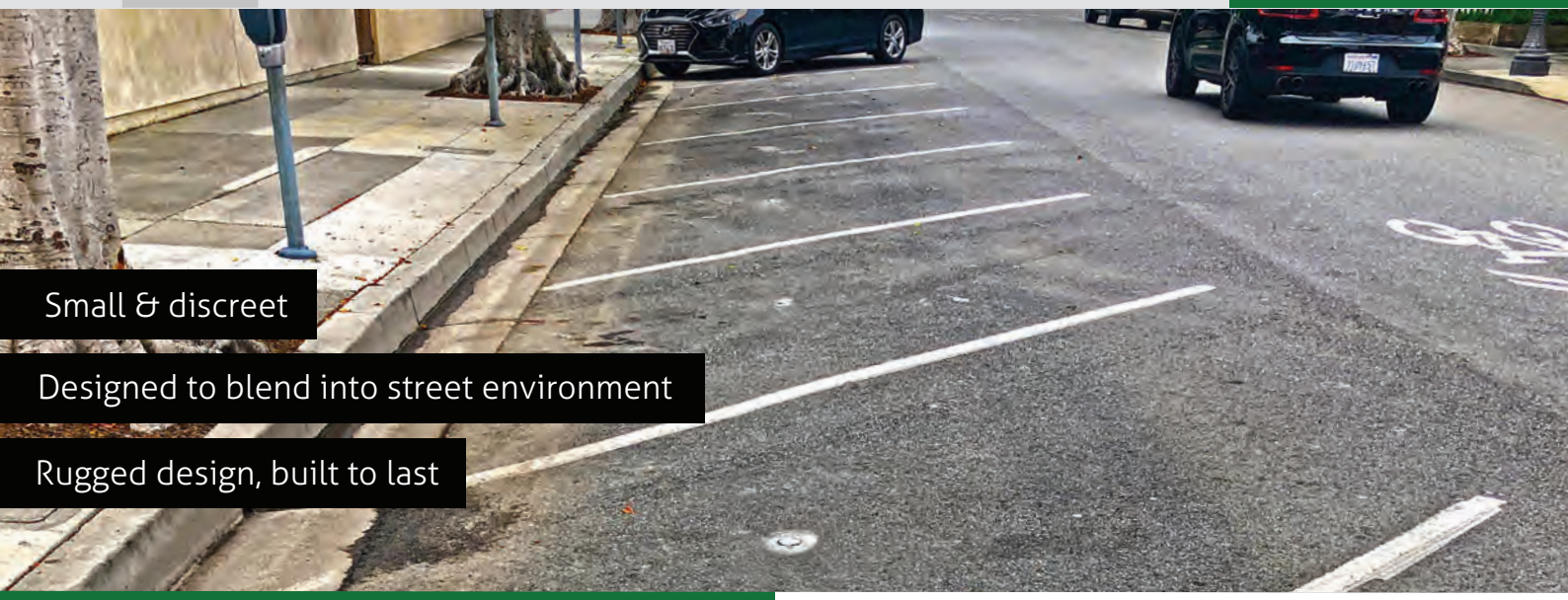
Requires 3.6 inch x 0.7inch depth to accommodate main body of sensor. Sensor glued in place

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EXHIBIT A

Outdoor Guidance Solution



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Outdoor occupancy sensors, specifically designed for busy outdoor parking assets, are installed around the parking facility and gather occupancy data. Data is transferred wirelessly to Frogparking's server using solar-powered GPRS gateways.

From this cloud-based server, information can be displayed to parking users on variable message signage or a mobile application to assist users to make an efficient and informed decision about where to park, significantly reducing cruising time, improving traffic flow, and reducing emissions from vehicles.

Tech specs | Imperial

• **Diameter**	2.17 inch
• **Height (installed)**	0 inch
• **Weight**	10.58 ounce
• **Enclosure**	High impact, UV resistant polymer
• **Detection**	3 axis magnetometer combined with RRSI object detection and optical detection
• **Wireless Communications**	433MHz, 866MHz, 868MHz, 915MHz (depending on region)
• **Circuitry**	Lead-free circuit board with RoHS-standard components
• **Operating temperature**	-22˚F to 176˚F
• **Software updates**	Sent wirelessly as required
• **IP Rating**	65
• **Certification**	FC CE

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EXHIBIT A

Outdoor Guidance Solution



The Advantages

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Integration
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Proven
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Unparalleled levels of accuracy - multiple detection methods

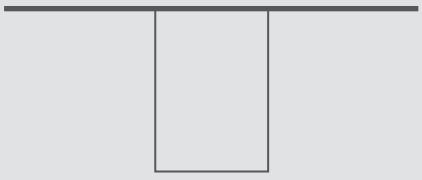
Mounting **Methods**



Flush mount



Recessed sensor installed on street



Recessed

Requires 2.56 inch x 3.46 inch depth hole to accommodate main body of the sensor

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EXHIBIT A

Solar Gateway

The Frogparking wireless gateway is **the middle-man** between the sensors & the server.

Tech specs | Imperial

Wireless communication	866MHz, 868MHz, 915MHz (depending on region)
Internet connectivity	4G (5G enabled)
Circuitry	Lead-free circuit board with RoHS-standard components
Operating temperature	-4˚F to 176˚F
Software updates	Sent wirelessly as required
Power supply	Solar
Mounting	1 x bandit strap
Certification	FC CE

Solar GPRS

with lithium iron phosphate battery



For outdoor use



Designed to **blend into the environment well,** keeping visual clutter to a minimum.

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Signage



Make parking a breeze

Wireless communication

Reduce unnecessary cables and wiring

Built especially for you

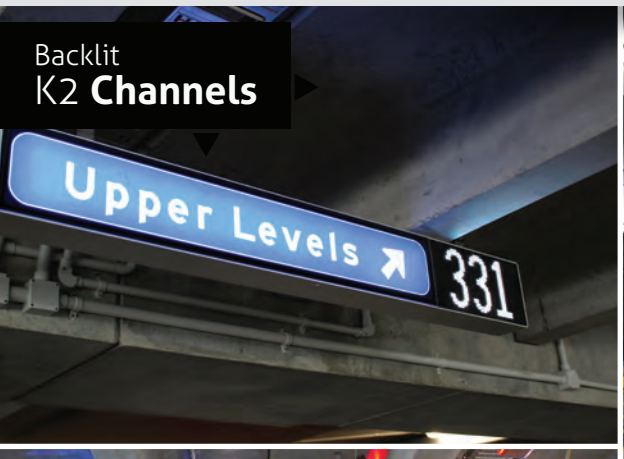
Designed and manufactured in-house specifically for your needs

Connect with your customers

Live occupancy helpfully displayed at entries, exits, & at the end of aisles to guide people directly to an available parking space

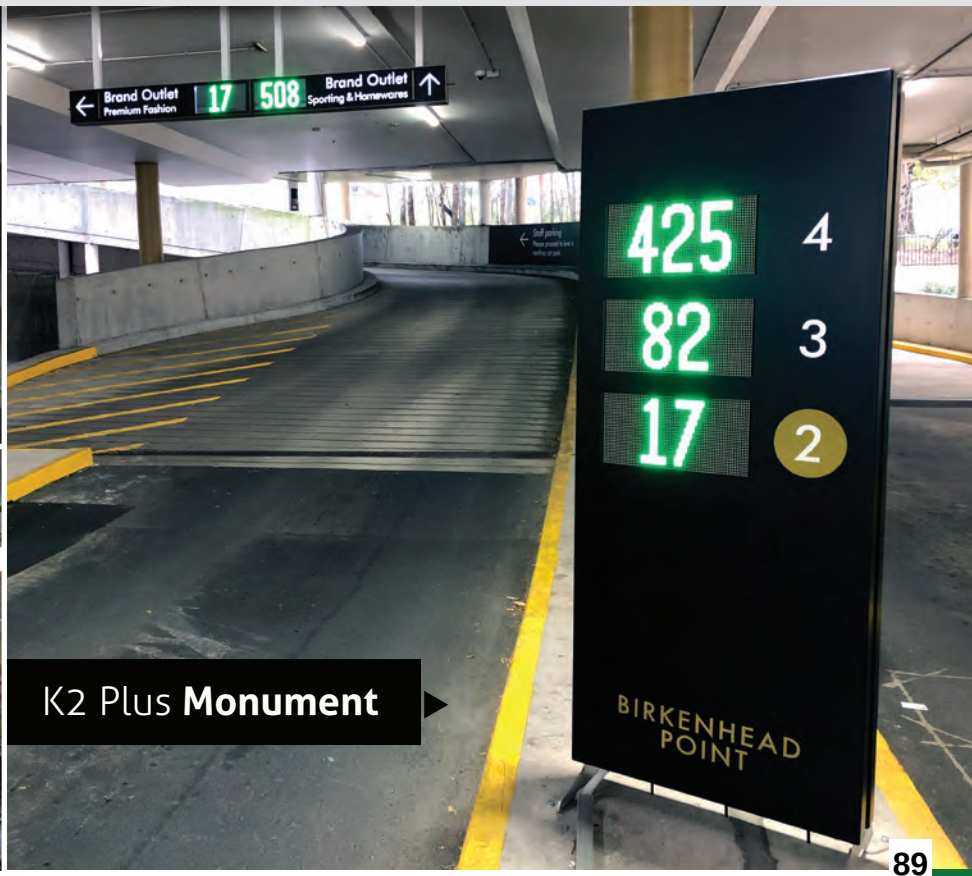
Have it your way

Any size
Any font
Any color



Backlit
K2 **Channels**





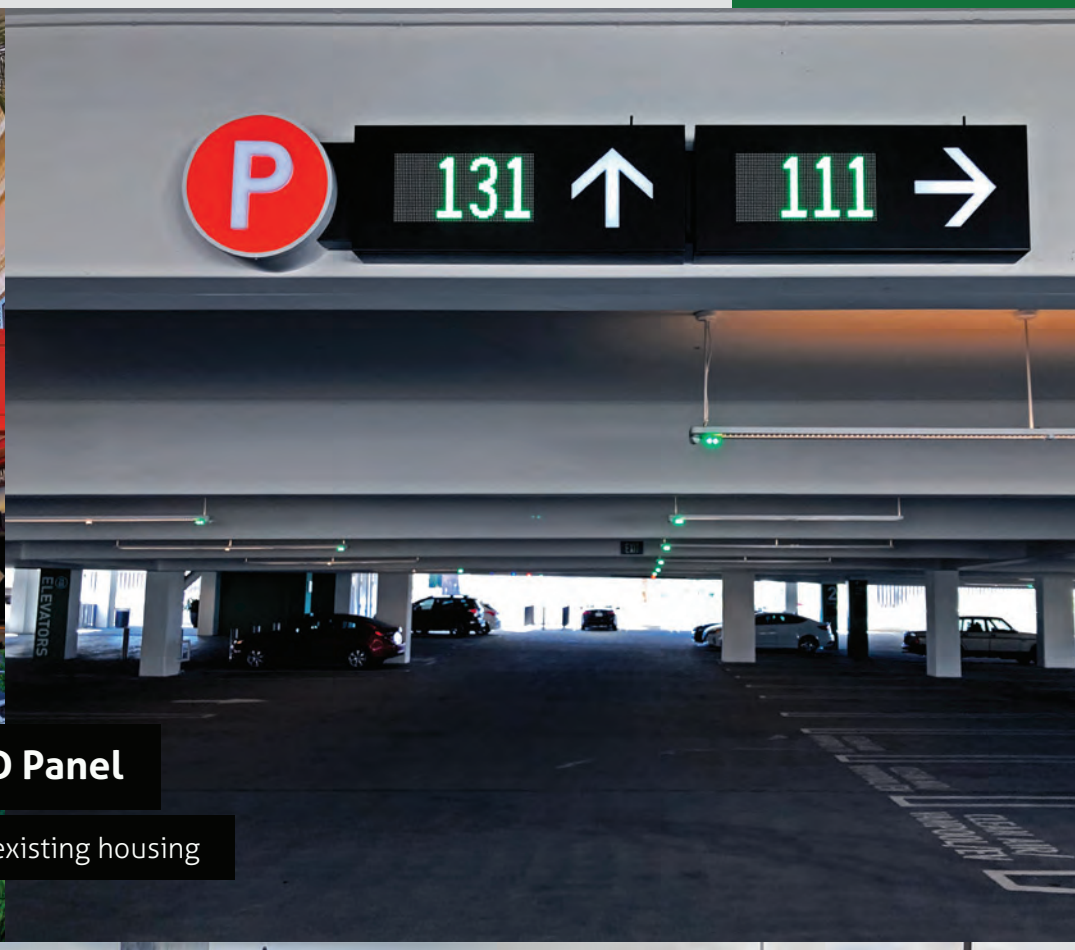
K2 Plus **Monument**

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Signage





K2 LED Panel

Integrated with existing housing



K1 Pole Mounted **Monument**



K1 **Monument**

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Signage



K2 Monument Wall Mounted



K2 LED Stand-Alone



Gantry Sign with **K2 LED Inserts**

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EXHIBIT A

Signage

Our **LEDs**



▲ k1 LED display
Single line. 2 digit display.



▲ k2 LED display
Single line. 4 digit display.



▲ k3 LED display
Single line. 6 digit display.

All 3 above LEDs can display either single line or double line



◄ k2 LED display
Double line.
Up to 8 characters can display per line.

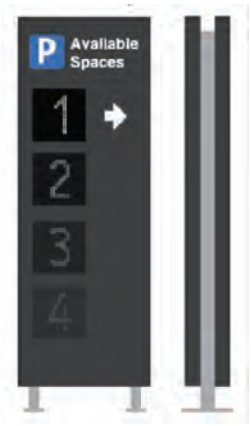
Our **Signs**

Monuments
Ideal for
entries & exits



◄ Plus Size Monument
- K1 or K2
- Up to 6LED

Pictured: K2 5LED



◄ Standard Monument
- K1 or K2
- Up to 4LED

Pictured: K1 4LED

Horizontal Channels
Perfect for end of aisle

▼ Channels - K1, K2 or K3; 1LED. Pictured: 2x K2 Channels side by side



Frogparking Limited, Frogparking Inc, Frogparking PTY Limited, Proprietary and Confidential

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EXHIBIT A

Reporting & Analytics

Understand your customers behaviors & trends

Help manage your parking facility using accurate data.

Your data Your way

Slice & dice your data however you want. Software that gives you actionable intelligence.

Data-driven business

Drive business growth with data from your parking facility.

The highest level of data security

Eliminate threats & downtime. SSL encryption & storage across multiple cloud-based server.

Remove clunky on-site server rooms

Cloud-based means your valuable space isn't filled with on-site servers.

Easy to use **live dashboards, historical reports, & heat maps** at the click of a button. Give insights which drive your business growth and change the way you think about parking.

Unlock a world of customer behavior & trends about how visitors are interacting with your parking facility.



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EXHIBIT A

Reporting
& Analytics

Beautiful Software.

Create actionable intelligence from your entire parking platform with Frogparking's cloud-based reporting software.

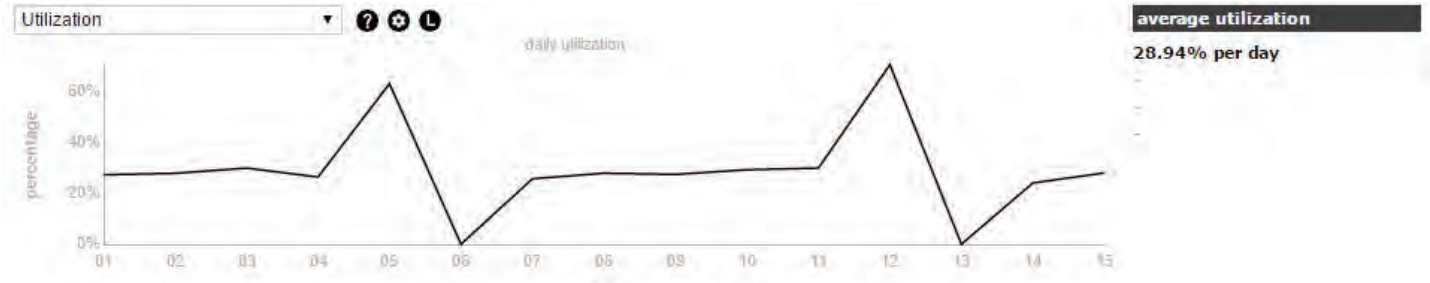
Occupancy

The occupancy report shows a total count of people parking in the facility. Total occupancies in this time & date scale are shown on the right and by graph, sorted into dates, along with an average of new occupancies.



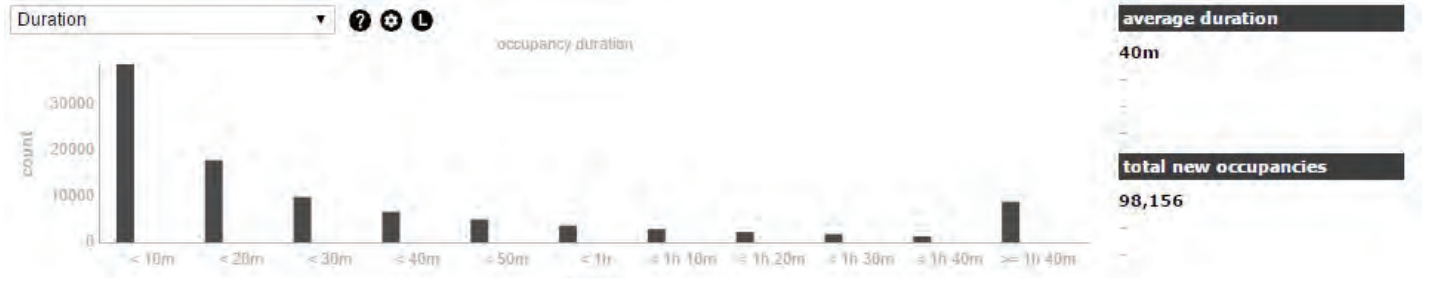
Utilization

The utilization report shows the percentage of parking time used, versus the total available minutes of a parking space.



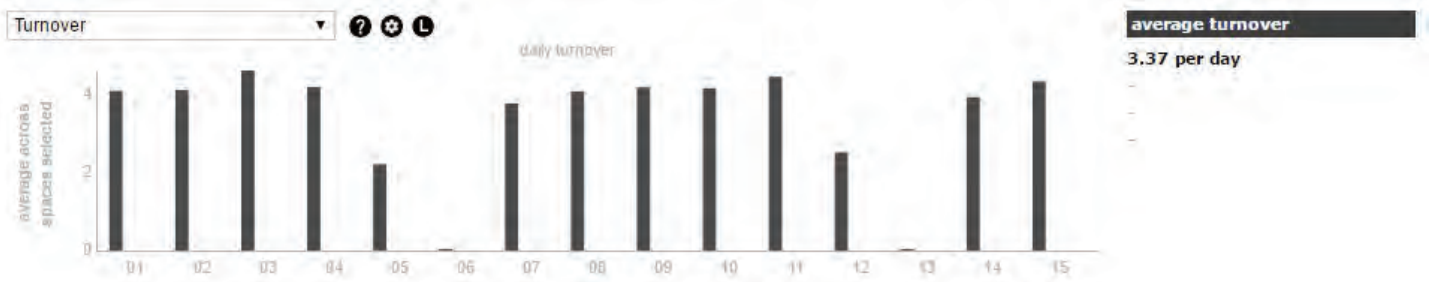
Duration

Accurately shows how many vehicles parked for each time bracket.



Turnover

Showing the average number of times each selected space has had a vehicle transition.



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EXHIBIT A

Benefits of a **SaaS System**

	Software as a service Subscription	On Site Server
Fee	**Zero upfront setup cost** Spread the cost over the term of the system.	**Fixed fee** Upfront.
Flexibility	**Light & Easy to scale** **Cloud-based solution** • Redundancy in the cloud **Wireless** • Secure networks, SSL encryption • No civils (trenching), cabling, or network switches **No onsite physical server required** • No server rack or IT room required • Need more data storage? Easily add data space to the cloud	**Difficult & costly to scale** **Hardware-based (locally hosted)** • No redundancy; Server failure = system failure **Networks Hardwired** • Switches, managed networks requiring site IT • Network cabling, Fiber and Cat6 • Trenching, Civils & Cable pathways to server racks req. **Physical Servers and PC's** • Location & rack required • Scaling up *sometimes* requires hardware upgrade to increase strength and capacity.
Customer Support Costs	✓ Included ← **Adhoc customer report & development dialogue** → Not included ✓ Remote Servicing Only • 24/7 remote monitoring by a Frogparking technician ← **Server Maintenance Technician Requirement** → **Technician call out required** • Remote monitoring not possible. ✓ Light No hardware on site ← **Hardware Solution** → **Intensive** • Expensive hardware replacements • Can lead to lengthy down time	
Services/ Tuning	**Included in subscription** ✓ Software Maintenance & Tuning ✓ Updates to software ✓ Latest industry data hosting ✓ Security patches ✓ Virus Protection ← **Keeping your site with the latest & greatest possible** - Software updates, tuning & patches → **Not included/ Additional cost**	

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EXHIBIT A

Project Management

1 Design

During the design phase, Frogparking's team works with you to finalize all the details of your new parking guidance system. You will meet your very own Frogparking Project Managers, who will make a time for a phone or video conference to kick everything off - the first of many regular update meetings. This is the time we confirm any customization and finalize signage requirements. We'll also start making arrangements for when we can be on-site to install the equipment.

After this proposal is accepted, **Frogparking's super team** of project managers take over.

To ensure that our work is accurate, clear, & completed in the most efficient way our project management will include the following:

2 Order & plan

Once all details are finalized and signed off, Frogparking will produce and package required equipment. During this production phase, we will also finalize plans for the installation with you. Your Frogparking Project Manager will make contact with a technical person on your team to finalize technical details of the installation. Your project manager will also plan a timeline for the entire project before beginning work, to ensure the job can be completed as quickly and efficiently as possible. Equipment is shipped once produced.

3 Installation

Equipment and Frogparking installation crew arrives on-site to install your new parking guidance system. Working to the plan developed earlier, our team will send progress reports at the end of defined points in the schedule. Our system is a low impact installation. To ensure normal, day to day operations are able to continue during the project, our preference is to complete works overnight. Once hardware is installed, our team will commission & tune the system for optimum performance. Our team will also provide training.

4 Review

Following installation & commissioning, Frogparking will work together with your team to review the solution and ensure it meets all requirements. We will perform acceptance and reliability tests and provide a report on our findings. following this, a sign off and handover will occur.

On going Operate

Your system is now installed & performing optimally. Our team will continue to observe & ensure all technology is continuing to perform to our high standards. If applicable, our maintenance technicians will make regular visits & our remote team will assist with issues that may arise during operations.

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EXHIBIT A

We maintain for you

Maintenance made easy for you.

If something goes wrong, **we fix it.** No expensive surprises.

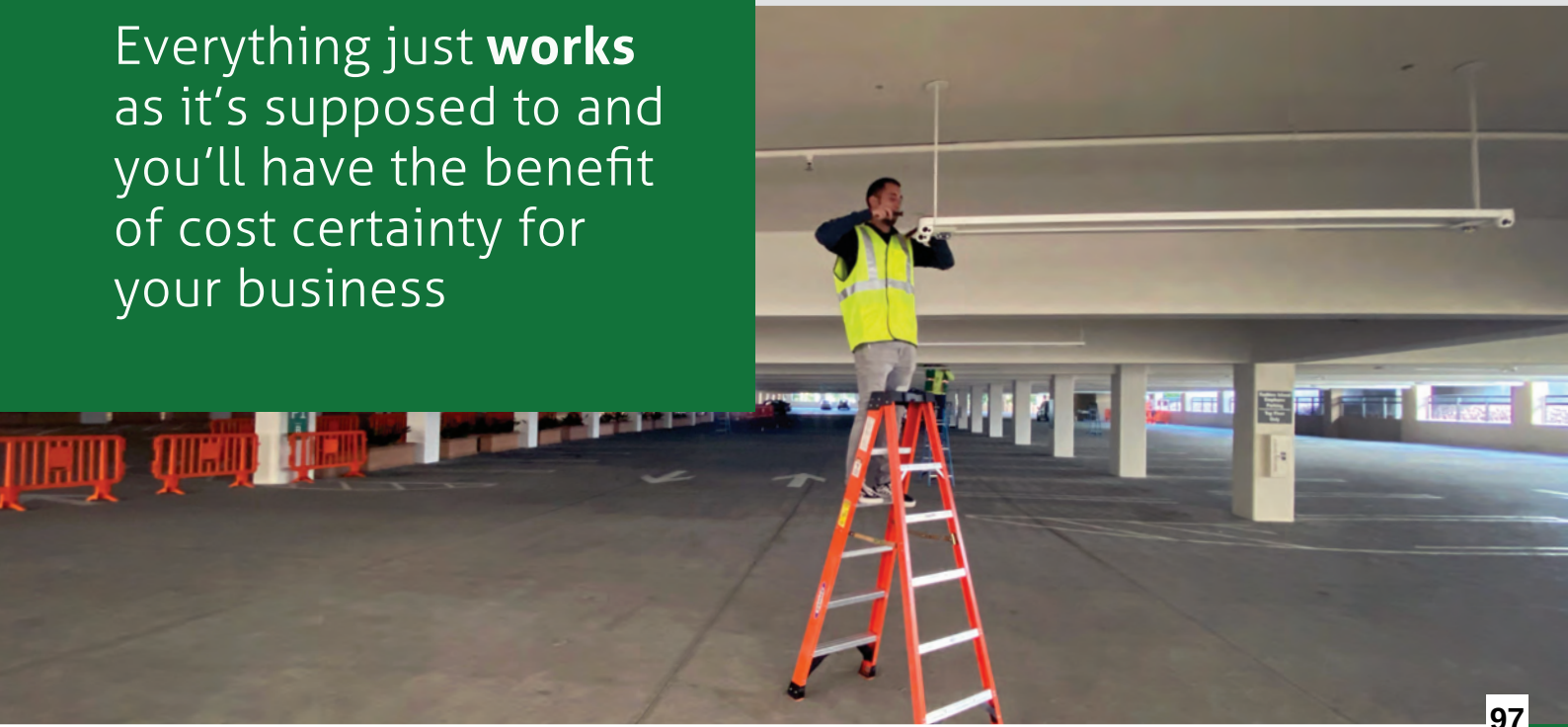
Included:

- Replacement of failed sensors
- Remote monitoring
- First response support
- Battery replacement if necessary
- A technician on site within agreed SLAs
- Regular email system diagnostic reports
- Routine/ preventative maintenance

Excluded:

- Normal wear and tear - bumps & scratches
- Parking resurfacing or modifications
- Damage or modifications to hardware by unauthorized person
- Vandalism
- Natural disaster

Everything just **works** as it's supposed to and you'll have the benefit of cost certainty for your business

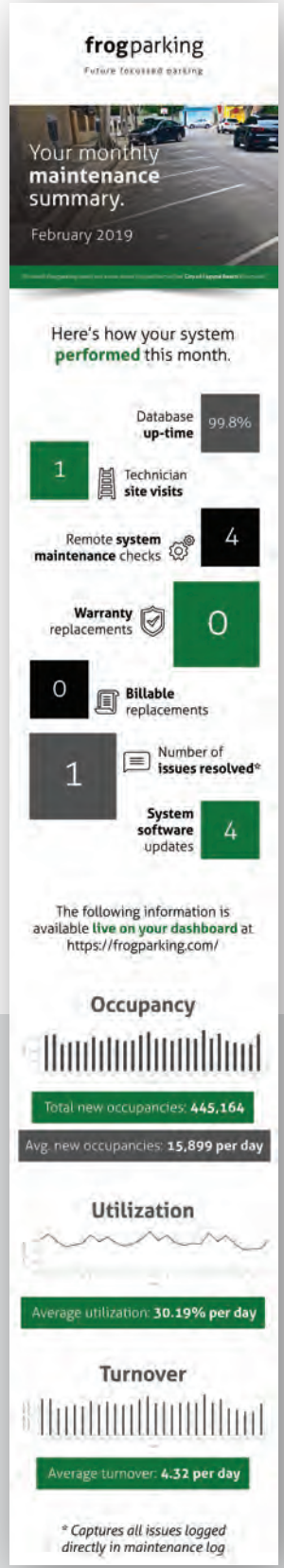


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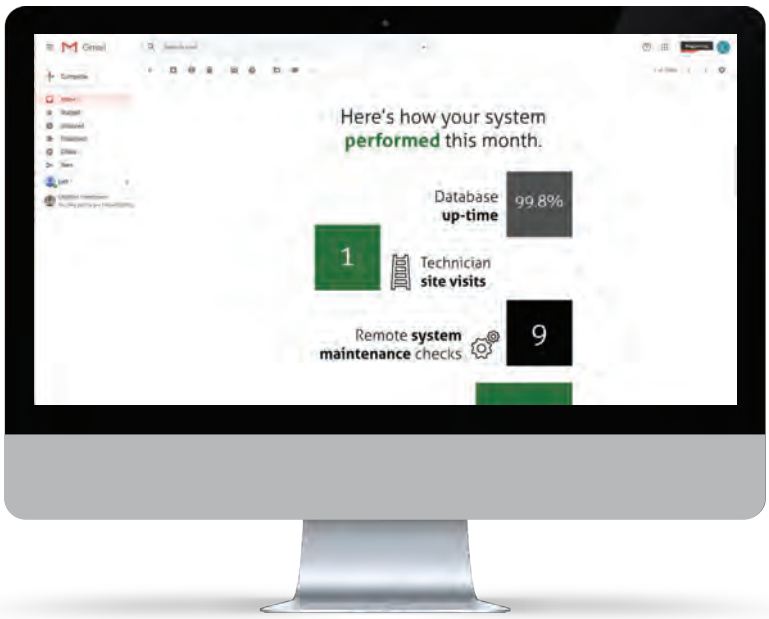
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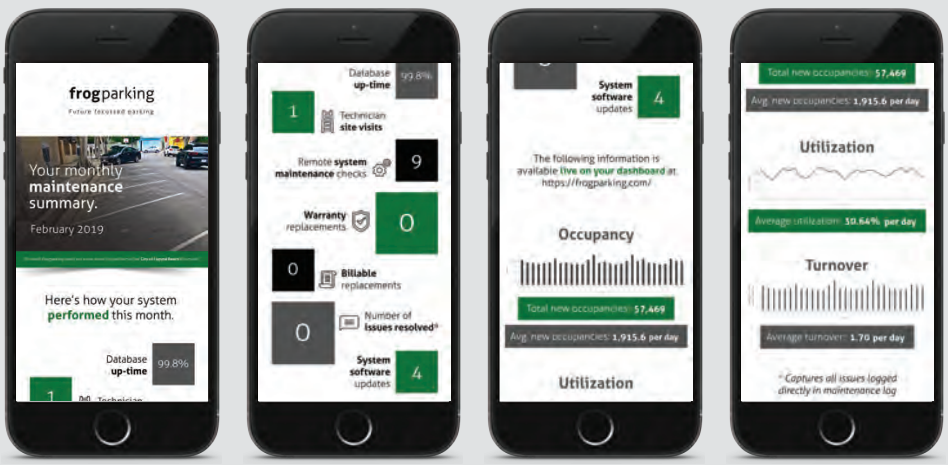
EXHIBIT A

We maintain for you



Monthly Maintenance Summaries, direct to your inbox.





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System **Support**

All the **system support you need.**

Support to optimize your parking platform. **Any time you need it.**

- Easy to get hold of
- Top-tier knowledge
- First call resolution
- Promptness
- Friendly

Our team works with you to make sure your platform is well **supported, optimized and performing to its maximum potential.**



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5

Exhibit A.
Expectations & Terms of Work.

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EXHIBIT A

Terms & Conditions
FOR PROJECT CONFIRMATION

A.HARDWARE SUPPLY

1. PRODUCTS SUPPLIED & QUANTITIES

1.1. All products supplied will conform to Frogparking's standard product specifications and technical data sheets.

1.2. Details and specifications of any products customised to meet customer specific requirements will be provided separately with the quotation.

1.3. Quantities quoted and supplied are assessed from site layouts and other information provided by the customer. Site plans are overlaid showing the location of components required for the operation of the complete system.

1.4. Any variance to quoted quantities and/or installation costs will be submitted via a change order for approval and amendment to the contract

2. LEAD TIME

2.1. Frogparking's standard lead time to ship product is 8 -12 weeks from receipt of purchase order. Shorter lead times may be possible by arrangement.

2.2. If signage is part of an order, the minimum lead-time is six weeks from the date signage configuration and graphics have been signed off by the customer.

3. SHIPPING

3.1. Freight pricing is based on shipping all goods together in one shipment.

3.2. A forklift may be required for unloading the pallets.

4. INSURANCE

4.1. All shipments are covered by Frogparking's Marine Cargo Insurance Policy.

4.2. After delivery to site, all products are the customer's responsibility to insure.

5. WARRANTY

5.1. The Frogparking standard product warranty is 12 months from completion of installation. An extended warranty is available by arrangement.

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Terms & Conditions
FOR PROJECT CONFIRMATION

5.1.1. Where Frogparking is responsible for supply and installation of the equipment, warranty will cover the hardware and replacement of the hardware if deemed faulty.

5.1.2. Where Frogparking provides hardware only and is not responsible for installation, warranty will only extend to the replacement hardware, not any costs associated with installation of any replacement hardware supplied

B. INSTALLATION BY FROGPARKING

6. TECHNICAL SITE WALK

6.1. A site walks with the customer and Frogparking's installer may be required prior to installation of all sites.

6.2. The purpose of this site walk is to:

- meet with the customer, customers agents, and relevant staff
- discuss with the customer the quantities and location of all components being installed
- identify any site-specific requirements – such as power and ethernet locations
- agree on site arrangements and project workflow

6.3. After the site walk, Frogparking may provide a report on all findings and if necessary, a revised quote.

6.4. As a standard, no in-person project management meetings prior to installation are included, these can be done remotely.

7. ON SITE STORAGE

7.1. The customer must provide a suitable secure on-site covered storage area for all products and installation equipment. This area must be lockable and accessible to Frogparking 24/7 for the duration of the installation.

7.2. If the customer is unable to provide secure storage as per 7.1, then Frogparking will need to make alternate arrangements. This may include hire of a shipping container/s to be delivered and located on site for the purposes of secure storage. If that is required, the customer will need to provide suitable access and space on site for the container for the duration of the installation. Additional charges will apply and this will be invoiced accordingly.

7.3. The customer must nominate a person onsite that can receive goods and accept delivery of the product.

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Terms & Conditions
FOR PROJECT CONFIRMATION

7.4. For projects where the Frogparking equipment is being installed by the customer or a contractor assigned by the customer, the customer is responsible for receiving and storing all product.

8. EQUIPMENT

8.1. For projects where Frogparking is performing the installation, Frogparking will provide all tools and specialist equipment to complete the installation and commissioning.

8.2. If core drilling of the surface is required, Frogparking will work directly with the contractor to supervise and instruct these works.

8.3. Customer must provide any civil works if required, e.g power, Ethernet, curbing, trenching unless this has been allowed for in the quote

9. WORKING HOURS AND ACCESS

9.1. Standard working hours for installation and commissioning are Monday-Friday 9a.m. to 5p.m. excluding public holidays. Where work needs to be undertaken outside of these hours, additional charges may apply

9.2. Installation charges are calculated based on a minimum of 10 hours per day of uninterrupted access to contained areas of the site (minimum 400 bays at a time) for Frogparking.

9.3. Any restrictions to working hours or access will result in additional charges that need to be authorized through a contract amendment

9.4. Areas being installed must be completely free of vehicles and fully accessible.

9.5. Frogparking will not be responsible for traffic management, including preparing traffic management plans, directing traffic, installing barriers or road cones and closing off parking lots.

10. ELECTRICAL SUPPLY REQUIREMENTS

10.1. Where the location of each mains power connection (115/230VAC) is specified in the mark up, Frogparking requires a standard single phase 3-pin female socket to be installed prior to installation. If the equipment being installed is outdoors, this must be installed inside a certified weatherproof enclosure.

10.2. Frogparking uses its best endeavors to assess the location and number of mains power connections required. However, if additional mains power connections are required or locations need to be moved the customer will need to make provision for this to happen.

10.3. Customer to provide One standard 110-230V AC power connector (hot point) in a weatherproof electrical junction box for; (to be determined on site walk): 10.3.1. Each mains powered gateway(indoors)

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Terms & Conditions
FOR PROJECT CONFIRMATION

10.3.2. Each LED display module

10.3.3. Each FrogOne monitored entry or exit lane

11. X-RAY OR SCANNING OF SLAB

11.1. If the customer requires concrete slab scanning or x-ray, the customer must arrange to have this completed at least one week prior to installation.

12. INSTALLATION DELAYS

12.1. When installation has already commenced, and the customer delays the installation by more than 48 hours, an additional charge will apply, these will be authorized through a contract amendment

12.2. These delays may include, but are not limited to:

- Variations to confirmed specifications
- Civil works that are required in areas where Frogparking needs access or infrastructure
- Certificates that the customer is requesting from Frogparking for any products or structures – additional charges will be invoiced accordingly
- Engineering design drawings, shop drawings, or other documentation that is outside of what Is normally provided – additional charges will be invoiced accordingly
- Delayed shipment or customs clearance of the product due to the customer payment or other
- Delays in the customer confirming and signing off site specific details (for example: graphics for signage, color specifications, project specific configurations, mounting detail etc.)
- Missing or incomplete electrical work
- Removal of existing signage that is obstructing the installation
- Data SIM cards (for GPRS gateways) not supplied by customer prior to installation
- Incorrect APN details for data SIM cards at time of installation
- Non activated data SIM cards at time of installation
- Power not complete or available on time to enable commissioning

13.COMMISSIONING

13.1. Following installation of all hardware, Frogparking will set up all system operating parameters and commission the system.

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Terms & Conditions
FOR PROJECT CONFIRMATION

13.2. Testing and monitoring will take place both on and off site and typically can take up to fourteen days to complete.

13.3. The customer will be advised when commissioning has been completed.

14.HEALTH & SAFETY

14.1. Frogparking has a comprehensive Health and Safety Policy and requires all its employees and contractors to comply with this policy.

15.TRAINING

15.1. Frogparking will provide sufficient remote training to the customer's designated employees to become proficient in the use of the system. Additional training to be provided if new employees.

17.VEHICLE COUNTING SOLUTION (ACCURACY RESET/ZEROING/ADJUSTMENT)

17.1. This section applies ONLY to proposals, project estimations, proposed equipment layouts, or quotes where Frogparking's Vehicle/Zone Counting Solution is proposed.

17.2. The Customer understands and accepts that, in order to ensure accuracy of information displayed on Variable Message Signs or on Cloud-Based Reporting Software, a physical count of vehicles located in each zone managed by the Vehicle Counting solution and reset, zeroing, or adjusting of counts is required to be carried out regularly (i.e after no more than 3 calendar days).

17.3. Reset to be conducted on supplied "Reset Mobile App" on The Customer's Android smartphone/tablet device OR via The Customer's login to the Frogparking Cloud-Based Reporting and Maintenance Portal (frogparking.com).

17.4. Explanation:

17.4.1. Vehicle Counting sensors receive a nightly maintenance health check, involving a server reset or zeroing.

17.4.2. If a vehicle remains parked in zone managed by Vehicle Counting sensor (i.e overnight), and leaves the parking zone following the server reset (described in 16.2.1.) an inaccuracy in vehicle count may be experienced by an uncounted vehicle exiting the zone.

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Terms & Conditions
FOR PROJECT CONFIRMATION

17.5. The Customer will provide a mains power outlet with a 3-pin female weatherproof socket or a mains power outlet with a 3-pin female socket inside a waterproof box to the location of the Vehicle Counting sensor, as marked in the proposed equipment layout supplied.

C. SYSTEM ACCEPTANCE TESTING

Depending on any other acceptance testing provided by the customer, Frogparking will perform an operational acceptance test at the completion of commissioning. Frogparking will record all the test data and provide the customer with a summary of system performance.

Acceptance criteria are as follows.

18.SENSOR & GUIDANCE LIGHTS

18.1. All parks have sensors installed

18.2. All sensors are visible in Frogparking system

18.3. User is able to check state of sensor function is correct

18.4. Guidance lights change status based on occupancy

19.VMS SIGNS

19.1. Update and display correct count

19.2. Turn VMS signs on/off

20.DASHBOARD AND REPORTING SYSTEM

20.1. Ensure map displays correctly with approximate sensor locations

20.2. Live utilization by zone

20.3. Real time occupancy report displays correct status of parking spaces

21.ENFORCEMENT

21.1. Live tickets issued count is correct

21.2. Sensor status changes on infringing vehicles

21.3. Sensor status changes on ticketed vehicles

22.MAINTENANCE

22.1. Maintenance requests can be generated on website

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FOR PROJECT CONFIRMATION

23.ENFORCEMENT APP

23.1. Enforcement officers receive 10 closest jobs to their current location

23.2. Identifies correctly which sensor has infringing vehicle

D.SOFTWARE & ADDITIONAL MODULES

24.MOBILE APP

24.1. All parking spaces must be marked with individual identifiers ie. V12, V13, V14

24.2. Integration with payment terminals not included, unless specified.

24.3. Frogparking's price includes:

24.3.1. Set up of Mobile app

24.3.2. Annual subscriptions, which covers: data hosting, software upgrades and standard support hours of 100 hours annually. Any remote support needed above the allocated hours will be quoted with a contract amendment

25.MOBILE PAYMENT

25.1. If applicable, Frogparking will provide the customer with a mobile payment app that takes payment for parking.

25.2. Merchant facility fees will be on charged to the customer

26.ENFORCEMENT MODULE

26.1. Android tablet devices and data plans must be supplied by the customer

26.2. All parking spaces must be marked with an individual identifier ie. V12, V13, V14

26.3. Integration with payment terminals not included.

26.4. Frogparking's price includes:

26.4.1. Set up of Enforcement Module

26.4.2. Annual subscriptions, which covers: data hosting, software upgrades and standard support hours of 100 hours annually. Any remote support needed above the allocated hours will be charged at the time at $60/hour before support work is commenced.

27.PERMIT MODULE

27.1. All parking spaces must be marked with an individual identifier ie. V12, V13, V14

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Terms & Conditions
FOR PROJECT CONFIRMATION

27.2. Integration with payment terminals not included.

27.3. Frogparking's price includes:

27.3.1. Set up of Permit Module

27.3.2. Annual subscriptions, which covers: data hosting, software upgrades and standard support hours of 100 hours annually. Any remote support needed above the allocated hours will be quoted and a change order issued.

28REMOTE SERVICE AND SUPPORT

28.1. Any remote support needed above the allocated hours will be quoted and a change order issued.

29FROGONE

29.1. Where Frogparking is responsible solely for the supply and install of a revenue control system with payment terminals, access control and parking guidance, management of the system will be covered by the customer. For example;

29.1.1. All Intercom calls and management will be the responsibility of the customer.

29.1.2. Frogparking will provide the software and one off training to identify any license plates that have been read incorrectly, the customer is to ensure they have sufficient resources to manage and correct these license plate in real time.

29.1.3. Any staff needed will be the responsibility of the customer

29.1.4. Frogparking can be called out to service equipment as per our Maintenance and Service Agreement.

29.1.5. Merchant and Transactions fees billed monthly in arrears based off actual transactions number.

29.2. The customer will need to provide;

29.2.1. The supply and maintain Ethernet connections for each monitored entry and exit lane

29.2.2. Any cleaning requirements to be covered by the customer

29.2.3. Any staff needed will be the responsibility of the customer

30. FROGONE MANAGEMENT

30.1. Where Frogparking is responsible solely for the supply and install of a revenue control system with payment terminals, access control, parking guidance and management of the system which will include;

30.1.1. Off-site remote management of all intercom calls

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30.1.2. Off-site remote management of license plate corrections

30.1.3. Frogparking can be called out to service equipment as per our Maintenance and Service Agreement.

30.2. The customer will need to provide;

30.2.1. The hardware and software for the CCTV footage, including any integration needed for FrogOne and FrogOne Management

30.2.2. The supply and maintain Ethernet connections for each monitored entry and exit lane

30.2.3. Any cleaning requirements to be covered by the customer

30.2.4. Any additional on-site staff needed will be the responsibility of the customer, alternatively Frogparking will on charged the customer if additional on-site staff are needed

30.3. Frogparking is only providing management when the FrogOne solution is rolled out. Frogparking will not be providing management of any other revenue control system

30.4. FrogOne Management has a minimum contract term of 5 years

E. STANDARD PAYMENT TERMS

31.PAYMENT TERMS

31.1. Frogparking standard payment terms are as follows:

- 30% of total project value with purchase order
- 30% of total project value prior to shipping
- 30% of total project value when good delivered to site
- 10% of total project value payable withing 7 days of commissioning
- 100% software and maintenance paid annually in advance.

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Follow
the **Frog.**

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EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products and completed operations, as applicable:
   $1,000,000/$2,000,000 aggregate per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
   $1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
   Statutory limits as required by the State of California including **$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability".

Deductibles and Self-Insured Retention

All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City of Livermore. The City of Livermore reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII and accepted to do business in the State of California, unless otherwise acceptable to the City of Livermore.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Livermore, its officers, officials, employees, and designated volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant/Contractor; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional

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insured coverage under the Consultant's/Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

3. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.
4. The Consultant's/Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550

Verification of Coverage

Consultant/Contractor shall furnish certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. The City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.

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EXHIBIT A

THIS FORM IS TO BE COMPLETED BY CITY STAFF ONLY

CITY OF LIVERMORE
DETERMINATION OF CONFLICT OF INTEREST
REPORTING FOR CONSULTANTS

Consultant Name (include name of specific person doing work if known).

Frogparking Inc.

Contract/Project Title.

$295,384 Professional Services Agreement

Brief Description of work to be done, or final product, and how it will be used.

Supply and install parking guidance technology in L Street Parking Garage as part of Project 586003

Is the Consultant making, participating in making, or influencing a governmental decision?	Yes ☐ No ☒
Is the Consultant performing work that could or would be done by an employee identified in the City of Livermore Conflict of Interest Code?	Yes ☐ No ☒ If YES, please identify the title for the designated employee:

Completed by Department Head
Signature: DocuSigned by: Paul Spence A518A99D895B48B... Date: 1/24/2023 | 8:31 AM PST

City Attorney Determination:
Disclosure: [_] None [_] Category 1 [__] Category 2 [_] Category 3 [_] Category 4

Name and address of each individual subject to reporting requirements:

Comments:

Assistant/City Attorney
Signature: DocuSigned by: Tara Mazzanti 245F8B35F34C457... Date: 1/24/2023 | 9:13 AM PST

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.4**

DATE: April 10, 2023

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution authorizing execution of an agreement with Shute, Mihaly, and Weinberger LLP to provide planning services and legal advice for Development Code amendments and objective design standards to implement new state housing laws and Livermore's Housing Element, in an amount not-to-exceed $245,640.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing execution of an agreement with Shute, Mihaly, and Weinberger LLP to provide planning services and legal advice for Development Code amendments and objective design standards to implement new state housing laws and Livermore's Housing Element. The term of the agreement is from May 1, 2023 to May 1, 2025, in an amount not-to-exceed $245,640.

SUMMARY

California is experiencing a significant shortage in the number of housing units needed to meet demand. This shortage has resulted in housing costs that are unaffordable to millions of residents. The state legislature has attempted to alleviate the crisis by passing numerous state laws to encourage housing production.

The Livermore Development Code establishes local land use controls and implements the City's General Plan and various state laws. Given the new state laws, the Development Code requires updating. The City Council recently adopted Livermore’s Housing Element, which includes policies to update the Development Code in conformance with state law. In order to satisfy the requirements of new state housing law and to implement Housing Element Policy, City staff released a request for proposals for code updates and, after a competitive interview process, selected Shute, Mihaly, and Weinberger LLP for their experience and approach. Staff recommends the City Council adopt a resolution authorizing execution of a Professional Services Agreement with Shute, Mihaly, and Weinberger LLP to prepare the comprehensive Development Code update.

DISCUSSION

Background

CA Housing Crisis

The State of California has declared that the state is currently experiencing a housing crisis. Although a multifaceted issue with a range of causes and effects, a common impact experienced throughout the state is housing costs that exceed household incomes. For example, a 2019 CA Budget and Policy Center study reported that approximately seven million Californians live in poverty when including housing costs in household budgets. Further, Cal Matters reports that today the average CA home costs over seven times the median income of 24–34-year-old residents, up from three times the median income in 1970. In addition, the most recent US Department of Education and National Center for Homeless Education report showed approximately 250,000 California K-12 students experienced homelessness from 2019-2020.

Since 2020, the California State Legislature and Governor have together passed more than 90 new housing laws with the goal of responding to the state's housing crisis. These laws largely establish new housing requirements on local jurisdictions, including new ministerial approval pathways for affordable housing, new density bonus allowances, new objective design requirements, changes to local zoning districts, changes to local parking standards, new accessory dwelling unit standards, and surplus property changes. The bills also require new documentation or analysis to be included in each local jurisdiction's Housing Element. In many cases, municipalities must update their codes to remain compliant with the State's legislation.

Livermore Development Code

Livermore's Development Code is a comprehensive set of local laws that govern land use, development, and redevelopment in the City. The Development Code establishes Livermore's Zoning Map, development standards, and review procedures that identify where certain land uses are allowed, what standards are required, such as height and setback limitations, and describe how projects are permitted. The Development Code also implements state land use, housing, and environmental laws at the local level and implements broad General Plan policy with specific development standards. Livermore's current Development Code was last comprehensively updated in 2010, with limited specific updates over time to respond to changes in Council direction and changes in state law. However, with the multitude of new state housing laws, the current code requires updating.

Livermore Housing Element

On March 13, 2023, the City Council adopted Livermore's 2023-2031 Housing Element. The Housing Element aims to increase housing production in Livermore by ensuring adequate sites are available for residential development. Further, the Housing Element responds to California's required Regional Housing Needs Allocation (RHNA) process, by which the state requires regions to zone for a certain number of housing units, and establishes other local policies to further the production of market-rate and affordable housing. The Housing Element is consistent with the new state laws regarding documentation and analysis and contains policies to update Livermore's Development Code to ensure compliance with all new state housing laws.

Request for Proposals

In order to respond to the state's new housing laws and to implement recently adopted Housing Element policy, staff released a request for proposals seeking qualified planning and law consultants to comprehensively update Livermore's Development Code to ensure consistency with the new laws and policies. Staff received four submittals and on January 4, 2023, and at the conclusion of a competitive interview process, selected Shute, Mihaly, and Weinberger LLP (the "Consultants"). The Consultants were selected based on their familiarity with the California legal and regulatory environment, their technical and legal expertise with writing local zoning ordinances, and their chosen professional team consisting of certified Planners and Attorneys.

Council Strategic Plan and General Plan Consistency

The proposed Professional Services Agreement (Agreement) implements the City Council's Strategic Plan goals related to homelessness and affordable housing. The plan calls for expanding affordable housing opportunities and generally focuses on the diversity of affordable housing types. The Professional Services Agreement would facilitate a comprehensive update to Livermore's Development Code that would codify new state housing laws, streamline the review process for affordable housing, and allow for additional housing opportunities in residential and commercial neighborhoods. The update also will add objective design standards to the Development Code to maintain minimum design standards while facilitating the streamlined development review mandated by the state.

The proposed Agreement is consistent with Livermore's General Plan Housing Element. Specifically, the Agreement would facilitate the comprehensive Development Code update, which implements the following policies and programs:

- Policy 1.3: Update the Development Code to simplify standards, expand opportunities for a greater variety of housing types, and maintain consistency with State law.
    - A: Continue to facilitate development of Accessory Dwelling Units (ADUs) by maintaining standards that are consistent with State law. This includes allowing ADUs in all zoning districts where single-family and multifamily residential dwellings are allowed.
    - D: Establish standards for smaller unit types, such as tiny homes and single room occupancies.
    - E: Establish standards consistent with Senate Bill 9 to allow ministerial two-unit residential developments and lot splits in single-family zones.
    - F: Establish Objective Design Standards to facilitate streamlined project permitting.
- Policy 1.4: Reduce governmental constraints on housing development through permit streamlining, reasonable development fees, and transparent and accessible information.
    - A: Identify opportunities to streamline permitting processes, including ministerial approvals and electronic application submittals and review.
    - B: Establish standards to specify SB 35 and SB 330 streamlining approval processes and standards for eligible projects
- Program 3.1.2 (A): Continue to ensure new residential projects are consistent with current State Density Bonus regulations and continue to encourage the use of both the State Density Bonus Program and the City's density incentives for affordable and senior housing. In addition, update the local density bonus regulations as needed during the planning period for consistency with State Density Bonus law.
- Program 3.4.3 (A): Update the Development Code to reduce barriers to transitional housing, supportive housing, low-barrier navigation centers, and emergency shelters consistent with State law (e.g., SB 2, AB 101).

The Development Code update would simplify standards, expand opportunities for a greater variety of housing types, and maintain consistency with state law, including ADU law, SB 9, objective design law, SB 35, SB 330, etc. Further, the update would clarify state processes at the local level, streamlining housing review. Finally, the update would consider revising review authority and the permitting process, reducing barriers to housing construction, consistent with Housing Element policy.

Scope of Work

City staff and the Consultants have met to develop a scope of work, budget, and schedule to accomplish the comprehensive Development Code update. The project is to begin on May 1, 2023, with a maximum two-year term. In addition to regular review and public hearing periods, the scope of work includes two primary subject categories, as described below. The scope of work with budget and timeline is also included as part of Exhibit A attached to the resolution.

Research and Investigation

The consultant will first conduct a legal review of all Livermore's internal policies and standards, including the existing Development Code, General Plan, Housing Element, Design Standards and Guidelines, interim policy memos, etc. The review will help highlight existing document deficiencies and subjective standards and will identify which areas need to be updated to be consistent with state law. Next, the consultant will conduct a technical review and analysis of all new state housing laws, including SB 35, SB330, SB9, ADU law (AB 345, AB 3182, AB 68, AB 881, SB 13, AB 587, AB 670, and AB 671), and Density Bonus Law (government Code Sections 65915 – 65918). The consultant will prepare summaries detailing each law's requirements and where the City has discretion to deviate from the law. Summary memos for City staff will be prepared for both the Livermore policy and state law reviews.

Drafting Code Language and Objective Design Standards

After analyzing all applicable Livermore and state standards, the Consultants will draft the Development Code text amendments and the objective design standards, which will likely be incorporated directly into the Development Code. Amendments to numerous parts of the code will be required, including Chapters 2 (General to All), 4 (General to Zones), 6 (Specific to Uses), 9 (Permits and Approvals), 10 (Subdivisions), and 11 (Definitions). Text amendments will include consistency with state laws in areas such as Accessory Dwelling Unit permitting, SB 9 permitting, Density Bonus allowance, ministerial approval of certain affordable projects, allowance of residential uses in commercial and office zones, parking reductions, etc. In addition, modifications to the code's organization will be considered, grouping all housing laws into one code chapter for ease of use. Finally, the Consultants will draft new objective design standards that will address topics such as site planning, building massing, building frontages, entrances, exterior materials, landscaping, utilitarian/mechanical elements of building design, and be complementary to, and not replace, the existing 2004 Design Standards and Guidelines.

Feedback and Input

The update process will be iterative, including multiple staff check-ins, City Council briefings and public hearings. Staff also plans to include opportunities for public engagement and feedback throughout the process.

ENVIRONMENTAL DETERMINATION

Authorization to execute a professional services agreement is an administrative action, which does not qualify as a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378. Therefore, no environmental review is required. The environmental impacts, if any, of the text amendments and objective design standards will be evaluated as part of the comprehensive Development Code update project.

FISCAL AND ADMINISTRATIVE IMPACTS

Utilization of City staff time will be necessary to administer the consultant agreement, review draft documents, coordinate advisory groups, prepare briefings and study sessions, participate in public outreach, and support the project through completion. The Professional Services Agreement is for an amount not to exceed $245,640, with a contract term beginning May 1, 2023, and terminating upon completion of services or on May 1, 2025, whichever occurs first. The Planning Division's budget includes sufficient funds to cover consultant contract costs for the remainder of this fiscal year (2022-2023), and the next two fiscal years (2023-2024 and 2024-2025). The overall Development Code update will increase efficiency by codifying and simplifying numerous state laws into a single document, streamlining review procedure, establishing easy to follow objective design standards, and increasing legal clarity around each law.

CITYWIDE STRATEGIC PLAN

Community Pillar

1: A Safe Community that Thrives

Goal

14: Update development standards, codes, and ordinances

Guiding Documents

General Plan and Development Code

ATTACHMENTS

1. Resolution
2. Exhibit A - Draft Agreement with Scope of Work

Prepared by: Jake Potter
Associate Planner

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH SHUTE, MIHALY, AND WEINBERGER LLPTO PROVIDE PLANNING SERVICES AND LEGAL ADVICE FOR DEVELOPMENT CODE AMENDMENTS AND OBJECTIVE DESIGN STANDARDS TO IMPLEMENT NEW STATE HOUSING LAWS AND LIVERMORE'S HOUSING ELEMENT IN AN AMOUNT NOT TO EXCEED $245,640

Since 2020, the California State Legislature and Governor have together passed more than 90 new housing laws with the goal of responding to the state's housing crisis.

On March 13, 2023, the City Council adopted Livermore's 2023-2031 Housing Element, which contains policies to update Livermore's Development Code to ensure compliance with new state housing laws.

The Community Development Department requires a consultant to provide legal advice and prepare Development Code Amendments and Objective Design Standards to implement new state housing laws and Livermore's Housing Element.

On January 4, 2023, City staff selected Shute, Mihaly, and Weinberger LLP to prepare the Development Code Amendments and Objective Design Standards after a competitive interview process.

The proposed agreement with Shute, Mihaly, and Weinberger LLP allows for services to commence May 1, 2023, and terminate upon completion of services, or on May 1, 2025, whichever occurs first.

Authorization to execute a professional services agreement is an administrative action, which does not qualify as a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378. Therefore, no environmental review is required.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that the City Manager is authorized to execute the professional services agreement with Shute, Mihaly, and Weinberger LLP, attached hereto as Exhibit A, to provide legal advice and prepare Development Code Amendments and Objective Design Standards, in an amount not to exceed $245,640.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on April 10, 2023, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

*/s/ Kimberly Cilley*_____
Kimberly Cilley
Senior Assistant City Attorney

Exhibit A – Agreement with Shute, Mihaly, and Weinberger LLP

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EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2023, by and between the City of Livermore ("City"), a municipal corporation, and Shute Mihaly & Weinberger LLP ("Consultant"), a California corporation.

RECITALS

City requires professional services to provide Planning Services and Legal advice for Development Amendments related to the New State housing laws and the creation of the new residential Objective Development Standards.

Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges City has relied upon these warranties to retain Consultant.

AGREEMENT

NOW, THEREFORE, City and Consultant hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. Retention as Consultant. City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Section 3 below subject to the terms and conditions in this Agreement.

2. Relationship of Parties – Independent Contractors. The relationship of the parties shall be that of independent contractors. Consultant and its employees are not City officers or employees. Consultant is responsible for the supervision and management of its employees, including any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the services contemplated by this Agreement.

3. Description of Services. Consultant shall provide the following professional services as more particularly set forth in Exhibit "A" (collectively "the Services"):

The preparation of Development Code amendments to satisfy the requirements of new state housing laws, including new residential objective design standards.

4. Consultant's Responsibilities. Consultant shall:

(a) Diligently perform the Services in a manner commensurate with industry, professional, and community standards;

(b) Provide the resources necessary to complete the Services in a timely manner;

(c) Obtain a business license from the City of Livermore, and keep it in effect for the term of this Agreement;

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(d) Obtain and keep in effect all necessary licenses, permits, qualifications, insurance, and approvals legally and professionally required for Consultant to practice its profession and to provide the Services;

(e) Comply with all laws in effect that are related to Consultant and the Services;

(f) Coordinate the Services with Jake Potter, Associate Planner, and Turhan Sonmez, Associate Planner ("Project Manager"), or such other person designated as the Project Manager by City;

(g) Be available to the Project Manager, and other parties referred to Consultant by the Project Manager, to answer questions or inquiries related to the Services;

(h) Only invoice City for the Services rendered. Consultant's invoice shall be in writing and describe the Services performed for the payment requested. Consultant shall not submit an invoice to City more frequently than once a calendar month;

(i) Keep and maintain invoices and records related to the Services in an organized manner. At a minimum, the records must be kept for at least 3 years from the date of final payment to Consultant and must include time sheets, work progress reports, and other documentation to adequately explain all the Services invoiced for payment. Consultant shall make the invoices and records immediately available to City upon delivery of a written request to examine, audit, or copy them at City's place of business during normal business hours. Consultant shall give City 30 calendar-days' written notice prior to destroying the invoices and records and allow City an opportunity to take possession. If City wants them, Consultant and City shall coordinate their delivery to City in the most efficient manner possible;

(j) Prepare and submit a written report to the Project Manager, within 3 business-days of the Project Manager's written request, that identifies the Services completed and in progress, the charges incurred to date, and the anticipated cost to complete the remaining Services;

(k) Consultant shall correct, at its own expense, all errors in the Services. Should Consultant fail to make such correction in a timely manner, City may make the correction and charge the cost thereof to Consultant;

(l) If applicable, Consultant shall ensure that all work for compensation is provided in compliance with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and prevailing wages. If applicable, Consultant shall comply with all prevailing wage laws, such as sections 1773, 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the California Labor Code and any other applicable wage and hour law. If any violation of prevailing wage law associated with this Agreement is deemed to have occurred by any court or administrative authority, Consultant shall forfeit to the City, as a penalty, the sum of fifty dollars ($50.00) for each calendar day, or portion thereof, for each

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laborer, worker, or mechanic employed, paid less than the applicable prevailing rates for any work done to accomplish the purposes of this Agreement; and,

(m) Consultant's services provided pursuant to this Agreement shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

5. Compensation and Payment.

The total compensation payable by City to Consultant for the Services SHALL NOT EXCEED the sum of $245,640 ("not-to-exceed amount"). City shall compensate Consultant for the Services rendered at the hourly rates, task amounts or travel expenses set forth in Exhibit "A" up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates, task amounts or travel expenses are intended to be Consultant's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Consultant, its agents, and employees to provide the Services.

(a) City shall pay Consultant no later than 30 days after City receives a written invoice from Consultant and verifies the Services were performed for the payment requested.

6. Term. The term of this Agreement commences on May 1, 2023, and terminates upon the completion of the Services or May 1, 2025, whichever occurs first.

7. Termination by City. City may terminate any portion or all of the Services by giving Consultant at least 30 calendar-days written notice. Upon receipt of a termination notice, Consultant shall immediately stop all work in progress on the Services except where necessary to preserve the benefit of the work, and then assemble the work on the Services for delivery to City on the termination date. All compensation for Services performed prior to the termination date shall be payable to Consultant in accordance with Section 5.

8. Ownership of Documents. All drawings, designs, data, photographs, reports and other items prepared or obtained by Consultant in the performance of the Services are City's property and Consultant shall deliver them to City upon demand.

9. Copyright and Right of Use. All items created by Consultant for City under this Agreement are works made for hire, and Consultant shall give City the copyright and all intellectual property rights to all items developed, prepared, and delivered as part of the Services. Consultant agrees that all aspects of the Services and items created thereby will be original works of creation and will not use, in whole or in part, any work created by any other party, except when expressly disclosed by Consultant to City and Consultant obtains a license to such items for the benefit of City. All licenses must be perpetual, world-wide, non-exclusive, and royalty free sufficient in scope to permit City's full use and enjoyment of its ownership rights in the items created by the Services.

10. Confidentiality. Consultant shall not disclose any confidential or proprietary information received from City to anyone except Consultant's employees who require

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access to the information to perform the Services. This obligation shall survive termination and remain in full force and effect until the information, and any copies thereof, are destroyed or returned to City.

11. Defense, Indemnity, and Hold Harmless. To the fullest extent permitted by law, Consultant shall hold harmless, indemnify, and defend with counsel selected by the City or otherwise acceptable to the City, the City and its elected and appointed officials, officers, directors, employees, agents and designated 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 caused by the negligent or wrongful acts of the Consultant in connection with the performance of the Services under this Agreement, except for such Liability caused by the sole active negligence or willful misconduct of City. Consultant's obligations to hold harmless, indemnify, and defend shall not be excused because of Consultant's inability to evaluate Liability or because Consultant evaluates Liability and determines that Consultant is not liable to the claimant. Without affecting the rights of the City under any provision of this agreement or this section, Consultant shall not be required to defend, indemnify, and hold harmless the City as set forth above for liability arising from litigation challenging the validity of a decision of the City Council concerning the project described in the scope of work. These obligations are independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement. Consultant must respond within 30 days to the tender of any claim for defense and indemnity by the City.

(a) Modification for Construction Contracts. To the extent this Agreement is a "construction contract" covered by California Civil Code section 2782, then Consultant's duty to indemnify shall not apply in a manner prohibited by California Civil Code section 2782.

(b) Modification for Design Professional Services. To the extent this Agreement is for "design professional services" defined in California Civil Code section 2782.8, then Consultant's duties to defend and indemnify shall only apply to the extent provided for in California Civil Code section 2782.8(a), unless section 2782.8(a) is not applicable for one of the reasons set forth in 2782.8(e).

12. Insurance. Consultant shall procure and maintain insurance during the term of this Agreement in the amounts and under the terms set forth in Exhibit "B" against claims that may arise from or in connection with this Agreement and performance of the Services. Upon reasonable written notice, Consultant shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by City's Risk Manager.

13. Acceptance of Final Payment. Consultant's acceptance of final payment will release City from any and all claims and liabilities for compensation under this Agreement.

14. Acceptance of Work. City's acceptance of, or payment to Consultant for, the Services does not release Consultant from its responsibility for the accuracy,

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completeness, or competency of the Services, nor do the actions constitute an assumption of Consultant's responsibility or liability by City for any defect or error in the Services.

15. Conflict of Interest. Consultant represents that no City employee or official has a financial interest in Consultant. Consultant shall not offer, encourage, or accept any financial interest in any part of Consultant's business by or from a City employee or official during the term of this Agreement or as a result of being awarded this Agreement. If any of the Services are paid by reimbursement from an agreement between City and a private party, Consultant represents that it has not performed any work for that private party during the 12-month period prior to the execution of this Agreement, and that it shall not negotiate, offer or accept any contract for services from that party during the term of this Agreement.

16. Economic Disclosure. Consultant shall comply with City's local conflict of interest code and the Political Reform Act, and prepare and file an economic disclosure statement if the Services involve making, or participation in making, decisions which may have a material effect on the Consultants' financial interest. While it is Consultant's sole responsibility to evaluate its conflicts of interest, the Consultant nevertheless agrees to prepare and file an economic disclosure statement if requested by City.

17. Non-Exclusive Agreement. This is a non-exclusive agreement. City reserves the right to provide, and to retain other consultants to provide, services that are the same or similar to the Services described in this Agreement.

18. No Assignment. Consultant shall not assign or subcontract any of the Services without City's prior written consent. For the purposes of this section, a change of fifty-percent or more in the ownership or control of Consultant constitutes an assignment.

19. Remedies. All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative, and the invocation of a right or remedy will not be construed to waive or elect a remedy with respect to any other available right or remedy. As a condition precedent to commencing legal action involving a claim or dispute against City arising from this Agreement, the Consultant must present a written claim to City in accordance with Chapter 3.42 of the Livermore Municipal Code.

20. Construction of Language. The terms and conditions in this Agreement have been arrived at through negotiation and each party had a full and fair opportunity to review and revise this Agreement with legal counsel. Any ambiguity in this Agreement will not be resolved against either party as the drafting party. In the event of an inconsistency or conflict between the language in the body of the Agreement and an attachment hereto, the language in the body of the Agreement controls.

21. Entire Agreement; Modification. This Agreement supersedes all other agreements, whether oral or written, between the parties with respect to the Services. Any modification to this Agreement must be in writing and signed by both parties. In the event the original of this Agreement is lost or destroyed, an archival copy maintained by City can be used in place of the original for all purposes with the same effect as if it was

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the original.

22. Notice. Notices under this Agreement must be delivered to the addresses below by deposit in the United States mail or by overnight delivery service, with postage prepaid and delivery confirmation:

TO CITY: Attention: Jake Potter and Turhan Sonmez
City of Livermore
1052 S Livermore Avenue
Livermore, California 94550

TO CONSULTANT: Attention: Kristi Bascom
Shute, Mihaly & Weinberger LLP
396 Hayes Street
San Francisco, CA 94102

23. Waiver. Failure to insist upon the strict performance of any term or conditions in this Agreement, no matter how long the failure continues, is not a waiver of the term or condition and does not bar the right to subsequently demand strict performance. To be effective, a waiver must be in writing and signed by the non-breaching party.

24. Severability. If a court of competent jurisdiction determines a provision in this Agreement is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired in any way.

25. Survival. The terms, conditions, and obligations in Sections 8, 9, 10, and 11 shall survive the completion or termination of this Agreement.

26. Electronic Signatures. By signing this document, you are agreeing that you have reviewed this disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

27. Counterparts. This Agreement may be executed and delivered in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email, or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals and shall be valid and effective for all purposes.

****

Signatures and Attachment List on the Next Page

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In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement, effective on the date first written above.

CONSULTANT: **Dated:**

DocuSigned by:
Winter King
E4171A48A7A842F...

3/20/2023 | 6:20 PM PDT

By: Winter King
Title: Partner

CITY OF LIVERMORE: **Dated:**

Marianna Marysheva
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Kimberly Cilley
70AABF2D2EAC450...

Assistant/City Attorney

APPROVED AS TO INSURANCE:

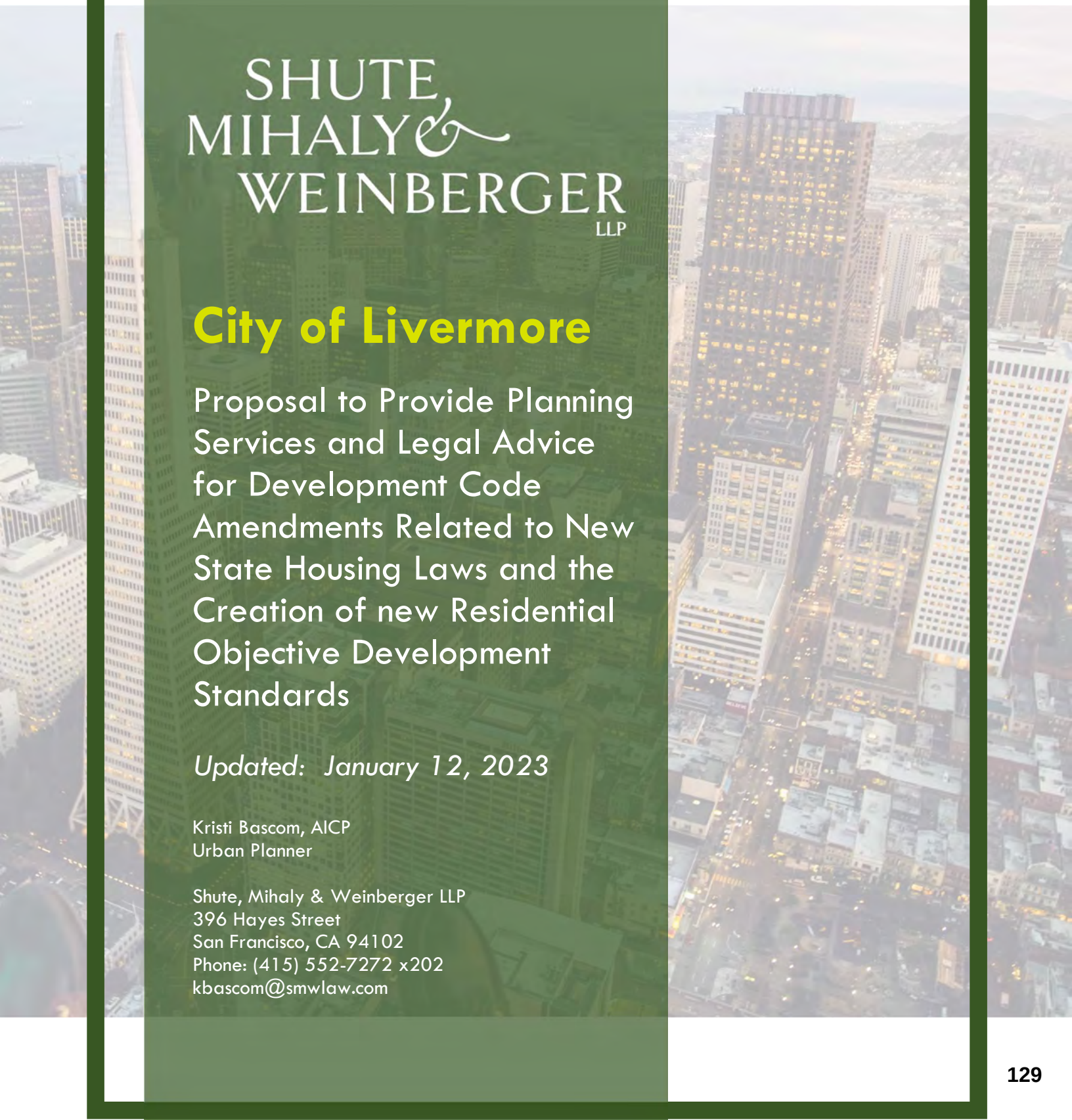
DocuSigned by:
Janet Hamilton
C8FE9B0AEBFE488...

Risk Manager/Analyst

Attachments:

Exhibit A – Scope of Work
Exhibit B – Insurance Requirements

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SHUTE, MIHALY & WEINBERGER LLP

City of Livermore

Proposal to Provide Planning Services and Legal Advice for Development Code Amendments Related to New State Housing Laws and the Creation of new Residential Objective Development Standards

Updated: January 12, 2023

Kristi Bascom, AICP
Urban Planner

Shute, Mihaly & Weinberger LLP
396 Hayes Street
San Francisco, CA 94102
Phone: (415) 552-7272 x202
kbascom@smwlaw.com

PROPOSED SCOPE OF WORK

SMW proposes to tackle the Development Code Amendment and Objective Development Standards project by breaking it down into five distinct tasks:

Task 1. Project Kick-off/Initiation
Task 2. Research and Education
Task 3. Drafting Code Amendments and new Objective Development Standards
Task 4. Iterative Review and Revisions
Task 5. Public Review and Adoption

Throughout the duration of the project, SMW will be coordinating with Community Development Department Staff, providing written content for internal and external outreach and education on the Development Code update process, and working with the Technical Advisory Group (TAG) and Design Advisory Group (DAG) as needed to receive input and feedback. This iterative process is expected to involve a lot of input/feedback loops with Staff and the TAG or DAG and could also benefit from study sessions with the Planning Commission and/or City Council. We have included this as an optional task. Costs associated with written communication and Staff/TAG/DAG coordination are captured in the Cost Proposal as Task 6, which is ongoing.

TASK 1: PROJECT INITIATION

The first task involves a meeting with City staff, either in-person or via video conferencing, to establish a mutual understanding of the key issues, discuss expectations, and confirm project milestones, meeting times, and deliverables.

TASK 2: RESEARCH AND INVESTIGATION

The second task involves gathering relevant state and local documents and conducting our review to determine what amendments need to be considered for State law compliance. Steps will include:

1. Local Document Review. Conduct a technical review and analysis of the City's existing policy documents, design guidelines, development standards and regulations, and permit procedures, including the City's General Plan, Development Code (which includes the existing ADU and Density Bonus ordinances), City housing legal memos, handouts, and interpretations, 2004 City of Livermore Design Standards and Guidelines, various specific plans, and updated Housing Element, Climate Action Plan, and Hazard Mitigation Plan (if available).
2. Local Summary. Prepare a summary of the existing document deficiencies and identify what needs to be updated to be in compliance with State law. Summary will also include an overview of subjective design/development standards that will need to be reconsidered and reconfigured into an objective metric.
3. State Document Review. With the City's code gaps in mind, conduct a technical review and analysis of the State of California's new housing laws, including SB 35, SB330, SB9, ADU law (AB 345, AB 3182, AB 68, AB 881, SB 13, AB 587, AB 670, and AB 671), and Density Bonus Law (government Code Sections 65915 – 65918).

4. State Law Summary. Prepare a summary of the requirements of each law and identify the areas where the City of Livermore has discretion in implementation.

TASK 3: DRAFTING CODE AMENDMENTS AND OBJECTIVE DEVELOPMENT STANDARDS

The third task involves taking the summaries prepared in Task 2 and feedback received from City Staff and drafting:

1. Amendments to the Development Code needed to established compliance with State law. During this effort, SMW will review with the City the pros and cons of creating a new Housing Chapter in the Development Code that would include all the City's existing ordinances pertaining to housing (e.g. ADUs) and all state laws pertaining to housing (e.g. SB 35). SMW expects that modifications to various parts of the Development Code will likely be required, including changes to Chapters 2 (General to All), 4 (General to Zones), 6 (Specific to Uses), 9 (Permits and Approvals), 10 (Subdivisions), and 11 (Definitions).
2. Objective Development Standards (ODS). The second part of Task 3 involves receiving feedback from City Staff on Livermore's existing subjective design/development standards in the various policy documents. This input will help SMW draft language that identifies potential objective solutions to design and development issues while maintaining development and design guideline goals. During this task, in particular, SMW expects to interact with the Design Advisory Group (as appropriate) and coordinate with Community Development Staff to ensure that the right balance is being struck as the ODS are being crafted. The ODS will accommodate a wide variety of residential and mixed-use building types, and architectural styles appropriate in Livermore. The ODS will be written to ensure consistency with the City's General Plan, and address topics such as site planning, building massing, building frontages, entrances, exterior materials, landscaping, utilitarian/mechanical elements of building design, and be complementary to (not replace) those standards contained in the existing 2004 Design Standards and Guidelines document.

Although a robust public outreach program throughout this effort is not expected, the amount of input/feedback with City Staff reviewing options for the Development Code amendments and the creation of the Objective Development Standards is expected to be substantial. These hours are captured in Tasks 3 and 4.

TASK 4: ITERATIVE REVIEW AND REVISIONS

Through the process of amending the City's Development Code and crafting the Objective Development Standards, there will be three versions of documents produced:

1. Initial Administrative Draft. The Initial Admin Draft version will include:
    a. Comprehensive modifications to the existing Development Code, using track-changes to indicate new and omitted text, and illustrations, if applicable.
    b. New Objective Development Standards
2. Final Administrative Draft. The Final Administrative Draft will incorporate City Staff comments received on the Initial Administrative Draft.
3. Public Hearing Draft. The Public Hearing Draft will be prepared for the decision-makers and will incorporate comments received on the Final Administrative Draft. The Public

Hearing Draft will be reviewed by the Planning Commission and City Council through the formal review and adoption process.

TASK 5: PUBLIC REVIEW AND ADOPTION

SMW will prepare visual aids (e.g. digital presentation) and will make formal public presentations at a Planning Commission hearing and a City Council hearing to support adoption of the Development Code Amendments and Objective Development Standards.

OPTIONAL TASK: PLANNING COMMISSION AND/OR CITY COUNCIL STUDY SESSION(S)

Between Tasks 3 and 4 (after drafting the key elements of the Development Code amendments and the Objective Development Standards but before assembling the Initial Administrative Draft), it could make sense to check in with the advisory and decision-making bodies to make sure what is being contemplated is in line with community expectations. SMW has provided costs for two optional study sessions if Staff determines that they are warranted.

Note: The Development Code Amendments and Objective Design Standards should be reviewed for CEQA compliance, which is not a part of this proposal. If CEQA review is necessary, SMW would be happy to review/assist, but that is outside of this proposed scope/budget.

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PROPOSED SCHEDULE

It is expected that execution of this project – from kick-off initiation with City Staff to ultimate adoption by the City Council – would take 10 to12 months. The key variables in this range are whether Planning Commission and City Council Study Sessions are held and also the level of engagement and involvement of a community-based Design Advisory Group or other advisory bodies. Both of these steps could add weeks to the timeline based on the frequency and meeting schedule(s).

SMW's tentative project schedule is on the following page.

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EXHIBIT A

PROPOSED SCHEDULE City of Livermore Development Code Update: Housing Law Compliance and Objective Development Standards	May 2023	June 2023	July 2023	Aug 2023	Sept 2023	Oct 2023	Nov 2023	Dec 2023	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024
Task 1: Project Kick-off/Initiation													
Kick Off Meeting with City Staff													
Task 2: Research and Investigation													
Local Document Technical Review													
Summary of Focus Areas													
State Document Review													
Summary of Legal Requirements and Local Discretion													
Task 3: Drafting Code Amendments and Objective Design Standards													
Draft Development Code Amendments													
Draft Objective Design Standards													
Task 4: Iterative Review and Revisions													
Provide Initial Admin Draft													
Final Administrative Draft													
Public Hearing Draft													
Task 5: Public Review and Adoption													
Finalize materials for public hearings													
Planning Commission Hearing													
City Council Hearing													
Optional Task: Planning Commission/City Council Study Sessions													
Prepare written and visual materials for Study Session													
SS 1: Planning Commission													
SS 2: City Council													

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COST PROPOSAL

The Cost Proposal for this project is a not-to-exceed amount of $233,320 and includes the SMW team members identified in this proposal. No team member substitutions will be made without City Staff agreement and authorization. SMW will monitor costs closely – we have billing software that allows us to track hours and expenditures accurately over time. We provide monthly invoices and are able to provide updates in between, as needed.

SMW reserves the right to move hours/costs between tasks and subtasks within the overall project budget. In some cases more time is spent on one task and less on another. The contingency line of $30,000 can be utilized to cover activities that are outside of the scope as described in Tasks 1-5. Utilization of the contingency line shall be agreed to by Staff in writing in advance of billing to that line.

In no case shall the overall total cost for the project be exceeded without written authorization from the City and a signed contract amendment. If the total number of hours spent on the project is less than that total contract budget, the City will be billed for only those hours expended.

There is one subconsultant cost included in the project budget, which is the cost to have graphic illustrations produced, if needed, to illustrate certain development standards or code requirements. The budget includes the expenditure of up to $5,000 for this purpose. If this work is determined to not be warranted, this cost will not be incurred by the City.

The budget identifies an optional task for study sessions at the Planning Commission and/or City Council, if determined by City Staff to be warranted. This would add $12,320 to the total project cost.

The Cost Proposal broken down by task and subtask is on the following page.

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EXHIBIT A

SCOPE OF WORK and BUDGET City of Livermore Development Code Update: Housing Law Compliance and Objective Development Standards	Shute, Mihaly & Weinberger, LLP					
	Kristi Bascom Project Mgr/ Urban Planner	Carmen Borg Urban Planner	Caitlin Brown Attorney (Associate)	Winter King Attorney (Partner)	Total Hours per Task	Total Cost per Task
Hourly Rate	$ 210	$ 210	$ 310	$ 350		
Total Project Hours (w/o Optional Tasks)	392	80	180	124		
Task 1: Project Kick-off/Initiation						
Kick Off Meeting with City Staff	8	4	4	4	20	
Task 1 subtotal	**8**	**4**	**4**	**4**	**20**	**$ 5,160**
Task 2: Research and Investigation						
Local Document Technical Review	64	16	32	8	120	
Summary of Focus Areas	16	8	16	8	48	
State Document Review	12		16	8	36	
Summary of Legal Requirements and Local Discretion	16		20	12	48	
Task 2 subtotal	**108**	**24**	**84**	**36**	**252**	**$ 66,360**
Task 3: Drafting Code Amendments and Objective Design Standards						
Draft Development Code Amendments	80	16	24	16	136	
Draft Objective Design Standards	120	16	24	24	184	
Task 3 subtotal	**200**	**32**	**48**	**40**	**320**	**$ 77,600**
Task 4: Iterative Review and Revisions						
Provide Initial Admin Draft	24	12	24	8	68	
Final Administrative Draft	16	8	16	8	48	
Public Hearing Draft	8		4	4	16	
Task 4 subtotal	**48**	**20**	**44**	**20**	**132**	**$ 34,920**
Task 5: Public Review and Adoption						
Finalize materials for public hearings	12			8	20	
Planning Commission Hearing	8			8	16	
City Council Hearing	8			8	16	
Task 5 subtotal	**28**			**24**	**52**	**$ 14,280**
Total SMW cost						**$ 198,320**
Project Contingency						**$ 30,000**
Subconsultant costs: Graphic Design assistance (as needed and not-to-exceed)						$ 5,000
Total Project Cost (Tasks 1-5)						**$ 233,320**

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EXHIBIT A

SCOPE OF WORK and BUDGET City of Livermore Development Code Update: Housing Law Compliance and Objective Development Standards	Shute, Mihaly & Weinberger, LLP					
	Kristi Bascom Project Mgr/ Urban Planner	Carmen Borg Urban Planner	Caitlin Brown Attorney (Associate)	Winter King Attorney (Partner)	Total Hours per Task	Total Cost per Task
Optional Task: Planning Commission/City Council Study Sessions						
Prepare written and visual materials for Study Session	16				16	
SS 1: Planning Commission	8			8	16	
SS 2: City Council	8			8	16	
Optional Task 2 subtotal	**32**			**16**	**48**	**$ 12,320**
Total Project Cost (Tasks 1-5 plus Optional Task)						**$ 245,640**

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ACCEPTANCE OF CITY'S AGREEMENT FOR PROFESSIONAL SERVICES

SMW has reviewed and accepts the City of Livermore's Agreement for Professional Services. SMW meets the prerequisite insurance requirements, and, if selected, SMW agrees to enter into an Agreement for Professional Services with the City of Livermore.

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EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:
   $1,000,000 per occurrence/**$2,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
   $1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
   Statutory limits as required by the State of California including **$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability".
4. Professional Liability/Errors and Omissions:
   $1,000,000 per occurrence.

Deductibles and Self-Insured Retention

All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City of Livermore. The City of Livermore reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII and accepted to do business in the State of California, unless otherwise acceptable to the City of Livermore.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Livermore, its officers, officials, employees, and designated volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant/Contractor; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor. The coverage shall contain no special

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limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.

2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the Consultant's/Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
3. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.
4. The Consultant's/Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550

Verification of Coverage

Consultant/Contractor shall furnish certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. The City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.

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EXHIBIT A

THIS FORM IS TO BE COMPLETED BY CITY STAFF ONLY

CITY OF LIVERMORE
DETERMINATION OF CONFLICT OF INTEREST
REPORTING FOR CONSULTANTS

Consultant Name (include name of specific person doing work if known).

Shute, Mihaly & Weinberger. LLP

Contract/Project Title.

Professional services to Provide Planning Services and Legal Advice for Development Code Amendments and Objective Standards

Brief Description of work to be done, or final product, and how it will be used.

Professional services to Provide Planning Services and Legal Advice for Development Code Amendments and Objective Standards

Is the Consultant making, participating in making, or influencing a governmental decision?	Yes ____; No _x__.
Is the Consultant performing work that could or would be done by an employee identified in the City of Livermore Conflict of Interest Code?	Yes ____; No ____x__. If YES, please identify the title for the designated employee:

Completed by Department Head Signature: DocuSigned by: Paul Spence A518A99D895B48B... Date: 3/21/2023 | 11:32 AM PDT

City Attorney Determination:

Disclosure: [x] None [_] Category 1 [__] Category 2 [_] Category 3 [_] Category 4

Name and address of each individual subject to reporting requirements:

NA

Comments:

NA

Assistant/City Attorney Signature: DocuSigned by: Jason Alcala ACD00D4E252C458... Date: 3/21/2023 | 12:04 PM PDT

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The appropriate category is dependent upon the type of work being performed and shall be the same as the category for the designated employee identified in the City of Livermore Conflict of Interest Code which could or would have otherwise done the work, or Category 1 for any Consultant that makes, participates in making, or influences decisions.

Making, Participating in Making, of Influencing a Governmental Decision:

In answering the question whether a Consultant is making, participating in making, or influencing a governmental decision, the following guidance is provided[1]:

A Consultant is subject to the conflict-of-interest disclosure requirements when he or she:

> **Makes** a governmental decision (for example, by voting or making an appointment)
>
> **Participates** in making a governmental decision (for example, by giving advice or making recommendations to the decision maker)
>
> **Influences** a governmental decision by communicating with the decision maker.

A good rule of thumb in deciding whether a Consultant's work constitutes making, participating in making, or influencing a governmental decision is to determine whether the Consultant is exercising *discretion* or *judgment* with regard to the decision. If so, the Consultant is subject to disclosure.

Category 1 - Consultants in this category shall disclose all sources of income, including gifts, loans and travel payments; investments; interests in real property and any business entities in which the consultant is a director, officer, partner, trustee, and employee or holds any management position.

Category 2 - Consultants in this category shall disclose all sources of income, including gifts, loans and travel payments; investments; interests in real property and any business entities in which the consultant holds a management position if the business entity engages in land development, construction, the provisions of architectural, engineering or other services in connection with construction, the manufacture or sale of electrical, plumbing or other products used in construction; the acquisition or sale of real property of financing of land acquisition, development or construction.

Category 3 - Consultants in this category shall disclose all sources of income, including gifts, loans and travel payments; investments; interests in real property and any business entities in which the consultant holds a management position if the business entity is of the type which contracts with the City of Livermore to provide services, supplies, materials, machinery or equipment.

Category 4 - Consultants in this category shall disclose all sources of income, including gifts, loans and travel payments; investments; interests in real property and any business entities in which the consultant holds a management position if the business entity is of the type which contracts with the designated employee's department.

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1 This guidance is derived from Fair Political Practices Commission publication entitled, *Can I Vote? An Overview of a Public Officials' Obligations Under the Political Reform Act's Conflict-of-Interest* Rules and is available on the FPPC's website at www.fppc.ca.gov/library/CanIVote7-05.pdf.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.5**

DATE: April 10, 2023

TO: Honorable Mayor and City Council

FROM: Scott Lanphier, Public Works Director

SUBJECT: Resolution directing the City Engineer to file the Annual Engineer's Report for the City's Landscape Maintenance Districts.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution directing the City Engineer to file the Annual Engineer's Report for the City's Landscape Maintenance Districts.

SUMMARY

In order to levy and collect annual assessments for landscape maintenance districts under the Landscape and Lighting Act of 1972, the City must follow certain legal procedures. The initial procedures consist of directing the filing of annual report(s), approving the report(s), and then passing resolutions of intention and authorizing the levy and collection of assessments.

DISCUSSION

A consolidated Engineer's Report will be prepared for 92 districts for Fiscal Year 2023-2024 in accordance with the requirements of the Landscape and Lighting Act of 1972. The districts are Maintenance District No. LL-1: Annexation Nos. 1989-1, 1989-2, 1989-4, 1990-1, 1990-2; Maintenance District No. LL-2; Maintenance District No. LL-2 (1992-0): Annexation Nos. 1992-1, 1993-1, 1993-2, 1994 1, 1994-2, 1994-3, 1994-4, 1994-6, 1994-7, 1994-8, 1995 1, 1995-2, 1995-3, 1995-4, 1995 6, 1995-7, 1996-1, 1996-2, 1996-3, 1996-5, 1996 6, 1996-7, 1996-8, 1996-9, 1997-2, 1997 3, 1997-4,1997-5; and Maintenance District Nos. LL-801, LL-802, LL-803, LL-804, LL 805, LL 806, LL-807, LL-808, LL-809, LL-810, LL-811, LL-813, LL-814, LL-815, LL-817, LL-818, LL-819, LL-820, LL-821, LL 822, LL-823, LL-824, LL-826, LL-827, LL-828, LL-829, LL-830, LL-831, LL-832, LL 833, LL-835, LL-836, LL-837, LL-838, LL-839, LL-840, LL-841, LL-842, LL-843, LL 844, LL-845, LL-846, LL-847, LL-848, LL-849, LL-850, LL-851, LL-852, LL-853, LL 854, LL-855, LL-857, LL-858, LL-859, LL-860, LL-861, LL-862, and LL-863. These reports will include estimates of expenditures and revenues for Fiscal Year 2023-2024.

Proposed Schedule for the Levy of Assessments for Fiscal Year 2023-2024

Staff will return to the Council to ask for the approval of the Engineer's Report and then to pass a Resolution of Intention to levy assessments that will establish the date, time, and place of the public hearing for these actions. The following tentative schedule is proposed:

- May 22, 2023 - Council adopts a resolution approving the Engineer's Report and then passes a Resolution of Intention to Levy Annual Assessments for the Landscape Maintenance Districts for Fiscal Year 2023-2024 and establishing a public hearing date of June 26, 2023.
- June 26, 2023 - Council holds a public hearing and considers levying the assessments for the City's landscape maintenance districts.
- August 10, 2023 - Deadline to file assessments with Alameda County Assessor's Office.

FISCAL AND ADMINISTRATIVE IMPACTS

Property owners within each maintenance district pay assessments to cover the cost of landscape maintenance, utilities, operation, and maintenance of equipment. Maintenance operations are performed by City staff and supplemented by private contractors under the direction of City staff. Preparing and filing the annual Engineer's Report will only utilize staff time and consultant time which have been previously budgeted.

COMMUNITY PILLAR

5: A City That Works

GOAL

14: Develop and maintain the City's infrastructure, facilities, and property

ATTACHMENTS

1. Resolution

Prepared by: Marisa Gan
Management Analyst II

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION DIRECTING THE CITY ENGINEER TO FILE AN ANNUAL REPORT FOR LANDSCAPE MAINTENANCE DISTRICTS ORGANIZED UNDER THE LANDSCAPE AND LIGHTING ACT OF 1972

MAINTENANCE DISTRICT NO. LL-1: ANNEXATION NOS. 1989-1, 1989-2, 1989-4,1990-1, 1990-2

MAINTENANCE DISTRICT NO. LL-2: ANNEXATION NOS. 1992-0, 1992-1,1993-1, 1993-2, 1994-1, 1994-2, 1994-3, 1994-4, 1994-6, 1994-7, 1994-8, 1995-1, 1995-2, 1995-3, 1995-4, 1995-6, 1995-7, 1996-1, 1996-2, 1996-3, 1996-5, 1996-6, 1996-7, 1996-8, 1996-9, 1997-2, 1997-3, 1997-4, 1997-5

MAINTENANCE DISTRICT NOS. LL-801, LL-802, LL-803, LL-804, LL-805, LL-806, LL-807, LL-808, LL-809, LL-810, LL-811, LL-813, LL-814, LL-815, LL-817, LL-818, LL-819, LL-820, LL-821, LL-822, LL-823, LL-824, LL-826, LL-827, LL-828, LL-829, LL-830, LL-831, LL-832, LL-833, LL-835, LL-836, LL-837, LL-838, LL-839, LL-840, LL-841, LL-842, LL-843, LL-844, LL-845, LL-846, LL-847, LL-848, LL-849, LL-850, LL-851, LL-852, LL-853, LL-854, LL-855, LL-857, LL-858, LL-859, LL-860, LL-861, LL-862, LL-863

There are 92 Landscape and Lighting Districts within the city of Livermore. Under the regulations governing Landscape and Lighting Districts, the City Council must follow certain procedures to levy annual assessments. The first step in this process requires the preparation and filing of the *Annual Engineer's Report for the City of Livermore's Landscape Maintenance Districts* ("Annual Engineer's Report") for each of the 92 districts. Any proposed new improvements, or substantial changes in existing improvements, must also be described.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that the engineer of record is directed to file with the City Clerk the Annual Engineer's Report for the maintenance districts. The improvements are the same as the ones described in the prior Engineer's Report, and no new improvements or substantial changes to existing improvements are proposed.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on April 10, 2023, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Tara M. Mazzanti
Tara M. Mazzanti
Assistant City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.6**

DATE: April 10, 2023

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Resolution designating Laserfiche and Accela as Trusted Systems for the management of the City's official records in electronic format and the automation of retention requirements.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution designating Laserfiche and Accela as Trusted Systems for the management of the City's official records and the automation of retention requirements.

SUMMARY

Adoption of the proposed resolution will 1) update the City's records management program to establish procedures for efficient control over official records, including incorporation of industry best practices for records management and allowing for new technology; and 2) declare Laserfiche and Accela as "trusted systems," allowing City official records to be stored electronically instead of in hardcopy in specified circumstances.

DISCUSSION

Updating the Records and Information Management (RIM) Program

The City Council adopted a new City-Wide Records Retention Schedule on October 25, 2021. Since that time, the City Clerk's Office and the Community Development Department (CDD) developed governance for the oversight of records with the use of technology. Technology today enables the automation of retention requirements following best practices and procedures.

The RIM program has developed the governance requirements, in addition to the approved Records Retention Schedule, as Attachments and includes the following:

- Records and Information Management Policy
- City Clerk - Procedure for the saving official records to Laserfiche
- City Clerk - Procedure for the deletion of obsolete records from Laserfiche
- CDD - Planning - Procedure for saving records into Accela

- CDD - Planning - Procedure for deleting records from Accela
- CDD - Building - Procedure for saving records into Accela
- CDD - Engineering - Procedure for saving records into Accela
- CDD - Engineering - Procedure for deleting records from Accela

Designating a Trusted System

The California Public Records Act defines records as “any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics.” While many records today are received in electronic format, the City has many records in paper format.

State laws and regulations have been enacted to allow government agencies to convert paper records to electronic formats. Storing records electronically is a cost-saving measure, reducing the need for onsite and offsite storage and management of voluminous paper records, and allows the City to provide easier and quicker access to records.

In order to retain records electronically and dispose of the paper version, the legislative body of an agency must declare a “trusted system.” Under California law (Government Code section 12168.7), “a ‘trusted system’ means a combination of technologies, policies, and procedures for which there is no plausible scenario in which a public record retrieved from or reproduced by the system could differ substantially from the public record that is originally stored.”

Additionally, the Secretary of State has adopted Trustworthy Electronic Document or Record Preservation regulations (Chapter 15, Division 7, Title 2 of the California Code of Regulations), which govern the recording, storing, and reproducing of records in electronic media where the intent is to destroy the original hardcopy and maintain the electronic copy as the official Record.

The City Clerk’s Office has worked with City departments and the City’s records consultant to ensure the City's enterprise content management system, Laserfiche, and the records stored within the system, are kept in accordance with the State's Trusted System requirements and the Trustworthy Electronic Document and/or Record Preservation regulations. In addition, the Community Development Department has developed procedures to manage and govern the documents stored within Accela to assure that records are kept in accordance with the State's Trusted System requirements and the Trustworthy Electronic Document and/or Records Preservation regulations.

On October 25, 2021, the City Council adopted Resolution No. 2021-178, creating a new Records Retention Schedule which established requirements for retaining City Records and for disposing of Records when they are no longer needed for administrative, fiscal, historical, or legal purposes.

Laserfiche and Accela have audit capabilities to track records as they are added, deleted, and viewed in the system. Permissions and restrictions for security have been established in Laserfiche and Accela along with roles and responsibilities to ensure only appropriate personnel have access to records.

Records Management Procedures, included as Exhibits A through G to the Resolution, have been developed for the standardization of organizing Records and the application of the retention requirements from the Retention Schedule and to provide for the routine searching, scanning, uploading, saving, importing, and disposing of Records in Laserfiche during the normal course of business. Each

division has a procedure for saving records and deleting records with the exception of the Building division. Records saved into Accela for Building are permanent and therefore no deletion procedure is required.

Collectively, the City's comprehensive Records and Information Management Policy, Records Retention Schedule, the Records Management Procedures, and the Laserfiche and Accela technologies constitute a Trusted System in accordance with state law.

Staff recommends adopting a Resolution to declare Laserfiche and Accela as “trusted systems” and the repositories for the management of City records and the automation of retention requirements, allowing staff to convert paper records for storage electronically.

The conversion of existing paper records to an electronic format will be an ongoing process, conducted as resources are available for scanning.

FISCAL AND ADMINISTRATIVE IMPACTS

There is no current-year fiscal impact. The City spends $15,000 annually for off-site records storage. As funding becomes available and documents are scanned and stored electronically to the trusted system, the cost the City bears for off-site storage fees will decrease. Funding requests for document scanning will be made through the established budget processes.

COMMUNITY PILLAR
5: A City That Works

GOAL
11: Organizational Efficiency

ATTACHMENTS

1. Livermore Records and Information Management Policy
2. Resolution
3. Exhibit A - City Clerk procedure for saving official records to Laserfiche
4. Exhibit B - City Clerk procedure for deletion of obsolete records from Laserfiche
5. Exhibit C - Planning Procedure for Saving Records into Accela
6. Exhibit D - Planning Procedure for Deleting Records from Accela
7. Exhibit E - Building - Procedure for Saving Records into Accela
8. Exhibit F - Engineering - Procedure for Saving Records into Accela
9. Exhibit G - Engineering - Procedure for Deleting Records from Accela

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LIVERMORE

City of Livermore

Records and Information Management Program Manual

October 25, 2021

Table of Contents

INTRODUCTION 3
CHAPTER 1 – RECORDS AND INFORMATION MANAGEMENT POLICY 4
CHAPTER 2 – ROLES AND RESPONSIBILITIES 9
CHAPTER 3 – INFORMATION OWNERSHIP 11
CHAPTER 4 – CLASSIFYING AND INDEXING INFORMATION 12
CHAPTER 5 – RETENTION OF INFORMATION 15
CHAPTER 6 – DISPOSING OF OBSOLETE RECORDS AND INFORMATION 17
CHAPTER 7 – LEGAL HOLDS AND LITIGATION SUPPORT 20
CHAPTER 8 – BOXING INACTIVE RECORDS FOR STORAGE 22
CHAPTER 9 – PROTECTING INFORMATION WHEN EMPLOYEES, CONTRACTORS,VOLUNTEERS, AND OFFICIALS LEAVE 23
CHAPTER 10 – ELECTRONIC INFORMATION 24
CHAPTER 11 – ACCESS TO PUBLIC RECORDS AND INFORMATION 25
CHAPTER 12 – VITAL INFORMATION 28
CHAPTER 13 – PROTECTION OF SENSITIVE INFORMATION 29
CHAPTER 14 - HISTORICAL INFORMATION 30
APPENDICES 31

Introduction

The purpose of the Records and Information Management (RIM) Program is to define the rules for managing the City's records and information and to provide the required steps or activities that enable employees to comply.

This RIM Program Manual provides the instructions for managing your department's records and information. The elements and criteria of the RIM Program have been divided into individual chapters for ease of reading. For example, if you want to find out about the Program Policy, go to the chapter on the RIM Policy; for information about what is expected of each employee, go to the chapter on roles and responsibilities.

The ultimate goal of the Manual is to ensure that City records and information are:

- Filed efficiently using appropriate equipment and preservation methods,
- Retained, stored, and destroyed in compliance with the law and City rules, and
- Public records are available to the citizens, as appropriate

If you have any questions about this manual or any of the RIM Program requirements, please contact the City Clerk.

Chapter 1 – Records and Information Management Policy

Overview

A Records and Information Management (RIM) Policy is the highest level of governance for City records and information. The RIM Policy identifies and clearly states what rules the City will follow in managing its paper and electronic information in compliance with laws and regulations. The rules within the Policy apply to the content of the information, not the tools used to create it or media on which it resides.

The Policy does not dictate how a department will meet the requirements and allows for department management to determine the best approach in complying with the requirements.

RECORDS AND INFORMATION MANAGEMENT POLICY

A. **Ownership**

Records and information created or received in the conduct of the City's business by staff or elected and appointed officials are the exclusive property of the City. City records and information are subject to compliance with this Policy, the associated Retention Schedule and any other City policy or procedure.

B. **Authenticity**

The City is committed to creating and maintaining complete, accurate, and trustworthy records and information that document its business activities. Deliberately creating false or misleading records or information regarding the City's activities is strictly prohibited. Records and information should not contain language that is misleading, incomplete, inaccurate, or fraudulent.

C. **Classification**

Records and information, both paper and electronic, are to be created, stored and managed with the appropriate classification that enables efficient and shared access, appropriate application of retention, and secure protection.

D. **Retention**

Records and information are to be retained in accordance with the approved Retention Schedule. When records or information complete their retention period, regardless of their format, they shall be deleted or disposed of in compliance with City procedures.

E. **Storage**

Hardcopy records and information no longer considered active may be transferred to designated storage facilities to fulfill retention requirements. Electronic records and information no longer considered active may be transferred to approved repositories or moved offline to fulfill retention requirements, but information in any location must be accessible by City employees for business needs and in response to requests by the public.

Records and information that is owned by the City should not be transferred to or stored in any unauthorized locations or on personal devices. Work done on a personal device on behalf of the City is the property of the City.

F. **Availability**

Records and information must be available for future business, litigation, and investigations as necessary, regardless of storage location.

Records that are determined to be "public" are to be made available for the public to obtain in accordance with the California Public Records Act, Government Code §6250-6276.48.

G. **Electronic Communication**

Unless otherwise required by contract or law, including data privacy laws, electronic communication, including emails, email threads, text messaging, instant messaging, social media and any other form of electronic communication that may be used to conduct City business, are subject to this Policy and other rules of the City, and are the exclusive property of the City.

Email messaging is required to be conducted using City systems. Emails sent or received for the purpose of City governance or business are considered City property and must be maintained in City systems and in compliance with this Policy and, if they are records, in compliance with the Retention Schedule.

Instant messaging such as text messages are to be limited to brief communications to establish contact, identify location or confirm appointments. Text messages should not be used to create and communicate directives, conduct City business, or send files.

Social media is used exclusively for the distribution of City information. No original documents are to be created within social media, but attached and original communication posted to social media is to be limited to City announcements.

Records and/or information that are received or sent as part of an Electronic Communication, including the communication itself are subject to the City's Administrative Rule Number 22, Use of Electronic Systems.

Electronic Communication systems are intended to be a medium of communication and not as a repository for City records. Although Electronic Communication may seem to be less formal than other written communication, the same definition of Records applies, as do the rules for storage and retention. Electronic Communication that meets the definition of a record is to be stored in an official City repository.

H. **Records of Exiting Elected Officials, Appointed Advisory Body Members, Employees, Volunteers and Contractors**

When an elected or appointed official's term ends, the elected or appointed official is to work with the City Clerk to transfer records and information to the City Clerk's Office to comply with the requirements of this Policy and any supporting procedures for retaining and managing the records and information of the exiting official.

When an employee, volunteer, or contractor leaves the City, the exiting individual's supervisor, manager or City Manager designee is responsible for complying with the requirements of this Policy and any supporting procedures for retaining and managing the records and information of the exiting employee, volunteer, or contractor.

I. **Suspending Retention Requirements**

Records and information relevant to litigation, an investigation, or an audit and subject to a Legal Hold are to be retained and preserved until further notice from the City Attorney, regardless of the retention period set forth in the Retention Schedule.

Records and information subject to a Legal Hold that are no longer required for business purposes may be transferred to offsite storage in coordination with the City Clerk.

Records and information subject to a Public Records Act request are to be retained and preserved until the request has been completed. Note that even records that have passed retention cannot be destroyed if a Public Records Request has been submitted to the City.

J. **Information Protection**

Disaster recovery backup media are exact copies of an operating system, associated application and data created for the sole purpose of recovering data in the event of a disaster or business disruption and are not subject to the requirements of the Retention Schedule. Backups serve as a level of protection for electronic systems and the data that is stored on those systems and are not subject to the retention requirements of the Retention Schedule.

K. **Vital Information**

Records and information designated as "vital" are to be protected in a manner that establishes the priority of recovery of the data in a timely manner following a disaster or system disruption. Vital Records are those records or information that are needed to recover from a disaster or resume business operations. Vital Records should be protected in accordance with City procedures and standards.

DEFINITIONS

Records

Records are either defined specifically in applicable statutes, Municipal Code, City business practices, or, in the absence of specific practices, a record is the document or information generated as the final output of a business process or business decision.

Incidental Documents and Convenience Copies

Not all information or data is a record. Some information is collected or created in order to complete a task or to enable creation of a record, but the City is not obligated by law to retain it. This type of information is classified as a non-record or Incidental Document. Incidental Documents have no retention requirements. Examples of Incidental Documents are included in *Attachment A*.

Electronic Communication

Electronic Communication is a document created or received via an electronic message system, including any attachments that may be transmitted with the message, along with its descriptive transmission metadata.

Electronic Message System

Electronic Message System is one or more computer networks, hardware, and software applications used to create, receive, and transmit messages and other documents electronically.

Instant Messaging (IM)

Instant Messaging (IM) – an electronic system that allows users to determine whether a certain party or parties are connected to the messaging system and allows them to exchange text messages with those parties in real time.

Thread

A Thread is an electronic mail conversation of at least one response on a similar subject; the conversation can be broken or continuous in nature

Social Media

Social Media – websites and similar applications that enable users to create and share content or to participate in social networking.

POLICY REVIEW

This Policy and the Retention Schedule may be amended or modified from time to time, as necessary, to account for changes in legal, regulatory or operational requirements.

REFERENCES

Retention Schedule
Records and Information Management Glossary of Terms

ATTACHMENT A

Examples of Incidental Documents

- Identical copies of documents;
- Extra copies of printed or processed materials kept only for convenience or reference (e.g. copies of expense reports once they have been paid);
- Miscellaneous notices of employee meetings, holiday notices, and reference materials;
- Templates created to standardize the appearance or content of documents;
- System backups;
- Notes, working papers, or drafts assembled or created in the preparation of other documents; worksheets, and rough drafts of letters, memoranda, or reports;
- Catalogs, trade journals and other publications or papers received from external companies or agencies that are used for reference purposes, require no action, and are not part of an official record; and
- Materials used for information gather purposes, such as blank forms, stocks of publications, or supporting documents kept for supply purposes or to create a record.

Chapter 2 – Roles and Responsibilities

Overview

Each City official, employee, contractor and volunteer has a responsibility to be a good steward of the City's information assets and to comply with all laws and regulations regarding their management.

RECORDS AND INFORMATION MANAGEMENT PROGRAM RESPONSIBILITIES

Leadership Team: The City's Leadership Team establishes the priority of services and options available to the employees and has a working understanding of the legal requirements the City is obligated to comply with in managing information.

City Clerk's Office: The City Clerk's Office manages the Records and Information Management Program. The City Clerk is responsible for development of the appropriate level of rules and providing departments with the training and tools in order for employees to comply. This role may include assisting departments with compliance; establishing effective procedures for accessing, maintaining, protecting, storing and destroying records and information; reviewing and revising the Retention Schedule; overseeing the filing system and the implementation of file plans and trusted system to allow for the storage of electronic records as the official record, and other Program specific tasks.

City Attorney: The City Attorney is consulted and expected to provide legal advice in the development and execution of the rules that are developed to manage records and information.

Information Technology Department: The Information Technology Department works closely with the City Clerk to implement the requirements in electronic systems and applications.

Department/Division Heads: The Department/Division Heads are responsible for the records and information in the Department/Division's custody. They are to maintain active and efficient systems to efficiently and effectively store and locate needed documents. Department/Division Heads are responsible for ensuring their employees understand the governance rules, attend training, and compliance is met for their department.

Elected or Appointed City Officials: All City Officials, whether elected or appointed, are required to comply with Records and Information Management policies and procedures.

All Employees, Contractors, and Volunteers: All City Employees, Contractors, and Volunteers are required to comply with Records and Information Management policies and procedures, ensure economical and efficient creation and maintenance of records, promote security of records and information, and create and store records in the most effective media format, appropriate for preservation.

Program Elements	Define Governance Rules	Develop Procedures and Training	Implement Rules & Procedures	Define System of Record Governance	Implement Retention Requirements	Develop & Maintain Communications	Monitor Compliance & Identify Issues	Take Corrective Action	
Position									
Executive Team (Directors)	A, R	I	A	A	I	C	I	A, R	
City Clerk	R	A, R	R, C	R	R, A	R, A	A, R	R, C	
City Attorney	C	C	I	I	R	I	I	I	
Information Technology	C	R, C	R, C	R	C, R	C	I	C	
Department/Division Heads	I	R	R	C	C, I	C	I	R	
Employees	I	I	R	I	I	I	R	R	
Contractors/Volunteers	I	I	R	I	I	I	R	I	
Elected or Appointed Officials	I	I	R	I	I	I	R	R	
Legend: **R - Responsible** **A - Accountable** **C - Consult** **I - Informed**									

Responsible: Those who do the work to achieve the task.

Accountable (authority): The one ultimately answerable for the correct and thorough completion of the deliverable or task, and the one who delegates the work to those responsible. There must be only one specified for each task or deliverable.

Consult: Those who are asked to provide feedback or input into the program element.

Informed: Those who are kept up-to-date on progress and changes; and with whom there is just one-way communication.

Chapter 3 – Information Ownership

OVERVIEW

Records and Information created or received in the course of or conduct of the City's business are the exclusive property of the City. Therefore, records and information are subject to the compliance requirements under the Records and Information Management Policy, the associated Retention Schedule and City procedures.

RESPONSIBILITIES

To assure the appropriate responsibility the following requirements are to be met:

1. Because records and information are the property of the City, employees are to have no expectation of privacy for any record or information created in the course of performance of City business or while accessing and using City systems.
2. Records available to the public are to be provided through the appropriate request process under the California Public Records Act using either the City's designated software accessible on the website or by submitting a paper request using the form provided by the City Clerk's Office.

Chapter 4 – Classifying and Indexing Information

OVERVIEW

Records and information should be consistently filed in a system and indexed in a manner that anyone who has access to that information may find it easily. Consistency and standardization in filing systems are critical to efficient City operations and government. Filing systems are a means of classifying records and information and these classifications, when done in a standardized approach across an entire department, allow for the automation of rules and requirements.

Both paper and electronic records should be systematically filed within a department in accordance with the following criteria:

1. Use one filing system for the entire department, or for a division that does similar work and generates or uses the same information following standardized naming conventions.
2. A single filing system for all individuals who use the same information will allow for the application of standardized naming rules and conventions.
3. Folders, both paper and electronic, should have appropriate access requirements assigned. Confidential information and non-public information are to be protected from unauthorized access and disclosure.
4. Assign retention requirements at the highest level or primary folder and enable subfolders to inherit these requirements.

Adopting the above criteria when developing a filing structure will allow easy access by staff, consistency throughout the City, and systematic monitoring to ensure proper and timely disposition. Contact the City Clerk for any advice or assistance in developing a filing system for your department or division.

CHOOSING FILES TO MAINTAIN

Maintaining paper filing systems can be very costly as they require the purchase of filing supplies, adequate space, and staff time to establish, manage and retrieve/file materials. When determining which files to maintain consider the following:

- Is this a type of record listed on the City's Retention Schedule (either the category or example record)? All types of records maintained by a department should be listed on the Retention Schedule.
- Does this record exist electronically in a system that is available to department staff? Records that exist electronically should not be printed for the sole purpose of maintaining a paper copy. However, if a paper version exists, it should be considered the official record and cannot be destroyed simply because an electronic version exists.

- Is my department the office of record? If another department is responsible for maintaining a record, your department may choose to keep a copy for a short time as a working file, but there is no need to retain duplicate files as official City records. For example, the Office of the City Clerk is the office of record for city council staff reports, resolutions, and ordinances. Departments do not need to keep copies of these documents and can destroy the duplicates as incidental information.
- Please do not box up for storage any duplicate files or copies where your department is not theOffice of Record.

USING A FILE PLAN

OVERVIEW

A File Plan is a folder structure, either for paper or electronic folders, with associated metadata, that provides a single consistent way for the entire department/division to file records and information. The rules for categories, file names and what goes where should be consistent across the department/division.

CREATING A FILE PLAN

The first level of the file plan should match the record categories from the Retention Schedule. Filing records based on these categories will make the systematic disposition of records easier and more consistent. It will also decrease the number of duplicate folders located within the file area. When setting up a file plan, the department need only select the categories from the Retention Schedule that apply to their department.

The next step is to create folders based on the work activity within the department/division. These Level 2 folders are based on the business activities conducted within each department. This is to help maintain the consistency so anyone within the department knows what goes in each folder. Within each Level 2 Folder, departments can set up sub-folders based on need. It is important that the name and use of sub-folders be consistent across a department and across multiple departments where applicable.

The goal of this type of file plan is so that all departments know:

- What to call it
- Where to file it
- How to find it

Adhering to the recommended filing procedures will ensure that filing areas are self- maintaining and records are systematically transferred to inactive storage areas at the appropriate time and scheduled for destruction when their retention period is over. Use of this system will provide for consistency across physical and electronic records.

For more information about File Plans and how to establish a File Plan for your department/division, please contact the City Clerk.

Chapter 5 – Retention of Information

OVERVIEW

The City has developed rules for how long records shall be retained by the City.These rules are in compliance with state and federal requirements and captured in a single document called a Retention Schedule.

The Retention Schedule is a list of all the types of records received or created by the City. It consists of broad categories of records that represent a single function that may be done by one department or multiple departments.

The Retention Schedule is a rule governing how long information is to be retained. It is not optional nor are the designated retention periods minimums. To obtain a copy of the latest version of the Retention Schedule, contact the City Clerk's Office.

HOW TO READ THE RETENTION SCHEDULE

The Retention Schedule has six columns:

A. A record number
B. The record category name and a brief description
C. A list of typical record examples that are included in that category
D. The department or office of record responsible for the official City record
E. The length of time each category should be retained
F. The applicable legal citations for each category, along with any additional comments

A record category may apply to more than one department. Look for key words or document names that describe the records you work with. You can use the FILTER and SEARCH tools available in Excel to help.

If you are unsure about which category applies to your records, contact the City Clerk.

REQUESTING CHANGES TO THE RETENTION SCHEDULE

The Retention Schedule, while being a governance document, must remain relevant in its requirements. Over time laws and/or business activities may change, and these changes can impact the retention requirements or needs for that information. Through a documented process, changes to the Retention Schedule can be requested, reviewed and appropriate action taken. If you have updates to any of the retention categories that apply to your department/division, please contact the City Clerk's Office.

There are two types of changes:

a. Administrative changes – changing the wording, adding examples, adding a newly found citation with no retention impact, or modifying Office of Records, and

b. Legal changes – changing any retention period or adding/deleting record categories.

To Request a Change:

1. Identify the Retention Category to be changed or indicate that a new category is needed.
2. Detail the changes needed and the justification.
3. Submit to the City Clerk
4. City Clerk will confirm change and determine if the change affects any other department.
5. City Clerk will review with the City Attorney and either approve the change or explain to the requester why the change cannot be made.

Chapter 6 – Disposing of Obsolete Records

OVERVIEW

Periodically (at least annually) review documents, files, personal drives and shared drives for hardcopy and electronic records with retention rules in the Retention Schedule to identify those that have met requirements. Note that it is NOT okay to destroy the paper but hold onto an electronic version "just in case".

The procedures summarized below focus on the steps to take. For more detailed information, see the two City Records and Information Management Procedures:

- Procedure for Destruction of Obsolete Hard Copy Records
- Procedure for Deletion of Electronic Records from Personal and Shared Drives

DESTRUCTION OF OBSOLETE HARD COPY RECORDS

1. Employees and Contractors:

    1.1. Periodically use the Retention Schedule to review their hard copy records and files for those that have met retention requirements. At a minimum, this should be done during the records review days scheduled twice a year (July and January) by the City Clerk's Office.

    1.2. Create a listing of obsolete hard copy records eligible for destruction in accordance with the Retention Schedule.

    1.3. Collect and consolidate the department lists, ensure that all items on the eligibility list have passed retention, complete the Destruction Authorization Form, and send the consolidated list and the form to the Department Head for review and approval.

2. The Department Head reviews the obsolete records lists, noting any exceptions, approves the Destruction Authorization Form, and sends to the City Clerk.

3. City Clerk reviews the form and list(s) to confirm that the obsolete records are past their retention, and either:

    3.1. Approves the Destruction Authorization Form if in good order and forwards to the City Attorney or

    3.2. Returns to the Department Head with questions or edits.

4. City Attorney reviews eligibility list(s) to confirm there are no records on the eligible lists that are subject to a Legal Hold or pending litigation confirming eligibility for destruction, noting

any exceptions, approves the form, and returns the documents back to the City Clerk for final processing.

5. City Clerk details exceptions, if any, and notifies the requesting Department.

   5.1. Responsible Department confirms any exceptions are removed from eligibility lists and reassigns a new destruction review date, 12 months out.

   5.2. Upon approval, City Clerk facilitates the destruction of the obsolete hard copy records.

6. Records of elected or appointed Officials

   6.1. In the normal course of City operations, records of Officials and the legislative or advisory bodies on which they serve should be in the custody of the City Clerk, who will periodically review for any that have met retention requirements and follow the procedure, detailed above, to obtain authorization for destruction.

   6.2. However, if Officials have City hard copy records to which the City Clerk does not have access, such records should be transferred to the custody of the City Clerk to assure that proper controls, including destruction in accordance with City procedures, can be administered.

7. For hard copy records that are destroyed on site at City offices, use a method of destruction that is appropriate to the sensitivity of the information they contain:

   7.2. For hard copies containing sensitive or confidential information, use a cross-cut shredder.

   7.3. NEVER dispose of sensitive documents in open trash bins.

8. If you choose to have hard copy records destroyed by a vendor, be certain to use only NAID-certified vendors.

9. For storage media such as CDs, DVDs, magnetic tape, thumb drives, etc., used the services of a NAID-certified vendor. Do NOT dispose of storage media in open trash bins.

DELETION OF ELECTRONIC RECORDS FROM PERSONAL AND SHARED DRIVES

1. Employees and Contractors

   1.1. Periodically use the Retention Schedule to review personal drives and shared drives for folders and documents that have met retention requirements. At a minimum, this should be done during the records review days scheduled twice a year (January and July) by the City Clerk's Office.

1.2. Create a listing of electronic folders/documents eligible for deletion in accordance with the Retention Schedule.

1.3. Collect and consolidate the lists within a department, ensure that all items on the eligibility list have passed retention, complete the Destruction Authorization Form, and send the consolidated list and the form to the Department Head for review and approval.

1.4. The Department Head reviews the consolidated list, confirms eligibility for deletion noting any exceptions, approves the Destruction Authorization Form, and sends to the City Clerk.

1.5. City Clerk reviews the form and list(s) to confirm that the obsolete records are past their retention, and either

1.1.1. Approves the Destruction Authorization Form if in good order and forwards to the City Attorney or

1.1.2. Returns to the Department Head with questions or edits.

1.6. The City Attorney reviews eligibility list(s) to confirm there are no records that are subject to a Legal Hold or pending litigation by confirming eligibility for deletion, noting any exceptions, approves the form, and returns the Form and list back to City Clerk for final processing.

1.7. City Clerk details exceptions, if any, and notifies the requesting Department.

1.8. Upon approval notice from the City Clerk, the Department removes identified exceptions from eligibility lists and reassigns a new destruction review date, 12 months out.

1.9. The City Clerk works with the IT manager to facilitate the deletion of eligible folder(s)/document(s).

2. Records of elected or appointed Officials

1.10. In the normal course of City operations, records of Officials and the legislative or advisory bodies on which they serve should be in the custody of the City Clerk, who will periodically review for any that have met retention requirements and follow the procedure, detailed above, to obtain authorization for destruction.

1.11. However, if Officials have City records in a repository or on a device to which the City Clerk does not have access, such records should be transferred to the custody of the City Clerk to assure that proper controls, including destruction in accordance with City procedures, can be administered.

Chapter 7 – Legal Holds and Litigation Support

LEGAL HOLDS SUSPEND DOCUMENT DESTRUCTION

A Legal Hold is a request by the City Attorney, or by the City Clerk's office on behalf of Legal Counsel, to preserve records, including documents and electronically stored information, that may relate to a pending or anticipated legal action involving the City. A Legal Hold attempts to ensure that the records in question will be available for the discovery process prior to litigation. A Legal Hold may be issued in electronic or paper-based format. The City must take reasonable steps to preserve records and information when it learns of pending or imminent litigation, or when litigation is reasonably anticipated. Legal Holds seek to prevent *spoliation of evidence*: the failure to produce relevant documents and information that pertain to the legal action, regardless of the reason. Spoliation can have negative impacts on the defense during legal actions.

NOTIFICATION OF LITIGATION OR POTENTIAL LITIGATION

Upon receiving notification of litigation or upon identifying that the reasonable potential for litigation exists, the City Attorney will notify key department heads, the City Clerk, and key individuals.

The City Attorney will determine the relevant information to be preserved and will draft and issue a Legal Hold to all Department Heads, the City Clerk, and key individuals. The Department Head will communicate the Legal Hold to appropriate City personnel.

The list below provides an example of procedures and tasks which should be considered based upon the scope and impact of the litigation. Depending on the nature of the litigation, not all of the tasks will be required to be performed.

Litigation Support Checklist

- Identify the specific Department(s), Division, and/or individual that are the subject of the litigation or pending litigation.
- Determine the format(s) that relevant electronic records will be held in. Preference should be given to retaining records in the native format whenever possible.
- Identify who will maintain the required media format(s) for relevant electronic records
- In the case of hard copy records, determine whether the original or a copy is needed to satisfy the hold requirements. Keep information on the origin and locations of any original records so that they can be returned to the correct file after copying or the hold is released.
- Identify who will be responsible for locating and reviewing records to determine relevance and who will be responsible for holding relevant records and information.

- The City Attorney will be responsible for maintaining a distribution list of employees and departments involved or impacted by the litigation and who will be responsible for communicating updates or changes.
- Determine the date range for affected records and information
- Document and retain the steps taken as appropriate

City staff will suspend destruction of relevant materials until the Legal Hold is released.

REMOVAL OF LEGAL HOLD

When the litigation has been concluded, or the threat of litigation has been resolved, the City Attorney will create a memo to notify affected personnel thatthe Legal Hold has been removed. Released records will resume normal retention requirements.

Chapter 8 – Boxing Inactive Records for Storage

Hard copy records no longer required to support ongoing City activities, but which must be retained in accordance with the Retention Schedule, may be boxed for storage.

1. Obtain approved storage boxes and storage barcode labels from the City Clerk.
2. Pack one record category per box; pack the same types of files or documents together.
3. Pack records for one budget year per box, if possible, but no more than two years in one box.
4. Make sure all files are facing the same direction.
5. Do not pack more than 30 lbs. in each box and make sure the box lid fits securely.
6. Create an index of the contents for each box:
    a. Use a standard box index form, and
    b. If files are all of the same type/category, you may summarize a range, such as *2015 Invoices, Jan. thru Mar.*, or *Zoning Request, 2016-01-0001 thru 2016-02-0025.*
7. Place a copy of the index for each box inside the box, laying it flat on top (so that it is clearly visible when the box is opened).

Chapter 9 – Protecting Information When Employees, Contractors, Volunteers, and Officials Leave

RECORDS OF EXITING EMPLOYEES, CONTRACTORS AND VOLUNTEERS

When an employee, contractor, or volunteer leaves the employment of the City, their immediate supervisor or manager is responsible for complying with the requirements of the Records and Information Management Program Policy and assuring that any information that the exiting employee, contractor, or volunteer had responsibility for is reassigned to active personnel and retained by the City in compliance with the Program Policy and the City's Retention Schedule.

Records managed by employees, contractors, or volunteers who are leaving the City should be transitioned before the individual leaves. When an employee, contractor, or volunteer leaves the City their supervisor should:

1. Work with IT to ensure ongoing access to messages in the person's email Inbox. Thiswill enable the supervisor to monitor and transition any ongoing communications.
2. Transfer active information, whether electronic or hard copy, to another individual.
3. Properly index and retain inactive information in accordance with the Retention Schedule.

RECORDS OF EXITING OFFICIALS

When an official of the City, whether elected or appointed, leaves the City, the City Clerk and City Manager's Office are responsible for coordinating with the official to comply with the requirements of the Records and Information Management Program Policy and assure that official information that the exiting official had responsibility for is retained by the City in compliance with the Program Policy and the City's Retention Schedule.

Records of officials, whether elected or appointed, who are leaving the City should be transitioned before the official leaves. When an official leaves the City:

1. Their records should be transferred to the City Clerk.
2. The City Clerk will take further action to review the records and either transition to another official or properly index and retain in accordance with the Retention Schedule.

Chapter 10 – Electronic Information

Using File Plans to Organize Information

City information created, retained or maintained in any digitized configuration or using any type of electronic technology, may be an electronic record that must be retained to meet the requirements of the City's Retention Schedule. Electronic records must be retained based on the Retention Schedule, just as if they were physical records. Access, protection, and management of electronic information are easier when documents and folders are organized within a group/department file plan, and the group or department has applied naming conventions to the folders and documents.

File Plans provide a single folder structure that is usable and understood by everyone in the group or department for documents that should be shared. Each department should have a basic File Plan that is used in their shared drives, email archive (e.g., PST) folders, and in any electronic system that serves as a repository for electronic documents.

For assistance with creating the structure for your group/department's File Plan structure, contact the City Clerk. IT can assist in setting up this structure in the various systems used by your department.

Below are tips when moving documents and folders into the new structure:

a. Move entire folders and subfolders

b. Review folder names for relevance/understanding

c. Use Year folders (i.e., 2013) where applicable (NOTE: This will also assist with applying retention rules to electronic documents.)

d. Identify linked folders and databases -Linked folders cannot be moved without breaking the links

Electronic File Naming Conventions

Standardizing the naming of documents and files improves overall findability and access. It also minimizes the time employees take to locate a document and will reduce the duplication of documents because employees can find what they need. A few of the most common conventions are:

- Allowable special symbols in folder and document names are: Period '.', Underscore '_', Dash '-'
- Only use personal names on Personnel files or Street Names
- When including a date in the file name, use the format YYYYMMDD (i.e., 20210515 for May, 15, 2021); this ensures that sorting by date will always put files in chronological order

Chapter 11 – Access to Public Records and Information

The City understands and supports the public's need and, more importantly, their **right,** to access the records that are public whether they are created or received by the City. The City shall accept, review and respond to public records requests received in accordance with the California Public Record Request Act (CPRA, California Government Code 6250), regardless of how they are submitted, from whom they are received, or the reason the request is submitted. The City's policy is to facilitate an efficient and timely response to all requests for access to, or copies of, public information within reasonable limitations imposed by workload and pursuant to the CPRA.

The City is obligated to respond to all requests within ten (10) calendar days of receipt of the request; although most requests can and should be fulfilled in less time. There is nothing in the CPRA that permits the City to hold a response for ten (10) days when a record is readily accessible. It is important to note that "response" does not necessarily mean the production of records. For the purpose of a public record request a response may be a letter advising the requestor either that responsive records are available for review, the City does not have any records responsive to the request, or that the City is invoking its right for a 14-day extension should unusual circumstances exist.

WHAT IS A PUBLIC RECORD?

A Public Record is any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics. (California Government Code 6252(e)). Records are not just printed or handwritten documents, they may be video recordings or information in a database. "Writing" means handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds or symbols or any combination thereof, and any record thereby created, regardless of the manner in which the record has been stored. Examples of publicly disclosable records include:

- Agendas (Available on the City's Website)
- Minutes (Available on the City's Website)
- Contracts/Agreements
- Reports to Council and Attachments (Available on the City's Website)
- Resolutions (Available on the City's Website)
- Ordinances (Available on the City's Website)
- Correspondence
- Salary Schedules (Available on the City's Website)
- Surveys
- Maps
- Audio and Video Recordings of Meetings

WHAT IS NOT A PUBLIC RECORD?

Not all City information is public or disclosable. Exemptions may include:

- Generally, drafts and notes not retained in the ordinary course of business
- Reports to Council that have not yet been released and distributed to the City Council; they will be disclosed following distribution to Council Members
- Personal financial statements
- Privileged communication pertaining to claims by or against the City
- Records relating to pending litigation to which the City is a party
- City Attorney correspondence which is subject to the attorney-client privilege or the attorney work-product doctrine
- Records containing private information about individuals (e.g., social services records, taxpayer information, medical information, etc.)
- Information collected in confidence
- Real estate appraisals, engineering or feasibility estimates made for or by the City relative to the acquisition of property, until the property has been acquired
- Inactive, referendum and recall petitions
- Computer software
- Details about the security of the City's critical infrastructure (e.g., water, electricity, computer networks)

PROCEDURE

All requests for City records are coordinated through the City Clerk's office. Any Department receiving a public records request can refer the requestor to the City Clerk's Office or to the City's website to submit their request. Requests may be in person, via email, in writing using the website, or by phone, however, the City strongly encourages request to be submitted using the City's public records request software on the City's website.

The City Clerk will request documents from the department(s) and determine whether the City Attorney should be contacted. The request will be forwarded to the department lead for follow-up, and the City Clerk will ensure compliance. The City Clerk is responsible for notifying the respective department regarding the ten-calendar day response requirement.

Upon receipt of the request, the City Clerk may refer the request to the City Attorney to recommend an appropriate response. The City Attorney will provide advice on whether or not documents are exempt from public disclosure. The types of exempt documents include, but are not limited to, personnel records, medical records that constitute an unwarranted invasion of personal privacy, records pertaining to litigation, preliminary drafts, notes or inter-agency advisory opinions, recommendations and deliberations, records of complaints to or investigations conducted by any State of local policy agency, privileged attorney-client communications, initiative, referendum and recall petitions, or documents where the public interest in non-disclosure significantly outweighs the public interest in disclosing.

Any public records request that is related to active, pending, threatened or potential litigation against the City will be handled by the City Attorney's Office.

The City Clerk will respond to the requestor and retain the request, all correspondence, and a complete record of what has been produced within the City's public records request software.

Records subject to disclosure based upon a Public Records Act request, although otherwise eligible for disposal in accordance with the Retention Schedule, should not be deleted or destroyed until provided in response to the request.

DETERMINATION OF DISCLOSABLE vs. NON-DISCLOSABLE DOCUMENTS

If there is any question as to whether the record is a non-disclosable document, contact either the City Clerk's office or the City Attorney's office.

If the requested records contain **both disclosable and non-disclosable** information, the law requires that the City provide "… any reasonably segregated portion …" after deletion of the portions which are exempt by law. The non-disclosable information must be "redacted," which usually entails blacking out, whiting out, covering, or otherwise removing the non-disclosable information from the document.

If the request is for records that are **not disclosable**, based upon specific exemptions in Government Code Section 6254 et seq., or on the facts of the particular case, the public interest served by not releasing the record must clearly outweigh the public interest served by releasing it (the "balancing test"). The City Clerk will notify the requester in writing.

Chapter 12 – Vital Information

Vital Definition

Vital Records are those records in any form or format, containing information essential to the City in order to continue with its business-critical functions both during and after a disaster or emergency. Vital Records contain the necessary information during a disaster for emergency operations and to recreate the City's legal and financial position, to preserve the decisions of the City Council, and to protect the rights of the City's employees.

Disasters include any sudden, calamitous events, whether natural or man-made, that result in the temporary inaccessibility, damage to or destruction of information whose loss would impact the City's ability to provide critical business functions for a period of time.

Vital Criteria

Criteria used to determine if a record or information meets the definition or is critical to the City's operations includes:

- Records or information that is needed for immediate emergency operations or to notify employees and the public
- Records or information necessary to recreate the City's legal and financial position
- Records or information that demonstrate and preserve the City's claims and rights
- Records or information that protects the payroll status of City employee
- Information important to the City's operations and that cannot be recreated, or where the cost to recreate the information would be prohibitive
- Records or information needed to provide public safety during the disaster or during recovery after the disaster
- Records or information that, if lost, would cause the City irrecoverable financial loss

Backup and Protection of Electronic Information

Electronic records and information should be protected so that, in the event of a disaster or business disruption, they can be recovered and found. Information Technology (IT) is responsible for establishing and maintaining the technology and processes to create daily backups of City electronic data repositories. These disaster recovery backups are exact copies of an operating system, including associated application and data, created for the sole purpose of recovering data in the event of a disaster and are not subject to the requirements of the Retention Schedule. Backups serve solely as a level of protection for electronic systems and the data that is stored on those systems.

Chapter 13 – Protection of Sensitive Information

Information created and/or received by the City has a sensitivity class. Each document can be classified as either Restricted/Confidential – meaning only designated employees have the right to access and use the information – or Public/Disclosable. Each sensitivity class has requirements for protection and restrictions for access and distribution. The table below, "City Sensitivity Information Protection Guidelines", defines the requirements for protecting and managing these sensitivity classes of information.

City Sensitivity Information Protection Guidelines		
Label	**Restricted/Confidential**	**Public/Disclosable**
Definition	Misuse of this Information could result in damage or compromise the City. Information Should Be Secured.	Information has been approved and published or may be disclosed publicly.
Impact of Inappropriate Disclosure	Inappropriate disclosure could harm the City. Disclosure of personal information would violate Privacy regulations.	None, this information has already been disclosed to the public or is available upon request.
General Guidelines	◆ Always label whenever possible ◆ Distribute on a "Need To Know" basis only ◆ Use ids and passwords to control access to electronic files ◆ Protect information from disclosure ✓ Store in locked files ✓ Encrypt if transmitting electronically ✓ Don't leave in public places ✓ Use caution when discussing in public places ✓ Be discreet when using cell phones	◆ Optional but recommended: identify City information that has been explicitly disclosed in a public forum. ◆ Remember, information published in journals, magazines, and newspapers may be subject to the publisher's copyright.
Disposal	◆ Paper: Use locked waste bins to dispose, or shred with cross-cut shredder ◆ Non-Paper media: Physically destroy ◆ Electronic records: Delete; additional action may be required	No additional requirements.
Examples	◆ Employee medical or health records ◆ Employees' personal data ◆ Internal audit reports ◆ Settlement Agreements	◆ Legislative decision information such as Council agendas, minutes and meeting packets ◆ Information posted to the City's website or social media sites ◆ Annual Reports ◆ Press releases (after publication) ◆ City department schedules and events
Transmitting		
Fax	Send using encrypted line	No restrictions
Mail (internal)	Distribute on a "Need To Know" basis only	No restrictions
Mail (external)	Send via courier, so the package can be tracked	No restrictions
Email (internal)	Distribute on a "Need To Know" basis only	No restrictions
Email (external)	Encrypt before sending	No restrictions
Social Media	Do not share on social media	Yes, in accordance with City policies

Chapter 14 - Historical Information

Historical Definition

Historical artifacts, documents, events, memorabilia and collections, as defined on the Retention Schedule, are valuable in documenting the City's history and providing information for researchers. Less than 5-10 percent of the City's records usually qualify as "historical." Historical Records are to be permanently preserved so as to assure their ongoing availability and access.

The City's historical documents are to be sent to the City Clerk for preservation and safekeeping. Do not use scotch tape, metal paper clips, rubber bands or place historical papers near newsprint (newsprint is very acidic and will discolor and eventually destroy any paper it touches). Whenever possible, use acid-free papers (pH between 7.0 and 9.5), folders and boxes. Lay archival boxes flat on shelves.

Appendices

Appendix A – Retention Schedule

Appendix B – Destruction Authorization Form for Hard Copies

Appendix C – Destruction Authorization Form for Electronic Documents

Appendix D – Frequently Asked Questions

APPENDIX B

RECORDS DESTRUCTION AUTHORIZATION FORM FOR HARD COPY RECORDS

I hereby request destruction of the records identified on the list, attached hereto as Exhibit "A." The records identified on Exhibit "A" will be referred to as "Obsolete Records." I have reviewed the list of Obsolete Records and hereby certify that the Obsolete Records are eligible for destruction or deletion in accordance with the City's Retention Schedule.

_____ _____

Department Head Date

I hereby certify that I have reviewed the list of Obsolete Records (attached as Exhibit "A"), and, to my knowledge, the list of Obsolete Records does not include any records that the City is required to retain in accordance with the Retention Schedule or any Legal Holds.

Subject to receipt of consent by the City Attorney, I hereby consent to destruction or deletion of the Obsolete Records.

_____ _____

City Clerk Date

I hereby certify that I have reviewed the list of Obsolete Records (attached as Exhibit "A"), and, to my knowledge, the list of Obsolete Records does not identify any records that the City is required to retain in accordance with the Retention Schedule or any Legal Holds.

I hereby consent to destruction or deletion of the Obsolete Records.

_____ _____

City Attorney Date

APPENDIX C

RECORDS DELETION AUTHORIZATION FORM FOR OBSOLETE ELECTRONIC RECORDS

I hereby request destruction of the records identified on the list, attached hereto as Exhibit "A." The records identified on Exhibit "A" will be referred to as "Obsolete Electronic Records." I have reviewed the list of Obsolete Electronic Records and hereby certify that the Obsolete Records are eligible for destruction or deletion in accordance with the City's Retention Schedule.

_____ _____

Department Head Date

I hereby certify that I have reviewed the list of Obsolete Electronic Records (attached as Exhibit "A"), and to my knowledge, the list of Obsolete Electronic Records does not include any records that the City is required to retain in accordance with the Retention Schedule or any Legal Holds.

Subject to receipt of consent by the City Attorney, I hereby consent to destruction or deletion of the Obsolete Electronic Records.

_____ _____

City Clerk Date

I hereby certify that I have reviewed the list of Obsolete Electronic Records (attached as Exhibit "A"), and, to my knowledge, the list of Obsolete Electronic Records does not identify any records that the City is required to retain in accordance with the Retention Schedule or any Legal Holds.

I hereby consent to destruction or deletion of the Obsolete Electronic Records.

_____ _____

City Attorney Date

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION DECLARING A TRUSTED SYSTEM FOR THE MANAGEMENT OF OFFICIAL RECORDS AND THE AUTOMATION OF RETENTION REQUIREMENTS

On October 25, 2021, the City Council adopted Resolution No. 2021-178, creating a new Records Retention Schedule which established updated rules for retaining official City Records ("Records"), and for disposing of official City Records when they are no longer needed for administrative, fiscal, historical, or legal purposes;

Section 34090, et seq, of the Government Code of the State of California provides the parameters whereby Records that have served their purpose and are no longer required may be destroyed, including the requirement that certain Records be reproduced on a "Trusted System," as defined in California Government Code Section 12168.7, prior to destruction;

California Government Code Section 12168.7 provides uniform statewide standards for storing documents in electronic media;

The Secretary of State has adopted Trustworthy Electronic Document or Record Preservation regulations, located in Chapter 15, Division 7, Title 2 of the California Code of Regulations, which govern the recording, storing, and reproducing of Records in electronic media where the intent is to destroy the original hardcopy and maintain the electronic copy as the official Record;

The City Clerk's Office and Community Development Department have worked to ensure the City's content management system, and Records stored within the system, are kept in accordance with the State's Trusted System requirements and the Trustworthy Electronic Document or Record Preservation regulations;

The City uses Laserfiche to electronically store Records in PDF and/or TIFF format;

The City also uses Accela to electronically store Records in PDF format;

Records and Information Management Procedures, attached hereto as Exhibits A and B, have been developed for the standardization of organizing Records and the application of the Records Retention Schedule and to provide for the routine scanning, uploading, saving, importing, and disposing of Records in Laserfiche during the normal course of business;

Records and Information Management Procedures, attached hereto as Exhibits C through G, have been developed for the standardization of organizing records and the application of the Records Retention Schedule and to provide for the routine scanning, uploading, saving, importing, and disposing of Records in Accela during the normal course of business;

Collectively, the City's comprehensive Records Retention Schedule, Records and Information Management Policy, Records and Information Management Procedures, and the Laserfiche and Accela technologies constitute Trusted Systems in accordance with State law;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Livermore, as follows:

1. The City Council hereby finds that the facts set forth in the recitals to this Resolution are true and correct and establishes the factual basis for the City Council's adoption of this Resolution.
2. Laserfiche and Accela are declared the City's Records storage repositories.
3. The City Council hereby finds that Laserfiche and Accela are each backed up and the backup copies are stored offsite on a routine schedule in a format that cannot be altered.
4. The City Council hereby finds that the Records and Information Management Procedures have been implemented and are considered the approved procedures for the management of electronic Records, and the City Clerk is hereby authorized to make periodic procedural updates to existing procedures as required.
5. The City Council hereby declares the adopted Retention Schedule, Records and Information Management Policy, Records and Information Management Procedures, and Laserfiche and Accela technologies collectively establish the City of Livermore's Trusted System.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on April 10, 2023, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Katherine Mirassou
Katherine Mirassou
Deputy City Attorney

Exhibit A - City Clerk - Procedure for the saving official records to Laserfiche
Exhibit B - City Clerk - Procedure for the deletion of obsolete records from Laserfiche
Exhibit C - Planning - Procedure for saving records into Accela
Exhibit D - Planning - Procedure for deleting records from Accela
Exhibit E - Building - Procedure for saving records into Accela
Exhibit F - Engineering - Procedure for saving records into Accela
Exhibit G - Engineering - Procedure for deleting records from Accela

CITY OF LIVERMORE
Records and Information Management

Procedure for Saving Official Records to Laserfiche

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1. Purpose

The purpose of this procedure is to describe the steps to scan, import, upload, and save official City Records into Laserfiche, the City's trusted repository. Documents that have not been finalized, or that otherwise do not meet the criteria for official City Records, are not to be moved into Laserfiche.

2. Scope

This procedure applies to employees, contractors, and volunteers, who are acting on behalf of the City and have access to, use of, or are involved in the creation, maintenance or storage of the City's Records, information, and electronic communication and who file official City Records into Laserfiche.

3. Procedure

Preparation
Identify the following information before beginning:

- The repository or department file plan to receive the Records
- The appropriate record category
- The required metadata, as well as any optional metadata, for the record category you will be using

If you are unsure about the repository or file plan, the record category, or what metadata is required, contact the City Clerk's office for assistance before beginning.

A. Scanning paper Records into Laserfiche:

i) Prepare documents (i.e., remove paperclips, make sure pages are facing all the same way, etc.).

ii) Follow departmental procedures for accessing Laserfiche and using the scan functions.

iii) Scan one type of document at a time (e.g., all Resolutions, all Ordinances, all Minutes, etc.).

iv) If scanning in multiple Records of the same type at the same time, they will need to be split apart; follow Laserfiche scanning procedures to separate them.

v) Before moving to the next step perform quality checks to be certain all pages have scanned correctly; rescan any Records that do not meet quality assurance criteria; ensure both sides of two-sided documents are scanned.

vi) Select the appropriate template for the record category from the dropdown list in the Document Properties pane; the metadata fields for that record category will appear on the right of the screen in the Document Properties pane.

vii) Enter values for ALL required metadata fields; enter values in optional fields if you can.

viii) Once all metadata required values have been entered, right-click the document in the Revision pane and click Store or click Store at the bottom of the Document Properties pane. The document will be moved to its respective folder in the repository.

B. Uploading and saving electronic Records into Laserfiche:

i) From within the application (e.g., Word, Excel, etc.) select the Print option.

ii) For the printer, select "Laserfiche Snapshot."

iii) Select the appropriate repository and log in.

iv) Select the appropriate template for the record category from the dropdown list in the Document Properties pane; the metadata fields for that record category will appear on the right of the screen in the Document Properties pane.

v) Enter values for ALL required metadata fields; enter values in optional fields, if needed.

vi) Once all metadata required values have been entered, click Store at the bottom of the Document Properties pane. The document will be moved to its respective folder in the repository.

4.1. Importing Records into Laserfiche:

i) You must be logged into the Laserfiche repository and file plan into which you want to import the record.

ii) From Laserfiche, click the "Import" icon on top ribbon of screen.

iii) The "Import File" screen will appear. Choose file location of the record to import, highlight the document and click the "Import" button.

iv) "Import to Laserfiche" screen will appear. Click the "Fields" tab where you will see a dropdown menu of templates.

v) Choose the appropriate template, then click "ok." The metadata fields for that template will appear.

vi) Enter values for ALL required metadata fields; enter values in optional fields, if needed.

vii) Click "ok." The document will then be sent to its assigned folder.

CITY OF LIVERMORE
Records and Information Management

Procedure for Deletion of Records from Laserfiche

---

1. Purpose

The City of Livermore's Records stored in the Laserfiche repository, Trusted System, are to be retained for the length of time defined in the City's Retention Schedule. The Retention Schedule identifies the categories of Records of the City and how long each category shall be retained. Records are to be filed in their designated folders in Laserfiche for each department to allow for the automated calculation of retention periods.

Records may not be deleted from Laserfiche or destroyed until they have passed their retention period. This procedure defines the steps to be completed in identifying and destroying "official" City Records that are stored in the Laserfiche repository once their retention period has passed. Records that reside outside of the Laserfiche repository are not addressed in this procedure.

2. Scope

This procedure applies to employees, contractors, and volunteers, who are acting on behalf of the City and have access to, use of, or are involved in the creation, maintenance or storage of the City's Records, information, and electronic communication and those who are authorized to delete Records from Laserfiche.

3. Procedure

Semi-annually, the Laserfiche Administrator, under the direction of the City Clerk, will initiate the process to delete electronic official Records from Laserfiche that have passed their retention requirements.

a) The Laserfiche Administrator contacts the City Attorney requesting information regarding any active or potential legal action(s) against the City to determine which category(s) of Records may be relevant to the action and therefore should be preserved and placed on Legal Hold.

b) The Laserfiche Administrator searches for relevant Records, suspends their destruction date and annotates the Records to indicate that they are on Legal Hold.

c) The Laserfiche Administrator prepares a Records Notification containing a list of Records eligible for deletion because they have passed retention requirements. The notification specifies the date on which deletion of these Records is scheduled to occur.

d) The Laserfiche Administrator sends the Records Notification to departments regarding the required deletion of obsolete electronic Records in Laserfiche. Included in the notification is a link to the Retention Schedule and who to contact with questions. The Records Notification includes the following:

- Record categories that shall not be deleted due to their relevance in a legal action.
- The list of Records eligible for deletion according to the City's Retention Schedule.

- The date on which the obsolete Records will be deleted.
- The deadline for a department to contact the City Clerk to prevent the deletion of the obsolete Records.

e) Departments shall notify the City Clerk's Office by the deadline on the Records Notification if any of the Records eligible to be deleted should be exempted from deletion and shall provide a written justification for that exemption. In addition, departments shall notify the City Clerk if any of the documents on the list should be considered for continued retention due to ongoing historical value.

f) The City Clerk sends the final list of Records eligible for deletion to the City Attorney to confirm there is no legal reason for continuing to retain these Records.

g) The City Attorney reviews and approves the deletion of the eligible Records and send their approval to the City Clerk. The City Attorney is to notate any record that needs to be held for another twelve (12) months.

h) On the designated date, or as soon as practicable thereafter, the City Clerk will delete the Records that have passed their retention period and have not been held for any legal or business reason.

City Clerk maintains the documentation of compliance with this in accordance with the Retention Schedule.

EXHIBIT C

Planning Division Procedure for Saving Records into Accela

Updated March 22, 2023

Staff Planner Procedure

1. After approval of a project, send an email to the applicant with the Conditions of Approval, and stamped Approved Exhibit B-1 (approved plans).
2. Change project status in Accela to 'Approved' and upload Word and PDF versions of the Conditions of Approval, Findings (if applicable), and CEQA document (if applicable) and the Exhibit B-1 (approved plans) to the 'Documents' tab.
    a. Categorize and label Conditions of Approval as 'Conditions'
    b. Categorize and label Findings as 'Findings'
    c. Categorize and label CEQA document as 'CEQA'
    d. Categorize and label Exhibit B-1 as 'Plans - Approved'
3. Upload other pertinent project studies.
    a. Categorize each study as 'Study'
    b. Index each study as 'Study - [insert name of study]'-(I love this – you put naming conventions inside procedure)
    c. Confirm that all pages have uploaded correctly, and indexing is complete.
4. Do not upload any incidental documents. See attached Guidelines/PowerPoint for what are incidental documents and what is a Record.
5. Delete documents from One Drive and/or SharePoint Teams that have been uploaded into Accela.
6. Provide physical signed copy of CEQA document to admin staff (within 5 days of project approval).
7. Email admin staff that final planning action is complete.

Staff Admin Procedure

1. After receiving email from Planner, review files categorization and indexing to ensure it is correct. Contact Planner if errors are found and/or corrections need to be made.
2. If CEQA notice has been filed, upload signed copy to the 'Documents' tab.
    a. Categorize and label signed CEQA notice as 'CEQA - Signed'
3. If project required Planning Commission or City Council review, upload staff report, minutes, and signed Resolutions/ Ordinances to the 'Documents' tab.
    a. Categorize and label staff report as 'Staff Report'
    b. Categorize and label minutes as 'Minutes'
    c. Categorize and label signed Resolution(s) as 'Resolution - Signed'
    d. Categorize and label signed Ordinance(s) as 'Ordinance - Signed'

4. Update the following Planning Documents, as needed:
    a. Development Code/ Zoning Map and GIS
    b. General Plan (Map) and GIS
    c. Specific Plan (Map) and GIS
    d. Master Sign Program and GIS

Planning Division Procedure for Deleting Records from Accela

Updated March 22, 2023

Accela System Administrator Procedure

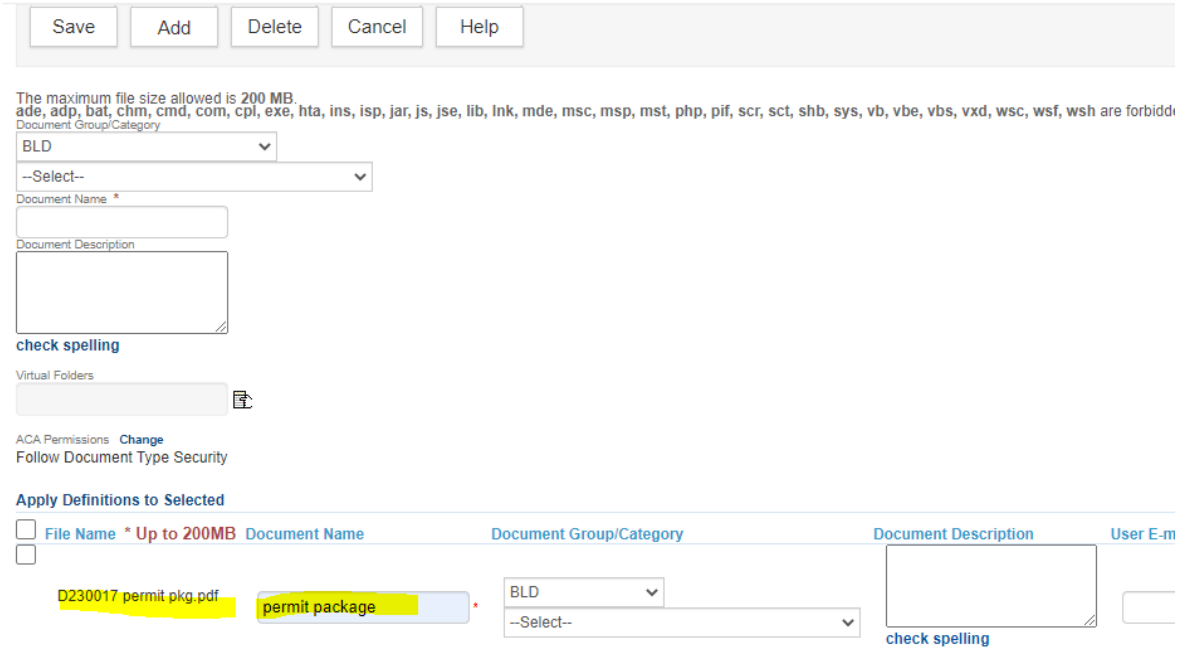
1. By December 31st of each year, ensure all Accela files meet the Planning Division's required retention schedule, as follows:
    a. Contact the City Attorney (City Clerk-to keep them looped in and let them ask CA) requesting information regarding any active or potential legal action(s) against the City to determine which category(s) of Planning Records may be relevant to the action and therefore should be preserved and placed on Legal Hold.
    b. Search for relevant Records, suspend their destruction date and annotate the Records to indicate that they are on Legal Hold.
    c. Prepare a Records Notification containing a list of Records eligible for deletion because they have passed retention requirements. The notification specifies the date on which deletion of these Records is scheduled to occur.
    d. Contact Planning Managers to inform of impending deletion and provide Records Notification.
    e. Send the final list of Records eligible for deletion to the City Clerk. City Clerk reviews and confirms with the City Attorney to confirm there is no legal reason for continuing to retain these Records.
    f. The City Clerk and City Attorney reviews and approves the deletion of the eligible Records. The City Clerk notifies via email the approval to Planning Admin staff.
        i. The City Clerk and/or City Attorney is to notate any record that needs to be held for another twelve (12) months.
        ii. Planning reviews any changes and marks any files to be held for another twelve (12) months.
    g. Contact Accela consultant and ask for a bulk delete of all application types approved for deletion.
        i. Records will be deleted on the designated date, or as soon as practicable thereafter.
        ii. All Records will be deleted that have passed their retention period and have not been held for any legal or business reason. Accela consultant to provide the City with a date for deletion and a follow up notification when deletion is completed.
    h. Confirm with Planning Managers once deletion is complete.

Building Division
Procedure for Saving Records Into Accela

PAPER DOCUMENTS

- Scan paper documents using the copier
- On copier select Building Scans Drive send documents
- On your computer, open Building Scans Folder and prepare document by renaming
    - Name with Permit Number, Document name (Example: E123456 Permit Packet)

1. Open Accela
2. Select Record Tab
3. Search Record # (permit #)
4. Hit Submit
5. Open the record link
6. Select Documents tab (left side)
7. Select New
8. Select Add
9. Locate documents from Building Scan's folder, select open
10. Name document (see screenshot below)
11. Select Save
12. Check record to confirm all pages are readable



Building Division
Procedure for Saving Records Into Accela

ELECTRONIC DOCUMENTS (email or DigiPlan)

Download documents to "downloads" folder to upload

- Rename with Permit Number, Document name (Example: E12345 Permit Packet)

1. Open Accela
2. Select Record Tab
3. Search Record # (permit #)
4. Hit Submit
5. Open the record link
6. Select Documents tab (left side)
7. Select New
8. Select Add
9. Locate documents from Building Scan's downloads folder, select open
10. Name document (see screenshot above)
11. Select Save
12. Check document to confirm all pages are readable

Note: Building records uploaded or scanned into Accela are permanent. No deletion procedure is required.

Engineering Division Procedures
Saving Records into Accela

Updated March 22, 2023

Staff Engineer Procedure

1. After approval of a project, email your applicant with the Final Map or Encroachment Permit Package (approved plans).
2. Change project status in Accela to 'Approved' and upload Word and PDF versions of the Encroachment Permit, Improvement Plans, Final Map, or other Final Map documents (storm water agreement, structural drawings, title reports etc.) to the 'Documents' tab for each record.
    a. Categorize and label Encroachment Permits as 'Encroachment'
    b. Categorize and label Improvement Plans as 'Improvement Plans'
    c. Categorize and label Final Maps as 'Final Maps'
    d. Categorize and label Storm Water Agreements or Subdivision Improvement Agreements as 'Agreement'
3. Upload other pertinent project studies
    a. Categorize each study as 'Study'
    b. Index each study as 'Study - [insert name of study]'
4. Do not upload any incidental documents.
5. Delete all documents from One Drive and/or SharePoint Teams that have been uploaded into Accela.
6. Email admin staff that Encroachment Permit or Final Map Package is complete.

Staff Admin Procedure

1. After receiving email from Engineer, review files categorization and indexing to ensure it is correct. Contact Engineer if errors are found and/or corrections need to be made.
2. If project required City Council review, upload staff report, minutes, and signed Resolutions/ Ordinances to the 'Documents' tab.
    a. Categorize and label staff report as 'Staff Report'
    b. Categorize and label minutes as 'Minutes'
    c. Categorize and label signed Resolution(s) as 'Resolution - Signed'
    d. Categorize and label signed Ordinance(s) as 'Ordinance - Signed'
3. Update the following Engineering Documents, as needed:
    a. GIS Map for any infrastructure and As-Builts

Engineering Division Procedure
for
Deleting Records from Accela

Updated March 22, 2023

Accela System Administrator Procedure

1. By December 31st of each year, ensure all Accela files meet the Engineering Division's required retention schedule, as follows:
    a. Contact the City Attorney and City Clerk requesting information regarding any active or potential legal action(s) against the City to determine which category(s) of Engineering Records may be relevant to the action and therefore should be preserved and placed on Legal Hold.
    b. Search for relevant Records, suspend their destruction date and annotate the Records to indicate that they are on Legal Hold.
    c. Prepare a Records Notification containing a list of Records eligible for deletion because they have passed retention requirements. The notification specifies the date on which deletion of these Records is scheduled to occur.
    d. Contact Engineering Managers to inform of impending deletion and provide Records Notification.
    e. Send the final list of Records eligible for deletion to the City Clerk. City Clerk reviews and confirms with the City Attorney to confirm there is no legal reason for continuing to retain these Records.
    f. The City Clerk and City Attorney reviews and approves the deletion of the eligible Records. The City Clerk notifies Engineering System Administrator via email the approval.
        i. The City Clerk and/or City Attorney is to notate any record that needs to be held for another twelve (12) months.
        ii. Engineering reviews the changes and marks any files to be held for another twelve (12) months.
    g. Contact Accela consultant and ask for a bulk delete of all application types approved for deletion.
        i. Records will be deleted on the designated date, or as soon as practicable thereafter.
        ii. All Records will be deleted that have passed their retention period and have not been held for any legal or business reason. Accela consultant to provide the City with a date for deletion and a follow up notification when deletion is complete.
    h. Confirm with Engineering Managers once deletion is complete.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.1**

DATE: April 10, 2023

TO: Honorable Mayor and City Council

FROM: Joe Testa, Fire Chief

SUBJECT: Hearing to receive and consider protests and direct staff to proceed with field abatement work on non-compliant properties under the 2023 Fire Hazard Abatement Program.

RECOMMENDED ACTION

Staff recommends City Council consider all protests, and if City Council finds appropriate, adopt a resolution overruling protests, and direct staff to proceed with necessary weed abatement on all parcels requiring abatement.

SUMMARY

On March 13, 2023, Council approved Resolution 2023-035, the 2023 Fire Hazard Abatement Program. Following that meeting, staff mailed a public hearing notice to all parcel owners named in Exhibit A to the Resolution. As outlined, parcel owners have been advised of the need to abate the weeds and debris which constitute fire hazards. In cases where there was an insufficient mailing address, the notice was posted conspicuously on the property. To avoid the City Contractor abating the fire hazards, a property owner must complete the abatement in a manner that meets abatement guidelines by the required deadline. Additionally, parcel owners can protest the need to abate hazards at this public hearing which was provided in the notice.

DISCUSSION

After considering any objections to the proposed abatement at this hearing, it is recommended that the City Council overrule the objections to the proposed abatement and/or amend the list of properties to be abated. The City Council should then adopt the attached resolution, as amended (if at all), that orders a contractor to abate the weeds on the properties attached in Exhibit A.

Fire Inspectors will survey each parcel listed for compliance. If abatement has not occurred by May 31, 2023, the City Contractor will abate the weeds. At a public hearing this summer, staff will recommend that the City Council order that the abatement cost be a special assessment and a lien imposed on the properties requiring abatement for any outstanding invoices.

FISCAL AND ADMINISTRATIVE IMPACTS

The abatement costs are fully recoverable. A contractor will be retained by the City, or by the Livermore-Pleasanton Fire Department on behalf of the City, to perform the abatement. Invoices will be sent to property owners for all work performed by the City Contractor. Last year the total cost of work was $7,786.80 which included administrative costs incurred by the City in accordance with Section 39577 of the Government Code. Owners can pay the City directly, all unpaid invoices are filed with the Alameda County Tax Collector as a special assessment to the tax roll.

COMMUNITY PILLAR

1: A Safe Community that Thrives

GOAL

5: Ensure effective fire suppression, prevention, emergency medical and disaster services to meet the evolving needs of our communities and other changing conditions.

ATTACHMENTS

1. Resolution
2. Exhibit A - List of Parcels & Property Owners

Prepared by: Shin Oh
Administrative Assistant

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION OVERRULING PROTESTS AND ORDERING THE ABATEMENT OF A PUBLIC NUISANCE

On March 13, 2023, the City Council passed and adopted Resolution No. 2023-035 declaring that conditions existed, or that seasonal and recurrent conditions exist, of growing weeds, accumulated refuse, rubbish or dirt, on private property and/or on the streets, parkways or sidewalks, adjacent to each parcel of real property the resolution described. The City Council also found such conditions to be public nuisances requiring abatement.

The date, time, and place for hearing and considering all objections to the proposed abatement of the public nuisances described in Resolution No. 2023-035 was April 10, 2023, at 7 p.m. in Livermore, California.

The Livermore-Pleasanton Fire Department gave written notice of the proposed abatement to all persons owning the property described in Resolution No. 2023-035 at least five days prior to the date set for the hearing of objections to the abatement.

The Council has heard and considered all objections to the abatement of the public nuisance described in Resolution No. 2023-035.

The actual costs incurred for the nuisance abatements will be confirmed by the City Council at a future meeting to levy as an assessment against the respective properties.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that any and all protests to the abatement of the public nuisances on the properties described in Exhibit A, attached hereto, are overruled.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that staff is ordered to proceed immediately to abate the public nuisances on the properties identified in Exhibit A, attached hereto. The abatement will consist of having the weeds, rubbish, refuse or dirt removed on all parcels that property owners have not abated by the May 31, 2023, deadline. Abatement will be performed by a service provider retained by the City of Livermore and the costs will be based on the actual work performed for each parcel. In accordance with Section 39577 of the Government Code, administrative costs incurred by the City of Livermore will be added to the cost of the nuisance abatement.

On motion of Council Member _____, seconded by Council Member _____ the foregoing resolution was passed and adopted on April 10, 2023, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

*/s/ Katherine Mirassou*_____
Katherine Mirassou
Deputy City Attorney

Exhibit A – 2023 List of Parcels & Property Owners

Livermore-Pleasanton Fire Department
2023 List of Parcels

	Parcel Number	Situs Address	Owner(s)
1	097 -0148-075-00	1745 STERLING CT	Julin Long and Yuchi Tsao
2	098 -0256-027-00	JUNCTION AVE	MALLONI JAMES TR
3	098 -0275-016-04	3163 GARDELLA PLAZA	W P CO 843-1-23-3
4	098 -0281-009-00	NORTH K ST	DESOUSA GIZELA P & GISELLE M TRS
5	098 -0281-010-00	NORTH K ST	DESOUSA GIZELA P & GISELLE M TRS
6	098 -0350-054-00	MARYLIN AVE	KREMER KENNETH A TR
7	098A-0414-028-06	600 MAPLE ST/SCHOOL ST	LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
8	098A-0610-004-00	EAST AVE	BIG RED BUDDY LP & ERLICH STEVEN J & LINDA R TRS
9	099 -0015-003-14	2251 LAS POSITAS RD	LINDEN SUMMIT INVESTMENT CO Castle Management
10	099 -0015-006-02	1273 N LIVERMORE AVE	TRIVALLEY MONTESSORI SCHOOL
11	099 -0015-010-03	2784 LAS POSITAS RD	WALMART STORES INC
12	099 -0023-008-00	LASSEN RD	LD FUND III LIVERMORE LAND LLC
13	099 -0040-008-05	5281 SOUTHFRONT RD	300 VERNAL DR LLC
14	099 -0040-010-26	5179 PRESTON AVE	P G & E CO 135-1-78A-1
15	099 -0040-016-00	N MINES RD	W P CO 843-1-23-8
16	099 -0040-018-00	N MINES RD	S P CO 872-1-98H-POR 11
17	099 -0040-019-10	N MINES RD	W P CO 843-1-23C-POR 7
18	099 -0051-003-02	GARDELLA PLAZA	SHR VENTURES LLC
19	099 -0056-007-02	1ST ST	W P CO 843-1-23C-POR 7
20	099 -0075-003-04	PORTOLA AVE	SCHERBARTH JASON A & SHAWNA L TRS & SCHERBART ETAL
21	099 -0075-003-06	PORTOLA AVE	SCHERBARTH JASON A & SHAWNA L TRS & SCHERBART ETAL
22	099 -0075-007-04	EDINBURGH DR	EDINBURGH FORTUNES LLC
23	099 -0100-005-00	1240 N LIVERMORE AVE	ART MONUMENT CO INC
24	099 -0100-018-30	1202 PORTOLA	KENT E G & BEVERLY C TRS
25	099 -0100-030-02	1700 PASEO LAGUNA SECO	AUTUMN SPRINGS RE INVESTORS LP
26	099 -0100-030-08	PASEO LAGUNA SECO	FALLON ENTERPRISES INC
27	099 -0100-031-00	PORTOLA AVE (PASEO LAGUNA SECO)	ALAMEDA COUNTY FLOOD CONTROL
28	099 -0100-032-00	PORTOLA AVE	MCRAE JOHN S
29	099 -0100-037-01	2169 LAS POSITAS CT	BACA DENNIS E Tr
30	099 -0126-007-00	CALLE DEL SUENO	DAVIDON HOMES
31	099 -0400-001-03	1919 LOMITAS AVE	PATTON ROBERT A & LOUISE K TRS
32	099 -0680-002-00	ARROYO RD & HANSEN RD	SHEN JIEYONG TR
33	099 -0680-004-00	ARROYO RD & HANSEN RD	SHEN JIEYONG Tr
34	099 -0680-008-00	ROCKINGHAM CT	SCARLET BEAR

35	099 -0801-005-00	2301 CONCANNON BLVD	LAUNCH PAD VENTURES LLC
36	099 -0801-011-00	CONCANNON BLVD	MAKARAND S & NITU M SHINDE
37	099 -0802-001-00	CONCANNON BLVD	MAKARAND S & NITU M SHINDE
38	099 -1150-004-06	4743 EAST AVE	ASBURY METHODIST CHURCH
39	099 -1311-003-00	2463 SHEFFIELD DR	WILSON WILLIAM G & JOHN MIRIAM E TRS
40	099 -1316-011-00	137 RICKENBACKER	Rickenbacker Circle Associates Llc
41	099 -1316-033-00	212 RICKENBACKER CIR	ROBERT P & HEATHER STRONG
42	099 -1317-050-00	SPRING VALLEY CMN	SPRING VALLEY ASSOCIATION IIi
43	099 -1321-013-00	2863 CHABLIS WAY	SPAETH MARY L TR
44	099 -1325-012-00	4715 BENNETT DR	Trumark Homes*
45	099 -1325-022-02	4536 LAS POSITAS RD	TH ARROYO VISTA LLC
46	099 -1325-023-00	ARROYO VISTA	TH ARROYO VISTA LLC
47	099 -1325-027-02	LAS POSITAS RD	TH ARROYO VISTA LLC
48	099 -1325-029-02	LAS POSITAS RD	TH ARROYO VISTA LLC
49	099 -1325-030-04	LAS POSITAS RD	TH ARROYO VISTA LLC
50	099 -1325-085-00	BENNETT DR	Trumark Homes*
51	099 -1325-089-00	BENNETT DR	TH ARROYO VISTA LLC
52	099 -1326-029-00	5340 BRISA ST	KENT E G & BEVERLY C TRS
53	099 -1326-037-00	LA RIBERA ST	PETERSON PROPERTIES LLC
54	099 -1328-154-00	SPRINGTOWN BLVD	SPRING VALLEY ASSOCIATION III
55	099 -1331-012-00	200 E AIRWAY BLVD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
56	099 -1332-065-00	966 WAVERLY CMN	VALHALLA HOMEOWNERS ASSOCIATION
57	099 -1336-097-05	LOCH LOMAND WAY	PORTOLA GLEN TOWNHOMES OWNERS ASSOCIATION
58	099 -1336-109-00	HIGHLAND ST	EDINBURGH FORTUNES LLC
59	099 -1349-003-03	CONTRACTORS PL	RAMAN HARINDER LLC
60	099 -1349-023-00	CONTRACTORS PL	TA DAH LLC
61	099 -1362-004-00	HANSEN RD	MALAKOFF NATHAN
62	099 -1368-001-00	3401 HANSEN RD	CALIFORNIA WATER SERVICE COMPANY
63	099 -1368-002-00	HANSEN RD	MALAKOFF NATHAN G & JENNIFER M TRS
64	099 -1370-003-00	1670 PORTOLA AVE	MANCINI KAROL & RANDY
65	099A-1500-048-00	2171 RESEARCH DR	DPR REAL ESTATE INVESTMENTS LLC
66	099A-1500-074-01	2176 RESEARCH DR	LREH CALIFORNIA LLC
67	099A-2926-003-00	S VASCO RD	Jiang Licheng
68	099A-2939-002-00	2453 COWAN WAY	FRYDENDAL SUE TR
69	099B-5050-001-12	908 N VASCO RD	UNG CISSY S
70	099B-5050-006-05	5905 NORTHFRONT RD	WOOD FAMILY DEVELOPMENT LLC
71	099B-5100-005-00	1080 CENTRAL AVE	1080 CENTRAL LLC
72	099B-5304-003-02	1893 N VASCO RD	UNITARIAN UNIVERSALIST CHURCH LIVERMORE
73	099B-5351-018-11	VASCO RD	ALAMEDA COUNTY FLOOD CONTROL
74	099B-5401-009-00	LAUGHLIN RD	LAUGHLIN KATHRYN M TR

75	099B-5401-010-00	LAUGHLIN RD	GARCIA TIMOTEO R & ELIZABETH N
76	099B-5401-011-00	788 LAUGHLIN RD	LAUGHLIN KATHRYN M TR
77	099B-5401-012-00	6978 NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
78	099B-5401-013-01	6884 NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
79	099B-5401-013-03	NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
80	099B-5401-016-01	NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
81	099B-5401-017-00	6784 NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
82	099B-5401-018-01	NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
83	099B-5401-019-00	6690 NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
84	099B-5425-003-00	HERMAN AVE	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
85	099B-5425-004-00	801 HERMAN AVE	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
86	099B-5425-005-00	NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
87	099B-5425-006-00	6634 NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
88	099B-5425-007-00	NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
89	099B-5450-002-00	LAUGHLIN RD	EAST BAY REGIONAL PARK DISTRICT Land Aquis. Dept
90	099B-5450-003-00	1467 LAUGHLIN RD	EAST BAY REGIONAL PARK DISTRICT Land Aquis. Dept
91	099B-5700-002-07	151 GREENVILLE	JDB PROPERTIES LLC
92	099B-5700-003-01	N GREENVILLE RD	S P CO 872-1-99L-42
93	099B-5752-010-00	LONGFELLOW CT	D J SMITH FAMILY PARTNERSHIP
94	099B-5752-011-00	LONGFELLOW CT	D J SMITH FAMILY PARTNERSHIP
95	099B-5753-003-00	HAWTHORNE AVE	7770 HAWTHORNE LLC
96	099B-5753-007-00	7589 NATIONAL DR	EVANS DAN L & KATHLEEN M TRS & EVANS WAYNE ETAL
97	099B-5753-038-00	751-799 ENTERPRISE CT	EVANS DAN L & KATHLEEN M TRS
98	099B-5753-039-00	750-758 ENTERPRISE CT	Enterprise Court LLC
99	099B-5753-040-00	704-748 ENTERPRISE CT	ENTERPRISE COURT LLC
100	099B-5753-045-00	NATIONAL DR	EBI DEVELOPMENT GROUP LLC
101	099B-5753-063-00	7925 NATIONAL DR	TOPCON POSITIONING SYSTEMS INC
102	099B-5753-064-00	7979 NATIONAL DR	TOPCON POSITIONING SYSTEMS INC
103	099B-5753-065-00	7933 NATIONAL DR	TOPCON POSITiONING SYSTEMS INC
104	099B-5875-029-00	SOUTHFRONT RD	P G & E CO 135-1-43A-1
105	099B-5900-002-09	5945 SOUTHFRONT RD	SINGH JADWINDER & DHALIWAL ALKESH K TRS ETAL
106	099B-8103-013-03	LAS POSITAS RD	KAISER FOUNDATION HOSPITALS

107	099B-8103-014-02	LAS POSITAS RD	KAISER FOUNDATION HOSPITALS
108	099B-8103-024-00	LEISURE ST	GERGES HANY E & LIDIA
109	099B-8103-025-00	LEISURE ST	SANCHEZ CANDELARIO & VELVET S TRS ETAL
110	099B-8103-035-00	VAUGHN AVE	TAMAR REALTY LAS POSITAS LOGISTICS CENTER CA LP
111	099B-8104-007-00	COMMERCE WAY	WROAN DAVID S & JENNIFER B TRS
112	099B-8104-008-00	COMMERCE WAY	WROAN DAVID S & JENNIFER B TRS
113	099B-8104-009-00	COMMERCE WAY	WROAN DAVID S & JENNIFER B TRS
114	099B-8104-010-00	COMMERCE WAY	WROAN DAVID S & JENNIFER B TRS
115	099B-8104-011-00	COMMERCE WAY	WROAN DAVID S & JENNIFER B TRS
116	099B-8110-046-00	SOUTHFRONT RD	Livermore Medical LLC
117	099B-8110-062-00	LAWRENCE DR	FORMFACTOR INC
118	099B-8110-064-00	LAWRENCE DR	FORMFACTOR INC
119	099B-8110-078-00	200 N GREENVILLE RD	DIAMOND LODGING INC
120	099B-8110-079-00	N GREENVILLE RD	CABRE TECH SOLUTIONS INC
121	099B-8110-081-00	200 S FRONT RD	PPV PROPERTIES LLC ETAL
122	099B-8117-024-03	LAUGHLIN RD	HOM WING Y & LAI C TRS
123	099B-8120-053-00	DRY CREEK CT	BLUFFS IN LIVERMORE OWNERS ASSOCIATION
124	099B-8120-054-00	LAKE CT	BLUFFS IN LIVERMORE OWNERS ASSOCIATION
125	099B-8126-006-00	631 PINNACLE	GNOVEL JOHN P & SOOSUR SUSAN S
126	902 -0008-001-00	3658 LAS COLINAS RD	ADVENTUS
127	902 -0008-002-02	US HWY 50 E	FERRARI FAM LTD PTP & SCHMIDIG FRANK JR ETAL
128	903 -0010-002-04	COLLIER CANYON RD	CHABOT LAS POSITAS COMMUNITY COLLEGE DISTRICT
129	903 -0010-028-00	PORTOLA AVE	SHEA CENTER LIVERMORE LLC
130	903 -0010-029-00	PORTOLA AVE	SHEA CENTER LIVERMORE LLC
131	903 -0010-030-00	PORTOLA AVE	SHEA CENTER LIVERMORE LLC
132	903 -0010-046-00	PORTOLA AVE	ISABEL PORTOLA OWNER LLC
133	903 -0010-047-00	PORTOLA AVE	ISABEL PORTOLA OWNER LLC
134	903 -0010-048-00	PORTOLA AVE	ISABEL PORTOLA OWNER LLC
135	903 -0010-052-00	PORTOLA AVE	ISABEL PORTOLA OWNER LLC
136	903 -0010-053-00	PORTOLA AVE	ISABEL PORTOLA OWNER LLC
137	903 -0010-054-00	PORTOLA AVE	ISABEL PORTOLA OWNER LLC
138	904 -0004-064-00	NISSEN DR	LIVERMORE AIRWAY BUSINESS PARK
139	904 -0005-003-30	200 E AIRWAY BLVD	COUNTY ALAMEDA FLOOD CONTROL & WATER CONSERVATION
140	904 -0005-003-33	200 E AIRWAY BLVD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
141	904 -0005-004-07	US HWY 50 E	GANDOLFO CATHERINE ETAL
142	904 -0012-009-00	625 W JACK LONDON BLVD (DISCOVERY DR)	ARKAY LAND LLC
143	904 -0012-010-00	450 DISCOVERY DR	ARKAY PROPERTIES LLC
144	904 -0012-011-00	DISCOVERY DR	ARKAY PROPERTIES LLC

145	904 -0012-012-00	DISCOVERY DR	CH DISCOVERY DRIVE LLC
146	904 -0012-013-00	DISCOVERY DR	CH DISCOVERY DRIVE LLC
147	905 -0009-013-03	COLLIER CANYON	MONUMENT PROPERTIES LIVERMORE LLC
148	905 -0010-004-03	TRIAD DR (OLD GLORY DR)	SDLT INVESTMENTS VII LLC
149	905 -0010-006-00	TRIAD DR (OLD GLORY DR)	CIVIC NORTH CANYONS PARKWAY LLC
150	905 -0014-015-00	N CANYONS PKWY	LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
151	905 -0015-008-00	2768 COLLIER CANYON RD	CHU YUETMING & MIRIAM L TRS
152	905 -0015-018-00	CONSTITUTION DR	KMTJ INVESTMENTS LP
153	905 -0015-019-00	CONSTITUTION DR	KMTJ INVESTMENTS LP
154	905 -0015-026-00	2620 COLLIER CANYON RD	CORNERSTONE FELLOWSHIP OF LIVERMORE CALIFORNIA
155	905 -0015-027-00	2620 COLLIER CANYON RD	CORNERSTONE FELLOWSHIP OF LIVERMORE CALIFORNIA
156	905 -0015-028-00	2620 COLLIER CANYON RD	CORNERSTONE FELLOWSHIP OF LIVERMORE CALIFORNIA
157	905 -0015-029-00	2620 COLLIER CANYON RD	CORNERSTONE FELLOWSHIP OF LIVERMORE CALIFORNIA
158	099 -0725-212-00	2301 BESS AVE	ATWAL DEEPAKPAL & HARPARTAP
159	099 -1356-006-00	303 E VINEYARD AVE	SINGH SURINDER K TR
160	098 -0250-005-00	OAK ST	W P CO 843-1-22-8
161	099 -0015-063-00	2301 LAS POSITAS RD	VIAZON HOLDING LLC, LIVERMORE LAS POSITAS SERIES
162	099 -0015-064-00	LAS POSITAS RD	VIAZON HOLDING LLC, LIVERMORE LAS POSITAS SERIES
163	099 -0015-022-02	LAS POSITAS	MATTO ALLEN J & CAROL A TRS
164	099 -0015-022-03	LAS POSITAS	COOK DEVIN C & AUDRA M
165	099 -0015-023-04	1309 HILLIKER	ADAMS SHELLY TR
166	099 -0015-024-00	1301 HILLIKER	FUKUSHIMA HIROSHI & DIANNE TRS
167	099 -0015-026-06	1365 HILLIKER	FEDERICO JOHN & GINNY D
168	099 -0015-028-02	LAS POSITAS	RUBY BEAR LP
169	099 -0015-030-00	1300 HILLIKER	GREENE WILLIAM J & LIEN L
170	099 -0015-031-00	1250 HILLIKER	RUSSELL JERRY L JR & ARENDELL LEILANI W TRS
171	099 -0015-039-00	1300 HILLIKER	ZACHARIAH FAMILY HIGH BASIS L P
172	099 -0015-040-00	1302 HILLIKER	MUMFORD STEVEN & SUSAN
173	099 -0682-006-00	ARROYO	LEE SHIUH K & WEI SHUYIN J TRS
174	099 -1325-043-00	5002 PRESTON	BAY AREA LLC
175	902 -0008-010-04	US HWY 50 E	U PROPERTIES LVS LLC
176	902 -0008-011-06	US HWY 50 E	ANDERSON CALVIN B Tr
177	903 -0010-049-00	PORTOLA	ISABEL PORTOLA OWNER LLC
178	099 -0679-048-00	CHURCHILL DOWNS LN	SHEN JIEYONG TR
179	099B-8129-005-00	Northfront Rd	PENINSULA REAL ESTATE INVESTMENT LLC

180	099B-5450-010-03	LAUGHLIN RD	WESTERN TITLE GUARANTY CO CONTRA COSTA CO DIV
181	099 -1326-042-00	305 S VASCO RD	D BRUZZONE LLC
182	099 -0400-007-28	LOMITAS AVE	ROMAN CATHOLIC BISHOP OAKLAND
183	099B-5075-006-10	VASCO RD	COUNTY ALAMEDA FLOOD CONTROL & WATER CONSERVATION
184	098 -0264-024-02	JUNCTION AVE	WP CO 843-1-23-1
185	098 -0260-022-04	N I ST	W P CO 843-1-22-14
186	098 -0290-007-02	N N ST	W P CO 843-1-22-POR-6
187	098 -0290-008-02	N P ST	WP CO 843-1-22-POR-6
188	098 -0290-009-02	VINEYARD AVE	W P CO 843-1-22-POR-6
189	099B-5752-024-00	6877 Brisa St	BOARD OF TRUSTEE OF Lsj UNIVERSITY TR
190	099 -0040-075-00	5605 SOUTHFRONT RD	MCGRATH RENTCORP
191	099 -0040-076-00	5605 SOUTHFRONT RD LI	MCGRATH RENTCORP
192	099 -0040-078-00	5605 SOUTHFRONT RD	MCGRATH RENTCORP
193	099 -0040-079-00	5605 SOUTHFRONT RD	MCGRATH RENTCORP
194	099 -0256-001-00	E STANLEY	REES ANNIE
195	099 -0257-001-00	400 WALL ST	LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
196	099 -1356-005-00	355 E Vineyard Ave	ABBOUD FAYEZ E & RIMA F TRS
197	099 -1343-033-00	353 Kalthoff Cmn	La Phong & Sai Etal
198	099 -1343-024-00	51 Vallecitos Rd	MUSCO FELIX P & JOSEPHINE
199	099 -1343-035-02	342 Kalthoff Cmn	DANGTRAN JOSEPH V & PHUONGUYEN N TRS
200	099 -1343-019-00	763 Kalthoff Cmn	LIN ALAN Z & XING SUSAN S TRS
201	099 -1343-030-00	320 Kalthoff Cmn	Livermore Crest LLC
202	099 -1361-006-00	567 E Vineyard Ave	HLW LLC
203	099 -1356-007-00	221 E Vineyard Ave	XU YINGMIN & CHEN JIE
204	904 -0004-004-02	US HWY 50 W	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
205	904 -0004-004-03	US HWY 50 W	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
206	097 -0022-001-00	1783 2nd St	MITOMA PROPERTIES LLC
207	099A-2902-010-00	5054 ERICA WAY	BENNETT LEON R
208	099A-2902-013-00	372 ERICA CT	REPPAS JULIE V & STEVEN D
209	099A-2902-014-00	360 ERICA CT	HOWARD NICHOLAS L & JUNKO
210	099 -1311-035-07	2395 Lennox Ln	CORNERSTONE REALTY FINANCE & INVESTMENTS CORP
211	099 -1366-004-00	Cellars Drive	LAGISS TERESA A & SAUER CHRYSANNE TRS
212	099 -1367-004-00	Lagiss Drive	LAGISS TERESA A & SAUER CHRYSANNE TRS
213	099 -1367-005-00	Lagiss Drive	LAGISS TERESA A & SAUER CHRYSANNE TRS
214	099 -0751-012-08	2111 Pleasant View Ln	BURY DOUGLAS W & SHARI G TRS
215	903 -0014-004-00	PORTOLA AVE	SHEA HOMES INC
216	903 -0014-005-00	PORTOLA AVE	SHEA HOMES INC

217	903 -0014-006-00	PORTOLA AVE	SHEA HOMES INC
218	903 -0014-007-00	PORTOLA AVE	SHEA HOMES INC
219	903 -0014-008-00	PORTOLA AVE	SHEA HOMES INC
220	098 -0356-139-00	10 N Murrieta Blvd	Lexington Associates
221	099B-8110-013-00	7480 Las Positas Rd	RTM PROPERTIES LLC
222	098 -0213-003-05	Elm St	JOHAL AMRIK & GHAG MAKHAN
223	098 -0213-003-03	732 N K ST (ELM ST)	AMRIK S JOHAL
224	097 -0143-056-00	1202 Concannon Blvd.	RJ GRAYSON LLC
225	904 -0004-072-00	ARMSTRONG ST	LIVERMORE AIRWAY BUSINESS PARK
226	904 -0004-073-00	ARMSTRONG ST	LIVERMORE AIRWAY BUSINESS PARK
227	903 -0010-056-00	PORTOLA AVE	SHEA CENTER LIVERMORE LLC
228	903 -0010-057-00	PORTOLA AVE	SHEA CENTER LIVERMORE LLC
229	903 -0010-058-00	PORTOLA AVE	SHEA CENTER LIVERMORE LLC
230	903 -0010-061-00	PORTOLA AVE	SHEA CENTER LIVERMORE LLC
231	904 -0012-018-03	875 Atlantis Ct	LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
232	099 -1343-011-00	1343 e vALLECITOS rD	LIVERMORE AREA RECREATION & PARKS DISTRICT
233	099B-5300-010-00	Vasco Rd	ALBRIGHT SHARON L & ELK KAREN J TRS & ELK KAR ETAL
234	099A-2936-007-00	2600 S Vasco Rd	SCOTT RICHARD H TR
235	098 -0346-021-00	909 N L St	DERONG INVESTMENT 1 LLC
236	098 -0346-022-00	909 N L St	DERONG INVESTMENT 1 LLC
237	099 -1365-008-00	Holmes St	ROBERT D & DEBORAH D BOSSI
238	098 -0298-005-00	659 Andrews St	SABIN DON
239	099 -1343-012-00	E VALLECITOS RD	KKB BRO LLC
240	099 -0185-003-00	E STANLEY BLVD	W P CO
241	099 -0175-019-02	E STANLEY BLVD	W P CO
242	099 -0175-019-01	E STANLEY BLVD	W P CO
243	099 -0175-014-02	E STANLEY BLVD	W P CO
244	098 -0251-009-00	OAK ST	W P CO
245	099 -0051-020-05	1ST ST	W P CO
246	099 -0051-020-06	1ST ST	W P CO
247	099 -0040-022-00	N MINES RD	W P CO
248	099 -0040-017-04	N MINES RD	W P CO 843-1-23A-15
249	099 -0040-017-01	N MINES RD	W P CO
250	099A-1400-013-01	EAST AVE	W P CO
251	099A-1475-008-08	EAST AVE	W P CO
252	099A-1475-008-02	GREENVILLE RD	W P CO

* Ownership change – New owner notified via mail

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 7.1**

DATE: April 10, 2023

TO: Honorable Mayor and City Council

FROM: Jeramy Young, Police Chief

SUBJECT: Resolution receiving the Annual Review of Military Equipment Report, determining that the equipment identified in the report complies with applicable standards, and authorizing the Military Equipment Ordinance 2.36.200 to be renewed and remain in effect.

RECOMMENDED ACTION

Staff recommends City Council:

1. Accept the 2022 Annual Military Equipment Report;
2. Determine that the equipment identified in the report complies with the City's policy and the statutory requirements, and
3. Review Ordinance 2.36.200 and vote on whether to renew the ordinance.

SUMMARY

The Livermore Police Department regularly utilizes a wide range of equipment to provide effective public safety service to the community. This variety of equipment provides a multitude of options to help address and de-escalate situations that are often tense, uncertain, and rapidly evolving. Having the availability of different options minimizes the potential for harm to the public and police department staff.

In 2022, a new state law (AB481) required City Council to adopt, by ordinance, a policy pertaining to the funding, acquisition, and use of certain types of equipment utilized by the local police department. The law also mandated other considerations related to public engagement and annual reporting.

DISCUSSION

On September 30, 2021, Governor Newsom signed into law Assembly Bill 481, related to law enforcement’s funding, acquisition, and use of certain types of equipment, which the new law identifies as "military equipment". This designation of military equipment is not necessarily synonymous with items regularly utilized by the United States military or surplus items provided to law enforcement agencies through federal programs such as the 1033 program. None of the designated items possessed by the Livermore Police Department were obtained from the federal government through the 1033 program.

Many of the items identified in this legislation have been in local use for years, while others have never been used by the Livermore Police Department. Many of the designated items, such as bean bag launchers, are commonly used as alternatives to higher levels of force, while others are not directly related to the use of force by law enforcement (i.e., command post vehicles and non-weaponized robots/drones).

AB 481 was codified in Government Code Sections 7070 through 7075. The bill required law enforcement agencies to obtain City Council approval of an Equipment Policy via ordinance, at a regular meeting held pursuant to open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of certain equipment identified in the Government Code. All California law enforcement agencies wishing to continue their use of this equipment were required to commence the authorization process by May 1, 2022. The Livermore City Council complied with this requirement on April 11, 2022, by adopting Ordinance 2.36.200.

Government Code 7070 designates certain equipment as “military equipment”. Included in that definition are the following items possessed and/or used by the Livermore Police Department within the normal scope of operations (please refer to Attachment 4 for specific quantities and additional information):

- Unmanned, remotely piloted, powered aerial or ground vehicles (note: these items are used for observation purposes only, and do not possess weapons capabilities)
- Armored personnel carriers
- Wheeled vehicles that have an attached breaching or entry apparatus
- Command and control vehicles built or modified to facilitate the operational control and direction of public safety units.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature (this does not include a handheld, one-person ram)
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code 30510 and Penal Code § 30515, except for standard-issue weapons.
- Noise-flash diversionary devices and explosive breaching tools
- Munitions containing tear gas or OC (pepper spray), excluding standard, service-issued handheld pepper spray.
- Kinetic energy weapons and munitions

Livermore Police Department policies and case law dictate when and how certain types of equipment may be used. Departmental equipment, especially any item that could be used as a force option, is expected to be used in a manner consistent with all applicable laws and policies. Department policies also require officers to utilize de-escalation and crisis intervention techniques, as well as other alternatives to force when feasible.

In addition to the equipment owned by the City of Livermore, use of allied agency equipment is also subject to the requirements of this policy. The use of equipment from allied agencies augments the department's inventory for command and control, scene safety, intelligence gathering, lethal force applications, and less-lethal force applications to meet the vast array of potential circumstances that might require law enforcement action. Many of those allied agency options may never actually be needed but are important tools to have available when facing uncertain and uncommon circumstances.

Government Code Section 7071(e)(2) allows the governing body of a city to approve the funding, acquisition, or use of military equipment, or other equipment as determined by the governing body to require additional oversight, within its jurisdiction only if it makes specified determinations, which include the following:

1. The equipment is necessary, because there are no reasonable alternatives that can achieve the same objectives of officer and civilian.
2. The equipment policy (Policy 709) will safeguard the public's welfare, safety, civil rights, and civil liberties.
3. The equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian.
4. The policy is approved.

In addition to the initial requirements of the legislation, law enforcement agencies must also complete the following:

- Designate a member of the department to act as the coordinator for the listed military.

Compliance: The department has complied with this requirement by designating a Force Options Unit Lieutenant as the coordinator. Additional staff will support the Force Options Unit Lieutenant in meeting all requirements.

- Identify department equipment that qualifies as military equipment (as defined by Government Code Section 7070) in the current possession of the Livermore Police Department, or the equipment the Livermore Police Department intends to acquire that requires approval by the governing body.

Compliance: The department has complied with this requirement by conducting a related inventory of current equipment (attached hereto and incorporated by reference) and by identifying future acquisitions as part of the budget.

- Conduct an inventory of all listed equipment.

Compliance: The department has completed the current inventory and has added the inventory as an attachment.

- Collaborate with any allied agency that may use listed equipment within the jurisdiction of the Livermore Police.

Compliance: The department has collaborated with allied agencies and included allied agency assets in the "Allied Agency Equipment" section of the attached equipment inventory. This collaboration includes the department's partnership with the Pleasanton Police Department to form a joint SWAT team, known as the East County Tactical Team. Additional forms of listed equipment should not be used in this jurisdiction, except in exigent circumstances with the approval of the Chief of Police or his/her designee. Any such exigent use shall be reported to the public on the department's website within 30 days of its use unless it is deemed to be confidential under the law. Applicable reporting shall include a description of the item used, the general reason for its use, and any reasonably known fiscal impact resulting from

the equipment use.

- Prepare for, schedule, and coordinate an annual community engagement meeting to include publicizing the details of the meeting and preparing for public questions regarding the department's funding, acquisition, and use of listed equipment.

Compliance: The Force Options Unit Lieutenant has been designated to complete this requirement, commencing this year. A community meeting was held on March 21, 2023, at the Livermore Police Department.

- Prepare an annual report for submission to the Chief of Police and ensure that the report is made available on the department website.

Compliance: The Force Options Unit Lieutenant and the Professional Standards Unit Sergeant have been assigned to complete this task on an annual basis. See 2022 attached report.

- Establish a procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of equipment listed by Government Code section 7070 and how the department will respond in a timely manner.

Compliance: The Professional Standards Unit Sergeant has been assigned to meet this requirement by adding an applicable section and email link to the Livermore Police Department website. There were no complaints or concerns in 2022.

Staff has worked diligently to comply with all requirements of this legislation. Additionally, staff plans to include future acquisition authorizations through the regular budget approval process.

FISCAL AND ADMINISTRATIVE IMPACTS

This legislation is not expected to have any significant fiscal or administrative impacts beyond the labor required to meet the annual inventory and transparency related requirements.

COMMUNITY PILLAR

1: A Safe Community that Thrives

GOAL

3: Implement processes that ensure a high degree of public trust and community support

ATTACHMENTS

1. Livermore Police Department Policy 709 - Military Equipment
2. 2022 Military Equipment Inventory
3. Ordinance 2.36.200
4. Resolution
5. Exhibit A - 2022 Annual Military Equipment Report

Prepared by: Joseph Draghi
Police Lieutenant

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

Military Equipment

709.1 PURPOSE AND SCOPE

State

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

709.1.1 DEFINITIONS

State

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

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709.2 POLICY

State

It is the policy of the Livermore Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

709.3 MILITARY EQUIPMENT COORDINATOR

Best Practice MODIFIED

The Force Options Unit Lieutenant shall act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

(a) Acting as liaison to the governing body for matters related to the requirements of this policy.

(b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.

(c) Conducting an inventory of all military equipment at least annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Livermore Police Department (Government Code § 7071).

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting.
2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).

(g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

The military equipment coordinator may delegate the above tasks as he/she deems appropriate, but will be responsible for ensuring the completion of all listed duties.

709.4 MILITARY EQUIPMENT INVENTORY

State

The following constitutes a list of qualifying equipment for the Department:

[Insert attachment here]

709.5 APPROVAL

State

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The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

(a) Requesting military equipment made available pursuant to 10 USC § 2576a.

(b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.

(e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.

(f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

(g) Acquiring military equipment through any means not provided above.

709.6 COORDINATION WITH OTHER JURISDICTIONS

State MODIFIED

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy. Approved equipment includes items used by the East County Tactical Team (ECTT), which is a combined SWAT and Crisis Negotiations Team operated by members of the Livermore and Pleasanton Police Departments. ECTT equipment, as well as known resources from other local entities, such as the Alameda County Sheriff's Office, is listed in the annual inventory as Allied Agency Equipment.

Under exigent circumstances, and with the approval of the Chief of Police or designee, additional types of military equipment may be deployed from other entities to promote the safety and security of the public and/or Livermore Police Department staff. In such cases, the military equipment coordinator shall report the use on the department's website within 30 days of the event unless such information is deemed to be confidential under the law. The report shall include the type of equipment used, the reason it was used, and any fiscal impact from its use.

709.7 ANNUAL REPORT

State

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Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

709.8 COMMUNITY ENGAGEMENT

State

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

709.9 POLICY REVIEW

Agency Content

This policy was reviewed by Captain Boberg.

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LPD Military Equipment (CA GC 7070)

Type	Armored vehicle: LPD White Armor
Description	Armored vehicle that seats 8-10 personnel with open floor plan that allows for rescue of downed personnel or other victims. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor.
Quantity	1
Capabilities	Armor rated to .50 cal.
Expected lifespan	10+ years (acquired in 2014)
Manufacturer's description	GMC C4500 (custom built) Duramax diesel engine-powered personnel carrier with ballistic glass and armor rated to .50 cal.
Purpose and authorized uses	To provide for the safe transport, security, and rescue of agency personnel and citizens in high-risk incidents.
Fiscal impact	Vehicle provided by LLNL. Initial outfitting cost $42,012. Annual maintenance cost $6,700.
Legal and procedural rules	It is the policy of the Department to utilize armored vehicles only for official law enforcement purposes, and pursuant to State and Federal law.
Required training	Agency authored course and annual refresher.
Compliance mechanisms	The use of armored vehicles shall only be authorized by a watch commander, SWAT commander, or appropriate supervisor, based on the specific circumstances of a given critical incident. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training -Policy 706.

Type	Patrol Rifle, Colt
Description	COLT 6933EPR is a semi-automatic, light weight, air-cooled, gas-operated, magazine-fed, shoulder fired weapon system. Chambered in .223 Rem/5.56NATO. Generally equiped with a light, electronic sight, and sling.
Quantity	105
Capabilities	Semi-automatic fire from close range to anything beyond practical handgun engagement distances.
Expected lifespan	10 years
Manufacturer's description	Built for the demanding use of those who protect our communities everyday, the Colt Enhanced Patrol Rifle (EPR) is the next evolution in the world's most dependable, thoroughly field-tested patrol rifle. Featuring an extended handguard that accepts modular rail segments for mounting a wide varietyof pro-grade optics, lighting, and ergonomics-enhancing accessories, as well as the highlydurable Magpul® MBUS® Pro Series front and rear back up sights and B5 Bravo buttstock. The Colt EPR reestablishes the Colt AR-15® as the finest tool for local, regional, and national law enforcement agencies.
Purpose and authorized uses	To project lethal force when reasonably necessary at a greater distance and with more accuracy than department issued handguns.
Fiscal impact	Approximately 10 rifles per year at $2000 per unit, fully equipped, and on-going maintenance cost of approx. $50 per rifle/year.

Legal and procedural rules	Use established under policy 300 and 311 for official law enforcement purposes and pursuant to State and Federal law regarding use of force.
Required training	POST certification and annual department qualification for authorized users
Compliance mechanisms	Policy 300, 311
Type	**Semi Automatic Rifle, NEMO**
Description	Semi-automatic, light weight, air-cooled, gas-operated, magazine-fed, shoulder fired weapon system. Chambered in .308 NATO. Generally equiped with a light, electronic or magnified optic, and sling.
Quantity	3
Capabilities	Semi-Automatic fire from close range to anything beyond practical handgun engagement distances.
Expected lifespan	10 years
Manufacturer's description	The XO 16-inch is compact and extremely maneuverable. The 16" Bartlein-blank barrel produces groups well into the sub-moa range with quality optics and ammunition. Accuracy is further enhanced with the addition of a Geissle Super Dynamic Enhanced (SD-E) two stage trigger and NEMO's recoil reducing bolt carrier—an industry first.
Purpose and authorized uses	To project lethal force when reasonably necessary at a greater distance and with more accuracy than department issued handguns.
Fiscal impact	$5500 per unit, fully equipped plus annual maintenance cost of $100/year per rifle
Legal and procedural rules	Use established under policy 300 and 311 for official law enforcement purposes and pursuant to State and Federal law regarding use of force.
Required training	Post Certification and annual qualification for authorized users.
Compliance mechanisms	Policy 300
Type	**12 Gauge Less Lethal Launcher (Shotgun)**
Description	Remington 870 12 gauge less lethal launcher, generally brightly colored to distinguish from lethal weapons platforms. This platform launches 12 gauge drag-stabilized bean bag rounds and may be equiped with a side-saddle, light, sights, and orange-colored sling
Quantity	26
Capabilities	Operational range between 20 and 75 feet
Expected lifespan	10 years
Manufacturer's description	(From Remarms website): Remington 870 shotgun has a dependable action that makes it America's favorite, and our continual upgrades make it the most advanced, well-rounded family of pump shotguns around. Along with continually evolving designs, this shotgun's superiority is a matter of rugged dependability, great pointing characteristics and versatility. In fact, the Model 870™ has been the standard for slide-action performance for more than 60 years.
Purpose and authorized uses	Asssit in deescalating conflict to compel an individual to cease thier actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
Fiscal impact	Unit cost of $1000 each, fully equipped, per 10 years.
Legal and procedural rules	Policy 300, 311, 307
Required training	Lecture, demonstration, practical application
Compliance mechanisms	Subject to appliacble policies (300, 307)
Type	**40mm Launcher**

Description	Single shot, 40mm launcher (may be from different vendors), with 14" barrel. Generally equipped with an electroinc sight, light and brightly colored (orange) sling.
Quantity	8
Capabilities	Capable of deploying exact impact 40mm sponge rounds including those with a chemical (OC or CS) payload or marking. Operational range between 5 and 120 feet.
Expected lifespan	10 years
Manufacturer's description	The 40mm Launcher can fire all Defense Technology® 37/40mm and 40mm rounds. It incorporates an aluminum rifled barrel that comes equipped with a top & bottom 12" Picatinny rail and front & rear pop-up adjustable sights. It will support the use of additional optics, sights and accessories with the 12" Picatinny rails and the folding stock allows for convenient carrying and storing of the launcher. A one-point sling w/ quick release is included. Additional rails may be purchased and mounted on the sides of the barrel.
Purpose and authorized uses	Asssit in deescalating conflict to compel an individual to cease thier actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
Fiscal impact	$2200 per unit, fully equipped.
Legal and procedural rules	Policy 300, 307
Required training	Lecture, demonstration, practical application
Compliance mechanisms	Policy 300 and 307
Type	**40mm Multi-Launcher**
Description	A 40mm single-shot launcher inteded to deploy various less lethal munitions. Generally equipped with a brightly colored sling, electronic sight and light.
Quantity	1 (1 sought)
Capabilities	Capable of deploying chemical payload in the form of OC (oleoresin capsicum) or CS (2-chlorobenzalmalononitrile) or foam projectiles from 5-120 feet.
Expected lifespan	15 years
Manufacturer's description	A tactical single shot launcher that features an expandable ROGERS Super Stoc and an adjustable Integrated Front Grip (IFG) with light rail. The ambidextrous Lateral Sling Mount (LSM) and QD mounting systems allow both a single and two point sling attachment. The 40LMTS will fire standard 40mm less lethal ammunition, up to 4.8 inches in cartridge length. The Picatinny Rail Mounting System will accept a wide array of enhanced optics/sighting systems.
Purpose and authorized uses	Asssit in deescalating conflict to compel an individual to cease thier actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
Fiscal impact	$2500 replacement cost plus ongoing maintenance
Legal and procedural rules	Policy 300, 307
Required training	Lecture, demonstration, practical application
Compliance mechanisms	Policy 300 and 307
Type	**FN303 launcher**
Description	A .68 caliber, Semi-Automatic, lightweight, compressed-air operated, magazine fed, shoulder fired less lethal launcher. Generally equipped with an electronic sight, light, and brightly colored sling.
Quantity	7

Capabilities	Capable of deploying .68 caliber polystyrene and bismuth projectiles including those with a chemical (OC powder) payload or marking. Operational range between 3 and 164 feet.
Expected lifespan	10 years
Manufacturer's description	The FN303 Less Lethal Launcher is constructed from durable lightweight polymer with comfortable ergonomics and an easy to operate safety. The FN303 Launcher is equipped with both flip-up iron sights and an integrated MIL-STD-1913 top mounting rail for optical or electronic sights or other accessories. The lightweight polymer magazine holds 15 projectiles and offers a clear rear cover to allow the operator to instantly verify both the payload type and the number of projectiles remaining.
Purpose and authorized uses	Asssit in deescalating conflict to compel an individual to cease thier actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
Fiscal impact	$2700 per unit, fully equipped, plus ongoing maintenance, compressed air costs.
Legal and procedural rules	Policy 300, 307
Required training	Lecture, demonstration, practical application
Compliance mechanisms	Policy 300, 307
Type	**Ammunition: .223 Remington 62gr GDSP**
Description	.223 Speer Gold Dot 62gr GDSP 226 cases (at 500 rounds each)
Capabilities	Semi-automatic fire from close range to anything beyond practical handgun engagement distances.
Expected lifespan	10 years
Manufacturer's description	Speer® Gold Dot® ammunition's reliability has made it the No. 1 choice for law enforcement, and we offer the same performance for self-defense rifle applications. Gold Dot rifle is engineered to provide industry-leading performance in FBI protocol testing through barrels less than 16 inches long. Its bullets are built using Speer's exclusive Uni-Cor® method. The jacket is bonded to the core one atom at a time, virtually eliminating core-jacket separation and creating a projectile that's accurate, tough and consistent through all common barriers.
Purpose and authorized uses	Agency authorized ammunition for patrol rifle
Fiscal impact	Replace annual consumption at $290.00
Legal and procedural rules	311.3.6
Required training	Continued Professional Training, Post Certification for patrol rifle operators, annual qualification.
Compliance mechanisms	Policy 311
Type	**Ammunition: .223 Remington 55gr FMJ**
Description	.223 American Eagle (Federal) 55gr Gr. FMJ
Quantity	263 cases (at 500 rounds each)
Capabilities	Training ammunition for live-fire practice from close range to anything beyond practical handgun engagement distances
Expected lifespan	10 years
Manufacturer's description	Offering outstanding performance at an economical price, Federal American Eagle .223 Remington 55 gr FMJ rifle ammo is boxer primed, brass cased and available in both 20-round box and bulk-packed quantities
Purpose and authorized uses	Agency authroized training ammunition for patrol rifle
Fiscal impact	$190/case to replace annual consumption
Legal and procedural rules	Policy 311
Required training	Continued Professional Training, Post Certification for patrol rifle operators, annual qualification.

Compliance mechanisms	Policy 311
Type	**Ammunition: .223 Remington Frangible**
Description	.223 Remington 42 gr RHT ballistcilean cartridge
Quantity	138 cases (at 500 rounds each)
Capabilities	Training ammunition for use on steel targets
Expected lifespan	10 years
Manufacturer's description	This frangible ammunition makes an excellent training load for AR-15s and other .223/5.56 NATO rifles due to its non-toxic, non-ricocheting nature. Each .223 Remington cartridge fires a 42 grain compressed metal bullet that disintegrates into powder on contact with a target, leaving behind only non-toxic residue. Ideal for shooting steel targets
Purpose and authorized uses	Training ammunition for use on steel targets
Fiscal impact	$350/case to replace annual consumption
Legal and procedural rules	Policy 311
Required training	Continued Professional Training, Post Certification for patrol rifle operators, qualification.
Compliance mechanisms	Policy 311
Type	**Ammunition: .308 Winchester Black Hills 168gr. Amax**
Description	.308 Winchester Black Hills 168gr Amax
Quantity	0 rounds
Capabilities	Ammunition for agency authorized Semi-automatic fire from close range to anything beyond practical handgun engagement distances.
Expected lifespan	10 years
Manufacturer's description	Versatile loads optimized for excellent performance.
Purpose and authorized uses	Agency authorized ammunition for NEMO rifle
Fiscal impact	No longer being purchased exhaust existing inventory.
Legal and procedural rules	Policy 311 and 408
Required training	Continued Professional Training, Post Certification for patrol rifle operators, annual qualification.
Compliance mechanisms	Policy 311 and 408
Type	**Ammunition: .308 Winchester Black Hills 180gr Accubond**
Description	Agency authorized ammunition for NEMO rifle
Quantity	3000 rounds
Capabilities	Ammunition for agency authorized Semi-automatic fire from close range to anything beyond practical handgun engagement distances.
Expected lifespan	10 years
Manufacturer's description	This ammunition is new production and non-corrosive in boxer-primed, reloadable brass cases
Purpose and authorized uses	Agency authorized ammunition for NEMO rifle
Fiscal impact	$168/100 to replace annual consumption
Legal and procedural rules	Policy 311 and 408
Required training	Continued Professional Training, Post Certification for patrol rifle operators, qualification.
Compliance mechanisms	Agency authorized ammunition for NEMO rifle
Type	**Ammunition: .308 Winchester Black Hills 168gr. ELD-M**
Description	Agency authorized ammunition for NEMO rifle
Quantity	5400 rounds
Capabilities	Ammunition for agency authorized Semi-automatic fire from close range to anything beyond practical handgun engagement distances.
Expected lifespan	10 years
Manufacturer's description	This ammunition is new production and non-corrosive in boxer-primed, reloadable brass cases

Purpose and authorized uses	Agency authorized ammunition for NEMO rifle
Fiscal impact	$158.50/100 to replace annual consumption
Legal and procedural rules	Policy 311 and 408
Required training	Continued Professional Training, Post Certification for patrol rifle operators, qualification.
Compliance mechanisms	Policy 311 and 408
Type	**Projectile: 40mm Exact Impact**
Description	40mm, foam-tipped kinetic energy projectile fired from an agency-authorized 40mm launcher.
Quantity	242
Capabilities	Operational range 5-120 ft.
Expected lifespan	5 yrs.
Manufacturer's description	a lightweight, high-speed projectile consisting of a plastic body and a foam (sponge) nose that is spin stabilized via the incorporated rifling collar and the 40 mm launcher's rifled barrel.
Purpose and authorized uses	To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
Fiscal impact	Approximately 40 per year at $25 per round
Legal and procedural rules	Refer to policies 300, 307
Required training	Department training including qualification
Compliance mechanisms	Use is subject to the applicable policies (300, 307)
Type	**Projectile: 40mm Direct Impact OC**
Description	40mm, foam-tipped kinetic energy projectile fired from an agency-authorized 40mm launcher and carrying an OC payload
Quantity	171 rounds
Capabilities	Operational range from 5-120 feet
Expected lifespan	5 years
Manufacturer's description	The 40 mm Direct Impact® Round consists of a plastic body and a crushable foam nose that contains a powder payload. This payload area can hold inert, marking, OC or CS powder. The crushable foam nose dissipates energy upon impact while releasing the powder payload.
Purpose and authorized uses	To compel an individual to cease his/her actions when such munitions present a reasonable option, and to deliver a chemical (OC) payload where appropriate. A verbal warning of the intended use of the device should precede its application.
Fiscal impact	$35 per round
Legal and procedural rules	Refer to policies 300, 307
Required training	Department training including qualification
Compliance mechanisms	Use is subject to the applicable policies (300, 307)
Type	**Projectile: 40mm Direct Impact Marking**
Description	40mm, foam-tipped kinetic energy projectile fired from an agency-authorized 40mm launcher and carrying a marking paint payload
Quantity	87 rounds
Capabilities	Operational range from 5-120 feet
Expected lifespan	5 years
Manufacturer's description	The 40 mm Direct Impact® Round consists of a plastic body and a crushable foam nose that contains a powder payload. This payload area can hold inert, marking, OC or CS powder. The crushable foam nose dissipates energy upon impact while releasing the powder payload.

Purpose and authorized uses	To compel an individual to cease his/her actions when such munitions present a reasonable option, and to deliver a marking paint payload where appropriate. A verbal warning of the intended use of the device should precede its application.
Fiscal impact	$35 per round
Legal and procedural rules	Refer to policies 300, 307
Required training	Department training including qualification;
Compliance mechanisms	Use is subject to the applicable policies (300, 307)
Type	**Projectile: 40mm Ferret Round**
Description	40mm Barrier penetrator
Quantity	50
Capabilities	Barrier pentration to deliver OC or CS payload into a structure from 50-200 yards. Velocity 450fps.
Expected lifespan	5 years
Manufacturer's description	The Ferret® 40mm Round is a frangible projectile filled with chemical agent. It is designed to deliver chemical agents in barricade situations from a 40mm launcher. Spin stabilization from fins and barrel rifling affords maximum stand-off distance and accuracy for safety.
Purpose and authorized uses	The Ferret® 40mm Round is non-burning and suitable for indoor use. Used primarily by tactical teams, it is designed to penetrate barriers, such as windows and hollow core doors. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle.
Fiscal impact	$23 per round. Approximately $2500 per year for training and operational readiness.
Legal and procedural rules	Policy 300, 307, and 408
Required training	Department training including qualification;
Compliance mechanisms	Policy 300, 307, and 408
Type	**Projectile: 12ga drag-stabilized bean bag round**
Description	12 Gauge drag stabilized bean bag round
Quantity	315 rounds
Capabilities	Operational range from 20-75 feet
Expected lifespan	5 years
Manufacturer's description	The 12-Gauge Drag Stabilized™ Round is comprised of a translucent 12-Gauge shell loaded with a 40 gram, tear shaped bag made from a cotton and ballistic material blend and filled with #9 shot. This design utilizes four (4) stabilizing tails. The 12-Gauge Drag Stabilized™ Round utilizes smokeless powder as the propellant.
Purpose and authorized uses	To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
Fiscal impact	$6.27 per round
Legal and procedural rules	Refer to policies 300, 307
Required training	Department training including qualification
Compliance mechanisms	Use is subject to the applicable policies (300, 307)
Type	**Projectile: .68 caliber PAVA/OC Powder**
Description	8.5gram fin-stabilized polystyrene body and non-toxic bismuth forward payload.
Quantity	14 cases of 160 rounds
Capabilities	Operational range from 3 to 164 feet
Expected lifespan	3 years

Manufacturer's description	This projectile is intended as an irritant for individual suspects, point-specific targets or small area denial. The active ingredient is 0.5% PAVA/OC in a powder form for ease of storage, deployment and clean-up.
Purpose and authorized uses	To compel an individual to cease his/her actions when such munitions present a reasonable option, and to deliver a chemical (OC) payload where appropriate. A verbal warning of the intended use of the device should precede its application.
Fiscal impact	$500 per case
Legal and procedural rules	Policy 300, 307
Required training	Department training including qualification;
Compliance mechanisms	Policy 300, 307
Type	**Projectile: .68 caliber Indelible Paint**
Description	8.5gram fin-stabilized polystyrene body and non-toxic bismuth forward payload and a secondary payload of indelible paint.
Quantity	11 cases of 150 rounds
Capabilities	Operational range from 3 to 164 feet
Expected lifespan	3 years
Manufacturer's description	This projectile is intended for marking suspects and objects with an indelible colorant for later identification, arrest or questioning
Purpose and authorized uses	To compel an individual to cease his/her actions when such munitions present a reasonable option, and to deliver a marking paint payload where appropriate. A verbal warning of the intended use of the device should precede its application.
Fiscal impact	$500 per case
Legal and procedural rules	Policy 300, 307
Required training	Department training including qualification;
Compliance mechanisms	Policy 300, 307
Type	**Projectile: .68 caliber Inert Powder**
Description	8.5gram fin-stabilized polystyrene body and non-toxic bismuth forward payload along with a secondary payload of simulated irritant powder.
Quantity	9 cases of 150 rounds
Capabilities	Operational range from 3 to 164 feet
Expected lifespan	3 years
Manufacturer's description	This projectile is intended for training and contains a simulated irritant powder
Purpose and authorized uses	Training projectile for accuracy and scenario training of authorized personnel
Fiscal impact	$500 per case
Legal and procedural rules	Policy 300, 307
Required training	Department training including qualification;
Compliance mechanisms	Policy 300, 307
Type	**Kinetic Breaching Tool (KBT)**
Description	A 36" mechanical breaching device designed to be used in any space. This tool employs the best of physics in the form of a self-contained, jack-hammer style impact ram driven by a powder-actuated cartridge. This allows a large amount of energy to be precisely directed into locking mechanisms, hinges, or braces while minimizing the chances of collateral projectiles. This device can be used by officers of all sizes. There is no swinging motion required and can significantly reduce injuries of properly trained officers.
Quantity	3 devices
Capabilities	8 shots capable of breaching steel security doors.

Expected lifespan	10+ years
Manufacturer's description	A mechanical breaching tool that bridges the gap between traditional mechanical breaching, shotgun breaching, and explosive entry. The KBT utilizes a proprietary .45 Caliber handgun blank to deliver up to 850 ft/lb of force through a hardened steel ram. Unlike explosive or shotgun breaching, however, all of the force is mechanically driven through a ram. This means that no projectile or explosive energy leaves the device except for the force of the ram which is permanently captured in the device. The ramming surface is narrow enough to focus on a single hinge, yet powerful enough to breach steel security doors.
Purpose and authorized uses	To provide immediate entry into secure structures to protect life, property, or evidence as necessary and authorized by law.
Fiscal impact	$10,628 initial cost; $800 annually for training and operational ammunition.
Legal and procedural rules	It is the policy of LPD to utilize the KBT only for official law enforcement purposes pursuant to State and Federal law. Refer to policies 321.
Required training	Agency-authored orientation course; annual refresher.
Compliance mechanisms	To be used by officers who have been trained in the proper use as directed by a watch commander, SWAT commander, or appropriate supervisor, based on the specific circumstances of a given critical incident.
Type	**GasRam™**
Description	The GasRam™ is a 35-pound metal device with similar characteristics to a breaching ram (weighted device with handles used to swing the GasRam™ in a pendulum motion). The obvious difference present is a canister and probe designed to deploy gas into specific areas of a structure with minimal risk of starting a fire.
Quantity	2 (1 maintained by LPD and 1 maintained by PPD)
Capabilities	Deliver 1 canister of irritant into a specific area of a structure.
Expected lifespan	10 years
Manufacturer's description	The GasRam™ is a multi use tool that can be utilized for forced entry as a door ram or be deployed as a pyrotechnic non-Lethal chemical agent delivery system. One or two man delivery teams can use the GasRam™. Pyrotechnic non-lethal chemical agent can be dispensed through walls, doors, sheet metal siding and into vehicles.
Purpose and authorized uses	Used to deploy non-lethal chemical agents into a structure in order to successfully resolve a barricade situation. This is a de-escalation tactic used prior to potentially forcing conflict inside the structure and placing officers at risk.
Fiscal impact	$3,100 initial cost; no expected annual maintenance costs.
Legal and procedural rules	It is the policy of LPD to utilize the Burn Safe only for official law enforcement purposes pursuant to State and Federal law. Refer to policies 300, 307, 321, and 408.
Required training	Agency-authored orientation course; annual refresher.
Compliance mechanisms	To be used by officers who have been trained in the proper use as directed by a watch commander, SWAT commander, or appropriate supervisor, based on the specific circumstances of a given critical incident.

Type	BurnSafe™
Description	The BurnSafe™ is designed to deploy gas into a structure with minimal risk of starting a fire. The BurnSafe™ is a double walled container constructed of aluminum, which will contain the flames inside the inner chamber thereby reducing the probability of starting a fire.
Quantity	2 (1 maintained by LPD and 1 maintained by PPD)
Capabilities	Deliver 1 canister of irritant into a specific area of a structure.
Expected lifespan	10 years
Manufacturer's description	The BurnSafe™ is a double walled container constructed of aluminum. It is designed to contain the flames inside the inner chamber thereby reducing the probability of starting a fire. The BurnSafe™ allows the introduction of significant amounts of pyrotechnic non-lethal chemical agent into the target, which increases the probability of a successful resolution. The use of pyrotechnic agents has been proven to be a more effective non-lethal method of penetrating a fortified structure. The use of the BurnSafe™ will increase your team's effectiveness and provide you with an alternative delivery system.
Purpose and authorized uses	Used to deploy non-lethal chemical agents into a structure in order to successfully resolve a barricade situation. This is a de-escalation tactic used prior to potentially forcing conflict inside the structure and placing officers at risk.
Fiscal impact	$2,700 initial cost; no expected annual maintenance costs.
Legal and procedural rules	It is the policy of LPD to utilize the BurnSafe™ only for official law enforcement purposes pursuant to State and Federal law. Refer to policies 300, 307, 321, and 408.
Required training	Agency-authored orientation course; annual refresher.
Compliance mechanisms	To be used by officers who have been trained in the proper use as directed by a watch commander, SWAT commander, or appropriate supervisor, based on the specific circumstances of a given critical incident.

Type	Community Outreach Vehicle (COV)
Description	A mobile office that provides shelter, access to Police Department computer systems, and restroom facilities on extended events.
Quantity	1
Capabilities	The COV can also be utilized for SWAT/CNT and other critical incidents, preplanned large events, searching for missing persons, natural disasters, and community events.
Expected lifespan	The COV, 20-year lifespan on chassis and vehicle structure. Upgrades were made in 2018 to maintain IT systems.
Manufacturer's description	Freightliner Chassis (custom built) vehicle.
Purpose and authorized uses	To be used based on the specific circumstances of a given critical incident, large event, natural disaster or community event that is taking place. The COV shall be used by officers trained in their deployment and in a manner consistent with Department policy and training. Furthermore, only officers who have completed the California Class B Commercial driving school and properly licensed will be allowed to drive the COV.
Fiscal impact	$996,000 initial cost. Annual maintenance is approximately $4,466.

Legal and procedural rules	It is the policy of the Department to use the COV only for official law enforcement purposes, and in accordance with California State law regarding the operation of motor vehicles.
Required training	The driver/operator shall receive training in the safe handling of the vehicle on a closed training course. Once the operator has shown competence in vehicle handling, the driver/operator will drive the vehicle throughout the city with an experienced driver. Driver/operators shall also undergo California Department of Motor Vehicles commercial vehicle testing.
Compliance mechanisms	To be used by officers who have been trained in the proper use as directed by a watch commander, SWAT commander, or appropriate supervisor, based on the specific circumstances of a given critical incident or other law enforcement purpose (policy 706).

Type	Breaching Round: Royal Arms TESAR 1
Description	Orange Cap 2-3/4" 275 Grain Compressed Copper Frangible 12 Ga Shotgun Slug
Quantity	132
Capabilities	Defeats Solid Wood Doors, Locks & Hinges
Expected lifespan	5 years
Manufacturer's description	Orange Cap 2-3/4" 275 Grain Compressed Copper Frangible 12 Ga Shotgun Slug
Purpose and authorized uses	To provide immediate entry into secure structures to protect life, property, or evidence as necessary and authorized by law. The round is fired from a breaching shotgun and is used to destroy wood doors; both solid & hollow.
Fiscal impact	$4.50 per round
Legal and procedural rules	It is the policy of LPD to utilize breaching rounds only for official law enforcement purposes pursuant to State and Federal law. Refer to policies 321 and 408.
Required training	Agency-authored orientation course; annual refresher.
Compliance mechanisms	To be used by officers who have been trained in the proper use as directed by a watch commander, SWAT commander, or appropriate supervisor, based on the specific circumstances of a given critical incident.

Type	Breaching Round: Royal Arms TESAR 2
Description	Black Cap 2-3/4" 425 Grain Compressed Copper Frangible 12 Ga Shotgun Slug
Quantity	36
Capabilities	Defeats Heavy Locks, Dead-bolts and Hinges (Solid Oak – Steel Doors)
Expected lifespan	5 years
Manufacturer's description	Black Cap 2-3/4" 425 Grain Compressed Copper Frangible 12 Ga Shotgun Slug
Purpose and authorized uses	To provide immediate entry into secure structures to protect life, property, or evidence as necessary and authorized by law. The round is fired from a breaching shotgun and is used to destroy deadbolts, locks and hinges.
Fiscal impact	$4.50 per round
Legal and procedural rules	It is the policy of LPD to utilize breaching rounds only for official law enforcement purposes pursuant to State and Federal law. Refer to policies 321 and 408.
Required training	Agency-authored orientation course; annual refresher.

Compliance mechanisms	To be used by officers who have been trained in the proper use as directed by a watch commander, SWAT commander, or appropriate supervisor, based on the specific circumstances of a given critical incident.
Type	**Breaching Round: Royal Arms TESCR 3**
Description	Green Cap 2-3/4" 375 Grain Clayvon® Frangible 12 Ga Shotgun Slug
Quantity	36
Capabilities	Defeats all locks, cross-bolts and hinges. (Hollow Core Doors – Light Steel doors)
Expected lifespan	5 years
Manufacturer's description	Green Cap 2-3/4" 375 Grain Clayvon® Frangible 12 Ga Shotgun Slug
Purpose and authorized uses	To provide immediate entry into secure structures to protect life, property, or evidence as necessary and authorized by law. The round is fired from a breaching shotgun and is used to destroy deadbolts, locks and hinges.
Fiscal impact	$4.50 per round
Legal and procedural rules	It is the policy of LPD to utilize breaching rounds only for official law enforcement purposes pursuant to State and Federal law. Refer to policies 321 and 408.
Required training	Agency-authored orientation course; annual refresher.
Compliance mechanisms	To be used by officers who have been trained in the proper use as directed by a watch commander, SWAT commander, or appropriate supervisor, based on the specific circumstances of a given critical incident.
Type	**Breaching Round: Royal Arms TESAR 4**
Description	Yellow Cap 2-3/4" 750 Grain Copper/S-70 Steel Frangible 12 Ga Shotgun Slug
Quantity	48
Capabilities	Defeats class 3 doors, locks & hinges
Expected lifespan	5 years
Manufacturer's description	Yellow Cap 2-3/4" 750 Grain Copper/S-70 Steel Frangible 12 Ga Shotgun Slug
Purpose and authorized uses	To provide immediate entry into secure structures to protect life, property, or evidence as necessary and authorized by law. The round is fired from a breaching shotgun and is used to destroy deadbolts, locks, and hinges.
Fiscal impact	$5.00 per round
Legal and procedural rules	It is the policy of LPD to utilize breaching rounds only for official law enforcement purposes pursuant to State and Federal law. Refer to policies 321 and 408.
Required training	Agency-authored orientation course; annual refresher.
Compliance mechanisms	To be used by officers who have been trained in the proper use as directed by a watch commander, SWAT commander, or appropriate supervisor, based on the specific circumstances of a given critical incident.
Type	**Breaching Round: Royal Arms HP CUTTER**
Description	Silver Cap 2-3/4" 450 Grain Hardened Steel Slug NON-Frangible 12 Ga Shotgun Slug
Quantity	36
Capabilities	Cuts re-bar, penetrates security glass, car doors, punches into engine blocks
Expected lifespan	5 years
Manufacturer's description	Silver Cap 2-3/4" 450 Grain Hardened Steel Slug NON-Frangible 12 Ga Shotgun Slug

Purpose and authorized uses	To provide immediate entry into secure structures to protect life, property, or evidence as necessary and authorized by law. The round is fired from a breaching shotgun and is used to cut rebar, penetrate security glass, car doors, and can penetrate engine blocks.
Fiscal impact	$5.00 per round
Legal and procedural rules	It is the policy of LPD to utilize breaching rounds only for official law enforcement purposes pursuant to State and Federal law. Refer to policies 321 and 408.
Required training	Agency-authored orientation course; annual refresher.
Compliance mechanisms	To be used by officers who have been trained in the proper use as directed by a watch commander, SWAT commander, or appropriate supervisor, based on the specific circumstances of a given critical incident.
Type	**Riot CS or OC Smoke**
Description	An approximately 2.6"x 6.2" irritant and smoke pyrotechnic device.
Quantity	45
Capabilities	This launchable device delivers approximately 65.3 grams of active agent in approximately 20-40 seconds.
Expected lifespan	5 years
Manufacturer's description	Large diameter burning grenade that discharges a high volume of smoke and chemical agent through multiple emission ports. Specifically for outdoor use and should not be deployed on rooftops, in crawl spaces or indoors due to potential fire hazard. Can be hand thrown or launched. Discharge duration can reach up to 40 seconds.
Purpose and authorized uses	This device can be used to conceal tactical movement or to route a crowd.
Fiscal impact	$35 per canister.
Legal and procedural rules	It is the policy of the Department to utilize chemical agent devices only for official law enforcement purposes, and pursuant to State and Federal law. Refer to policy 300 and 307.
Required training	POST Basic SWAT Operator course or equivlant; annual department refresher.
Compliance mechanisms	To be used by officers who have been trained in the proper use as directed by a watch commander, SWAT commander, or appropriate supervisor, based on the specific circumstances of a given critical incident.
Type	**Spede-Heat™ CS or OC Smoke**
Description	An approximately 2.62"x 6.12" irritant and smoke pyrotechnic device.
Quantity	48 (additional devices maintained by PPD)
Capabilities	This launchable device delivers approximately 81.2 grams of active agent in approximately 20-40 seconds.
Expected lifespan	5 years
Manufacturer's description	The Spede-Heat™ CS Grenade is a high volume, continuous burn it expels its payload in approximately 20-40 seconds. The payload is discharged through four gas ports on top of the can-ister, three on the side and one on the bottom. This launchable grenade is 6.12 in. by 2.62 in. and holds approximately 2.9 oz. of active agent.

Purpose and authorized uses	The device is designed primarily for tactical situations to detect and/or dislodge a barricaded subject. It is used as a de-escalation tool to encourage surrender and minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects.
Fiscal impact	$35 per canister. Approximately $1200 per year for training and operational
Legal and procedural rules	It is the policy of the Department to utilize chemical agent devices only for official law enforcement purposes, and pursuant to State and Federal law. Refer to policy 300, 307, and 408.
Required training	POST Basic SWAT Operator course or equivlant; annual department refresher.
Compliance mechanisms	To be used by officers who have been trained in the proper use as directed by a watch commander, SWAT commander, or appropriate supervisor, based on the specific circumstances of a given critical incident.
Type	**Flameless Expulsion CS or OC Smoke**
Description	An approximately 1.65"x 7.5" irritant and smoke pyrotechnic device.
Quantity	22 (additional devices maintained by PPD)
Capabilities	Delivers approximately 4.5 grams of active agent during its 3 second discharge time.
Expected lifespan	5 years
Manufacturer's description	The CS Flameless Expulsion Grenade is a compact, non-pyrotechnic, chemical agent device that provides safe expul-sion without risk of fire. It is safe to use inside of a residence. Unlike pyrotechnical grenades, this device’s contents are ex-pelled upon actuation of a CO2 cartridge that will affect a con-fined area of approximately 1500 square feet. This grenade is 7.5 in. by 1.65 in. and delivers approximately .16 oz. of active agent during its 3-second discharge time.
Purpose and authorized uses	The device is designed primarily for tactical situations to detect and/or dislodge a barricaded subject. It is used as a de-escalation tool to encourage surrender and minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects.
Fiscal impact	$48 per canister. Approximately $1000 for trainining and operational readin
Legal and procedural rules	It is the policy of the Department to utilize chemical agent devices only for official law enforcement purposes, and pursuant to State and Federal law. Refer to policy 300, 307, and 408.
Required training	POST Basic SWAT Operator course or equivlant; annual department refresher.
Compliance mechanisms	To be used by officers who have been trained in the proper use as directed by a watch commander, SWAT commander, or appropriate supervisor, based on the specific circumstances of a given critical incident.
Type	**Baffled CS or OC Smoke**
Description	An approximately 2.6"x 6.2" irritant and smoke pyrotechnic device.
Quantity	0 (50 sought)
Capabilities	Delivers approximately 23.5 grams of active agent during its 3 second discharge time.
Expected lifespan	5 years

Manufacturer's description	Pyrotechnic grenade designed for indoor use delivering a maximum amount of irritant smoke throughout multiple rooms with minimal risk of fire.
Purpose and authorized uses	The device is designed primarily for tactical situations to detect and/or dislodge a barricaded subject. It is used as a de-escalation tool to encourage surrender and minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects.
Fiscal impact	$48 per canister. Initial inventory cost $2400. Approximately $1000 for trainining and operational readiness.
Legal and procedural rules	It is the policy of the Department to utilize chemical agent devices only for official law enforcement purposes, and pursuant to State and Federal law. Refer to policy 300, 307, and 408.
Required training	POST Basic SWAT Operator course or equivlant; annual department refresher.
Compliance mechanisms	To be used by officers who have been trained in the proper use as directed by a watch commander, SWAT commander, or appropriate supervisor, based on the specific circumstances of a given critical incident.
Type	**SAF Smoke™**
Description	An approximately 2.35"x 6" smoke pyrotechnic device.
Quantity	0 (50 sought)
Capabilities	Produces white smoke for 20-40 seconds.
Expected lifespan	5 years
Manufacturer's description	The Saf-Smoke™ Grenade was designed for training, but may also be used in operations. The Saf-Smoke Grenade offers the same approximate burn times as the Spede-Heat™ Grenade in CN or CS and the Riot Control Grenade in CN or CS. The similar burn times may make it the appropriate choice for training or simulation deployment of chemical agent canisters. The Saf-Smoke formulation is considered to be less toxic than Hexachloroethane (HC) smoke. The Saf-Smoke Grenade emits a very white smoke.
Purpose and authorized uses	The device is designed primarily for tactical situations to conceal officer movements.
Fiscal impact	$30 per canister
Legal and procedural rules	It is the policy of the Department to use smoke only for official law enforcement purposes.
Required training	POST Basic SWAT Operator course or equivlant; annual department refresher.
Compliance mechanisms	To be used by officers who have been trained in the proper use as directed by a watch commander, SWAT commander, or appropriate supervisor, based on the specific circumstances of a given critical incident.
Type	**Distraction Device: CTS Model 7290**
Description	A non-bursting, non-fragmenting distraction device that produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.
Quantity	0 (additional devices maintained by PPD)
Capabilities	Produces 175db output and 6-8 million candela of light.
Expected lifespan	Until used.

Manufacturer's description	The CTS 7290 is the standard for diversionary flash-bang devices. The 7290 produces an 175db and 6-8 million candela of light output. The patented design of the 7290, incorporates a porting system that eliminates movement of the body at detonation even if the top or bottom of the device should be in contact with a hard surface. In addition, internal adjustments have greatly reduced smoke output.
Purpose and authorized uses	To produce atmospheric over-pressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.
Fiscal impact	$44 per device. Approximately $900 annually for training and operational readiness.
Legal and procedural rules	It is the policy of the Department to utilize distraction devices only for official law enforcement purposes, and pursuant to State and Federal law. Refer to policy 300.
Required training	POST Basic SWAT Operator course or equivlant; annual department refresher.
Compliance mechanisms	To be used by officers who have been trained in the proper use as directed by a watch commander, SWAT commander, or appropriate supervisor, based on the specific circumstances of a given critical incident.
Type	**Distraction Device: CTS Model 7290M**
Description	A non-bursting, non-fragmenting distraction device that produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.
Quantity	80 (Purchasing an additional 20 to maintain 100 in inventory)
Capabilities	Produces 175db output and 6-8 million candela of light.
Expected lifespan	Until used.
Manufacturer's description	The CTS 7290M Mini Flash-Bang is the newest generation in the evolution of the Flash-Bang. Our Model 7290M Flash-Bang exhibits all of the same attributes of its larger counterpart but in a smaller and lighter package. The patented design of the 7290M, incorporates a porting system that eliminates movement of the body at detonation even if the top or bottom of the device should be in contact with a hard surface. In addition, internal adjustments have greatly reduced smoke output.
Purpose and authorized uses	To produce atmospheric over-pressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.
Fiscal impact	$43 per device. Approximately $900 annually for training and operational readiness.
Legal and procedural rules	It is the policy of the Department to utilize distraction devices only for official law enforcement purposes, and pursuant to State and Federal law. Refer to policy 300.
Required training	POST Basic SWAT Operator course or equivlant; annual department refresher.
Compliance mechanisms	To be used by officers who have been trained in the proper use as directed by a watch commander, SWAT commander, or appropriate supervisor, based on the specific circumstances of a given critical incident.
Type	**Distraction Device: CTS Model 7290-9**

Description	A non-bursting, non-fragmenting multi-bang distraction device that produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.
Quantity	20 (Purchasing an additional 30 to maintain 50 in inventory)
Capabilities	Produces 9 individual but consecutive bangs contained within one device.
Expected lifespan	Until used.
Manufacturer's description	The patented multi-bangs feature top and bottom non-fragmenting, minimal movement devices that perform with high reliability incorporating CTS Superior fuze components with the patented and US Army adopted Confidence Clip and pin shroud.
Purpose and authorized uses	To produce atmospheric over-pressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.
Fiscal impact	$153 per device. Approximately $1200 annually for training and operational readiness.
Legal and procedural rules	It is the policy of the Department to utilize distraction devices only for official law enforcement purposes, and pursuant to State and Federal law. Refer to policy 300.
Required training	POST Basic SWAT Operator course or equivlant; annual department refresher.
Compliance mechanisms	To be used by officers who have been trained in the proper use as directed by a watch commander, SWAT commander, or appropriate supervisor, based on the specific circumstances of a given critical incident.

Type	Recon Robotics Throwbot®
Description	Compact throwable robotic device that provides real time video and audio to the operator.
Quantity	1
Capabilities	The unit can be directed to move through a structure and transmit realtime video and audio.
Expected lifespan	10+ years
Manufacturer's description	The Throwbot® robot is a throwable micro-robot platform that enables operators to obtain instantaneous video and audio reconnaissance within indoor or outdoor environments. Designed to withstand repeated drops of up to 30 feet (9 m) onto concrete, the Throwbot® robot can be thrown into hazardous situations in order to allow operators to quickly make informed decisions when seconds count. This micro-robot is designed to be able to crawl over a variety of terrain, clearing obstacles up to 2" (5 cm) tall.
Purpose and authorized uses	This robot can locate and identify subjects, confirm presence of hostages and reveal the room layout. The unit can function as a pole camera facilitating the inspection of attics, rooftops and crawl spaces. This information crucial for planning and determining the best course of action.
Fiscal impact	$16,538 for the initial purchase. No ongoing costs exepected.
Legal and procedural rules	It is the policy of LPD to utilize this device only for official law enforcement purposes pursuant to State and Federal law.
Required training	Agency authored course and annual refresher.

Compliance mechanisms	To be used by officers who have been trained in the proper use as directed by a watch commander, SWAT commander, or appropriate supervisor, based on the specific circumstances of a given critical incident.

Allied Agency Equipment -Type	Use Category (note: no fiscal imact or other impacts expected)
Armored Vehicle(s)	Use conistent with LPD policies related to simlar equipment
Chemical Agents (CS, CN, OC)	Use conistent with LPD policies related to simlar equipment
Flash Bangs	Use conistent with LPD policies related to simlar equipment
UAV's (drones)	Used for locating and/or surveilling suspects, missing persons, etc. Also used for checking locations prior to deploying personnel.
Robots	Used for locating and/or surveilling suspects. Also used for checking locations prior to deploying personnel to avoid encountering armed/dangerous subjects.
.50 Cal Rifle	Used to penetrate barriers and to incapacitate vehicles that may otherwise be difficult to stop (example: armored vehicles)
Explosive Breaching- Detonation	Used to defeat breach various entry points
Battering Ram (attached to vehicle)	Used to defeat breach various entry points
Gas Ram/Pole (attached to vehicle)	Used to defeat breach various entry points and deploy chemical agents where appropriate
Less Lethal Launchers/Munitions	Use conistent with LPD policies related to simlar equipment
Armored Tractor(s)	Used to access areas when unsafe to do so by other means

Expected Acquisitions (FY 21-22 / FY 22-2	Use Category
Additional purchases of current inventory items	re-supply and additions to most authorized categories in order to maintain operational readiness. See individual items above for intended use, fiscal impacts, and additional information

2.36.200 Military equipment policy.

A. The City Council has made the following determinations:

1. The military equipment inventoried and presented to the City Council is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety;

2. The proposed military equipment policy ("policy") will safeguard the public's welfare, safety, civil rights, and civil liberties;

3. The equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety (if any);

4. Prior military equipment use complied with the applicable equipment use policy (which included equipment now defined as military equipment) that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

B. The police department has submitted a proposed policy to the City Council and has made those documents available on the police department's website for at least 30 days prior to the public hearing concerning the military equipment at issue.

C. The policy was considered by the City Council as an agenda item in an open session of a regular meeting, noticed in accordance with the Ralph M. Brown Act, at which public comment was permitted.

D. The policy shall be made publicly available on the police department's website for as long as the military equipment is available for use.

E. The police department shall submit an annual military equipment report to the City Council, containing the information required in Government Code Section 7072, and the City Council shall determine whether each type of military equipment identified in that report has complied with the standards for approval set forth in subsections (A)(1) through (A)(4) of this section.

F. The City Council shall review this section, and vote on whether to renew it, on an annual basis at a regular meeting, in accordance with Government Code Section 7071(e)(2).

G. The City Council approves the policy and its use and finds that it satisfies the requirements of Government Code Section 7070(d). (Ord. 2134 § 1, 2022)

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION RECEIVING THE LIVERMORE POLICE DEPARTMENT'S *ANNUAL MILITARY EQUIPMENT REPORT 2022,* AND DETERMINING THAT THE EQUIPMENT IDENTIFIED IN THE REPORT COMPLIES WITH THE APPLICABLE STANDARDS, AND DETERMINING THAT LIVERMORE MUNICIPAL CODE SECTION 2.36.200 *MILITARY EQUIPMENT POLICY* SHOULD BE RENEWED AND REMAIN IN EFFECT

On September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 (enacting Government Code section 7070, et seq.), for the use of military equipment by California law enforcement agencies.

The statutes enacted by AB 481 seek to provide transparency, oversight, and an opportunity for meaningful public input on decisions regarding whether and how military equipment is funded, acquired, or used by local police departments. The Livermore Police Department is in possession of and acquires certain items of equipment that qualify as "military equipment" as defined by the applicable statutes.

On April 11, 2022, the City Council conducted a public hearing to receive input and comments on the City's proposed military equipment policy, and thereafter introduced, and on April 25, 2022, adopted Ordinance No. 2134 adding section 2.36.200 *Military Equipment Policy* to the Livermore Municipal Code.

Consistent with the statutes enacted by AB 481, the Livermore Police Department prepared the *Annual Military Equipment Report 2022,* attached hereto as Exhibit A, and it held a community engagement meeting on March 21, 2023, for public questions regarding the funding, acquisition, and use of the listed equipment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby receives the Livermore Police Department's *Annual Military Equipment Report 2022,* attached hereto as Exhibit A, and based upon that report and the information presented in the staff report for this resolution hereby determines that:

1. The equipment is necessary, because there are no reasonable alternatives that can achieve the same objectives of officer and civilian;
2. The equipment policy (Policy 709) will safeguard the public's welfare, safety, civil rights, and civil liberties;
3. The equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian; and,
4. The use of the equipment complied with the policy that was in effect at the time.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that it hereby determines that the policy set forth in Livermore Municipal Code section 2.36.200 *Military Equipment Policy* should be renewed and remain in effect.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on April 10, 2023, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

ATTEST:

_____
Marie Webber
City Clerk

APPROVED AS TO FORM:

/s/ Katherine Mirassou
Katherine Mirassou
Deputy City Attorney

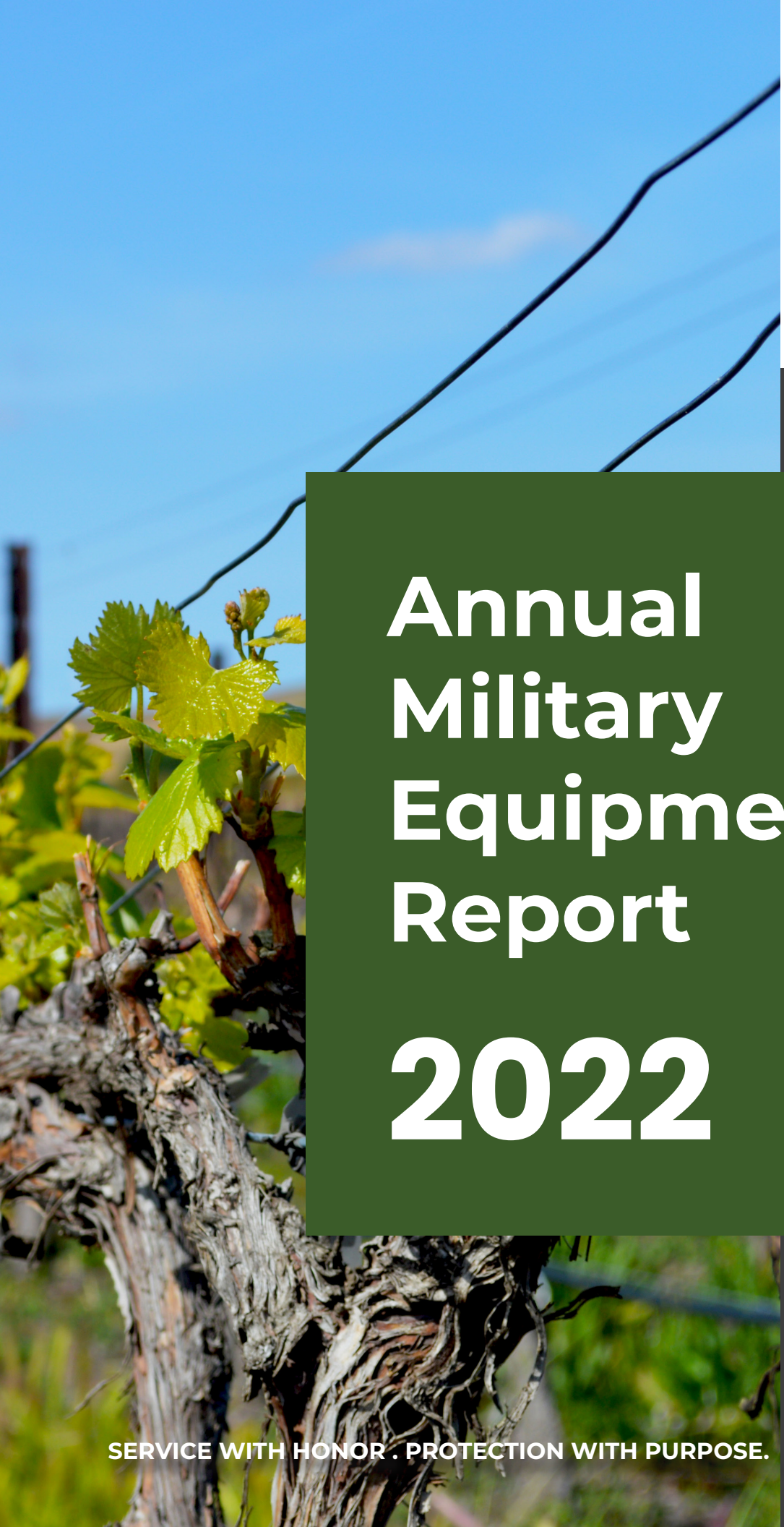
Exhibit A -Annual Military Equipment Report 2022

EXHIBIT A

Livermore
Police
Department

Annual Military Equipment Report

2022



SERVICE WITH HONOR . PROTECTION WITH PURPOSE.

Table of Contents

Introduction 3

Definitions 4

Community Concerns & Complaints 6

Internal Audit & Inventory 6

2022 Deployment Statistics 8

2022 Equipment Purchases 10

Proposed Equipment Purchases 11

Conclusion 12

APPENDIX
Military Equipment Inventory

Introduction



Effective January 1, 2022, Assembly Bill (AB) 481 requires law enforcement agencies to obtain approval of the applicable governing body (Mayor and City Council), by adoption of a military equipment use policy prior to taking certain actions relating to the funding, acquisition, or use of military equipment.

On September 30, 2021, the Governor of the State of California approved Assembly Bill 481 (codified as sections 7070-7075 of the California Government Code) requiring law enforcement agencies, such as the Livermore Police Department, to have a military use policy approved by the City Council prior to requesting, seeking funding, acquiring or using military equipment. Assembly Bill 481 allows the governing body to approve the policy within its jurisdiction only if it determines that the military equipment meets specified standards.

On April 11, 2022, the Livermore City Council approved Ordinance Section 2.36.200 *Military Equipment Policy*. As required by Assembly Bill 481 and the Ordinance, the Livermore Police Department must prepare a report on the use of each type of military equipment approved in the Policy over the last year. Subsequently, the City Council must then review the Ordinance, Policy and Annual Report, and determine whether the Department's use of military equipment in the past year complied with the Policy, and whether to continue the Ordinance and Policy, take action (by ordinance) to modify the Policy, or repeal the Ordinance.

As set forth in the Policy, the Livermore Police Department retains and employs limited military equipment to safeguard its community. LPD officers, certified instructional staff, and specialized units receive training throughout the year on the use of military equipment approved under the Policy.

This Annual Report outlines the Livermore Police Department's military equipment inventory and usage, community complaints over use of military equipment, and internal audits from January 1, 2022 through December 31, 2022. The Department will submit its Military Equipment Annual Report to City Council annually.

Definitions

The Assembly Bill has designated the following categories of items as military equipment.

NOTE: The Livermore Police Department does not possess or use many of these types of equipment and does not currently have plans to acquire any new types of equipment not currently in use by the department or its partner agencies.

EQUIPMENT CATEGORY 1

- Unmanned, remotely piloted, powered aerial or ground vehicles

EQUIPMENT CATEGORY 2

- Mine-resistant ambush-protected vehicles or armored personnel carriers

EQUIPMENT CATEGORY 3

- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached

EQUIPMENT CATEGORY 4

- Tracked armored vehicles that provide ballistic protection to their occupants

EQUIPMENT CATEGORY 5

- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units

EQUIPMENT CATEGORY 6

- Weaponized aircraft, vessels, or vehicles of any kind

EQUIPMENT CATEGORY 7

- Battering rams, slugs, and breaching apparatuses that are explosive in nature

EQUIPMENT CATEGORY 8

- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition

Definitions (continued)

EQUIPMENT CATEGORY 9

- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code §30515, with the exception of standard-issue handguns

EQUIPMENT CATEGORY 10

- Any firearm or firearm accessory that is designed to launch explosive projectiles

EQUIPMENT CATEGORY 11

- Noise-flash diversionary devices and explosive breaching tools

EQUIPMENT CATEGORY 12

- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray

EQUIPMENT CATEGORY 13

- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices

EQUIPMENT CATEGORY 14

- Kinetic energy weapons and munitions

EQUIPMENT CATEGORY 15

- Any other equipment as determined by a governing body or a state agency to require additional oversight

Community Concerns & Complaints

In April of 2022, the Livermore Police Department published its Military Equipment Policy on the Transparency & Information section of its website.

Community concerns and complaints can be received in-person at the police department, online via the department's website, contact with officers in the field, telephone, or email.

The department has solid internal procedures for investigating complaints in an impartial manner. We are committed to efficiently and fairly resolving complaints.

In 2022, there were no community complaints, and therefore, no internal investigations were conducted.



Internal Audit & Inventory

In accordance with Livermore Police Department policy 709.3 (c), the department's military equipment coordinator, designated as the Force Options Unit Lieutenant, is required to complete an internal inventory of all military equipment within the department at least once annually.

During the calendar year of 2022, two internal inventories of the department's military equipment were conducted. The first was completed on February 18, 2022, which identified all of the department's military equipment in preparation of the implementation of Assembly Bill 481.

Internal Audit & Inventory (continued)

The second internal inventory was initiated in December 2022. That inventory focused on current military equipment and proposed military equipment needs for the 2023-24, and 2024-25 fiscal years. All current military equipment was found to be in good shape and working order.

An audit of the use of military equipment was completed by the Force Options Unit Lieutenant. The audit confirmed that department personnel were in compliance with Policy 709 in the use of military equipment.

The full inventory of all military equipment owned by the Livermore Police Department is attached as an appendix to this report.



2022 Deployment Statistics

NOTE: These statistics include incidents where the Livermore Police Department assisted within other jurisdictions.

KINETIC ENERGY PROJECTILE DEPLOYMENT (3):

Date	Case #	Description
07/10/22	22-3463	Kinetic projectile deployed at suspect who was wanted for stabbing two people. The kinetic projectile was ineffective. Suspect was later taken into custody without incident.
08/19/22	22-4144	Kinetic projectile deployed during high risk stop on a suspect wanted for a restraining order violation. A firearm was possibly involved. Suspect was struck with the projectile, surrendered, and was taken into custody.
12/08/22	22-6185	Kinetic projectile deployed on a suspect wanted for kidnapping and domestic violence. The suspect was struck and taken into custody.

ARMORED RESPONSE VEHICLE DEPLOYMENT (11):

Date	Case #	Description
02/05/22	N/A	Domestic violence incident involving a shooting in Pleasanton. Surround and call out (SWAT PPD).
02/17/22	22-972	Warrant service of a suspect who had a warrant for his arrest for threats against a Livermore Police Officer. Pedestrian take down (SWAT LPD).
03/02/22	22-904	High risk car stop on an attempted homicide/domestic violence suspect in Oakland (SWAT LPD).
04/15/22	22-1999	Deployed during homicide investigation to execute search warrant.
05/09/22	22-2402	Deployed during a possible armed domestic violence situation. No crime.
05/19/22	N/A	Domestic violence incident with shots fired in Pleasanton. PPD wrote a report (SWAT PPD).
06/19/22	22-3120	Domestic violence incident with a suicidal subject. Subject arrested without incident and firearms seized.
7/16/22	22-3585	Assist with homicide investigation.
8/25/22	22-4156	Surround and callout of robbery suspects in Fremont. Suspects used firearms in the robbery (SWAT LPD).
09/14/22	N/A	Domestic violence incident with a firearm in Pleasanton. Surround and call out (SWAT PPD).
09/28/22	22-4911	Armed suicidal subject. Subject placed on psychiatric hold without incident.

2022 Deployment Statistics (continued)

DRONE/ROBOT DEPLOYMENT (8):		
Date	**Case #**	**Description**
02/05/22	N/A	Drone used to clear residence of a domestic violence shooting suspect in Pleasanton. Surround and call out (SWAT PPD).
04/15/22	22-4144	Drone used during homicide investigation to execute search warrant.
05/16/22	22-2575	Drone used to search a residence for a domestic violence suspect. Suspect was taken into custody without incident.
05/19/22	N/A	Robot and drones used to locate a domestic violence suspect with shots fired in Pleasanton. PPD wrote a report (SWAT PPD).
08/25/22	22-4156	Drone used to clear a residence of a robbery suspect. Suspects used firearms in the robbery.
09/14/22	N/A	Drone used to surveil residence of a domestic violence suspect. The suspect was armed with a firearm in Pleasanton. Surround and call out (SWAT PPD).
10/19/22	22-5316	Drone used to search open field for felony battery suspect.
11/19/22	22-5903	Drone used to search open field for missing person at risk.

EXHIBIT A

2022 Equipment Purchases

FISCAL YEAR 2021-2022			
EQUIPMENT	QUANTITY	UNIT COST	TOTAL COST
40mm Less Lethal Launcher	1	$3,820.00	$3,820.00
AR-15 Rifles	5	$1,312.00	$6,560.00
AR-15 Rifles (SWAT)	15	$1,045.00	$15,670.00
FN303 Less Lethal System	1	$4,370.00	$4,370.00

FISCAL YEAR 2022-2023			
EQUIPMENT	QUANTITY	UNIT COST	TOTAL COST
AR-15 Rifles	5	$1,312.00	$6,560.00

Proposed Equipment Purchases

AB481 Military Equipment purchases are planned in the same way as all Livermore Police Department budgeted expenditures.

The proposed purchases are shown in the fiscal year in which they will be purchased, pending approval by the City Council and the Mayor.

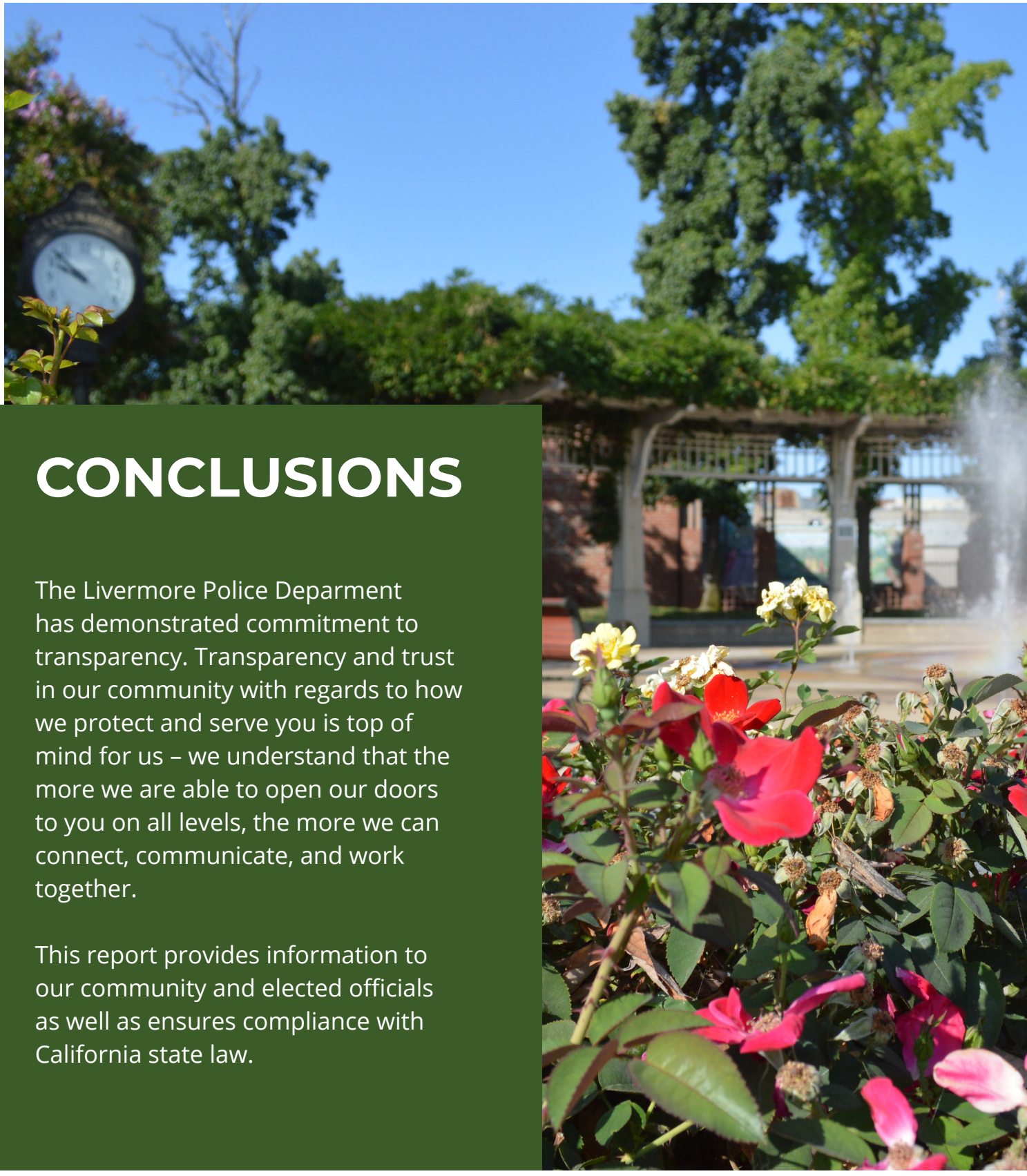
All AB481 purchases have been and will be made with monies from the General Fund, with the exception of the planned purchase of an Unmanned Aerial System. The UAS program proposed purchases will be made with local asset seizure funds.

FISCAL YEAR 2023-2024

EQUIPMENT	QUANTITY	UNIT COST	TOTAL COST
LMT Standalone Shorty 40mm Launcher	1	$3,800.00	$3,800.00
Noise Flash Distraction Device	20	$175.00	$3,500.00
40mm Launcher	1	$2,700.00	$2,700.00
AR-15 Rifles	5	$1,188.00	$5,940.00
Axon Air, DJI Mavic 3 Enterprise	4	$3,958.00	$15,832.00
Axon Air, DJI AVATA	4	$1,587.00	$6,348.00
Axon Air, DJI Matrice 300 RTK (NA) SP Plus	1	$13,199.00	$13,199.00

FISCAL YEAR 2024-2025

EQUIPMENT	QUANTITY	UNIT COST	TOTAL COST
Gas Multi Launcher 40mm	1	$4,200.00	$4,200.00
LMT Standalone Shorty 40mm Launcher	1	$3,800.00	$3,800.00
Noise Flash Distraction Device	20	$175.00	$3,500.00
40mm Launcher	1	$2,700.00	$2,700.00
AR-15 Rifles	15	$1,188.00	$17,820.00
FN303 Launcher	1	$2,750.00	$2,750.00



CONCLUSIONS

The Livermore Police Deparment has demonstrated commitment to transparency. Transparency and trust in our community with regards to how we protect and serve you is top of mind for us – we understand that the more we are able to open our doors to you on all levels, the more we can connect, communicate, and work together.

This report provides information to our community and elected officials as well as ensures compliance with California state law.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 7.2**

DATE: April 10, 2023

TO: Honorable Mayor and City Council

FROM: Andy Ross, Economic Development Manager

SUBJECT: Discussion and Direction regarding Comprehensive General Plan Update - Land Use Alternatives Evaluations and a Resolution amending the General Plan Advisory Committee Rules of Procedure.

RECOMMENDED ACTION

Staff recommends the City Council:

1. Receive a report from staff on the status of the comprehensive General Plan Update and the land use alternatives evaluation process,
2. Direct staff to include the geographic area east of Greenville Road in the evaluation study for the General Plan Update; and
3. Adopt a resolution amending the General Plan Advisory Committee Rules of Procedure reducing the number of members to thirteen, except that in the event of a future vacancy the committee's membership will be reduced to the number of remaining members, and adjusting the number required to constitute a quorum to a majority of members.

SUMMARY

The General Plan project team (project team) previously presented project status of the General Plan Update and land use alternatives to the City Council and has made significant progress in the preparation of a land use evaluations report. During the evaluation period, the project team has received new feedback and information. The project team would like to update the Council and seek Council direction and input as the General Plan Update process continues.

On September 12, 2022, City Council reviewed a series of draft land use alternatives and directed staff to evaluate the alternatives as part of the General Plan Update. Based on the evaluation conducted so far, the project team has made initial findings in advance of the full report for topics such as jobs-housing match, industrial land supply, and the ability to accommodate future Regional Housing Needs Allocations. Based on these topic areas, the initial findings indicate that the City should consider ways to accommodate and facilitate additional job creation.

On February 8, 2023, the General Plan Advisory Committee (Committee) began workshop discussions assessing existing General Plan Goals, Objectives, and Policies. The Committee's feedback included the importance of community identity, balancing housing with employment generating land uses, ensuring adequate commercial and industrial land capacity, and exploring geographic areas east of Greenville Road. The area east of Greenville Road is relatively flat and outside the City's municipal and urban growth boundaries but generally within the City's sphere of influence. Additionally, the project team received input from the business and commercial brokerage community asking the project team to explore ways to maintain adequate supply of commercial industrial land and consider evaluating areas outside the City to provide opportunities for existing commercial/industrial businesses to continue to grow and expand in Livermore. For these reasons, the project team recommends Council direct staff to evaluate commercial/industrial land uses on the eastside of Greenville Road as part of the draft land use alternatives evaluation process.

In addition, the General Plan Advisory Committee continues to meet on a variety of topic areas related to the General Plan Update process. Over time, six of the 19 Council appointed Committee members have resigned their positions. Staff recommends Council amend the Committee rules of procedure to reduce the number of members to thirteen and adjust the number of members needed for a quorum from 10 to a majority of the current membership (or 50% plus 1). In the event of a future vacancy, the committee's membership will be reduced to the number of remaining members. In the event the membership falls below nine members, staff recommends City Council direct staff to return with a recommendation on future amendments to the committee's composition.

DISCUSSION

BACKGROUND

The General Plan is the City's long-range policy document for growth, land use, sustainability, and resource and open space conservation. The current planning period for the City's General Plan is 2003-2025. Adopted in 2004, the City's General Plan is almost 20 years old. The traditional planning period for updating the General Plan is 10-20 years. A comprehensive General Plan update is required due to the age of the current document and data that supports it (e.g. traffic and environmental impact studies).

Since the last comprehensive General Plan update, many state and regional policies have changed, which can have an influence on local policy. In addition, the comprehensive General Plan update process offers the community and City an opportunity to re-evaluate existing General Plan policies and develop new ones that address shifts in community priorities, technologies, and current land use and real estate market trends.

On March 1, 2021, the City Council set goals and priorities for Fiscal Years 2021-2023 and identified the Comprehensive General Plan Update as a priority. On June 28, 2021, City Council authorized a contract with PlaceWorks as the consultant team for the General Plan Update Project. On October 7, 2021, following a three-month recruitment, selection, and interview process, the City Council appointed a 19-member General Plan Advisory Committee (Committee).

On March 14, 2022, the City Council approved the General Plan Vision Statement which will be the basis for the General Plan update and describes the future of Livermore as the community would like it to be in 2045. On April 1, 2022, the project team completed the Existing Conditions Reports which analyzed and

summarized various conditions in Livermore to help the community and project team understand the issues and opportunities facing the City as we collectively plan to horizon year 2045 and inform future policy and land use discussions and decisions.

On September 12, 2022, City Council reviewed a series of draft land use alternatives that represent a range and mix of land use types and directed staff to evaluate the alternatives for the General Plan Update. (See Attachment 1, September 12, 2022, City Council Report for more information about the land use alternatives).

On March 13, 2023, the project team presented the draft General Plan 2023-2031 Housing Element (the General Plan is currently comprised of 10 separate elements) to the City Council. City Council approved the draft document. Following Council adoption, the project team submitted it to the State Department of Housing & Community Development for certification. On March 24, 2023, the State found the adopted Livermore Housing Element in full compliance with State Law.

The Vision Statement, Existing Conditions Reports, Land Use Alternatives, and Housing Element are published on the project website (imaginelivermore2045.org). In addition, the project website provides background information, project updates as major milestones are achieved, links to relevant documents, and information about how to become involved in the General Plan Update process. The website includes information about community events and General Plan Advisory Committee meetings and also provides access to online surveys and interactive exercises.

For several months, the project team has been working with the Committee to learn about key topics necessary to evaluate the land use alternatives. On February 8th, the Committee began discussing General Plan Goals, Objectives, and Policies.

PROJECT DESCRIPTION - DRAFT LAND USE ALTERNATIVES

A major component of the General Plan Update process is modifying the General Plan Land Use Map to align with the Vision and plan for future growth. The new General Plan Land Use Map will be developed iteratively through creation and evaluation of draft land use alternatives to ultimately select a preferred land use scenario. The City Council will provide direction on the preferred scenario.

Throughout 2022, the project team led a process, which included community engagement, collecting, and summarizing themes and topics that emerged from community and Committee discussion, evaluating population trends and market factors, and ultimately developing the Draft Land Use Alternatives. The Draft Land Use Alternatives explore a range of commercial, industrial, and residential growth options within four focus areas. The intent of the draft land use alternatives is to sustain and improve quality of life, accommodate future community and market needs, support local job growth, and to respond to future State mandated housing needs cycles through 2045. To arrive at a preferred land use scenario, the project team is following a 5-step process. Currently, the project team is in Step 3- Evaluation of Alternatives- and comparing the different outcomes of the alternatives against a set of metrics. (Please see Attachment 1, September 12, 2022, City Council Report, which describes the land use alternatives and process.) The preferred land use scenario will not likely be any one of the alternatives. Rather, the project team assumes the preferred scenario will be a hybrid and include elements from various alternatives.

Initial Findings of Land Use Evaluation

The project team has reviewed the land use alternatives against a set of metrics and is currently preparing the draft evaluations report; however, the project team has noted some initial findings. (Attachment 2, PlaceWorks Memo: Livermore Land Use Alternatives Evaluation Preliminary Findings). To understand the citywide implications of additional growth, the project team created three citywide land use alternatives by combining the focus area alternatives. The project team has organized the preliminary findings from the alternatives evaluation into the following topic areas:

- Jobs-Housing Match
- Industrial Land Supply
- Ability to Accommodate Future Regional Housing Needs Allocations

Jobs-housing Match. A high number of jobs relative to residents typically indicates that workers are commuting into the community. A low number of jobs and high number of residents typically indicates that workers are commuting out of the community for work. Based on existing conditions, plus net new employees and new population projected through 2045 under each alternative, all alternatives would result in a slightly lower jobs to employed residents ratio compared to 2020 existing conditions. The findings suggest that the City will need to explore additional land use changes to accommodate job growth. In-and-out-commuting will continue under any alternative even with at an ideal jobs-to-employed residents ratio of 1.0. However, a strategy that strives for a jobs-housing match and encourages land uses that generate high quality jobs will make it more feasible for residents to find local jobs and reduce the number that commute.

Industrial Land Supply. Preliminary findings and historical trends raise concerns about how to balance the City's ability to meet housing obligations and achieve its Economic Goals. According to data collected by Colliers International (a Commercial and Industrial Brokerage firm), over the course of the twenty-year period from 2002-2022 the absorption rate of commercial and industrial land was approximately 207-acres and 385-acres, respectively. The project team investigated the cumulative citywide effect of replacing existing industrial and commercial land with other uses in Focus Areas. Specifically, the project team examined the Southfront Road/Vasco Road (Midtown) and East Avenue/Vasco Road Focus Areas, which are currently comprised mostly of industrial land uses. A shift to residential land use designations could impact the ability to grow existing business and attract new ones consistent with the City's Economic Strategic Plan. To determine how much industrial land would be changed to other uses, the project team calculated the total amount of land citywide with an industrial designation under each alternative. All citywide land use alternatives result in a net loss of industrial land ranging from approximately 80 to 140 acres.

Regional Housing Needs Allocation (RHNA). All of the draft alternatives include sufficient amounts of residential designations to accommodate the 6th cycle RHNA of 4,570 units covered in the adopted 2023-2031 Housing Element. These housing units are planned for but not yet built, so they are included in the calculations of future new homes under each alternative. The project team evaluated each alternative to understand if the 7th and 8th RHNA cycles, which will occur during the lifespan of the new General Plan, could also be accommodated under the citywide land use alternatives. This high-level analysis does not consider the specific income or density requirements for housing sites per State Housing Element Law. At a gross scale, the three citywide alternatives varied in their ability to meet RHNA, ranging from meeting the projected housing demands of the 7th cycle to meeting the 8th RHNA cycle plus a buffer. The ability to meet state housing obligations comes with trade-offs in terms of the loss of industrial land and the ability to accommodate other land uses and community needs within the

City's existing urban growth boundaries. In other words, to meet projected State mandates for new housing, commercial/industrial land will likely need to be rezoned for housing.

GENERAL PLAN ADVISORY COMMITTEE AND FEEDBACK

The Committee is currently comprised of 13 members that represent the Livermore community in the development of the Livermore 2045 General Plan. The Committee's role is to ensure continuous and balanced public representation and provide feedback that conveys the community's perspectives and local knowledge. The Committee provides feedback on work products, serve as liaisons to the broader community, and advises the project team on effective outreach and engagement.

In 2021, the City Council formed a 19-member Committee. Since that time six members have resigned their positions due to other personal or work commitments. The project team has spent the past year and half onboarding and educating the Committee. Currently, the project team does not recommend adding additional Committee members. However, the current rules of procedure state that a quorum of members is ten. Staff recommends Council amend the rules to state the Committee size is 13, a majority (50% plus 1) constitutes a quorum, and any future resignations from the body do not need to be filled. In the event Committee membership is reduced below nine, staff would return to Council with a recommendation on future amendments to the committee's composition.

On February 8, 2023, the General Plan Advisory Committee met to review and provide feedback on the existing General Plan Goals, Objectives, and Policies. The summary of feedback provided included:

- Create/Define Livermore's "Identity" as a leader and innovator in science and technology, conservation and cultural amenities.
- Explore growth opportunities for industrial campus environments outside of the City in the geographic area east of Greenville Road. (The area east of Greenville Road is relatively flat, outside the City's municipal and urban growth boundaries, and currently under the land use jurisdiction of Alameda County).
- Expand investments in the South Livermore Valley wine region, including creation of a gateway to enhance visitor experience.
- Ensure positive stewardship of land immediately outside of the Urban Growth Boundary.
- Balance the need for new residential uses (near services, transit, and other amenities) with an adequate commercial-industrial land inventory of sites appropriate for future job creation.
- Replenish the inventory of commercial and industrial land that is re-designated for residential uses.
- Explore opportunities for higher education, an open research campus with National Labs, and opportunities for biotech and high-quality commercial businesses.
- Ensure Jobs/Housing Match to balance in-out-commuting: pairing a spectrum of housing options and affordability levels with a corresponding range of job opportunities and wage diversity.
- Ensure adequate infrastructure that can adapt to changing conditions.
- Explore broader issues related to public health.
- Establish a General Plan Monitoring Program to document and track progress.

A full summary of GPAC feedback from February 8, 2023 is found in Attachment 3. Further, on March 8, 2023, the GPAC met with subject matter experts to discuss the South Livermore Valley and its relationship to the City's General Plan. Experts included the leadership from the Wine Community (formerly the Livermore Valley Wine Growers Association) and the Tri-Valley Conservancy. Speakers

expressed the importance of conservation and revitalization efforts of the Livermore wine region and outlined possible policy considerations for the General Plan Update including funding and financing opportunities, conservation programs, and infrastructure investments.

COMMUNITY INPUT AND UPCOMING ENGAGEMENT STRATEGY

In addition to the Committee feedback, the project team has heard from local industrial businesses and the commercial brokerage community about the desire to continue to grow in Livermore. However, limitations of commercial and industrial land inventory pose challenges to expansion. Many businesses have requested the City explore increasing industrial land capacity in the geographic area east of Greenville Road as part of the General Plan land use evaluation study. (Attachment 4, Topcon letter dated February 14, 2023).

Following City Council direction and the project team's evaluation of the draft land use alternatives, the project team will employ a community engagement strategy including a series of workshops, pop up engagements, and online activities to gain community feedback on the draft land use alternatives and the tradeoffs outlined in the evaluation study. The project team anticipates the community engagement process to occur in the early summer of 2023. Community input received will help inform the preferred land use scenario.

FISCAL AND ADMINISTRATIVE IMPACTS

On June 28, 2021, the City Council authorized a consultant contract for the comprehensive General Plan Update (including a Housing Element update and Environmental Impact Report) for a term of approximately three-years and a budget of approximately $2,800,000. The update requires significant staff resources and departmental coordination. The work program consists of preparation of an assortment of technical studies, collections of local and regional data, and analysis of a broad range of policy issues and land use alternatives. Council's direction to explore additional land use changes is within the scope of the project. The project schedule would be adjusted slightly adding approximately two months to the publication of the evaluation report. Adjustments to the contract scope, term, and budget may be necessary in the future. The project team anticipates returning to Council with a Preferred Land Use Scenario before the end of the calendar year.

COMMUNITY PILLAR

2: Economy that Prospers

GOAL

3: Encourage an Innovation Driven Economy
5: Facilitate the development of commercial and industrial projects that provide high quality local jobs and support a diverse local economy

ATTACHMENTS

1. September 12, 2022, City Council Report on Draft Land Use Alternatives
2. Initial Findings Memo

3. Committee Feedback Summary
4. Letter from TOPCON dated February 14, 2023
5. Resolution
6. Exhibit A - General Plan Advisory Committee Revised Rules of Procedure 2023

Prepared by: Andy Ross
Economic Development Manager

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.1**

DATE: September 12, 2022

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Discussion and direction regarding Comprehensive General Plan Update – Draft Land Use Alternatives

RECOMMENDED ACTION

Staff recommends the City Council review the Draft Land Use Alternatives for each of the specific focus areas, receive a presentation from staff, affirm that the draft land use alternatives represent an adequate range and mix of land use types, and direct staff to evaluate the alternatives for the General Plan Update.

SUMMARY

On March 1, 2021, the City Council selected updating the General Plan as a priority and directed staff to seek consultant assistance and develop a 3-year work program. The work program includes a variety of components including visioning, existing conditions assessment, land use planning, policy development, and environmental impact review. In January 2022, the project team began the General Plan land use alternatives process, which will inform the 2045 General Plan Land Use Map. This land use alternatives process includes receiving input from the community and General Plan Advisory Committee in identifying geographical areas that are likely to experience change (focus areas) and preparing a mix of land use alternatives for each focus area.

Following City Council direction, the project team will conduct further in-depth analysis and evaluation of the draft land use alternatives. The evaluation process will take approximately six months after which the project team will conduct extensive community engagement to share the results and discuss tradeoffs. The project team and General Plan Advisory Committee will continue to refine land use alternatives and ultimately develop a preferred scenario, which will return to the City Council for further direction and be integrated into the overall General Plan Land Use Map.

DISCUSSION

BACKGROUND

The General Plan is the City's long-range policy document for growth, land use, sustainability, and resource and open space conservation. The planning period for the City's current General Plan is 2003-2025. Adopted in 2004, the City's General Plan is almost 18 years old. The traditional planning period for updating the General Plan is 10-20 years. A comprehensive General Plan update is required due to the age of the current document and data that supports it (e.g. traffic and environmental impact studies).

Since the last comprehensive General Plan update, many state and regional policies have changed, which can have an influence on local policy. In addition, the comprehensive General Plan update process offers the community and City an opportunity to re-evaluate existing General Plan policies and develop new ones that address shifts in community priorities, technologies, and current land use and real estate market trends.

On March 1, 2021, the City Council set goals and priorities for Fiscal Years 2021-2023 and identified the Comprehensive General Plan Update as a priority. On June 28, 2021, City Council authorized a contract with PlaceWorks as the consultant team for the General Plan Update Project. On October 7, 2021, following a three-month recruitment, selection, and interview process, the City Council appointed a 19-member General Plan Advisory Committee (Committee).

On March 14, 2022, the City Council approved the General Plan Vision Statement which will be the basis for the General Plan update and describes the future of Livermore as the community would like it to be in 2045. On April 1, 2022, the project team completed the Existing Conditions Reports. The Reports analyze and summarize various conditions in Livermore, assist the community and project team in understanding the issues and opportunities facing the City as we collectively plan for the horizon year 2045, and inform future policy and land use discussions and decisions.

On May 23, 2022, the project team presented the draft General Plan 2023-2031 Housing Element (the General Plan is currently comprised of 10 separate elements) to the City Council. City Council directed staff to revise the draft document to incorporate the input received. On July 19, 2022, the project team submitted the Draft Housing Element to the California Department of Housing and Community Development for their 90-day review period.

The Vision Statement, Existing Conditions Reports, and Draft Housing Element are published on the project website (Imaginelivermore2045.org). In addition, the project website provides background information, project updates as major milestones are achieved, links to relevant documents, and information about how to become involved in the General Plan Update process. The website includes information about community events and General Plan Advisory Committee meetings and also provides access to online surveys and interactive exercises.

The comprehensive General Plan Update (including Housing Element Update and Environmental Impact Report) is anticipated to be an approximately three-year project, consisting of preparation of an assortment of technical studies, collection of local and regional data, and analysis of a broad range of policy issues and land use alternatives. Further, the update involves a variety of community engagement events and activities to ensure broad participation and community input. The project team anticipates formal adoption and project completion in early 2024. (However, the Housing Element requires a shorter approval schedule to comply with the state's January 2023 deadline, and separate environmental review).

PROJECT DESCRIPTION

A major component of the General Plan Update process is modifying the General Plan Land Use Map to align with the vision and plan for future growth. The new General Plan Land Use Map will be developed iteratively through creation and evaluation of draft land use alternatives to ultimately select a preferred land use scenario. The process will be shaped by community, Committee, and Planning Commission input. The City Council will ultimately provide direction on the preferred scenario in Spring of 2023.

To arrive at a preferred scenario, the project team is following five steps, described below. Currently, the project team is in step two and is seeking feedback and authorization to evaluate the draft land use alternatives.

1. Focus Area Identification

For many parts of Livermore, the General Plan land use designations remain valid and appropriate and are not expected to change. This task identifies areas where transformation is expected or desired, known as Focus Areas. Focus Areas are typically a combination of many parcels and are many acres in size. The draft Focus Areas are shown in Attachment 1.

2. Create Land Use Alternatives

Using Committee, property owner, and community feedback, the project team prepared three draft land use alternatives for each draft Focus Area that considers a range of different intensities and types of development that could occur over the next 25 years. The current version reflects feedback from the Committee and Planning Commission.

3. Evaluate and Compare Alternatives

Following Committee and Planning Commission review and City Council direction, the project team will begin to compare the differing outcomes of these alternatives against a set of metrics. The evaluation will take approximately six months and consider topics such as those noted below:

- Climate change and resilience
- Public safety
- Equity
- Parks
- Housing supply
- Student generation and school capacity
- Capacity of water, sewer, and storm drainage infrastructure
- Open space preservation and biological resources
- Historic resources
- Aesthetics and urban design
- Fiscal impacts
- Traffic and transportation impacts
- Commercial land use supply (adequate sites and geographic distribution)
- Commercial diversity (product, service, recreation)
- Jobs/housing balance and jobs/housing match

4. Create the Preferred Scenario

Beginning in spring 2023, the project team will present the results of the alternatives evaluation to the community, Committee, Planning Commission, and City Council to choose a preferred scenario for each

Focus Area after considering the relative benefits, trade-offs, and potential impacts of each alternative. The preferred scenario will likely be the result of mixing different combinations of land use types identified in the draft alternatives for each Focus Area.

5. Analyze the Preferred Scenario as part of the Draft General Plan

Once a preferred scenario is finalized, the project team will integrate the preferred scenarios with the citywide General Plan land use map. The Draft General Plan will cover the entire city and analyze proposed growth to understand required infrastructure improvements, the fiscal impacts, and the financing tools and policies available to finance any public costs associated with the preferred scenario. The Draft General Plan, including policies and actions in all elements, will undergo additional analysis in the Draft Environmental Impact Report.

COMMUNITY OUTREACH AND ENGAGEMENT

The project team launched an online activity and hosted eight pop-up events at the Downtown Farmers Market, a local coffee shop, winery, and Civic Center Library to hear the community's ideas about land use changes through 2045 in Livermore. From February to March 2022, Livermore community members were asked to provide input at the pop-ups, meetings with property owners, and an online activity to help identify areas of the city to study for potential change over the next 20 years. In general, the community identified focus areas that included vacant infill parcels, aging shopping centers, and industrial areas in transition.

In addition, the project team sent letters to property owners within the potential focus areas informing them of the General Plan Update process and specifically that land use changes may be considered for their property and within their area. On March 8, 2022, the project team hosted a virtual open house to provide additional information about the General Plan Update and the land use alternatives process and received input from attendees. The project team received approximately a dozen calls and emails from property owners. Most property owners asked questions about the process, others stated their openness to exploring land use changes and wanted to stay involved in the process, and others desired no land use change on their property. In addition, the project team has had dozens of one-on-one discussions with various property owners regarding land use. Staff has also had a number of conversations with local property brokers and developers to gather their feedback about viable development alternatives.

Following City Council direction and the project team's evaluation of the draft land use alternatives, the project team will employ a community engagement strategy including a series of workshops and engagement activities to gain input on the draft land use alternatives. The engagement process is anticipated to occur in the early part of 2023. Input received will help inform the Council's decision making regarding the selection of the preferred scenario.

PLANNING FOR FUTURE GROWTH

Based on regional and state forecasts, the project team anticipates that both population and job growth will continue over the next twenty-plus years and within the time horizon of the 2045 General Plan.

The project team reviewed projections from Association of Bay Area Governments (ABAG) and the Metropolitan Transportation Commission (MTC), the California's Department of Finance, and the US Census Bureau. The project team adjusted projection totals to capture updated existing conditions data (i.e., recent population and employment counts). Currently, Livermore has a population of approximately

91,000 residents and approximately 53,340 jobs. Applying ABAG/MTC forecasted growth rates to updated population and employment counts suggests Livermore could potentially expand to 120,000 residents and 57,000 jobs by 2040.

State law requires jurisdictions to plan for their “fair share” of the regional housing need for households of all income levels. Livermore’s ABAG Regional Housing Needs Allocation (RHNA) for the 2023-2031 planning period, known as the “6th cycle”, is 4,570 housing units, distributed among four income categories that range from Very Low Income to Above Moderate Income. The City must ensure it can accommodate the new RHNA housing unit allocation for the period from 2023 to 2031. Although the RHNA allocation is not a requirement to build housing, the General Plan and Housing Element policies and programs must ensure the City is accommodating housing development and removing common barriers to housing construction.

The City does not need to re-designate or rezone sites to comply with the 6th Cycle RHNA (2023-2031). However, the General Plan extends beyond the end of the 6th Cycle. Assuming continued 8-year RHNA cycles, and that the General Plan’s expected life cycle is until 2045, the updated General Plan should designate sufficient residential land to accommodate the future 7th and 8th cycles. The scale of future RHNA housing allocations is unknown and difficult to predict. However, it is reasonable to assume if the 7th and 8th RHNA is in the same proportion to the existing number of homes as the 6th Cycle RHNA; ABAG could allocate Livermore a combined total of approximately 11,000 new units over the 7th and 8th cycles, covering the years 2031 to 2047.

The draft land use alternatives also provide an opportunity to plan for population and job growth and respond to emerging market conditions. Beyond meeting state obligations and projected growth, planning for a mix of land uses is important to realize a well-rounded community and contribute to overall quality of life.

A healthy mix of land uses helps accomplish a range of broad civic goals such as job creation, cultural experiences, access to amenities and services, and the city's financial stability. In addition to the type and mix of land uses, an important consideration is understanding their relationships and connections to each other, to public services, and to transportation systems (among other market factors). Some land uses benefit from clustering and proximity to each other, whereas other land uses may benefit from wider distribution across the community.

DRAFT LAND USE ALTERNATIVES

The draft land use alternatives explore a range of commercial, industrial, and residential growth within four focus areas. The intent of the draft land use alternatives is to sustain and improve quality of life, accommodate future community and market needs, support local job growth, and to respond to future State mandated RHNA cycles through 2045. This section describes the land use alternatives for each focus area:

- East Avenue - Vasco Focus Area
- Las Positas Court Focus Area
- Laughlin Road Focus Area
- Southfront - Vasco Focus Area

Three different alternatives have been developed for each focus area. Attachment 2 includes maps of

the Draft Land Use alternatives for each of the focus areas and development projections. The draft land use alternatives are based on land use categories described and illustrated in the Place Types Menu in Attachment 3. The Place Types are representative examples. The land use categories within the Focus Areas are not existing General Plan land use designations. At a future phase when a preferred scenario is selected, the land use categories will be refined to either use existing designations, modified designations, or new designations in the General Plan.

The draft land use alternatives provide broad ideas on the types and intensity of development that could occur in the future. Once the City Council selects the preferred land use scenario, the Draft General Plan will include additional policy guidance for these areas to improve circulation, community character, safety, and protect natural resources among other topics.

In addition to the focus areas, current regulations allow for future growth in the Isabel Neighborhood Specific Plan area, Downtown, and other infill sites distributed throughout the City. Further, the project team may also propose to the City Council other small scale land use designation changes to the General Plan Land Use Map. These may be initiated by community input, property owners and/or needed to improve compatibility with existing land uses or neighborhoods. These recommendations will be developed and presented to Council next year, around the time the preferred alternatives are being selected for each focus area.

Development Projections

Each of the draft alternatives prepared for the focus areas is accompanied by a table that summarizes the range of potential net new jobs, housing units, and population each alternative could create. The project team generated the development estimates calculating the minimum and maximum density range allowed by each Place Type. These calculations assume that every parcel would redevelop through the 2045 horizon, a scenario that is unlikely given historic development trends and potential parcel-level site constraints that cannot be projected at this large-scale analysis. In addition, the project team applied an industry standard factor that assumed a portion of each parcel would not be developed to account for roads, landscape setbacks, parking areas, and utilities.

These estimates are meant to provide an array of possibilities that could occur under these draft land use alternatives to help determine whether there is a sufficient range of land use alternatives. The impacts of future growth in jobs and housing will be evaluated once the City Council provides final direction on the range of draft alternatives. The results of this evaluation will be presented to the community, Committee, Planning Commission, and City Council to illustrate tradeoffs and inform the selection of the preferred land use scenario. The project team anticipates presenting the results in Spring 2023.

Below is a summary of each proposed Focus Area identified above and shown in Attachments 1 and 2.

East Avenue - Vasco Focus Area

The East Avenue and South Vasco Road focus area is approximately 40 acres and currently includes a mix of existing predominately light industrial uses and a few rural residential uses. The emergence of commercial uses from winery and brewery businesses have created a new vibrancy to this area that was not originally anticipated by the existing General Plan. The proposed vision for this focus area is a visitor

destination that supports production maker spaces and wine country commercial uses and serves as a gateway to South Livermore Wine region. All three draft alternatives explore variations of a commercial and production maker village that accommodates the sale and cultivation of local products such as coffee, cheese, wine, and beer, along with related dining and entertainment uses. The maker village is activated by differing mixes of new residential uses and parks and open spaces.

Las Positas Court Focus Area

The Las Positas Court focus area is approximately 75 acres and currently includes low-lying industrial/office buildings and undeveloped land that fronts I-580 along with highway-oriented retail commercial uses. Considerations for the northern portion of this focus area include Arroyo Las Positas, flood plain limitations, limited access across the creek and biological resources. All of the alternatives propose adding residential south of Las Positas Court along with a new open space corridor, while preserving or expanding the existing commercial and industrial/office space north of Las Positas Court.

Laughlin Road Focus Area

The Laughlin Road focus area is approximately 270 acres and currently consists of primarily vacant, undeveloped land with minimal light industrial and open space/recreational uses. Much of this focus area is outside of the city limits, but within the Urban Growth Boundary. On the current General Plan map, this focus area is identified as a transit-oriented development in anticipation of a future BART station and maintenance facilities. BART formally decided not to extend service to Livermore. However, the new Valley Link rail system has identified transit stations in Livermore at Isabel Ave and Southfront Road. Therefore, the current urban land use designations may not be appropriate at this location. Considering biological resources and earthquake fault lines in the undeveloped part of this focus area outside the city limits, all three draft alternatives anticipate preserving the majority of the focus area's open space and explore different variations of residential, industrial, and commercial uses along I-580 at the southern and western edges of the focus area.

Southfront-Vasco Focus Area

The Southfront-Vasco focus area is approximately 630 acres and currently includes a mix of existing commercial, office, industrial, and residential land uses. The predominant existing land use is low intensity, light industrial. The existing Altamont Corridor Express (ACE) Vasco train station is located in the southeastern portion of the focus area near the existing Brisa residential neighborhood. In addition, a planned Valley Link train station is proposed within this focus area located within the I-580 median approximately midway between the First Street Interchange and Vasco Road Interchange. The vision for this focus area is a transit oriented, complete neighborhood, with a mix of housing, jobs, and services. Each alternative includes a mix of residential and job supporting land uses in varying proportions. Alternative A is focused on job growth, Alternative B is focused on housing growth, and Alternative C includes a balanced mix of both jobs and housing.

GENERAL PLAN ADVISORY COMMITTEE and PLANNING COMMISSION FEEDBACK

On June 8th and 9th, 2022, the General Plan Advisory Committee met to review and provide feedback on the draft land use alternatives. The Committee is comprised of 19 members that represent the Livermore community in the development of the Livermore 2045 General Plan. The Committee's role is to ensure continuous and balanced public representation and provide feedback that conveys the

community's perspectives and local knowledge. The Committee provides feedback on work products, serves as liaison to the broader community, and advises the project team on effective outreach and engagement.

On June 21, 2022, the Planning Commission met to review and provide feedback on the draft land use alternatives. The role of the Planning Commission is to advise the City Council on the adoption and on-going review of the General Plan and serve as an advisory body to the Council on matters related to city growth and development. In addition, the Commission promotes public interest in planning and encourages citizen participation in the formation of the General Plan.

The Committee and Planning Commission both found the draft land use alternatives to be an appropriate range to pursue further study. In addition, the Committee and Planning Commission provided feedback on the draft land use alternatives that is summarized in Attachment 4. The Committee and Commission recommended modest changes and additions to the mix of land use alternatives within each of the focus areas. The draft land use alternatives have been updated to reflect both Committee and Commission feedback.

FISCAL AND ADMINISTRATIVE IMPACTS

On June 28, 2021, Council authorized a professional services agreement in an amount not to exceed $2,800,000 for a contract term beginning July 1, 2021 and ending July 1, 2024. The City's 2021-2023 Operating Budget includes the General Fund appropriations necessary to cover consultant contract costs through the end of Fiscal Year 2022-23. The development and evaluation of a range of land use alternatives is a task identified in the contract. City staff time and resources has been programmed to participate in the document review, research and analysis, and community outreach related to the evaluation and review of the different possible outcomes resulting for the range of land use alternatives.

ATTACHMENTS

1. Citywide Focus Area Map
2. General Plan Draft Land Use Alternative
3. Land Use Place Types Menu
4. Planning Commission and GPAC Feedback Summary

Prepared by: Andy Ross
Economic Development Manager

Approved by:

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City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

PLACEWORKS

MEMORANDUM

DATE February 24, 2023

TO Andy Ross, Economic Development Manager

FROM Joanna Jansen and Carey Stone, PlaceWorks

SUBJECT Livermore Land Use Alternatives Evaluation Preliminary Findings

This memorandum provides an overview of the land use alternatives process, future job and housing benchmarks, summary of the citywide land use alternatives, and preliminary findings from the alternatives evaluation for select topics. The alternatives evaluation is still in process and it is possible these findings may be refined by the General Plan team as the evaluation continues.

LAND USE ALTERNATIVES PROCESS

A major component of the General Plan Update process is modifying the General Plan Land Use Map to align with the vision and plan for future growth. The new General Plan Land Use Map will be developed iteratively through creation and evaluation of draft land use alternatives to ultimately select a preferred land use scenario. The process will be shaped by community, General Plan Advisory Committee (GPAC), and Planning Commission input. The City Council will ultimately provide direction on the preferred scenario in fall 2023.

To arrive at a preferred scenario, the project team is following five steps, described below. Currently, the project team is in step three and anticipates sharing the full results of the alternatives evaluation with the community in spring 2023.

1. Focus Area Identification

For many parts of Livermore, the General Plan land use designations remain valid and appropriate and are not expected to change. This task identified areas where transformation is expected or desired, known as Focus Areas. Focus Areas are typically a combination of many parcels and are many acres in size.

2. Create Land Use Alternatives

Using GPAC, property owner, and community feedback, the project team prepared three draft land use alternatives for each draft Focus Area that considers a range of different intensities and types of development that could occur over the next 25 years. The current version reflects feedback from the GPAC, Planning Commission, and City Council.

3. Evaluate and Compare Alternatives

Following GPAC and Planning Commission review and City Council direction, the project team has initiated an analysis to compare the differing outcomes of these alternatives against a set of metrics. The evaluation will take approximately six months and consider topics such as:

» Climate change and resilience
» Public safety
» Equity
» Parks
» Housing supply
» Student generation and school capacity
» Capacity of water, sewer, and storm drainage infrastructure
» Open space preservation and biological resources
» Historic resources
» Aesthetics and urban design
» Fiscal impacts
» Traffic and transportation impacts
» Commercial land use supply (adequate sites and geographic distribution)
» Commercial diversity (product, service, recreation)
» Jobs/housing balance and jobs/housing match

4. Create the Preferred Scenario

Beginning in spring 2023, the project team will present the results of the alternatives evaluation to the community, Committee, Planning Commission, and City Council to choose a preferred scenario for each Focus Area after considering the relative benefits, trade-offs, and potential impacts of each alternative. The preferred scenario will likely be the result of mixing different combinations of land use types identified in the draft alternatives for each Focus Area.

5. Analyze the Preferred Scenario as part of the Draft General Plan

Once a preferred scenario is finalized, the project team will integrate the preferred scenarios with the citywide General Plan land use map. The Draft General Plan will cover the entire city and analyze proposed growth to understand required infrastructure improvements, the fiscal impacts, and the financing tools and policies available to finance any public costs associated with the preferred scenario. The Draft General Plan, including policies and actions in all elements, will undergo additional analysis in the Draft Environmental Impact Report.

PROJECTED EMPLOYMENT GROWTH

To understand potential employment growth for Livermore, the General Plan team reviewed employment forecasts from the California Department of Transportation; Jobs EQ by Chmura, a

private-sector dataset and software tool; Moody's Analytics; and Woods & Poole Economics. These employment forecasts suggest that Livermore could potentially add between 5,400 and 21,300 jobs by 2050.

PROJECTED RESIDENTIAL GROWTH

Since 1969, California has required that all cities and counties adequately plan to meet the housing needs of everyone in the community. This is accomplished through a Housing Element, which is a required component of the General Plan and is currently being updated. State law requires every California jurisdiction to plan for its "fair share" of the regional housing need for households of all income levels.

To comply with State law, the City's Housing Element is currently being updated to ensure the City's policies and programs can accommodate estimated housing growth needs identified in the Association of Bay Area Government's (ABAG) Regional Housing Needs Allocation (RHNA) for the 2023-2031 planning period. This will be the "6th cycle." Livermore's 6th Cycle RHNA is 4,570 housing units, distributed among four income categories that range from Very Low Income to Above Moderate Income. The Council adopted Livermore's 6th cycle 2023-2031 Housing Element on March 13, 2023. The 2023-2031 Housing Element demonstrates that the City accommodate the new housing units needed under the 6th cycle RHNA based on the existing General Plan. The adopted Housing Element does not require any General Plan land use designation changes. All housing sites included in the adopted 2023-2031 Housing Element are designated to accommodate multi-family residential development on all land use alternatives. The 6th cycle Housing Element sites will not be affected by the land use alternatives being considered as part of Imagine Livermore 2045.

However, the General Plan extends beyond the end of the 6th cycle. Assuming continued 8-year RHNA cycles, and that the General Plan's expected horizon year is 2045, the updated General Plan should designate sufficient residential land to accommodate the future 7th cycle (January 2031 to January 2039) and most of the 8th cycle (January 2039 to January 2047).

The scale of future housing allocations is unknown and difficult to predict. If the 7th cycle RHNA is in the same proportion to the existing number of homes as the 6th cycle RHNA, it would call for 5,100 to 5,200 new units. If the 8th cycle continues that trend, it could be expected to call for an additional 5,900 to 6,000 new units, for a combined total of around 11,000 new units over the 7th and 8th cycles, covering the years 2031 to 2047. This does not include any additional "buffer" for the two future RHNA cycles. (A buffer is necessary to ensure that if the sites listed in the housing opportunity sites inventory are developed without housing, or are developed with less than the full amount of housing claimed in the inventory, there is remaining capacity to ensure an ongoing supply of sites for the full RHNA during the eight years of the Housing Element cycle.) HCD recommends a buffer of least 15% to 30%, but some jurisdictions provide a buffer of up to 50%.

Table 1 summarizes the projected RHNA for Livermore through 2045 and the number of housing units the General Plan Update should likely plan for through 2045.

If the City does not designate adequate residential sites to meet the future RHNAs as part of the General Plan Update, the next Housing Element, eight years from now, will need to revisit the General Plan land use map and include a process to identify and change the designations on additional sites to accommodate more future housing.

TABLE 1 PROJECTED RESIDENTIAL GROWTH, 2023 – 2047

Housing Element Cycle	Projected Housing Need (Low)	Projected Housing Need (High)
6th Cycle RHNA (Jan 2023 to Jan 2031)	4,570	4,570
7th Cycle RHNA Estimate (Jan 2031 to Jan 2039)	5,100*	5,200*
8th Cycle RHNA Estimate (Jan 2039 to Jan 2047)	5,900*	6,000*
15% - 30% Buffer Estimate for 7th and 8th Cycle RHNAs	1,650	3,360
Total Projected Housing Unit Need	**17,220**	**19,130**

Source: PlaceWorks, 2023.
*Note: The 7th and 8th Housing Element cycle RHNA is unknown at this time. The numbers provided are estimates based on past RHNA for the City of Livermore.

CITYWIDE LAND USE ALTERNATIVES BUILDOUT

To understand the citywide implications of additional growth, the General Plan team created three citywide land use alternatives by combing the focus area alternatives and assuming the same amount of growth for the areas outside the focus areas consistent with the existing General Plan land use designations. The citywide alternatives are based on the following combination of the focus area alternatives:

- Citywide Alternative A
  - Southfront Business Center Alternative
  - East Ave and South Vasco Road Production Alternative
  - Laughlin Road Mixed Use Alternative
  - Las Positas Residential Alternative
- Citywide Alternative B
  - Southfront Blended Alternative
  - East Ave and South Vasco Wine Country Center Alternative
  - Laughlin Road Industrial Alternative

    - Las Positas Highway Oriented Alternative
- Citywide Alternative C
    - Southfront Residential Neighborhood Alternative
    - East Ave and South Vasco Maker Village Alternative
    - Laughlin Road Open Space Alternative
    - Las Positas Neighborhood Center Alternative

Future job and housing growth outside the focus areas is anticipated to occur in the Isabel Neighborhood Specific Plan area, Downtown Specific Plan area, Lawrence Livermore National Laboratory, Sandia National Laboratory, and other scattered infill sites, including the 6th cycle Housing Element sites and pending development projects located throughout the city.

Table 2 summarizes the potential buildout for the citywide alternatives. The 2020 baseline numbers originate from the City's traffic model. The traffic model utilizes data from Urban Footprint which is based on information from the Alameda County Assessor's Office (acquired from CoreLogic) and Census data. The City validated the data using information from the California Department of Finance and also completed a manual review of the results to assess the accuracy of the data.

TABLE 2 CITYWIDE LAND USE ALTERNATIVES 2045 BUILDOUT

	Existing Conditions (2020)	Alternative A		Alternative B		Alternative C	
		2045 Net New	2045 Total	2045 Net New	2045 Total	2045 Net New	2045 Total
Households	31,530	13,930	45,460	16,640	48,170	18,920	50,450
Housing Units	33,620	14,850	48,470	17,740	51,360	20,170	53,790
Population	90,500	39,970	130,470	47,760	138,260	54,300	144,800
Jobs	52,270	18,750	71,020	18,200	70,470	18,860	71,130

Source: City of Livermore 2020 Traffic Model and PlaceWorks, 2023.

PRELIMINARY ALTERNATIVES EVALUATION FINDINGS

This section presents preliminary findings from the alternatives evaluation for the following topics:

- Jobs-housing match
- Industrial land supply
- Ability to accommodate future RHNA

Jobs-Housing Match

Jobs-housing balance is a measure of how well the local economy provides jobs for the local labor force. Although this topic is often described as "jobs/housing" balance, comparing the number of jobs to the number of employed residents is a more direct comparison of individuals, rather than comparing people to homes. It also reflects the fact that many residents are children, seniors, students, or otherwise not part of the workforce. The jobs-to-employed residents ratio is calculated by dividing the number of jobs in the community by the number of employed residents in the same area. A high number of jobs relative to residents typically indicates that workers are commuting into the community. A low number of jobs and high number of residents typically indicates that workers are commuting out of the community for work.

An ideal jobs-to-employed residents ratio for a city like Livermore would be 1.0, which indicates that there is a job in the community for every employed resident. It is important to note, even with an ideal jobs-to-employed residents ratio of 1.0, that many residents will continue to commute outside of Livermore while workers that do not reside in Livermore will continue to commute in. Although the City cannot control whether jobs within Livermore are filled by residents, striving for a jobs-to-employed residents ratio of 1.0 increases the opportunity for employed residents to find a job in Livermore.

Table 3 shows the jobs-to-employed residents ratio for the three land use alternatives. Based on existing conditions plus net new employees and new population projected through 2045 under each alternative, all alternatives would result in a slightly lower jobs to employed residents ratio compared to 2020 existing conditions. Alternative C would result in more employed residents than local jobs.

As described previously, in- and out-commuting will continue under any alternative even with at an ideal jobs-to-employed residents of 1.0.

TABLE 3 JOBS TO EMPLOYED RESIDENTS RATIO

	Existing (2020)	Alternative A (Net New + Existing)	Alternative B (Net New + Existing)	Alternative C (Net New + Existing)
Population	90,500	130,470	138,260	144,800
Jobs	52,270	71,020	70,470	71,130
Est. Employed residents (54% of population)	48,890	70,487	74,695	78,228
Jobs-to-Employed Residents Ratio	1.07	1.01	1.00	0.91

Source: City of Livermore 2020 Traffic Model and PlaceWorks, 2023.

Industrial Land Supply

When reviewing the draft land use alternatives, the General Plan Advisory Committee raised a concern about the cumulative citywide effect of replacing industrial land with other uses in the Southfront and Laughlin Road Focus Areas. The GPAC wanted to ensure that any potential displacement of local industrial jobs could be absorbed in other parts of the city. To determine how much industrial land would be changed to other uses, the General Plan team calculated the total amount of land citywide with an industrial designation under each alternative. Outside of the Focus Areas, land use designations remain the same across all three alternatives. All citywide land use alternatives result in a net loss of industrial land, as shown in Table 4.

TABLE 4 INDUSTRIAL LAND SUPPLY BY CITYWIDE ALTERNATIVE

Land Use Plan	Acres of Industrial Land	Difference Between Existing General Plan
Existing General Plan	2,350	n/a
Citywide Alternative A	2,268	-82
Citywide Alternative B	2,060	-291
Citywide Alternative C	2,213	-137

Source: PlaceWorks, 2023.

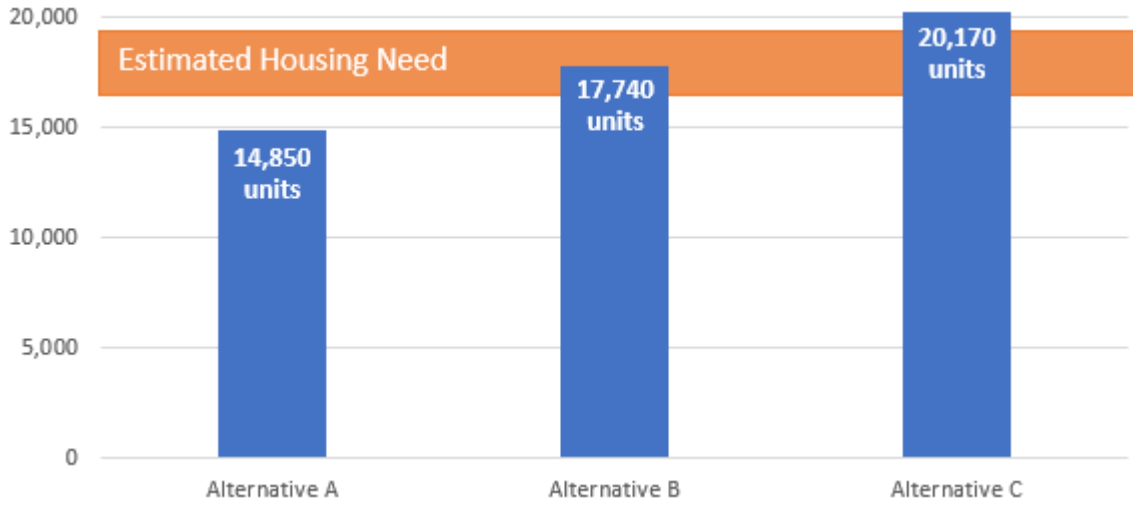
Ability to Accommodate Future RHNA

All alternatives will accommodate the 6th cycle RHNA of 4,570 units covered in the adopted 2023-2031 Housing Element. These units are planned for but not yet built, so they are included in the calculations of future new homes under each alternative. The General Plan team evaluated each alternative to understand if the 7th and 8th RHNA cycles could also be accommodated under the citywide land use alternatives as shown in Figure 1. Note that this analysis is at a very high level and does not consider the specific income or density requirements for housing sites per State Housing Element Law (Government Code Section 65583.2); that analysis will be appropriate at the time the City receives the official RHNA.

- **Alternative A** would add 14,850 net new housing units. This alternative would have sufficient housing sites for the 6th cycle (4,570 units) and likely the 7th cycle (estimated at 5,100 to 5,200 units). Based on the General Plan team estimates for the 8th Housing Cycle (5,900 to 6,000 units), Alternative A would not have enough housing sites and the City would need to revisit the General Plan land use map before the start of the 8th cycle in January 2039 to identify at least another 720 housing sites, and likely more to provide a buffer.

- **Alternative B** would add 17,740 net new housing units. This alternative would have sufficient housing sites for the 6th, 7th, and 8th Housing Element cycles, and an additional buffer of between 1,970 to 2,170 housing sites.
- **Alternative C** would add 20,170 net new housing units. Alternative C would have sufficient housing sites for the 6th, 7th, and 8th Housing Element cycles and would provide an additional buffer of between 4,400 to 4,600 housing sites.

FIGURE 1 LAND USE ALTERNATIVES ABILITY TO ACCOMMODATE FUTURE RHNA



General Plan Advisory Committee

Review of Existing General Plan Goals, Objectives, Policies and Actions

Feedback Summary

Community Character Element

- Growth outside city in East of Greenville Rd area
- Preserve scenic corridors + mitigate
- South Livermore
    - General Plan should do more to protect and promote
    - Be more clear about future improvements, e.g. underground lines
    - Capture value from new businesses that will locate here
- Address poor management of land outside UGB
- What do we want Livermore's identity to be?
- Investigate North of Livermore
- Protect creek corridors including homeless camp impacts
- Wording makes higher density sound dangerous
- Open space is why we are unique and why we are here
- I-580 Scenic corridor policy is very in-depth; don't carry forward this policy if it is not being followed.

Economic Development Element

- Where do we stand since 2022?
- Element should be stronger
- Remaining inventory of commercial land? 731 acres consumed
- Balance new housing
- Ag + agritourism- no Actions in Element – add
- National Labs – add actions
    - Open campus (outside of National Lab campus)
- High quality educational opportunities
- Opportunities for biotech/ high quality commercial
    - Want transit access

Land Use Element

- Add TOD policies about Southfront (like Isabel Neighborhood Specific Plan)
- Replace commercial land that is used for housing
- This Element needs a structural re-organization
- Attract a college campus Minor educational use in north Livermore?
- Jobs/Housing match in/out commuting
- Changing role of city w/ remote work

Circulation Element

- Need to address new topics

- Reduce carbon footprint
    - Plan for zero emission models
- Improve circulation system without having to rely on cars to travel
- Consider autonomous vehicles
- Improve public transit system
- Should be able to get to work without a car
- Plan for electric vehicle charging infrastructure
- Encourage trail use; improve trail access
    - Cross reference trail access with Open Space and Conservation Element
- Install energy efficient street lights
- Improve bikeability – cross reference with Active Transportation Plan

Noise Element

- Consider impacts in TOD neighborhoods from rail and other noise
- Consider sound mitigation from transportation
- Connects to community character by mitigating noise impacts through landscaping and building design
- Consider airport, I-580, and train noise
- Buffer residential from potential noise impacts in focus areas

Infrastructure and Public Services Element

- What came true? What actually happened?
- Scope, interdependency, urgency, proactivity are missing
- How does infrastructure handle extreme weather/climate events?
- Public health infrastructure is missing
- Go beyond what is known

Public Safety Element

- Minimal, reductive.
- Show interdependency with other Tri Valley Cities

Climate Change Element

- Reflect new technology
- Climate change is a reality, not hypothetical
- Values shift should drive changes – big topics
    - capitalize on emerging technology
- Update background data
- Need to mitigate for deleterious public health outcomes

General Comments

- For each action, need to specify:
    - Timeframe
    - Staffing
    - Steps reporting/ tracking
    - Operationalized

TOPCON

February 14, 2023

Mayor John Marchand
City of Livermore
1052 S. Livermore Ave.
Livermore, CA 94550

Re: Topcon/Livermore (Update to February 18, 2022, Letter to Livermore City Manager)

Dear Mayor Marchand:

Congratulations on your election and we hope this letter finds you well. In view of your upcoming February 21 visit to our office and the fact that one year has passed since our original letter to the City Manager, we wish to provide you with a brief update.

Topcon continues to thrive and grow locally and internationally, and we expect our growth to continue. We are grateful to have City of Livermore as the international headquarters of Topcon Positioning Systems, and are hopeful that we will be able to continue our growth here.

Our growth continues to highlight the need to ensure an adequate supply of commercial and industrial-zoned land within the City for all local businesses. Our experience with acquiring property/space over the past few years exemplifies the difficulties caused by the absence of an adequate supply of commercial and industrial-zoned land.

In attempting to acquire property for expansion over the past few years we have been faced with a market having essentially no available vacant suitably zoned land which drives prices/rent up, creates uncertainty and makes future planning very difficult. As you can imagine negotiations for land/space are rather "one-sided" when the market is so tight.

Due to the unavailability of land within the City we acquired the 60-acre County parcel off Greenville Rd. (described in our prior correspondence). Processing permits through the County has been extremely difficult involving multiple agencies, no specific County vision for area, uneven application of standards and a general sense that there is a lack of appetite to manage the area. We are two years in and have not broken ground. This is extremely frustrating. We cannot help but notice that the uses at many of the neighboring properties do not appear to comply with County use requirements and despite our efforts to "play by the rules" we have not be rewarded with much progress.

We believe that processing would be much more efficient if this property were within the City boundaries and City control would also enable consistent enforcement of use of regulations, which would go a long way toward cleaning up this important corridor. We also believe that bringing this property within the control of the City would allow Topcon to maximize the investment made for potential future expansion and consolidation of our business within the City.

Thank you for your time and consideration and please feel free to contact us if you need any additional information. We look forward to seeing you on the 21st.

Best,

Ray Vallejo

Ray Vallejo

February 18, 2022, letter attached

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION REVISING THE COMPOSITION OF THE GENERAL PLAN ADVISORY COMMITTEE AND THE COMMITTEE'S RULES OF PROCEDURE

On June 28, 2021, the City Council authorized the formation of a General Plan Advisory Committee made up of community stakeholders.

On July 26, 2021, the City Council adopted Resolution No. 2021-146 adopting the Rules of Procedure for the General Plan Advisory Committee and establishing that the committee consists of 15 members and 4 alternates.

On October 7, 2021, the City Council appointed 19 members to the General Plan Advisory Committee and directed staff to conform the committee's rules of procedure to reflect they were all regular committee members.

On November 8, 2021, the City Council adopted Resolution No. 2021-186 adopting revised Rules of Procedure for the General Plan Advisory Committee and establishing that the committee consists of 19 regular members.

On April 11, 2022, the City Council adopted Resolution No. 2022-056 revising the Rules of Procedure for the General Plan Advisory Committee.

Since December 1, 2022, six members of the Committee have resigned for various reasons and rather than fill those vacancies, staff recommends the City Council reduce the composition of the General Plan Advisory Committee from 19 members to 13 members. In addition, in the event of a future vacancy on the committee, rather than appoint someone to fill that vacancy staff recommends the membership be reduced to reflect the committee is solely comprised of the remaining members. Lastly, staff recommends the City Council specify that members of the General Plan Advisory Committee are ineligible to concurrently serve on other City Advisory Bodies identified in the Livermore Municipal Code or otherwise established by the City Council. To implement these changes, staff recommends the City Council adopt this resolution to revise the Rules of Procedure for the General Plan Advisory Committee, attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that the revised General Plan Advisory Committee Rules of Procedure, attached hereto as Exhibit A, are adopted and replace all prior versions of the committees' rules of procedure.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that the committee's composition is reset at 13 members, except that in the event of a future vacancy the committee's membership will be reduced to the number of remaining members. In the event the membership falls below 9 members, staff is hereby directed to

return to the City Council with a recommendation on future amendments to the committee's composition.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on April 10, 2023, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Jason Alcala
Jason Alcala
City Attorney

Exhibit A - Rules of Procedure for the General Plan Advisory Committee

CITY OF LIVERMORE
GENERAL PLAN ADVISORY COMMITTEE
RULES OF PROCEDURE

Prepared by the City Clerk's Office
April 2022

CITY OF LIVERMORE

GENERAL PLAN ADVISORY COMMITTEE

RULES OF PROCEDURE

1. Duties and Responsibilities

   The City Council declares that the individuals appointed to the General Plan Advisory Committee are intended to represent and further the interest of the community and long-term vision of the city and that such representation and furtherance will ultimately serve the public interest.

   The General Plan Advisory Committee shall have the following duties and responsibilities:

   a. Provide input and feedback to City staff at specific intervals throughout the development of the General Plan update; and

   b. Provide information to and serve as liaison to the community and respective groups; and

   c. Provide input and feedback to City staff on General Plan update efforts and conditions; and

   d. Provide feedback to City staff on proposed General Plan goals, policies, and objectives.

   City Staff will share feedback gathered from the Committee with the Planning Commission and City Council as part of those body's deliberations and decisions.

2. Members

   The General Plan Advisory Committee shall consist of thirteen (13) members, all of whom shall reside and/or work in Livermore. The Committee will be comprised of community members who represent a broad spectrum of individuals in the Livermore community. Any future resignations from the body do not need to be filled. In the event the membership falls below nine (9) members, City Council may consider future amendments to the committee's composition. Due to the comprehensive nature of the General Plan Update subject matter, Committee members are limited to serving on this Committee and are ineligible to serve on additional City advisory bodies.

3. Intentionally Deleted

4. Term Limits

The General Plan Advisory Committee is a limited duration committee that will serve until the City Council adopts the General Plan Update.

5. Attendance Policy

Attendance of Committee members is mandatory at all meetings. Members who are unable to attend a meeting must notify the staff liaison of their absence prior to the meeting. A Committee member will be subject to removal after three absences. The staff liaison will document all absences and report to the City Clerk when a member of the Committee has exceeded the allowed number of absences. The City Clerk will notify the City Council with a memo explaining the circumstances of the absences and the City Council will determine if an agenda item is needed to consider whether removal from the Committee is appropriate. The member will have the opportunity to speak at a City Council meeting when removal is under consideration. The final decision to remove a member from the Committee rests solely with the City Council.

6. Elections and Officers

The General Plan Advisory Committee shall elect a Chairperson and a Vice Chairperson at the first meeting, and annually at the last meeting of the year thereafter. Election of the officers shall be by a majority vote of the General Plan Advisory Committee. The role of the officers shall be as follows:

a. Chairperson – The Chairperson shall preside at all regular meetings and may call special meetings. The Chairperson shall decide upon all points of order and procedure during the meeting.

b. Vice Chairperson – The Vice Chairperson shall assume all duties of the Chairperson in the absence or disability of the Chairperson.

c. Presiding Officer – In the absence of the Chairperson and Vice Chairperson, the members present shall select a Presiding Officer.

7. Meetings

The Committee will convene beginning in fall 2021. Meetings shall be held at 7:00 pm on the second Wednesday of the month at the William Mendenhall Community Room, at 1016 South Livermore Avenue. All meetings shall be open to the public. The General Plan Advisory Committee may not meet in closed session. Committee members may not participate in a meeting remotely, via teleconference or videoconference.

8. Agenda Preparation and Posting - The staff liaison shall post the notices and agendas for each General Plan Advisory Committee meeting in the kiosk in front of the Civic Center Meeting Hall, the Civic Center Library and on the City's website.

   a. Regular Meetings

   Agendas shall be prepared in accordance with the requirements of the Brown Act and shall be posted in a location that is freely accessible to members of the public at least 72 hours in advance of a meeting. The agenda shall specify the time and location of the meeting and contain a brief description of each item of business to be transacted or discussed at the meeting. [54954.2]

   b. Special Meetings and Workshops

   Notice of the call for a special meeting must be delivered and received by each Committee Member and the media at least 24 hours before the special meeting and must be posted at least 24 hours before the special meeting date. The agenda shall specify the time and location of the meeting, contain a brief description of each item of business to be transacted or discussed at the meeting, and state who called the special meeting. [54956].

9. Minutes of Proceedings

   An account of all proceedings of the General Plan Advisory Committee meetings shall be prepared by the staff liaison, agendized, and approved by the General Plan Advisory Committee. The staff liaison with input from the City Clerk, and consistent with the uniform format provided by the City Clerk, shall determine the preferred software/recording device used to capture the minutes for their advisory body meetings. Minutes shall be provided for Committee consideration and approval as action minutes.

10. Quorum

    A Majority of members (50% plus 1) constitutes a quorum of the General Action Plan Advisory Committee. A quorum of the members must be present to conduct any business. In the absence of a quorum at a meeting, the meeting must be adjourned. The matters listed on the agenda shall be taken up at the next scheduled meeting of the General Plan Advisory Committee if deemed necessary. A meeting may also be declared adjourned in advance, if absence notifications received by staff create a lack of quorum. Cancellations of meetings must comply with the requirements of the Brown Act.

11. Conduct at Meetings

    a. All meetings shall be held in accordance with City policies and the Brown Act Open Meeting Laws (Government Code, Sections 54950 and following). Only items listed on the agenda may be considered by the General Plan Advisory Committee.

b. General Conduct of Meetings – Points of order shall be settled by the Chairperson. Points of order shall comply with the Brown Act, the City Council Rules of Procedure, Rosenberg's Rules of Order, Revised 2011 (see Appendix A), General Plan Advisory Committee Rules of Procedure and City policies. The Chairperson will consult with staff as necessary. Unresolved issues shall be referred to the City Attorney and continued to a future meeting. Any member desiring to speak must first be recognized by the Chairperson and shall confine any remarks to the subject under consideration.

c. Voting on Items – Voting on items shall be in accordance with Rosenberg's Rules of Order and Parliamentary Procedures. The General Plan Advisory Committee shall not take a sealed ballot vote.

d. Call to Order - The Chairperson shall call the meeting to order at the appointed time. If both the Chairperson and the Vice Chairperson are absent, then the staff liaison shall call the meeting to order, and the Committee Members present shall then select a presiding officer for that meeting.

e. Preservation of Order - The Chairperson shall preserve strict order and decorum, and shall discourage personal, verbal attacks on Committee Members, staff, and/or citizens, but shall not prohibit criticisms of the policies, procedures, programs, or services of the City, or of the acts or omissions of the General Plan Advisory Committee or members of the City staff. The Chairperson shall confine debate to the item under discussion. [36813, 38638, 54954.3, 54957.9].

f. Reordering of Agenda - The Chairperson may reorder the items on the agenda for a noticed meeting to accommodate members of the public who wish to speak on an agenda item that would otherwise be considered by the General Plan Advisory Committee later in the meeting. The Chairperson shall announce the reorder prior to calling members of the public to speak during citizens forum.

g. Motion to be Stated - The Chairperson shall state all motions submitted for a vote by the General Plan Advisory Committee and announce the result of the vote and identify the no votes and any Committee Members that abstained or recused themselves from the vote. No action shall be taken by secret ballot, but electronic tabulation may be used to record, and report roll call votes. [54953(b)(2) and (c)(2)].

12. Citizens' Forum/Public Comments

Every agenda shall provide the opportunity for members of the public to address the General Plan Advisory Committee on subjects which are and are not listed on the agenda and are within the subject matter jurisdiction of the General Plan Advisory Committee. The Chairperson may establish time limits per individual speaker. The General Plan Advisory Committee shall not discuss nor take action on subjects raised under Citizens' Forum/Public Comments; but the Chairperson, with the concurrence of

a majority of the General Plan Advisory Committee, may direct staff to place subjects raised under Citizens' Forum/Public Comments on a future General Plan Advisory Committee agenda.

13. Subcommittees

The General Plan Advisory Committee shall not form standing subcommittees (those with ongoing subject-matter jurisdiction and regularly scheduled meetings) without prior City Council approval. Such subcommittees shall be subject to all City policies and the requirements of the Brown Act.

14. Staff Support

The head of the department responsible for supporting the General Plan Advisory Committee shall designate one or more employees to serve as staff liaison to the General Plan Advisory Committee. The Staff Liaison shall prepare and post the agenda, take and maintain meeting minutes, prepare other documents as directed by the Chairperson in accordance with City Council Goals and Priorities or in accordance with direction from the City Manager or City Manager's designee, and generally assist the General Plan Advisory Committee in performing its duties. The Staff Liaison shall have no voting authority.

Committee Members must work with their assigned staff liaison and the liaison's Department Head to obtain the City Council's approval before beginning any self-initiated project that will require more than 8 hours of staff time to complete that year. However, the Committee may pursue self-initiated projects that can be accomplished utilizing the city resources currently allocated to the particular advisory body and that do not take resources away from that advisory body's anticipated work to fulfill its duties and responsibilities to the City Council.

14. Rules of Parliamentary Procedure

The City Council has adopted Rosenberg's Rules of Order, Revised 2011, as its rules of parliamentary procedure for the City Council and all Boards and Committees. In the event of a conflict between Rosenberg's Rules of Order and these rules of procedure, these rules of procedure shall control.

15. Types of Meetings

15.1 Regular Meetings

The General Plan Advisory Committee shall meet in the William H. Mendenhall Community Room for all regular Committee meetings. The regular meetings shall begin on the second Wednesday of the month at 7:00 p.m., unless otherwise specified by posted notice. If the meeting date falls on a legal holiday, the General Plan Advisory Committee shall meet at a date and time designated by the Committee.

15.2 Special Meetings

Special meetings may be called by the Committee Chair, the Committee liaison or by a majority of Committee members. The call and notice for a special meeting must specify the items to be considered and the date, time, and location for the meeting. [36807, 54956(a)].

The General Plan Advisory Committee may take final action at a special meeting that is not a workshop.

15.3 Special Meeting Workshops

The General Plan Advisory Committee may meet informally in special meetings designated as workshops that are called by the Chairperson, the Committee liaison, or by a majority of Committee Members. Workshops are special meetings intended for training purposes such as ethics training, sexual harassment prevention and education, and specific technical subjects.

Workshops are open to the public and are meetings for purposes of the Brown Act. The General Plan Advisory Committee may provide direction, but unlike other special meetings the General Plan Advisory Committee may not take a final action at a workshop. [54956].

15.4 Adjourned Meetings, and Adjourned Regular Meetings

Any meeting of the General Plan Advisory Committee may be adjourned to a later date, time, and location, and the notice of adjournment shall be posted within 24 hours on or near the door of the place where the adjourned meeting was held. However, if the adjourned meeting is to reconvene less than 24 hours after adjournment, then a copy of the order or notice of the continuance shall be posted immediately following the meeting. [36809, 54955].

The Chairperson, Committee liaison, or majority of Members may call for an adjourned regular meeting in consultation with the City Attorney to conduct a regular meeting on a date other than on a regular meeting date on the General Plan Advisory Committee's annual calendar. [54955]

16. Actions Limited to Posted Agendas

The General Plan Advisory Committee shall not discuss or take action on any item not appearing on the posted notice or agenda for that meeting. However, as permitted by the Brown Act, Committee Members and staff may briefly respond to statements made or questions posed by the General Plan Advisory Committee or by members of the public addressing the General Plan Advisory Committee. Committee Members may ask a question of City staff or a speaker for clarification, make a brief announcement, or make a brief report on their own activities.

17. Continuance of Agenda Items

Items listed on a posted agenda should not be continued or postponed absent good cause.

17.1 Discovery of Good Cause Before an Item is Considered

If good cause to continue an item is discovered by City staff after a notice or agenda is posted but before the meeting commences, then after calling the meeting to order the Chair shall identify the item and announce that is has been continued.

17.2 Good Cause to Continue During Consideration

Once an item has been taken up for consideration, City staff, a Committee Member, or a participating party as defined in Section 21.4.4 Participating Parties may request a continuance of the item. The item may only be continued following a majority vote of the Committee Members present.

17.3 Public Comment for a Continued Item

If the opportunity for the public to address the General Plan Advisory Committee has concluded and the item was returned to the General Plan Advisory Committee for deliberation before it was continued, then the opportunity for public comment on the item will not be reopened absent a motion by the General Plan Advisory Committee. [54955].

18. Consideration of items after 11:00 p.m.

18.1 Canvass and Reorder

At 10:30 p.m., or as soon thereafter as practical, the Chairperson shall canvass staff and Committee members present to identify the remaining agenda items for consideration. The Chairperson will then identify what items will be considered or continued, and in what order. Once the Chairperson outlines the balance of the agenda, it may not be amended absent an appeal by a Committee Member.

18.2 No New Items Considered after 11:00 p.m.

Generally, the General Plan Advisory Committee will not begin consideration of any items on an agenda after 11:00 p.m., but may complete their consideration of an item that was commenced prior to 11:00 p.m.

18.3 Exceptions

The General Plan Advisory Committee may commence consideration of an item after 11:00 p.m. under the following circumstances:

a. An item is subject to a legal deadline, such as a project application subject to the Permit Streamlining Act; or,

b. The General Plan Advisory Committee votes to allow consideration of the item after 11:00 p.m.

19. Points of Order, Privilege, and Personal Privilege

A Committee Member may ask for a point of order, at which time the Chairperson will ask for an explanation. Appropriate points of order relate to matters that a Committee Member considers inappropriate conduct for the meeting, such as the failure to observe these Rules of Procedure or the rules of parliamentary procedure.

A Committee Member may seek a point of privilege. If so, the Chairperson shall ask for an explanation of the Committee Member's point. Points of privilege generally relate to matters that interfere with a normal flow or comfort of the General Plan Advisory Committee's meeting, such as the inability to hear testimony because of disruption.

A Committee Member may ask for a point of personal privilege when the integrity, character, or motives of the Committee Member are called into question by a speaker; or where the welfare of the General Plan Advisory Committee is concerned.

If a speaker is interrupted by a point of order, privilege, or personal privilege, the remainder of a speaker's time will be preserved by the staff liaison until the point is resolved.

20. Minutes - An account of all final actions or recommendations of the General Plan Advisory Committee shall be prepared by the staff liaison and approved by the Committee. The staff liaison with input from the City Clerk, and consistent with the uniform format provided by the City Clerk, shall determine the preferred software/recording device used to capture the minutes for their advisory body meetings. Minutes shall be provided for Committee consideration and approval as action minutes

20.1 Approval

The minutes for a General Plan Advisory Committee meeting shall be reviewed and approved as set forth in this section.

a. The General Plan Advisory Committee shall approve minutes for a regular meeting, special meeting, and special meeting workshops.

b. A General Plan Advisory Committee member may not approve the minutes for any meeting that the Committee member did not attend.

Also, a General Plan Advisory Committee member may not approve the minutes for a meeting that they were not eligible to attend as a committee member.

c. If no Committee members are eligible to approve the minutes for a General Plan Advisory Committee meeting, then the staff liaison shall attest to the accuracy of the meeting minutes and enter them into official minute books.

20.2 Preferred Method of Recordation and Minutes

General Plan Advisory Committee liaisons shall take an audio recording of each meeting and keep them in accordance with the City's Records Retention Schedule. Minutes of General Plan Advisory Committee meetings shall be action minutes that capture the action taken by the General Plan Advisory Committee and the outcome of each agenda item.

20.3 Staff Attendance & Development of Agenda - Staff attendance and agenda development will be determined by the staff liaison for the advisory body.

21. Order of Business – Regular Meetings

The usual order of business for regular meetings shall be as follows:

21.1. Call to Order

This portion of the agenda is for roll call and the pledge of allegiance.

21.2. Citizens Forum

This portion of the agenda is for any member of the public to address the General Plan Advisory Committee on any item of interest to the public that is within the General Plan Advisory Committee's subject matter jurisdiction. However, to prepare and preserve a proper administrative record, public comments concerning an item listed elsewhere on the agenda should be reserved and addressed to the General Plan Advisory Committee when that item is called for consideration.

Citizen's forum shall be limited to 30 minutes, usually before the consent calendar. If there are additional members of the public who wish to speak at the conclusion of the 30-minute time period, then the Chair shall reconvene the citizens forum at the conclusion of the matters for consideration portion of the agenda unless the Chair announces that citizens forum is reordered to a different place on the agenda.

The procedures for public comments during the citizens forum are set forth in Section 23 Citizens' Rights.

21.3. Consent Calendar

The consent calendar portion of the agenda is for routine items that are not expected to require General Plan Advisory Committee discussion. Examples of items for the consent calendar include the approval of minutes. Any General Plan Advisory Committee member may pull an item for separate discussion. Members of the public may address the General Plan Advisory Committee on consent calendar items by following the procedures set forth in Section 23 Citizens' Rights.

The items on the consent calendar are generally approved by the General Plan Advisory Committee by a single motion, but separate motions may be appropriate to accommodate a conflict of interest, an absence, or other Committee Member interests.

21.4. Matters for Consideration

This portion of the agenda is for items of business that require General Plan Advisory Committee action, direction, or receipt of reports that do not also require a public hearing. The procedures for this portion of the agenda follow the following procedure:

21.4.1 Introduction

The Chairperson shall call each item for hearing and consideration. If there are public hearing items, the Chairperson has the discretion to concurrently call the items for hearing and consideration.

21.4.2 Staff Presentation

A member of City staff will then:

a. Introduce themselves and the item by identifying the report and other written material included in the agenda packet for the General Plan Advisory Committee's consideration, as well as any written comments received from the public.

b. Identify any supplemental written materials that have been provided to the General Plan Advisory Committee for consideration, which were received or prepared for the item after the meeting agenda was published.

c. Identify any other staff members or consultants that will be part of the staff presentation or are otherwise present and available for the General Plan Advisory Committee questions.

d. State whether the applicant is present and whether the applicant intends to make a presentation to the General Plan Advisory Committee.

e. Make an oral report, unless waived by the General Plan Advisory Committee.

21.4.3 General Plan Advisory Committee Questions or Comments

Following the staff presentation, the Committee Members may ask questions of City staff and consultants or make comments on the item.

21.4.4 Participating Parties

Following Committee Member questions and comments after the staff presentation, the applicant, appellant, and other named participant in the item that is party to an agenda item (collectively "participating parties") may address the Committee. After the Chair determines that no other participating parties wish to address the General Plan Advisory Committee on the hearing item, the Chairperson will then invite Committee Member questions or comments of the participating parties and staff concerning the item. Participating parties shall address the General Plan Advisory Committee following the procedures set forth in Section 23 Citizens' Rights.

21.4.5 Opportunity for Public Comment

The purpose of the public hearing is to provide members of the public with an opportunity to address the General Plan Advisory Committee concerning the item, as well as to express their support or opposition of the item. The Chairperson will formally announce the opening of the public comment period and invite members of the public to address the General Plan Advisory Committee on the item. Public speakers shall address the General Plan Advisory Committee following the procedures set forth in Section 23 Citizens' Rights.

After the Chairperson determines that no other member of the public wishes to address the General Plan Advisory Committee on the hearing item, the Chairperson will formally close the public comment period and return the item to the General Plan Advisory Committee for deliberation.

21.4.6 Deliberation

Once an item of business returns to the General Plan Advisory Committee for deliberation, the Chairperson will invite the Committee Members to discuss the item to develop concurrence for a motion. Committee Members may ask questions of staff and the participating parties as part of their deliberations.

21.4.7. General Plan Advisory Committee Action

After General Plan Advisory Committee deliberation, the Chairperson shall call for a motion and a second as set forth in Section 25 Motions, and the General Plan Advisory Committee may make such motions as set forth in that section.

If the motion seconded for consideration is substantially different than the recommended action in the published staff report, the Chairperson may invite public comments on the motion. Each speaker will be limited to one minute to comment on the motion; and the General Plan Advisory Committee has discretion to decide not to hear further comment if they choose. Public speakers shall

address the General Plan Advisory Committee following the procedures set forth in Section 23 Citizens' Rights.

Prior to deliberating on matters for consideration, the General Plan Advisory Committee shall receive public comment as provided for in Section 23 Citizens' Rights. After receiving public comment, the General Plan Advisory Committee shall deliberate and shall receive the report, take action, or provide direction as set forth in Section 25 Motions.

21.5 Reports and Matters Initiated

This portion of the agenda is for:

a. Each member of the General Plan Advisory Committee to provide brief reports on any conferences, training, community meetings, or other events of interest to the community that the Committee member attended at the City's expense [53232.2(d)].

b. The city staff to provide information of community interest to the General Plan Advisory Committee and to seek direction from the General Plan Advisory Committee concerning items to be included on future agendas.

c. The General Plan Advisory Committee to provide guidance and direction to staff concerning items to be included on future agendas and information to be provided in response to questions raised during citizens forum.

d. The General Plan Advisory Committee to request staff to provide information, perform studies, or undertake other administrative functions or to develop information for Committee action at a future meeting. If the requested action cannot be accomplished within the approved budget or if it will involve substantial staff resources, approval of resources would need to be provided from the City Council prior to staff completing the work.

Members of the public do not have the right to address the General Plan Advisory Committee during this portion of the agenda. [54954.3(a); Coalition of Labor, Agriculture & Business v. County of Santa Barbara Bd. of Supervisors, (2005) 129 Cal.App.4th 205].

21.6 Adjournment

This portion of the agenda is for the Chairperson to adjourn the General Plan Advisory Committee meeting to its next meeting. The meeting may be adjourned to a regular meeting, special meeting, special meeting workshop, adjourned regular meeting, or adjourned special meeting.

Members of the public do not have the right to address the General Plan Advisory Committee during this portion of the agenda. [54954.3(a); Coalition of Labor,

Agriculture & Business v. County of Santa Barbara Bd. of Supervisors, (2005) 129 Cal.App.4th 205].

Adjournment at any other point in the meeting requires a formal motion by the General Plan Advisory Committee.

22. Order of Business – Special Meetings and Workshops

No matters except those specified in the notice and agenda for a special meeting or special meeting workshop may be discussed at those meetings.

The usual order of business for special meetings and workshops shall be as follows:

22.1. Call to Order

This portion of the agenda is the same as it is for a regular meeting.

22.2. Public Comment

The purpose of this portion of the agenda is to provide the public with the opportunity to address the General Plan Advisory Committee on only those items listed in the posted notice and agenda for the special meeting or workshop.

Public speakers shall address the General Plan Advisory Committee following the procedures set forth in Section 23 Citizens' Rights.

However, unlike a regular meeting, the agenda for a special meeting will not include a citizens' forum or opportunity for the public to address the General Plan Advisory Committee on any item of interest to the public that is within the General Plan Advisory Committee's subject matter jurisdiction, unless that opportunity is expressly included in the agenda.

22.3 Special Meeting Item and Workshop Item

Generally, the procedures for this portion of the agenda follow the procedures in Section 21.4.1 Introduction, 21.4.2 Staff Presentation, 21.4.3 Questions and Comments, and 21.4.6 Deliberations. The General Plan Advisory Committee may take a final action at a special meeting, but not at a workshop, as set forth in Section 15.2 Special Meetings and Section 15.3 Special Meeting Workshops

22.4 Adjournment

This portion of the agenda is the same as it is for a regular meeting.

23. Citizens' Rights

A General Plan Advisory Committee meeting is a limited public forum. [78 Ops.Cal.Atty.Gen. 224 (1995); Kindt v. Santa Monica Rent Control Bd. (9th Cir. 1995) 67 F.3d 266; White v. City of Norwalk, (9th Cir. 1990) 900 F.2d 1421; Leventhal v. Vista Unified School District (SD Cal. 1997) 973 F.Supp. 951]. Members of the public have the right to address the General Plan Advisory Committee and to attend its meetings. During the citizens forum portion of a regular meeting agenda, members of the public have a right to address the General Plan Advisory Committee on any item of interest to the public that is within the General Plan Advisory Committee's subject matter jurisdiction. Members of the public also have the right to address the General Plan Advisory Committee before the General Plan Advisory Committee considers or takes action on an item on any regular meeting agenda, except for items properly listed or considered in the Call to Order, General Plan Advisory Committee Reports and Matters Initiated, and the Adjournment portions of the agenda. Members of the public shall be provided an opportunity to address the General Plan Advisory Committee concerning any item that is described in the notice for special meeting workshops and special meetings. [54954.3].

The procedures for addressing public comments to the General Plan Advisory Committee are as follows:

23.1 Addressing the General Plan Advisory Committee

Members of the public that want to address the General Plan Advisory Committee during citizens forum or before the General Plan Advisory Committee considers or takes action on an item must indicate their desire by personally submitting a request to speak to the staff liaison, or his or her designee, using the methods specified by the staff liaison in the agenda for that meeting. A member of the public may not submit a request to speak on behalf of any other person. The methods for addressing the General Plan Advisory Committee will be described at each meeting. The staff liaison will prominently display the methods to address the General Plan Advisory Committee in the William H. Mendenhall Community Room.

Before an item is considered by the General Plan Advisory Committee, the staff liaison shall identify or provide a list of the speakers to the presiding officer in the order that they are received for each agenda item. Generally, once the General Plan Advisory Committee begins its consideration of an item, no additional requests to speak will be accepted absent invitation by the presiding officer.

The purpose of submitting a request to speak is to help the presiding officer conduct the General Plan Advisory Committee's meetings and to complete its business in an orderly fashion. The intent is not to limit testimony. Therefore, a member of the public will not be denied an opportunity to speak if a request to speak lacks information or because a speaker wants to remain anonymous.

Speakers who have not submitted a request to speak on time may be heard by the presiding officer's recognition or by another General Plan Advisory Committee members successful appeal. [White v. City of Norwalk, (9th Cir. 1990) 900 F.2d 1421].

23.2 Speaker Time Limit

Each advisory body, with input from the City Clerk and consistent with the uniform format provided by the City Clerk, may establish their own rules to specify the method to request, and the speaker time limits, for citizens addressing the advisory body, but the advisory body must then administer them uniformly.

23.3 Members of the Public Addressing the General Plan Advisory Committee

23.3.1 A list of people who have requested to speak shall be used to call each speaker to address the General Plan Advisory Committee. When calling a speaker to the lectern the next two speakers will also be identified so, they are prepared to address the General Plan Advisory Committee when called.

23.3.2 The Chairperson may request each speaker to state his or her name and city of residence before addressing the General Plan Advisory Committee. A speaker is not required to provide his or her name or address to address the General Plan Advisory Committee. However, to the extent such information is relevant to the issues being considered by the General Plan Advisory Committee, the absence of such information may bear on the speaker's credibility and the weight the General Plan Advisory Committee affords the speaker's comments.

23.3.3 Speakers shall address their comments only to the General Plan Advisory Committee as a body and not to a particular member.

23.3.4 Members of the public may only address the General Plan Advisory Committee from the lectern. No member of the public, other than the speaker at the lectern, may address the General Plan Advisory Committee, unless called upon by the Chairperson.

23.3.5 No question shall be asked of Committee Members by a speaker, except through the Chairperson. No question shall be asked of a speaker by a Committee Member, except through the Chairperson. Committee Members, the Chairperson, and the speaker are not obligated to answer any questions asked. The Chairperson may refer questions to staff for a brief answer while the speaker is at the lectern.

23.3.6 Speakers shall not use their time to unduly disrupt the orderly conduct of the General Plan Advisory Committee's meeting.

23.3.7 Speakers are encouraged to avoid repetition.

23.3.8 Speakers are encouraged to avoid making personal attacks.

23.3.9 Each speaker shall relinquish the lectern when his or her time to address the General Plan Advisory Committee has expired.

23.3.10 A speaker may use his or her allotted time to read letters or other documents, play electronic recordings at a non-amplified volume, or otherwise present information to the General Plan Advisory Committee in a non-disruptive manner, provided those activities are completed within the allotted time. The city will not provide the means for a speaker to play an electronic recording.

23.3.11 When called upon during citizen's forum, speakers may address the General Plan Advisory Committee on any item of interest to the public within the General Plan Advisory Committee's subject matter jurisdiction. [54954.3(a)].

23.3.12 When called upon to provide public comment on a specific item of business on the agenda, speakers shall focus their comments on that specific item of business before the General Plan Advisory Committee. [54954.3(a); White v. City of Norwalk, (9th Cir. 1990) 900 F.2d 1421; 78 Ops.Cal.Atty.Gen 224 (1995)].

23.4 Participating Parties Addressing the General Plan Advisory Committee

Participating parties shall comply with the procedures set forth in Section 23 Citizens' Rights when addressing the General Plan Advisory Committee, except that the participating parties shall each have up to a maximum of 10 minutes to address the General Plan Advisory Committee. The Chairperson may set and announce the time limit for each active participant to address the General Plan Advisory Committee based upon the same criteria set forth in Section 23.2 Speaker Time Limit.

23.5 Public Criticism

Public criticism of the City's policies, procedures, programs, or services, or of the acts or omissions of the General Plan Advisory Committee, shall not be prohibited. However, the rights of each speaker to express his or her views is not absolute and nothing in these rules of procedure are intended to confer any privilege or protection for expression beyond that otherwise provided by law. [54954.3].

23.6 Disruptive Speech and Conduct

Any person unduly disrupting a General Plan Advisory Committee meeting may be requested by the Chairperson to leave the meeting. The Chairperson shall discourage demonstrations before the General Plan Advisory Committee, such as applauding or booing. Upon instructions by the Chairperson, a Sergeant-at-Arms may be called for the purpose of removing any person who, in the Chairperson's judgment, has disrupted the meeting. [36813, 38638, 54954.3, 54957.9, Penal Code 403]. When possible, the Chairperson is encouraged to use alternative means, such as direction to speakers to avoid disruption or by taking a recess to review these rules with the speaker, to avoid disruptions to allow the General Plan Advisory Committee to complete its business.

23.7 Written Communications – Post Hearing Notice, and Post Agenda Publication

23.7.1 Submitted after the hearing notice, but before the Agenda Publication.

Any member of the public may submit written comments and materials to the General Plan Advisory Committee through the General Plan Advisory Committee Liaison. All written comments and materials must be submitted between the date public hearing notices are published (10 days prior to the meeting) and noon on the day before agenda publication (3 days prior to the meeting). The General Plan Advisory Committee Liaison shall deliver all written comments and materials received by 12:00 p.m. the day before agenda publication as part of the agenda packet for the posted agenda.

23.7.2 Submitted Post Agenda Publication.

Any member of the public may submit electronic comments to the General Plan Advisory Committee using the electronic submission process the staff liaison specifies and makes available on the City's website within the timeframe provided on the agenda. Any additional attachments can be submitted directly to the staff liaison. All comments submitted using the staff liaison's electronic process will be available to the public and the General Plan Advisory Committee immediately upon submission. The staff liaison shall post on the City's website and deliver any additional materials received by 12:00 p.m. the day of the meeting to the General Plan Advisory Committee in a supplemental packet prior to the meeting.

Physical copies of written comments and materials, and electronic and physical materials submitted to the General Plan Advisory Committee Liaison before 12:00 p.m. noon on the day of the General Plan Advisory Committee meeting, will be included in the supplemental packet. After 12:00 p.m. noon on the day of the General Plan Advisory Committee meeting, any member of the public that desires to submit materials to the General Plan Advisory Committee for consideration at that meeting is hereby instructed to present 9 copies of the materials to the staff liaison for distribution to the General Plan Advisory Committee at its meeting when the item is considered.

23.7.3 Special Meetings and Workshops.

For special meetings and workshops, the staff liaison shall specify the instructions and timeframes for the public to submit comments and materials in the agenda for those meetings.

23.8 Approaching the General Plan Advisory Committee

Once a meeting is called to order, no member of the public shall enter the area between the Committee and public seating without an invitation from the Chairperson. Members of the public may enter the area before and after the meeting, and during a recess, for the purpose of interacting with the individual Committee Members and City staff.

24. General Plan Advisory Committee Deliberation

General Plan Advisory Committee deliberations shall be orderly and guided by the Chairperson to reach a decision on the item before them or to provide the direction sought by staff.

25. Motions

25.1 Making a Motion

A motion may be made by the Chairperson or a Committee Member. Once a motion has been made, the Chairperson will solicit a second. A motion shall die unless it receives a second. If a motion receives a second, the Chairperson shall then invite debate and discussion on the motion and any amendments.

Any Committee Member who makes a motion may withdraw it during debate and discussion, even to the point of interrupting a speaker to do so. If the motion is withdrawn, the Chairperson may ask the person who seconded the motion if the Committee Member wishes to make the motion, subject to another Committee Member's second.

25.2 Categories of Motions

There are four categories of motions that the General Plan Advisory Committee may consider.

The first category is a **basic motion**, which is one that puts forward a decision for consideration. For example, a motion to approve City staff's recommendation.

The second category is a **motion to amend** an earlier motion. Such an amending motion changes a basic motion under discussion in a minor way but does not supersede it. For example, adding a condition to a basic motion to approve staff's recommendation. If the maker of the basic motion, and the second, accept the amendment, then the amendment shall be incorporated into the original motion without the need for a second on the amending motion. If an amendment is not accepted into the basic motion by the moving Committee Members, the process for voting on simultaneous motions is then followed.

The third category is a **substitute motion**. Such a motion completely does away with the basic motion under discussion and puts a new motion before the General Plan Advisory Committee. For example, if the basic motion is to approve staff's recommendation, a substitute motion would propose numerous changes to staff's recommendation or assembles multiple amending motions into a single motion. If a substitute motion is approved, the initial basic motion does not require action since it was substituted. If a substitute motion fails, the process for voting on simultaneous motions is then followed.

The fourth category is a **hostile motion**. A hostile motion is one that seeks to accomplish the opposite effect of the basic motion. For example, when a basic motion is to approve a project, a hostile motion is one to deny the project. If a hostile motion is made, the process for voting on simultaneous motions is then followed.

A decision whether a motion is one to amend or substitute is left to the Chairperson's sole discretion. A decision whether a motion is hostile is left to the Chairperson in consultation with the Committee's Attorney.

25.3 Simultaneous Motions

The General Plan Advisory Committee may consider up to three motions on the floor at one time. The Chairperson may reject a fourth motion until the three before the General Plan Advisory Committee have been resolved. When two or three motions are before the General Plan Advisory Committee, after motions and seconds, the first vote will be on the last motion made. Generally, the discussion when a motion is before the General Plan Advisory Committee should focus on the last motion made. Once the vote on the last motion takes place, if necessary, discussion and decision on additional motions will take place in order.

However, a hostile motion shall not be in the floor at the same time as the motion it challenges. A hostile motion shall be considered after a vote on the basic motion and its amendments, that it challenges.

25.4 Debatable and Non-debatable Motions

Debatable motions are subject to Committee Member comment and discussion before calling for a vote. Non-debatable motions are not subject to Committee Member comment and discussion and are to be voted on immediately.

25.4.1 Debatable Motions

Debatable motions are motions to take action on agenda items and other items of City business. For the purpose of these rules of procedure, all motions are debatable except those expressly identified in subsection 25.4.2. Debate on a motion should continue as long as Committee Members wish to discuss an item, subject to the Chairperson's decision that it is time to move on and take action.

25.4.2 Non-Debatable Motions

Non-debatable motions are procedural and terminating motions. Certain motions once made immediately stop the Committee's deliberations and, upon receipt of a second, should be voted on immediately. The Committee's non-debatable motions are as follows:

a. **Motion to Adjourn**. If passed, a motion to adjourn requires the General Plan Advisory Committee to immediately adjourn to its next regularly scheduled meeting.

b. **Motion to Recess**. If passed, a motion to recess requires the General Plan Advisory Committee to immediately take a recess, the length of which the Chairperson will determine. The Chairperson may order a recess without a motion, and without adjourning the meeting, as the Chairperson determines necessary to maintain decorum and conduct the meeting in an orderly fashion.

c. **Motion to Fix the Time to Adjourn**. If passed, a motion to fix the time to adjourn the meeting requires the General Plan Advisory Committee to adjourn at a specific time set in the motion.

d. **Motion to Table an Item**. If passed, a motion to table an item postpones an item indefinitely or to a date and time certain set in the motion. If the motion does not contain a specific time, an additional motion is required to bring the item back to the General Plan Advisory Committee at a future meeting.

e. **Motion to Continue an Item**. A motion to continue an item has the same effect as a motion to table but is generally used when good cause exists or in response to a request by staff, a Committee Member, or a participating party, as set forth in Section 17 Continuance of Agenda Items, or a scheduling problem arises. If passed, the motion continues the item indefinitely or to the date and time set in the motion. If the motion does not contain a specific time, an additional motion is required to bring the item back to the General Plan Advisory Committee at a future meeting.

f. **Motion to Call the Question**. A motion to call the question, also known as moving the previous question or limiting debate, stops further General Plan Advisory Committee deliberation, debate, and discussion on an item. It can be stated as stopping debate or discussion within a certain period of time, such as 15 minutes. If seconded, the Chairperson shall then call for a vote on the motion or motions pending before the Committee as provided for in Section 10(g) Motion to Be Stated.

25.5 Miscellaneous Motions and Appeals

25.5.1 Motion to Reconsider

A motion to reconsider any action taken by the General Plan Advisory Committee may be made as follows: (1) The motion must be made by a Committee Member that voted along with majority that voted for the original motion that passed, although the motion for reconsideration may be seconded by any Committee Member; (2) The motion must be made either at the meeting at which the action to be reconsidered was taken, or, at the next regular meeting, provided appropriate due process is afforded to any participating parties; (3) The motion is debatable;

and (4) If any participating party has left the meeting, or if the motion comes at a subsequent meeting, the ultimate decision to be reconsidered must take place at a subsequent meeting.

25.5.2 Committee Member Appeal

Any Committee Member may appeal any ruling by the Chairperson. If a Committee Member so moves and the motion is seconded, after debate, the ruling of the Chairperson may be reversed by majority vote. If an appeal is taken, the question shall be, “Shall the decision of the Chair be sustained?”

26. Action and Direction

26.1 Votes, General Rules

Unless otherwise provided, the General Plan Advisory Committee’s actions must be passed pursuant to a majority vote on a motion, and the motion may not be considered unless it is seconded. A simple majority vote by those Committee Members present is necessary to pass a motion providing direction to staff or establishing administrative policy.

Any Committee Member may, before the “Nays” are called for, demand that a roll call vote be taken on the motion before the Committee. The Chairperson’s name shall be called last with other Committee Members’ names called in alphabetical order by the staff liaison. Committee Members shall not give explanations for their vote during roll call.

If a motion does not receive the necessary majority vote for passage, the Chairperson may solicit additional discussion and another motion for further deliberation and voting. If further discussion and deliberation does not result in a motion receiving a majority vote necessary to pass a motion, the Chairperson may declare that “no action has been taken” and proceed with the remainder of the agenda. In the event of a tie vote, the procedures in section 26.2 Tie Votes, shall control.

If a Committee Member is present at the meeting but abstains from voting on a motion or is silent during the vote on the motion, then the rules in section 26.3 Abstentions and Silence shall govern how the Committee Member’s silence or abstention is tabulated.

26.2 Tie Votes

Generally, a motion fails if there is a tie vote. After a tie vote, the Chairperson may solicit additional discussion and another motion in an attempt to break the tie. If the tie vote occurs during a Committee Member absence, and the absent Committee Member does not have a conflict of interest related to the item being voted on, the General Plan Advisory Committee may continue the item to a subsequent meeting when the absent Committee Member is expected to be present in an effort to resolve the tie. If the tie

vote is not resolved, the motion shall fail, and the Chairperson may declare that “no action has been taken” and proceed with the remainder of the agenda. However, if a decision is legally compelled under state law (such as the Permit Streamlining Act), the tie vote shall constitute a denial of the application, project before the General Plan Advisory Committee and an appeal could be submitted for final decision by the City Council.

26.3 Abstentions and Silence

The City Council discourages abstentions since abstentions without legal conflict may impede the General Plan Advisory Committee’s actions, for example by causing a tie vote. Abstentions also deprive Livermore residents of one vote of nineteen and may diminish accountability of Committee Members on items of legitimate concern. At the same time, it is not the City Council’s intention to impede any individual Committee Member’s right to choose not to speak or vote on an item.

If any Committee Member wishes to abstain from voting on a motion, the Committee Member must announce the abstention when the item of business is first called for consideration and must not participate in the consideration of the item, in which case the minutes will reflect that the Committee Member abstained from the vote.

If the Committee Member does not announce an abstention when the item of business is first called for consideration, or the Committee Member participates in the consideration of the item, and the Committee Member’s abstains during the vote, then that Committee Member’s vote shall be tabulated in favor of the motion.

Silence of any Committee Member shall be tabulated along with the majority of the votes cast by the Committee Members present and voting on the motion since the silent Committee Member is conceding to the majority’s wishes.

This rule is intended to expressly modify Rosenberg’s Rules of Order, Revised 2011 for counting votes with regard to abstentions and silence by a Committee Member.

26.4 Protests

Any Committee Member shall have the right to enter into public record reasons for dissent or protests against any motion carried by the majority.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 10.1**

DATE: April 10, 2023

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Supplemental materials received prior to the meeting.

RECOMMENDED ACTION

SUMMARY

These materials were posted online and made available to the public at the same time that they were distributed to the City Council.

5.1	Approval of draft minutes - March 6, 2023 Special Meeting, March 13, 2023 Regular Meeting, and March 27, 2023 Regular Meeting. Material: Revised Draft Minutes for March 27, 2023 Regular Meeting
6.1	Hearing to receive and consider protests and direct staff to proceed with field abatement work on non-compliant properties under the 2023 Fire Hazard Abatement Program. Material: PowerPoint Presentation
7.1	Resolution receiving the Annual Review of Military Equipment Report, determining that the equipment identified in the report complies with applicable standards, and authorizing the Military Equipment Ordinance 2.36.200 to be renewed and remain in effect. Material: PowerPoint Presentation
7.2	Discussion and Direction regarding Comprehensive General Plan Update - Land Use Alternatives Evaluations and a Resolution amending the General Plan Advisory Committee Rules of Procedure. Materials: Public Comment Received and PowerPoint Presentation
8.0	Council Committee Reports and Matters Initiated by City Manager, City Attorney, Staff, and Council Members Material: Council Reports

DISCUSSION

ATTACHMENTS

1. Supplemental Materials

Prepared by: Debbie Elam
Acting Assistant City Clerk

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

MINUTES

LIVERMORE
CALIFORNIA

CITY COUNCIL
MARCH 27, 2023

CLOSED SESSION

CALL TO ORDER – The Closed Session of the City Council was called to order by Mayor John Marchand at 6:15 pm, held in person at 1016 S. Livermore Avenue and remotely using Zoom and YouTube.

ROLL CALL – Present: Mayor John Marchand, Vice Mayor Brittni Kiick and Council Members Ben Barrientos, and Robert W. Carling.
Absent: Council Member Branning.

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE CITY COUNCIL REGARDING CLOSED SESSION ITEMS.

Mayor Marchand opened the public comment period.

There were no speakers and the hearing was closed.

1. ADJOURN TO CLOSED SESSION

1.1 Conference with Labor Negotiator, Conference Joint Powers Agency Confidential Information. To meet with Administrative Services Director, Tina Olson, Human Resources Manager, Nancy Dias, Senior Human Resources Analyst, Kristen Hilton, Human Resources Analyst II, Kaylin Larson, and Tim Davis, Attorney with Burke, Williams & Sorensen, the City's and the Livermore-Pleasanton Fire Department's negotiators, pursuant to Government Code sections 54957.6 and 54956.96, regarding the Livermore-Pleasanton Fire Department Joint Powers Authority's negotiations with The International Association of Firefighters, Local 1974, AFL-CIO-CLC for the Battalion Chief's unit.

REGULAR MEETING

2. CALL TO ORDER – The meeting of the City Council was called to order by Mayor John Marchand at 7:00 pm, held in person at 1016 S. Livermore Avenue and remotely using Zoom and YouTube.

ROLL CALL – Present: Mayor John Marchand, Vice Mayor Brittni Kiick and Council Members Ben Barrientos, and Robert W. Carling.
Absent: Council Member Branning.

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

Mayor Marchand reported there was no reportable action taken.

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Proclamation declaring March 2023 as American Red Cross Month, presented to Disaster Action Committee Volunteer Jan Peterson and Alameda County Leadership Council Member Varsha Clare.

Recommendation: Staff recommend the City Council declare March 2023 as American Red Cross Month.

Mayor Marchand presented the proclamation.

3.2 Proclamation declaring March 2023 as March for Meals Month, presented to Carrie Oldes, Meals on Wheels Program Manager.

Recommendation: Staff recommends City Council declare March 2023 as March for Meals Month.

Mayor Marchand presented the proclamation.

4. OPEN FORUM

Mayor Marchand opened the public comment period.

David McGuigan provided a comment.

There were no more speakers and the public comment period was closed.

5. CONSENT CALENDAR

Mayor Marchand opened the public comment period.

There were no speakers and the public comment period was closed.

ON THE MOTION OF VM KIICK, SECONDED BY CM CARLING, AND CARRIED ON A 4-0 VOTE, THE CITY COUNCIL APPROVED THE CONSENT CALENDAR.

5.1 Approval of draft minutes - February 27, 2023 Regular Meeting and March 2, 2023 Special Meeting.

Recommendation: Staff recommended the City Council approve the draft minutes.

5.2 Resolution 2023-041 authorized an agreement with Oliveira Enterprises, Inc. for mulch procurement and application services in an amount not-to-exceed $600,000 for three years to comply with the requirements of SB 1383.

Recommendation: Staff recommended City Council adopt a resolution authorizing execution of an agreement with Oliveira Enterprises, Inc. to provide in an amount not-to-exceed $600,000 over the three-year term.

5.3 Resolution 2023-042 approved extending the Alameda County Abandoned Vehicle Abatement Program until May 31, 2033.

Recommendation: Staff recommended the City Council adopt a resolution to approve extending the Alameda County abandoned vehicle abatement program until May 31, 2033.

5.4 Resolution 2023-043 authorized the approval of grant application and acceptance of $60,000 grant funds through the California Energy Commission Grant for Automated Solar Permit Processing.

Recommendation: Staff recommended the City Council adopt a resolution:
1. Authorizing the Chief Building Official or designee, to execute all documentation necessary to apply for the $60,000 grant for the California Automated Permit Processing Program.
2. Authorizing the City Manager or designee, to execute any agreements and accept the $60,000 grant funds awarded through the California Automated Permit Processing Program.

5.5 Resolution 2023-044 to summarily vacate a portion of the existing storm drain easement in Veterans Way, recorded May 20, 1968, reel 2184, images 414-420, and authorize the City Manager to quitclaim the storm drain easement to unencumber the Blacksmith Square Expansion and the L Street Garage Project.

Recommendation: Staff recommended the City Council adopt a resolution to summarily vacate a portion of existing storm drain easement in Veterans Way, recorded May 20, 1968, reel 2184, images 414-420, and authorize the City Manager to quitclaim the storm drain easement to City of Livermore, a municipal corporation, and Blacksmith Square LLC.

5.6 Resolution 2023-045 approved the City of Livermore Salary Plan to reflect previous agreements, creation of new classifications, and retitled positions in accordance with California Code of Regulations, Title 2, Section 570.5.

Recommendation: Staff recommended the City Council adopt a resolution approving modifications to the City of Livermore Salary Plan to reflect previous agreements, creation of new classifications, and retitled positions.

5.7 Resolution 2023-046 approved the City of Livermore Recruitment Incentive Policy effective April 1, 2023.

Recommendation: Staff recommended the City Council adopt a resolution approving the City of Livermore Recruitment Incentive Policy effective April 1, 2023 and authorizes the City Manager to offer recruitment incentives consistent with the approved policy.

6. PUBLIC HEARINGS

6.1 Hearing to consider the Housing Element Annual Progress Report, which tracks the City's progress towards implementing the Housing Element of the General Plan and meeting its Regional Housing Need Allocation (RHNA), pursuant to Government Code Section 65400.

Recommendation: Staff recommended the City Council adopt a resolution accepting the 2022 Housing Element Annual Progress Report.

Senior Planner Tricia Pontau and Planning Manager Steve Stewart presented the staff report.

Mayor Marchand opened the public comment period.

There were no speakers and the public comment period was closed.

ON THE MOTION OF CM CARLING, SECONDED BY VM KIICK AND CARRIED ON A 4-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION:

Resolution 2023-047 accepted the 2022 housing element annual progress report.

6.2 Hearing to consider adoption of a resolution establishing an annual fee for a home occupation permit renewal, which is required when a resident is employed and works from their home, in the amount of $50.00, consistent with Livermore Development Code Section 9.05.100.

Recommendation:
Staff recommended the City Council adopt a resolution establishing an annual fee for home occupation permit renewal in the amount of $50.

Principal Planner Steve Riley and Planning Manager Steve Stewart presented the staff report.

Mayor Marchand opened the public comment period.

Anonymous Speaker provided a comment.

There were no more speakers and the public comment period was closed.

ON THE MOTION OF VM KIICK, SECONDED BY CM CARLING AND CARRIED ON A 4-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION:

Resolution 2023-048 established an annual fee for a home occupation permit renewal, which is required when a resident is employed and works from their home, in the amount of $50.00, consistent with Livermore Development Code Section 9.05.100.

7. MATTERS FOR CONSIDERATION

7.1 Resolution approving the 2023 City of Livermore State and Federal Legislative Platform.

Recommendation: Staff recommends the City Council adopt a resolution approving the 2023 City of Livermore State and Federal Legislative Platform.

Assistant to the City Manager Stephanie Egidio presented the staff report.

Mayor Marchand opened the public comment period.

There were no speakers and the public comment period was closed.

ON THE MOTION OF VM KIICK SECONDED BY CM CARLING AND CARRIED ON A 4-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION WITH ITEMS 6,7, AND 9 UNDER AFFORDABLE HOUSING, ITEMS 1 AND 4 UNDER PLANNING AND SUSTAINABILITY, AND ITEM 5 UNDER TRANSPORTATION AND PARKING CHANGED FROM “OPPOSE” TO “MONITOR” AND INCLUDING A CATEGORY FOR ITEMS THAT ALIGN WITH THE CITY’S CLIMATE ACTION PLAN.

Resolution 2023-049 adopting the 2023 State and Federal Legislative Platform for the City of Livermore.

8. COUNCIL COMMITTEE REPORTS AND MATTERS INITIATED BY CITY MANAGER, CITY ATTORNEY, STAFF AND COUNCIL MEMBERS

THE MAYOR AND CITY COUNCIL MEMBERS PROVIDED A SUMMARY OF RECENTLY ATTENDED EVENTS AND MEETINGS IN ADDITION TO THE INFORMATION PROVIDED IN THE SUPPLEMENTAL PACKET. COUNCIL MEMBERS WHO DID NOT PROVIDE A SUMMARY IN THE SUPPLEMENTAL PACKET ARE INCLUDED BELOW.

Livermore Amador Valley Transit Authority VM Kiick noted her attendance at the meeting on March 27, 2023.

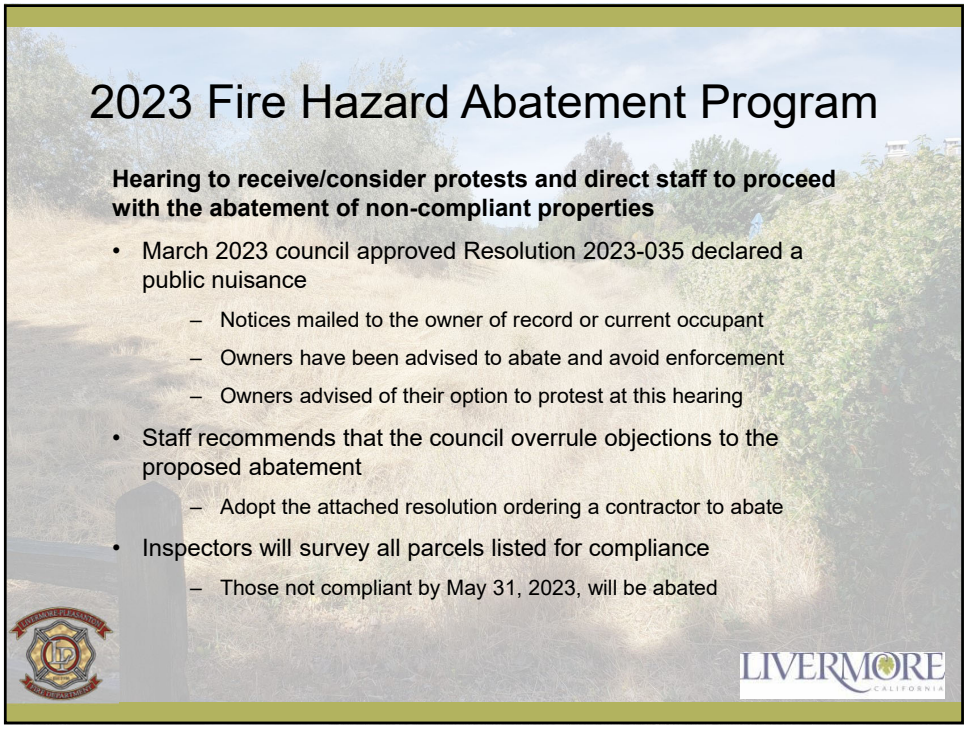
8. ADJOURNMENT – at 8:00 pm Regular City Council meeting on Monday, April 10, 2023 at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue and virtually using Zoom.

APPROVED: _____
JOHN P. MARCHAND, MAYOR

ATTEST: _____
MARIE WEBER, CITY CLERK


2023 Fire Hazard Abatement Program
April 10, 2023
Presented by Ryan Rucker, Deputy Chief
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1


2023 Fire Hazard Abatement Program
Hearing to receive/consider protests and direct staff to proceed with the abatement of non-compliant properties
• March 2023 council approved Resolution 2023-035 declared a public nuisance
– Notices mailed to the owner of record or current occupant
– Owners have been advised to abate and avoid enforcement
– Owners advised of their option to protest at this hearing
• Staff recommends that the council overrule objections to the proposed abatement
– Adopt the attached resolution ordering a contractor to abate
• Inspectors will survey all parcels listed for compliance
– Those not compliant by May 31, 2023, will be abated
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2



Military Equipment Ordinance and Annual Report Summary

April 10, 2023
Presented by Captain Jason Boberg

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1

What are the Legal Requirements of the Military Equipment Law?

- Beginning in 2022, the California Government Code requires law enforcement agencies to present a military equipment policy, by ordinance, for Council consideration and renewal annually. The initial military equipment policy was adopted by Council April 11, 2022.
- The law requires Council oversight related to the funding, acquisition, and use of certain types of equipment, deemed 'military equipment' by the legislation.

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2

What does Military Equipment Look Like in Livermore?



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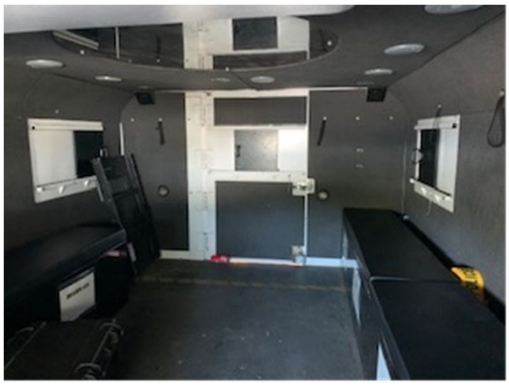
Livermore PD's Armored Rescue Vehicle



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4

Inside of the Armored Rescue Vehicle



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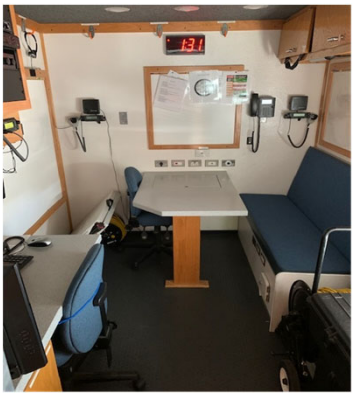
Community Outreach Vehicle



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6

Inside of the Community Outreach Vehicle



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7

Unmanned Ground Vehicle



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8

Unmanned Arial Systems (UAS)



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9

Overview of the Proposed LPD UAS Program

- Historically, the Livermore Police Department has relied upon the Alameda County Sheriff's Office (ACSO) for UAS services, which were provided free of charge. ACSO has made recent changes that limit the availability of UAS services. There has been some discussion about ACSO implementing a fee schedule to charge for such services. Based on the recent changes and staff's recognized value of UAS's, the Livermore Police Department proposes implementing its own UAS program.
- Benefits of this proposal include increased availability of UAS's, greater efficiency in providing services to the community, increased operational capabilities, increased situational awareness leading to potentially better outcomes, and internal control of related data.
- Operators will be licensed by the FAA and will be trained to utilize the UAS's in accordance with all applicable laws and regulations.

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10

Use of UAS's

(a) Public safety and life preservation missions including, but not limited to, barricaded suspects, building/open area searches for criminal suspects, hostage situations, active shooters, and high-risk search/arrest warrants
(b) Lost or missing persons/search and rescue
(c) Disaster response
(d) Suspected explosive devices
(e) Hazardous material releases
(f) Crime/collision scene documentation
(g) Pursuant to a search warrant
(h) Mass gatherings or special events where security concerns exist or criminal activity is occurring
(i) In support of the Livermore-Pleasanton Fire Department or other entities (City departments or outside agencies) when the underlying mission meets authorized use parameters

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11

UAS Privacy Considerations

- UAS's will only be used with supervisory approval, within the scope outlined in the related policy.
- UAS's will not be used to conduct random patrols or surveillance.
- UAS's will not be used to routinely monitor mass gatherings, protests, or demonstrations where security concerns do not exist or where criminal activity is not occurring.
- Operators would be trained to minimize viewing and recording areas that have a reasonable expectation of privacy unless the area is the focus of the investigation and there is a legal right to view the area (search warrant, exigency, consent, etc.)
- All UAS usage will be tracked and reported to the public and the City Council in accordance with the law.
- LPD will retain UAS data and will follow applicable laws related to retention and release of data.
- LPD can redact data prior to release if there is a legal or privacy related reason to do so.

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12

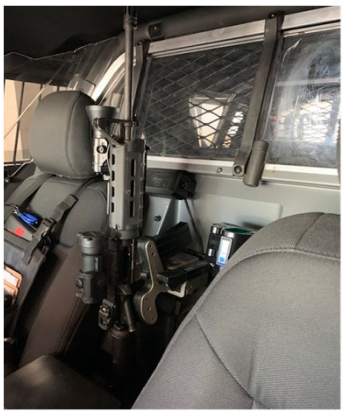
UAS Program Cost

- 9 UAS's of varying sizes and capabilities= $35,379
- 4 viewers with remote controls=$6,348
- Extra batteries, cameras, and spotlights = $17,175
- Total hardware is approximately $58,902, with additional costs of pilot training, pilot data licensing, data storage, flight software, and other miscellaneous items.
- The estimated total cost for the program (including taxes) over a 5-year period include an initial investment of about $73,000 in year one and then approximately $14,500 per year for the remaining four years. The ongoing costs are primarily associated to recurring fees related to flight software and data storage.

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13

Patrol Rifle



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14

Kinetic Energy Weapons
FN303 Device



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15

Bean Bag Shotgun System



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16

40mm Kinetic Energy Launcher System with
Foam-Tipped Munitions



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17

Noise-Flash Diversionary Devices and CS Smoke





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18

Battering Ram or Breaching Apparatus





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19

Annual Report Summary
2022 Equipment Usage

- Kinetic energy projectiles were used on three occasions
- The armored rescue vehicle was used on eleven occasions
- Unmanned aerial or ground vehicles were used on eight occasions

*It should be noted that these statistics include LPD deployments of equipment in other jurisdictions through LPD's joint SWAT operations with the Pleasanton Police Department.

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20

Expenditures and Proposed Expenditures

- Fiscal Year (FY) 21-22 and 22-23 expenditures were $36,980 for new equipment
- Proposed expenditures for equipment in FY 23-24 are $51,319. This does not include peripheral costs related to the proposed implementation of an LPD UAS program (data storage, flight software, extra batteries, training, etc.)
- Proposed equipment expenditures for FY 24-25 are $34,770

*additional costs will include maintenance, training, miscellaneous expenses related to the main categories of equipment.

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21

Information is Regularly Available on the Livermore Police Department's Website on the Transparency and Information Page

Assembly Bill 481 - Military Equipment Funding, Acquisition and Use Policy –

Effective January 1, 2022, Assembly Bill (AB) 481 requires law enforcement agencies to obtain approval of the applicable governing body (Mayor and City Council), by adoption of a military equipment use policy prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined below.

LPD's Military Equipment policy is available to view here

2022 - List of LPD's current Military Equipment

2022 AB481 Military Equipment Report

If you have any questions or comments and would like to submit them to us, please click here to do so.

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22

Additional Outreach and Transparency Efforts

- On February 21, 2023, staff provided a comprehensive presentation to the Chief's advisory group on the proposed UAS program.
- In March 2023, staff updated the LPD website to include the new equipment inventory and the 2022 annual military equipment report.
- On March 21, 2023, staff hosted a public community meeting related the department's use of military equipment. The Chief's advisory group also attended that meeting. The meeting was publicized on social media, on the LPD lobby's public bulletin board, and on the department's website.
- Staff responded to one inquiry on the transparency and information page related to this topic.

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23

Questions?

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24

City Council Agenda for Monday, April; 10, 2023

To: Livermore City Clerk cityclerk@LivermoreCA.gov
Subject: Item7.2 on the April 10, 2023 Council Agenda

The agenda for the Livermore City Council meeting April 10th, under Item 7.2, says to "Direct staff to include the geographic area east of Greenville Road in the evaluation study for the General Plan Update." Greenville Road is Livermore's eastern Urban Growth Boundary (UGB). A General Plan Update to include the area east of Greenville Road is merely a precursor to overturning the widely-popular Urban Growth Boundary established by the voters when they approved County Measure D.

That popularity was expressed by Livermore voters who rejected the Pardee urban development for North Livermore, deceitfully labeled, as I recall, "Livermore Trails." Pardee Homes failed to convince Livermore voters, after spending a great deal of money on the election. Pardee even moved a vice president to Livermore, who then joined and handed out donations to good Livermore organizations. She left town after the election failed.

In a letter to Livermore Mayor John Marchand dated February 14, 2023, the company Topcon explains the difficulty of acquiring land for industrial purposes, and proposes a solution: "We believe that processing would be much more efficient if this propery were within the City boundaries and City control would also enable consistent enforcement of use of regulations, which would go a long way toward cleaning up this importanat corridor. We believe that bringing this property within the control of the City would allow Topcon to maximize the investment made for potential future expansion and consolidation of our our business within the City.

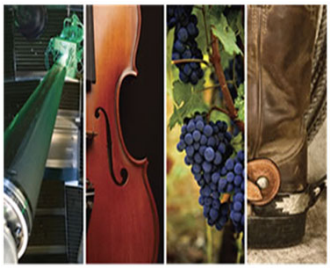
The problem is, the 60-acre parcel purchased by TopCon is east of Greenville Road, and therefore outside the Urban Growth Boundary. The proposed General Plan amendment would smooth the path to City annexation, as it would already be approved by the General Plan. TopCon wants the city to annex their land east of Greenville Road because they can't get what they want from the County. Alameda County is withholding approval because the land is protected by Measure D, the voter-approved establishment of Urban Growth Boundaries. It would take a county-wide vote to permit the land, now designated Large Parcel Agriculture, to be changed to industrial use. That's why they're going to the city.

If the UGB is moved now and the land annexed by the Ciy, why not again, and again? There's no logical end to the process except the county line. Most people in the city like the idea of agriculture and open space close to where they live, and they won't benefit from urban development east of Greenville. I believe there is already adequate industrial land within the City, north of the Laboratory and next to the airport, to support Topcon's move to Livermore.

If it were not trying to circumvent long-time Livermore policies, procedures, and values, I would say that Topcon would be a fine addition to Livermore, based on what I read. However, they are trying one of the oldest and disreputable games in real estate: buy a parcel zoned for some lower-value use, then influence decision-makers to change the zoning to a higher use, and pocket the profits.

I therefore urge the City Council to ***not approve inclusion of the land east of Greenville Road in the General Plan Update.***

Sincerely,
Richard Ryon
Livermore citizen



General Plan Update
Project Check-In

April 10, 2023

Andy Ross, Economic Development Manager

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1

Presentation Outline

- Progress Report
- New Information
  - GPAC rules of procedure
  - East of Greenville
- Staff recommendations
- Questions



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2

Progress Report

Completed Tasks:

- Visioning
- Research and Analysis
- Housing Element Update



Current Tasks:

- Land Use Alternatives
- Policy Development
- General Plan EIR

Upcoming Tasks:

- Draft General Plan

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3

General Plan Advisory Committee Rules

- Initial committee membership: 19 members; quorum set at 10
- Current membership: 13
- Staff recommends setting quorum at majority of current membership



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4

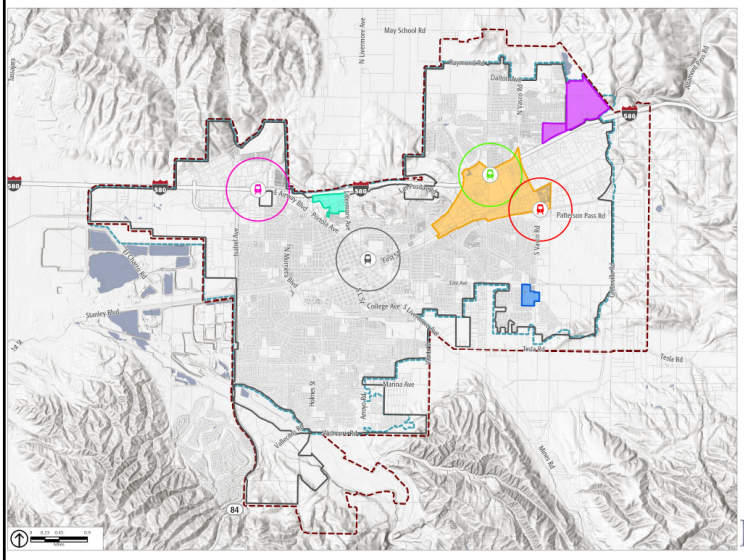
General Plan feedback to date: GPAC and Business Community

- Establish Livermore's "Identity" as a leader and innovator in science and technology
- Ensure long-term investment and sustainability of South Livermore Valley
- Replace the inventory of commercial-industrial land that is redesignated for housing
- Ensure Jobs/Housing Match and a balance of in-out-commuting
- Explore opportunities for higher education (University), research campuses (Lab Partnerships), and high-quality jobs
- Explore growth opportunities for industrial campus environments in the geographic area east of Greenville Road

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5

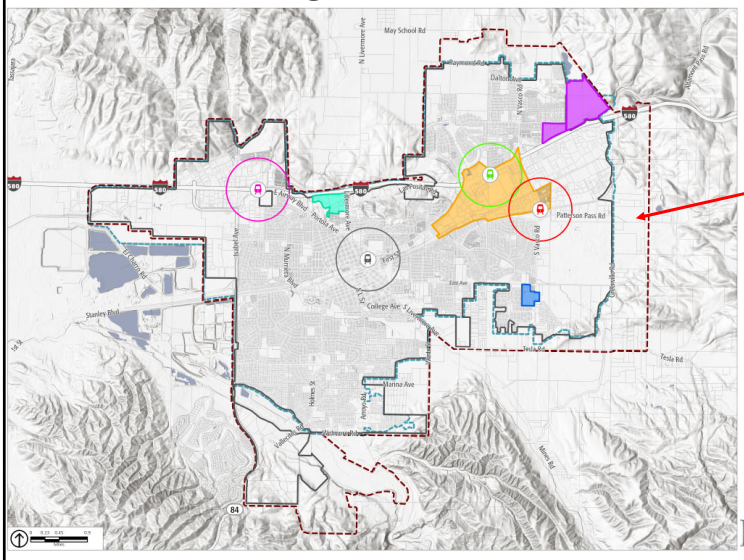
Current Focus Areas



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6

Current Focus Areas and Potential East of Greenville Focus Area



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7

Area East of Greenville Road



- Relatively flat terrain with hills to the north, east, and south
- Outside of municipal and urban growth boundaries
- Under jurisdiction of Alameda County
- Serves as, and can be enhanced as, a Gateway to Livermore wine country
- Adjacent to existing industrial areas and National laboratories (north and central)
- Adjacent to South Livermore includes attributes suited to quality wine grape production

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8

Timeline to Add East of Greenville Focus Area

Task/Deliverable/Milestone	Dates
- Council Direction	April 10, 2023
- Admin Draft Report	June 2023
- Public Review Draft - Published	July/August 2023
- Public Outreach - GPAC workshops	August 2023
- Planning Commission	September 2023
- Council Direction	October 2023

9

Staff Recommendations

Staff recommends the City Council:

1) Receive a report from staff on the status of the comprehensive General Plan Update and the land use alternatives evaluation process.

2) Adopt a resolution amending the General Plan Advisory Committee Rules of Procedure reducing the total number of committee members to 13 and the number required to constitute a quorum to majority of current membership.

3) Direct staff to include the geographic area east of Greenville Road in the land use evaluation study for the General Plan Update.

*Consistent with 5-Year Strategic Plan Pillars and Goals

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10

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Mayor Marchand	3/29/2023	Pleasanton Chamber of Commerce	Pleasanton State of the City Address	Update on the City of Pleasanton delivered by Mayor Brown.
Mayor Marchand	3/29/2023	Innovation Tri-Valley	Series of company presentations at the Innovation Tri-Valley Gamechangers awards program	Recognition and awards to local companies recognized for new, innovative game-changing technologies.
Mayor Marchand	3/30/2023	TV 30	Recording the bi-weekly Mayor's Report	Updated viewers on things happening around the City
Mayor Marchand	3/30/2023	Livermore-Pleasanton Liaison Committee	Liaison meeting.	Update and received comments on potential changes to the Airport Development policies.
Mayor Marchand	3/31/2023	Ad Hoc LAFCO meeting	Interviews	Selected the new alternate public member.
Mayor Marchand	4/2/2023	Livermore Art Association	LAA Spring Show	Attended the show and presented the City Awards.
Mayor Marchand	4/5/2023	Chamber of Commerce	Chamber of Commerce Business Alliance Meeting	Presented an update on City activities and heard a presentation on a new Habitat for Humanity affordable housing development.
Mayor Marchand	4/10/2023	Alameda County Transportation Commission	Meeting of the Planning, Policy and Legislation Committee	Received an update on the Paratransit program and approved the contract amendments for the Safe Routes to Schools program which includes bus passes for students at 9 Livermore Schools. Received an update on local and regional legislation and approved an on-call professional services contract.

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Council Member Barrientos	3/31/2023	EBCE	Zoom mtg with Clean Energy Alliance	Information meeting about their concerns and objectives
Council Member Barrientos	4/3/2023	Airport Commission Mtg	Regular meeting.	No major decisions taken. Getting to know who the members are

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Council Member Branning	3/16/2023	Common point anniversary celebration		
Council Member Branning	3/17/2023	JCRC	Israel/Palestine seminar trip	10 day trip to Israel and Palestine with other elected officials to learn about the realities of the conflict and life in both countries.
Council Member Branning	4/3/2023	LAVTA	Board meeting	Updates on Capitol projects

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Council Member Carling	3/29/2023		ITV Game Changer Awards	
Council Member Carling	3/30/2023	Livermore/Pleasanton liaison committee		airport discussion