LIVERMORE
CALIFORNIA

CITY COUNCIL

AGENDA
MONDAY, OCTOBER 23, 2023

REGULAR 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

ZOOM IS CURRENTLY SUSPENDED UNTIL FURTHER NOTICE

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

TV29:
Comcast TV Channel 29
tv29live.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 - 6:30 PM

- 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 Litigation. To meet with legal counsel pursuant to Government Code section 54956.9(d)(4) to decide whether to initiate litigation based on existing facts and circumstances. (One case)

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 Livermore Human Services Commission Annual Update presented by Jon Orellana, Chair, Livermore Human Services Commission.

Recommendation:
Staff recommends the City Council accept the Livermore Human Services Commission annual update.

Staff Report

3.2 Proclamation recognizing October as Domestic Violence Awareness Month presented to Tri-Valley Haven Executive Director, Christine Dillman.

Recommendation:
Staff recommends City Council recognize October as Domestic Violence Awareness Month and honor Tri-Valley Haven for their work.

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.
- 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 found at the entrance of the Council Chambers. A speaker is limited to a single comment with a maximum of three minutes for the entire Consent Calendar. If Consent Calendar items are pulled for discussion by the City Council, a speaker will be allowed one comment on the items pulled for discussion and a separate comment for the remaining Consent Calendar. The one comment limit applies 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 - September 25, 2023 Regular Meeting.

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

Staff Report
Attachments:
1. 2023-09-25 Draft Meeting Minutes

5.2 **Adopt an Ordinance** amending section 11.08.010 Definitions and section 11.08.080 Hangar Waiting Lists of Chapter 11.08 Airport Rules and Regulations of the Livermore Municipal Code.

Recommendation:
Staff recommends that the City Council adopt an ordinance amending section 11.08.010 Definitions and Section 11.08.080 Hangar Waiting Lists of Chapter 11.08 Airport Rules and Regulations of the Livermore Municipal Code.

Staff Report
Attachments:
1. Ordinance
2. Exhibit A - Hangar Waitlist Policy Ordinance

5.3 **Introduce an ordinance** and waive the first reading, adding Chapter 8.21 Summary Abatement of Graffiti to the Livermore Municipal Code.

Recommendation:

Staff recommends the City Council introduce an ordinance and waive the first reading, adding Chapter 8.21 Summary Abatement of Graffiti to the Livermore Municipal Code, with an effective date of January 1, 2024.

Staff Report
Attachments:
1. Ordinance
2. Exhibit A - LMC Chapter 8.21

5.4 **Introduce an omnibus ordinance** and waive the first reading to adopt modifications to the Livermore Municipal Code and the Livermore Development Code.

Recommendation:
Staff recommends City Council introduce an omnibus ordinance and waive the first reading adopting modifications to the Livermore Municipal Code and Livermore Development Code to update references, strike outdated terms, add additional references, clarify existing provisions, and to make additional technical or non-substantive corrections.

Staff Report
Attachments:
1. Ordinance

5.5 Resolution authorizing supplemental appropriations in the amount of $535,000 to Fiscal Year 2023-24 and $250,000 to Fiscal Year 2024-25 and awarding and authorizing execution of an agreement with Redgwick Construction Company, in an amount not-to-exceed $1,849,844, for construction of the Railroad Avenue Street Improvements Project No. 2021-16.

Recommendation:
Staff recommends the City Council adopt a resolution for the Railroad Avenue Street Improvements Project 2021-16:

1. Authorizing a supplemental appropriation of Sewer Replacement Fund (Fund 239) in the amount of $115,000 to FY 2023-24;
2. Authorizing supplemental appropriations of Gas Taxes (Fund 650) in the amount of $210,000 to FY 2023-24 and $125,000 to FY 2024-25;
3. Authorizing supplemental appropriations of Gas Tax-SB1 (Fund 651) in the amount of $210,000 to FY 2023-24 and $125,000 to FY 2024-25;
4. Awarding a construction contract to Redgwick Construction Company, in an amount not-to-exceed $1,849,844, and authorizing the City Manager to sign the agreement;
5. Rejecting all other bids or proposals; and
6. 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.

Staff Report
Attachments:
1. Location Map
2. Resolution
3. Exhibit A - Construction Contract with Redgwick Construction Company

5.6 Resolution approving an exception to the Livermore Municipal Code bidding requirement and authorizing sole sourcing specific brands of equipment and instruments for the construction of the Water Reclamation Plant (WRP) UV Treatment System Replacement Project No. 2021-28.

Recommendation:
The acting City Engineer recommends the City Council adopt a resolution:

1. Authorizing sole sourcing specific brands of equipment and instruments for the construction of the Water Reclamation Plant (WRP) UV Treatment System Replacement Project No. 2021-28;
2. Approving, per the recommendation of the acting City Engineer, an exception to the bidding requirement contained in Livermore Municipal Code Section 2.68.550(C), because there is no competitive advantage to be gained by inviting bids and the acting City Engineer has determined that the supplies and equipment are unique and available for a sole source; and
3. Authorizing the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of the resolution.

Staff Report
Attachments:
1. Project Location
2. Resolution

5.7 Resolution approving an exception to the Livermore Municipal Code bidding requirements and authorizing sole sourcing specific brands of equipment and instruments for the construction of the Airway Pump Station Improvements Project No. 2021-30.

Recommendation:
The acting City Engineer recommends the City of Livermore City Council adopt a resolution:

1. Authorizing sole sourcing specific brands of equipment and instruments for the construction of the Airway Pump Station Improvements Project No. 2021-30;
2. Approving, per the recommendation of the acting City Engineer, an exception to the bidding requirement contained in Livermore Municipal Code Section 2.68.550(C), because there is no competitive advantage to be gained by inviting bids and the acting City Engineer has determined that the supplies and equipment are unique and available for a sole source; and
3. Authorizing the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of the resolution.

Staff Report
Attachments:
1. Project Location
2. Resolution

5.8 Resolution authorizing execution of a Low-Income For Sale Housing Agreement with TH Arroyo Vista, LLC, for a 435-unit subdivision located in the Arroyo Vista neighborhood, generally to the east and north of Las Positas Road, south of Arroyo Vista Road, west of Bennett Drive and bisected by the Arroyo Seco channel intersection (VTTM 8379).

Recommendation:
Staff recommends the City Council adopt a resolution authorizing execution of a Low-Income For Sale Housing Agreement with TH Arroyo Vista, LLC, for a 435-unit subdivision located in the Arroyo Vista Neighborhood Area, generally to the east and north of Las Positas Road, south of Arroyo Vista Road, west of Bennett Drive and bisected by the Arroyo Seco channel (Vesting Tentative Tract Map 8379).

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Agreement

5.9 Resolution approving allocation of the Tourism and Special Event Grant monies for July 1, 2023-June 30, 2024, and authorizing the execution of grant agreements with Altamont Cruisers, Livermore Valley Opera, Quest Science Center, Rotary Club of Livermore, and Shakespeare's Associates, Inc. in the amount of $2,000 each.

Recommendation:
Staff recommends City Council adopt a resolution approving allocation of Tourism and Special Event Grant monies for July 1, 2023-June 30, 2024, and authorize the execution of grant agreements with Altamont Cruisers, Livermore Valley Opera, Quest Science Center, Rotary Club of Livermore, and Shakespeare's Associates, Inc. in the amount of $2,000 each.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Grant Agreement with Altamont Cruisers
3. Exhibit B - Grant Agreement with Livermore Valley Opera
4. Exhibit C - Grant Agreement with Quest Science Center
5. Exhibit D - Grant Agreement with Rotary Club of Livermore
6. Exhibit E - Grant Agreement with Shakespeare's Associates

5.10 Resolution authorizing a First Amendment to the agreement with PlaceWorks, Inc. for the Comprehensive General Plan and Housing Element Update, increasing the scope of work and the not-to-exceed amount from $2,800,000 to $3,026,000 and extending the term to December 31, 2025.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the execution of a First Amendment to the agreement with PlaceWorks, Inc. to update the Livermore General Plan and Housing Element, increasing the scope of work and the not-to-exceed amount from 2,800,000 to $3,026,000 and extending the term to December 31, 2025.

Staff Report
Attachments:
1. June 28, 2021, Staff Report
2. Resolution
3. Exhibit A - Agreement

5.11 Resolution authorizing execution of the second amendment to the agreement with Ruggeri-Jensen-Azar for on-call engineering design services increasing the not-to-exceed contract amount from $1,200,000 to $1,800,000 and extending the term of the agreement one year to December 31, 2024.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the City Manager to execute the second amendment to the agreement with Ruggeri-Jensen-Azar for on-call engineering design services increasing the not-to-exceed contract amount from $1,200,000 to $1,800,000 and extending the term of the agreement to December 31, 2024.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Ruggeri-Jensen-Azar Second Amendment

5.12 Resolution authorizing execution of an agreement with Avenu Insights & Analytics, LLC for business license and tobacco retail license services in an amount not-to-exceed $450,000 for administration services and $250,000 per account for discovery/recovery and deficiency audit services.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an agreement with Avenu Insights & Analytics, LLC for business license and tobacco retail license services in an amount not-to-exceed $450,000 for administration services and $250,000 per account for discovery/recovery and deficiency audit services, for a term of three years with two one-year renewal options.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Avenu Insights and Analytics LLC Agreement

5.13 Resolution authorizing execution of a purchase order with Asana, Inc. for the purchase of 250 Asana Enterprise Licenses in an amount not-to-exceed $219,000.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing execution of a purchase order with Asana, Inc. for the purchase of 250 Asana Enterprise Licenses in an amount not-to-exceed $219,000.

Staff Report
Attachments:
1. Asana Quote
2. Resolution

5.14 Resolution accepting the FY 2022-23 Year-end Budget Report, allocating the General Fund budget surplus for various purposes, and appropriating additional budget to those funds that

ended FY 2022-23 with expenditures in excess of budget.

Recommendation:
Staff recommends City Council adopt a resolution accepting the FY 2022-23 Year-end Budget Report, allocating the General Fund budget surplus for various purposes, and appropriating additional budget to those funds that ended FY 2022-23 with expenditures in excess of budget.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - FY 2022-23 Year End Budget Report
3. Exhibit B - Summary of Allocations of FY2022-23 General Fund Surplus
4. Exhibit C - Appropriations to Cover Expenditures Over Budget

5.15 Resolutions approving amendments to the City of Livermore Salary Plan, adding 1.0 full time Regular Employee position, approving a 5% salary adjustment for members of the Police Officer's Association, Police Management Association, and the Police Chief, and confirming approval of a one-time 2% payment to members of the Association of Livermore Employees, Livermore Management Group, Livermore Management Confidential Employees, Livermore Confidential Employees and Livermore Executive Management Employees.

Recommendation:
Staff recommends the City Council adopt three resolutions to do the following:

- Resolution 1 - 2023 Salary Plan:
    1. Approving the November 2023 Salary Plan to incorporate wage adjustments for the City Manager, City Attorney, and Executive Management employees;
    2. Authorizing an increase in the salary range for the Airport Manager;
    3. Authorizing the allocation of an additional 1.0 full time Regular Employee position for the Innovation and Economic Development Department; and,
    4. Authorizing the City Manager to make annual salary and cost of living adjustments for the Executive Management employees that are the same as the annual adjustments to the Livermore Management Group.

- Resolution 2 - 2024 Salary Plan:
    1. Approving the January 2024 Salary Plan to incorporate a 5% base salary adjustment to the classifications in the Livermore Police Officer's Association, Livermore Police Management Association, and the Police Chief, effective January 1, 2024.

- Resolution 3 - Lump Sum:
    1. Approving a one-time 2% of base salary lump sum bonus for the following employees who are employed by the City as of January 1, 2024: the employees in the Livermore Association of Employees group, Executive Management employees (excluding the Police Chief), employees in the Livermore Management Group management confidential employees, and confidential employees.

Staff Report

Attachments:

1. Resolution 1 - 2023 Salary Plan
2. Resolution 1 - Exhibit A - 2023 Salary Plan
3. Resolution 2 - 2024 Salary Plan
4. Resolution 2 - Exhibit A - 2024 Salary Plan
5. Resolution 3 - Lump Sum

5.16 Resolution of continued local emergency in response to impacts from a series of severe storm events earlier this year.

Recommendation:

Staff recommends the City Council adopt a resolution of continued local emergency in response to impacts from a series of severe storm events earlier this year.

Staff Report

Attachments:

1. Resolution

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 consider the Housing and Human Services needs and Housing and Human Services Grant Priorities for Fiscal Year 2024-25.

Recommendation:

The Human Services Commission and staff recommend the City Council adopt a resolution approving the Housing and Human Services Grant Priorities for Fiscal Year 2024-25.

Staff Report

Attachments:

1. Resolution
2. Exhibit A - City of Livermore Housing and Human Services Grant Priorities FY 2024-25

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 approving an amended and restated employment contract with the City Manager.

Recommendation:

The Evaluation Subcommittee recommends the City Council adopt a resolution approving an amended and restated employment contract with the City Manager.

Staff Report

Attachments:
1. City Manager Employment Contract REDLINE
2. Resolution
3. Exhibit A - City Manager Employment Contract

7.2 Resolution approving an amended and restated employment contract with the City Attorney.

Recommendation:
The Evaluation Subcommittee recommends the City Council adopt a resolution approving an amended and restated employment contract with the City Attorney.

Staff Report
Attachments:
1. City Attorney Employment Contract REDLINE
2. Resolution
3. Exhibit A - City Attorney Employment Contract

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

9. ADJOURNMENT

To a Regular City Council meeting on Monday, November 13, 2023 at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue.

10. SUPPLEMENTAL MATERIALS

10.1 Supplemental materials.

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. 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.

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 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. 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

If you would like to deliver written materials to the City Council as part of your public comment, please provide 10 copies to the City Clerk with your speaker card.

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. 3.1**

DATE: October 23, 2023

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Livermore Human Services Commission Annual Update presented by Jon Orellana, Chair, Livermore Human Services Commission.

RECOMMENDED ACTION

Staff recommends the City Council accept the Livermore Human Services Commission annual update.

SUMMARY

DISCUSSION

ATTACHMENTS

Prepared by: Josh Thurman
Human Services Program Manager

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

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

DATE: October 23, 2023

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Proclamation recognizing October as Domestic Violence Awareness Month presented to Tri-Valley Haven Executive Director, Christine Dillman.

RECOMMENDED ACTION

Staff recommends City Council recognize October as Domestic Violence Awareness Month and honor Tri-Valley Haven for their work.

SUMMARY

DISCUSSION

ATTACHMENTS

1. Proclamation

Prepared by: Josh Thurman
Human Services Program Manager

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

Proclamation

of the
City of Livermore

Honoring

TRI-VALLEY HAVEN

October 23, 2023

WHEREAS, *domestic violence affects people of all genders, sexual orientations, ages, racial, ethnic, cultural, social, religious, and economic groups in the United States. In October 1987, the first Domestic Violence Awareness Month was observed to connect advocates from across the nation who are working to end violence against women and their children; and*

WHEREAS, *although progress has been made toward preventing and ending domestic violence and providing support to survivors and their families, important work remains to be done. Policymakers and communities must work together to support survivor-centered solutions and provide education, awareness and understanding of domestic violence and its causes; and*

WHEREAS, *domestic violence programs in California provide essential, lifesaving services for survivors, their children, and communities while amplifying prevention programs and community-based strategies to create healthy environments and decrease the likelihood of domestic violence from occurring in the first place; and*

WHEREAS, *Tri-Valley Haven in Livermore shelters women and children who are victims of violence and in need of a safe, confidential location providing immediate safety, respite, and supportive services including financial assistance. Tri-Valley Haven also advocates for change, focuses on prevention programs and provides counseling services to empower individuals to regain their sense of self, pride and accomplishment;*

NOW, THEREFORE, *the City Council of the City of Livermore honors Tri-Valley Haven for its efforts to create a more peaceful society one person, one family and one community at a time, to build a world without violence.*

Mayor John Marchand

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: October 23, 2023

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Approval of draft minutes - September 25, 2023 Regular Meeting.

RECOMMENDED ACTION

Staff recommends the City Council approve the draft minutes.

SUMMARY

DISCUSSION

ATTACHMENTS

1. 2023-09-25 Draft Meeting 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
SEPTEMBER 25, 2023

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 and Council Members Ben Barrientos and Robert W. Carling. Absent: Vice Mayor Brittni Kiick and Council Member Evan Branning.

PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Proclamation declaring September 2023 as Youth Climate Action Month, presented to the Livermore Youth Climate Summit student planning team.

Mayor Marchand presented a proclamation to the Livermore Youth Climate Summit student planning team declaring September 2023 at Youth Climate Action Month.

3.2 Proclamation declaring October 1 - 7, 2023 as Water Professionals Appreciation Week presented to Water Resources Division Manager Anthony Smith.

Mayor Marchand presented a proclamation to City of Livermore Water Resources Division Manager Anthony Smith.

3.3 Poet Laureate annual update, presented by City of Livermore Poet Laureate Peggy Schimmelman.

City of Livermore Poet Laureate Peggy Schimmelman presented the annual update.

3.4 i-GATE update to City Council presented by Executive Director Yolanda Fintschenko.

I-Gate Executive Director Yolanda Fintschenko presented the update.

4. OPEN FORUM

Mayor Marchand opened the public comment period.

David McGuigan provided a comment.

Jennifer Lininger, Outreach Specialist, Veterans First Program, Las Positas College provided a comment.

Jason Gumataotao provided a comment.

Donna Cabanne provided a comment.

A speaker via Zoom provided a comment that some might find offensive and that was not clearly within the City Council's subject matter jurisdiction.

City Council took a 5-minute break.

A speaker via Zoom provided a comment that some might find offensive and that was not clearly within the City Council's subject matter jurisdiction.

The Mayor moved the remaining portion of Open Forum to be heard after Matters for Consideration.

5. CONSENT CALENDAR

Item 5.3 Council Member Barrientos requested an update on affordable housing regarding Item 5.3. Community Development Director Paul Spence provided an update.

Mayor Marchand opened the public comment period.

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

ON THE MOTION OF COUNCIL MEMBER CARLING, SECONDED BY COUNCIL MEMBER BARRIENTOS AND CARRIED ON A 3-0 VOTE, THE CITY COUNCIL APPROVED THE CONSENT CALENDAR.

5.1 Introduction of an Ordinance and waive the first reading, amending Section 1.04.010 Definitions and Rules of Construction in Title 1 General Provisions in the Livermore Municipal Code to define the Superintendent of Streets.

5.2 Resolution 2023-162 authorizing the City Manager to execute a first amendment to the agreement with ICF Jones and Stokes Inc, for the Livermore Habitat Conservation Plan, increasing the not-to- exceed agreement amount to $699,927.

5.3 Resolution 2023-163 authorizing execution of a Low-Income For Sale Housing Agreement with Shea Homes, Inc. for an 89-unit subdivision located in the Isabel Neighborhood Specific Plan Area, north-east of the Portola Avenue / Collier Canyon Road intersection (VTTM 8613).

5.4 Resolution 2023-164 authorizing the execution of an agreement with Western Roofing to replace the Green House #3 roof at the Water Resources Plant (WRP) in an amount not-to-exceed $359,724 and authorizing an appropriation of $359,724 from the Water Resources Replacement Fund (239) to fund the roof replacement.

5.5 Resolution 2023-165 authorizing execution of a three-year agreement with SNF Polydyne, Inc. for the supply of polymer chemicals used for the dewatering process at the Livermore Water Reclamation Plant (LWRP) in an amount not-to-exceed $1,111,000.

5.6 Resolution 2023-166 authorizing execution of a two-year grant agreement with i-GATE Development Corporation for entrepreneurial support and development activities for Fiscal Years 2023-24 and 2024-25 in the amount of $300,000 per year.

5.7 Resolution 2023-167 determining Tract 8613, Shea Portola Townhomes, located at the northeast corner of Portola Avenue and Collier Canyon Road, is annexed to the City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services).

5.8 Resolution 2023-168 approving modifications to the City of Livermore Salary Plan to reflect previously approved Association of Livermore Employees (ALE) labor agreement increase and an adjustment to the Risk Manager classification in accordance with California Code of Regulations, Title 2, Section 570.5.

5.9 Resolution 2023-169 authorizing a purchase order with Schwarze Industries Inc. in the amount of $822,824 with a financial contingency in an amount not-to-exceed ten percent (10%), for two replacement street sweepers.

5.10 Resolution 2023-170 authorizing the City Manager to execute a first amendment to the lease agreement with GTE Mobilnet of California Limited Partnership d/b/a Verizon Wireless to revise the location of leased premises on City's Property for placement of wireless equipment.

6. PUBLIC HEARINGS – NONE

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.

Council Member Barrientos stated he had to excuse himself from the meeting early and the City Clerk announced that per the City Council Rules of Procedure, due to lack of quorum, the meeting was adjourned.

9. ADJOURNMENT – at 8:08 pm due to loss of quorum to a Regular City Council Meeting on Monday, October 9, 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: October 23, 2023

TO: Honorable Mayor and City Council

FROM: Judy Erlandson, Acting Public Works Director

SUBJECT: **Adopt an Ordinance** amending section 11.08.010 Definitions and section 11.08.080 Hangar Waiting Lists of Chapter 11.08 Airport Rules and Regulations of the Livermore Municipal Code.

RECOMMENDED ACTION

Staff recommends that the City Council adopt an ordinance amending section 11.08.010 Definitions and Section 11.08.080 Hangar Waiting Lists of Chapter 11.08 Airport Rules and Regulations of the Livermore Municipal Code.

SUMMARY

DISCUSSION

ATTACHMENTS

1. Ordinance
2. Exhibit A - Hangar Waitlist Policy Ordinance

Prepared by: Benedict Stuth
Acting Airport Manager

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN ORDINANCE AMENDING SECTION 11.08.010 *DEFINITIONS* AND SECTION 11.08.080 *HANGAR WAITING LISTS* OF CHAPTER 11.08 *AIRPORT RULES AND REGULATIONS* OF THE LIVERMORE MUNICIPAL CODE

The Livermore Airport Hangar Waitlist Policy ("Policy") establishes procedures for managing hangar waitlists at the Livermore Municipal Airport.

The Policy is approved by the City of Livermore Airport Commission ("Airport Commission") and may be amended from time to time.

In May 2020, the Livermore Airport began the process of updating the Policy to prioritize unmet essential air services ("Essential Air Services") at the Airport. Prior to this time, the hangar waitlist was operated on a first come first served basis. As a result, if an Essential Air Service ceased utilizing hangar space for its operations and the first-in-line tenant for the vacated hangar did not provide Essential Air Services, there would be a gap in aviation services available to pilots at the Airport.

The Airport Commission approved the revised Policy on June 5, 2023. The revised Policy now permits prioritizing unmet Essential Air Services for certain vacant hangar space. This recent revision to the Policy necessitates an update to Sections 11.08.010 and 11.08.080 of the Livermore Municipal code to bring the City of Livermore's hangar waiting list ordinance in line with the revised Policy.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LIVERMORE DOES ORDAIN AS FOLLOWS:

Section 1. *Amendment.* Sections 11.08.010 and 11.08.080 of the Livermore Municipal Code are hereby amended as set forth in Exhibit A, attached hereto. In Exhibit A, the deletions are shown using a strikethrough, and the added language is shown with an underline, but the stricken language and the underlines themselves shall not be codified in the Municipal Code, which publication shall only reflect the final language.

Section 2. *Environmental.* The adoption of this ordinance is not a project as defined by the California Environmental Quality Act Guidelines Section 15378 and therefore, is not subject to environmental review.

Section 3. *Severability*. If any part of this ordinance is declared invalid by a court, such invalidity shall not affect any of the remaining parts.

Section 4. *Publication.* This ordinance shall be published once in a newspaper of general circulation of the City of Livermore within fifteen days after its adoption.

Section 5. *Effective date*. This Ordinance shall take effect 30 days after its adoption.

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore held on October 9, 2023, by the following vote:

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

The ordinance was adopted at the regular meeting of the City Council held on October 23, 2023, by the following vote:

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

_____
Mayor, City of Livermore

ATTEST:

_____
Marie Weber
Deputy City Manager/City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Assistant City Attorney

Exhibit A – Amended Sections 11.08.010 (Definitions) and 11.08.080 (Hangar Waiting Lists) of Chapter 11.08 (Airport Rules and Regulations) of the Livermore Municipal Code

11.08.010 Definitions.

For the purposes of this chapter, the following definitions shall apply:

“Abandoned or unclaimed aircraft” means an aircraft that has not been utilized, flown or worked on for a period of 13 consecutive months when stored inside a hangar or on a tie-down, and/or has not been maintained in flyable condition. Abandoned or unclaimed aircraft are aircraft which do not appear to cause or constitute an imminent or immediate danger to the health or safety of persons using the airport.

“Accident” means a collision or other contact between any part of an aircraft, vehicle, person, stationary object and/or other thing which results in property damage, personal injury, or death; or an entry into or emergence from a moving aircraft or vehicle by a person which results in personal injury or death to such person or some other person or which results in property damage.

“Aeronautical activity” means any activity that involves, makes possible, facilitates, is related to, assists in or is required for the operation of an aircraft or airport or which contributes to, or is required for, the safety of aircraft and/or airport operations.

“Affiliate” means any company that controls, or is controlled by, or is under common control with another company.

“Agreement,” “license” or “permit” means a written contract, executed by both parties and enforceable by law, between the City and an individual or entity granting a concession, transferring rights or interest in land and/or improvements, and/or otherwise authorizing and/or prohibiting the conduct of certain activities. Such agreement will recite the terms and conditions under which the activity will be conducted at the airport including, but not limited to, the term of the agreement, rents, fees, and charges to be paid by the individual or entity; and the rights and obligations of the respective parties. Examples include, but are not limited to, commercial aviation permits and hangar lease agreements.

“Air traffic control” means the service, control and authority established by FAA or contract tower personnel to promote the safe, orderly, and expeditious flow of air traffic.

“Aircraft” means any contrivance now known or hereafter invented which is used or designed for navigation of or flight in air, except a parachute or other contrivance designed for such navigation but used primarily as

safety equipment. This includes, but is not limited to, airplanes, airships, balloons, dirigibles, rockets, helicopters, gliders, gyrocopters, ground-effect machines, sailplanes, amphibians, ultralights, light sport and seaplanes.

“Aircraft maintenance” means the repair, maintenance, alteration, preservation, or inspection of aircraft including the replacement of parts and shall be considered either major repairs or minor repairs. “Major repairs” include major alterations to the airframe, powerplant, and propeller as defined in 14 CFR Part 43. “Minor repairs” include normal, routine annual inspection with attendant maintenance, repair, calibration, or adjustment of aircraft and their accessories.

“Aircraft operator” means a person who uses, causes to be used, or authorizes to be used an aircraft, with or without the right of legal control (as owner, lessee, or otherwise), for the purpose of air navigation including the piloting of aircraft, or on any part of the surface of the airport.

“Airframe and powerplant mechanic” (or “A and P mechanic”) means a person who holds an aircraft mechanic certificate with both the airframe and powerplant ratings. This certification is issued by the Federal Aviation Administration (“FAA”) under the provisions of 14 CFR Part 65.

“Airplane” means, more specifically, an engine-driven, fixed-wing aircraft heavier than air that is supported in flight by the dynamic reaction of the air against its wings.

“Airport” means the Livermore municipal airport, located in the City of Livermore, state of California.

“Airport Commission” means those persons appointed to that position by the City Council.

“Airport manager” means the person appointed to this job classification by the City, or the City’s authorized representative.

“Airport operating area” or “AOA” means any area of the airport used or intended to be used for landing, taking off, or surface maneuvering of aircraft.

“Aviation-related activity” means any activity conducted on airport property that provides service and support to airport users. The following are examples of aviation-related activities; they include but are not limited to ground transportation, restaurants, auto parking lots, concessions, etc.

“Based aircraft” means any aircraft assigned a reserved tie-down, shelter or hangar space for the majority of the calendar year, whether or not such assignment is made under a written lease with the City.

“Commercial aviation permit” or “CAP” means the legal agreement between the airport and an individual or entity providing a commercial aeronautical activity which is consistent with the adopted minimum standards for commercial aeronautical activities and which grants permission to perform such activity on or from the airport property, whether directly or indirectly related to aviation activities or aeronautical activities, and with the intent to generate and/or secure earnings, income, compensation (including exchange or barter of goods and services), and/or profit, whether or not such objectives are accomplished.

“Derelict aircraft or vehicle” means any vehicle, aircraft or other property which causes or constitutes or reasonably appears to cause or constitute an imminent or immediate danger to the health or safety of the persons using the airport or a significant portion thereof.

“Essential Services” means those services that owners and operators of non-turbojet powered aircraft less than 12,500 lbs. maximum takeoff weight need to maintain airworthiness of such aircraft. At a minimum, these services shall include Avionics, Airframe and Powerplant Major Repair and Alteration performed by Federal Aviation Administration (FAA) certificated Repair Station(s).

“FAA” means the Federal Aviation Administration, which is the agency of the United States government that has the responsibility of promoting safety in the air.

“Fixed base operator” or “FBO” means a person, partnership, corporation, unincorporated association, their assignees or sub-lessees which perform a commercial aeronautical activity upon the airport pursuant to an agreement between the City and the individual or entity.

“Fuel” means any substance (solid, liquid, or gaseous) used to operate any engine in aircraft, e.g., avgas, jet fuel, ethanol-free premium auto fuel, diesel, and biofuel. These fuels may also be used in vehicles or equipment, as appropriate and permitted.

“Fuel handling” means the transportation, delivering, fueling, or drainage of fuel or fuel waste products.

“Hangar” means a fully enclosed, lockable storage space for one or more aircraft, further defined by size and purpose as follows:

1. Commercial hangar: These hangar units encompass no less than 10,000 square feet of floor and office space and are generally intended to be occupied by one or more FBOs.

2. Corporate hangar: These square or rectangular hangars encompass more than 3,600 square feet and are generally intended to house larger corporate or business-type single- and twin-engine aircraft.

3. Executive hangar: These square or rectangular hangars encompass at least 2,500 square feet of floor space and are generally intended to house corporate or business-type single- and twin-engine airplanes.

4. Rectangular hangar: These hangar units encompass at least 1,800 square feet of floor space and are generally intended to accommodate large single- or twin-engine airplanes.

5. T-hangar: These hangar units are configured to accommodate an airplane's "T" shape, encompass at least 900 square feet of floor space, and are generally intended to accommodate smaller single- and twin-engine airplanes. The T-hangars located at the end of each hangar building contain an additional half of the square footage of a T-hangar unit, and are referred to as "T-combo" units.

"Hazardous materials" means any oil, petroleum products, flammable substances, explosives, radioactive materials, wastes, or substances or any other wastes, material or pollutants which pose a hazard to the health and safety of any person on or entering the airport property or which are classified as hazardous materials under applicable regulatory measures.

"Lessee" or "tenant" means an individual or entity that has entered into an agreement with the airport to occupy, use, and/or develop land and/or improvements and engage in aeronautical activities.

"Long-term lease" means a ground lease with any initial term longer than five years.

"Medium-term lease" means a facility lease with any initial term longer than 30 days but no more than five years.

"Minimum standards" means those guidelines, qualifications, standards, and criteria set forth as the minimum requirements to be met as a condition precedent to the right to engage in activities at the airport, adopted by the City Council by resolution and as may be amended from time to time. These are also referred to as the minimum standards for commercial aeronautical activities.

"Movement areas" are those portions of the AOA that are under the control and jurisdiction of FAA air traffic control, primarily taxiways and runways.

"Operator" means an individual or entity that has entered into an agreement with the airport to engage in commercial aeronautical activities.

"Person" means an individual, firm, partnership, corporation, company, association, joint-stock association, or governmental entity.

"Preventive maintenance" means simple or minor preservation operations and the replacement of small standard parts not involving complex assembly operations.

"Regulatory measures" means federal, state, county, and city laws, codes, ordinances, policies, rules and regulations, all as may be in existence, hereafter enacted, and amended from time to time.

"Rules and regulations" means the provisions contained in this title and adopted by ordinance by the City Council and which pertain to the use and operations of the airport.

"Self-fueling" means the fueling of an aircraft by the owner of the aircraft with his or her own employees and using his or her own equipment.

"Special event" means a specific occasion so arranged or planned for a particular purpose that is in addition to or more than the permitted activities engaged in by an individual (including an operator, lessee or third parties) or entity at the airport pursuant to an agreement.

"Specialized aviation service operator" (or "SASO") means a commercial operator engaged in providing a single aeronautical service, or a combination of aeronautical services, including but not limited to aircraft maintenance, avionics or instrument maintenance, aircraft rental and/or flight training, aircraft charter or aircraft management, aircraft sales, and/or aircraft storage, as permitted. A SASO is not permitted to engage in aeronautical activities involving the sale of aviation fuel.

"SWPPP" means the current stormwater pollution and prevention program in place at the airport, as may be amended from time to time.

"Tie-down" means the area, paved or unpaved, suitable for parking and mooring of aircraft wherein suitable tie-down points have been located.

"Transient aircraft" means any aircraft which utilizes the airport for occasional temporary purposes, generally no longer than seven days, and which is based at another airport and is not assigned a reserved tie-down or hangar at the airport.

"Unmet Essential Services" means a condition that exists whenever aircraft owners and operators are not able to obtain Essential Services at the Livermore Airport. ~~(Ord. 2085 § 1(A), 2019; Ord. 2065 § 1(A), 2018; Ord. 1916 § 1(5), 2010; Ord. 1905 § 1, 2010)~~

11.08.080 Hangar waiting lists.

A. The airport maintains three waiting lists, one for T-hangars and one each for small and large box hangars (e.g., rectangular, executive and corporate hangars). These lists are derived from a hangar application form which is available at the airport office or from the City's website. The application must be completed by the applicant and submitted to the airport office along with a required deposit. The applicants' names will be listed by date in chronological order with the earlier dates at the top of the list. When a T-hangar ~~or small box hangar~~ becomes available, the person on the top of that list will be contacted and offered that unit. After being contacted by staff, the person will have ~~three~~ five (5) business days to accept the unit for lease. If the person declines the unit because he or she does not currently own an aircraft~~,~~ or is a tenant with one or more hangars and/or tie-downs not currently in compliance with lease terms or this chapter, he/she will remain on the top of the list as having "passed" until such time the tenant obtains an aircraft or is fully in compliance with the lease terms. ~~After two passes the applicant will be moved to the bottom of the list~~Upon the second refusal, the applicant will be moved to the bottom of the appropriate list. Subsequent refusals will result in removal from the waiting list. Anyone removed from the waiting list may restore their name to the bottom of the list by contacting the Airport.

B. The policy for administering the ~~large~~box hangar waiting lists for rectangular, executive and corporate hangars reflects the City's intention to use these hangars to store corporate or business-type aircraft and/or to accommodate entities seeking to conduct commercial aeronautical activities pursuant to the airport minimum standards and/or a Commercial Aviation Permit (CAP).

~~The policy statement on waiting list for large (box) hangars is available at the airport office or from the City's website.~~ Entities on the waiting list for box hangars will be first ordered on the intended use of hangar space with aeronautical use listed before those entities with intended non-aeronautical use of the hangar. When box hangars become available, if the Livermore Airport is in a condition of Unmet Essential Services, priority shall be first given to applicants that will provide Essential Services. Second priority will be given to applicants that either own an airworthy aircraft of a size that is too large to fit into a smaller hangar or who hold a current CAP that justifies the need for a box hangar to engage in the commercial activity. Third priority will be given to other aeronautical use, with leases only available month-to-month until a higher priority application is submitted.

Non~~Finally, non-~~aeronautical users can be listed for month-to-month lease of a box hangar until a higher priority application is submitted. Failure to obtain FAA approval and provide the needed Essential Services within a

reasonable amount of time will result in lease termination, and reinstatement of Unmet Essential Services condition.

Otherwise, in normal times, box hangars will be offered to applicants with aircraft too large to fit in smaller hangars.

The applicants' names will be listed by date in chronological order with the earlier dates at the top of the list. If the applicant ~~person~~ declines the unit because he or she does not currently own an aircraft or is a tenant with one or more hangars and/or tie-downs not currently in compliance with lease terms or this chapter, the applicant ~~he/she~~ will remain on the top of the list as having "passed" until such time the tenant obtains an aircraft or is fully in compliance with the lease terms. Upon the second refusal, the applicant will be moved to the bottom of the appropriate list. Subsequent refusals will result in removal from the waiting list. Anyone removed from the waiting list may restore their name to the bottom of the list by contacting the Airport. If at any time should hangar availability exceed demand and a vacant hangar become available, non-aeronautical use may be permitted under limited terms, including month to month terms at fair market commercial rates. ~~The policy is approved by the Airport Commission and may be amended from time to time.~~

C. The number of corporate and executive hangars that an entity and its affiliates may lease at the airport is limited to three units in order to allow others the opportunity to use hangar space for aeronautical storage or service on the airport.

~~C~~D. Individuals on the list are responsible for keeping their contact information current at all times. If at any time an individual cannot be contacted at the address provided, that individual's name will be removed from the list and their waiting list deposit forfeited. ~~(Ord. 2082 § 1(G), 2019; Ord. 2065 § 1(A), 2018; Ord. 1916 § 1(7), 2010; Ord. 1905 § 1, 2010)~~

LIVERMORE
CALIFORNIA

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

DATE: October 23, 2023

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: **Introduce an ordinance** and waive the first reading, adding Chapter 8.21 Summary Abatement of Graffiti to the Livermore Municipal Code.

RECOMMENDED ACTION

Staff recommends the City Council introduce an ordinance and waive the first reading, adding Chapter 8.21 Summary Abatement of Graffiti to the Livermore Municipal Code, with an effective date of January 1, 2024.

SUMMARY

It is the purpose and intent of the City Council, through the adoption of this chapter, to provide additional enforcement tools to protect public and private property from acts of vandalism and defacement, including the application of graffiti on privately and publicly owned walls and structures.

This ordinance is intended to provide the tools for an immediate and balanced response to address the negative impacts of graffiti. The proposed ordinance establishes a reduced timeline for graffiti removal and the ability for the City of Livermore to abate graffiti when a timely response from property owners for removal has not been met.

DISCUSSION

Graffiti has become a pervasive issue that causes aesthetic degradation, blight, and public safety concerns. A well-structured and comprehensive graffiti ordinance can help maintain the visual appeal of the community, protect public and private property, and promote a sense of safety and security among residents.

To provide context, staff conducted research to compare how other neighboring jurisdictions respond to graffiti. The research showed that a varied response exists. For example: the response ranges from requiring abatement within 48 hours up to three weeks.

To guide staff efforts in writing an effective graffiti abatement ordinance, staff devised a trial model to

study the timeline and to determine a reasonable amount of time for property owners to abate. The pilot was conducted by Neighborhood Preservation staff and concluded that a 7-day period to abate provided property owners with a reasonable time to mobilize resources. The pilot program was very successful in garnering compliance within the 7-day period. The ordinance also provides discretion and flexibility for the Neighborhood Preservation officer to provide additional time to a property owner that shows a good faith effort to gain compliance.

Recognizing that property owners are themselves the victims of graffiti, the proposed 7-day timeframe strikes a balance between the importance of a prompt response to reduce the proliferation of graffiti and the needs of the property owner in having sufficient time to acquire materials and do the work or hire a contractor.

In addition to providing a reasonable timeline for property owners to abate, as a last resort, this ordinance grants the City of Livermore the authority to abate graffiti and an instrument to recover the cost when property owners do not respond promptly, which is necessary to prevent graffiti from persisting on public or private property. This helps maintain the overall appearance and safety of the community. Furthermore, the ordinance includes a 48-hour window to request a hearing to provide property owners with an opportunity to dispute any actions taken by the City of Livermore, ensuring due process. This safeguards property owners' rights and provides a mechanism for resolving disputes.

FISCAL AND ADMINISTRATIVE IMPACTS

None

COMMUNITY PILLAR

1: A Safe Community that Thrives

GOAL

13: Focus enforcement (including Neighborhood Preservation) activities on community priorities

ATTACHMENTS

1. Ordinance
2. Exhibit A - LMC Chapter 8.21

Prepared by: Franc Moufarrej
Building Official

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN ORDINANCE ADDING CHAPTER 8.21 *SUMMARY ABATEMENT OF GRAFFITI* TO THE LIVERMORE MUNICIPAL CODE

Graffiti vandalism has become a prevalent issue within the City of Livermore ("City"), leading to blight, decreased property values, and a negative impact on the overall quality of life in the community. The City recognizes the need to address graffiti vandalism promptly and efficiently to maintain and enhance the aesthetic and economic value of the area and promote a sense of safety and security among the City's residents.

It is necessary to establish a comprehensive and effective program to combat graffiti vandalism, which includes provisions for the removal of graffiti from public and private property; this ordinance is consistent with the principles of property rights, free expression, and due process, and its enforcement is intended to be fair and non-discriminatory.

This ordinance aims to encourage property owners to promptly remove graffiti from their property by offering guidance and assistance, while also providing a mechanism for the City of Livermore to act in cases of non-compliance to mitigate the negative impact of graffiti vandalism and ensure timely removal.

With this ordinance, the City Council seeks to create a cleaner, safer, and more attractive community for its residents, businesses, and visitors. The Summary Abatement of Graffiti ordinance will address the issue of graffiti vandalism and protect the interests of the community.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LIVERMORE DOES ORDAIN AS FOLLOWS:

Section 1. *Addition to the Code.* Chapter 8.21 *Summary Abatement of Graffiti* is hereby added to the Livermore Municipal Code, as set forth in Exhibit A, attached hereto.

Section 2. *Environmental.* The passage of this ordinance is not a project according to the definition in the California Environmental Quality Act and, therefore, is not subject to the provisions requiring environmental review.

Section 3. *Severability*. If any part of this ordinance is declared invalid by a court, such invalidity shall not affect any of the remaining parts.

Section 4. *Publication.* This ordinance shall be published once in a newspaper of general circulation of the City of Livermore within fifteen days after its adoption.

Section 5. *Effective date.* This Ordinance shall take effect thirty days after its adoption.

Section 6. *Enforcement.* Enforcement of the ordinance shall be stayed, and it shall not be enforced until January 1, 2024.

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore held on October 23, 2023, by the following vote:

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

The ordinance was adopted at the regular meeting of the City Council held on _____, by the following vote:

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

_____
Mayor, City of Livermore

ATTEST:

_____
Marie Weber
Deputy City Manager/City Clerk

APPROVED AS TO FORM:

/s/ Katherine Mirassou
_____
Katherine Mirassou
Deputy City Attorney

Exhibit A - Ordinance

Chapter 8.21
Summary Abatement of Graffiti

Sections:

8.21.010 Purpose
8.21.020 Definitions
8.21.030 Prohibition of Graffiti
8.21.040 Abatement
8.21.050 Request for Administrative Hearing
8.21.060 Abatement Costs

8.21.010 Purpose

A. The purpose of this chapter is to provide a program and enforcement tools, in addition to those already provided by state law, to remove graffiti from walls and structures on both public and private property and to prevent and control the further spread of graffiti in the City. The increase of graffiti on both public and private buildings, structures and places is creating blight within the City which results in deterioration of property and business values for adjacent and surrounding properties, all to the detriment of the City.

B. In order to prevent graffiti and to provide an immediate and practical method of combating the effects of graffiti vandalism on public and privately owned structures and real property, the City Council hereby finds that graffiti is a nuisance because it is detrimental to property values, degrades the community, encourages additional crime, is inconsistent with the City's property maintenance goals and aesthetic standards, is an obnoxious nuisance, and unless it is quickly removed from public and private property, results in other properties becoming the target of graffiti.

C. The City Council declares its intent, through the adoption of this chapter, to give notice to all who disregard the property rights of others that the City will enforce all laws prohibiting graffiti, including but not limited to Sections 594, 594.1, 640.5 of the California Penal Code, Section 13202.6 of the California Vehicle Code, and the provisions of this chapter.

8.21.020 Definitions

As used in this chapter, the terms set forth below are defined as follows:

"Graffiti" means vandalism consisting of defacing, tagging, marring, inscribing, etching, scratching, painting, pasting, or affixing of other markings on buildings, improvements, fixtures, or structures, including, but not limited to, walls, fences, signs, retaining walls, driveways, sidewalks, pavement, curbs, curbstones, street lamp posts, hydrants, trees, electric light or power or telephone or telegraph or trolley wire poles, fire alarms,

drinking fountains, vehicles, statues and sculptures, newspaper stands, or garbage receptacles without the prior consent of the owner of the property on which the surface is located, regardless of the nature of the material. “Graffiti” does not refer to any particular style of writing or art and does not include:

1. Any sign or banner that is authorized by, and in compliance with, the applicable requirements of this code;
2. Any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the federal Visual Artists Rights Act of 1990 (17 U.S.C. Sections 101 et seq.); or
3. Any art work consented to in advance by the property owner.

“Owner” and “property owner” means the person identified in the last equalized assessment roll prepared by the Alameda County assessor, or in the records maintained by the Alameda County recorder, whichever is most current.

“Responsible party” means any owner; property owner; person leasing, renting or occupying property; and any person having charge, control, or possession of any property, as well as any other person, that causes, creates, permits, maintains, tolerates, or allows any public nuisance activity or condition to be created or exist.

“Removal” means to repair, replace, remove, cover, or otherwise eliminate the graffiti by such means and in such manner and to such an extent that the graffiti is no longer visible, without creating an unsightly condition on affected surface.

“Cover” means to apply over the graffiti graffiti-resistant products that substantially match the original surface, color, and texture.

8.21.030 Prohibition of Graffiti

A. It is unlawful for any person to apply graffiti upon any property within the City.

B. It is unlawful for any person owning, leasing, renting, occupying, managing, or having charge or possession of any property in the City to maintain or allow to be maintained, graffiti on such property if the graffiti, or any portion of it, is visible to the public from a public or private street, sidewalk or from other properties, public or private.

8.21.040 Abatement

Graffiti shall be abated as follows:

A. Whenever an enforcement officer charged with the enforcement of this chapter determines that graffiti exists, the enforcement officer shall notify a responsible party of

the existence of graffiti and shall direct such party to abate the graffiti by issuing a notice and order to abate.

B. Contents of a Notice and Order to Abate Graffiti. The notice and order to abate shall contain the following information:

1. The responsible party and the property owner of the location where the graffiti exists, and the street address, legal description, or other description of the property where the graffiti exists.
2. A description and location of the graffiti.
3. A statement directing the responsible party and property owner to abate the graffiti within 7 calendar days from the date the notice and order to abate is posted.
4. A statement that all responsible parties shall be jointly and severally responsible for the administrative charge and all costs and expenses to abate the graffiti that are incurred by the City from the date that the notice and order to abate is posted.
5. A statement that within 48 hours of the notice and order to abate posting the responsible party may request an administrative hearing with the Community Development Department to contest the notice and to show cause why the activity or condition should not be abated or why the administrative charge should not be assessed.
6. A statement that if the responsible party does not request a hearing within 48 hours of the notice posting or abate the graffiti within 7 calendar days of notice and order posting, the City will take action to abate the graffiti including entering the subject property where the graffiti exists, and that the total costs and expenses to abate the graffiti incurred by the City will also become a charge against the owner and a lien or special assessment against the property until paid.
7. A statement that failure to file a timely and complete request for an administrative hearing shall constitute a waiver of all rights to a hearing and a waiver of all rights to maintain an action to modify or set aside an enforcement officer's notice and order to abate, and any City abatement action.

C. Manner of Giving Notice.

1. The notice and order to abate shall be posted in a conspicuous place upon the subject property. Notice is deemed complete at the time the notice and order to abate is posted on the subject property.
2. The failure of the responsible party or owner to receive any notice required by this chapter shall not affect the validity of proceedings under this chapter.

D. Abatement by City. A responsible party may and should, at their own expense, abate the graffiti. If a responsible party does not abate the graffiti, then the City may abate the nuisance graffiti as set forth in LMC 8.15.140.

8.21.050 Request for Administrative Hearing

A. Within 48 hours of the time of posting the notice, the responsible party or property owner may submit a request, by email or in writing, with the Community Development Department for an administrative hearing to contest the notice and to show cause why the activity or condition should not be abated or why the administrative charge should not be assessed.

B. A request for an administrative hearing must contain the information required under LMC 8.15.090 subsection B.

C. Failure to file a timely and complete request for an administrative hearing shall constitute a waiver of all rights to a hearing and a waiver of all rights to maintain an action to modify or set aside an enforcement officer's notice and order to abate, and any City abatement action.

D. Appointment and Scheduling. Upon receipt of a timely and complete request for an administrative hearing, the Community Development Director, or his or her designee, will appoint a hearing officer within 48 hours or two business days. A hearing shall be scheduled within 10 business days after the appeal request was received, or such later date as mutually agreed to by the parties.

E. Administrative Hearing Costs. The responsible party is not required to pay the cost for the administrative hearing in advance of the hearing, but if the hearing officer upholds the notice and order to abate, or any part thereof, then the administrative hearing costs will be added to the costs and expenses to abate the graffiti to be collected or assessed as a lien.

F. Decision and Order. At the conclusion of the administrative hearing, unless extended by mutual agreement of the parties, the hearing officer shall issue a verbal decision at conclusion of the hearing and a written decision and order within 5 calendar days to uphold, modify, or set aside the notice and order to abate, or any portions thereof, as well as any other items consolidated in the hearing. The written decision shall state the reasons for the decision, including the hearing officer's factual findings and conclusions.

8.21.060 Abatement Costs

A. Administrative Charge. If a notice and order to abate is issued, the person engaged in the nuisance activity, and the property owner and responsible party for the property nuisance, shall be assessed an administrative charge pursuant to LMC 8.15.080.

B. Abatement Costs. As set forth in LMC 8.15.150, each and every responsible party is liable to the City for the costs and expenses to abate the nuisance graffiti that are incurred by the City and accrue from the date delivery of the notice and order to abate is deemed complete.

C. Collection of Unpaid Costs and Expenses to Abate the Nuisance. The City may pursue any and all legal and equitable remedies to collect the administrative charge

and all other costs and expenses to abate the nuisance that are owed to the City, pursuant to LMC 8.15.160.

D. City Council Confirmation Hearing for Lien. As set forth in LMC 8.15.170, if a graffiti nuisance is abated by the City pursuant to LMC 8.15.140, the enforcement officer may present the statement of the costs and expenses to abate the nuisance to the City Council for confirmation at a public hearing at a regular City Council meeting. At that public hearing, the City Council shall also determine whether to impose a nuisance abatement lien or special assessment on the subject property owned by the responsible party pursuant to either LMC 8.15.180 or 8.15.190, respectively, for those costs and expenses.

Additionally, the City may enforce LMC 8.15.200, LMC 8.15.210, LMC 8.15.220, LMC 8.15.230, LMC 8.15.240 and LMC 8.15.250 as applicable.

LIVERMORE
CALIFORNIA

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

DATE: October 23, 2023

TO: Honorable Mayor and City Council

FROM: Jason Alcala, City Attorney

SUBJECT: **Introduce an omnibus ordinance** and waive the first reading to adopt modifications to the Livermore Municipal Code and the Livermore Development Code.

RECOMMENDED ACTION

Staff recommends City Council introduce an omnibus ordinance and waive the first reading adopting modifications to the Livermore Municipal Code and Livermore Development Code to update references, strike outdated terms, add additional references, clarify existing provisions, and to make additional technical or non-substantive corrections.

SUMMARY

Staff proposes an omnibus ordinance to make several minor changes to the Livermore Municipal Code and Livermore Development Code (collectively "Livermore Municipal Code" since it is technically part of the Municipal Code). These changes generally bring current out-of-date code references, reconcile codes with other ordinances adopted by the City, correct internal references to other ordinances, update codes to ensure compliance with current state law, and to clarify terms and regulations identified through application of the ordinances in practice. Additionally, the omnibus ordinance provides an opportunity to update and clarify the Livermore Municipal Code to reflect current practices.

DISCUSSION

An omnibus ordinance is a consolidation of changes on one substantive matter, or as in this case, a consolidation of changes on several minor matters. These items are compiled by staff and combined into one ordinance for the sake of convenience and efficiency. Rather than adopting several ordinances to cover each individual section change to the code, an omnibus allows for the adoption of a single ordinance to make several changes to different sections. An omnibus is advantageous when considering matters that do not ordinarily require lengthy deliberations or are non-substantive. The City annually considers an omnibus ordinance in order to keep the Livermore Municipal Code up to date, accurate and reflective of City practices. This omnibus ordinance is a consolidation of changes spanning multiple chapters and sections of the Municipal Code, as described in the accompanying ordinance.

In brief, the proposed amendments are as follows:

1. Municipal Code

Section 3.27.040.A	Clarify process to make modifications to the transferable development credit program through the adoption of specific plans and implemented by development agreement consistent with the transferable development credit program. This amendment reconciles the ordinance with the Isabel Neighborhood Specific Plan.
Section 9.40.010	Grammatical correction.
Section 9.40.070	Clarification the recovery costs are limited to enforcement and compliance
Section 8.08.020	Deleting outdated language to reflect changes by prior ordinance.

2. Development Code

Multiple sections	Correct internal reference from "Chapter 9.16 *Appeals*" to "Chapter 15 *Appeals.*"
Multiple sections	Change "secondary dwelling unit" to "accessory dwelling unit, which is the term defined in the Development Code.
Multiple sections	Clarify that the building types in the T3 and T4 neighborhood standards are only permitted as allowed by the use tables for those areas.
Section 3.02.080.B.2	Reconcile the standard for T4 neighborhoods with the standard for T3 neighborhoods.
Multiple sections	Clarify open space considerations for T3 and T4 neighborhoods.
Section 4.02.060.D	Clarify process to make modifications to the transferable development credit program through the adoption of specific plans and implemented by development agreement consistent with the transferable development credit program. This amendment reconciles the ordinance with the Isabel Neighborhood Specific Plan.
Section 4.05.040.A.1.a.(3)	Clarifying line-of-sight standard for fences.
Section 4.06.140.B.3	Deleting outdated language to reflect changes by prior ordinance.
Section 5.01.030	Adding language to reflect an exception to accommodate the State's requirement for accessory dwelling units.
Multiple Sections	Clarifying that 15% of an industrial use's floor area can be used for related but ancillary commercial retail purposes.

ENVIRONMENTAL DETERMINATION

The passage of this ordinance is not a project according to the definition in the California Environmental Quality Act (CEQA) and, therefore, is not subject to the provisions requiring environmental review.

FISCAL AND ADMINISTRATIVE IMPACTS

The approval of this item does not have any fiscal or administrative impacts other than resources needed o implement the code changes and the increased efficiency achieved from clarifying the codes.

COMMUNITY PILLAR

5: A City that Works

GOAL

15: Uphold the integrity of Livermore's Municipal Code, Development Code, and regulations

ATTACHMENTS

1. Ordinance

Prepared by: Jason Alcala
City Attorney

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN OMNIBUS ORDINANCE ADOPTING MODIFICATIONS TO THE LIVERMORE MUNICIPAL CODE AND LIVERMORE DEVELOPMENT CODE TO UPDATE REFERENCES, STRIKE OUTDATED TERMS, ADD ADDITIONAL REFERENCES, CLARIFY EXISTING PROVISIONS, AND TO MAKE ADDITIONAL TECHNICAL OR NONSUBSTANTIVE CORRECTIONS

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LIVERMORE DOES ORDAIN AS FOLLOWS:

Section 1. ***Purpose.*** This omnibus ordinance makes several changes to the Livermore Municipal Code and the Livermore Development Code to bring current out-of-date code references, reconcile codes with other ordinances adopted by the City of Livermore, correct internal references to other ordinances, update codes to ensure compliance with current state law, and to clarify terms and regulations identified through application of the ordinances in practice.

Section 2. ***Instruction to Publisher.*** The code amendments made by this ordinance are reflected as follows: Deletions are reflected in this ordinance using a strikethrough, and new language is underlined. However, language with a strikethrough, and the underlines, will not be codified. The codification of this ordinance will only reflect the final language.

Section 3. ***Amendment – Municipal Code.*** The Livermore Municipal Code is hereby amended as follows:

A. Subsection D in Section 9.40.010 *Definitions* is hereby amended to read as follows to change the word “or” to “of” so that it reads as follows:

“Strictly liable” means liability for a wrongful act irrespective ~~or~~ of such person’s intent, knowledge, negligence or lack thereof in committing the wrongful act.

B. Section 9.40.070 *Violation - Penalty* is hereby amended to clarify the administrative fines costs for recovery are limited to those resources expended for enforcement and compliance:

Persons violating this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine not to exceed $500.00. In lieu of criminal penalties, violations may also be handled administratively pursuant to Chapter 1.20. Administrative penalties may include administrative fines and recovery costs ~~related to~~ for staff time and city resources expended to enforce this ordinance and obtain compliance.

C. Section 8.08.020 *Definitions* is hereby amended to read as follows to delete the definition for the term “regulated project” which only related to the former

permitted hauler system that expired and that was previously deleted from the Municipal Code by Ordinance 2082:

~~"Regulated project" means a construction or renovation project valued at $300,000 or more, or a demolition project valued at $40,000 or more~~.

Section 4. ***Amendments – Development Code.*** The Livermore Development Code is hereby amended to read as follows to correct internal references from "Chapter 9.16 *Appeals*" to "Chapter 9.15 *Appeals*":

A. Section 10.02.080 *Effective Date of Tentative Map Approval* is hereby amended to read as follows:

The approval of a tentative map shall become effective for the purposes of filing a parcel or final map, including compliance with the conditions of approval, on the 10th day following the date of decision by the Commission, if no appeal is filed in compliance with Chapter ~~9.16~~ 9.15 (Appeals).

B. Subsection 10.02.100.E.2.d is hereby amended to read as follows:

If the extension is denied, the subdivider may appeal that denial within 15 days after the denial, in compliance with Chapter ~~9.16~~ 9.15 (Appeals).

C. Subsection 10.02.110.G *Appeal of Decision* is hereby amended to read as follows:

If the tentative map extension request is denied, the subdivider may appeal the denial within 10 days after the effective date of the denial of the extension in compliance with Chapter ~~9.16~~ 9.15 (Appeals).

D. Subsection 10.04.030.B.3.b.(1) is hereby amended to read as follows:

Appealing the decision to the Commission in compliance with Chapter ~~9.16~~ 9.15 (Appeals); or

E. The first paragraph in Subsection 10.04.040.E.2 is hereby amended to read as follows:

If the parcels have merged, the City Engineer shall file a notice of merger with the County Recorder within 30 days following the date of the hearing, unless the determination has been appealed in compliance with Subparagraph 3., below, and Chapter ~~9.16~~ 9.15 (Appeals)

F. The first paragraph in Subsection 10.04.040.E.3 is hereby amended to read as follows:

If the owner(s) requested a hearing, the determination of the Commission may be appealed to the Council within 10 days following the date of mailing

the notice of determination by filing a written appeal with the City Clerk, in compliance with Chapter ~~9.16~~ 9.15 (Appeals).

Section 5. ***Amendments – Development Code.*** The Livermore Development Code is hereby amended as follows to replace the term "secondary dwelling unit" with the term "accessory dwelling unit" which is the defined term in the Development Code, and the publisher is instructed to change the title page for Chapter 6.03 *Applicable to Non-Transect Zones Only* to correctly reflect that Section 6.03.120 is labeled "Accessory Dwelling Units" and not "Secondary Dwelling Units":

A. Subsection 4.02.010.D is hereby amended to read as follows:

One ~~secondary dwelling unit~~ accessory dwelling unit per lot may be permitted in the City's single-family residential zoning districts including Planned Unit Developments and Planned Development – Residential districts, subject to the requirements set forth in Section 6.03.120 (~~Secondary Dwelling Units~~ Accessory Dwelling Units).

B. Subsection 4.02.030.B.1 is hereby amended to read as follows:

Detached ~~secondary dwelling units~~ accessory dwelling units that conform to the regulations of Section 6.03.120 (~~Secondary Dwelling Units~~ Accessory Dwelling Units).

C. Subsection 4.02.030.C.5.b is hereby amended to read as follows:

Use of an accessory building as a dwelling unit, sleeping quarters, or a housekeeping unit is prohibited, unless permitted as an approved ~~secondary dwelling unit~~ accessory dwelling unit, subject to the provisions of Section 6.03.120 (~~Secondary Dwelling Units~~ Accessory Dwelling Units).

D. Subsection 4.02.030.C.5.d is hereby amended to read as follows:

A kitchen is prohibited in an enclosed accessory structure, unless permitted in an approved ~~secondary dwelling unit~~ accessory dwelling unit, subject to the provisions of Section 6.03.120.

Section 6. ***Amendments – Development Code.*** The Livermore Development Code is hereby amended as follows:

A. Subsection B *Allowed Building Types* in Section 3.02.070 *T3 Neighborhood (T3N) Standards* is hereby amended to add footnote 3 to the heading and bottom of the table as follows:

Heading amendment:

Allowed Building Types [1, 3]

Footnote amendment added at the bottom of table:

> 3. See Section H for allowed land uses. Building Types only permitted if allowed in the T3N use table.

B. Subsection B *Allowed Building Types* in Section 3.02.080 *T4 Neighborhood (T4N) Standards* is hereby amended to add footnote 3 to the heading and bottom of the table as follows:

Heading amendment:

> Allowed Building Types [1, 3]

Footnote amended to the bottom of table:

> 3. See Section I for allowed land uses. Building Types only permitted if allowed in the T4N use table.

C. Footnote 2 in Subsection B *Allowed Building Types* in Section 3.02.080 *T4 Neighborhood (T4N) Standards* is hereby amended to read as follows:

Permitted only if already legally existing at time of adoption, 05/01/10 ~~on parcels with an underlying General Plan land use designation of Urban High (UH)~~.

D. Subsection C *Building Placement* in Section 3.02.070 *T3 Neighborhood (T3N) Standards* is hereby amended to add the following language regarding open space at the bottom of that subsection to read as follows:

Open Space

See Development Code Parge 5 (Building Types) for required open space standards.

E. Subsection C *Building Placement* in Section 3.02.080 *T4 Neighborhood (T4N) Standards* is hereby amended to add the following regarding open space at the bottom of the section to read as follows:

Open Space

See Development Code Parge 5 (Building Types) for required open space standards.

F. Subsection 4.05.040.A.1.a.(3) is hereby amended to add subsection (d) to read as follows:

(d) Such fence does not occur within a vehicular site line as shown in Figure 4.3.

G. Subsection 4.06.140.B.3 is hereby deleted since commercial temporary signs that are no longer permitted in the public right of way pursuant to Ordinance 2141:

~~A commercial temporary sign (including garage sale signs and real estate signs) may be placed in the designated public right-of-way, but not the street, street median, or sidewalk, subject to the following: a. Signs must relate to an activity permitted within a residential zoning district; b. Signs are only allowed on Thursdays, Saturdays and Sundays; c. Signs are limited to four square feet; d. Only one sign per each advertised activity (e.g., a house for sale, etc.) may be placed at each street intersection leading from the two nearest major streets (reflecting two independent access routes) to the site of the advertised activity; e. Only one sign per each advertised activity, up to a maximum of three signs total, may be placed at any street intersection corner; and f. The sign must be placed so that a minimum of four and one-half feet remains clear on the sidewalk for pedestrians if no other location is possible.~~

H. The miscellaneous note at the bottom of Subsection F *Building Size and Massing* in Section 5.01.030 is hereby amended to read as follows:

Carriage house units that are used as accessory dwelling units shall comply with the standards contained in Section 6.03.120, Accessory Dwelling Units. No standards listed in this section shall prohibit the construction of an 800 sf or less accessory dwelling unit.

Section 7. Amendments – Municipal Code and Development Code. The Livermore Municipal Code and the Livermore Development Code are hereby amended as follows to reflect and implement the provisions in the Isabel Neighborhood Specific Plan that was previously approved by the City Council regarding the application of the Transfer Development Credit program:

A. Subsection *A Applicability* in *Section* 3.27.040 *Applicability – Exemptions* in Chapter 3.27 *Transferable Development Credits In-Lieu Fee* in the Livermore Municipal Code is hereby amended to read as follows:

A. Applicability. This chapter applies to each residential development in the City located on a TDC receiving area that elects to exceed the baseline density identified in the 2003 general plan, provided however that the City Council may, through adoption of a specific plan and implemented consistently by development agreement, make modifications to the transferable development credits regulations to meet the specific plan's density, design policies, and goals that are not inconsistent with the transferable development credit program established in Livermore Development Code section 4.02.060.

B. Subsection D *TDC Requirements* in Section 4.02.060 *Transferable*

Development Credits Regulations in the Livermore Development Code is hereby amended to add Subsection 4 to read as follows:

4. The City Council may, through adoption of a specific plan and implemented consistently by development agreement, make modifications to the transferable development credits regulations to meet the specific plan's density, design policies, and goals that are not inconsistent with the transferable development credit program.

Section 8. Amendments – Development Code. The following definitions for manufacturing/processing in Livermore Development Code Section 11.01.020 *Definitions of Specialized Terms and Phrases* are hereby amended to read as follows to account for ancillary commercial retail purposes related to the primary uses:

A. The definition for "manufacturing/processing – heavy industrial" is hereby amended to read as follows:

Manufacturing/processing - heavy industrial. Uses in this category are distinguished by a tendency to create noise, odors, vibration, glare or hazards that may be objectionable in other areas. They often include the warehousing and distribution, manufacturing/processing and/or outdoor storage of substantial amounts of raw materials or bulky items. Examples include, but are not limited to, metal products fabrication, truck terminals, saw and planing mills, and the manufacture or distribution of major utility components, construction and farm equipment, and/or heavy building materials. Examples also include the manufacturing, processing, storage, or packaging for distribution, or wholesaling of chemicals, petroleum, heavy agricultural products such as pesticides or fertilizers or other similar hazardous materials. Up to 15% of a use's floor area may be used for commercial retail purposes, selling products produced, manufactured or stored on site, as long as the commercial retail is clearly ancillary and subordinate to the primary use.

B. The definition for "manufacturing/processing – light industrial intensity" is hereby amended to read as follows:

Manufacturing/processing - light industrial intensity. The manufacturing, assembling, processing, storage or packaging of products except: 1) uses manufacturing, processing, storage or packaging chemicals, petroleum, and heavy agricultural products or other hazardous materials, 2) vehicle-dismantling yards, scrap and waste yards.

Light intensity manufacturing and processing includes:

1. The manufacturing of electric and electronic circuits and instruments and devices, such as, but not limited to, radio and television, phonographic equipment, calculators, computers, semi-conductors and transistors, and similar uses.

2. The manufacturing, assembly, processing, storage, or packaging of products from previously prepared materials such as, but not limited to, cloth, plastic, paper, leather, and precious or semi-precious metals or stones, but not including such operations as saw and planing mills, any manufacturing uses involving primary production of wood, metal or chemical products from raw materials and similar uses.

3. The manufacturing of pharmaceutical products.

Up to 15% of a use's floor area may be used for commercial retail purposes, selling products produced, manufactured or stored on site, as long as the commercial retail is clearly ancillary and subordinate to the primary use.

C. The definition for "manufacturing/processing – medium industrial" is hereby amended to read as follows:

Manufacturing/processing - medium industrial. Any manufacturing, storage, and distribution that does not include hazardous wastes or resulting large truck usage/ parking on the site. The use shall be accomplished entirely inside of the building except for incidental movement of products or materials into and out of the building to a delivery vehicle. Size of an individual light distribution business shall generally be limited to 4,000 square feet of storage (warehouse) area and one truck delivery door. Up to 15% of a use's floor area may be used for commercial retail purposes, selling products produced, manufactured or stored on site, as long as the commercial retail is clearly ancillary and subordinate to the primary use.

Section 9. Environmental. The passage of this ordinance is not a project according to the definition in the California Environmental Quality Act and, therefore, is not subject to the provisions requiring environmental review.

Section 10. Severability. If any part of this ordinance is declared invalid by a court, such invalidity shall not affect any of the remaining parts.

Section 11. Publication. This ordinance shall be published once in a newspaper of general circulation of the city of Livermore within fifteen days after its adoption.

Section 12. Effective date. This ordinance shall take effect 30 days after its adoption.

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore held on October 23, 2023, by the following vote:

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

The ordinance was adopted at the regular meeting of the City Council held on _____, by the following vote:

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

_____
MAYOR, CITY OF LIVERMORE

ATTEST:

_____
Marie Weber
Deputy City Manager/City Clerk

APPROVED AS TO FORM:

/s/ Jason R. Alcala
Jason R. Alcala
City Attorney

LIVERMORE
CALIFORNIA

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

DATE: October 23, 2023

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution authorizing supplemental appropriations in the amount of $535,000 to Fiscal Year 2023-24 and $250,000 to Fiscal Year 2024-25 and awarding and authorizing execution of an agreement with Redgwick Construction Company, in an amount not-to-exceed $1,849,844, for construction of the Railroad Avenue Street Improvements Project No. 2021-16.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution for the Railroad Avenue Street Improvements Project 2021-16:

1. Authorizing a supplemental appropriation of Sewer Replacement Fund (Fund 239) in the amount of $115,000 to FY 2023-24;
2. Authorizing supplemental appropriations of Gas Taxes (Fund 650) in the amount of $210,000 to FY 2023-24 and $125,000 to FY 2024-25;
3. Authorizing supplemental appropriations of Gas Tax-SB1 (Fund 651) in the amount of $210,000 to FY 2023-24 and $125,000 to FY 2024-25;
4. Awarding a construction contract to Redgwick Construction Company, in an amount not-to-exceed $1,849,844, and authorizing the City Manager to sign the agreement;
5. Rejecting all other bids or proposals; and
6. 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.

SUMMARY

The Railroad Avenue Street Improvements Project includes a number of improvements on Railroad Avenue between K Street and the entrance to the Livermore Valley Center Parking Garage. These improvements are required to support Downtown Specific Plan development. Improvements will widen the street, extend turn lanes, replace the sewer, install crosswalks, modify traffic signals, upgrade ramps, add landscaping to medians, and resurface and restripe the roadway. Six bids for the project were received on August 15, 2023. Redgwick Construction Company is the lowest responsible and responsive

bidder. Funding in the amount of $785,000 needs to be appropriated to Fiscal Years 2023-24 and 2024-25 to fully fund construction of the Railroad Avenue Street Improvements.

DISCUSSION

The Downtown Specific Plan calls for roadway improvements and enhanced pedestrian access along Railroad Avenue to accommodate the approved development within the Downtown Specific Plan area. The Railroad Avenue Street Improvements Project will incorporate these improvements.

The improvements include the following:

- Widen the south side of Railroad Avenue from Livermore Avenue to the Bankhead Theater including the relocation of existing utilities, sidewalk, curb, and gutter. This will allow the eastbound left turn pocket to be extended into the Livermore Valley Center Parking Garage to accommodate additional vehicles using the expanded garage. More vehicles will use the expanded garage when the downtown hotel is constructed and replaces the surface parking south of Railroad Avenue. The median will have new landscaping added to enhance the look and feel of the roadway.
- Update the ADA ramps at the intersection of Railroad Avenue and Livermore Avenue to make them compliant with current ADA requirements.
- Modify the existing median along Railroad Avenue west of Livermore Avenue to extend the eastbound left turn pocket for northbound Livermore Avenue traffic and update the existing landscape within the median. This turn pocket is currently undersized.
- Modify the existing signals at the intersection of Livermore Avenue and Railroad Avenue to accommodate the widening of the east bound direction of Railroad Avenue and provide updated camera and pedestrian crossing equipment to provide enhanced traffic circulation and safe pedestrian crossing.
- Modify the existing signals at the Livermore Valley Center Parking Garage entry with new cameras and pedestrian crossing equipment to provide safer pedestrian crossing at the intersection and provide enhanced traffic circulation into and out of the garage.
- Install a new enhanced crosswalk at K Street and install a new crosswalk across Railroad Avenue from K Street with a rectangular rapid flashing beacon to provide safe pedestrian crossing from the City leased public parking area located at the southwest corner of K and Railroad Avenue to the Livermore Village site adjacent to Stockmen’s Park.
- Install a new paved ADA accessible path from the Railroad/K Street sidewalk to Stockmen’s Park.
- Replace an existing 6-inch sanitary sewer main with an 8-inch sanitary sewer main between I Street and South Livermore Avenue to eliminate existing deficiencies with the existing 6-inch sewer main.
- Resurface and restripe the roadway to restore the roadway to a new condition.

On August 15, 2023, six bids were received and opened for this project. The lowest responsible and responsive bidder is Redgwick Construction Company from Oakland California. Redgwick Construction completed Isabel Avenue Route 84 roadway improvements in June of 2020 for Caltrans and has performed projects similar to the Railroad Avenue Street Improvements Project for cities such as San Jose, Palo Alto, and Half Moon Bay. Staff checked references for Redgwick Construction Company and has found them satisfactory.

The following is a list of the base bids received and the Engineer's Estimate for the base bid:

Railroad Avenue Street Improvements Project 2021-16 – Bid Results

Contractor	Location	Bid Amount
Redgwick Construction Company	Oakland, CA	$1,849,844
Gilotti Construction Company	Santa Rosa, CA	$1,913,384
Golden Bay Construction	Hayward, CA	$2,013,578
Ray's Electric	Oakland, CA	$2,188,402
FBD Vanguard Construction, Inc.	Livermore, CA	$2,299,848
McGuire and Hester	Alameda, CA	$2,340,042
Engineers Estimate		$1,151,348

The lowest bid is 60% higher than the estimate. Staff evaluated the bids to determine (1) whether lower bids can be obtained if the project is rebid and (2) can certain elements be removed from the project and substantially reduce costs.

Six bids from reputable contractors were received which means there was good activity during the bid period and contractors knew they had to provide a competitive price in order to win the job. Additionally, the range in the prices was tight. The high bid was only 27% more than the low bid. This indicates that the bid documents were clear, and the contractors all priced the job similarly. It appears the bid prices reflect the actual current competitive costs to complete this work. If the project is rebid, it is likely that some of the contractors will not spend the effort to rebid knowing that the City rejected all of the initial bids. This will likely result in fewer bidders and higher prices. Additionally, prices have been consistently increasing with time so bids will likely be higher in the future. Staff, therefore, does not expect that lower bids will be received if the project is rebid.

All of the unit bid prices were compared with the cost estimates. The cost differences are spread out over all of the bid items. There aren’t specific items that can be removed to eliminate the cost difference and still provide a project that meets the objectives.

Based on these improvements being essential for traffic and pedestrian circulation as well as safety, staff recommends that necessary funds be appropriated to fully fund the project and that the construction contract be awarded to the lowest responsible and responsive bidder. Staff will update unit bid estimates for future street improvement projects based on the bids received for this project.

FISCAL AND ADMINISTRATIVE IMPACTS

Funding for the Railroad Avenue Street Improvements Project 2021-16 is included in the 2023-2028 Capital Improvement Plan. Supplemental appropriations listed below that total $535,000 in Fiscal Year 2023-24 and $250,000 in Fiscal Year 2024-25 are required to fully fund this construction contract, change orders, engineering design support during construction, construction management, material testing, inspection, and administration.

The following supplemental appropriations are required to fully fund the project:

1. $115,000 in Sewer Replacement Fund (Fund 239) to FY 2023-24;
2. $210,000 in Gas Taxes (Fund 650) to FY 2023-24;
3. $125,000 in Gas Taxes (Fund 650) to FY 2024-25;
4. $210,000 in Gas Tax-SB1 (Fund 651) to FY 2023-24; and
5. $125,000 in Gas Tax-SB1 (Fund 651) to FY 2024-25.

The revised budget for this project is summarized in the table below.

Railroad Avenue Street Improvements Project 2021-16 - Revised Budget

Fund No.	Fund Name	FY 2023-24 (Existing)	FY 2023-24 (Proposed)	FY 2024-25 (Existing)	FY 2024-25 (Proposed)
239	Sewer Replacement	$120,000	$235,000	$0	$0
650	Gas Taxes	$0	$210,000	$0	$125,000
651	Gas Taxes - SB1	$285,000	$495,000	$115,000	$240,000
688	Measure BB	$730,000	$730,000	$295,000	$295,000
Total		$1,135,000	$1,670,000	$410,000	$660,000

COMMUNITY PILLAR

4: Inclusive and Inviting Spaces and Places

GOAL

4: Continue to implement the Downtown Specific Plan

GUIDING DOCUMENT

Downtown Specific Plan

ATTACHMENTS

1. Location Map
2. Resolution
3. Exhibit A - Construction Contract with Redgwick Construction Company

Prepared by: Mike Pato
Management Analyst II

Approved by:

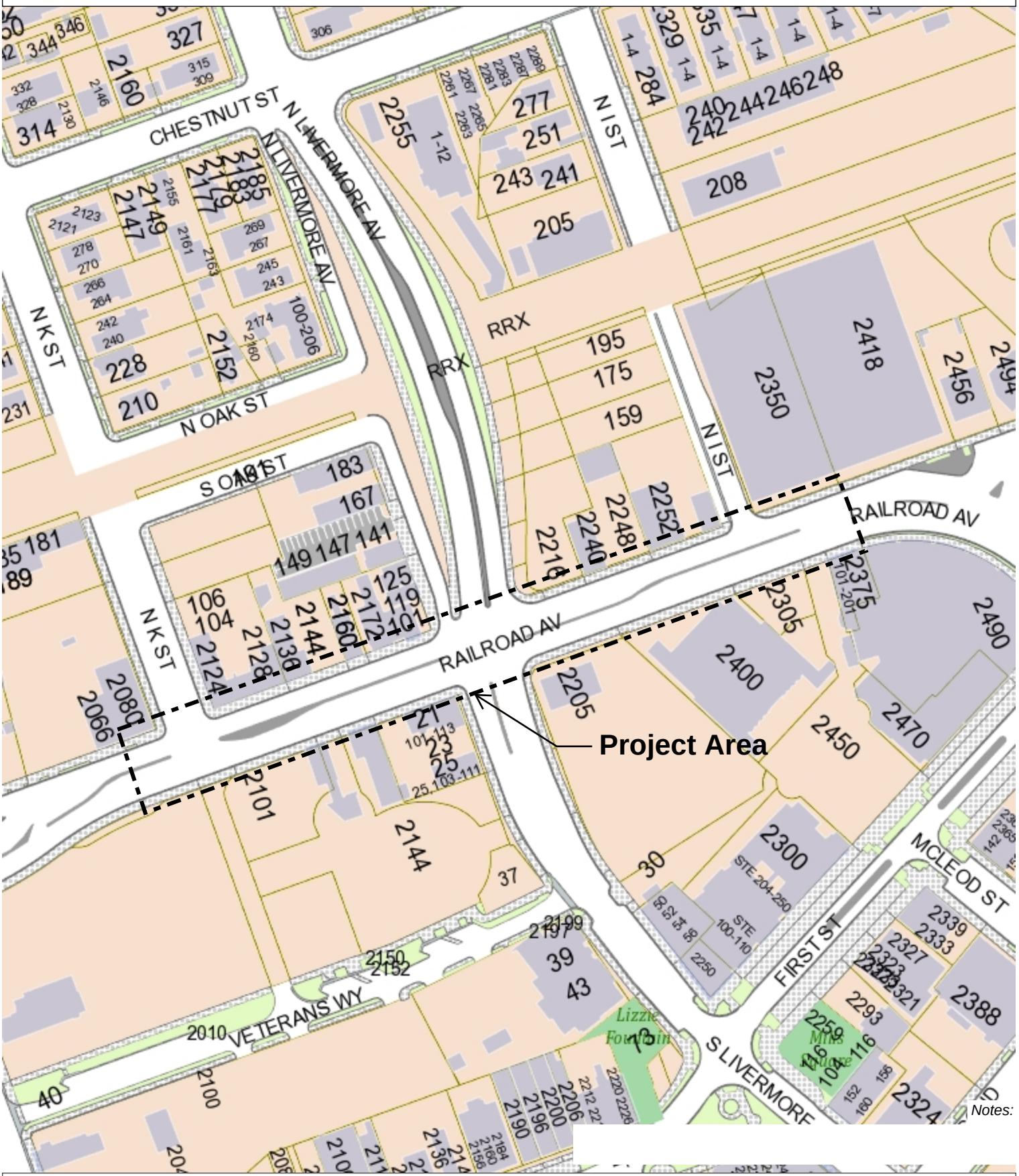
Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE CALIFORNIA

Location Map



Notes:

333.3 0 166.67 333.3 Feet

NAD_1983_2011_StatePlane_California_III_FIPS_0403_

Livermore IT, GIS Services

Scale: 1: 2,000

This map is based on City of Livermore GIS Information and reflects the most current information at the time of this printing. The map is intended for reference purposes only and the City and its staff is not responsible for errors.

Prepared:

8/30/2023 2:41:05 PM

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING SUPPLEMENTAL APPROPRIATIONS IN THE AMOUNT OF $535,000 TO FISCAL YEAR 2023-24 AND $250,000 TO FISCAL YEAR 2024-25 AND AWARDING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH REDGWICK CONSTRUCTION COMPANY, IN AN AMOUNT NOT-TO-EXCEED $1,849,844, FOR CONSTRUCTION OF THE RAILROAD STREET IMPROVEMENTS, PROJECT NO. 2021-16

(Railroad Avenue Street Improvements, Project No. 2021-16)

The City of Livermore ("City") advertised and received bids for the Railroad Avenue Street Improvements, Project No. 2021-16. Redgwick Construction Company submitted the lowest responsible and responsive base bid in the amount of $1,849,844. City staff recommends the City Council accept the bid and award a contract to Redgwick Construction Company for the construction of the Railroad Avenue Street Improvements, Project No. 2021-16.

Funding in the amount of $785,000 needs to be appropriated to Fiscal Years 2023-24 and 2024-25 to fully fund construction of the Railroad Avenue Street Improvements.

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

1. Authorizes a supplemental appropriation of Sewer Replacement Fund (Fund 239) in the amount of $115,000 to FY 2023-24 for the Railroad Avenue Street Improvements Project 2021-16.

2. Authorizes supplemental appropriations of Gas Taxes (Fund 650) in the amount of $210,000 to FY 2023-24 and $125,000 to FY 2024-25 for the Railroad Avenue Street Improvements Project 2021-16.

3. Authorizes supplemental appropriations of Gas Tax-SB1 (Fund 651) in the amount of $210,000 to FY 2023-24 and $125,000 to FY 2024-25 for the Railroad Avenue Street Improvements Project 2021-16.

4. Awards a construction contract to Redgwick Construction Company, in an amount not-to-exceed $1,849,844, for the Railroad Avenue Street Improvements Project 2021-16, and authorizes the City Manager to sign the agreement, attached hereto as Exhibit A, and incorporated by this reference.

5. Rejects all other bids or proposals.

6. 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 October 23, 2023, by the following vote:

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

ATTEST:

_____
Marie Weber
Deputy City Manager/City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Assistant City Attorney

Exhibit A – Construction Contract with Redgwick Construction Company

CONTRACT

This public works contract ("Contract") is entered into by and between the City of Livermore, a California Municipal Corporation ("City") and Redgwick Construction Company, ("Contractor") for work on the Railroad Avenue Street Improvements, 2021-16 ("Project").

The Parties Agree as Follows:

1. Award of Contract.

In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform work on the Project, and on _____, 20___, as part of Resolution No. _____, City authorized award of this Contract to Contractor for the amount of Contractor's bid.

2. Contract Documents.

This Contract consists of all of the written representations and submissions made by Contractor as part of the Bid process and the following numbered and un-numbered component documents, as detailed on the table of contents of this Agreement:

a. Bidding requirements (consisting of the Notice Inviting Bids; Instructions to Bidders; Bid Proposal; Bid Schedule, Subcontractor List, Noncollusion Declaration, Bid Bond, Bidder's Questionnaire, Payment Bond, Performance Bond, Warranty Bond);

b. General Conditions;

c. Special Conditions;

d. Division One Technical Specifications;

e. Appendix;

f. Index of Defined Terms;

g. Project Drawings and Specifications;

h. Bid Addenda, if any;

i. Change Orders, if any;

j. ALB Notice;

k. Notice to Proceed;

l. City Standard Specifications and Details;

m. And the following:

No other documents

3. Contractor's Obligations.

Contractor agrees to perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, equipment, transportation, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

4. Payment.

As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor One Million Eight Hundred Forty-Nine Thousand Eight Hundred Forty-Four Dollars ($1,849,844) (the "**Contract Price**"), in accordance with the payment provisions in the General Conditions.

5. Time for Completion.

5.1. Substantial Completion

Contractor must achieve Substantial Completion, as that term is defined in the General Conditions, of the Project Work within 180 Working Days from the commencement date stated in the Notice to Proceed. ("**Substantial Completion Deadline**."). For this project, the Contractor shall also incorporate 15 anticipated inclement Weather Days into their bid estimate. Contractor shall be solely responsible for the extended overhead and profit for these weather days and shall not be compensated by the City in any way, reference Section 10.3 of the General Conditions and Section 013200-4.3 Contract Schedules for additional weather day information.

Special Notes:

CONTRACTOR SHALL MAKE PROJECT SUBMITTALS FOR ALL REQUIRED MATERIALS WITHIN THE FIRST 3 MONTHS AFTER AWARD OF CONTRACT INCLUDING LONG LEAD TIME ITEMS. ALL PROJECT SUBMITTALS SHALL BE APPROVED BY THE CITY AND THE CONTRACTOR SHALL SECURE ALL MATERIALS NECESSARY TO PERFORM THEIR WORK PRIOR TO BREAKING GROUND TO PERFORM SAID WORK.

CROSSWALK IMPROVEMENTS AT K STREET SHALL BE INSTALLED WITHIN 2 MONTHS OF BREAKING GROUND.

THE PORTION OF SEWER WORK WITHIN THE INTERSECTION OF RAILROAD AVE & S LIVERMORE AVE SHALL BE CONSTRUCTED AT NIGHT.

5.2. Final Completion

Contractor must achieve Final Completion, as that term is defined in the General Conditions, of the Project Work within 20 Working Days after the date of substantial completion. ("**Final Completion Deadline**.")

5.3. Early Completion.

By signing below, Contractor expressly waives any claim for delayed early completion.

6. Liquidated Damages.

If Contractor fails to meet either the Substantial Completion Deadline or the Final Completion Deadline, City may assess liquidated damages according the provisions in the General Conditions of the Contract Documents in the following amounts for each day of Unexcused Delay, and the Contract Price shall be reduced accordingly.

6.1. Substantial Completion Deadline: TWO THOUSAND DOLLARS ($ 2,000) per day.

6.2. Final Completion Deadline: ONE THOUSAND DOLARS ($ 1,000) per day.

7. Labor Code Compliance.

This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the California Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance.

7.1. Prevailing Wages.

This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. The general prevailing wage rates for each craft, classification or type of covered work are available online at http://www.dir.ca.gov/DLSR.

7.2. DIR Registration.

City will not accept a Bid Proposal from or enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work under Labor Code, Section 1725.5, subject to limited legal exceptions allowed by the Labor Code.

8. Workers' Compensation Certification.

Under Labor Code, Section 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code, Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

The successful bidder previous to the entering of the contract to do the said work shall take out and maintain in full force and effect worker's compensation insurance with an insurance carrier authorized to transact business in the State of California, covering the bidder's full liability for compensation to any persons employed who may be injured in the carrying out of said contract or the dependents thereof. Evidence of such worker's compensation insurance shall be furnished to the City of Livermore by certificate and waiver of subrogation in the City's electronic insurance certificate tracking system (PINS) prior to the commencement of the work and said certificate shall contain a provision that the coverage thereunder will not be canceled until at least thirty (30) days prior written notice has been given to the City.

9. Notice.

Any notice, billing, or payment required by the Contract Documents must be made in writing, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, facsimile, or by email as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party must be given as follows:

	City	Contractor
Name	City Engineer	Redgwick Construction Co
Address	1052 South Livermore Avenue	21 Hegenberger Court
City/state/zip	Livermore, CA 94550	Oakland, Ca 94621
Phone	925-960-4500	510-792-1727
Fax	925-960-4505	510-792-1728
Attention	City Engineer	Mateen Rooshen
Email	engineering@livermoreca.gov	mateen@redgwick.com
Copy to	mapato@livermoreca.gov	Travis@redgwick.com

10. General Provisions.

The following items are repeated here as stated as part of Part 2, General Conditions, for emphasis:

10.1. Assignment and Successors.

Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's successors and permitted assigns. A consolidation or merger of Contractor or a change in ownership of

25% or more of Contractor's capital stock constitutes an assignment by Contractor requiring the City's written consent.

10.2. Third Party Beneficiaries.

There are no intended third-party beneficiaries to this Contract except as expressly provided in the General Conditions or Special Conditions.

10.3. Governing Law and Venue.

This Contract will be governed by California law and venue will be in the Superior Court of the County in which the Project is located, and no other place.

10.4. Amendment.

No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.

10.5. Integration; Severability.

This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor. If any provision of the Contract Documents, or portion of a provision, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Contract Documents will remain in full force and effect.

11. Authorization.

Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required under California Corporation Code, Section 313.

The parties agree to this Contract as witnessed by the signatures below:

CITY
City of Livermore, a California Municipal Corporation

s/_____

Marianna Marysheva, City Manager

Date: _____

Approved as to form:

_____
City of Livermore City Attorney

CONTRACTOR

REDGWICK CONSTRUCTION CO.

s/_____

Name/Title [print] Bob Rahebi, President

Date: 9/7/23

s/_____

Name/Title [print] CFO

Date: 9/7/23

140057
Contractor's Calif. License Number(s)

Seal:

5/31/2025
Expiration Date(s)

END OF DOCUMENT

LIVERMORE
CALIFORNIA

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

DATE: October 23, 2023

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution approving an exception to the Livermore Municipal Code bidding requirement and authorizing sole sourcing specific brands of equipment and instruments for the construction of the Water Reclamation Plant (WRP) UV Treatment System Replacement Project No. 2021-28.

RECOMMENDED ACTION

The acting City Engineer recommends the City Council adopt a resolution:

1. Authorizing sole sourcing specific brands of equipment and instruments for the construction of the Water Reclamation Plant (WRP) UV Treatment System Replacement Project No. 2021-28;
2. Approving, per the recommendation of the acting City Engineer, an exception to the bidding requirement contained in Livermore Municipal Code Section 2.68.550(C), because there is no competitive advantage to be gained by inviting bids and the acting City Engineer has determined that the supplies and equipment are unique and available for a sole source; and
3. Authorizing the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of the resolution.

SUMMARY

The City of Livermore Water Reclamation Plant ultraviolet (UV) disinfection system requires replacement to increase system reliability, reduce operation and maintenance costs, and meet regulatory compliance requirements. Existing electrical and mechanical equipment and instruments at the plant have been proven to be reliable and effective. To ensure that the equipment and instruments for the upgrades will be fully compatible and perform well with the existing instrumentation and control systems at the plant, the acting City Engineer recommends the items be sole sourced from the same manufacturer pursuant to Livermore Municipal Code Section 2.68.550(C). Additionally, to minimize impacts to existing concrete channel structures and optimize operations and maintenance of the system, the acting City Engineer is recommending that the open channel UV disinfection system be sole sourced to the manufacturer best meeting the technology criteria for the project.

DISCUSSION

The City of Livermore (City) Water Reclamation Plant produces an average of two million gallons per day of recycled water from wastewater for irrigation, fire suppression, toilet flushing, construction, and industrial operations. This water recycling allows the City to reduce annual potable water use by over 25 percent. The plant has been using the current UV disinfection system for two decades as the primary means to disinfect recycled water. The location of the UV disinfection system within the plant is shown on Attachment 1.

Both the 2012 Water Reclamation Plant Master Plan and the 2016 Water Reclamation Plant Asset Management Plan identify the existing UV disinfection system as aging infrastructure within the plant. The current system has become outdated and does not fully function as originally intended, including a failure of the automated lamp cleaning system, a limited supply of spare parts, and an outdated control system.

The project will replace the existing UV lamp modules and associated electrical, instrumentation, and control components. The overall project includes replacing the following equipment:

- Open channel UV disinfection system
- Associated piping and valves
- Associated instrumentation and controls
- Motor Control Center (MCC)
- Programmable Logic Controller (PLC)
- Ancillary plumbing and lighting

Replacing aged equipment will increase the efficiency and reliability of plant operations by utilizing the latest available technologies to lower both energy consumption and ongoing maintenance costs.

The City selected Black & Veatch Corporation to design this project. The final design will be completed in November 2023. As part of the design activities, Black & Veatch performed a UV Supplier Alternative Analysis Evaluation in November 2022. The purpose of this alternative analysis was to identify acceptable suppliers with technology options that meet the project constraints and provide the best value overall. Of all the available conventional open-channel UV systems in the market, the analysis focused on those that provide the latest lamp technology and configuration and provide recent system enhancements such as UV sensors, UV Transmittance (UVT) analyzers, sophisticated cleaning systems, and advanced control strategies. The following criteria were identified as critical for the new system to meet treatment capacity requirements, regulatory requirements, technology advancements over the current system, and spatial constraints associated with the existing UV facility.

- Cost Criteria, including estimated life cycle cost.
- Regulatory Criteria, including proven track record in Title 22 compliant disinfection.
- Performance and Implementation Criteria, including capacity, ability to be installed within the existing facilities without modifications, improved operation and maintenance performance, and readily available spare parts and vendor support.

Most of these suppliers either failed to meet the newer technology requirements (older technology or excessive or unreasonable number of lamps) or the spatial configuration requirements with regards to fitting inside the existing UV facility. Based on this evaluation, Trojan ranked highest of the available suppliers, with minimal modifications required to the existing concrete channels, a more robust mechanical and cleaning system, the highest guaranteed lamp life, and local after-installation technician

support.

Existing electrical and mechanical equipment and instruments at the plant have been proven to be reliable and effective. To ensure that the equipment and instruments for the upgrades will be fully compatible with and perform well with the existing instrumentation and control systems at the plant, the acting City Engineer recommends the items listed in the following table be sole sourced from the same manufacturers. Additionally, to minimize impacts to existing concrete channel structures and optimize operations and maintenance of the system, the acting City Engineer recommends the open channel UV disinfection system be sole sourced to the manufacturer best meeting the criteria used to evaluate technology options for the project, as identified in the following table.

Item No.	Item Description	Brand Required
1	Magnetic Flow Meters	Rosemount by Emerson
2	Mud Valves	Trumbull
3	Low Voltage Motor Control Centers (MCC)	Allen-Bradley
4	Programmable Logic Controllers (PLC)	Allen-Bradley
5	Managed Process Ethernet Switches	Allen-Bradley
6	Variable Frequency Drives (VFD)	Allen-Bradley
7	Radar Level Transmitters	Vega
8	Turbidity Analyzers	Hach
9	On-Line UV Transmittance (UVT) Analyzer	Hach
10	Analyzer Controllers	Hach
11	Package UV Lamp System	Trojan

When the City identifies a need for using sole source manufacturers, Livermore Municipal Code (LMC) Section 2.68.550(C) allows for an exception to the bidding requirement shown in LMC Section 2.68.540, based on the fact that the equipment is unique. The justification to support an exception to bidding for specific brands of equipment and instruments for the improvement project are listed below.

1. Equipment and instruments listed have a good performance history at the plant and pump stations.
2. Equipment and instruments listed comply with the Component Standards identified in the City's Supervisory Control and Data Acquisition (SCADA) Master Plan, which seeks to standardize instrumentation, communication, and control components used at the plant and pump stations.
3. Using the same equipment and instruments manufacturer will ensure compatibility and good performance with existing products at the plant and pump station from the same manufacturer.
4. The inventory of replacement and spare parts can be reduced and better managed if replacement and spare parts are identical to existing equipment.
5. Using similar products reduces the amount of staff training.
6. The selected open channel UV disinfection system best meets the criteria used to evaluate technology options for the project, which focused on minimizing impacts to existing concrete channel structures and optimizing operations and maintenance of the system.

FISCAL AND ADMINISTRATIVE IMPACTS

Contractors can obtain competitive quotes from different distributors or vendors for the same brand of products during the bid. Therefore, there should not be a significant increase in the bid price for the project. Using manufacturers that match products in the existing plant will reduce maintenance costs.

Alternative analysis for the open channel UV disinfection systems indicates the selected manufacturer's technology option would result in the lowest life cycle cost for the system. Funding for the purchase of this equipment and instruments is included in the budget for the WRP UV Treatment System Replacement Project No. 2021-28 in the Fiscal Year 2023-2028 5-Year Capital Improvement Plan. The total budget for this project is $6,361,000, of which $2,472,000 is budgeted in FY 2023-24 and $3,889,000 in FY 2024-25. The project is funded with Sewer Replacement Fund 239 and Sewer Connection Fees Fund 241.

COMMUNITY PILLAR

1: A Save Community that Thrives

GOAL

11: Operate and maintain municipal water systems that provide safe, efficient delivery of potable and recycled water, collect ad treat wastewater, and comply with all federal, state, and local regulations.

GUIDING DOCUMENT

Fiscal Year 2023-2028 5-Year Capital Improvement Plan

ATTACHMENTS

1. Project Location
2. Resolution

Prepared by: Rick Teczon
Senior Civil Engineer

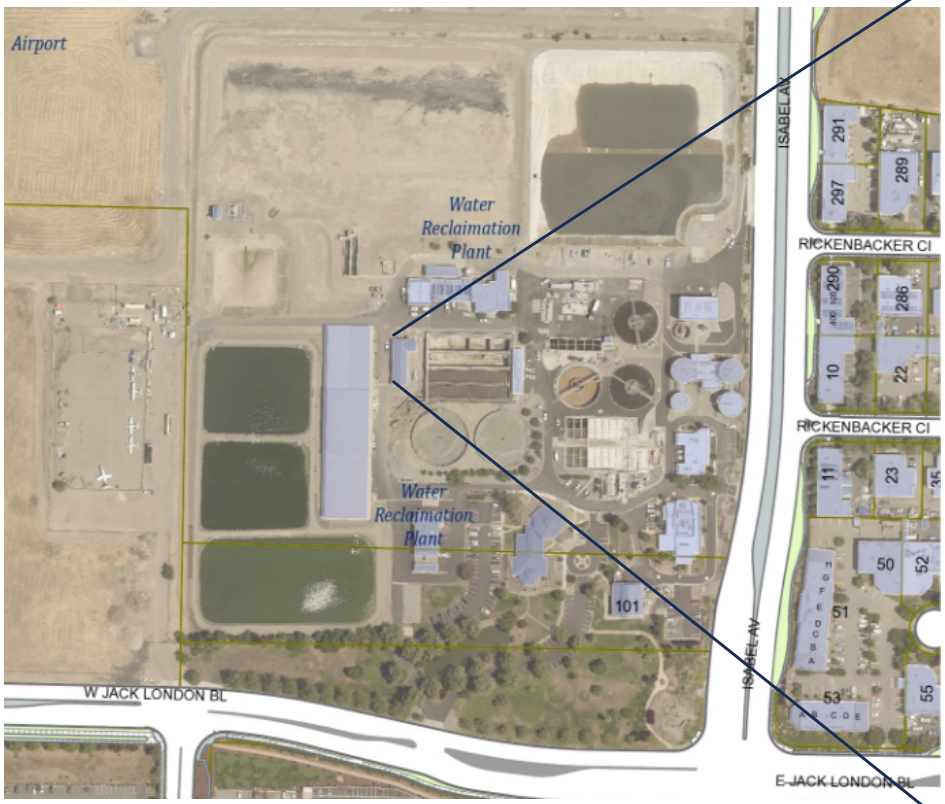
Approved by:

Marianna Marysheva
City Manager

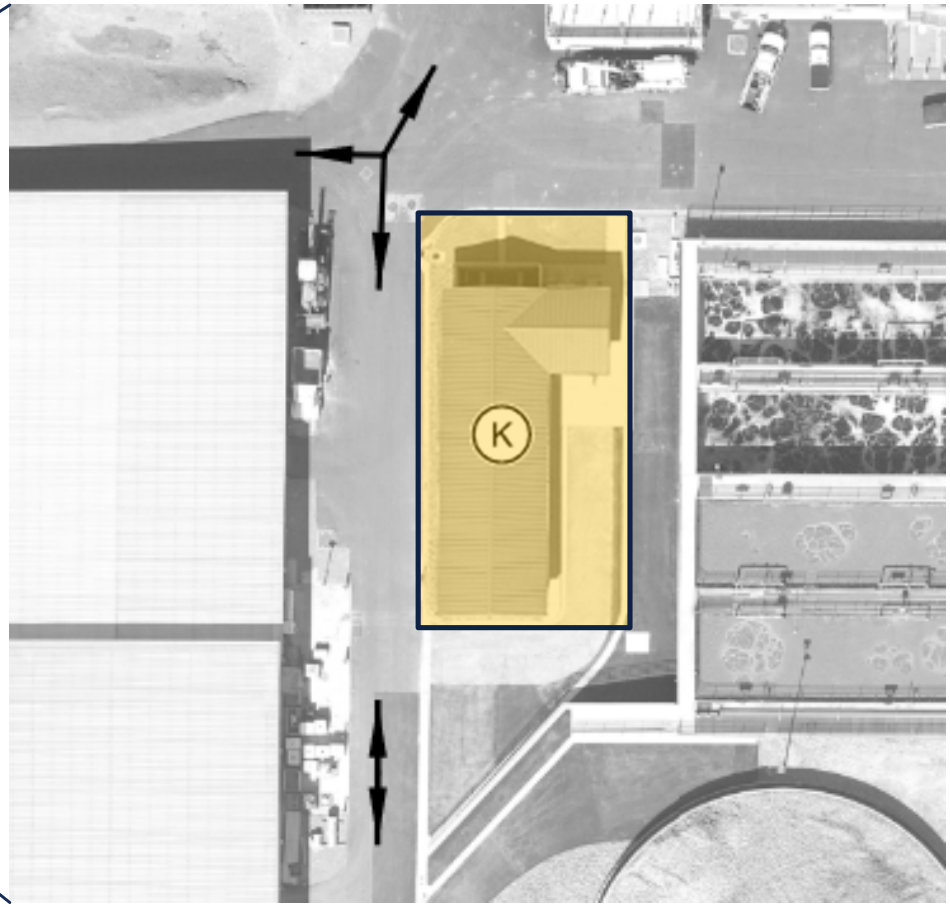
Fiscal Review by:

Tina Olson
Administrative Services Director

PROJECT LOCATION



VICINITY MAP



SITE PLAN

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING AN EXCEPTION TO THE LIVERMORE MUNICIPAL CODE BIDDING REQUIREMENT AND AUTHORIZING SOLE SOURCING SPECIFIC BRANDS OF EQUIPMENT AND INSTRUMENTS FOR THE CONSTRUCTION OF THE WRP UV TREATEMENT SYSTEM REPLACEMENT PROJECT NO. 2021-28

Both the 2012 Water Reclamation Plant Master Plan and the 2016 Water Reclamation Plant Asset Management Plan identify the existing ultraviolet (UV) disinfection system as aging infrastructure within the plant. The current system has become outdated and does not fully function as originally intended, including a failure of the automated lamp cleaning system, a limited supply of spare parts, and an outdated control system.

The WRP UV Treatment System Replacement Project involves replacing the existing UV lamp modules and associated electrical, instrumentation, and control components. Existing electrical and mechanical equipment and instruments at the plant have been proven to be reliable and effective. To ensure that the equipment and instruments for the upgrades will be fully compatible with and perform well with the existing instrumentation and control systems at the plant, the acting City Engineer is recommending that they be sole sourced from the same manufacturer. Additionally, to minimize impacts to existing concrete channel structures and optimize operations and maintenance of the system, the acting City Engineer is recommending that the open channel UV disinfection system be sole sourced to the manufacturer best meeting the criteria used to evaluate technology options for the project.

Livermore Municipal Code (LMC) Section 2.68.550(C) authorizes an exception to the bidding requirement contained in LMC Section 2.68.540 if there is no competitive advantage to be gained by inviting bids and where the acting City Engineer has determined that the supplies and equipment are unique and available from a sole source.

The findings in support of an exception to bidding for specific brands of equipment and instruments for the improvement project are as follows:

1. Equipment and instruments listed have a good performance history at the City's plant.
2. Equipment and instruments listed comply with the Component Standards identified in the City's SCADA Master Plan, which seeks to standardize instrumentation, communication, and control components used at the plant and pump stations.
3. Using the same equipment and instruments manufacturer will assure compatibility and good performance with existing products at the plant from the same manufacturer.
4. The inventory of replacement and spare parts can be reduced and better managed if replacement and spare parts are identical to existing equipment.
5. Using similar products reduces the amount of staff training.
6. The open channel UV disinfection system listed best meets the criteria used to evaluate technology options for the project, which focused on minimizing

impacts to existing concrete channel structures and optimizing operations and maintenance of the system.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LIVERMORE, AS FOLLOWS:

1. The City Council authorizes sole sourcing the following specific brands of equipment and instruments for the construction of the WRP UV Treatment System Replacement Project No. 2021-28.

Item No.	Item Description	Brand Required
1	Magnetic Flow Meters	Rosemount by Emerson
2	Mud Valves	Trumbull
3	Low Voltage Motor Control Centers (MCC)	Allen-Bradley
4	Programmable Logic Controllers (PLC)	Allen-Bradley
5	Managed Process Ethernet Switches	Allen-Bradley
6	Variable Frequency Drives	Allen-Bradley
7	Radar Level Transmitters	Vega
8	Turbidity Analyzers	Hach
9	On-Line UV Transmittance (UVT) Analyzer	Hach
10	Analyzer Controllers	Hach
11	Open Channel UV Disinfection System	Trojan

2. Upon recommendation of the acting City Engineer, the City Council approves an exception to the bidding requirement contained in Livermore Municipal Code Section 2.68.550(C), because there is no competitive advantage to be gained by inviting bids and the acting City Engineer has determined that the supplies and equipment are unique and available from a sole source.

3. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

On motion of Council Member _____, seconded by Council Member _____, the foregoing Resolution was passed and adopted this October 23, 2023, by the following vote:

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

ATTEST:

_____
Marie Weber
Deputy City Manager/City Clerk

APPROVED AS TO FORM:

_____
Tara Mazzanti
Assistant City Attorney

RESOLUTION NO. _____

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.7**

DATE: October 23, 2023

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution approving an exception to the Livermore Municipal Code bidding requirements and authorizing sole sourcing specific brands of equipment and instruments for the construction of the Airway Pump Station Improvements Project No. 2021-30.

RECOMMENDED ACTION

The acting City Engineer recommends the City of Livermore City Council adopt a resolution:

1. Authorizing sole sourcing specific brands of equipment and instruments for the construction of the Airway Pump Station Improvements Project No. 2021-30;
2. Approving, per the recommendation of the acting City Engineer, an exception to the bidding requirement contained in Livermore Municipal Code Section 2.68.550(C), because there is no competitive advantage to be gained by inviting bids and the acting City Engineer has determined that the supplies and equipment are unique and available for a sole source; and
3. Authorizing the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of the resolution.

SUMMARY

The City of Livermore (City) Airway Pump Station Improvements Project involves replacing pumps, emergency generator, and electrical and instrumentation components. Monitoring and control of the City's various pump stations occurs remotely from the City's Water Reclamation Plant. Existing equipment and instruments utilized at the plant and the remote pump stations have been proven to be reliable and effective. To ensure that the equipment and instruments for the improvements will be fully compatible and perform well with the existing instrumentation and control systems at the plant and pump station, the acting City Engineer recommends that items be sole sourced from the same manufacturers pursuant to Livermore Municipal Code Section 2.68.550(C).

DISCUSSION

The City of Livermore (City) Airway Pump Station pumps potable water that the City receives from Zone 7 Water Agency's (Zone 7) distribution system to the City's Doolan Tank water storage reservoir. This

system serves the northwestern portion of the City and was originally built to handle existing and future buildout water demands. Over recent years, the water supply pressure in the Zone 7 distribution system has dropped significantly affecting pump station performance. It is also anticipated that the Zone 7 distribution system pressure will decrease further as service area demand increases, requiring not only near-term changes to the pump station to address current performance issues, but also improvements that consider projected long-term changes in conditions in the system.

The location of the pump station is shown on Attachment 1. The objective of the improvement project is to modify the mechanical, electrical, and instrumentation systems to maintain the pump station capacity in response to declining Zone 7 distribution system pressures. The overall project includes replacing the following components:

- Pumps and motors.
- Motor Control Center (MCC).
- Variable frequency drives (VFDs).
- Programmable Logic Controllers (PLCs).
- Related instrumentation and communication equipment.
- Emergency generator.

The improved pump station will supply the City's distribution system with water at adequate flows and pressures to meet existing and future water demands. Replacing equipment to meet current and projected water supply conditions will increase the efficiency and reliability of pump station operations.

Remote monitoring and control of the City's various pump stations occurs from the Water Reclamation Plant. Existing equipment and instruments utilized at the plant and the remote pump stations have been proven to be reliable and effective. To ensure that the equipment and instruments for the improvements will be fully compatible with and perform well with the existing instrumentation and control systems at the plant and pump station, the acting City Engineer recommends the following items be sole sourced from the same manufacturers.

Item No.	Item Description	Brand Required
1	Magnetic Flow Meter	Rosemount
2	Sump Pump	Sulzer
3	Digital Multimeter	Allen-Bradley
4	Low Voltage Motor Control Centers (MCC)	Allen-Bradley
5	Ethernet Radio and Antenna	Esteem Horizon
6	Main Programmable Automation Controller (PAC)	Rockwell Automation
	Analog Outputs	Rockwell Automation
	Analog Inputs	Rockwell Automation
	Discrete Outputs	Rockwell Automation
	Discrete Inputs	Rockwell Automation
	Operator Interface Terminal	Rockwell Automation
7	Control Panel Mounted Ethernet Switches	Stratix
8	Variable Frequency Drives (VFD)	Allen-Bradley

The City selected HDR Engineering to design this project. The final design will be completed in November 2023. When the City identifies a need for using sole source manufacturers, Livermore

Municipal Code (LMC) Section 2.68.550(C) allows for an exception to the bidding requirement shown in LMC Section 2.68.540, based on the fact that the equipment is unique. The justification to support an exception to bidding for specific brands of equipment and instruments for the improvement project are listed below.

1. Equipment and instruments listed have a good performance history at the plant and pump stations.
2. Equipment and instruments listed comply with the Component Standards identified in the City's Supervisory Control and Data Acquisition (SCADA) Master Plan, which seeks to standardize instrumentation, communication, and control components used at the plant and pump stations.
3. Using the same equipment and instruments manufacturer will ensure compatibility and good performance with existing products at the plant and pump station from the same manufacturer.
4. The inventory of replacement and spare parts can be reduced and better managed if replacement and spare parts are identical to existing equipment.
5. Using similar products reduces the amount of staff training.

FISCAL AND ADMINISTRATIVE IMPACTS

Contractors can obtain competitive quotes from different distributors or vendors for the same brand of products during the bid. Therefore, there should not be a significant increase in the bid price for the project. Using manufacturers that match products in the existing plant will reduce maintenance costs. Funding for the purchase of this equipment and instruments is included in the budget for the Airway Pump Station Improvements Project No. 2021-30 in the Fiscal Year 2023-2028 5-Year Capital Improvement Plan. The total budget for this project is $4,127,000, of which $1,694,000 is budgeted in FY 2023-24 and $2,433,000 in FY 2024-25. The project is funded with Water Replacement Fund 259.

COMMUNITY PILLAR

1: A Safe Community that Thrives

GOAL

11: Operate and maintain municipal water systems that provide safe, efficient delivery of potable and recycled water, collect ad treat wastewater, and comply with all federal, state, and local regulations.

GUIDING DOCUMENT

Fiscal Year 2023-2028 5-Year Capital Improvement Plan

ATTACHMENTS

1. Project Location
2. Resolution

Prepared by: Rick Teczon
Senior Civil Engineer

Approved by:



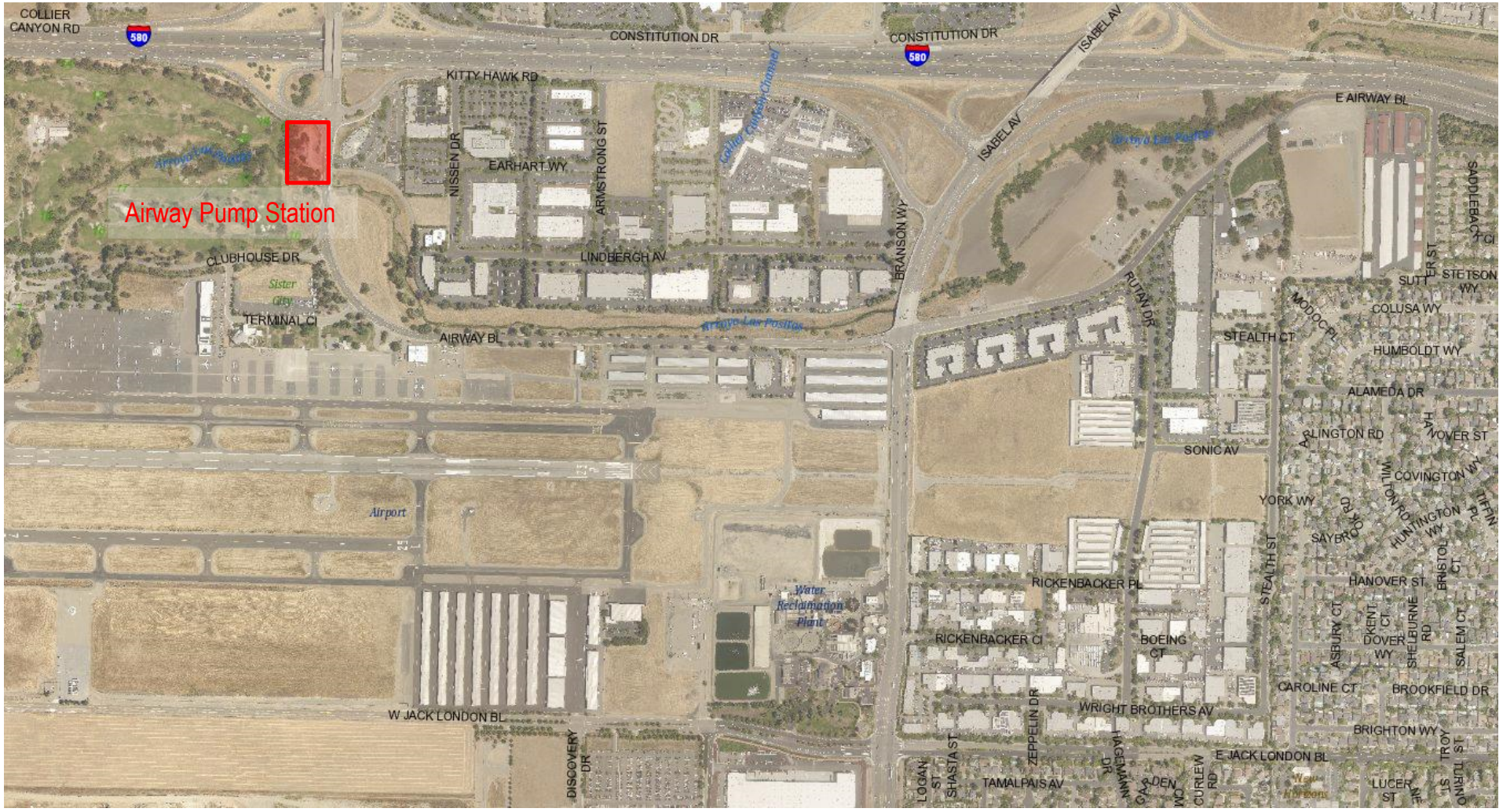
Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

PROJECT LOCATION



IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING AN EXCEPTION TO THE LIVERMORE MUNICIPAL CODE BIDDING REQUIREMENT AND AUTHORIZING SOLE SOURCING SPECIFIC BRANDS OF EQUIPMENT AND INSTRUMENTS FOR THE CONSTRUCTION OF THE AIRWAY PUMP STATION IMPROVEMENTS, PROJECT NO. 2021-30

The City of Livermore (City) Airway Pump Station is a booster pump station that conveys potable water received from Zone 7 Water Agency's (Zone 7) distribution system to the City's Doolan Tank water storage reservoir that serves the City's Zone 1 Water System. Over recent years, the water supply pressure in the Zone 7 distribution system has dropped, significantly, impacting pump station performance. It is also anticipated that the Zone 7 distribution system pressure will decrease further with projected service area demand, requiring not only near-term changes to the pump station to address current performance issues, but also improvements that consider projected long-term conditions in the system. The improved pump station will supply the distribution system with water at adequate flows and pressures.

The project involves replacing pumps, emergency generator, and electrical and instrumentation components. Remote monitoring and control of the City's various pump stations occurs from the City's Water Reclamation Plant. Existing equipment and instruments utilized at the plant and the remote pump stations have been proven to be reliable and effective. To ensure that the equipment and instruments for the improvements will be fully compatible with and perform well with the existing instrumentation and control systems at the plant and pump station, the acting City Engineer is recommending that they be sole sourced from the same manufacturer.

Livermore Municipal Code (LMC) Section 2.68.550(C) authorizes an exception to the bidding requirement contained in LMC Section 2.68.540 if there is no competitive advantage to be gained by inviting bids and where the acting City Engineer has determined that the supplies and equipment are unique and available from a sole source.

The findings in support of an exception to bidding for specific brands of equipment and instruments for the improvement project are as follows:

1. Equipment and instruments listed below have a good performance history at the City's plant and remote pump stations.
2. Equipment and instruments listed below comply with the Component Standards identified in the City's SCADA Master Plan, which seeks to standardize instrumentation, communication, and control components used at the plant and pump stations.
3. Using the same equipment and instruments manufacturer will ensure compatibility and good performance with existing products at the plant and pump station from the same manufacturer.
4. The inventory of replacement and spare parts can be reduced and better managed if replacement and spare parts are identical to existing equipment.
5. Using similar products reduces the amount of staff training.

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

1. Authorizes sole sourcing the following specific brands of equipment and instruments for the construction of the Airway Pump Station Improvements, Project No. 2021-30.

Item No.	Item Description	Brand Required
1	Magnetic Flow Meter	Rosemount
2	Sump Pump	Sulzer
3	Digital Multimeter	Allen-Bradley
4	Low Voltage Motor Control Centers (MCC)	Allen-Bradley
5	Ethernet Radio and Antenna	Esteem Horizon
6	Main Programmable Automation Controller (PAC) Analog Outputs Analog Inputs Discrete Outputs Discrete Inputs Operator Interface Terminal	Rockwell Automation Rockwell Automation Rockwell Automation Rockwell Automation Rockwell Automation Rockwell Automation
7	Control Panel Mounted Ethernet Switches	Stratix
8	Variable Frequency Drives (VFD)	Allen-Bradley

2. Approves, per the recommendation by the acting City Engineer, an exception to the bidding requirement contained in Livermore Municipal Code Section 2.68.550(C), because there is no competitive advantage to be gained by inviting bids, and the acting City Engineer has determined that the supplies and equipment are unique and available from a sole source.

3. Authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

On motion of Council Member _____, seconded by Council Member _____, the foregoing Resolution was passed and adopted this October 23, 2023, by the following vote:

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

ATTEST:

_____
Marie Weber
Deputy City Manager/City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Assistant City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.8**

DATE: October 23, 2023

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution authorizing execution of a Low-Income For Sale Housing Agreement with TH Arroyo Vista, LLC, for a 435-unit subdivision located in the Arroyo Vista neighborhood, generally to the east and north of Las Positas Road, south of Arroyo Vista Road, west of Bennett Drive and bisected by the Arroyo Seco channel intersection (VTTM 8379).

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing execution of a Low-Income For Sale Housing Agreement with TH Arroyo Vista, LLC, for a 435-unit subdivision located in the Arroyo Vista Neighborhood Area, generally to the east and north of Las Positas Road, south of Arroyo Vista Road, west of Bennett Drive and bisected by the Arroyo Seco channel (Vesting Tentative Tract Map 8379).

SUMMARY

In July 2017, the City Council approved a Development Agreement ("DA") for the 435-unit, Arroyo Vista residential subdivision, Tract Map 8379. In accordance with the DA, and consistent with the City's Affordable Housing Ordinance, the developer must now enter into a Low-Income Housing Agreement with the City to provide a lump sum housing In-Lieu fee payment of $4,600,000 and reserve 52-units in the project for sale at prices that are affordable to low- and moderate-income homebuyers. Staff recommends approval of the Low-Income Housing Agreement, as it implements the affordability provisions negotiated in the previously approved DA. Furthermore, the agreement will provide new, first-time homebuyer opportunities for low- and moderate-income households as well as funding for future affordable housing projects supported through the City's Affordable Housing Trust.

DISCUSSION

On July 24, 2017, City Council approved Vesting Tentative Tract May 8379 and Subdivision 16-010 for the "Arroyo Vista" subdivision consisting of 435 for-sale, single-family, attached and detached housing units, located on approximately 28.91 acres of land located generally to the east and north of Las Positas Road, south of Arroyo Vista Road, west of Bennett Drive and bisected by the Arroyo Seco channel, (the "Development"). The developer, Trumark Homes (assuming ownership as TH Arroyo Vista, LLC), intends to build the Development in two phases. The parcel west of the Arroyo Seco channel (the "West

Parcel") will be developed as Phase 1, and the parcel east of the Arroyo Seco channel will be constructed as Phase 2 (the "East Parcel").

The City's Affordable ("Inclusionary") Housing Ordinance states that developers completing for sale residential projects within the City's General Plan Area must satisfy the affordable housing requirement by providing fifteen percent (15%) of those units at prices affordable for low- and moderate-income households or provide an equivalent alternative, subject to City Council approval. Alternative methods of compliance include payment of an In-Lieu fee. In accordance with the City's Affordable Housing ordinance, the developer must now enter into a Low-Income For Sale Housing Agreement ("LIHA") with the City to fulfill the Inclusionary Housing requirement.

On October 11, 2017, the City executed Development Agreement, DA-17-002, for the Arroyo Vista subdivision (the "DA"). As described in Section 7 of the DA, the Developer shall provide the following in satisfaction of the affordable housing requirement:

For the West Parcel: The Developer will provide a payment of $4,600,000 prior to approval of the Final Map to satisfy the affordability requirements for the first 86 lots in the Development in lieu of providing on-site affordable units. In addition, Developer shall provide thirteen (13) on-site units for sale at affordable prices in the "Row Townhome" product with plans and locations that are comparable to the market rate units and which are distributed throughout the project, as identified in the LIHA.

At the time of DA negotiation, the City and the developer had identified a potential affordable housing site for acquisition, however it was later deemed infeasible. Under the terms of the DA, if a site is not identified, the Developer may opt to make an advance payment of In-Lieu fees to partially satisfy the affordability requirements for the first 86 lots in the Development. Fees received from the project will be deposited to the City's Affordable Housing Trust and used to support and expand development of the City's affordable housing opportunities. This type of funding is particularly helpful in providing housing for special needs populations that would not ordinarily be supported through the affordable housing provided by market rate developers. Vineyard 2, which supports homeless individuals, and Avance, which provides housing and services for developmentally disabled adults, are examples of special needs housing projects supported by the City's Affordable Housing Trust fund.

For the East Parcel: The Developer will provide 39 units, including 16 units of the "Garden Court" product and 23 units of the "Flats" product, for sale at affordable prices with plans and locations that are distributed throughout the development as described in LIHA.

If approved, affordable units located in both the East Parcel and West Parcel will be reserved for sale at low- and moderate-income prices that will be set at the time of sale in accordance with the City's standard methodology. The affordable units will be marketed throughout the community, and the applicant selection process will prioritize the City Council's established preferences, including Livermore residents and workers, Livermore Valley Joint Unified School District teachers, first responders, tenants of City-regulated affordable rental units, and veterans. All purchasers must meet the City's Affordable Homeownership Program qualifying criteria, including first-time homebuyer qualification, a minimum 660 credit score, determination of creditworthiness, and a three percent (3%) down payment requirement. Buyers will be required to enter into a resale restriction agreement with the City along with a promissory note and recorded deed of trust which reflect the affordability subsidy amount (e.g., difference between the market value and the affordable sales price).

Staff recommends approval of the LIHA as it reflects the terms of the previously approved DA, is consistent with the City's affordable housing ordinance, and advances City Council's affordable housing goals.

FISCAL AND ADMINISTRATIVE IMPACTS

If approved, the developer would be required to advance, prior to approval of the project final map, a lump sum In-Lieu fee payment of $4,600,000 to the City's Affordable Housing Fund (611). The project would also be required to reserve 52 affordable units in the West and East parcels for sale to low- and moderate-income homebuyers.

Upon sale of the affordable units, the City will hold a promissory note secured by a recorded deed of trust with the homebuyer in an amount that is the difference between the market rate appraised value of the home and the affordable for sale price at the time of sale. The promissory notes require no payment and may transfer to a new eligible buyer at resale. If the unit is sold at a market rate-unrestricted price to an ineligible buyer, the City collects the amount of the promissory note, and all restrictions terminate on the unit. Per the master fee schedule, the City will also receive one and a half percent (1.5%) administrative fee to market, screen and identify buyers. The developer will pay this fee at close of escrow. The fee will be used to defray the City's marketing, application, selection and homebuyer education costs as well as to monitor resale restriction agreements and comply with all federal and state fair housing laws and regulations.

COMMUNITY PILLAR

1: A Safe Community that Thrives

GOAL

7: Expand and preserve the supply of affordable housing opportunities.

ATTACHMENTS

1. Resolution
2. Exhibit A - Agreement

Prepared by: Fran Reisner
Acting Housing and Human Services Manager

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 LOW-INCOME FOR SALE HOUSING AGREEMENT WITH TH ARROYO VISTA, LLC, FOR A 435-UNIT SUBDIVISION LOCATED IN THE ARROYO VISTA NEIGHBORHOOD, GENERALLY TO THE EAST AND NORTH OF LAS POSITAS ROAD, SOUTH OF ARROYO VISTA ROAD, WEST OF BENNETT DRIVE AND BISECTED BY THE ARROYO SECO CHANNEL INTERSECTION (VTTM 8379)

TH Arroyo Vista, LLC ("the Developer") proposed a 435-unit residential subdivision located in the Arroyo Vista Neighborhood Plan Area, generally to the east and north of Las Positas Road, south of Arroyo Vista Road, west of Bennett Drive and bisected by the Arroyo Seco channel (Vesting Tentative Tract Map 8379) ("the Development").

In July 2017, the City Council approved a Development Agreement ("DA") for the 435-unit Arroyo Vista residential subdivision, under Tract Map 8379. In accordance with the DA and the City of Livermore's Affordable Housing Ordinance, the Developer must enter into a Low-Income Housing Agreement ("Agreement") with the City of Livermore and provide a combination of In-Lieu fees in the amount of $4,600,000 and 52-units in the project to be reserved for sale at prices that are affordable to low- and moderate-income homebuyers.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby authorizes the City Manager to sign on behalf of the City of Livermore the Low-Income For Sale Housing Agreement with TH Arroyo Vista, LLC, attached hereto as Exhibit A, and all related and necessary documents.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 23, 2023, by the following vote:

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

ATTEST: APPROVED AS TO FORM:

_____ */s/ Katherine Mirassou*
Marie Weber Katherine Mirassou
City Clerk Deputy City Attorney

Exhibit A – Low-Income For Sale Housing Agreement with TH Arroyo Vista, LLC

Recording Requested By:

CITY OF LIVERMORE

And When Recorded Mail to:

The City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550
Attention: City Clerk

Documentary Transfer Tax $ Exempt R&T Code 11922

By:_____

Recording Fee $0.00 Gov't Code 27383

APN: Portion of 099-1325-022-02, 099-1325-023, 099-1325- 027-02, 099-1325-029-02, 099-1325-030-04 and 099-1325-089

Low Income For Sale Housing Agreement between City of Livermore and Trumark Homes, Inc.

This Low Income For Sale Housing Agreement ("Agreement") is entered into on _____ _____, 2023 by and between the City of Livermore, a municipal corporation ("City"), and TH ARROYO VISTA LLC, a California limited liability company ("Developer"), with reference to the following facts:

RECITALS

A. A serious shortage of affordable housing exists in the City. Of particular concern is the shortage of housing for low-income and moderate-income households.

B. The impact that for-sale residential units have on the need to meet affordable housing was determined by conducting a Residential Nexus Analysis and Residential Feasibility Analysis. The analyses found that the need for affordable housing is commensurate with a 15% inclusionary requirement.

C. The City's General Plan Housing Element has the goal of providing housing affordable to all economic segments of the community and requires that in the General Plan area 15% of the dwelling units be affordable, in the Downtown Specific Plan area 10% of the dwelling units be affordable, and in the Isabel Neighborhood Specific Plan Area 20% of the dwelling units be affordable. Chapter 10.06.050 of the Livermore Development Code provides that this affordability requirement may also be satisfied by alternative means including payments to the City's Housing Trust Fund for use in affordable housing projects.

D. The Developer desires to build a residential development in the General Plan Area of the City of Livermore, and to enter into this Agreement to satisfy its affordable housing requirement.

AGREEMENT

NOW THEREFORE, in consideration of the terms, conditions and covenants set forth herein, City and Developer agree that the recitals are true and correct and further agree as follows:

1) Development
The Developer intends to develop a subdivision consisting of 435 for sale single-family, attached and detached housing units ("Units") as described in that certain Vesting Tentative Tract Map 8379 (the "Map"), SUB 16-010, located on approximately 28.91 acres of property with Alameda County Assessor Numbers 099-1325-022-02, 099-1325-023, 099-1325- 027-02, 099-1325-029-02, 099¬1325-030-04 and 099-1325-089 located generally to the east and north of Las Positas Road, south of Arroyo Vista Road, west of Bennett Drive and bisected by the Arroyo Seco channel, County of Alameda, and described more specifically in the attached Attachment 1 in Livermore, California (the "Development"). The Developer intends to develop the Development in two phases with each phase assigned to a Final Map. Developer will construct the parcel west of the Arroyo Seco channel (the "West Parcel") as Phase 1, and construct the parcel east of the Arroyo Seco channel as Phase 2 (the "East Parcel").

2) Affordable Housing Requirement
Based on the Conditions of Approval for Vesting Tentative Tract Map 8609, Chapter 10.06.050 of the Livermore Development Code, and as described in Section 7 of "Development Agreement – Arroyo Vista Project" (DA-17-002), dated October 11, 2017 (the "DA"), Developer shall provide the following in satisfaction of the affordable housing requirement:

   a) West Parcel: Developer will provide a payment of $4,600,000 prior to approval of the first Final Map to satisfy the affordability requirements for Lots 1-86 in lieu of providing on-site affordable units. In addition, Developer shall provide thirteen (13) on-site units for sale at affordable prices in the Row Townhome product with plans and locations as described on Attachment 2.

   b) East Parcel: Developer will provide 39 units, including 16 units of the Garden Court product and 23 units of the Flats product, for sale at affordable prices with plans and locations as described in Attachment 2.

   c) Affordable units located in both the East Parcel and West Parcel shall be for sale at affordable prices to low-income and moderate-income households in accordance with this Agreement as defined in Section 4 below, collectively (the "Affordable Units").

3) Location and Description of Affordable Units
   a) The Affordable Units shall be located on the base lots described and depicted in Attachment 2, attached hereto and incorporated herein.

   b) All Affordable Units shall be sold at the sales prices adopted by City Council that are applicable during the year the Affordable Units are sold (the "Low Income Price" and "Moderate Income Price"). For the initial year of this Agreement, the Low and Moderate Income Prices are as set forth in Attachment 3 attached hereto.

c) The Lots identified in Attachment 2 on which the Affordable Units are to be constructed may be changed with the mutual written consent of the City and Developer not to be unreasonably withheld provided that any change in the Lots does not materially detract from the value of the Affordable Units as determined by the City in accordance with the City's affordable housing ordinance (Dev. Code § 10.06.050).

d) Each Affordable Unit shall

i be built in conformance with the models and plans noted in Attachment 2 as such plans were approved in connection with Vesting Tentative Tract Map 8379 (SUB 16-010) and,

ii consist of the square feet of living space comprised of a family room, dining area, kitchen, laundry area and hook ups, bedrooms and bathrooms, as stated in Attachment 2, and

iii. contain the same standard amenities, fixtures and finishes, such as appliances, cabinets, counters, flooring, etc., as the market rate units in the Development. Any proposed amenities, fixtures and finishes that differ from those in the market rate units must be pre-approved by the City in writing prior to marketing the first Affordable Unit.

e) In the event that neither Developer nor City is able to identify Purchasers meeting the criteria through the processes described in Section 4d and 4e below, then upon mutual agreement of the authorized parties, Developer may pay the equivalent in-lieu fee for the Affordable Unit as such fee is calculated in accordance with Section 3.26.050.C of the Livermore Municipal Code. Such fee shall be paid upon written consent and release of the Affordable Units by the City. Payment of a fee in lieu of the Affordable Units shall not occur prior to good faith efforts by both Developer and the City to identify qualified Purchasers.

4) Selection of Purchasers

The purchasers ("Purchasers") of the Affordable Units shall be participants in the City's Affordable Homeownership Program (the "Program") to the extent the Program has qualified participants; if not enough participants in the Program, Developer shall have the right to identify other qualified purchasers, subject to City's approval, not to be unreasonably withheld or delayed, for the deed restricted units, which meet the affordability requirements set forth in Section 4(a)-(c) of this Agreement. The Program requires, among other things that:

a) For those Affordable Units designated to be sold to low income households, each Purchaser's income shall not exceed eighty percent (80%) of the median income for Alameda County, adjusted for actual household size, as published annually by the California Department of Housing and Community Development ("Low Income Purchaser").

b) For those Affordable Units designated to be sold to moderate income households, each Purchaser's income shall not exceed one-hundred twenty percent (120%) of the median income for Alameda County, adjusted for actual household size, as published annually by the California Department of Housing and Community Development ("Moderate Income Purchaser").

c) Low and Moderate Income Purchasers must meet credit and eligibility standards described in the City's Affordable Homeownership Program Guidelines. Livermore

community preferences, as described in the City's program guidelines, shall be incorporated in the ordering/ranking of applications for affordable units.

d) To the extent required under the Program, Developer agrees to market the Affordable Units through the following City programs: all print media, social media, real estate listing and email distribution lists specified by the City, and, to the extent qualified participants/purchasers are available, to implement applicant selection preferences in accordance with City's Affordable Homeownership Program Guidelines. The Developer may elect to have the City identify and select eligible Low and Moderate Income Purchasers for the Affordable Units.

e) If the Developer elects to utilize the services of the City:

i The City will establish a list identifying income-eligible households based on preferences established by the Livermore City Council, provide first time homebuyers access to consumer credit counseling, identify to first time homebuyers possible financing options, assist homebuyers through the escrow process, monitor resale restriction agreements and related documents, and comply with all federal and state fair housing laws and regulations.

ii Upon close of escrow for the sale of each Affordable Unit, the City shall be paid from escrow an administrative fee equal to one and half percent (1.5%) of the Total Purchase Price (as defined below) to conduct the activities described in Section 4 (d)(i) on behalf of Developer.

iii In order to ensure timely delivery notification of eligible Purchasers, Developer shall send to the City's Housing and Human Services Division Manager, a written notice as soon as Developer, in its reasonable opinion, believes that a particular Affordable Unit is at least one hundred twenty (120) days from being ready for occupancy. At that point, the City will begin marketing and identifying eligible Low and Moderate Income Purchasers. The City shall provide to Developer the names of Low and Moderate Income Purchasers eligible under the Program.

f) If the Developer does not elect to utilize the services of the City, the Developer must meet all of the requirements described in this section (4.a-6.c). The City will monitor the Developer to ensure substantial compliance.

5) Sales Price Limits

a) For those Affordable Units sold to Low Income Purchasers and Moderate Income Purchasers, the purchase price for each unit shall not exceed the sum of (i) the "Low Income Price" or "Moderate Income Price" plus (ii) the total cost of any Options (as that term is hereafter defined) for the particular Affordable Unit, (the "Total Purchase Price"). To be certain, the Purchase Price does not include any related closing and escrow costs and is not the same as the total amount due from the buyer to close escrow on the purchase transaction. The Low Income Price and Moderate Income Price are established annually by the City and set forth as Affordable For-Sale Prices, Rental Rates and Maximum Income Limits. The 2023 schedule is attached hereto as Attachment 3, incorporated herein as reference, and adopted by City Council Resolution 2001-204 ("Below Market Price Limits.") The Developer and the City acknowledge that the Below Market Price Limits may be adjusted from time to time and agree that in the event of such adjustment the Low Income Prices and Moderate Income Prices of the Affordable Units shall be

adjusted to match the then current Below Market Price Limits at the time the Developer notices the City of an Affordable Unit(s) for sale and/or the marketing of the Affordable Unit(s) begins as mutually agreed upon.

b) For property assessment purposes, the Total Purchase Price for each Affordable Unit shall be reported to the Alameda County Assessor's Office.

c) The term "Options" shall mean any options, improvements, or upgrades to an Affordable Unit that Developer has made available to a Purchaser and that Purchaser has agreed to purchase at its sole cost and expense and may not be financed. Notwithstanding anything in this agreement to the contrary, the total cost of the Options that a particular Purchaser may purchase for an Affordable Unit shall not exceed five percent (5%) of the price for that Affordable Unit. All permitted options for the Affordable Units must be pre-approved by the City prior to marketing the first Affordable Unit.

6) Affordability Restrictions

To effectuate the affordability restrictions, as a condition to the close of escrow on any Affordable Unit, the Developer shall require Purchaser to execute a promissory note in favor of the City in an amount equal to the difference between the fair market value as determined by an appraisal of the Affordable Unit and the Low Income Price or Moderate Income Price (the "Promissory Note"). In addition to the Promissory Note, shall cause the Purchaser to execute a deed of trust and a resale restriction agreement in favor of the City that will be recorded in a second-priority position at the close of escrow. The Resale Restriction Agreement, Deed of Trust and Promissory Note shall be referred to as the "City Loan Documents" and shall be substantially in the form of Attachment 4.

7) Assignment

This Agreement shall be binding upon the successors and assigns of the parties. Where the Developer sells or otherwise transfers title to any portion of the Property and the successor enters into a written assignment and assumption agreement requiring the successor to satisfy Developer's outstanding obligations under this Agreement, the City will release Developer from this Agreement as to that portion of the Property sold or transferred.

8) Breach

No party shall be in material breach of this Agreement unless and until (i) the breaching party receives from the non-breaching party a written notice ("Breach Notice") stating the nature of the breach and (ii) the breaching party has failed to cure such breach within thirty (30) days of the date it receives the Breach Notice; provided, however, if the nature of the breach is of a type or nature that cannot be cured within thirty (30) days, then the breaching party shall not be in material default of this Agreement so long as it (i) commences curing of the breach within thirty (30) days of the date it receives the Breach Notice and (ii) diligently pursues curing the breach to completion.

9) Agreement Lawful and Enforceable

The Developer acknowledges and concedes that this Agreement is lawful and enforceable and waives any and all legal challenges or other objections to this Agreement. The Developer shall not in any judicial action or proceeding, affirmatively or by way of defense, seek to invalidate or otherwise avoid the application of the terms of this Agreement.

10) Notice

Unless specified otherwise herein, any notice, tender or delivery to be given pursuant to this Agreement by either party shall be in writing and may be accomplished by delivery in person, express delivery service, or first-class certified mail, return receipt requested. Any notice shall be deemed received on the date shown on the receipt as the date of delivery, refusal of delivery or the date returned as undeliverable. Notices shall be addressed as set forth below, but each party may change his or her address by written notice in accordance with this Section.

TO CITY:
City of Livermore
1052 So. Livermore Ave.
Livermore, CA 94550
Attn: City Manager

TO DEVELOPER:
TH Arroyo Vista LLC
Attention: Legal Department
3001 Bishop Drive, #100
San Ramon, CA 94583

With a copy to:

Jackson Tidus
Attention: Sonial Lister, Esq.
2030 Main Street, 12th Floor
Irvine, CA 92612

11) Attorneys' Fees
If any legal action is commenced to interpret or to enforce the terms of this Agreement or to collect damages as a result of any breach of this Agreement, then the party prevailing in any such action shall be entitled to recover all reasonable attorneys' fees and costs incurred.

12) Compliance
Compliance with this Agreement satisfies the affordable housing development obligations of Developer under the City's Affordable Housing Ordinance (Section 10.06.050 of the Livermore Development Code), the Vesting Tentative Tract Map 8379 conditions of approval, and the Development Agreement 17-002.

13) Modification
This Agreement shall not be modified except by written instrument executed by and between the parties. The City Manager of the City of Livermore is the authorized representative of City to approve amendments related to the designation of Affordable Units subject to the requirements and conditions of Section 3(c) of this Agreement.

14) Entire Agreement
This Agreement constitutes the entire understanding and agreement of the parties with respect to the sale of the Affordable Units.

15) Binding Effect
This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

16) Severability

If any term of this Agreement is held in a final disposition by a court of competent jurisdiction to be invalid, then the remaining terms shall continue in full force unless the rights and obligations of the parties have been materially altered by such holding of invalidity.

17) Governing Law
This Agreement shall be governed by the laws of the State of California.

18) Incorporation by Reference
Any exhibits or attachments referred to in this Agreement are incorporated in this Agreement by such reference.

19) Counterparts
This Agreement may be executed in counterparts, by actual or facsimile signature (with originals to be forwarded by overnight mail). Each counterpart shall be deemed an original and all, when taken together, shall constitute one agreement.

20) Termination
This Agreement and all terms and conditions contained herein and the encumbrance of this Agreement on title shall automatically terminate once all obligations under this Agreement have been satisfied by the Developer without signing or recording any instrument of release, provided City shall sign any such release to the extent requested by Developer and/or required by any title company insuring the sale or transfer of Units. Notwithstanding the foregoing this Agreement shall terminate in its entirety and be of no further force and effect with respect to, (a) any portion (or interest in) of the Property, upon dedication or conveyance to a homeowners association, public entity or public utility, and (b) any completed Unit, upon the sale of such Unit to a member of the general public. In any such event, such portion of the Property (or interest therein) shall be deemed automatically released from the encumbrance of this Declaration, without signing or recording any instrument of release, provided City shall sign any such release to the extent requested by Developer and/or required by the title company insuring such sales or transfers.

[Signatures and Attachment List on the Next Page]

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

DEVELOPER:

TH ARROYO VISTA LLC,
a California limited liability company

By: _____
Tony Bosowski, Authorized Agent

Date: September 19, 2023

CITY OF LIVERMORE: **Dated:**

_____ _____
Marianna Marysheva, City Manager

Approved as to form:

_____
Deputy/Assistant/City Attorney

Attachments:

Attachment 1 – Property Description – East and West Parcels
Attachment 2 – Description of Affordable Units
Attachment 3 – 2023 Affordable Homeownership Program Sales Prices
Attachment 4 – Form of City Loan Documents

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa)

On September 19, 2023 before me, Trevor Brown, Notary Public
(insert name and title of the officer)

personally appeared Tony Borowski,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

TREVOR BROWN
COMM. #2446854
Notary Public - California
Contra Costa County
My Comm. Expires May 13, 2027

Signature _____ (Seal)

Attachment 1

Property Descriptions

Tract 8379 Arroyo Vista-Phase 1 (Pell property – West Parcel)

Being a subdivision of a Parcel 5, Parcel 6, Parcel 7 and Parcel 8 as described in that Grant Deed recorded January 24, 2003, in document number 2003042833 Alameda County Records, County of Alameda, City of Livermore, California.

Property: APNs: 099-1325-022-02, 099-1325-030-04, 099-1325-029-02 and 099-1325-023

Tract 8689 Arroyo Vista-Phase 2 (Pell property –East Parcel)

Being a subdivision of a Parcel 1 and Parcel 2 as described in that Grant Deed recorded January 19, 2023, in document number 2003005829 and a portion of Parcel 2 as described in that Grant Deed recorded October 6, 1989 in document number 89274601 Alameda County Records, County of Alameda, City of Livermore, California.

Property: APNs: 099-1325-027-02, 099-1325-089 and 099-1325-090 (Quitclaim Parcel)

Attachment 2
Description and Location of Affordable Units

West Parcel

#	Unit Address	Plan Type	No. of Bedrooms	No. of Baths	Approximate Square footage	Affordable Sales Price Category
Row Townhomes (Fee-Simple Townhomes)						
1	Lot 89	1	3	3.5	1913	Moderate
2	Lot 103	1	3	3.5	1913	Moderate
3	Lot 112	2	4	3.5	1997	Moderate
4	Lot 127	1	3	3.5	1913	Moderate
5	Lot 133	1	3	3.5	1913	Moderate
6	Lot 138	2	4	3.5	1997	Moderate
7	Lot 142	2	4	3.5	1997	Low
8	Lot 147	2	4	3.5	1997	Moderate
9	Lot 152	1	3	3.5	1913	Low
10	Lot 162	1	3	3.5	1913	Low
11	Lot 179	1	3	3.5	1913	Low
12	Lot 184	1	3	3.5	1913	Low
13	Lot 189	1	3	3.5	1913	Moderate

Attachment 2
Description and Location of Affordable Units

East Parcel

#	Unit Address	Plan Type	No. of Bedrooms	No. of Baths	Approximate Square footage	Affordable Sales Price Category
Garden Courts (Fee-Simple Townhomes)						
1	Lot 10	1	3	3	1574	Moderate
2	Lot 17	1	3	3	1574	Moderate
3	Lot 29	1	3	3	1574	Moderate
4	Lot 34	1	3	3	1574	Moderate
5	Lot 41	1	3	3	1574	Moderate
6	Lot 46	1	3	3	1574	Low
7	Lot 50	1	3	3	1574	Low
8	Lot 55	1	3	3	1574	Low
9	Lot 85	1	3	3	1574	Moderate
10	Lot 90	1	3	3	1574	Moderate
11	Lot 99	1	3	3	1574	Moderate
12	Lot 115	2	3	3	1812	Moderate
13	Lot 118	1	3	3	1574	Low
14	Lot 123	1	3	3	1574	Low
15	Lot 125	3	3	3.5	1845	Moderate
16	Lot 130	1	3	3	1574	Low
Flats (Condos)						
17	Lot 133	1	2	2.5	1187	Moderate
18	Lot 134	1	2	2.5	1187	Moderate
19	Lot 135	1	2	2.5	1187	Low
20	Lot 136	1	2	2.5	1187	Moderate
21	Lot 137	1	2	2.5	1187	Low
22	Lot 137	2	2	2.5	1436	Moderate
23	Lot 138	1	2	2.5	1187	Low
24	Lot 139	1	2	2.5	1187	Low
25	Lot 140	1	2	2.5	1187	Low
26	Lot 140	2	2	2.5	1436	Moderate
27	Lot 141	1	2	2.5	1187	Low
28	Lot 141	2	2	2.5	1436	Low
29	Lot 142	1	2	2.5	1187	Low
30	Lot 142	2	2	2.5	1436	Low
31	Lot 143	1	2	2.5	1187	Low
32	Lot 143	2	2	2.5	1436	Low
33	Lot 144	1	2	2.5	1187	Low
34	Lot 145	1	2	2.5	1187	Low

Attachment 2
Description and Location of Affordable Units

35	Lot 145	2	2	2.5	1436	Moderate
36	Lot 146	1	2	2.5	1187	Moderate
37	Lot 146	2	2	2.5	1436	Low
38	Lot 147	1	2	2.5	1187	Low
39	Lot 147	2	2	2.5	1436	Moderate

LIVERMORE CALIFORNIA

City of Livermore
Affordable For-Sale Prices and Rental Rates

For-Sale Housing*

No. Bed-rooms	Size House-hold	Very-Low Income (50%)		Low-Income (80%)		Median-Income (100%)		Moderate-Income (120%)	
		Maximum Income	Maximum Purchase Price	Maximum Income	Maximum Purchase Price	Maximum Income	Maximum Purchase Price	Maximum Income	Maximum Purchase Price
Studio	1	$50,000	$109,099	$76,750	$204,264	$99,950	$286,800	$119,950	$357,952
1	2	$57,150	$134,536	$87,700	$243,220	$114,250	$337,673	$137,100	$418,964
2	3	$64,300	$159,972	$98,650	$282,175	$128,500	$388,369	$154,200	$479,799
3	4	$71,400	$185,231	$109,600	$321,131	$142,800	$439,242	$171,350	$540,811
4	5	$77,150	$205,687	$118,400	$352,437	$154,200	$479,799	$185,050	$589,550

**Effective January 1, 2023*

Rental Housing*

No. Bed-rooms	Size House-hold	Ext. Low-Income (30%)		Very-Low Income (50%)		Lower-Income (60%)		Low-Income (80%)		Median-Income (100%)		Moderate-Income (120%)	
		Maximum Income	Maximum Rent	Maximum Income	Maximum Rent	Maximum Income	Maximum Rent	Maximum Income	Maximum Rent	Maximum Income	Maximum Rent	Maximum Income	Maximum Rent
Studio	1	$30,000	$750	$50,000	$1,250	$60,000	$1,500	$76,750	$1,919	$99,950	$2,499	$119,950	$2,999
1(*)	1.5	$34,300	$858	$53,575	$1,339	$64,290	$1,607	$82,225	$2,056	$107,100	$2,678	$128,525	$3,213
1	2	$38,600	$965	$57,150	$1,429	$68,580	$1,715	$87,700	$2,193	$114,250	$2,856	$137,100	$3,428
2	3	$42,850	$1,071	$64,300	$1,608	$77,160	$1,929	$98,650	$2,466	$128,500	$3,213	$154,200	$3,855
3	4	$46,300	$1,158	$71,400	$1,785	$85,680	$2,142	$109,600	$2,740	$142,800	$3,570	$171,350	$4,284
4	5	$49,750	$1,244	$77,150	$1,929	$92,580	$2,315	$118,400	$2,960	$154,200	$3,855	$185,050	$4,626

**Effective November 28, 2022*

NOTES: These limits are based on income data from the California Department of Housing and Community Development (HCD) for 2022. The Affordable Sales Prices are effective for the 2023 Affordable Homeownership Program year and thereafter until updated by City Council. The 2022 Area Median Income for a 4-person household of $142,800 published by State HCD is derived from the U.S. Department of Housing and Urban Development for Alameda County (Oakland-Fremont Metro Region) for the Section 8 Program.

(*) Low Income Housing Tax Credit (LIHTC) Household size

Sales Prices: assume a 6% interest rate, 30-year mortgage, and housing payments (PITI) which do not exceed 30% of the household's monthly income.

The Rental Housing limits are effective upon adoption by City Council and thereafter until updated by City Council. Rental affordability based on 30% of the household's monthly income and do not include tenant utility allowances. Utility allowances should be deducted from the maximum rents based on the Livermore Housing Authority's utility allowance schedule for the Section 8 Program.

Date Adopted by Livermore City Council: November 28, 2022

EXHIBIT A

COMPLIMENTARY RECORDING
REQUESTED PURSUANT TO
GOVERNMENT CODE SECTION 27383

When Recorded Mail To:
City Clerk
City of Livermore
1052 So. Livermore Avenue
Livermore, CA 94550

RESALE RESTRICTION AGREEMENT

Owner: _____

Residence : _____
Livermore, CA 94551

This Resale Restriction Agreement (the "Agreement") is entered into as of this _____ day of _____, 2021 by and between the City of Livermore, a municipal corporation (the "City") and _____ (the "Owner").

RECITALS

A. There is currently a shortage of single family housing in the City of Livermore that is affordable to low income households, causing many low and moderate income households to be unable to purchase single family homes.

B. To assist low and moderate income households in purchasing single family homes, the City has granted developers certain regulatory concessions and in return developers have agreed to cooperate with the City in developing affordable single family homes.

C. In order to further its plan to assist in the purchase of homes by low and moderate income households, the City has developed a secondary financing program designed to assist qualified purchasers to purchase single family homes while preventing unfair windfall profits to the purchasers (the "Affordable Homeownership Program").

D. Without the City's Inclusionary housing requirements, which require the developers to build homes at an affordable price, the Owner would not have had the opportunity to purchase a single family residence.

E. The City's secondary financing represents the value that the owner has received as a result of the City's Inclusionary requirements.

F. The Owner desires to purchase an affordable single family home and to participate in the Affordable Homeownership Program.

G. The Owner has qualified for City financing with a combined household income which does not exceed One Hundred Twenty percent (120%) of median income of Alameda County, adjusted for actual household size, as published by the California Department of Housing and Community Development.

H. The City wishes to establish resale controls to protect its financial interest in the Residence and to provide for the continued availability of affordable housing.

I. In order to protect its financial interest and its program of providing housing for low income households, the City has required the Owner to execute, in addition to this Agreement, a promissory note in favor of the City (the "City Note").

J. This Agreement and the City Note shall be secured by a deed of trust in a lesser lien position (the "City Deed of Trust") subordinate to the lien of that deed of trust executed by the Owner in favor of the First Lender.

K. The purpose of this Agreement is to place resale controls on the Residence and establish eligibility requirements for subsequent purchasers.

L. The City intends to apply the production of this Residence, to the extent permitted by law, toward the satisfaction of the requirements of Health and Safety Code Section 33413(b)(2).

AGREEMENT

NOW, THEREFORE, in consideration of the benefits received by the Owner and the City, the Owner and the City agree, as follows:

1. DEFINITIONS

The following terms are specially defined for this Agreement:

A. "Affordable Purchase Price" shall mean the maximum purchase price for Moderate Income (120% AMI) housing, adjusted for number of bedrooms, as adopted annually by the City Council of the City.

B. "Affordable Rent" shall mean the lesser of the actual housing costs (including mortgage, homeowners' insurance, hazard and flood insurance, homeowners' association dues) or City affordable rental maximum plus reasonable and customary property management services fee.

C. "City Option" shall mean the City's option to purchase Residence as defined in Section 15.A.

D. "Excess Rental Proceeds" shall mean all rental proceeds collected by the Owner that exceed the Affordable Rent.

E. "Excess Sales Proceeds" shall mean the portion of the gross sales proceeds received by the Owner from a subsequent purchaser, which exceeded the Affordable Sales Price for the Residence that is due to the City. The amount of Excess Sales Proceeds due to the City shall be no greater than the equivalent amount of 3% compounded annual interest on the principal amount of the City Note for a maximum of twenty (20) years. The actual amount of excess sales proceeds due to the City shall be calculated according to the number of years outstanding on the City's Note.

F. "Fair Market Value" shall be determined by an appraisal of the Residence performed as provided in the Resale Restriction Agreement. Nothing in this subparagraph shall preclude the Owner and the City from establishing the Fair Market Value of the Residence by mutual agreement in lieu of an appraisal.

G. "First Lender" shall mean .

H. "First Lender Deed of Trust" shall mean the deed of trust from Owner to .

I. "First Lender's Loan" shall mean the loan to Owner made by and any loan to Owner in the name of or held by CalHFA.

J. "Median Income" shall mean the median annual income, adjusted for household size, for a household in Alameda County as published by the California Department of Housing and Community Development.

K. "Proposed Purchaser" shall mean the potential home buyer proposed by the Owner to purchase the Residence from the Owner.

L. "Sales Price" shall mean the maximum sales price that the Owner may receive for any Transfer of the Residence to an eligible Purchaser, as calculated in accordance with Section 14 below.

M. "Transfer" shall mean any sale, assignment or transfer, voluntary or involuntary, of any interest in the Residence, including, but not limited to, a fee simple interest, a joint tenancy interest, a life estate, a leasehold interest, (other than as may be permitted in Section 8 of the Resale Restriction Agreement) or an interest evidenced by a land contract by which possession of the Residence is transferred and Owner retains title, or deed of trust.

A Transfer shall not include a transfer by gift, devise or inheritance: (i) to an existing spouse, domestic partner, surviving joint tenant, or child; (ii) by an Owner to a spouse or domestic partner where the spouse or domestic partner becomes the co-owner of the Residence; (iii) between spouses as part of a marriage dissolution proceeding; (iv) to an existing spouse or domestic partner of Owner by devise or inheritance following the death of Owner; (v) by Owner into an inter vivos trust in which Owner is the beneficiary; or (vi) refinance of the First Mortgage meeting the requirements of Section 17 of this Agreement; provided, however, that Owner shall provide written notice of all such transfers to City; and Owner shall continue to occupy the Residence as his or her principal place of residence (except where the transfer occurs pursuant to subsection (iii) or (iv) above, in which event the transferee shall owner-occupy the Residence and affirmatively assume Owner's obligations under this Agreement and the City Note.

2. DESCRIPTION OF PROPERTY

This Agreement concerns the real property commonly known as, _____, Livermore, California, (the "Residence"), which is more fully described in Exhibit A attached hereto and

incorporated by reference.

3. TERM OF AGREEMENT

The term of this Agreement shall commence as of the date of this Agreement and shall expire on that date fifty-five (55) years from the date of this Agreement (the "Term").

4. OWNER CERTIFICATIONS; OWNER OCCUPANCY MONITORING

The Owner certifies that all financial and other information provided in order to qualify to purchase the Residence is true and correct as of the date first written above.

The Owner further covenants and agrees to occupy the Residence as Owner's primary residence for the duration of Owner's ownership and shall not rent or lease the property or portion thereof during the Term of this Agreement without prior written approval of City. The Owner shall be considered as occupying the Residence if the Owner is living in the Residence for at least ten months out of each calendar year. The City may grant a temporary waiver of this occupancy requirement for good cause in its sole discretion. Without limiting the generality of the foregoing, any absence from the Residence by Owner for a period 60 days or more days shall be deemed an abandonment of the Residence as the primary residence of Owner in violation of the conditions of this Section 4. On or before May 1 of each calendar year, the Owner shall provide an annual written certification to the City, in the form shown in Exhibit C, that the Owner is occupying the Residence as Owner's principal place of residence, and that Owner is not renting the Residence, or any portion thereof, to another party. Owner shall comply with all applicable laws relating to the use and maintenance of the Residence, including but not limited to the City of Livermore Municipal Code, City of Livermore Planning and Zoning Code, and all other local, state and federal laws.

5. NO CRIMINAL ACTIVITY

Owner agrees that no resident residing on the Property, their guests or persons under their control shall permit, engage in, or facilitate criminal activity on the Property, in any building on the Property, or in the streets bordering the Property. This includes, without limitation the foregoing: (i) the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute or use a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. § 802); (ii) the unlawful discharge of firearms; and (iii) all acts or threats of violence, harming, or intending to harm a person or

property.

6. NO RENTING OR LEASING OF HOME

The Owner shall not rent or lease the Residence, or any portion thereof, to another party, unless such rental or lease is first approved in writing by the City. The City shall approve the renting or leasing of the Residence only if *all* of the following conditions are met (1) the term of the rental or lease is not greater than twelve (12) months and cannot be extended without City approval; (2) the Owner demonstrates to the City's reasonable satisfaction that the Owner will incur substantial hardship, that would at the City's discretion not otherwise be remedied through the sale of the property, if he or she is not permitted to rent or lease the Residence to a third party; (3) the tenant qualifies as an Income Eligible Household, as certified to the City, and (4) the rent for the Residence does not exceed the Affordable Rent. Any rental or lease of the Residence in violation of this Agreement is prohibited, and shall be a default under this Agreement and the City Deed of Trust. The Owner further agrees that, in the event the Owner rents or leases the Residence to a third party in violation of this Section 6, any Excess Rental Proceeds paid to the Owner by the lessee over the Affordable Rent shall be due and payable to the City immediately upon receipt thereof by the Owner. Owner agrees that the collection of rents shall be monitored and administered through an independent, licensed property manager who shall be pre approved by the City. Such Excess Rental Proceeds shall be considered a recourse debt of the Owner to the City, as evidenced by the Note, which the City may collect by legal action against the Owner, including by foreclosure under the City Deed of Trust. The Owner hereby agrees that City shall not be responsible for any relocation, eviction, legal or moving expenses if the lessee is required to vacate the premises.

7. MAINTENANCE AND INSURANCE REQUIREMENTS

A. Maintenance. The Owner shall maintain the Residence, including landscaping, in good repair and in a neat, clean and orderly condition (and, as to landscaping, in a healthy condition) and in accordance with all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials. Owner will not permit deterioration of the Residence, and shall make all repairs and replacements necessary to keep the Residence in good condition and repair. Failure by the Owner to maintain the Residence shall constitute a default under this Agreement for which

the City may exercise the City Option to purchase the Residence pursuant to Section 15 below. In case of default, funds to clean-up or repair damage to the property shall come from the Owner.

B. Insurance. The Owner shall maintain a standard all risk property insurance policy equal to the replacement value of the Residence (adjusted every five (5) years by appraisal, if requested by City), naming the City as an additional insured. Additional insurance requirements are set forth in Section 2 of the City Deed of Trust. The Owner shall provide the City with evidence of required insurance coverage upon request of the City.

8. SALE AND TRANSFER RESTRICTIONS

A. Prohibition on Transfer. Any Transfer without satisfaction of the provisions of this Agreement is prohibited and shall constitute a default by Owner for which the City may exercise the City Option pursuant to Section 15 below.

B. Inheritance. In the event a Transfer occurs by devise or inheritance due to death of the Owner, the administrator of the Owner's estate or the person inheriting the Residence shall provide written notice to the City of the Owner's death within thirty (30) days of the date of death and the following procedures shall apply:

1. If the person inheriting the Residence (the "Inheriting Owner") is a qualified inheritor under the City's definition of eligible parties not subject to Transfer (an "Inheriting Party"), that person shall provide the City documentation of his or her qualifications as an Inheriting Party, to be verified by the City. If the Inheriting Party fails to provide required documentation demonstrating the his or her relationship to the Owner within 60 days of the date of the Owner's death, the party shall be deemed not to qualify as an Inheriting Party. The Inheriting Party shall succeed to the Owner's interest and obligations under this Agreement, the City Note, and the City Deed of Trust and shall execute an assumption agreement containing the terms of the Agreement, City Note and Deed of Trust between the Inheriting Owner and the City and recorded against the Residence.

2. If the Inheriting Owner is not a qualified Inheriting Party, he or she shall Transfer the Residence to an Eligible Purchaser at a price not exceeding the Affordable Purchase Price, pursuant to the procedures set forth in Sections 9 through 14 below and the City may exercise the City Option pursuant to Section 15 below. Prior to initiating a Transfer pursuant to this section, the Inheriting Owner shall provide the City with an Owner's

Notice of Intent to Sell within sixty (60) days of the date of death of the Owner.

3. Failure of an Inheriting Owner to follow the procedures and file the notices described in this Section 8 shall constitute a Default under this Agreement and the City may then exercise any of the remedies set forth in Section 18 below, including, without limitation, exercise of the City Option upon Default.

9. NOTICE OF INTENDED TRANSFER

In the event the Owner intends to Transfer or vacate the Residence, the Owner shall promptly notify the City in writing of such intent. The written notice shall be given in accordance with Section 26 of this Agreement at least one hundred twenty (120) days prior to the actual date of the Transfer or vacation of the Residence, or such other time period as may be mutually agreed upon by the Owner and the City. Said notice from the Owner shall be sent by certified mail, return receipt requested. Following receipt of such notice, the City may notify the Owner within thirty (30) days regarding exercise of the City Option. If the City chooses not to exercise the City Option, City will notify prospective Eligible Purchasers of the Residence that the Residence is available for purchase and shall further provide a Response Notice to Owner that will include the following information: (1) the maximum qualifying income for an Eligible Purchaser; (2) the certifications required of an Eligible Purchaser; and (3) the Sales Price the Owner may receive for the Residence, calculated by the City pursuant to Section 14 below. The Owner may receive referrals for Eligible Purchasers by the City and or its approved homeownership counseling provider for a reasonable administrative fee.

10. REPAYMENT OF CITY NOTE UPON TRANSFER BY OWNER

If a Transfer of the Residence occurs to other than an Eligible Purchaser, the Owner shall pay all amounts due under the City Note (Exhibit B). Thereafter, this Agreement shall terminate and have no further effect.

11. ASSUMPTION OF THE CITY NOTE

If the Owner transfers the Residence to an Eligible Purchaser in a transaction that meets the Eligible Transfer requirements of Section 13 of this Agreement, the City will allow the Eligible Purchaser to assume the obligations under the City Note and the City Deed of Trust, subject to the Eligible Purchaser executing a new promissory note in the amount of

the difference between the Fair Market Value and the Affordable Sales Price at the time of Transfer and a new deed of trust in favor of the City and a new resale restriction agreement. Upon the approval of an Eligible Purchaser's assumption of the Owner's obligations under the City Note and the City Deed of Trust and the execution of a new promissory note, deed of trust and resale restriction agreement by the Eligible Purchaser, the City shall release the Owner from any obligations under this Agreement, the City Note, and City Deed of Trust. The Eligible Purchaser's assumption of the Owner's obligations under the City Note and City Deed of Trust shall be credited by Owner to the Eligible Purchaser as a partial payment of the purchase price for the Residence in the amount of the City Note.

12. TRANSFER BY OWNER

The Owner may sell the Residence to a person of the Owner's choosing (the "Proposed Purchaser") on the terms set forth in this Section.

A. Transfer to Ineligible Purchasers. If the Owner Transfers the Residence in a transaction that does not meet the Eligible Transfer requirements of Section 13 below, the Owner shall first pay (i) all of the principal and interest due to the First Lender, and (ii) all principal and amounts owed on the City Note. Thereafter this Agreement shall terminate and have no further effect.

B. Transfer to Eligible Purchaser. If the Owner Transfers the Residence in a transaction that meets the Eligible Transfer requirements of Section 13 below, the City shall allow the obligations under the City Note to be assumed by the Eligible Purchaser pursuant to Section 13. A. (5) and (6) of this Agreement. The maximum amount that the Owner may receive for the Transfer after the payment of customary and reasonable closing costs for the sale of the Residence shall be lesser of: 1) the Fair Market Value of the Residence; or 2) the Affordable Purchase Price in effect at the date of sale as established by Council, subject to any adjustments due to Advances by the City or as described further in Section 14.

13. ELIGIBLE TRANSFER

A transfer that meets the requirements set forth in this Section shall qualify as an approved Transfer to an Eligible Purchaser ("Eligible Transfer").

A. Disclosures and Submittals. The Owner and the Proposed Purchaser shall provide the following information to City:

1. The name, address and telephone number in writing of the Proposed Purchaser.

2. A signed financial statement of the Proposed Purchaser in a form acceptable to the City and any other supporting documentation requested by the City. The financial information shall be used by the City to determine the income eligibility and credit worthiness of the Proposed Purchaser.

3. The proposed sales contract and all other related documents, which shall set forth the terms of the sale of the Residence, including the following terms:

   a. The sales price, setting out the amount of the first loan and the amount of the City Note which is to be assumed; and

   b. The price to be paid by the Proposed Purchaser for the Owner's personal property, if any, and for the services of the owner, if any.

4. A written certification, from the Owner and the Proposed Purchaser, in a form acceptable to the City that the sale shall be closed in accordance with the terms of the sales contract and other documents submitted to and approved by the City. The certification shall also provide that the Proposed Purchaser or any other party has not paid and will not pay to the Owner, and the Owner has not received and will not receive from Proposed Purchaser or any other party, money or other consideration in addition to what is set forth in the sales contract and documents submitted to the City, including personal property. The written certification shall also include a provision that in the event a Transfer is made in violation of the terms of this Agreement or false or misleading statements are made in any documents or certification submitted to the City, the City shall have the right to file an action at law or in equity to make the parties terminate and/or rescind the sales contract and/or declare the sale void, notwithstanding the fact that the sale may have closed and become final as between the Owner and the Proposed Purchaser. In any event, any costs, liabilities or obligations incurred by Owner and/or the Proposed Purchaser for the return of any moneys paid or received in violation hereunder or for any costs and legal expenses, shall be borne by Owner and/or the Proposed Purchaser and they shall hold the City harmless and reimburse their expenses, legal fees and costs for any action they reasonably take in good faith in enforcing the terms of this Agreement. An executed resale restriction agreement by the Proposed Purchaser with substantially the same provisions as this Agreement and subject to City approval. The recordation of the resale restriction agreement shall be a condition of the City's approval of the proposed sale. The City may require the Proposed Purchaser to pay a reasonable fee to the City and reimburse it for out of pocket costs to cover the costs of administering its rights and obligations under this Agreement.

5. An executed deed of trust and a promissory note from the Proposed Purchaser

in favor of the City except that the principal amount of the new promissory note shall equal the difference between the Fair Market Value and the Affordable Purchase Price at the time of Transfer. The new promissory note shall be subject to the Affordable Homeownership Program terms at the time of Transfer.

6. Upon the close of the proposed sale, certified copies of the recorded deed of trust, a copy of the recorded resale restriction agreement, a copy of the final sales contract, settlement statement, escrow instructions, and any other document which the City may reasonably request.

B. Eligibility Of Purchaser. A purchaser who meets the following requirements shall be an Eligible Purchaser ("Eligible Purchaser"):

1. Each purchaser shall certify that he or she will occupy the Residence as his or her principal residence. The Residence shall be considered the principal residence of the purchaser if the purchaser lives in the Residence for at least ten (10) months out of each calendar year.

2. The combined income for all household members of the purchaser does not exceed One Hundred Twenty percent (120%) of median income of Alameda County, adjusted for actual household size, as published by the California Department of Housing and Community Development.

14. DETERMINATION OF SALES PRICE

A. To Eligible Purchaser. The maximum sales price (the "Sales Price") that the Owner may charge for a Transfer of the Residence to an Eligible Purchaser shall be lesser of: (i) the Fair Market Value of the Residence; or (ii) the Affordable Purchase Price, plus the amount of the Excess Sales Proceeds. In the event that the sum of the Affordable Purchase Price plus the amount of the Excess Sales Proceeds under the City Note exceeds the Fair Market Value of the Residence, the amount of the City Note shall be reduced until the sum of the Affordable Purchase Price plus the amount of the City Note equals the Fair Market Value. No adjustments to the Affordable Purchase Price shall be made for any improvements or upgrades to the unit.

B. Adjustments to Owner's Net Proceeds Sales Price. The owner's net proceeds may be decrease by the amount necessary to repair damage to the Residence, if any, and to place the Residence into saleable condition as reasonably determined by the City

including, without limitation, amounts attributed to cleaning; painting; replacing worn carpeting and window coverings; making necessary structural, mechanical, electrical and plumbing repairs; addressing damage noted in the pest report, and repairing or replacing built-in appliances and fixtures. Owner hereby covenants to, at Owner's expense, maintain the Residence in the same condition as in existence on the date of City's Notice of Exercise, reasonable wear and tear excepted to cover any advances made by the City.

C. To Ineligible Purchaser. The sales price that the owner may charge for a Transfer of the Residence to an Ineligible Purchaser shall be reached by mutual consent between the owner and buyer of the residence. If the residence is sold to an ineligible purchaser the owner will be subject to conditions set forth in Section 12. A. of this Agreement.

D. Payment to City of Excess Sales Proceeds. If the Owner Transfers the Residence at an unrestricted price pursuant to this Section 14, or if the Owner makes a Transfer in violation of this Agreement, the Owner shall pay the principal balance of the City Note plus any Excess Sales Proceeds to the City.

15. OPTION TO PURCHASE

A. City Option to Purchase. Owner hereby grants to the City an option to purchase all of Owner's right, title and interest in and to the Residence ("City Option") upon the occurrence of an Option Event as defined in Section 15. C. below, subject to the terms and conditions contained herein.

B. Assignment of the City Option. The City may assign the City Option to another government entity, a nonprofit affordable housing or service provider, or a person or family that qualifies as an Eligible Purchaser. The City's assignment of the City Option shall not extend any time limits contained herein with respect to the exercise period of the City Option or the period within which the Residence must be purchased.

C. Events Giving Rise to Right to Exercise Option. The City shall have the right to exercise the City Option upon the occurrence of any of the following events (each an "Option Event"):

1. Receipt of a Notice of Intent to Transfer (as defined in Section 9);
2. Any actual, attempted or pending sale, conveyance, transfer, lease or other attempted disposition of the Residence or of any estate or interest therein,

except as defined as Events not constituting a Transfer in Section 1.M.;

3. Any actual, attempted or pending encumbrance of the Residence, including without limitation by way of mortgage or deed of trust, or by judgment, mechanics, tax or other lien, except as provided in Section 17 below;
4. Recordation of a notice of default and/or notice of sale pursuant to California Civil code section 2924 (or successor provisions) under any deed of trust or mortgage with a power of sale encumbering the Residence;
5. Commencement of a judicial foreclosure proceeding regarding the Residence;
6. Commencement of a proceeding or action in bankruptcy, whether voluntary or involuntary, pursuant to Title 11 of the United States Code or other bankruptcy statute, or any other insolvency, reorganization, arrangement, assignment for the benefit of creditors, receivership or trusteeship, concerning the Owner; or
7. Any violation by Owner of any provision of this Agreement including, without limitation, the conditions set forth in Sections 4, 5, 6, and 7 above.

16. FAIR MARKET VALUE

If it is necessary to determine the Fair Market Value of the Residence, the Fair Market Value shall be determined by a real estate appraiser approved by the Owner and the City. The cost of the Appraisal shall be borne equally by the Owner and the City. Nothing in this section shall preclude the Owner and the City from establishing the fair market value of the Residence by mutual agreement in lieu of an appraisal pursuant to this section.

17. REFINANCING OF THE RESIDENCE

If authorized by a First Lender, Owner may refinance the First Lender's loan provided the loan amount of such refinancing does not exceed the then outstanding balance of the First Lender's loan plus 2% non-recurring closing costs. However, Owner may not refinance a First Lender's loan with a loan that contains any provisions for negative amortization or balloon payments. Upon Owner's request, the City shall subordinate the City Deed of Trust to a deed of trust or mortgage made by or held by an institutional lender or investor which is given in connection with any refinancing of the First Lender's Loan which meets the criteria set out in this Section 17 of this Agreement.

18. DEFAULTS AND REMEDIES / DEFAULT BY OWNER

Upon a violation of any of the provisions of this Agreement by the Owner, the City shall give written notice to the owner specifying the nature of the violation. If the violation is not corrected to the satisfaction of the City within thirty (30) days after the date the notice is mailed, or within such further time as the City determines is necessary to correct the violation, the City may declare a default under this Agreement. Upon the declaration of a default or if the Owner makes any misrepresentation in connection with receiving any benefits under this Agreement, the City may: (a) declare all amounts due under the City Note immediately due and payable without further demand and may invoke the Power of Sale under the Deed of Trust; and/or (b) exercise the City Option; and/or (c) apply to a court of competent jurisdiction for specific performance of this Agreement, for an injunction prohibiting a proposed sale or transfer in violation of this Agreement, for a declaration that a transfer in violation of this Agreement is void, or for any such other relief at law or in equity as may be appropriate.

19. NOTICE OF DEFAULT AND FORECLOSURE

A request for notice of default and any notice of sale under any deed of trust or mortgage with power of sale encumbering the Residence shall be recorded by the City in the Office of the Recorder of Alameda County for the benefit of the City. The City may declare a default under this Agreement upon receipt of any notice given to the City pursuant to Civil Code Section 2924b, and may exercise its rights as provided in Section 15 of this Agreement.

In the event of default and foreclosure, the City shall have the same right as the Owner to cure defaults and redeem the Residence prior to the foreclosure sale. Nothing herein shall be construed as creating any obligation of the City to cure any such default, nor shall this right to cure and redeem operate to extend any time limitations in the default provisions of the underlying deed of trust or mortgage.

If the City failed to file the request for notice of default, the City Option shall commence from the date the notice of default is given by the City to the Owner.

20. BINDING EFFECT

This Agreement shall bind, and the benefit hereof shall inure to, the Owner, his or her heirs, legal representatives, executors, successors in interest and assigns, and to the City and its successors, until the earlier of (a) the date the City Note is repaid, or (b) the date o

a Transfer of the Residence to an Eligible Purchaser in accordance with Section 12. B. above, or (c) at least 55 years from the date of this Agreement.

21. SUPERIORITY OF AGREEMENT

The Owner covenants that he or she has not, and will not, execute any other agreement with provisions contradictory to or in opposition to the provisions hereof, and that, in any event, this Agreement is controlling as to the rights and obligations between and among the owner, the City and their respective successors.

22. RIGHTS OF BENEFICIARIES UNDER DEEDS OF TRUSTS

Notwithstanding any other provision hereof, this Agreement shall not diminish or affect the rights of a First Lender under the First Lender's Deed of Trust or any subsequent First Lender deeds of trust hereafter recorded against the Residence and the provisions of this Agreement shall be subordinate to the lien of a First Lender Deed of Trust and shall not impair the rights of a First Lender, or such lender's assignee or successor-in-interest (including but not limited to the United States Department of Housing and Urban Development (HUD), Federal National Mortgage Association (FNMA), or the Veterans Administration, if applicable), to exercise its remedies under the First Lender Deed of Trust in the event of default under the First Lender Deed of Trust by the Owner. Such remedies under a First Lender Deed of Trust include the right of foreclosure or acceptance of a deed or assignment in lieu of foreclosure. After such foreclosure or acceptance of a deed in lieu of foreclosure, this Agreement shall be forever terminated and shall have no further effect as to the Residence or any transferee thereafter; provided, however, if the holder of such First Lender Deed of Trust acquired title to the Residence pursuant to a deed or assignment in lieu of foreclosure this Agreement shall automatically terminate upon such acquisition of title, provided that (i) the City has been given written notice of default under such First Lender Deed of Trust, which requirement shall be satisfied by recordation of a notice of default under California Civil Code Section 2924, and (ii) the City shall not have cured the default under the First Lender Deed of Trust within ninety (90) days of such notice.

23. AMENDMENTS AND MODIFICATIONS

This Agreement, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of any party hereto, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or

termination is sought.

24. SEVERABILITY

If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such term, covenant or condition and the validity or enforceability of the remaining terms, covenants or conditions shall not in any way be affected.

25. CONTROLLING LAW

The terms of this Agreement shall be interpreted under the laws of the State of California.

26. NOTICES

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 and shall be deemed to be effective as of the date received or the date delivery was refused as indicated on the return receipt as follows:

To the Owner:

To the City: City of Livermore
1052 S. Livermore Ave.
Livermore, CA 94550
Attn: City Manager

27. INTERPRETATION OF AGREEMENT

The terms of this Agreement shall be interpreted so as to avoid speculation on the Residence and to insure to the extent possible that its sales price and mortgage payment remain affordable to persons and families of low income.

28. EXHIBITS

Any exhibits referred to in this Agreement are incorporated in this Agreement by such reference.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same Agreement.

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

CITY OF LIVERMORE:

By:_____

Marianna Marysheva, City Manager

OWNER:

_____

Approved as to form:

_____

Name:

Title: (Deputy/Assistant) City Attorney for City of Livermore

CO-OWNER:

_____

Exhibits

A Residence Description

B City Note

C Sample Owner Occupancy Certification Form

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certification is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
}
County of Alameda }

On _____,_____ who before me, _____Notary Public, personally appeared proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Seal)
Signature of Notary Public

EXHIBIT 'A'

Legal Description

(To be inserted by Title Co.)

EXHIBIT ‘B’

Promissory Note

NOTICE TO BORROWER: **Loan No.**

THIS DOCUMENT CONTAINS PROVISIONS
RESTRICTING RESALES AND ASSUMPTIONS

PROMISSORY NOTE

Secured by a Deed of Trust

$ Dated:

Livermore, California

FOR VALUE RECEIVED, the undersigned (the "Borrower") promises to pay to the order of the City of Livermore, a municipal corporation (the "City") at 1052 South Livermore Ave., Livermore, California, or such other place as the City may designate in writing, the principal sum of $ plus any amounts due the City as Excess Sales Proceeds.

1. Definitions. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Resale Restriction Agreement, executed by the parties and of even date herewith.

2. Purpose of City Note. Borrower is purchasing the Residence pursuant to the City's Affordable Homeownership Program, which makes homes available at a price affordable to low or moderate income households. Pursuant to the City's Affordable Housing Ordinance, Livermore Development Code Section 10.06.050, the purchase price of the Residence is substantially below the market value to ensure the Residence will be affordable for purchase by low or moderate income households. Because the purchase price has been set below the market value, the Borrower is required and has agreed to execute a Resale Restriction Agreement that restricts the price of the Residence upon resale and requires the Borrower to pay any Excess Sales Proceeds to City upon resale . In addition, the Resale Restriction Agreement prohibits the renting or leasing of the Residence except with prior written approval of the City.

3. Borrower's Obligation. This Note evidences the Borrower's obligation to pay the City the principal amount of Dollars ($) plus Excess Sales Proceeds for the repayment of the financial assistance provided to the Borrower by the City in connection with the purchase of the Residence as defined in Paragraph 4, below.

4. Security. This Note is secured by a Deed of Trust (the "Deed of Trust") dated the same date as this Note recorded against the property located at , Livermore, California (the "Residence").

5. Repayment. The total amount of the principal and any Excess Sales Proceeds owed under this Note shall immediately become due and payable (i) in the event of an uncured default by Borrower under this Note, the Deed of Trust, or the Resale Restriction Agreement between the City and Borrower, or (ii) on the date a Transfer is made to other than an Eligible Purchaser whether voluntarily, involuntarily, or by operation of law and whether by deed, contract of sale, gift, devise, bequest or otherwise

There shall be no payments due on amounts owed under this Note so long as the Borrower owns the Residence and is not in violation of any provisions of this Note, the Resale Restriction Agreement, or the Deed of Trust. This Note is due and payable upon sale or transfer of title.

At the request of the Borrower, the City shall relieve Borrower of all obligations under this Note, provided that the Residence is sold to an Eligible Purchaser pursuant to the Resale Restriction Agreement, and the Eligible Purchaser executes a new resale restriction agreement, deed of trust, and a new promissory note pursuant to provisions of the Resale Restriction Agreement.

The City shall forgive the principal due under this Note at the time of a Transfer or repayment of this Note to the extent necessary to ensure that the Borrower's obligations to repay the principal due on this Note and on all promissory notes secured by deeds of trust superior to the Deed of Trust do not exceed the Fair Market Value of the Residence.

6. Assumption of Note is Restricted. Borrower acknowledges that this Note is given in connection with the purchase of the Residence as part of a program of the City to assist in the purchase of homes by low or moderate-income persons. Consequently, this Note is not automatically assumable, but is subject to Section 711.5 of the California Civil Code, which allows the City to accelerate all amounts due under this Note if any subsequent sale or transfer of the Residence of any kind does not comply with the provisions of the Resale Restriction Agreement executed between the Borrower and the City and dated the same date as this Note.

7. Prepayments. Borrower may prepay all or any amount of the principal balance due under this Note.

8. Default and Acceleration. Upon the occurrence of an uncured default under this Note, the Resale Restriction Agreement or the Deed of Trust, the City shall have the right to declare the full amount of the principal along with any Excess Sales Proceeds under this Note immediately due and payable. Any failure by the City to pursue its legal and equitable remedies upon default shall not constitute a waiver of the City's right to declare a default and exercise all of its rights under this Note, the Deed of Trust, and the Resale Restriction Agreement. Nor shall acceptance by the City of any payment provided for herein constitute a waiver of the City's right to require prompt payment of any remaining principal and interest owed.

9. No Offset. Borrower hereby waives any rights of offset it now has or may hereafter have against the City, its successors and assigns, and agrees to make the payments called for herein in accordance with the terms of this Note.

10. Waiver; Attorneys' Fees. Borrower and any endorsers or guarantors of this Note, for themselves, their heirs, legal representatives, successors and assigns, respectively, severally waive diligence, presentment, protest, and demand, and notice of protest, dishonor and non-payment of this Note, and expressly waive any rights to be released by reason of any extension of time or change in terms of payment, or change, alteration or release of any security given for the payments hereof, and expressly waive the right to plead any and all statutes of limitations as a defense to any demand on this Note or agreement to pay the same, and jointly and severally agree to pay all costs of collection when incurred, including reasonable attorneys fees. If an action is instituted on this Note, the undersigned promises to pay, in addition to the costs and disbursements allowed by law, such sum as a court may adjudge reasonable as attorneys' fees in such action.

11. Severability. If any provision of this Note shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

12. No Waiver by the City. No waiver of any breach, default or failure of condition under the terms of this Note shall be implied from any failure of the City to take, or any delay by the City in taking, action with respect to such breach, default or failure or from any previous waiver of any similar or unrelated breach, default or failure; and a waiver of any term of the Note must be made in writing and shall be limited to the express written terms of such waiver.

13. Joint and Several Obligations. This Note is the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

14. Governing Law. This Note shall be construed in accordance with and be governed by the laws of the State of California.

Non-recourse; Assignment by City

15. . This Note constitutes a portion of the unpaid balance of the purchase price of the Residence. Borrower shall have no personal liability for any deficiency on this Note and the only remedy available to the City or any holder in due course shall be foreclosure pursuant to law as provided in the Deed of Trust. The City may assign its right to receive the proceeds under this Note to any person and upon notice to Borrower by the City all payments shall be made to the assignee.

DATE BORROWER:

_____

DATE: CO-BORROWER

_____

EXHIBIT A

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO
City of Livermore
1052 S. Livermore Avenue
Livermore, Ca. 94550-4899

Complimentary Recording Request Pursuant To Government Code Section 27383

Loan No.:

Space Above This Line for Recorder's Use Only

A.P.N.:

File No.:

DEED OF TRUST AND ASSIGNMENT OF RENTS
(Short Form)

THIS DEED OF TRUST, made this between

TRUSTOR: whose address is

TRUSTEE:
and BENEFICIARY: City of Livermore, a Municipal Corporation

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the City of Livermore, Alameda County, State of California, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The lien of this Deed of Trust is inferior and subordinate to the lien of that certain Trust Deed executed by Trustors named above for the benefit of dated securing an original amount of $, which is recorded concurrently herewith.

If the Trustor/Grantor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the Beneficiary being first had and obtained, Beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any Note evidencing the same, immediately due and payable.

TOGETHER WITH the rents, issues, and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph 10 of the provisions, incorporated by reference, to collect and apply such rents, issues and profits.
FOR THE PURPOSE OF SECURING: 1. Performance of each agreement of Trustor, incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one Promissory Note of even date herewith, and any extension or renewal thereof, in the principal sum of $, executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record Owner of said property hereafter may borrow from Beneficiary, when evidenced by another Note (or Notes) reciting it is so secured
TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the Note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded in Santa Barbara County and Sonoma County on October 18, 1961, and in all other counties on October 23, 1961, in the book and page of the Official Records in the office of the county recorder of the county where said property is located, noted below and opposite the name of such county, viz:

and Assignment of Rents (Short Form) - continued

County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page
Alameda	435	684	Imperial	1091	501	Merced	1547	538	San Benito	271	383	Siskiyou	468	181
Alpine	1	250	Inyo	147	598	Modoc	184	851	San Bernadino	5567	61	Solano	1105	182
Amador	104	348	Kern	3427	60	Mono	52	429	San Francisco	A332	905	Sonoma	1851	689
Butte	1145	1	Kings	792	833	Monterey	2194	538	San Joaquin	2470	311	Stanislaus	1715	456
Calaveras	145	152	Lake	362	39	Napa	639	86	San Luis Obispo	1151	12	Sutter	572	297
Colusa	296	617	Lassen	171	471	Nevada	305	320	San Mateo	4078	420	Tehama	401	289
Contra Costa	3978	47	Los Angeles	T2055	899	Orange	5889	611	Santa Barbara	1878	860	Trinity	93	366
Del Norte	78	414	Madera	810	170	Placer	895	301	Santa Clara	5336	01	Tulare	2294	275
El Dorado	568	456	Marin	1508	339	Plumas	151	5	Santa Cruz	1431	494	Tuolumne	135	47
Fresno	4626	572	Mariposa	77	292	Riverside	3005	523	Shasta	684	528	Venutra	2062	386
Glenn	422	184	Mendocino	579	530	Sacramento	4331	62	Sierra	29	335	Yolo	653	245
Humboldt	657	527				San Diego Series 2 Book 1961, Page 183887						Yuba	334	486

which provisions, identical in all counties, are printed below) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale be mailed to Trustor at Trustor's address hereinbefore set forth, or if none shown, to Trustor at property address.

FURTHERMORE, in the event of foreclosure or deed in lieu of foreclosure, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate-income households or otherwise restricting the Trustor's ability to sell the Property shall have no further force or effect. Any person (including successors or assigns thereto) receiving title to the Property through a foreclosure or deed in lieu of foreclosure shall receive title to the Property free and clear from such restrictions.

NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT TO THE ADDRESS CONTAINED IN THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A NEW REQUEST MUST BE RECORDED.

Signature of Trustor(s)

_____

Dated: _____

_____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California }

}ss.

COUNTY OF Alameda }

On _____, before me, , Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Seal)

Signature of Notary Public

EXHIBIT A

DO NOT RECORD

The following is a copy of provisions (1) to (14), inclusive, of the fictitious Deed of Trust, recorded in each county In California, as stated in the foregoing Deed of Trust and incorporated by reference In said Deed of Trust as being a part thereof as if set forth at length therein.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire Insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency, all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay Immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the rate called for in the note secured hereby, or at the amount allowed by law at date of expenditure, whichever is greater, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in this same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee is such reconveyance may be described as "the person or persons legally entitled thereto.· Five years after issuance of such full reconveyance, Trustee may destroy said Note and this Deed of Trust (unless directed in such request to retain them.)

(10) That as additional security, Trustor here6y gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, Issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, said Note(s) and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and In such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the persons or persons legally entitled thereto .. -

(12) Beneficiary, or any successor in ownership of any Indebtedness secured hereby may, from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its litJe, estate, rights, powers and duties, must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed of Trust Is recorded and the name and address of the new Trustee.

(13) That this Deed of Trust applies to, insures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the Note secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so required, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be party unless brought by Trustee.

----------DO NOT RECORD----------

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

To: , a Corporation, **Trustee**

Dated: _____

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

Mail Reconveyance to: _____

_____

_____

_____

_____ By _____

_____ By _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.
Both must be delivered to the Trustee for cancellation before reconveyance will be made.

Short Form
DEED OF TRUST
WITH POWER OF SALE
INDIVIDUAL

EXHIBIT 'C'

LIVERMORE
CALIFORNIA

Annual Compliance Report

Certificate of Owner Occupancy

Due by May 1st Annually

Address: _____ Livermore CA

I/We hereby certify that I/we have continuously occupied the unit located at the above named address as our Primary Residence as defined according to the City's loan documents. I/We understand that failure to occupy the unit as our Primary Residence shall be cause for default under the City's loan agreements.

Signature(s): Date:

_____ _____

_____

☐ Copy of the most current (April) PG&E statement/bill included (first page only).

Changes to phone or email contact? Please update here:

_____

For concerns about providing this information, changes in property owner status or other questions, please contact the City's Housing and Human Services Division at (925)960-4580.

Mail or deliver completed form and documents to:

City of Livermore
Housing and Human Services Division
1052 S. Livermore Avenue
Livermore, CA 94550

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.9**

DATE: October 23, 2023

TO: Honorable Mayor and City Council

FROM: Brandon Cardwell, Innovation and Economic Development Director

SUBJECT: Resolution approving allocation of the Tourism and Special Event Grant monies for July 1, 2023-June 30, 2024, and authorizing the execution of grant agreements with Altamont Cruisers, Livermore Valley Opera, Quest Science Center, Rotary Club of Livermore, and Shakespeare's Associates, Inc. in the amount of $2,000 each.

RECOMMENDED ACTION

Staff recommends City Council adopt a resolution approving allocation of Tourism and Special Event Grant monies for July 1, 2023-June 30, 2024, and authorize the execution of grant agreements with Altamont Cruisers, Livermore Valley Opera, Quest Science Center, Rotary Club of Livermore, and Shakespeare's Associates, Inc. in the amount of $2,000 each.

SUMMARY

The purpose of the annual Tourism and Special Event Grant program is to provide financial assistance to organizations that promote Livermore as a destination and generate tourism that benefits the local and regional economy, including local merchants and the local wine industry. The application period for the FY 2023-24 Tourism and Special Event Grant Program is on a rolling basis. Grant requests must be for an event to occur between July 1, 2023, and June 30, 2024. Funding is recommended for Altamont Cruisers, Livermore Valley Opera, Quest Science Center, Rotary Club of Livermore, and Shakespeare's Associates, Inc., in the amount of $2,000 each.

DISCUSSION

The annual Tourism and Special Event Grant Program is allocated $10,000 from the General Fund to support organizations that directly benefit downtown businesses or local wineries or promote Livermore as a destination. The purpose of the program is to provide financial support for events that: Add to Livermore's unique art, history, diversity or character; produce an economic benefit to the City by marketing Livermore as a destination; appeal to broad audiences throughout the region; and generate tourism in Livermore. Qualifying events must meet one or more of the above program goals. Funds are to be paid out to selected grant awardees after the event has taken place and receipts for eligible expenses are submitted to the City. The amount to be paid to each organization will not exceed fifty

percent (50%) of the eligible costs of organizing the event. The availability of funds for the FY 2023-24 Tourism and Special Event Grant Program was announced and applications were solicited through a press release and posting on the City website and social media starting June 1, 2023. The City's Grant Agreement process includes selected applicants entering into a grant agreement with the City; registering and having an active business license; and submitting documentation that they carry insurance that meets the City's requirements for events. Staff reviewed five (5) applications and found that all demonstrated consistencies with the program and policy criteria. Staff therefore recommends that a grant of $2,000 each be awarded to the following eligible applicants:

Applicant	Name of the Event	Location of the Event	Date of the Event
Altamont Cruisers	Nostalgia Day Car Show	Downtown Livermore	September 24, 2023
Livermore Valley Opera	Of Mice and Men	Bankhead Theater	October 7,8,14, and 15, 2023
Quest Science Center	Science@Stockmen's Park	Stockmen's Park	July 8, August 26, October 28, 2023 and TBD in May and June 2024
Rotary Club of Livermore	106 Annual Livermore Rodeo Parade	Downtown Livermore	June 8, 2024
Shakespeare's Associates, Inc. dba SPARC Theater	Shakespeare in the Vineyard	Darcie Kent Vineyard	June 22 to August 6, 2023

Since the grant period started on July 1, 2023, some events have already taken place. Upon Council approval, payment of the grant will be made once all grant requirements are met by applicants.

FISCAL AND ADMINISTRATIVE IMPACTS

The adopted FY 2023-24 General Fund budget includes $10,000 for the Tourism and Special Event grant program, of which all is currently recommended for approval. No additional fiscal or administrative impacts are anticipated. A net positive economic impact from tourism and special event activities is expected from generation of additional revenues in the form of sales tax and hotel occupancy tax.

COMMUNITY PILLAR

2: An Economy that Prospers

GOAL

2: Lead efforts, in collaboration with other City departments and outside partners, to maintain and enhance diversity and resilience of Livermore's economy.

ATTACHMENTS

1. Resolution
2. Exhibit A - Grant Agreement with Altamont Cruisers
3. Exhibit B - Grant Agreement with Livermore Valley Opera
4. Exhibit C - Grant Agreement with Quest Science Center
5. Exhibit D - Grant Agreement with Rotary Club of Livermore
6. Exhibit E - Grant Agreement with Shakespeare's Associates

Prepared by: Brandon Cardwell
Innovation and Economic Development Director

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 APPROVING ALLOCATION OF TOURISM AND SPECIAL EVENT GRANT MONIES FOR THE PERIOD OF JULY 1, 2023 – JUNE 30, 2024, AND AUTHORIZING THE EXECUTION OF GRANT AGREEMENTS WITH ALTAMONT CRUISERS, LIVERMORE VALLEY OPERA, QUEST SCIENCE CENTER, ROTARY CLUB OF LIVERMORE, AND SHAKESPEARE'S ASSOCIATES, INC., IN THE AMOUNT OF $2,000 EACH

In 1991, the City of Livermore ("City") established the Tourism and Special Event Grant program, which has been modified throughout the years. The program contains guidelines for the City's annual solicitation of applications for the award of City of Livermore Tourism and Special Event Grant funds. Grants awarded from the Tourism and Special Event Grant program are made to provide financial assistance to organizations that promote Livermore as a destination and generate tourism that benefits the local and regional economy. The City's approved operating budget in Fund 5001 for FY 2023-2024, includes $10,000 for the Tourism and Special Event Grant program.

Staff sought applications for FY 2023-2024 grant awards of up to $2,000 each, pursuant to the procedure described in the accompanying staff report and according to the Program guidelines.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby approves the following applicants for the Tourism and Special Event Grant Program for the period of July 1, 2023 – June 30, 2024, to receive grant funding in an amount not to exceed $2,000 each, and authorizes the City Manager to execute on behalf of the City of Livermore the grant agreements with each of the below grantees, attached to this resolution as Exhibits A through E:

Applicant	Event	Location	Date of Event
Altamont Cruisers	Nostalgia Day Car Show	Downtown Livermore	September 24, 2023
Livermore Valley Opera	Of Mice & Men	Bankhead Theater (Downtown)	October 7,8,14, and 15, 2023
Quest Science Center	Science@Stockmen's Park	Stockmen's Park (Downtown)	July 8, August 26, October 7 & 28, and TBD dates in May and June 2024
Rotary Club of Livermore	Livermore Rodeo Parade	Downtown Livermore	June 8, 2024
Shakespeare's Associates, Inc.	Shakespeare In the Vineyard	Darcie Kent Vineyards	June 22 to August 6, 2023

On motion of Council Member _____, seconded by Council member_____, the foregoing resolution was passed and adopted on October 23, 2023, by the following vote:

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

ATTEST:

_____
Marie Weber
Deputy City Manager/City Clerk

APPROVED AS TO FORM:

/s/ Katherine Mirassou
Katherine Mirassou
Deputy City Attorney

Exhibit A- Grant Agreement with Altamont Cruisers
Exhibit B- Grant Agreement with Livermore Valley Opera
Exhibit C- Grant Agreement with Quest Science Center
Exhibit D- Grant Agreement with Rotary Club of Livermore
Exhibit E- Grant Agreement with Shakespeare's Associates, Inc.

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EXHIBIT A

GRANT AGREEMENT BETWEEN CITY OF LIVERMORE AND

Altamont Cruisers

FOR FISCAL YEAR 2023/2024

THIS AGREEMENT, entered into this _____ day of _____, 2023 between the City of Livermore, a municipal corporation **("City")**, and Altamont Cruisers, a California nonprofit corporation (**"Grantee"**).

RECITALS

A. The City is entering into a grant agreement with Grantee for fiscal year 2022/2023.

B. The Grantee's mission is to raise money for many worthy community causes, primarily to raise money to benefit the young people of the local community and help them avoid drugs and to carry on other charitable activities as allowed by law.

C. The City has determined that the goals and activities of the Grantee are consistent with the Marketing and Economic Development goals of the City and therefore should be supported through the proposed grant of $2,000.00, which will enhance and support the City's marketing and economic development efforts, including by identifying the City as an underwriter of the Grantee's work.

AGREEMENT

NOW THEREFORE, the parties agree that the above recitals are true and correct and further agree as follows:

1. Grant Activities. Grantee is responsible for its continuing operations. As part of its continuing operations, Grantee will apply the Grant funds to market and promote the City's Downtown and historic Livermore Valley Wine Region through the 34th Annual Nostalgia Day Car Show event. The City shall not be listed as a sponsor of any grantee activity or event, but shall be listed only as an "underwriter" at all times. The Grant activities covered by this Agreement is the 34th Annual Nostalgia Car Show as outlined in Exhibit "A" **("Grant Activities").**

2. Grant Amount. The City will issue, and Grantee will use, funds in the amount of $2,000 (the **"Grant Funds**") to perform the activities consistent with the terms and conditions of this Grant Agreement. City will provide the Grant Funds to Grantee within 30 days of the date on which this Agreement is executed by both the City and Grantee.

3. Time for Performance. Grantee shall complete its Grant Activities prior to June 30, 2024.

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4. Recognition of City Grant Funds Grantee shall acknowledge City's award of Grant Funds in all appropriate materials and media. The acknowledgment shall read, "Underwritten in part from the City of Livermore" or similar language, unless the City is a part of a list of other underwriters, in which case the City may be acknowledged as, "City of Livermore." Grantee shall display the City's logo whenever logos are displayed, and in accordance with the City logo use guidelines, which are included as Exhibit "C" to this Grant Agreement.

5. Independent Contractor. Nothing contained in this Grant Agreement is intended to, nor shall be construed in any manner to, create or establish the relationship of employer/employee between the City and Grantee. The City shall have no role in approving, planning, sanctioning, authorizing or controlling the Grant Activities or any activity Grantee undertakes. Grantee shall at all times remain an independent contractor with respect to the services funded by this Grant Agreement. City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance stemming from any of Grantee's work, as Grantee is an independent contractor.

6. Documentation and Recordkeeping

(a) Grantee shall maintain records providing a full description of each such Grant Activity and the date(s) on which the activity occurred.

(b) Grantee shall retain all records pertinent to expenditures incurred in the performance of the Grant Activities under this Grant Agreement and expenditure of Grant Funds for a period of two (2) years after the end of any activity funded pursuant to this Grant Agreement.

7. Suspension, Termination, Return of Funds

(a) City may suspend or terminate this Grant Agreement if Grantee materially fails to comply with any term or condition of this Agreement, including but not limited to, the following: (1) failure, for any reason, of Grantee to fulfill in a timely and proper manner its obligations under this Agreement; or (2) ineffective or improper use of the Grant Funds provided under this Agreement.

(b) The City's notice of termination for cause must be provided in writing at least ten (10) calendar days before the effective date of termination.

(c) In the event the City terminates this Grant Agreement for cause, Grantee shall return all of the Grant Funds awarded which shall be submitted to the City's General Fund for reallocation.

8. Hold Harmless. Grantee agrees to defend, indemnify, and hold City, elected officials, officers, directors, employees, agents, and designated volunteers harmless from and against any and all loss, liability, damage, including reasonable attorney's and expert fees and/or court costs, arising out of the performance of the Grant Activities under this Grant Agreement, except for the gross negligence and willful misconduct of City, its elected officials, officers, directors, employees, agents, and designated volunteers.

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

10. Amendment. 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.

11. Notices. Any notice required or permitted under the terms of this Agreement shall be effective upon receipt in writing either by personal service upon the authorized agent for the party, or by mailing the notice via U.S. Mail to the party as follows:

TO CITY: City of Livermore
Attn: Brandon Cardwell, Director
Innovation and Economic Development Department
1052 S. Livermore Avenue
Livermore, California 94550

TO GRANTEE: 34th Annual Nostalgia Day Car Show
Attn: Tom Duprey, Board Treasurer
P.O. Box 2144
Livermore, CA 94551

12. Waiver. Failure to insist upon the strict performance of any term or conditions in this Grant 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**.**

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

14. Counterparts. This Grant Agreement may be executed in counterpart by delivering a facsimile or secure electronic copy of the signed agreement to the other party, followed by delivery of the original documents bearing the original signatures. Failure to deliver the original documents does not affect the enforceability of this Agreement.

****

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 Grant Agreement, effective on the date first written above.

GRANTEE: **Dated:**

Altamont Cruisers

DocuSigned by:
Tom Duprey
C253CEAE55534E7...

9/6/2023 | 2:48 PM PDT

By: Tom Duprey
Title: Board Treasurer

CITY OF LIVERMORE: **Dated:**

_____ _____

Brandon Cardwell
Director, Innovation and Economic Development

APPROVED AS TO FORM:

DocuSigned by:
Katherine Mirassou
D48B6A0C4F27411...
DS
JS

Assistant/City Attorney

Attachments:

Exhibit A – Grant Activities
Exhibit B – Insurance Requirements
Exhibit C – City Logo Use Guidelines

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Tourism and Special Event Grant Request

Grant Period: July 1, 2023 - June 30, 2024

* Applicant Name
Altamont Cruisers Thomas Duprey

* **Email**
treasurer@altamontcruisers.org

* Phone
[redacted]

* Full Address
PO Box 2144
LIVERMORE CA 94551

Sponsoring Non-Profit Organization
Altamont Cruisers

* **Name of Event**
Nostalgia Day Car Show

* **Event Date(s)**
September 24, 2023

* **Description of Event**
This is the 3th anniversary of the Nostalgia Day Car Show. It is one of the largest one day car shows in Northern California. There will be approximately 700 to 800 classic vehicles attending.

* **Event Location**
Downtown Livermore including First through Third Street from L to McLeod.

Previous event dates (if applicable)
Annual event. Last year it was September 25, 2022.

* **How will grant be used?**
This is our annual fund raising event. All the net proceeds of the car show are donated to local charities and youth organizations. This is entirely a volunteer event, no one from our organization receives any monies.

City contribution to prior events (if applicable)
LIVERMORE

* **Estimated attendance (please indicate basis for attendance)**
8,000 to 10,000

* **Estimated percentage (%) of attendees from out of town**
70

* **Describe advertising or publicity directed at non-Livermore residents**
We target past attendees of the car show. People come from as far as Reno, NV and Redding, CA

* **Describe how the event will benefit Livermore**
This one day event is so well attend by participants because they love the venue downtown Livermore provides. All the downtown retail businesses benefit from all the people who attend, especially the restaurants.

Additional comments
SKIPPED

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EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance
Consultant/Contractor shall maintain limits no less than:

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.

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 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. 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,

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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

LIVERMORE
CALIFORNIA

EXHIBIT C

BRAND GUIDELINES

CITY OF
LIVERMORE
CALIFORNIA

INTRODUCTION.....2

LOGO USAGE.....3

TYPOGRAPHY.....8

COLOR.....9

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INTRODUCTION

As a unique community amongst over 400 California cities, the brand for the City of Livermore is critical—it builds recognition and trust, and it's a reflection of our spirit. Livermore has a rich history and a dynamic future—we honor both past and future by putting forth a consistent, engaging appearance for our communications and media. We are stewards of the Livermore brand. To make our communications strategy effective, we need our materials to express Livermore's core values:

RICH HISTORY ROOTED IN WESTERN HERITAGE	CONNECTION TO THE LAND THROUGH VITICULTURE AND OPEN SPACE PRESERVATION	EDUCATED AND FORWARD-THINKING COMMUNITY EXEMPLIFIED BY SCIENCE AND TECHNOLOGY	SHARING OF THE HUMAN SPIRIT THROUGH ARTS AND CULTURE

By communicating these values clearly and consistently, Livermore will benefit from a unique identity that resonates with residents, businesses, neighbors and visitors from near and far.

BRAND INTEGRITY

The way we communicate through visual, digital and written communications helps strengthen our connection with residents as well as the wider world. These Brand Guidelines are an important tool to ensure that a consistent tone, look and feel are conveyed. Ultimately, this means that the City's messaging will be more effective.

SUB-BRANDING

Sub-branding is the creation of visuals and materials that are unique to a given department, event or initiative, not fully reflecting the overall City brand appearance. For instance, the Livermore Police Department sub-brand.

Sub-branding must be in alignment with the City's overall brand. Such sub-branding may be requested for projects, events, committees or other special uses. Contact the Public Information Officer for any requests or questions regarding sub-branding.

Ultimately, it is people that maintain and protect the City's brand, so please join in the effort to uphold these guidelines. With everything the City of Livermore has to offer, each day is another chance to share that "There's More Here."

If you have any questions, please reach out to the Public Information Officer by contacting the City:

925-960-4000
communications@LivermoreCA.gov

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LOGO USAGE

Standard Version

The logo is comprised of three parts: the capital letters “LIVERMORE”, “CALIFORNIA” and a graphic grape leaf. The type is a customized combination of display caps and ITC Legacy Sans Serif fonts; the blue color telegraphs stability, trust and accessibility. The stylized leaf, illustrated in an earthy olive green, symbolizes the growth and vitality that lives throughout the City. The logo is incomplete if any of these elements are deleted.



Other Logo Configurations

There are special cases for which certain, approved variations are permitted for use.
These are described in more detail later in these guidelines.



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Logo Coloring

The logo colors are periwinkle blue and olive green. The logo should be used in color whenever possible. Never alter colors or tints of the logo.

The medium for reproducing the logo (print vs. digital) determines which colors are specified. The printing process uses Pantone inks or 4-color process inks. Digital/web colors are based on RGB colors. The colors are shown to the right.

The color logo should be featured on a white background whenever possible to promote readability. This uncluttered look contributes to the specialness of the logo.

GREEN
PANTONE: 100% PMS 5845
4-C PROCESS: 35% cyan, 22% magenta, 76% yellow, 1% black
RGB: 174 red, 175 green, 95 blue / HEX: #aeaf5f

LIVERMORE CALIFORNIA

BLUE
PANTONE: 100% PMS 5275
4-C PROCESS: 70% cyan, 62% magenta, 27% yellow, 6% black
RGB: 96 red, 100 green, 137 blue / HEX: #606489

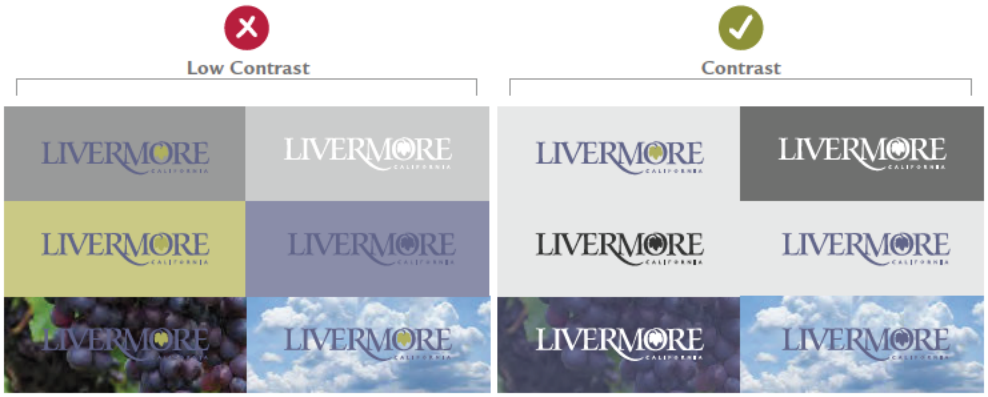
GRAY
PANTONE: 50% black
4-C PROCESS: 50% black
RGB: 153 red, 153 green, 153 blue / HEX: #90948c

LIVERMORE CALIFORNIA

BLACK
PANTONE: 100% black
4-C PROCESS: 100% black
RGB: 51 red, 51 green, 51 blue / HEX: #050606

BACKGROUND CONTRAST

Contrast is an important part of visual accessibility. Depending on the background, a solid black logo or solid white logo is sometimes necessary. For dark backgrounds, use a white logo. For light backgrounds in which the blue/green logo does not have enough contrast, use a black logo. Consider avoiding complicated background photos. If necessary, underlay the logo with opaque box to increse contrast. When in doubt, err on the side of increasing contrast.



Expert note: for non-decorative elements, like text or information, foreground color should be roughly 4.5X brighter or darker than the background color to satisfy industry minimum WCAG AA recommendation. 7X brighter satisfies full AAA recommendation. Smaller text requires more contrast. There are numerous online tools to assist in measuring contrast.

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Logo Integrity

Maintain the type font, size and spacing between the logo elements: text, icon and tagline. These elements should not be recolored or repositioned in any way other than specified in this guide.

MINIMUM SIZE

Size matters and using the logo too small compromises its integrity. Note the minimum width shown here for using the logos and icons at their smallest permissible sizes.



PROTECTIVE AREA AROUND THE LOGO

A generous protective space around the logo is an essential element of the logo's design and success. Never place another logo, type or graphic element in this clearspace. Do not place the logo on any complicated or photographic background.

The protective clearspace around the logo is determined by the height of the capital letter "L" as noted with an "x." This clearspace is required for all logo versions.



Same holds true for all logos.



VERTICALLY CENTERING THE LOGO

Note that the high visual "center of gravity" for the non-tagline logo. For cases where the non-tagline logo is vertically centered in space, note that the center line should fall in the vertical middle of the "LIVERMORE" text.



Vertically center on "Livermore" text.

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Alternate Logo Configurations

STACKED

If the primary horizontal logo does not fit or look good in the available space, use the vertically stacked version.

OFFICIAL DOCUMENT VERSION

Note: "City of" text included

For use when the official name of the City of Livermore is required (e.g. financial documents, budget reports, etc.)

TAGLINE

Note: "There's More Here" text included

The tagline acts as a marketing message and should be used appropriately and discriminately when that message is indicated. This language reflects the opportunity for discovery and potential that awaits those unaware of or misguided in their impression of exploring the City. For consistency, the tagline should never be changed to a different message.

ICON OPTIONS

The Livermore brand leaf can be used decoratively, or as a stand-alone icon.

ARCHED

For very limited uses, an arched version is possible, but not encouraged. Please contact the Public Information Officer for permission.

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Incorrect Logo use

Using the logo correctly as outlined in this guide ensures the strength of the logo and ultimately better represents the City of Livermore. There are many ways to misuse the logo and a few common examples are shown on this page.



✖ Do not rotate.



✖ Do not distort.



✖ Do not resize or move elements.

a



✖ Do not add special effects.



✖ Do not use low-contrast.



✖ Do not use too small.



✖ Do not change colors.



✖ Do not change fonts.

DO

contact Public Information Officer with any questions.

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TYPOGRAPHY

Brand Fonts

MOST COMMONLY USED FOR PROFESSIONAL PRINTING. The City uses two fonts: Goudy, a serif font, and the ITC Legacy Sans sans-serif font family. These fonts support the overall identity and should be used whenever possible. Goudy is good for headers and special text sections, not for body text; do not use an italicized or bolded version. ITC Legacy Sans offers several weights, good for overall usage. Both font families may be used on the same piece of communication.

GOUDY

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Goudy: Regular (only) ... ALLCAPS permitted

ITC Legacy Sans

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Legacy Sans: Book	AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz
Legacy Sans: Book Italic	*AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz*
Legacy Sans: Medium	**AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz**
Legacy Sans: Medium Italic	***AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz***
Legacy Sans: Bold	**AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz**

FONT ALTERNATES

MOST COMMONLY USED FOR DIGITAL OR OFFICE APPLICATIONS. Alternate fonts are identified here for cases where the the brand fonts are not technically available or advisable. The web-safe, office font Trebuchet MS is relatively consistent across devices, so is good for documents that are being shared (e.g. Microsoft Word docs or presentations). The web fonts Libre Baskerville and Nunito Sans are available free from Google and make for good fonts for the website and other applications like Canva.

Baskerville (web-safe font)

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Libre Baskerville (web font, Google, Canva)

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Trebuchet MS (web-safe font)

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

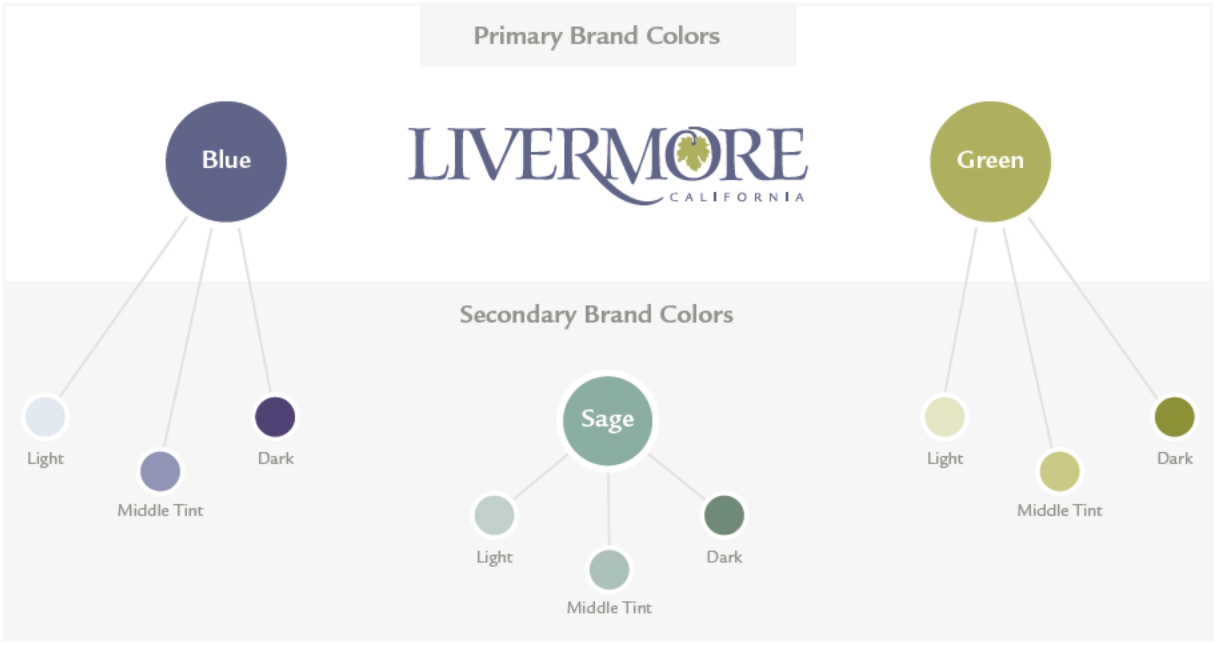
Nunito Sans (web font, Google, Canva)

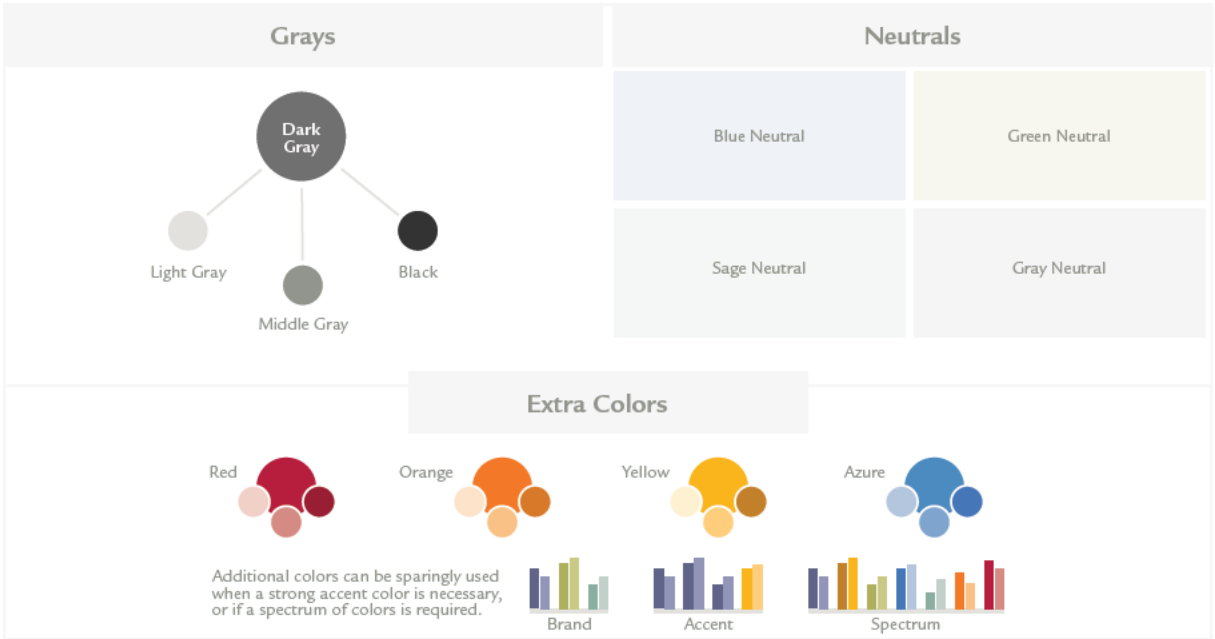
AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

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COLOR

The **primary** Blue and Green signify the City's brand. They are the dominant colors and should be used in everything that represents the City. The **secondary** color palette provides the ancillary coloring that all together create the City's identifiable look and feel. The secondary colors are used in addition to the primary Blue and Green, not instead of them. The grays and neutrals identified here provide additional design flexibility. **Extra colors are provided to use sparingly,** when the existing brand colors simply aren't enough (e.g. as an accent when a strong highlight is needed, or when a whole spectrum is required).





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Color Detail

The brand colors are defined here, for several different formats. Digital/web colors are based on RGB or Hex colors. The printing process uses Pantone inks or CMYK (4-color process) inks. PMS code 'C' indicates an ink used for coated (glossy) paper and 'U' indicates is used for non-coated finishes.

PRIMARY	PROMINENCE	HEX	R	G	B	C	M	Y	K	PANTONE C	PANTONE U
Blue		#606489	96	100	137	70	62	27	6	5275 C	5275 U
❖ Green		#A5A837	165	168	55	35	22	76	0	5845 C	5845 U
SECONDARY											
Sage		#8CAEA2	140	174	162	41	11	31	6 l	5565 C	5565 U
❖ Sage Dark		#6D8877	109	136	119	9	36	56	4	n/a	n/a
Sage Mid		#ABCLB9	171	193	18S	24	10	19	0	50%	50%
Sage Lt		#C2DLCA	194	209	202	24	14	27	0	15%	15%
BLUE SHADE & TINTS											
❖ Blue Dark		#4F4174	79	65	116	79	83	27	12	n/a	n/a
Blue Mid		#9194B6	145	148	182	56	39	13	0	50%	50%
❖ Blue Lt		#E2E8F1	226	232	241	10	6	2	0	15%	15%
GREEN SHADE & TINTS											
Green Dark		#8B8F36	139	143	54	48	31	100	8	n/a	n/a
Green Mid		#C9CA87	201	202	135	23	12	57	0	50%	50%
Green Lt		#E4E5C3	228	229	195	11	4	27	0	15%	15%
EXTRA COLORS FOR ACCENT OR FLEXIBILITY											
Red		#B7LF3C	182	31	59	20	100	77	10	1945 C	1935 U
Red Dk		#990D31	153	13	49	12	100	69	23	n/a	n/a
Red Mid		#D48A83	212	138	131	10	50	39	5	50%	50%
Red Lt		#F0CFC9	240	207	201	4	20	15	0	15%	15%
Orange		#F47721	244	119	33	4	54	100	0	152 C	152 U
Orange Dk		#D6782A	214	120	42	15	63	100	0	n/a	n/a
Orange Mid		#FCC288	252	194	136	0	27	50	0	50%	50%
Orange Lt		#FFE4CA	255	228	202	0	11	20	0	15%	15%
Yellow		#FBB416	251	180	22	0	32	100	0	130 C	130 U
Yellow Dk		#C37FL3	195	127	19	7	45	100	30	n/a	n/a
Yellow Mid		#FFCE7B	255	206	123	0	20	60	0	50%	50%
Yellow Lt		#FFEFCF	255	239	207	0	5	20	0	15%	15%
Azure		#4D8BBE	77	139	190	71	37	7	0	285 C	285 U
Azure Dk		#4377BB	67	119	187	77	51	0	0	n/a	n/a
Azure Mid		#80A5CE	128	165	206	50	26	5	0	50%	50%
Azure Lt		#B5C6DC	181	198	220	28	15	5	0	15%	15%

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BLACKS, GRAYS & NEUTRALS	HEX	R	G	B	C	M	Y	K	PANTONE C	PANTONE U
Black	#333333	51	51	51	0	0	0	100	PMS Black	PMS Black
Superblack	#000000	0	0	0	60	30	30	100	n/a	n/a
❖ Gray Dk	#435148	67	81	72	70	51	64	38	80%	80%
❖ Gray Mid	#6B737D	107	115	125	61	48	40	11	60%	60%
Gray Lt	#EOEODD	224	224	221	7	5	7	4	8%	8%
Gray Neutral	#F3F3F3	243	243	243	0	0	0	5	5%	5%
Blue Neutral	#F1F3F8	241	243	248	7	5	7	4	10%	10%
Green Neutral	#F1F2E1	241	242	225	0	0	4	4	10%	10%
Sage Neutral	#E0E8E5	224	232	229	n/a				8%	8%

WEBSITE COLORS	HEX	R	G	B
❖ Blue Dark	#4F4174	79	65	116
❖ Green	#A5A837	165	168	55
❖ Sage Dark	#6D8877	109	136	119
❖ Blue Lt	#E2E8F1	226	232	241
❖ Gray Dk	#435148	67	81	72
❖ Gray Mid	#6B737D	107	115	125

Note: web site colors are a subset of City brand colors selected for online appearance and contrast.

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GRANT AGREEMENT BETWEEN CITY OF LIVERMORE AND Livermore Valley Opera

FOR FISCAL YEAR 2023/2024

THIS AGREEMENT, entered into this _____ day of _____, 2023 between the City of Livermore, a municipal corporation **("City")**, and Livermore Valley Opera, a California non-profit corporation (**"Grantee"**).

RECITALS

A. The City is entering into a grant agreement with Grantee for fiscal year 2023/2024.

B. The Grantee's mission is to enrich its community by producing world class operas and fostering the careers of professional opera singers. Livermore Valley Opera encourages a wide appreciation of Opera and the associated arts through community outreach and educational programs for youth in schools.

C. The City has determined that the goals and activities of the Grantee are consistent with the Marketing and Economic Development goals of the City and therefore should be supported through the proposed grant of $2,000.00, which will enhance and support the City's marketing and economic development efforts, including by identifying the City as an underwriter of the Grantee's work.

AGREEMENT

NOW THEREFORE, the parties agree that the above recitals are true and correct and further agree as follows:

1. Grant Activities. Grantee is responsible for its continuing operations. As part of its continuing operations, Grantee will apply the Grant funds to market and promote Livermore's Downtown and historic Livermore Valley Wine Region through the event "Of Mice and Men". The City shall not be listed as a sponsor of any grantee activity or event, but shall be listed only as an "underwriter" at all times. The Grant activities covered by this Agreement is the "Of Mice and Men" event as outlined in Exhibit "A" ("Grant Activities").

2. Grant Amount. The City will issue, and Grantee will use, funds in the amount of **$2,000.00** (the **"Grant Funds**") to perform the activities consistent with the terms and conditions of this Grant Agreement. City will provide the Grant Funds to Grantee within 30 days of the date on which this Agreement is executed by both the City and Grantee.

3. Time for Performance. Grantee shall complete its Grant Activities prior to June 30, 2024.

4. Recognition of City Grant Funds Grantee shall acknowledge City's award of Grant

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Funds in all appropriate materials and media. The acknowledgment shall read, “Underwritten in part from the City of Livermore” or similar language, unless the City is a part of a list of other underwriters, in which case the City may be acknowledged as, “City of Livermore.” Grantee shall display the City’s logo whenever logos are displayed, and in accordance with the City logo use guidelines, which are included as Exhibit “C” to this Grant Agreement.

5. Independent Contractor. Nothing contained in this Grant Agreement is intended to, nor shall be construed in any manner to, create or establish the relationship of employer/employee between the City and Grantee. The City shall have no role in approving, planning, sanctioning, authorizing or controlling the Grant Activities or any activity Grantee undertakes. Grantee shall at all times remain an independent contractor with respect to the services funded by this Grant Agreement. City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance stemming from any of Grantee’s work, as Grantee is an independent contractor.

6. Documentation and Recordkeeping

(a) Grantee shall maintain records providing a full description of each such Grant Activity and the date(s) on which the activity occurred.

(b) Grantee shall retain all records pertinent to expenditures incurred in the performance of the Grant Activities under this Grant Agreement and expenditure of Grant Funds for a period of two (2) years after the end of any activity funded pursuant to this Grant Agreement.

7. Suspension, Termination, Return of Funds

(a) City may suspend or terminate this Grant Agreement if Grantee materially fails to comply with any term or condition of this Agreement, including but not limited to, the following: (1) failure, for any reason, of Grantee to fulfill in a timely and proper manner its obligations under this Agreement; or (2) ineffective or improper use of the Grant Funds provided under this Agreement.

(b) The City’s notice of termination for cause must be provided in writing at least ten (10) calendar days before the effective date of termination.

(c) In the event the City terminates this Grant Agreement for cause, Grantee shall return all of the Grant Funds awarded which shall be submitted to the City’s General Fund for reallocation.

8. Hold Harmless. Grantee agrees to defend, indemnify, and hold City, elected officials, officers, directors, employees, agents, and designated volunteers harmless from and against any and all loss, liability, damage, including reasonable attorney’s and expert fees and/or court costs, arising out of the performance of the Grant Activities under this Grant Agreement, except for the gross negligence and willful misconduct of City, its elected officials, officers, directors, employees, agents, and designated volunteers.

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

10. Amendment. 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.

11. Notices. Any notice required or permitted under the terms of this Agreement shall be effective upon receipt in writing either by personal service upon the authorized agent for the party, or by mailing the notice via U.S. Mail to the party as follows:

TO CITY: City of Livermore
Attn: Brandon Cardwell,
Director of Innovation and Economic Development
1052 S. Livermore Avenue
Livermore, California 94550

TO GRANTEE: Livermore Valley Opera
Attn: Keith Sawyer
Board President
P.O. Box 1002
Livermore, CA 94551

12. Waiver. Failure to insist upon the strict performance of any term or conditions in this Grant 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**.**

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

14. Counterparts. This Grant Agreement may be executed in counterpart by delivering a facsimile or secure electronic copy of the signed agreement to the other party, followed by delivery of the original documents bearing the original signatures. Failure to deliver the original documents does not affect the enforceability of this Agreement.

****

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 Grant Agreement, effective on the date first written above.

GRANTEE: **Dated:**

Livermore Valley Opera

DocuSigned by:
Keith Sawyer
5D7F013A2EF5412...

9/18/2023 | 7:33 AM PDT

By: Keith Sawyer
Title: Board President

CITY OF LIVERMORE: **Dated:**

_____ _____

Brandon Cardwell
Director, Innovation and Economic Development

APPROVED AS TO FORM:

DocuSigned by:
Katherine Mirassou
D48B6A0C4F27411...

DS
JS

Assistant/City Attorney

Attachments:

Exhibit A – Grant Activities
Exhibit B – Insurance Requirements
Exhibit C – City Logo Use Guidelines

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Tourism and Special Event Grant Request

Grant Period: July 1, 2023 - June 30, 2024

* Applicant Name
Leslie Silberman

* **Email**
[redacted]

* Phone
[redacted]

* Full Address
PO Box 1002
Livermore CA 94551

Sponsoring Non-Profit Organization
Livermore Valley Opera

* **Name of Event**
Of Mice and Men

* **Event Date(s)**
October 7,8,14,15

* **Description of Event**
The Tri-Valley's own professional opera company, Livermore Valley Opera (LVO), opens its 32nd season with Carlisle Floyd's OF MICE AND MEN, based on the novella by John Steinbeck. This brilliant stage production, performed by a superb cast of singers, portrays a tragic American story of shattered dreams. It opens October 7 at the Bankhead Theater, the first of four performances, and will be sung in English with English supertitles. Stage Director Marc Jacobs will bring the forceful tale of two depression-era farm workers, George and Lennie, whose dream of owning their own land one day ends in tragedy. Carlisle Floyd, arguably the greatest of America's 20th Century opera composers, adapts to the operatic stage a vivid representation of John Steinbeck's story that will grip audiences with its powerful music and timeless themes. In the opinion of the late composer himself, this is his greatest operatic achievement. "For a limited engagement this October, we are proud to be partnering with Livermore Valley Opera," notes the National Steinbeck Center's Marketing Director, Tory Bright. "Featuring archival showings selected by the Steinbeck Center's archivist, Lisa Josephs, all opera attendees have an opportunity, during the intermission of each performance, to celebrate the creativity inspired by the words of Salinas native, John Steinbeck." ""What Carlisle Floyd has done with his magnificent score is to heighten every emotional moment," adds Jacobs. "It's an opera about loneliness, connection and the power of friendship, and it requires a cast of great singers who are also great actors. Luckily we have that in this cast." "We have assembled a stellar cast," says Erie Mills, LVO's Artistic Director, "and in the intimacy of the Bankhead Theater, you will be swept back in time." Tickets are available at the Bankhead Theater in Livermore. • Season Opening Night Dinner at Uncle Yu's at the Vineyard, 4:00pm. (Separate ticket purchase required at a price of $125 per person).

* **Event Location**
Bankhead Theater 2400 Frist Street Livermore, CA 94550

Previous event dates (if applicable)
SKIPPED

* **How will grant be used?**
Grant funds will be used to help cover marketing and advertising expenses as well costs related to transportation for out-of-town artists.

City contribution to prior events (if applicable)
N/A

* **Estimated attendance (please indicate basis for attendance)**
Average of 320 attendees per performance multiplied by 4 performances for estimated total attendence of 1,278

* **Estimated percentage (%) of attendees from out of town**
40

* **Describe advertising or publicity directed at non-Livermore residents**
Advertising and publicity aimed at non-Livermore residents includes distribution of prrited marketing materials to areas outside of Livermore as well as print and digital advertising in such publications as Pleasanton Weekly, Stroll Magazine Tri-City Voice, Diablo Magazine, Bay Area News Group (East Bay Times and Mercury News)in addition to radio advertising with KKIQ and KDFC, online advertising with San Francisco Classical Voice and submissions to 30 online/print publication calendars to promote this event in communities spanning across the San Francisco Bay Area through "Full Calendar." Finally, our regular email communications reach an estimated audience of approximately 3,350 recipients, substantial percentage of whom reside in locations outside of Livermore. Livermore Valley Opera has also forged a partnership with the National Steinbeck Center in Salinas with the goal of building community bridges and expanding awareness of both organizations. LVO also currently engages in a number of cross-promotional efforts with organizations in other Bay Area communities in order to attract a broader audience to attend world class performances in Livermore.

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* **Describe how the event will benefit Livermore**

The productions that Livermore Valley Opera presents twice per season benefit the City of Livermore in a number of ways. Firstly, events like our Season Opening Night Dinner at Uncle Yu's at the Vineyard are an example of supporting Livermore businesses including wine sponsors that promote their brand at these events. For each performance, both Livermore and non-Livermore residents have the opportunity to gather either before or after the performances to enjoy some of Livermore's restaurants, breweries, wineries and other businesses that showcase all of the wonderful businesses that this city has to offer. Over the past three decades LVO has a successful track record of promoting the Livermore as a hub of Arts and Culture, as well as attracting audiences from near and far to enjoy our events.

Additional comments

Livermore Valley Opera also engages in an extensive community and educational outreach program that not only serves Livermore but also Pleasanton and Dublinresidents. The educational outreach program serves over 10,000 elementary school students in all three cities, as well as offering master classes to middle and high school students in these communities. The community outreach program serves hundreds of residents of retirement communities both in Livermore and Pleasanton and helps bring culture to enrich the lives of these residents.

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EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance
Consultant/Contractor shall maintain limits no less than:

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.

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 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. 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,

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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 B

LIVERMORE
CALIFORNIA

BRAND GUIDELINES

CITY OF
LIVERMORE
CALIFORNIA

INTRODUCTION.....2

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INTRODUCTION

As a unique community amongst over 400 California cities, the brand for the City of Livermore is critical—it builds recognition and trust, and it's a reflection of our spirit. Livermore has a rich history and a dynamic future—we honor both past and future by putting forth a consistent, engaging appearance for our communications and media. We are stewards of the Livermore brand. To make our communications strategy effective, we need our materials to express Livermore's core values:

RICH HISTORY ROOTED IN WESTERN HERITAGE	CONNECTION TO THE LAND THROUGH VITICULTURE AND OPEN SPACE PRESERVATION	EDUCATED AND FORWARD-THINKING COMMUNITY EXEMPLIFIED BY SCIENCE AND TECHNOLOGY	SHARING OF THE HUMAN SPIRIT THROUGH ARTS AND CULTURE

By communicating these values clearly and consistently, Livermore will benefit from a unique identity that resonates with residents, businesses, neighbors and visitors from near and far.

BRAND INTEGRITY

The way we communicate through visual, digital and written communications helps strengthen our connection with residents as well as the wider world. These Brand Guidelines are an important tool to ensure that a consistent tone, look and feel are conveyed. Ultimately, this means that the City's messaging will be more effective.

SUB-BRANDING

Sub-branding is the creation of visuals and materials that are unique to a given department, event or initiative, not fully reflecting the overall City brand appearance. For instance, the Livermore Police Department sub-brand.

Sub-branding must be in alignment with the City's overall brand. Such sub-branding may be requested for projects, events, committees or other special uses. Contact the Public Information Officer for any requests or questions regarding sub-branding.

Ultimately, it is people that maintain and protect the City's brand, so please join in the effort to uphold these guidelines. With everything the City of Livermore has to offer, each day is another chance to share that "There's More Here."

If you have any questions, please reach out to the Public Information Officer by contacting the City:

925-960-4000
communications@LivermoreCA.gov

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LOGO USAGE

Standard Version



The logo is comprised of these four parts.

The logo is comprised of four parts: the capital letters "CITY OF", "LIVERMORE", "CALIFORNIA" and a graphic grape leaf. The type is a customized combination of display caps and ITC Legacy Sans Serif fonts; the blue color telegraphs stability, trust and accessibility. The stylized leaf, illustrated in an earthy olive green, symbolizes the growth and vitality that lives throughout the City. The logo is incomplete if any of these elements are deleted.

Other Logo Configurations

There are cases in which other configurations are permitted. Specific guidance is provided later in these Guidelines.

STANDARD
City of Livermore

STANDARD VERTICAL
City of Livermore
Stacked

STANDARD STACKED
City of Livermore
Stacked

CASUAL
Livermore

CASUAL
Livermore
Stacked

LIMITED USE: SLOGAN*
Livermore
Tagline

LIMITED USE*
City of Livermore
Arched

LIMITED USE*
Livermore
Arched

CUSTOMIZABLE**
City of Livermore
Departments

GRAPHIC ASSET
Leaf or Leaf Circle

* Limited-use logos are for specific audiences or design considerations. The Public Information Officer (PIO) can advise.

** Department/division logos are available through the PIO. New logos should not be generated without approval.

Reach the Public Information Officer by contacting the City: 925-960-4000 / communications@LivermoreCA.gov

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Logo Coloring

The logo colors are periwinkle blue and olive green. The logo should be used in color whenever possible. Never alter colors or tints of the logo.

The medium for reproducing the logo (print vs. digital) determines which colors are specified. The printing process uses Pantone inks or 4-color process inks. Digital/web colors are based on RGB colors. The colors are shown to the right.

The color logo should be featured on a white background whenever possible to promote readability. This uncluttered look contributes to the specialness of the logo.

GREEN
PANTONE: 100% PMS 5845
4-C PROCESS: 35% cyan, 22% magenta, 76% yellow, 1% black
RGB: 174 red, 175 green, 95 blue / HEX: #aeaf5f

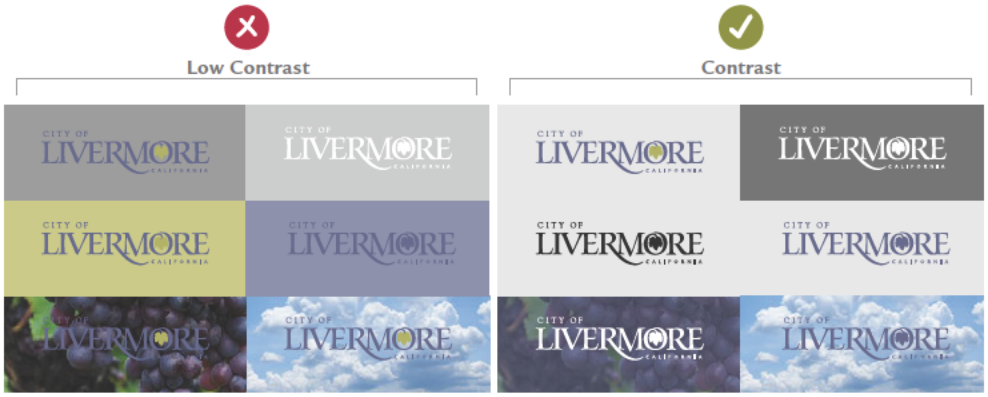
BLUE
PANTONE: 100% PMS 5275
4-C PROCESS: 70% cyan, 62% magenta, 27% yellow, 6% black
RGB: 96 red, 100 green, 137 blue / HEX: #606489

GRAY
PANTONE: 50% black
4-C PROCESS: 50% black
RGB: 153 red, 153 green, 153 blue / HEX: #90

BLACK
PANTONE: 100% black
4-C PROCESS: 100% black
RGB: 51 red, 51 green, 51 blue / HEX: #050606

BACKGROUND CONTRAST

Contrast is an important part of visual accessibility. Depending on the background, a solid black logo or solid white logo is sometimes necessary. For dark backgrounds, use a white logo. For light backgrounds in which the blue/green logo does not have enough contrast, use a black logo. Consider avoiding complicated background photos. If necessary, underlay the logo with opaque box to increase contrast. When in doubt, err on the side of increasing contrast.



Pro tip: for non-decorative elements, like text or information, foreground color should be roughly 4.5X brighter or darker than the background color to satisfy industry minimum WCAG AA recommendation. 7X brighter satisfies full AAA recommendation. Smaller text requires more contrast. There are numerous online tools to assist in measuring contrast.

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Logo Integrity

Maintain the type font, size and spacing between the logo elements: text, icon and tagline. These elements should not be recolored or repositioned in any way other than specified in this guide.

MINIMUM SIZE

Size matters and using the logo too small compromises its integrity. Note the minimum width shown here for using the logos and icons at their smallest permissible sizes.



PROTECTIVE AREA AROUND THE LOGO

A generous protective space around the logo is an essential element of the logo's design and success. Never place another logo, type or graphic element in this clearspace. Do not place the logo on any complicated or photographic background.

The protective clearspace around the logo is determined by the height of the capital letter "L" as noted with an "x." This clearspace is required for all logo versions.



Same holds true for all logos.



VERTICALLY CENTERING THE LOGO

Note that the high visual "center of gravity" for the non-tagline logo. For cases where the non-tagline logo is vertically centered in space, note that the center line should fall in the vertical middle of the "LIVERMORE" text.



Vertically center on "Livermore" text.

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Alternate Logo Configurations

STANDARD

Used for standard Livermore branding.

Unless there is a specific reason to use an alternate configuration, it's best to use standard logo. Certain designs may work better with the stacked logo.

STANDARD

STANDARD VERTICAL

STANDARD STACKED

CASUAL

"City of" text not included.

Used in special cases where a casual tone is permitted, or where a simpler logo is necessary. Also exists on some older materials.

TAGLINE *Includes "There's More Here" marketing text.*

The tagline acts as a marketing message and should be used discriminately when that message is relevant. This language reflects the opportunity for discovery and potential that awaits those unaware of or misguided in their impression of exploring the City.

THERE'S MORE HERE

FOR CONSISTENCY, THE TAGLINE SHOULD NEVER BE CHANGED TO A DIFFERENT MESSAGE.

ARCHED

For very limited uses, an arched version is possible, but not encouraged. Please contact the Public Information Officer for permission.

DEPARTMENTS

A customized logo is available for use by departments/divisions. Please contact the Public Information Officer for permission or to be provided a special departmental logo.

WATER RESOURCES

NEW DEPARTMENT LOGOS TO BE CREATED ONLY WITH PIO PERMISSION.

ICON OPTIONS *Can be used decoratively, or as a stand-alone icon, and can use any brand coloring.*

ICONS CAN BE USED IN ADDITION TO, NOT INSTEAD OF, AN ACTUAL LIVERMORE LOGO.

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Incorrect Logo use

Using the logo correctly as outlined in this guide ensures the strength of the logo and ultimately better represents the City of Livermore. There are many ways to misuse the logo and a few common examples are shown on this page.



✖ Do not rotate.



✖ Do not distort.



✖ Do not resize or move elements.

a



✖ Do not add special effects.



✖ Do not use low-contrast.



✖ Do not use too small.



✖ Do not change colors.



✖ Do not change fonts.



✖ Do not crowd.

DO contact the Public Information Officer with any questions:
925-960-4000 / communications@LivermoreCA.gov

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TYPOGRAPHY

Brand Fonts

MOST COMMONLY USED FOR PROFESSIONAL PRINTING. The City uses two fonts: Goudy, a serif font, and the ITC Legacy Sans sans-serif font family. These fonts support the overall identity and should be used whenever possible. Goudy is good for headers and special text sections, not for body text; do not use an italicized or bolded version. ITC Legacy Sans offers several weights, good for overall usage. Both font families may be used on the same piece of communication.

GOUDY

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Goudy: Regular (only) ... ALLCAPS permitted

ITC Legacy Sans

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Legacy Sans: Book	AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz
Legacy Sans: Book Italic	*AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz*
Legacy Sans: Medium	**AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz**
Legacy Sans: Medium Italic	***AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz***
Legacy Sans: Bold	**AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz**

FONT ALTERNATES

MICROSOFT OFFICE ALTERNATES: below are the alternates to use in Microsoft Office when the main brand fonts are unavailable. These are very common default fonts installed with most Microsoft applications and are good for documents that are being shared across multiple systems.

Microsoft Office alternate to Goudy: Times New Roman

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Microsoft Office alternate to ITC Legacy Sans: Calibri

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

FREE GOOGLE FONTS: below are the alternates to use when the above brand fonts are unavailable. Some apps and online platforms, like Google Docs or Canva, are limited to Google fonts.

Google alternate to Goudy: Libre Baskerville

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

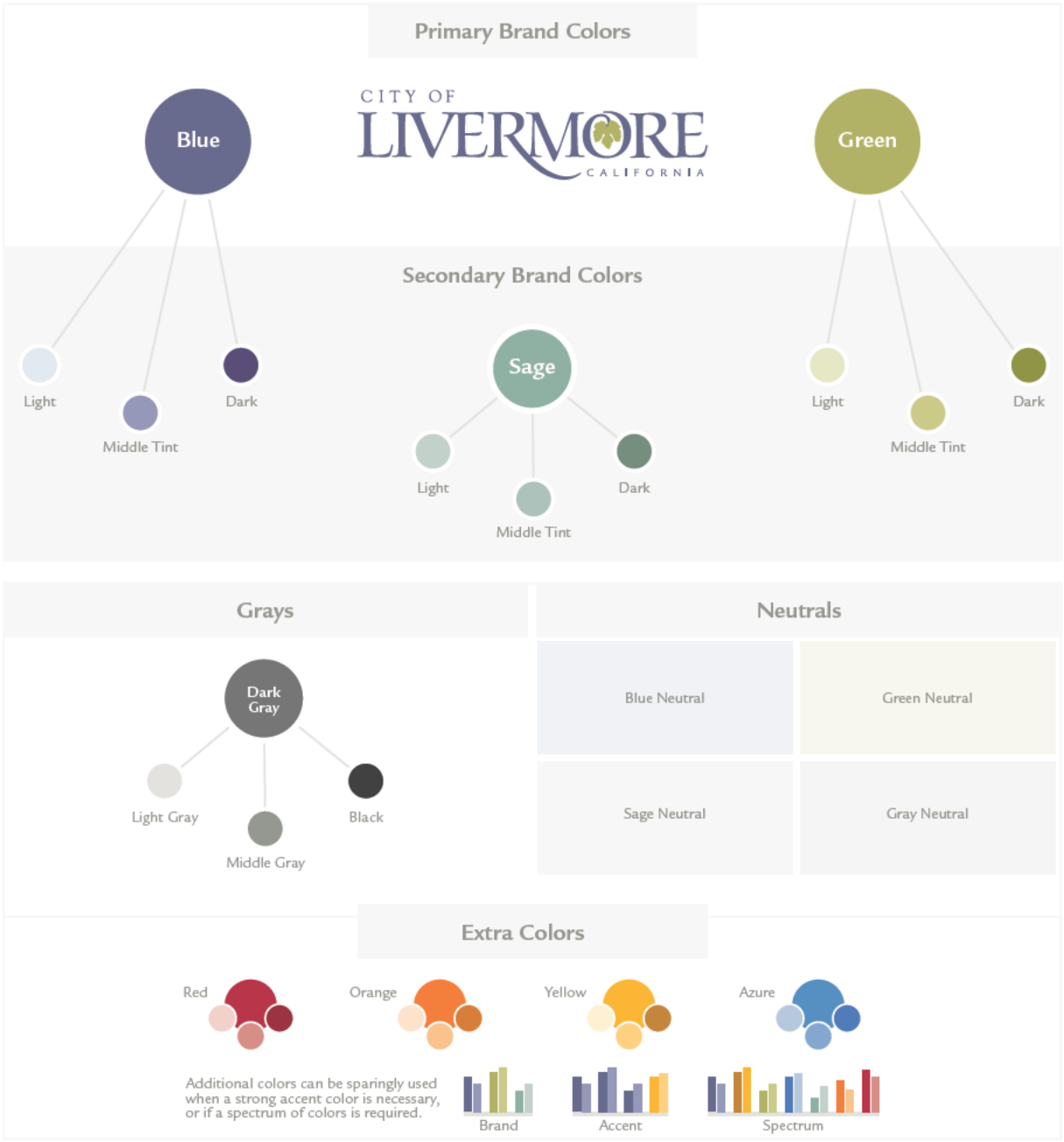
Google alternate to ITC Legacy Sans: Nunito Sans

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

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COLOR

The **primary** Blue and Green signify the City's brand. They are the dominant colors and should be used in everything that represents the City. The **secondary** color palette provides the ancillary coloring that all together create the City's identifiable look and feel. The secondary colors are used in addition to the primary Blue and Green, not instead of them. The grays and neutrals identified here provide additional design flexibility. **Extra colors are provided to use sparingly,** when the existing brand colors simply aren't enough (e.g. as an accent when a strong highlight is needed, or when a whole spectrum is required).



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Color Detail

The brand colors are defined here, for several different formats. Digital/web colors are based on RGB or Hex colors. The printing process uses Pantone inks or CMYK (4-color process) inks. PMS code 'C' indicates an ink used for coated (glossy) paper and 'U' indicates is used for non-coated finishes.

WEBSITE COLORS

	HEX	R	G	B
Blue Dark	#4F4174	79	65	116
Green	#A5A837	165	168	55
Sage Dark	#6D8877	109	136	119
Blue Lt	#E2E8F1	226	232	241
Gray Dk	#435148	67	81	72
Gray Mid	#6B737D	107	115	125

Note: website colors are a subset of the Full City Brand Colors selected for online appearance and contrast.

FULL CITY BRAND COLORS

PRIMARY	PROMINENCE	HEX	R	G	B	C	M	Y	K	PANTONE C	PANTONE U
Blue		#606489	96	100	137	70	62	27	6	5275 C	5275 U
Green		#A5A837	165	168	55	35	22	76	0	5845 C	5845 U
SECONDARY											
Sage		#8CAEA2	140	174	162	41	11	31	6 l	5565 C	5565 U
Sage Dark		#6D8877	109	136	119	59	36	56	4	n/a	n/a
Sage Mid		#ABCLB9	171	193	18S	24	10	19	0	50%	50%
Sage Lt		#C2DLCA	194	209	202	24	14	27	0	15%	15%
BLUE SHADE & TINTS											
Blue Dark		#4F4174	79	65	116	79	83	27	12	n/a	n/a
Blue Mid		#9194B6	145	148	182	56	39	13	0	50%	50%
Blue Lt		#E2E8F1	226	232	241	10	6	2	0	15%	15%
GREEN SHADE & TINTS											
Green Dark		#8B8F36	139	143	54	48	31	100	8	n/a	n/a
Green Mid		#C9CA87	201	202	135	23	12	57	0	50%	50%
Green Lt		#E4E5C3	228	229	195	11	4	27	0	15%	15%

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FULL CITY BRAND COLORS (continued)

EXTRA COLORS FOR ACCENT OR FLEXIBILITY

	HEX	R	G	B	C	M	Y	K	PANTONE C	PANTONE U
Red	#B7LF3C	182	31	59	20	100	77	10	1945 C	1935 U
Red Dk	#990D31	153	13	49	12	100	69	23	n/a	n/a
Red Mid	#D48A83	212	138	131	10	50	39	5	50%	50%
Red Lt	#F0CFC9	240	207	201	4	20	15	0	15%	15%
Orange	#F47721	244	119	33	4	54	100	0	152 C	152 U
Orange Dk	#D6782A	214	120	42	15	63	100	0	n/a	n/a
Orange Mid	#FCC288	252	194	136	0	27	50	0	50%	50%
Orange Lt	#FFE4CA	255	228	202	0	11	20	0	15%	15%
Yellow	#FBB416	251	180	22	0	32	100	0	130 C	130 U
Yellow Dk	#C37FL3	195	127	19	7	45	100	30	n/a	n/a
Yellow Mid	#FFCE7B	255	206	123	0	20	60	0	50%	50%
Yellow Lt	#FFEFCF	255	239	207	0	5	20	0	15%	15%
Azure	#4D8BBE	77	139	190	71	37	7	0	285 C	285 U
Azure Dk	#4377BB	67	119	187	77	51	0	0	n/a	n/a
Azure Mid	#80A5CE	128	165	206	50	26	5	0	50%	50%
Azure Lt	#B5C6DC	181	198	220	28	15	5	0	15%	15%

BLACKS, GRAYS & NEUTRALS	HEX	R	G	B	C	M	Y	K	PANTONE C	PANTONE U
Black	#333333	51	51	51	0	0	0	100	PMS Black	PMS Black
Superblack	#000000	0	0	0	60	30	30	100	n/a	n/a
Gray Dk	#435148	67	81	72	70	51	64	38	80%	80%
Gray Mid	#6B737D	107	115	125	61	48	40	11	60%	60%
Gray Lt	#EOEODD	224	224	221	7	5	7	4	8%	8%
Gray Neutral	#F3F3F3	243	243	243	0	0	0	5	5%	5%
Blue Neutral	#F1F3F8	241	243	248	7	5	7	4	10%	10%
Green Neutral	#F1F2E1	241	242	225	0	0	4	4	10%	10%
Sage Neutral	#E0E8E5	224	232	229	n/a				8%	8%

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GRANT AGREEMENT BETWEEN CITY OF LIVERMORE AND QUEST SCIENCE CENTER

FOR FISCAL YEAR 2023/2024

THIS AGREEMENT, entered into this _____ day of _____, 2023 between the City of Livermore, a municipal corporation **("City")**, and Quest Science Center, a California nonprofit corporation (**"Grantee"**).

RECITALS

A. The City is entering into a grant agreement with Grantee for fiscal year 2023-2024.

B. The Grantee's mission is to inspire & nurture everyday exploration for lifelong engagement with science & technology.

C. The City has determined that the goals and activities of the Grantee are consistent with the Marketing and Economic Development goals of the City and therefore should be supported through the proposed grant of $2,000.00, which will enhance and support the City's marketing and economic development efforts, including by identifying the City as an underwriter of the Grantee's work.

AGREEMENT

NOW THEREFORE, the parties agree that the above recitals are true and correct and further agree as follows:

1. Grant Activities. Grantee is responsible for its continuing operations. As part of its continuing operations, Grantee will apply the Grant funds to market and promote the City's Downtown and historic Livermore Wine region through Science@Stockmen's Park event as outlined in Exhibit "A" **("Grant Activities").**

2. Grant Amount. The City will issue, and Grantee will use, funds in the amount of $2,000.00 (the **"Grant Funds**") to perform the activities consistent with the terms and conditions of this Grant Agreement. City will provide the Grant Funds to Grantee within 30 days of the date on which this Agreement is executed by both the City and Grantee.

3. Time for Performance. Grantee shall complete its Grant Activities prior to June 30, 2024.

4. Recognition of City Grant Funds Grantee shall acknowledge City's award of Grant Funds in all appropriate materials and media. The acknowledgment shall read, "Underwritten in part from the City of Livermore" or similar language, unless the City is a part of a list of other underwriters, in which case the City may be acknowledged as, "City of Livermore." Grantee shall display the City's logo whenever logos are displayed, and in accordance with the City logo use guidelines, which are included as Exhibit "C" to this Grant Agreement.

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5. Independent Contractor. Nothing contained in this Grant Agreement is intended to, nor shall be construed in any manner to, create or establish the relationship of employer/employee between the City and Grantee. The City shall have no role in approving, planning, sanctioning, authorizing or controlling the Grant Activities or any activity Grantee undertakes. Grantee shall at all times remain an independent contractor with respect to the services funded by this Grant Agreement. City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance stemming from any of Grantee's work, as Grantee is an independent contractor.

6. Documentation and Recordkeeping

(a) Grantee shall maintain records providing a full description of each such Grant Activity and the date(s) on which the activity occurred.

(b) Grantee shall retain all records pertinent to expenditures incurred in the performance of the Grant Activities under this Grant Agreement and expenditure of Grant Funds for a period of two (2) years after the end of any activity funded pursuant to this Grant Agreement.

7. Suspension, Termination, Return of Funds

(a) City may suspend or terminate this Grant Agreement if Grantee materially fails to comply with any term or condition of this Agreement, including but not limited to, the following: (1) failure, for any reason, of Grantee to fulfill in a timely and proper manner its obligations under this Agreement; or (2) ineffective or improper use of the Grant Funds provided under this Agreement.

(b) The City's notice of termination for cause must be provided in writing at least ten (10) calendar days before the effective date of termination.

(c) In the event the City terminates this Grant Agreement for cause, Grantee shall return all of the Grant Funds awarded which shall be submitted to the City's General Fund for reallocation.

8. Hold Harmless. Grantee agrees to defend, indemnify, and hold City, elected officials, officers, directors, employees, agents, and designated volunteers harmless from and against any and all loss, liability, damage, including reasonable attorney's and expert fees and/or court costs, arising out of the performance of the Grant Activities under this Grant Agreement, except for the gross negligence and willful misconduct of City, its elected officials, officers, directors, employees, agents, and designated volunteers.

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

10. Amendment. 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.

11. Notices. Any notice required or permitted under the terms of this Agreement shall be effective upon receipt in writing either by personal service upon the authorized agent for the party, or by mailing the notice via U.S. Mail to the party as follows:

TO CITY: City of Livermore
Attn: Brandon Cardwell,
Innovation and Economic Development Director
1052 S. Livermore Avenue
Livermore, California 94550

TO GRANTEE: Quest Science Center
Attn: Monya Lane,
Chief Executive Officer (CEO)
P.O. Box 2129
Livermore, CA 94551

12. Waiver. Failure to insist upon the strict performance of any term or conditions in this Grant 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**.**

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

14. Counterparts. This Grant Agreement may be executed in counterpart by delivering a facsimile or secure electronic copy of the signed agreement to the other party, followed by delivery of the original documents bearing the original signatures. Failure to deliver the original documents does not affect the enforceability of this Agreement.

****

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 Grant Agreement, effective on the date first written above.

GRANTEE: **Dated:**

Quest Science Center

DocuSigned by:
Monya Lane
5C4795AE769B484...

10/3/2023 | 8:52 AM PDT

By: Monya Lane
Title: CEO

CITY OF LIVERMORE: **Dated:**

Brandon Cardwell
Innovation & Economic Development Director

APPROVED AS TO FORM:

DocuSigned by:
Katherine Mirassou
D48B6A0C4E27411...
DS
JS

Deputy/Assistant/City Attorney

Attachments:

Exhibit A – Grant Activities
Exhibit B – Insurance Requirements
Exhibit C – City Logo Use Guidelines

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Tourism and Special Event Grant Request

Grant Period: July 1, 2023 - June 30, 2024

* Applicant Name
Monya Lane

* **Email**
mlane@quest-science.org

* Phone
[redacted]

* Full Address
P.O. Box 2129
Livermore CA 94551

Sponsoring Non-Profit Organization
Quest Science Center

* **Name of Event**
Science@Stockmen's Park

* **Event Date(s)**
July 8, Aug. 26, Oct. 7, Oct. 28, 2023, and TBD May and June 2024

* **Description of Event**
Explore everyday science at Science@Stockmen's Park, a free monthly outdoor event for children, teens, and adults. From May through October, Science@Stockmen's Park offers fun science activities, stage shows, music, and more. Each event features a different theme and 10-20 hands-on activities, with something for everyone. Recent themes were Sound Sensations and Weather Wonders. Upcoming themes are Engineering Encounters on Oct. 7 in support of Bay Area Manufacturing Week, and Halloween Hijinks on Oct. 28.

* **Event Location**
Stockmen's Park, 29 South Livermore Ave. downtown

Previous event dates (if applicable)
May 13 and June 17, 2023

* **How will grant be used?**
This grant will be used to support event expenses in the areas of a) marketing and advertising costs for each uniquely themed event as well as the overall monthly series, b) event supplies that are particular to each unique theme, and c) materials and equipment that support the series of six events.

City contribution to prior events (if applicable)
2021-22 Tourism and Special Event Grant

* **Estimated attendance (please indicate basis for attendance)**
We estimate at least 4000 visitors for six events. This is the third year of our Science@Stockmen's Park monthly series, and in 2022 we had over 5000 visitors among seven events.

* **Estimated percentage (%) of attendees from out of town**
40

* **Describe advertising or publicity directed at non-Livermore residents**
Marketing and publicity are broadly distributed throughout the Tri-Valley region and Tracy, via school districts, libraries, a variety of community organizations, social media, and advertising. Quest Science Center also markets through our newsletter which includes people from all over the bay area who attend our annual spring Innovation Fair at the County Fairgrounds.

* **Describe how the event will benefit Livermore**
Science@Stockmen's Park benefits Livermore in two primary ways: 1) We are the first downtown plan developer to regularly activate Stockmen's Park, up to 1000 participants each monthly event, even before a permanent science center is constructed, and 2) Livermore is becoming known for these family-friendly science events by visitors from neighboring communities within the Tri-Valley and outside the Tri-Valley area, with many repeat visitors. We also have partner organizations from outside Livermore participate in our events, such as Clorox, Lawrence Hall of Science, and UC Merced.

Additional comments
A side benefit of Science@Stockmen's Park is that it also attracted a partner organization, Habitot Children's Museum in Emeryville, to bring their traveling program and present their own public event at Stockmen's Park for young children up to age 5.

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EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance
Consultant/Contractor shall maintain limits no less than:

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.

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 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. 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,

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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 C

LIVERMORE
CALIFORNIA

BRAND GUIDELINES

CITY OF
LIVERMORE
CALIFORNIA

INTRODUCTION.....2

LOGO USAGE.....3

TYPOGRAPHY.....8

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EXHIBIT C

INTRODUCTION

As a unique community amongst over 400 California cities, the brand for the City of Livermore is critical—it builds recognition and trust, and it's a reflection of our spirit. Livermore has a rich history and a dynamic future—we honor both past and future by putting forth a consistent, engaging appearance for our communications and media. We are stewards of the Livermore brand. To make our communications strategy effective, we need our materials to express Livermore's core values:

RICH HISTORY ROOTED IN WESTERN HERITAGE	CONNECTION TO THE LAND THROUGH VITICULTURE AND OPEN SPACE PRESERVATION	EDUCATED AND FORWARD-THINKING COMMUNITY EXEMPLIFIED BY SCIENCE AND TECHNOLOGY	SHARING OF THE HUMAN SPIRIT THROUGH ARTS AND CULTURE

By communicating these values clearly and consistently, Livermore will benefit from a unique identity that resonates with residents, businesses, neighbors and visitors from near and far.

BRAND INTEGRITY

The way we communicate through visual, digital and written communications helps strengthen our connection with residents as well as the wider world. These Brand Guidelines are an important tool to ensure that a consistent tone, look and feel are conveyed. Ultimately, this means that the City's messaging will be more effective.

SUB-BRANDING

Sub-branding is the creation of visuals and materials that are unique to a given department, event or initiative, not fully reflecting the overall City brand appearance. For instance, the Livermore Police Department sub-brand.

Sub-branding must be in alignment with the City's overall brand. Such sub-branding may be requested for projects, events, committees or other special uses. Contact the Public Information Officer for any requests or questions regarding sub-branding.

Ultimately, it is people that maintain and protect the City's brand, so please join in the effort to uphold these guidelines. With everything the City of Livermore has to offer, each day is another chance to share that "There's More Here."

If you have any questions, please reach out to the Public Information Officer by contacting the City:

925-960-4000
communications@LivermoreCA.gov

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LOGO USAGE

Standard Version



The logo is comprised of these four parts.

The logo is comprised of four parts: the capital letters "CITY OF", "LIVERMORE", "CALIFORNIA" and a graphic grape leaf. The type is a customized combination of display caps and ITC Legacy Sans Serif fonts; the blue color telegraphs stability, trust and accessibility. The stylized leaf, illustrated in an earthy olive green, symbolizes the growth and vitality that lives throughout the City. The logo is incomplete if any of these elements are deleted.

Other Logo Configurations

There are cases in which other configurations are permitted. Specific guidance is provided later in these Guidelines.

STANDARD
City of Livermore

STANDARD VERTICAL
City of Livermore
Stacked

STANDARD STACKED
City of Livermore
Stacked

CASUAL
Livermore

CASUAL
Livermore
Stacked

LIMITED USE: SLOGAN*
Livermore
Tagline

LIMITED USE*
City of Livermore
Arched

LIMITED USE*
Livermore
Arched

CUSTOMIZABLE**
City of Livermore
Departments

GRAPHIC ASSET
Leaf or Leaf Circle

* Limited-use logos are for specific audiences or design considerations. The Public Information Officer (PIO) can advise.

** Department/division logos are available through the PIO. New logos should not be generated without approval.
Reach the Public Information Officer by contacting the City: 925-960-4000 / communications@LivermoreCA.gov

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Logo Coloring

The logo colors are periwinkle blue and olive green. The logo should be used in color whenever possible. Never alter colors or tints of the logo.

The medium for reproducing the logo (print vs. digital) determines which colors are specified. The printing process uses Pantone inks or 4-color process inks. Digital/web colors are based on RGB colors. The colors are shown to the right.

The color logo should be featured on a white background whenever possible to promote readability. This uncluttered look contributes to the specialness of the logo.

GREEN
PANTONE: 100% PMS 5845
4-C PROCESS: 35% cyan, 22% magenta, 76% yellow, 1% black
RGB: 174 red, 175 green, 95 blue / HEX: #aeaf5f

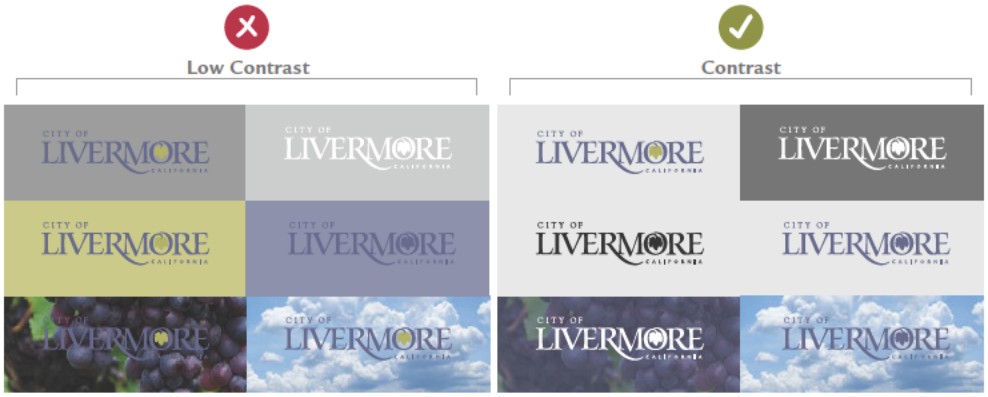
BLUE
PANTONE: 100% PMS 5275
4-C PROCESS: 70% cyan, 62% magenta, 27% yellow, 6% black
RGB: 96 red, 100 green, 137 blue / HEX: #606489

GRAY
PANTONE: 50% black
4-C PROCESS: 50% black
RGB: 153 red, 153 green, 153 blue / HEX: #90

BLACK
PANTONE: 100% black
4-C PROCESS: 100% black
RGB: 51 red, 51 green, 51 blue / HEX: #050606

BACKGROUND CONTRAST

Contrast is an important part of visual accessibility. Depending on the background, a solid black logo or solid white logo is sometimes necessary. For dark backgrounds, use a white logo. For light backgrounds in which the blue/green logo does not have enough contrast, use a black logo. Consider avoiding complicated background photos. If necessary, underlay the logo with opaque box to increase contrast. When in doubt, err on the side of increasing contrast.



Pro tip: for non-decorative elements, like text or information, foreground color should be roughly 4.5X brighter or darker than the background color to satisfy industry minimum WCAG AA recommendation. 7X brighter satisfies full AAA recommendation. Smaller text requires more contrast. There are numerous online tools to assist in measuring contrast.

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Logo Integrity

Maintain the type font, size and spacing between the logo elements: text, icon and tagline. These elements should not be recolored or repositioned in any way other than specified in this guide.

MINIMUM SIZE

Size matters and using the logo too small compromises its integrity. Note the minimum width shown here for using the logos and icons at their smallest permissible sizes.



PROTECTIVE AREA AROUND THE LOGO

A generous protective space around the logo is an essential element of the logo's design and success. Never place another logo, type or graphic element in this clearspace. Do not place the logo on any complicated or photographic background.

The protective clearspace around the logo is determined by the height of the capital letter "L" as noted with an "x." This clearspace is required for all logo versions.



Same holds true for all logos.



VERTICALLY CENTERING THE LOGO

Note that the high visual "center of gravity" for the non-tagline logo. For cases where the non-tagline logo is vertically centered in space, note that the center line should fall in the vertical middle of the "LIVERMORE" text.



Vertically center on "Livermore" text.

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Alternate Logo Configurations

STANDARD

Used for standard Livermore branding.

Unless there is a specific reason to use an alternate configuration, it's best to use standard logo. Certain designs may work better with the stacked logo.

STANDARD

CITY OF LIVERMORE CALIFORNIA

CITY OF LIVERMORE CALIFORNIA

STANDARD VERTICAL

CITY OF LIVERMORE CALIFORNIA

STANDARD STACKED

CASUAL

"City of" text not included.

Used in special cases where a casual tone is permitted, or where a simpler logo is necessary. Also exists on some older materials.

LIVERMORE CALIFORNIA

LIVERMORE CALIFORNIA

TAGLINE *Includes "There's More Here" marketing text.*

The tagline acts as a marketing message and should be used discriminately when that message is relevant. This language reflects the opportunity for discovery and potential that awaits those unaware of or misguided in their impression of exploring the City.

LIVERMORE CALIFORNIA THERE'S MORE HERE

FOR CONSISTENCY, THE TAGLINE SHOULD NEVER BE CHANGED TO A DIFFERENT MESSAGE.

ARCHED

For very limited uses, an arched version is possible, but not encouraged. Please contact the Public Information Officer for permission.

CITY OF LIVERMORE CALIFORNIA

LIVERMORE CALIFORNIA

DEPARTMENTS

A customized logo is available for use by departments/divisions. Please contact the Public Information Officer for permission or to be provided a special departmental logo.

CITY OF LIVERMORE CALIFORNIA WATER RESOURCES

NEW DEPARTMENT LOGOS TO BE CREATED ONLY WITH PIO PERMISSION.

ICON OPTIONS *Can be used decoratively, or as a stand-alone icon, and can use any brand coloring.*

ICONS CAN BE USED IN ADDITION TO, NOT INSTEAD OF, AN ACTUAL LIVERMORE LOGO.

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Incorrect Logo use

Using the logo correctly as outlined in this guide ensures the strength of the logo and ultimately better represents the City of Livermore. There are many ways to misuse the logo and a few common examples are shown on this page.



✖ Do not rotate.



✖ Do not distort.



✖ Do not resize or move elements.

a



✖ Do not add special effects.



✖ Do not use low-contrast.



✖ Do not use too small.



✖ Do not change colors.



✖ Do not change fonts.



✖ Do not crowd.

DO contact the Public Information Officer with any questions:
925-960-4000 / communications@LivermoreCA.gov

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TYPOGRAPHY

Brand Fonts

MOST COMMONLY USED FOR PROFESSIONAL PRINTING. The City uses two fonts: Goudy, a serif font, and the ITC Legacy Sans sans-serif font family. These fonts support the overall identity and should be used whenever possible. Goudy is good for headers and special text sections, not for body text; do not use an italicized or bolded version. ITC Legacy Sans offers several weights, good for overall usage. Both font families may be used on the same piece of communication.

GOUDY

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Goudy: Regular (only) ... ALLCAPS permitted

ITC Legacy Sans

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Legacy Sans: Book	AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz
Legacy Sans: Book Italic	*AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz*
Legacy Sans: Medium	**AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz**
Legacy Sans: Medium Italic	***AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz***
Legacy Sans: Bold	**AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz**

FONT ALTERNATES

MICROSOFT OFFICE ALTERNATES: below are the alternates to use in Microsoft Office when the main brand fonts are unavailable. These are very common default fonts installed with most Microsoft applications and are good for documents that are being shared across multiple systems.

Microsoft Office alternate to Goudy: Times New Roman

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Microsoft Office alternate to ITC Legacy Sans: Calibri

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

FREE GOOGLE FONTS: below are the alternates to use when the above brand fonts are unavailable. Some apps and online platforms, like Google Docs or Canva, are limited to Google fonts.

Google alternate to Goudy: Libre Baskerville

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

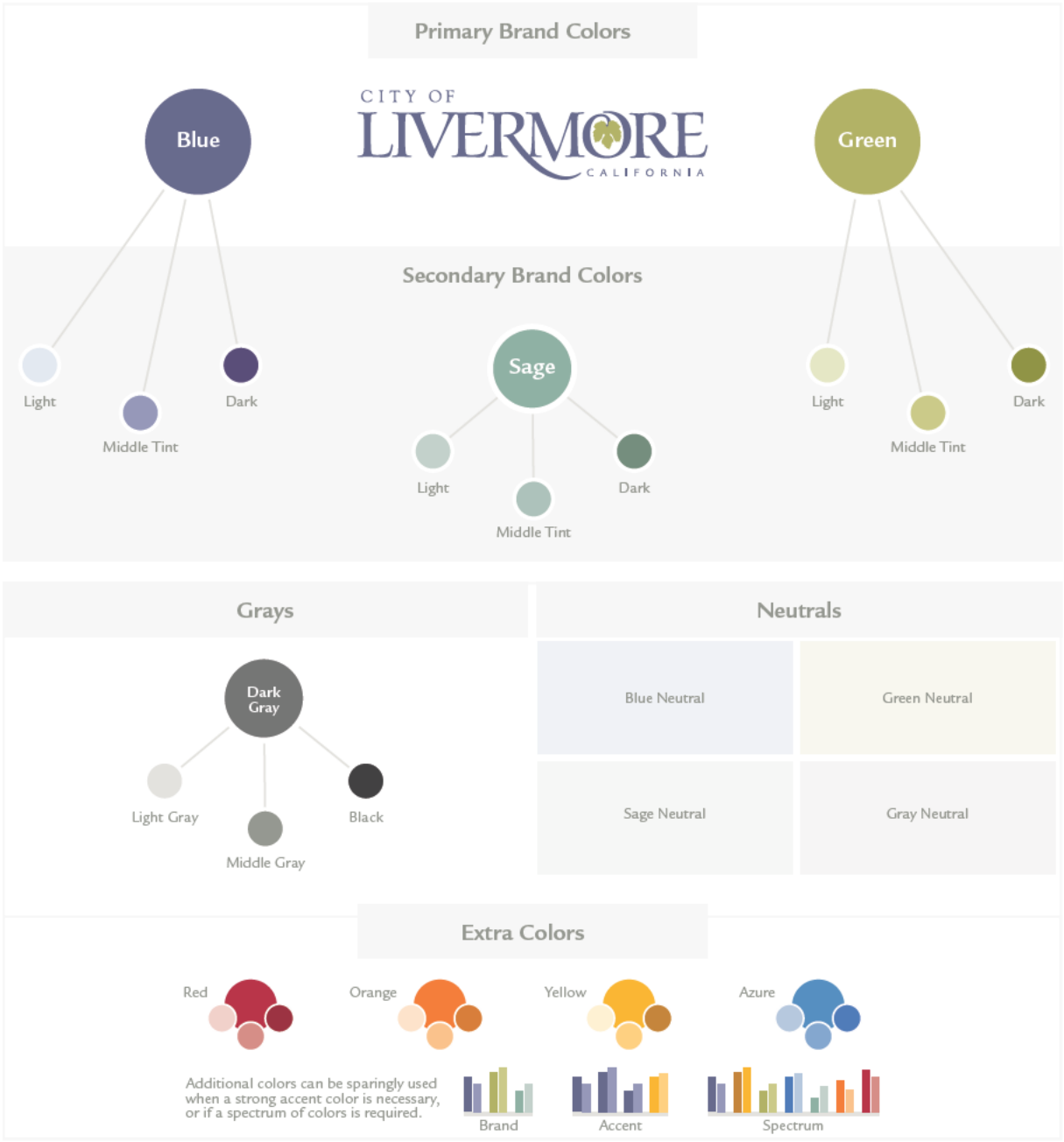
Google alternate to ITC Legacy Sans: Nunito Sans

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

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COLOR

The **primary** Blue and Green signify the City's brand. They are the dominant colors and should be used in everything that represents the City. The **secondary** color palette provides the ancillary coloring that all together create the City's identifiable look and feel. The secondary colors are used in addition to the primary Blue and Green, not instead of them. The grays and neutrals identified here provide additional design flexibility. **Extra colors are provided to use sparingly,** when the existing brand colors simply aren't enough (e.g. as an accent when a strong highlight is needed, or when a whole spectrum is required).



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Color Detail

The brand colors are defined here, for several different formats. Digital/web colors are based on RGB or Hex colors. The printing process uses Pantone inks or CMYK (4-color process) inks. PMS code 'C' indicates an ink used for coated (glossy) paper and 'U' indicates is used for non-coated finishes.

WEBSITE COLORS

	HEX	R	G	B
Blue Dark	#4F4174	79	65	116
Green	#A5A837	165	168	55
Sage Dark	#6D8877	109	136	119
Blue Lt	#E2E8F1	226	232	241
Gray Dk	#435148	67	81	72
Gray Mid	#6B737D	107	115	125

Note: website colors are a subset of the Full City Brand Colors selected for online appearance and contrast.

FULL CITY BRAND COLORS

PRIMARY	PROMINENCE	HEX	R	G	B	C	M	Y	K	PANTONE C	PANTONE U
Blue		#606489	96	100	137	70	62	27	6	5275 C	5275 U
Green		#A5A837	165	168	55	35	22	76	0	5845 C	5845 U
SECONDARY											
Sage		#8CAEA2	140	174	162	41	11	31	6 l	5565 C	5565 U
Sage Dark		#6D8877	109	136	119	59	36	56	4	n/a	n/a
Sage Mid		#ABCLB9	171	193	18S	24	10	19	0	50%	50%
Sage Lt		#C2DLCA	194	209	202	24	14	27	0	15%	15%
BLUE SHADE & TINTS											
Blue Dark		#4F4174	79	65	116	79	83	27	12	n/a	n/a
Blue Mid		#9194B6	145	148	182	56	39	13	0	50%	50%
Blue Lt		#E2E8F1	226	232	241	10	6	2	0	15%	15%
GREEN SHADE & TINTS											
Green Dark		#8B8F36	139	143	54	48	31	100	8	n/a	n/a
Green Mid		#C9CA87	201	202	135	23	12	57	0	50%	50%
Green Lt		#E4E5C3	228	229	195	11	4	27	0	15%	15%

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FULL CITY BRAND COLORS (continued)

EXTRA COLORS FOR ACCENT OR FLEXIBILITY

	HEX	R	G	B	C	M	Y	K	PANTONE C	PANTONE U
Red	#B7LF3C	182	31	59	20	100	77	10	1945 C	1935 U
Red Dk	#990D31	153	13	49	12	100	69	23	n/a	n/a
Red Mid	#D48A83	212	138	131	10	50	39	5	50%	50%
Red Lt	#F0CFC9	240	207	201	4	20	15	0	15%	15%
Orange	#F47721	244	119	33	4	54	100	0	152 C	152 U
Orange Dk	#D6782A	214	120	42	15	63	100	0	n/a	n/a
Orange Mid	#FCC288	252	194	136	0	27	50	0	50%	50%
Orange Lt	#FFE4CA	255	228	202	0	11	20	0	15%	15%
Yellow	#FBB416	251	180	22	0	32	100	0	130 C	130 U
Yellow Dk	#C37FL3	195	127	19	7	45	100	30	n/a	n/a
Yellow Mid	#FFCE7B	255	206	123	0	20	60	0	50%	50%
Yellow Lt	#FFEFCF	255	239	207	0	5	20	0	15%	15%
Azure	#4D8BBE	77	139	190	71	37	7	0	285 C	285 U
Azure Dk	#4377BB	67	119	187	77	51	0	0	n/a	n/a
Azure Mid	#80A5CE	128	165	206	50	26	5	0	50%	50%
Azure Lt	#B5C6DC	181	198	220	28	15	5	0	15%	15%

BLACKS, GRAYS & NEUTRALS

	HEX	R	G	B	C	M	Y	K	PANTONE C	PANTONE U
Black	#333333	51	51	51	0	0	0	100	PMS Black	PMS Black
Superblack	#000000	0	0	0	60	30	30	100	n/a	n/a
Gray Dk	#435148	67	81	72	70	51	64	38	80%	80%
Gray Mid	#6B737D	107	115	125	61	48	40	11	60%	60%
Gray Lt	#EOEODD	224	224	221	7	5	7	4	8%	8%
Gray Neutral	#F3F3F3	243	243	243	0	0	0	5	5%	5%
Blue Neutral	#F1F3F8	241	243	248	7	5	7	4	10%	10%
Green Neutral	#F1F2E1	241	242	225	0	0	4	4	10%	10%
Sage Neutral	#E0E8E5	224	232	229	n/a				8%	8%

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GRANT AGREEMENT BETWEEN CITY OF LIVERMORE AND ROTARY CLUB OF LIVERMORE

FOR FISCAL YEAR 2023/2024

THIS AGREEMENT, entered into this _____ day of _____, 2023 between the City of Livermore, a municipal corporation **("City")**, and Rotary Club of Livermore, a Nonprofit Corporation (**"Grantee"**).

RECITALS

A. The City is entering into a grant agreement with Grantee for fiscal year 2023/2024.

B. The Grantee's mission is to honor our Town's "Western Heritage", support the "Livermore Rodeo", and to provide a fun event for the community.

C. The City has determined that the goals and activities of the Grantee are consistent with the Marketing and Economic Development goals of the City and therefore should be supported through the proposed grant of $2,000.00, which will enhance and support the City's marketing and economic development efforts, including by identifying the City as an underwriter of the Grantee's work.

AGREEMENT

NOW THEREFORE, the parties agree that the above recitals are true and correct and further agree as follows:

1. Grant Activities. Grantee is responsible for its continuing operations. As part of its continuing operations, Grantee will apply the Grant funds to market and promote the City's Downtown and historic Livermore Valley Wine region through the 106th Annual Livermore Rodeo Parade as outlined in Exhibit "A" **("Grant Activities").**

2. Grant Amount. The City will issue, and Grantee will use, funds in the amount of $2,000.00 (the **"Grant Funds**") to perform the activities consistent with the terms and conditions of this Grant Agreement. City will provide the Grant Funds to Grantee within 30 days of the date on which this Agreement is executed by both the City and Grantee.

3. Time for Performance. Grantee shall complete its Grant Activities prior to June 30, 2024.

4. Recognition of City Grant Funds Grantee shall acknowledge City's award of Grant Funds in all appropriate materials and media. The acknowledgment shall read, "Underwritten in part from the City of Livermore" or similar language, unless the City is a part of a list of other underwriters, in which case the City may be acknowledged as, "City of Livermore." Grantee shall display the City's logo whenever logos are displayed, and in accordance with the City logo use guidelines, which are included as Exhibit "C" to this Grant Agreement.

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5. Independent Contractor. Nothing contained in this Grant Agreement is intended to, nor shall be construed in any manner to, create or establish the relationship of employer/employee between the City and Grantee. The City shall have no role in approving, planning, sanctioning, authorizing or controlling the Grant Activities or any activity Grantee undertakes. Grantee shall at all times remain an independent contractor with respect to the services funded by this Grant Agreement. City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance stemming from any of Grantee's work, as Grantee is an independent contractor.

6. Documentation and Recordkeeping

(a) Grantee shall maintain records providing a full description of each such Grant Activity and the date(s) on which the activity occurred.

(b) Grantee shall retain all records pertinent to expenditures incurred in the performance of the Grant Activities under this Grant Agreement and expenditure of Grant Funds for a period of two (2) years after the end of any activity funded pursuant to this Grant Agreement.

7. Suspension, Termination, Return of Funds

(a) City may suspend or terminate this Grant Agreement if Grantee materially fails to comply with any term or condition of this Agreement, including but not limited to, the following: (1) failure, for any reason, of Grantee to fulfill in a timely and proper manner its obligations under this Agreement; or (2) ineffective or improper use of the Grant Funds provided under this Agreement.

(b) The City's notice of termination for cause must be provided in writing at least ten (10) calendar days before the effective date of termination.

(c) In the event the City terminates this Grant Agreement for cause, Grantee shall return all of the Grant Funds awarded which shall be submitted to the City's General Fund for reallocation.

8. Hold Harmless. Grantee agrees to defend, indemnify, and hold City, elected officials, officers, directors, employees, agents, and designated volunteers harmless from and against any and all loss, liability, damage, including reasonable attorney's and expert fees and/or court costs, arising out of the performance of the Grant Activities under this Grant Agreement, except for the gross negligence and willful misconduct of City, its elected officials, officers, directors, employees, agents, and designated volunteers.

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

10. Amendment. 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.

11. Notices. Any notice required or permitted under the terms of this Agreement shall be effective upon receipt in writing either by personal service upon the authorized agent for the party, or by mailing the notice via U.S. Mail to the party as follows:

TO CITY: City of Livermore
Attn: Brandon Cardwell,
Innovation and Economic Development Director
1052 S. Livermore Avenue
Livermore, California 94550

TO GRANTEE: Livermore Rodeo Parade
Attn: Sheila Fagliano
President
P.O. Box 845
Livermore, CA 94551

12. Waiver. Failure to insist upon the strict performance of any term or conditions in this Grant 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**.**

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

14. Counterparts. This Grant Agreement may be executed in counterpart by delivering a facsimile or secure electronic copy of the signed agreement to the other party, followed by delivery of the original documents bearing the original signatures. Failure to deliver the original documents does not affect the enforceability of this Agreement.

****

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 Grant Agreement, effective on the date first written above.

GRANTEE: **Dated:**

Rotary Club of Livermore

DocuSigned by:
Sheila Fagliano
947208D50FD24E4...

10/2/2023 | 3:35 PM PDT

By: Sheila Fagliano
Title: President

CITY OF LIVERMORE: **Dated:**

Brandon Cardwell
Director of Innovation and Economic Development

APPROVED AS TO FORM:

DocuSigned by:
Katherine Mirassou
D48B6A0C4F27441...

DS
JS

Assistant/City Attorney

Attachments:

Exhibit A – Grant Activities
Exhibit B – Insurance Requirements
Exhibit C – City Logo Use Guidelines

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Tourism and Special Event Grant Request

Grant Period: July 1, 2023 - June 30, 2024

*** Applicant Name**

Rotary Club of Livermore Parade Committee Paul Szmyd

*** Email**

Livermoreparade@yahoo.com

*** Phone**

[redacted]

*** Full Address**

P.O.Box 845
Livermore CA 94551

Sponsoring Non-Profit Organization

Rotary Club of Livermore

*** Name of Event**

The 106 Annual Livermore Rodeo Parade

*** Event Date(s)**

June 8th, 2024

*** Description of Event**

The Livermore Rodeo Parade is held each year on the second Saturday of June. Beginning in 1977, the Rotary Club of Livermore has taken over hosting the parade. The Parade occurs along Second Street in downtown Livermore and will begin promptly at 10:00 AM. The parade includes an eclectic mix of marching bands, equestrian units, clowns, local businesses, color guard units, Cub & Boy Scout packs, Brownies & Girl Scouts, antique vehicles, dance groups, military personnel and more! The Rodeo Parade is funded entirely by entry fees and contributions from sponsors and operates as a non-profit group under the auspices of the Rotary Club of Livermore. The number of parade entries varies from year to year and averages 83 entries with over 1300 parade participants. According to the Livermore Police Department, parade spectators average from fourteen to eighteen thousand spectators. The Parade ends around 12:00 noon. Many of the spectators and participants go to the local downtown restaurants to have lunch and also shop downtown following the parade. The Rodeo Parade is an event with historical significance to the community. Our major focus for this event is to create a community/family fun event.

*** Event Location**

The Livermore Rodeo Parade runs down 2nd Street. Starting at O street and ending at J street. The parade makes a big loop. Entries line-up on 3rd street and travel down to 2nd and O where the parade starts. The Area between 1st & 4th and between Livermore Avenue and P street is closed off from 7am to 12:30am on the Saturday of the parade.

Previous event dates (if applicable)

The parade has been running since 1918. Always on the 2nd Saturday of June.

*** How will grant be used?**

To offset the cost of: Marketing, Office Supplies, Decorations, Cleanup, Security, and Equipment for the parade

City contribution to prior events (if applicable)

Yes. For a number of years, the city has granted us a Tourism Grant.

*** Estimated attendance (please indicate basis for attendance)**

The number of parade entries varies from year to year and averages 83 entries with over 1300 parade participants. According to the Livermore Police Department, parade spectators average from fourteen to eighteen thousand spectators come to the downtown to watch the parade. The Livermore Rodeo draws people from around the state and some come to see the parade before going to the Rodeo.

*** Estimated percentage (%) of attendees from out of town**

10

*** Describe advertising or publicity directed at non-Livermore residents**

Print advertising, posters, radio, and direct mailings are the main vehicles used to attract participants and members of the general public to attend. We do not target segments by any use of data for advertising the Parade. Our past and current marketing has been directed at the tri-valley with a focus on the local community; however, it does include some direct mailings to potential Parade participants from all over the State of California. We do not track how customers heard of this event.

*** Describe how the event will benefit Livermore**

The Livermore Rodeo Parade is a major City Event. The Parade promotes our communities Western Heritage, Supports the Livermore Rodeo, and provides a Fun, Family event showcasing our community. The Rodeo Parade directly benefits the Downtown business district core by attracting an estimated twelve to eighteen thousand people into the area. As previously stated, the parade ends at around 12:00. Some of our parade entries and spectators come to Livermore from out of town on the day of the parade. Following the parade, they also enjoy our downtown shops and restaurants, then go to the Livermore Rodeo, expanding their economic impact on the area.

Additional comments

For further information on the Livermore Rotary Rodeo Parade, contact parade chairperson Paul Szmyd, DDS, Rotary Club of Livermore Parade Committee 925-447-7892 Livermoreparade@yahoo.com Check out pictures of past parades at www.rodeoparade.com sponsored by elivermore.com

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EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance
Consultant/Contractor shall maintain limits no less than:

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.

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 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. 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,

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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 D

LIVERMORE
CALIFORNIA

BRAND GUIDELINES

CITY OF
LIVERMORE
CALIFORNIA

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INTRODUCTION

As a unique community amongst over 400 California cities, the brand for the City of Livermore is critical—it builds recognition and trust, and it's a reflection of our spirit. Livermore has a rich history and a dynamic future—we honor both past and future by putting forth a consistent, engaging appearance for our communications and media. We are stewards of the Livermore brand. To make our communications strategy effective, we need our materials to express Livermore's core values:

RICH HISTORY ROOTED IN WESTERN HERITAGE	CONNECTION TO THE LAND THROUGH VITICULTURE AND OPEN SPACE PRESERVATION	EDUCATED AND FORWARD-THINKING COMMUNITY EXEMPLIFIED BY SCIENCE AND TECHNOLOGY	SHARING OF THE HUMAN SPIRIT THROUGH ARTS AND CULTURE

By communicating these values clearly and consistently, Livermore will benefit from a unique identity that resonates with residents, businesses, neighbors and visitors from near and far.

BRAND INTEGRITY

The way we communicate through visual, digital and written communications helps strengthen our connection with residents as well as the wider world. These Brand Guidelines are an important tool to ensure that a consistent tone, look and feel are conveyed. Ultimately, this means that the City's messaging will be more effective.

SUB-BRANDING

Sub-branding is the creation of visuals and materials that are unique to a given department, event or initiative, not fully reflecting the overall City brand appearance. For instance, the Livermore Police Department sub-brand.

Sub-branding must be in alignment with the City's overall brand. Such sub-branding may be requested for projects, events, committees or other special uses. Contact the Public Information Officer for any requests or questions regarding sub-branding.

Ultimately, it is people that maintain and protect the City's brand, so please join in the effort to uphold these guidelines. With everything the City of Livermore has to offer, each day is another chance to share that "There's More Here."

If you have any questions, please reach out to the Public Information Officer by contacting the City:

925-960-4000
communications@LivermoreCA.gov

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LOGO USAGE

Standard Version



The logo is comprised of these four parts.

The logo is comprised of four parts: the capital letters "CITY OF", "LIVERMORE", "CALIFORNIA" and a graphic grape leaf. The type is a customized combination of display caps and ITC Legacy Sans Serif fonts; the blue color telegraphs stability, trust and accessibility. The stylized leaf, illustrated in an earthy olive green, symbolizes the growth and vitality that lives throughout the City. The logo is incomplete if any of these elements are deleted.

Other Logo Configurations

There are cases in which other configurations are permitted. Specific guidance is provided later in these Guidelines.

STANDARD
City of Livermore

STANDARD VERTICAL
City of Livermore
Stacked

STANDARD STACKED
City of Livermore
Stacked

CASUAL
Livermore

CASUAL
Livermore
Stacked

LIMITED USE: SLOGAN*
Livermore
Tagline
THERE'S MORE HERE

LIMITED USE*
City of Livermore
Arched

LIMITED USE*
Livermore
Arched

CUSTOMIZABLE**
City of Livermore
Departments
WATER RESOURCES DIVISION

GRAPHIC ASSET
Leaf or Leaf Circle

* Limited-use logos are for specific audiences or design considerations. The Public Information Officer (PIO) can advise.

** Department/division logos are available through the PIO. New logos should not be generated without approval.
Reach the Public Information Officer by contacting the City: 925-960-4000 / communications@LivermoreCA.gov

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Logo Coloring

The logo colors are periwinkle blue and olive green. The logo should be used in color whenever possible. Never alter colors or tints of the logo.

The medium for reproducing the logo (print vs. digital) determines which colors are specified. The printing process uses Pantone inks or 4-color process inks. Digital/web colors are based on RGB colors. The colors are shown to the right.

The color logo should be featured on a white background whenever possible to promote readability. This uncluttered look contributes to the specialness of the logo.

GREEN
PANTONE: 100% PMS 5845
4-C PROCESS: 35% cyan, 22% magenta, 76% yellow, 1% black
RGB: 174 red, 175 green, 95 blue / HEX: #aeaf5f

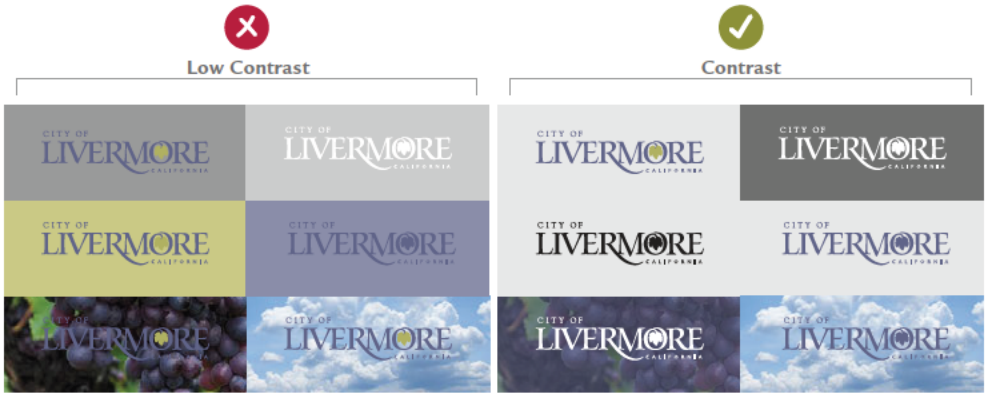
BLUE
PANTONE: 100% PMS 5275
4-C PROCESS: 70% cyan, 62% magenta, 27% yellow, 6% black
RGB: 96 red, 100 green, 137 blue / HEX: #606489

GRAY
PANTONE: 50% black
4-C PROCESS: 50% black
RGB: 153 red, 153 green, 153 blue / HEX: #90

BLACK
PANTONE: 100% black
4-C PROCESS: 100% black
RGB: 51 red, 51 green, 51 blue / HEX: #050606

BACKGROUND CONTRAST

Contrast is an important part of visual accessibility. Depending on the background, a solid black logo or solid white logo is sometimes necessary. For dark backgrounds, use a white logo. For light backgrounds in which the blue/green logo does not have enough contrast, use a black logo. Consider avoiding complicated background photos. If necessary, underlay the logo with opaque box to increase contrast. When in doubt, err on the side of increasing contrast.



Pro tip: for non-decorative elements, like text or information, foreground color should be roughly 4.5X brighter or darker than the background color to satisfy industry minimum WCAG AA recommendation. 7X brighter satisfies full AAA recommendation. Smaller text requires more contrast. There are numerous online tools to assist in measuring contrast.

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Logo Integrity

Maintain the type font, size and spacing between the logo elements: text, icon and tagline. These elements should not be recolored or repositioned in any way other than specified in this guide.

MINIMUM SIZE

Size matters and using the logo too small compromises its integrity. Note the minimum width shown here for using the logos and icons at their smallest permissible sizes.



PROTECTIVE AREA AROUND THE LOGO

A generous protective space around the logo is an essential element of the logo's design and success. Never place another logo, type or graphic element in this clearspace. Do not place the logo on any complicated or photographic background.

The protective clearspace around the logo is determined by the height of the capital letter "L" as noted with an "x." This clearspace is required for all logo versions.



Same holds true for all logos.



VERTICALLY CENTERING THE LOGO

Note that the high visual "center of gravity" for the non-tagline logo. For cases where the non-tagline logo is vertically centered in space, note that the center line should fall in the vertical middle of the "LIVERMORE" text.



Vertically center on "Livermore" text.

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Alternate Logo Configurations

STANDARD

Used for standard Livermore branding.

Unless there is a specific reason to use an alternate configuration, it's best to use standard logo. Certain designs may work better with the stacked logo.

STANDARD

STANDARD VERTICAL

STANDARD STACKED

CASUAL

"City of" text not included.

Used in special cases where a casual tone is permitted, or where a simpler logo is necessary. Also exists on some older materials.

TAGLINE *Includes "There's More Here" marketing text.*

The tagline acts as a marketing message and should be used discriminately when that message is relevant. This language reflects the opportunity for discovery and potential that awaits those unaware of or misguided in their impression of exploring the City.

THERE'S MORE HERE

FOR CONSISTENCY, THE TAGLINE SHOULD NEVER BE CHANGED TO A DIFFERENT MESSAGE.

ARCHED

For very limited uses, an arched version is possible, but not encouraged. Please contact the Public Information Officer for permission.

DEPARTMENTS

A customized logo is available for use by departments/divisions. Please contact the Public Information Officer for permission or to be provided a special departmental logo.

WATER RESOURCES

NEW DEPARTMENT LOGOS TO BE CREATED ONLY WITH PIO PERMISSION.

ICON OPTIONS *Can be used decoratively, or as a stand-alone icon, and can use any brand coloring.*

ICONS CAN BE USED IN ADDITION TO, NOT INSTEAD OF, AN ACTUAL LIVERMORE LOGO.

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Incorrect Logo use

Using the logo correctly as outlined in this guide ensures the strength of the logo and ultimately better represents the City of Livermore. There are many ways to misuse the logo and a few common examples are shown on this page.



✖ Do not rotate.



✖ Do not distort.



✖ Do not resize or move elements.

a



✖ Do not add special effects.



✖ Do not use low-contrast.



✖ Do not use too small.



✖ Do not change colors.



✖ Do not change fonts.



✖ Do not crowd.

DO contact the Public Information Officer with any questions:
925-960-4000 / communications@LivermoreCA.gov

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TYPOGRAPHY

Brand Fonts

MOST COMMONLY USED FOR PROFESSIONAL PRINTING. The City uses two fonts: Goudy, a serif font, and the ITC Legacy Sans sans-serif font family. These fonts support the overall identity and should be used whenever possible. Goudy is good for headers and special text sections, not for body text; do not use an italicized or bolded version. ITC Legacy Sans offers several weights, good for overall usage. Both font families may be used on the same piece of communication.

GOUDY

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Goudy: Regular (only) ... ALLCAPS permitted

ITC Legacy Sans

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Legacy Sans: Book	AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz
Legacy Sans: Book Italic	*AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz*
Legacy Sans: Medium	**AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz**
Legacy Sans: Medium Italic	***AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz***
Legacy Sans: Bold	**AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz**

FONT ALTERNATES

MICROSOFT OFFICE ALTERNATES: below are the alternates to use in Microsoft Office when the main brand fonts are unavailable. These are very common default fonts installed with most Microsoft applications and are good for documents that are being shared across multiple systems.

Microsoft Office alternate to Goudy: Times New Roman

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Microsoft Office alternate to ITC Legacy Sans: Calibri

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

FREE GOOGLE FONTS: below are the alternates to use when the above brand fonts are unavailable. Some apps and online platforms, like Google Docs or Canva, are limited to Google fonts.

Google alternate to Goudy: Libre Baskerville

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

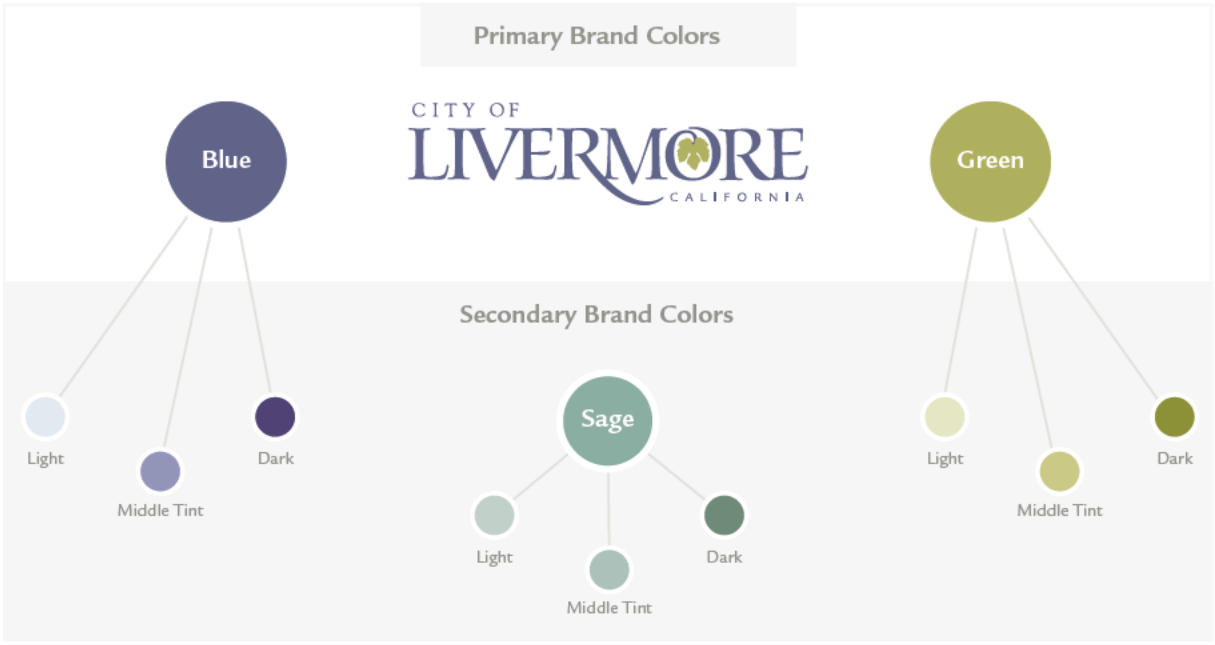
Google alternate to ITC Legacy Sans: Nunito Sans

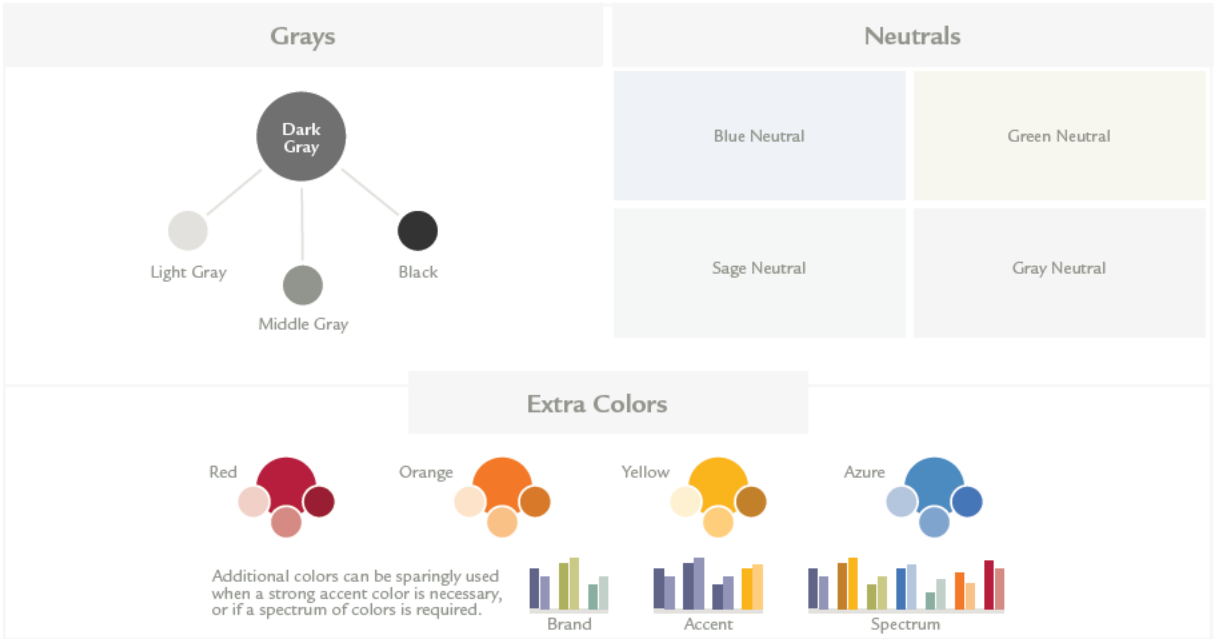
AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

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COLOR

The **primary** Blue and Green signify the City's brand. They are the dominant colors and should be used in everything that represents the City. The **secondary** color palette provides the ancillary coloring that all together create the City's identifiable look and feel. The secondary colors are used in addition to the primary Blue and Green, not instead of them. The grays and neutrals identified here provide additional design flexibility. **Extra colors are provided to use sparingly,** when the existing brand colors simply aren't enough (e.g. as an accent when a strong highlight is needed, or when a whole spectrum is required).





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Color Detail

The brand colors are defined here, for several different formats. Digital/web colors are based on RGB or Hex colors. The printing process uses Pantone inks or CMYK (4-color process) inks. PMS code 'C' indicates an ink used for coated (glossy) paper and 'U' indicates is used for non-coated finishes.

WEBSITE COLORS

	HEX	R	G	B
Blue Dark	#4F4174	79	65	116
Green	#A5A837	165	168	55
Sage Dark	#6D8877	109	136	119
Blue Lt	#E2E8F1	226	232	241
Gray Dk	#435148	67	81	72
Gray Mid	#6B737D	107	115	125

Note: website colors are a subset of the Full City Brand Colors selected for online appearance and contrast.

FULL CITY BRAND COLORS

PRIMARY	PROMINENCE	HEX	R	G	B	C	M	Y	K	PANTONE C	PANTONE U
Blue		#606489	96	100	137	70	62	27	6	5275 C	5275 U
Green		#A5A837	165	168	55	35	22	76	0	5845 C	5845 U
SECONDARY											
Sage		#8CAEA2	140	174	162	41	11	31	6 l	5565 C	5565 U
Sage Dark		#6D8877	109	136	119	59	36	56	4	n/a	n/a
Sage Mid		#ABCLB9	171	193	18S	24	10	19	0	50%	50%
Sage Lt		#C2DLCA	194	209	202	24	14	27	0	15%	15%
BLUE SHADE & TINTS											
Blue Dark		#4F4174	79	65	116	79	83	27	12	n/a	n/a
Blue Mid		#9194B6	145	148	182	56	39	13	0	50%	50%
Blue Lt		#E2E8F1	226	232	241	10	6	2	0	15%	15%
GREEN SHADE & TINTS											
Green Dark		#8B8F36	139	143	54	48	31	100	8	n/a	n/a
Green Mid		#C9CA87	201	202	135	23	12	57	0	50%	50%
Green Lt		#E4E5C3	228	229	195	11	4	27	0	15%	15%

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FULL CITY BRAND COLORS (continued)

EXTRA COLORS FOR ACCENT OR FLEXIBILITY

	HEX	R	G	B	C	M	Y	K	PANTONE C	PANTONE U
Red	#B7LF3C	182	31	59	20	100	77	10	1945 C	1935 U
Red Dk	#990D31	153	13	49	12	100	69	23	n/a	n/a
Red Mid	#D48A83	212	138	131	10	50	39	5	50%	50%
Red Lt	#F0CFC9	240	207	201	4	20	15	0	15%	15%
Orange	#F47721	244	119	33	4	54	100	0	152 C	152 U
Orange Dk	#D6782A	214	120	42	15	63	100	0	n/a	n/a
Orange Mid	#FCC288	252	194	136	0	27	50	0	50%	50%
Orange Lt	#FFE4CA	255	228	202	0	11	20	0	15%	15%
Yellow	#FBB416	251	180	22	0	32	100	0	130 C	130 U
Yellow Dk	#C37FL3	195	127	19	7	45	100	30	n/a	n/a
Yellow Mid	#FFCE7B	255	206	123	0	20	60	0	50%	50%
Yellow Lt	#FFEFCF	255	239	207	0	5	20	0	15%	15%
Azure	#4D8BBE	77	139	190	71	37	7	0	285 C	285 U
Azure Dk	#4377BB	67	119	187	77	51	0	0	n/a	n/a
Azure Mid	#80A5CE	128	165	206	50	26	5	0	50%	50%
Azure Lt	#B5C6DC	181	198	220	28	15	5	0	15%	15%

BLACKS, GRAYS & NEUTRALS

	HEX	R	G	B	C	M	Y	K	PANTONE C	PANTONE U
Black	#333333	51	51	51	0	0	0	100	PMS Black	PMS Black
Superblack	#000000	0	0	0	60	30	30	100	n/a	n/a
Gray Dk	#435148	67	81	72	70	51	64	38	80%	80%
Gray Mid	#6B737D	107	115	125	61	48	40	11	60%	60%
Gray Lt	#EOEODD	224	224	221	7	5	7	4	8%	8%
Gray Neutral	#F3F3F3	243	243	243	0	0	0	5	5%	5%
Blue Neutral	#F1F3F8	241	243	248	7	5	7	4	10%	10%
Green Neutral	#F1F2E1	241	242	225	0	0	4	4	10%	10%
Sage Neutral	#E0E8E5	224	232	229	n/a				8%	8%

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GRANT AGREEMENT BETWEEN CITY OF LIVERMORE AND SHAKESPEARE'S ASSOCIATES, INC.

FOR FISCAL YEAR 2023/2024

THIS AGREEMENT, entered into this _____ day of _____, 2023 between the City of Livermore, a municipal corporation **("City")**, and Shakespeare's Associates, Inc. dba Shakespeare & Performing Arts Regional Company (SPARC), a Nonprofit Corporation (**"Grantee"**).

RECITALS

A. The City is entering into a grant agreement with Grantee for fiscal year 2023/2024.

B. The Grantee's mission is to create community through the production of high-quality professional theater experiences. The Association's event Shakespeare in the Vineyards draws theater lovers, locals, and tourists to the Livermore Valley.

C. The City has determined that the goals and activities of the Grantee are consistent with the Marketing and Economic Development goals of the City and therefore should be supported through the proposed grant of $2,000.00, which will enhance and support the City's marketing and economic development efforts, including by identifying the City as an underwriter of the Grantee's work.

AGREEMENT

NOW THEREFORE, the parties agree that the above recitals are true and correct and further agree as follows:

1. Grant Activities. Grantee is responsible for its continuing operations. As part of its continuing operations, Grantee will apply the Grant funds to market and promote the City's Downtown and historic Livermore Valley Wine region through Shakespeare in the Vineyards event on June 22- August 6, 2023 as outlined in Exhibit "A" **("Grant Activities").**

2. Grant Amount. The City will issue, and Grantee will use, funds in the amount of $2,000.00 (the **"Grant Funds**") to perform the activities consistent with the terms and conditions of this Grant Agreement. City will provide the Grant Funds to Grantee within 30 days of the date on which this Agreement is executed by both the City and Grantee.

3. Time for Performance. Grantee shall complete its Grant Activities prior to June 30, 2024.

4. Recognition of City Grant Funds Grantee shall acknowledge City's award of Grant Funds in all appropriate materials and media. The acknowledgment shall read, "Underwritten in part from the City of Livermore" or similar language, unless the City is a part of a list of other underwriters, in which case the City may be acknowledged as, "City of Livermore." Grantee shall display the City's logo whenever logos are displayed, and in accordance with the City logo use guidelines, which are included as Exhibit "C" to this Grant Agreement.

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5. Independent Contractor. Nothing contained in this Grant Agreement is intended to, nor shall be construed in any manner to, create or establish the relationship of employer/employee between the City and Grantee. The City shall have no role in approving, planning, sanctioning, authorizing or controlling the Grant Activities or any activity Grantee undertakes. Grantee shall at all times remain an independent contractor with respect to the services funded by this Grant Agreement. City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance stemming from any of Grantee's work, as Grantee is an independent contractor.

6. Documentation and Recordkeeping

(a) Grantee shall maintain records providing a full description of each such Grant Activity and the date(s) on which the activity occurred.

(b) Grantee shall retain all records pertinent to expenditures incurred in the performance of the Grant Activities under this Grant Agreement and expenditure of Grant Funds for a period of two (2) years after the end of any activity funded pursuant to this Grant Agreement.

7. Suspension, Termination, Return of Funds

(a) City may suspend or terminate this Grant Agreement if Grantee materially fails to comply with any term or condition of this Agreement, including but not limited to, the following: (1) failure, for any reason, of Grantee to fulfill in a timely and proper manner its obligations under this Agreement; or (2) ineffective or improper use of the Grant Funds provided under this Agreement.

(b) The City's notice of termination for cause must be provided in writing at least ten (10) calendar days before the effective date of termination.

(c) In the event the City terminates this Grant Agreement for cause, Grantee shall return all of the Grant Funds awarded which shall be submitted to the City's General Fund for reallocation.

8. Hold Harmless. Grantee agrees to defend, indemnify, and hold City, elected officials, officers, directors, employees, agents, and designated volunteers harmless from and against any and all loss, liability, damage, including reasonable attorney's and expert fees and/or court costs, arising out of the performance of the Grant Activities under this Grant Agreement, except for the gross negligence and willful misconduct of City, its elected officials, officers, directors, employees, agents, and designated volunteers.

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

10. Amendment. 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

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maintained by City can be used in place of the original for all purposes with the same effect as if it was the original.

11. Notices. Any notice required or permitted under the terms of this Agreement shall be effective upon receipt in writing either by personal service upon the authorized agent for the party, or by mailing the notice via U.S. Mail to the party as follows:

TO CITY: City of Livermore
Attn: Brandon Cardwell
Director of Innovation & Economic Development
1052 S. Livermore Avenue
Livermore, California 94550

TO GRANTEE: Shakespeare's Associates, Inc.
Attn: Lisa Tromovitch
Producing Artistic Director
2172 Railroad Avenue
Livermore, CA 94550

12. Waiver. Failure to insist upon the strict performance of any term or conditions in this Grant 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**.**

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

14. Counterparts. This Grant Agreement may be executed in counterpart by delivering a facsimile or secure electronic copy of the signed agreement to the other party, followed by delivery of the original documents bearing the original signatures. Failure to deliver the original documents does not affect the enforceability of this Agreement.

****

Signatures and Attachment List on the Next Page

EXHIBIT E

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

GRANTEE: **Dated:**

Shakespeare's Associates, Inc

DocuSigned by:
Lisa Tromovitch
332BE073BC8C410...

10/4/2023 | 8:00 AM PDT

By: Lisa Tromovitch
Title: Producing Artistic Director

CITY OF LIVERMORE: **Dated:**

Brandon Cardwell
Director of Innovation & Economic Development

APPROVED AS TO FORM:

DocuSigned by:
Katherine Mirassou
D48B6A0C4F27411...
DS
JS

Assistant/City Attorney

Attachments:

Exhibit A – Grant Activities
Exhibit B – Insurance Requirements
Exhibit C – City Logo Use Guidelines

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Tourism and Special Event Grant Request

Grant Period: July 1, 2023 - June 30, 2024

* **Applicant Name**

Ms. Lindsey Schmeltzer

* **Email**

Lindsey@SPARCtheater.org

* **Phone**

(925) 443-2273

* **Full Address**

2172 Railroad Ave
Livermore CA 94550-3122

Sponsoring Non-Profit Organization

SPARC Theater

* **Name of Event**

Shakespeare in the Vineyard

* **Event Date(s)**

June 22 to August 6, 2023

* **Description of Event**

Shakespeare in the Vineyard is the flagship program of SPARC Theater. For twenty years, in partnership with four different Livermore winegrowers, we have produced fully staged and professionally designed plays, performing in outdoor venues where audiences can celebrate the art and ambience with friends and family. SPARC Theater is a non-profit 501(c)(3) professional theater company. In 2023, we will be performing two plays over the course of seven weekends from June 22 to August 6, 2023, at Darcie Kent Vineyard in Livermore. At SPARC, we are committed to creating community through the production of high-quality professional theater experiences. We produce and support theatrical events which celebrate the human adventure, inspired by the poetry and rhetoric of William Shakespeare, who gave voice to our deepest experiences. We are creating a company that is accessible and fully integrated with the Tri-Valley community and invite the participation of our Central Valley and Greater Bay Area neighbors. The other wing of SPARC is our Education programs, which bring the power of imaginative language to students through in-class sessions, after-school programs, and summer camps. In partnership with the Livermore Valley Joint Unified School District, we provide teaching artists at no cost to every second-grade class for ten weeks of creative play and critical thinking in a program called "So Wise So Young."

* **Event Location**

We have constructed a stage and will be bringing in specialized lighting to perform outdoors at Darcie Kent Vineyards 7000 Tesla Rd Livermore, CA 94550

Previous event dates (if applicable)

Each summer from 2003 to 2019, and 2022, at Retzlaff, Concannon, Wente, and Darcie Kent vineyards.

* **How will grant be used?**

This Livermore Tourism grant will be used to promote our Shakespeare in the Vineyard 2023 season of two plays – "Silent Sky," a contemporary play about 19th-century astronomer Henrietta Leavitt by Lauren Gunderson, and "Much Ado About Nothing" by William Shakespeare. Our marketing plan includes social media, display advertising, kiosk posters, and mailing a brochure to approximately 4,000 theater patrons outside of Livermore. Our goal is to attract these out-of-town audiences to Shakespeare in the Vineyards, Livermore's hotels, downtown and wine country. We estimate our total marketing expenses will be $25,000 this year.

City contribution to prior events (if applicable)

The City of Livermore has supported our summer festivals with City Tourism Grants in 2007, 2008, 2009, 2011, 2012, 2015, 2016, 2017, 2018, 2019, and 2022. These grants helped build our annual audiences of over 5500 theatergoers in recent years. We gratefully received Project & Program grants in 2017 (toward increasing compensation for the artists) and 2019 (toward building the stage at Darcie Kent Vineyards), and a Covid Relief Grant in 2021.

* **Estimated attendance (please indicate basis for attendance)**

We expect 3500 attendees in 2023. Pre-pandemic years brought in over 5000. In our first year back to live performances in 2022, we welcomed over 2500 theatergoers.

* **Estimated percentage (%) of attendees from out of town**

45

* **Describe advertising or publicity directed at non-Livermore residents**

Our Summer Festival marketing campaign promotes a visit to Shakespeare in the Vineyard along with the Darcie Kent Vineyard experience. Our advertising outside Livermore includes the San Francisco Chronicle, Bay Area News Group media publications, KQED National Public Radio, Diablo Magazine, newspapers in Tracy and Fremont, and a comprehensive digital advertising campaign focused on the other Tri-Valley cities and the South Bay. We also feature a "Plan Your Visit" webpage promoting the wine region, local breweries, the award-winning downtown shopping and dining district, spas, golf, the Premium outlets, and hiking trails.

* **Describe how the event will benefit Livermore**

SPARC Theater shines a light on stories and storytellers in the Livermore Valley, bringing the community together to imagine new futures, to recognize ourselves in stories not our own, and to share laughter under the stars. Shakespeare in the Vineyard not only brings together culture and community in our esteemed wine country but also draws many visitors from outside of Livermore. We introduce these tourists to our rich cultural attractions, our award-winning downtown shopping and dining district, and our

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gorgeous wine country in the hopes that they will continue to return and patronize our tourism attractions.

Additional comments

We appreciate the opportunity to apply, and look forward to continuing partnerships 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:

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.

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 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. 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,

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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 E

LIVERMORE
CALIFORNIA

BRAND GUIDELINES

CITY OF
LIVERMORE
CALIFORNIA

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INTRODUCTION

As a unique community amongst over 400 California cities, the brand for the City of Livermore is critical—it builds recognition and trust, and it's a reflection of our spirit. Livermore has a rich history and a dynamic future—we honor both past and future by putting forth a consistent, engaging appearance for our communications and media. We are stewards of the Livermore brand. To make our communications strategy effective, we need our materials to express Livermore's core values:

RICH HISTORY ROOTED IN WESTERN HERITAGE	CONNECTION TO THE LAND THROUGH VITICULTURE AND OPEN SPACE PRESERVATION	EDUCATED AND FORWARD-THINKING COMMUNITY EXEMPLIFIED BY SCIENCE AND TECHNOLOGY	SHARING OF THE HUMAN SPIRIT THROUGH ARTS AND CULTURE

By communicating these values clearly and consistently, Livermore will benefit from a unique identity that resonates with residents, businesses, neighbors and visitors from near and far.

BRAND INTEGRITY

The way we communicate through visual, digital and written communications helps strengthen our connection with residents as well as the wider world. These Brand Guidelines are an important tool to ensure that a consistent tone, look and feel are conveyed. Ultimately, this means that the City's messaging will be more effective.

SUB-BRANDING

Sub-branding is the creation of visuals and materials that are unique to a given department, event or initiative, not fully reflecting the overall City brand appearance. For instance, the Livermore Police Department sub-brand.

Sub-branding must be in alignment with the City's overall brand. Such sub-branding may be requested for projects, events, committees or other special uses. Contact the Public Information Officer for any requests or questions regarding sub-branding.

Ultimately, it is people that maintain and protect the City's brand, so please join in the effort to uphold these guidelines. With everything the City of Livermore has to offer, each day is another chance to share that "There's More Here."

If you have any questions, please reach out to the Public Information Officer by contacting the City:

925-960-4000
communications@LivermoreCA.gov

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LOGO USAGE

Standard Version



The logo is comprised of these four parts.

The logo is comprised of four parts: the capital letters “CITY OF”, “LIVERMORE”, “CALIFORNIA” and a graphic grape leaf. The type is a customized combination of display caps and ITC Legacy Sans Serif fonts; the blue color telegraphs stability, trust and accessibility. The stylized leaf, illustrated in an earthy olive green, symbolizes the growth and vitality that lives throughout the City. The logo is incomplete if any of these elements are deleted.

Other Logo Configurations

There are cases in which other configurations are permitted. Specific guidance is provided later in these Guidelines.

STANDARD
City of Livermore

STANDARD VERTICAL
City of Livermore
Stacked

STANDARD STACKED
City of Livermore
Stacked

CASUAL
Livermore

CASUAL
Livermore
Stacked

LIMITED USE: SLOGAN*
Livermore
Tagline
THERE'S MORE HERE

LIMITED USE*
City of Livermore
Arched

LIMITED USE*
Livermore
Arched

CUSTOMIZABLE**
City of Livermore
Departments
WATER RESOURCES DIVISION

GRAPHIC ASSET
Leaf or Leaf Circle

* Limited-use logos are for specific audiences or design considerations. The Public Information Officer (PIO) can advise.

** Department/division logos are available through the PIO. New logos should not be generated without approval.

Reach the Public Information Officer by contacting the City: 925-960-4000 / communications@LivermoreCA.gov

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Logo Coloring

The logo colors are periwinkle blue and olive green. The logo should be used in color whenever possible. Never alter colors or tints of the logo.

The medium for reproducing the logo (print vs. digital) determines which colors are specified. The printing process uses Pantone inks or 4-color process inks. Digital/web colors are based on RGB colors. The colors are shown to the right.

The color logo should be featured on a white background whenever possible to promote readability. This uncluttered look contributes to the specialness of the logo.

GREEN
PANTONE: 100% PMS 5845
4-C PROCESS: 35% cyan, 22% magenta, 76% yellow, 1% black
RGB: 174 red, 175 green, 95 blue / HEX: #aeaf5f

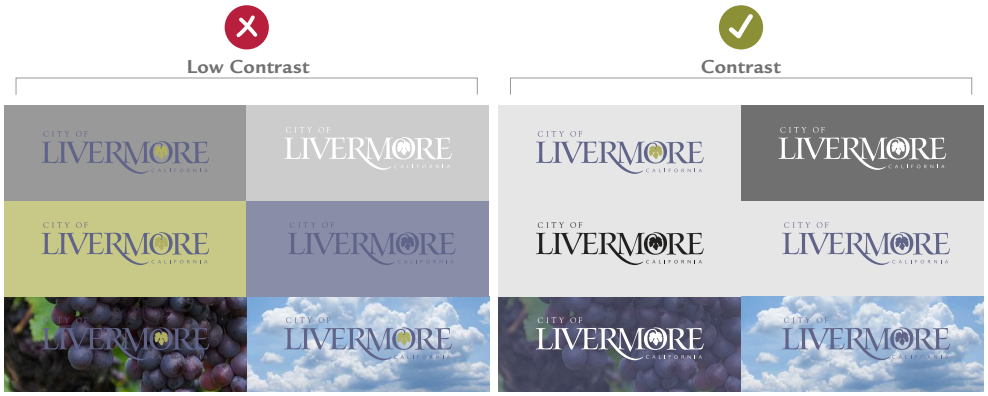
BLUE
PANTONE: 100% PMS 5275
4-C PROCESS: 70% cyan, 62% magenta, 27% yellow, 6% black
RGB: 96 red, 100 green, 137 blue / HEX: #606489

GRAY
PANTONE: 50% black
4-C PROCESS: 50% black
RGB: 153 red, 153 green, 153 blue / HEX: #90

BLACK
PANTONE: 100% black
4-C PROCESS: 100% black
RGB: 51 red, 51 green, 51 blue / HEX: #050606

BACKGROUND CONTRAST

Contrast is an important part of visual accessibility. Depending on the background, a solid black logo or solid white logo is sometimes necessary. For dark backgrounds, use a white logo. For light backgrounds in which the blue/green logo does not have enough contrast, use a black logo. Consider avoiding complicated background photos. If necessary, underlay the logo with opaque box to increase contrast. When in doubt, err on the side of increasing contrast.



Pro tip: for non-decorative elements, like text or information, foreground color should be roughly 4.5X brighter or darker than the background color to satisfy industry minimum WCAG AA recommendation. 7X brighter satisfies full AAA recommendation. Smaller text requires more contrast. There are numerous online tools to assist in measuring contrast.

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Logo Integrity

Maintain the type font, size and spacing between the logo elements: text, icon and tagline. These elements should not be recolored or repositioned in any way other than specified in this guide.

MINIMUM SIZE

Size matters and using the logo too small compromises its integrity. Note the minimum width shown here for using the logos and icons at their smallest permissible sizes.



PROTECTIVE AREA AROUND THE LOGO

A generous protective space around the logo is an essential element of the logo's design and success. Never place another logo, type or graphic element in this clearspace. Do not place the logo on any complicated or photographic background.

The protective clearspace around the logo is determined by the height of the capital letter "L" as noted with an "x." This clearspace is required for all logo versions.



Same holds true for all logos.



VERTICALLY CENTERING THE LOGO

Note that the high visual "center of gravity" for the non-tagline logo. For cases where the non-tagline logo is vertically centered in space, note that the center line should fall in the vertical middle of the "LIVERMORE" text.



Vertically center on "Livermore" text.

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Alternate Logo Configurations

STANDARD

Used for standard Livermore branding.

Unless there is a specific reason to use an alternate configuration, it's best to use standard logo. Certain designs may work better with the stacked logo.

STANDARD

CITY OF LIVERMORE CALIFORNIA

CITY OF LIVERMORE CALIFORNIA

STANDARD VERTICAL

CITY OF LIVERMORE CALIFORNIA

STANDARD STACKED

CASUAL

"City of" text not included.

Used in special cases where a casual tone is permitted, or where a simpler logo is necessary. Also exists on some older materials.

LIVERMORE CALIFORNIA

LIVERMORE CALIFORNIA

TAGLINE *Includes "There's More Here" marketing text.*

The tagline acts as a marketing message and should be used discriminately when that message is relevant. This language reflects the opportunity for discovery and potential that awaits those unaware of or misguided in their impression of exploring the City.

LIVERMORE CALIFORNIA

THERE'S MORE HERE

FOR CONSISTENCY, THE TAGLINE SHOULD NEVER BE CHANGED TO A DIFFERENT MESSAGE.

ARCHED

For very limited uses, an arched version is possible, but not encouraged. Please contact the Public Information Officer for permission.

CITY OF LIVERMORE CALIFORNIA

LIVERMORE CALIFORNIA

DEPARTMENTS

A customized logo is available for use by departments/divisions. Please contact the Public Information Officer for permission or to be provided a special departmental logo.

CITY OF LIVERMORE CALIFORNIA

WATER RESOURCES

NEW DEPARTMENT LOGOS TO BE CREATED ONLY WITH PIO PERMISSION.

ICON OPTIONS *Can be used decoratively, or as a stand-alone icon, and can use any brand coloring.*

ICONS CAN BE USED IN ADDITION TO, NOT INSTEAD OF, AN ACTUAL LIVERMORE LOGO.

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Incorrect Logo use

Using the logo correctly as outlined in this guide ensures the strength of the logo and ultimately better represents the City of Livermore. There are many ways to misuse the logo and a few common examples are shown on this page.



✖ Do not rotate.



✖ Do not distort.



✖ Do not resize or move elements.

a



✖ Do not add special effects.



✖ Do not use low-contrast.



✖ Do not use too small.



✖ Do not change colors.



✖ Do not change fonts.



✖ Do not crowd.

DO contact the Public Information Officer with any questions:
925-960-4000 / communications@LivermoreCA.gov

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TYPOGRAPHY

Brand Fonts

MOST COMMONLY USED FOR PROFESSIONAL PRINTING. The City uses two fonts: Goudy, a serif font, and the ITC Legacy Sans sans-serif font family. These fonts support the overall identity and should be used whenever possible. Goudy is good for headers and special text sections, not for body text; do not use an italicized or bolded version. ITC Legacy Sans offers several weights, good for overall usage. Both font families may be used on the same piece of communication.

GOUDY

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Goudy: Regular (only) ... ALLCAPS permitted

ITC Legacy Sans

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Legacy Sans: Book	AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz
Legacy Sans: Book Italic	*AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz*
Legacy Sans: Medium	AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz
Legacy Sans: Medium Italic	*AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz*
Legacy Sans: Bold	**AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz**

FONT ALTERNATES

MICROSOFT OFFICE ALTERNATES: below are the alternates to use in Microsoft Office when the main brand fonts are unavailable. These are very common default fonts installed with most Microsoft applications and are good for documents that are being shared across multiple systems.

Microsoft Office alternate to Goudy: Times New Roman

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Microsoft Office alternate to ITC Legacy Sans: Calibri

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

FREE GOOGLE FONTS: below are the alternates to use when the above brand fonts are unavailable. Some apps and online platforms, like Google Docs or Canva, are limited to Google fonts.

Google alternate to Goudy: Libre Baskerville

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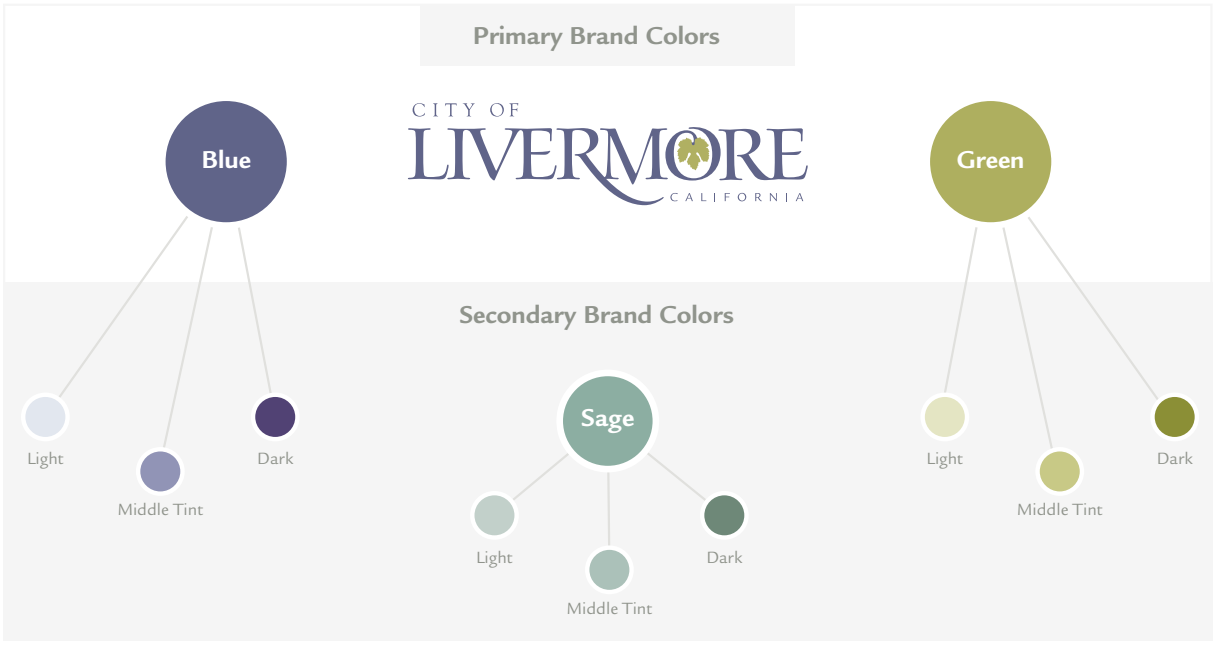
Google alternate to ITC Legacy Sans: Nunito Sans

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

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COLOR

The **primary** Blue and Green signify the City's brand. They are the dominant colors and should be used in everything that represents the City. The **secondary** color palette provides the ancillary coloring that all together create the City's identifiable look and feel. The secondary colors are used in addition to the primary Blue and Green, not instead of them. The grays and neutrals identified here provide additional design flexibility. **Extra colors are provided to use sparingly,** when the existing brand colors simply aren't enough (e.g. as an accent when a strong highlight is needed, or when a whole spectrum is required).





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Color Detail

The brand colors are defined here, for several different formats. Digital/web colors are based on RGB or Hex colors. The printing process uses Pantone inks or CMYK (4-color process) inks. PMS code 'C' indicates an ink used for coated (glossy) paper and 'U' indicates is used for non-coated finishes.

WEBSITE COLORS

	HEX	R	G	B
Blue Dark	#4F4174	79	65	116
Green	#A5A837	165	168	55
Sage Dark	#6D8877	109	136	119
Blue Lt	#E2E8F1	226	232	241
Gray Dk	#435148	67	81	72
Gray Mid	#6B737D	107	115	125

Note: website colors are a subset of the Full City Brand Colors selected for online appearance and contrast.

FULL CITY BRAND COLORS

PRIMARY	PROMINENCE	HEX	R	G	B	C	M	Y	K	PANTONE C	PANTONE U
Blue		#606489	96	100	137	70	62	27	6	5275 C	5275 U
Green		#A5A837	165	168	55	35	22	76	0	5845 C	5845 U
SECONDARY											
Sage		#8CAEA2	140	174	162	41	11	31	6 l	5565 C	5565 U
Sage Dark		#6D8877	109	136	119	59	36	56	4	n/a	n/a
Sage Mid		#ABCLB9	171	193	18S	24	10	19	0	50%	50%
Sage Lt		#C2DLCA	194	209	202	24	14	27	0	15%	15%
BLUE SHADE & TINTS											
Blue Dark		#4F4174	79	65	116	79	83	27	12	n/a	n/a
Blue Mid		#9194B6	145	148	182	56	39	13	0	50%	50%
Blue Lt		#E2E8F1	226	232	241	10	6	2	0	15%	15%
GREEN SHADE & TINTS											
Green Dark		#8B8F36	139	143	54	48	31	100	8	n/a	n/a
Green Mid		#C9CA87	201	202	135	23	12	57	0	50%	50%
Green Lt		#E4E5C3	228	229	195	11	4	27	0	15%	15%

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FULL CITY BRAND COLORS (continued)

EXTRA COLORS FOR ACCENT OR FLEXIBILITY

	HEX	R	G	B	C	M	Y	K	PANTONE C	PANTONE U
Red	#B7LF3C	182	31	59	20	100	77	10	1945 C	1935 U
Red Dk	#990D31	153	13	49	12	100	69	23	n/a	n/a
Red Mid	#D48A83	212	138	131	10	50	39	5	50%	50%
Red Lt	#F0CFC9	240	207	201	4	20	15	0	15%	15%
Orange	#F47721	244	119	33	4	54	100	0	152 C	152 U
Orange Dk	#D6782A	214	120	42	15	63	100	0	n/a	n/a
Orange Mid	#FCC288	252	194	136	0	27	50	0	50%	50%
Orange Lt	#FFE4CA	255	228	202	0	11	20	0	15%	15%
Yellow	#FBB416	251	180	22	0	32	100	0	130 C	130 U
Yellow Dk	#C37FL3	195	127	19	7	45	100	30	n/a	n/a
Yellow Mid	#FFCE7B	255	206	123	0	20	60	0	50%	50%
Yellow Lt	#FFEFCF	255	239	207	0	5	20	0	15%	15%
Azure	#4D8BBE	77	139	190	71	37	7	0	285 C	285 U
Azure Dk	#4377BB	67	119	187	77	51	0	0	n/a	n/a
Azure Mid	#80A5CE	128	165	206	50	26	5	0	50%	50%
Azure Lt	#B5C6DC	181	198	220	28	15	5	0	15%	15%

BLACKS, GRAYS & NEUTRALS

	HEX	R	G	B	C	M	Y	K	PANTONE C	PANTONE U
Black	#333333	51	51	51	0	0	0	100	PMS Black	PMS Black
Superblack	#000000	0	0	0	60	30	30	100	n/a	n/a
Gray Dk	#435148	67	81	72	70	51	64	38	80%	80%
Gray Mid	#6B737D	107	115	125	61	48	40	11	60%	60%
Gray Lt	#EOEODD	224	224	221	7	5	7	4	8%	8%
Gray Neutral	#F3F3F3	243	243	243	0	0	0	5	5%	5%
Blue Neutral	#F1F3F8	241	243	248	7	5	7	4	10%	10%
Green Neutral	#F1F2E1	241	242	225	0	0	4	4	10%	10%
Sage Neutral	#E0E8E5	224	232	229	n/a				8%	8%

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.10**

DATE: October 23, 2023

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution authorizing a First Amendment to the agreement with PlaceWorks, Inc. for the Comprehensive General Plan and Housing Element Update, increasing the scope of work and the not-to-exceed amount from $2,800,000 to $3,026,000 and extending the term to December 31, 2025.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the execution of a First Amendment to the agreement with PlaceWorks, Inc. to update the Livermore General Plan and Housing Element, increasing the scope of work and the not-to-exceed amount from 2,800,000 to $3,026,000 and extending the term to December 31, 2025.

SUMMARY

On June 28, 2021, the City Council authorized the City Manager to execute a Professional Services Agreement (Agreement) with PlaceWorks for the comprehensive General Plan and Housing Element Update and Programmatic General Plan Environmental Impact Report (see Attachment 1, June 28, 2021, Staff Report for reference).

To date, the work program is approximately 50% complete. The project team is currently conducting community engagement to receive feedback on different land use alternatives, which will ultimately be used to create the General Plan Land Use Map. Following this critical step, the project team will transition to policy development, environmental review, and document preparation in anticipation of adoption hearings in Q1 2025.

Additional analysis, new state legislation, and continued meetings of the General Plan Advisory Committee (Committee), have gradually added scope to the work program. Therefore, staff recommends Council authorize the First Amendment to the Agreement, which would provide additional time and resources to respond to changing conditions.

DISCUSSION

Since commencement of the General Plan Update, the project team has completed visioning, research and analysis and the development of existing conditions reports, a State certified Housing Element, and the preparation and evaluation of various future land use alternatives. Currently, the project team is conducting community engagement to determine a preferred land use map for the General Plan. The land use map will be the basis for future development and conservation efforts as well as developing the General Plan policy framework. The project team anticipates returning to Council for direction on the General Plan land use map in the first quarter of 2025.

Over the course of the work program, additional items and adjustments were made to respond to Committee, City Council, and community needs. At this point in the process, the project team is requesting additional resources and time to complete the project. A First Amendment to the Agreement includes a revised scope of work, additional funds, and extended project duration. Modification to the scope of work and budget include:

- Twelve-month extension in project schedule. The original project schedule anticipated the Land Use Alternatives task would conclude by the end of September 2022 and adoption of the General Plan by 2024. This land use task has extended longer than anticipated due to the complexity and volume of contemplated land use changes, including the number of focus area alternatives being considered by the community. The ongoing project management and communication responsibilities, weekly calls with City staff, project website maintenance, and internal and external project meetings require contract modification to cover these continued responsibilities.
- Additional Committee meetings. More Committee meetings have been held than originally anticipated in response to both feedback from the Committee and the large scope of the focus areas being evaluated. The original scope includes 24 meetings over the course of the project. As of today, the Committee has met 21 times. City staff have facilitated many of these meetings without PlaceWorks attendance. However, PlaceWorks has assisted by preparing materials for most of these meetings. Further, with the extended scope and schedule, the project team expects additional Committee meetings and required scope.
- Additional Community Outreach and Engagement. In response to public interest in the General Plan Update, the contract modification would include additional time to support staff-led outreach and additional engagement efforts.
- New State laws affecting the General Plan: The contract modification includes additional time to respond to new State laws SB 932 (Circulation Element), AB 2097 (Parking Minimums), and SB 1425 (Open Space and Conservation Element). Additionally, the project team anticipates new laws to continue to come out of the ongoing legislative sessions that may affect the General Plan.
- Contingency budget: A budget contingency is an important source of funds that enable the project team to respond to unforeseen needs. Previous budget contingency enabled the project team to pivot and address new State Housing Element requirements, adjust and align the adopted Alameda County Transportation Commission traffic model with the City's, update the Vulnerability Assessment to comply with State law, and create the Housing Element Story Map. Although, staff does not plan to spend these funds, staff recommends the contract modification include additional contingency to respond to unforeseen circumstances.

ENVIRONMENTAL DETERMINATION

Authorization to execute an amendment to a professional services contract 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.

FISCAL AND ADMINISTRATIVE IMPACTS

Allocation of City staff time, utilizing existing staff resources will be necessary to administer the updated consultant agreement, and participate in the document review, research and analysis, and community outreach. The First Amendment to the Agreement would increase the not to exceed amount by $226,000 from $2,800,000 to $3,026,000. As part of the City's Year-end 2022-23 budget report also being considered by Council on October 23, 2023, staff proposes to appropriate $226,000 from the General Fund surplus to cover consultant contract costs through the end of the General Plan Update.

COMMUNITY PILLAR 4:

4: Inclusive and Inviting Spaces and Places

GOAL PRIORITY:

4: Continue to complete the General Plan Update

ATTACHMENTS

1. June 28, 2021, Staff Report
2. Resolution
3. Exhibit A - Agreement

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. 6.4

DATE: June 28, 2021

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution authorizing the execution of a professional services agreement with PlaceWorks, Inc. to update the Livermore General Plan and Housing Element in an amount not-to-exceed $2,800,000 over a three-year term, and authorizing the formation of a General Plan Advisory Committee.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution:

1. Authorizing the execution of a professional services agreement with PlaceWorks, Inc. (PlaceWorks) in an amount not-to-exceed $2,800,000 over a three-year term, to update the Livermore General Plan and Housing Element; and
2. Authorizing the formation of a General Plan Advisory Committee directing staff to prepare necessary materials for recruitment and selection of members.

SUMMARY

On March 1, 2021, the City Council identified the Livermore General Plan and Housing Element Update as a goal and priority for the next two fiscal years. The current General Plan was adopted in 2004 and the current Housing Element was adopted in 2015. Both are in need of a comprehensive update to reflect current data, comply with legislative changes, and address shifts in community preferences and market conditions. On March 29, 2021, the City Council selected PlaceWorks as the consultant team to support staff with the Livermore General Plan and Housing Element Update.

Staff recommends Council authorize the City Manager to execute a professional services agreement with PlaceWorks for the comprehensive General Plan and Housing Element Update and Programmatic Environmental Impact Report. Staff further recommends the Council direct staff to proceed with formation of a General Plan Advisory Committee and direct staff to prepare necessary materials for committee member selection and appointment. The project scope includes formation of a General Plan Advisory Committee (Committee) made up of community members. The purpose of the Committee is to help formulate recommendations for updating General Plan goals and provide a citizen's perspective

regarding a new vision, policies, and programs. The Committee would serve for a limited duration and act as an advisory body to staff, Planning Commission, and the City Council in areas related to the General Plan and its elements.

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 approximately 17 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 supporting data (e.g. traffic and environmental impact studies).

In addition, the Housing Element is one of the state required General Plan Elements; it establishes a policy framework to plan for and provide opportunities for housing development to adequately address the needs and demands of all members of the community. The City adopted its current Housing Element in 2015, and it is set to expire in 2022. The City updates it's Housing Element every seven years with each new Regional Housing Needs Assessment (RHNA) cycle provided by the regional council of governments. Annually, the City provides a progress report to the State Housing and Community Development Department (HCD). Currently, the region is preparing the sixth-cycle RHNA and staff will work with the consultant team to prepare a new Housing Element as part of the General Plan update in compliance with new rules and the upcoming RHNA. Currently, the City's anticipated RHNA requires Livermore to plan for the development of 4,570 new housing units.

Since the last comprehensive General Plan update, and the current Housing Element, 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 Council 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 February 1, 2021, staff issued a Request for Qualifications (RFQ) seeking statements of qualifications from consultants possessing the skills, knowledge, and experience to provide professional planning services for the preparation and adoption of the Livermore General Plan and Housing Element Update. Following the close of the RFQ, 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 March 29, the City Council selected PlaceWorks as the preferred consultant team after a competitive interview process.

DISCUSSION

Since the City Council's selection, staff and PlaceWorks (the project team) have met to develop a scope of work, budget, and schedule. The scope of work includes the following subject categories as described below:

Community Engagement

One of the City Council's identified objectives for the General Plan update process is to foster equity and inclusion through diverse community engagement. Consistent with this objective, the project team will work to effectively and meaningfully engage with underrepresented members of the community by various means and methods throughout the planning process. At the onset, the project team will develop an Equity and Inclusion Plan to ensure a comprehensive community engagement strategy throughout the duration of the General Plan (and Housing Element) Update process. The Equity and Inclusion Plan will include online engagement tools, a project website, attendance at pop-up events, neighborhood and community organization meetings, open houses, youth outreach events, traditional citywide and virtual workshops, and stakeholder interviews and a Community Advisory Committee (see description below). PlaceWorks will provide translation services in written and verbal forms to ensure diverse and inclusive engagement with the community.

Visioning

Early in the General Plan Update, the project team will work with the community to articulate a vision for the General Plan that represents the community's shared values. The project team will conduct community engagement to identify key issues the General Plan Update could address and understand the community's goals and aspirations. An important channel for understanding these topics is a communitywide Visioning Survey, which will be used to identify key issues and learn about the qualities and characteristics Livermore should embody in horizon year 2045.

The project team will then prepare a draft Vision Statement for inclusion in the General Plan Update, which will be based on the ideas articulated through the communitywide visioning survey and public engagement process. The final Vision Statement will incorporate the feedback obtained from the Advisory Committee, Planning Commission, and City Council.

Research and Analysis

The project team will conduct research and analysis that will identify important background information and support the environmental analysis of the General Plan Update. This tasks includes the preparation of technical documents, including an existing conditions report, Baseline Economic and Market Trends Study, Real Estate Development Feasibility Assessment, and General Plan Legislative Audit.

The existing conditions report will include an assessment of the City's current conditions such as land use, utilities, public services, and transportation and circulation. The project team will use recent environmental documents prepared by the City and new research and investigation to develop the report. The report summary will be displayed online in a manner that is easy to review and understand.

The Baseline Economic and Market Study will identify the underlying economic and market context for the Livermore General Plan Update including factors currently affecting Livermore and its role in the region, key competitive attributes, and elements influencing sustainable long-term growth. Further, the Real Estate Development Feasibility Assessment will test the financial feasibility of different development types, consider the potential value of use types relative to development cost, and identify uses that are likely to be developed during the life of the General Plan, as well as uses that may represent more aspirational or longer-term opportunities.

Finally, the project team will conduct a legislative audit; a review of the City's current General Plan in light of applicable State legislation. Since the time of Livermore's last comprehensive General Plan in

2004, California has adopted new laws that affect the organization and content of general plans. The audit will identify updates needed to conform with current state law.

Land Use Alternatives

The project team will develop and evaluate land use alternatives for specific geographic focus areas to explore potential changes to the General Plan land use map over time. Currently, the project team anticipates that some of the City's General Plan land use designations will see only modest changes. An example of areas that will see modest change is residential neighborhoods where the plan could provide policy guidance so that the increase in the diversity of unit types now permitted by State law brings positive change to neighborhoods as this development occurs. Focus areas, on the other hand, will be geographic areas where more substantial modification to existing standards, or a new mix of land use types, may be appropriate.

The project team will create three land use alternatives for each focus area that explore different possible types, locations, and intensities of development, consistent with the vision statement, and adopted or ongoing City efforts, such as the Active Transportation Plan (ATP) and the Climate Action Plan (CAP). In addition, the project team will prepare an evaluation of the relative performance of the land use alternatives regarding: climate change and resilience, public safety and services, equity, housing and population, transportation and mobility, open space, and biological and historic resources. Based on the outcomes of the community engagement process, the project team will create a preferred scenario that reflects input from the community, Committee, Planning Commission, and City Council. Further, the project team will conduct additional analyses to understand infrastructure improvements needed to implement the preferred scenarios, including fiscal impact analysis and funding sources, and financing mechanisms. The preferred scenarios will become the foundation for the updated General Plan land use map and the quantitative analyses in the General Plan Environmental Impact Report.

Policy Development and Evaluation

The project team will evaluate existing General Plan policies and recommend new policies to achieve the 2045 vision as well as reflect Council goals and priorities. The project team will combine the City's existing General Plan goals and policies into a consolidated matrix to evaluate whether they remain relevant, have been accomplished, should be relocated to other planning documents, or should be modified. Subsequently, the project team will recommend new or modified policies that reflect the City's vision going forward, improve clarity, address policy gaps or redundancies, and comply with new State requirements.

The project team will facilitate discussions with the community and the Committee about new and expanded policy topics. Initial areas anticipated for discussion include:

- Arts and Culture
- Circulation, Mobility choices, and Vehicle Miles Traveled (VMT)
- Climate Change and Sustainability
- Equity, Inclusion, and Community Health
- Land Use and Development
- Open Space and Conservation

Prior to compiling the full Draft General Plan, the project team will prepare a complete set of draft goals, objectives, policies, and actions for review and feedback from the Committee, Planning Commission, and City Council.

Housing Element and CEQA compliance

The City currently has a draft RHNA of 4,570 units. The project team will take a systematic approach to updating the Housing Element in concert with the overall General Plan Update and consistent with State requirements.

Initially, the project team will review existing documents, including annual progress reports and new housing legislation, to evaluate the effectiveness and status of existing Livermore Housing Element policies and programs. Concurrently, the project team will prepare a needs analysis using US census and regional planning data, identify housing resources and opportunities, conduct a housing constraints assessment, update goals, policies, and programs and formulate a housing implementation strategy.

In addition, the project team will identify viable sites for future housing units based on underutilized sites analysis, feasible infill sites investigation, and infrastructure analysis. The combined analysis will be used to prepare the required Electronic Housing Element Site Inventory Form, which is a HCD-approved Excel spreadsheet submitted to HCD with the Housing Element. The project team will ensure the updated land inventory includes a surplus of sites so there are no concerns about a no-net-loss situation. The scope of work also includes the development of a monitoring tool to track housing and development over time. The tool will be a new land inventory GIS shapefile with an attribute table containing relevant information to assist staff with tracking and conducting future no net loss analyses (includes Accessor's Parcel Number, address, size, zoning, allowable density, number of housing units anticipated, and anticipated income level(s)). Further, the proposed tool will assist the City in achieving the City's housing goals and policies and comply with the Annual Progress Report requirements.

Based on a new requirement for this cycle, the project team will also prepare an assessment of fair housing practices consistent with Assembly Bill 686. AB 686 requires each city to take actions to address disparities in housing needs and provide access to opportunities and resources. The purpose of the law is to foster inclusive communities to ensure available low income housing sites in high resource areas rather than concentrated in areas of high segregation and poverty.

Finally, the project team will prepare and circulate a Public Draft Housing Element for community review and comment and submit the Draft to HCD for feedback. The project team will incorporate public and HCD comments into a Final Draft Housing Element for review by Planning Commission and City Council adoption. The project team will submit the Final Housing Element to HCD for certification and facilitate ongoing communication throughout the process to incorporate HCD feedback and comments early and often.

Due to the state submittal requirements, the City will need to certify the Housing Element prior to adoption of the General Plan Update (which is a common scenario currently affecting many Bay Area cities). The Housing Element is considered a project under the California Environmental Quality Act (CEQA). Although, the General Plan will include a programmatic Environmental Impact Report (see General Plan Environmental Impact Report task below), it will not be completed prior to the required Housing Element certification date. However, the 2015-2022 Housing Element includes an adopted environmental document. At this time, even with the updated Housing Element and RHNA, the project

team does not anticipate new impacts or mitigations identified in the current environmental document. Therefore, the project team recommends preparing an addendum to the existing 2015-2022 Housing Element environmental document in compliance with the California Environmental Quality Act.

General Plan Document Development

In the latter half of the project schedule, the project team will begin combining the various components of the project into a comprehensive General Plan document. Initially, the project team will prepare a General Plan outline including document format, page layout; figure and policy numbering convention; and graphic display.

Currently, the project team anticipates the updated General Plan will largely follow the same overall outline as the existing General Plan. Because important issues such as equity, environmental justice, community health, and climate change are interrelated with other topics, the project team recommends integrating relevant policies pertaining to each theme into existing elements throughout the document. This approach ensures that these key issue areas will be incorporated into every area of work and development within the City. However, General Plan project scope also provides the flexibility to include some of these issue areas as independent elements if that approach is found to be more appropriate based on community and decision maker feedback.

The project team will prepare a General Plan that meets State legal requirements, is readable and user-friendly, easy to implement, and responds to staff and community needs. The General Plan will provide an integrated, internally consistent statement of the City's goals, objectives, policies and implementation measures. The project team will prepare and present the Draft General Plan for review by the Committee, Planning Commission, and City Council for final adoption and direction. Following the adoption of the General Plan, the project team will prepare and implement an online version of the General Plan.

General Plan Environmental Impact Report

The General Plan update is considered a project under CEQA. Due to the size and scope of the update, the project team will prepare a Programmatic Environmental Impact Report (EIR) evaluating the development and conservation activities into the 2045 horizon year. The EIR will include a project description, setting section, identify any potential impacts, mitigations or avoidance measures, and evaluate feasible project alternatives in accordance with CEQA requirements. Additionally, the project team will conduct required noticing and publication of the Draft EIR for community and public agency review and comment, as well as response to public comments as part of the final EIR. Planning Commission and City Council will review, provide feedback, make necessary findings, and certify the EIR.

Citizens Advisory Committee Formation and Facilitation

The project team recommends the deliverables and work products created as part of the General Plan Update be prepared with input from a Citizen's Advisory Committee (Committee). The project team recommends a Committee appointed by the City Council comprised of a group of approximately 15 community members who represent Livermore's diversity, including ranges in age, race, ethnicity, neighborhood, interests, living situation, employment, and advocacy.

Initially, the project team would draft a mission statement for, and with, the Committee. Similar to the Downtown Steering Committee, the project team will educate and provide information to the Committee regarding the technical issues influencing the General Plan Update. With a foundational understanding in place, the Committee would be prepared to review and provide feedback on work products, serve as liaisons to the broader community, and advise the project team on effective outreach and engagement.

The project team does not recommend considering the Committee a decision-making body. The City Council should remain responsible for final direction regarding General Plan content and adoption of the General Plan. Rather, the Committee would be a vehicle to obtain community input and perspectives throughout the planning process. Therefore, the project team recommends Committee meetings be inclusive and public, follow standard noticing requirements, and invite comments from the larger community to have fruitful discussion about topics that could be addressed in the General Plan update.

If directed by Council, the project team anticipates facilitating approximately 24 Committee meetings over the course of the General Plan Update, approximately monthly and/or at key milestones, with some months off during intensive project team work periods. The project team recommends the Committee review an outreach strategy at the initiation of each major project phase. The strategy would include the number and topic of each Committee meeting within that phase, and allow flexibility to adapt the meeting schedule if issue areas arise where additional information or discussion may be needed. In addition to facilitating the Committee meetings, PlaceWorks will attend up to 12 meetings or study sessions of the City Council and/or Planning Commission, separate from the General Plan and Housing Element adoption hearings. This will ensure a continuous feedback loop throughout the update process. Staff also anticipates preparing interim status updates to the Planning Commission and the City Council that PlaceWorks will not attend.

Staff recommends Council authorize formation of the General Plan Advisory Committee. Based on Council direction, staff will return to Council at a future meeting with a proposed recruitment and selection process and and draft rules of procedure for the Committee.

ENVIRONMENTAL DETERMINATION

Authorization to execute a professional services contract and form an Advisory Committee 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.

FISCAL AND ADMINISTRATIVE IMPACTS

Allocation of City staff time and utilizing existing staff resources would be necessary in order to administer the consultant agreement, participate in the document review, research and analysis, and community outreach. The proposed professional services agreement, in an amount not to exceed $2,800,000, is 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.

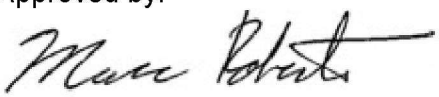
ATTACHMENTS

1. Resolution

2. Exhibit A - Professional Services Agreement with PlaceWorks

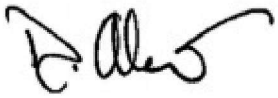
Prepared by: Andy Ross
Senior Planner

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Douglas Alessio
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LIVERMORE AND PLACEWORKS, INC. FOR THE GENERAL PLAN UPDATE TO INCREASE THE SCOPE OF WORK AND THE NOT-TO-EXCEED AMOUNT FROM $2,800,000 TO $3,026,000, AND EXTEND THE TERM OF THE AGREEMENT TO DECEMBER 31, 2025

On March 1, 2021, the City Council identified the Livermore General Plan and Housing Element Update as a goal and priority.

The current General Plan was adopted in 2004 and is in need of a comprehensive update to reflect current data, comply with State legislative changes, and address changes in community preferences and market conditions.

City of Livermore ("City") staff require a consultant to update the Livermore General Plan, engage with the Community, and prepare Environmental Impact Report.

On June 28, 2021, the City Council authorized the City Manager to execute a professional services agreement with PlaceWorks, Inc., in an amount not-to-exceed $2,800,000 to update the Livermore General Plan and Housing Element.

The project team has completed approximately 50% of the General Plan Update work program, including visioning, research and analysis and the development of existing conditions reports, a State certified Housing Element, and the preparation and evaluation of various future land use alternatives.

Due to the complexity and duration of the project, City staff have recommended a First Amendment to the Agreement. Staff has prepared a First Amendment to the professional services agreement to increase the scope of work and compensation, and extend the term of the agreement, attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that it hereby authorizes the City Manager to execute a First Amendment to a professional services agreement with PlaceWorks, Inc. for the General Plan Update, to increase the scope of work and the not-to-exceed amount from $2,800,000 to $3,026,000, and extend the term of the agreement to December 31, 2025, attached hereto as Exhibit A.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 23, 2023 by the following vote:

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

ATTEST:

_____
Marie Weber
Deputy City Manager/City Clerk

APPROVED AS TO FORM:

/s/ Kimberly Cilley
Kimberly Cilley
Senior Assistant City Attorney

Exhibit A – First Amendment to Professional Services Agreement with PlaceWorks, Inc. for Livermore General Plan Update

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FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT is made and entered into this ____ day of _____, 2023, by and between the City of Livermore ("City"), a municipal corporation, and PlaceWorks, Inc. ("Consultant"), a California corporation.

RECITALS

On June 29, 2021, City and Consultant entered into an agreement for Consultant to provide professional planning services to City ("Original Agreement"). Section 23 of the Original Agreement requires that any modifications to it must be in writing and signed by the parties.

City and Consultant desire to amend the Original Agreement to increase the scope of work and compensation, to extend the term of the agreement to December 31, 2025, and to increase the insurance limit requirements. This is the first amendment to the Original Agreement.

AGREEMENT

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

1. The Original Agreement is amended as follows:

   A. Section 3 of the Original Agreement is amended to read as follows:

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

      Land use and transportation planning, housing, urban design, community engagement services, research and analysis, and preparation of documents, graphic and other deliverables, in the development of comprehensive update to the Livermore General Plan including Updated Housing Element. In addition, the consultant team will conduct environmental analysis of the completed General Plan draft and produce an environmental impact report (EIR) in compliance with CEQA.

      Exhibit A to the First Amendment shall replace in its entirety Exhibit A to the Original Agreement.

   B. Section 5(a) of the Original Agreement is amended to read as follows:

      Compensation and Payment. The total compensation payable by City to

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Consultant for the Services **SHALL NOT EXCEED** the sum of $3,026,000 ("not-to-exceed amount").

1. The compensation payable by the City to Consultant for the services required by Exhibit A to the Original Agreement SHALL NOT EXCEED $2,800,000.
2. The compensation payable by the City to Consultant for the Services required by Exhibit A to the First Amendment SHALL NOT EXCEED $226,000.

City shall compensate Consultant for the Services rendered at the hourly rates, task amounts or travel expenses set forth in Exhibit "A" to the First Amendment 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.

C. Section 12 of the Original Agreement is amended to read as follows:

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” to the First Amendment 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.

Exhibit B to the First Amendment shall replace in its entirety Exhibit B to the Original Agreement.

D. Section 6 of the Original Agreement is amended to read as follows:

Term. The term of this Agreement commences on July 1, 2021, and terminates upon the completion of the Services or December 31, 2025, whichever occurs first.

2. These amendments are prospective and only apply to the Services rendered by Consultant after the execution of this Amendment. Unless otherwise stated herein, this Amendment does not relieve the parties of the terms and conditions of the Original Agreement as written and in effect at the time the Services were rendered.

3. Except as amended above, the Original Agreement remains in full force and effect.

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:
Joanna Jansen
9AA2AEA74C274C5...

10/16/2023 | 5:27 PM PDT

Joanna Jansen
Managing Principal

CITY OF LIVERMORE: **Dated:**

Marianna Marysheva
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Kimberly Gilley
6F91ED97FD5B451...

Senior Assistant City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
A3F7D34BB0A748A...

Risk Manager/Analyst

Exhibit A Scope of Work
Exhibit B Insurance Requirements

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EXHIBIT A

CONTRACT MODIFICATION #1: SCOPE OF WORK AND COSTS

This exhibit describes the amended scope of services, schedule, products, and meetings for the General Plan Update, Housing Element Update, and Environmental Impact Report (EIR) to be conducted by PlaceWorks for the City of Livermore (City) in cooperation with EPS, Kittelson, GPA Consulting, Archeo-Tec, WRA Inc. Robert Becker, and FM3 Research. This document includes the following sections:

- Scope of Services - Describes the project work program.
- Schedule - Identifies the overall schedule for the project.
- Costs - Details the project budget by task and subtask.
- Assumptions - Describes the assumptions used to develop the scope of work.

SCOPE OF SERVICES

This section describes the scope of services to be completed by the PlaceWorks team for the Livermore General Plan Update, Housing Element Update, and EIR.

A summary of the work program is presented in Table 1.

TABLE 1 WORK PROGRAM SUMMARY

Task 1: Community Engagement and Citizens Advisory Committee Facilitation	
1.1 Equity and Inclusion Plan	1.8 Planning Commission and City Council Meetings
1.2 Branding	1.9 CBO Coordination
1.3 Documentary Art Project	1.10 Support City Staff Outreach Efforts
1.4 Citizens Advisory Committee Facilitation	1.11 Tribal Consultation
1.5 Community Events	1.12 Website
1.6 Citywide Workshops	1.13 Online Engagement
1.7 Stakeholder Interviews	1.14 Translation
Task 2: Visioning	
2.1 Visioning Outreach Strategy	2.3 Draft General Plan Vision Statement
2.2 Communitywide Visioning Survey	2.4 Final General Plan Vision Statement
Task 3: Research and Analysis	
3.1 Existing Conditions Reports	3.4 Existing Conditions Executive Summary Document and Online Story Map
3.2 Baseline Economic and Market Trends	
3.3 Real Estate Development Feasibility Assessment	3.5 General Plan Legislative Audit
Task 4: Land Use Alternatives	
4.1 Alternatives Outreach Strategy	4.5 Alternatives Evaluation
4.2 Confirm Focus Areas	4.6 Preferred Scenario Creation
4.3 Property Owner Meetings	4.7 Preferred Scenario Implementation
4.4 Draft Land Use Alternatives	4.8 Transportation Impact Analysis Guidelines
Task 5: Policy Development and Evaluation	
5.1 Policy Development and Outreach Strategy	5.4 Draft Goals, Policies, and Actions
5.2 Existing General Plan Policy Matrix	5.5 Land Use Map Update
5.3 Policy Options and Recommendations	

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TABLE 1 WORK PROGRAM SUMMARY	
Task 6: Housing Element and CEQA	
6.1 Housing Element Project Management and Initiation 6.2 Housing Element Outreach 6.3 Document Review 6.4 Review of Previous Housing Element Programs 6.5 Land Inventory 6.6 Housing Needs Assessment Document 6.7 Housing Constraints	6.8 Housing Goals, Policies, and Quantified Objectives 6.9 Administrative Draft Housing Element 6.10 Public Review Draft Housing Element 6.11 Adopted Final Housing Element 6.12 Housing Element CEQA 6.13 HCD Review 6.14 Land Inventory GIS Tracking Tool
Task 7: General Plan	
7.1 General Plan Outreach Strategy 7.2 General Plan Outline and Format	7.3 Administrative Draft General Plan 7.4 Draft General Plan
Task 8: General Plan EIR	
8.1 Notice of Preparation and Scoping Session 8.2 2045 Horizon Year General Plan Projections 8.3 Thresholds of Significance Memorandum 8.4 EIR Introduction and Project Description 8.5 Setting, Impacts, and Mitigation Measures 8.6 Alternatives and CEQA-Required Findings	8.7 Administrative Draft EIR 8.8 Screencheck Draft EIR 8.9 Public Draft EIR and Notices 8.10 Administrative Final EIR 8.11 Screencheck Final EIR 8.12 Public Final EIR 8.13 Mitigation Monitoring or Reporting Program 8.14 Findings of Fact 8.15 Notice of Determination
Task 9: Adoption and Final Documents	
9.1 Certification and Adoption Hearings	9.2 Final General Plan and Online General Plan
Task 10: Ongoing Project Management	
10.1 TAC Coordination 10.2 Staff Meetings and Communication	10.3 Administrative Record

Task 1. Community Engagement and Citizens Advisory Committee Facilitation

Authentic and inclusive community engagement will be essential throughout the General Plan Update. To ensure that engagement is effective and subject to continuous improvement, a range of engagement tasks and approaches are presented so that we can deploy them flexibly in each step of the process and adapt as the process evolves.

1.1 Equity and Inclusion Plan

At the outset of the General Plan Update, PlaceWorks will draft an Equity and Inclusion Plan with concrete data and tasks to foster inclusive and equitable engagement throughout the project. This plan will include:

- Timeline for General Plan Update completion and anticipated major milestones
- Baseline data on and understanding of existing inequities and disparities in Livermore
- Explanation of why the General Plan deserves the time and energy of community members and explanation of how community input will be used in each phase

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- City objectives in engaging the community and key messages the General Plan team expect to share with the community
- Goals of major tasks or milestones: To inform, consult, involve, collaborate, or empower, based on the International Association for Public Participation (IAP2) "Spectrum of Public Participation"
- Constraints on public influence, such as legal or fiscal parameters that preclude the Council from taking actions that are illegal or exceed the City's resources
- Identification of under-represented communities, both in Livermore and community members who have not been heard from in past engagement and outreach efforts; PlaceWorks will utilize work from the Equity and Inclusion Subcommittee (and Housing subgroup) to inform this research; communities will be identified by demographics and geography
- Identification of barriers to participation, including language, location accessibility, digital accessibility, time of day, childcare, transportation, and historic mistrust, (income level and or employment status)and strategies to remove these barriers
- Multiple specific methods for engagement, both in person and virtual
- List of and contact information for a diverse range of community-based organization (CBO) partners with established relationships in under-represented communities
- Consultant, City staff, and CBO roles in engagement and communication, including communication and relationship-building as part of other City events and activities
- Methods for collecting and tracking demographic data about participants in the General Plan Update process
- Methods for reporting back to participants how their input is being used
- Ideas for capacity-building of individuals and CBOs to foster ongoing engagement in General Plan implementation and City decision-making after the General Plan is adopted

The equity and inclusion plan will be a living document that is refined and improved as we consult with community members and CBOs and learn what methods are and are not effective. We anticipate reviewing and refining the initial iteration of the equity and inclusion plan with community members, the City Council Equity and Inclusion Subcommittee (if still a convened Subcommittee), the Citizens Advisory Committee (CAC), and the City Council near the outset of the process. Prior to public review of the plan, PlaceWorks will prepare an administrative draft for City review and will incorporate comments into the public review draft plan.

1.2 Branding

PlaceWorks will develop a General Plan Update branding package, to include a project name, color palette, typography, and graphics that are appealing and accessible to the Livermore community. The branding will reflect values of diversity and inclusivity. This branding will then be used on the General Plan Update website, outreach materials, meeting materials, and ultimately the Plan itself, including text, tables, and figures. The branding package will be submitted to City staff for one round of review and comment before being finalized and deployed.

1.3 Documentary Art Project

PlaceWorks will coordinate closely with City staff to incorporate the work of one or more local artists and/or documentarians throughout the General Plan Update and in the final Plan (document) itself. The media and outcomes of the documentary art project will be determined in concert with the selected artist(s) and could include photographs, videos, and/or audio to be presented online only and/or exhibited in local museums, Downtown storefronts, or other physical venues. The goal of

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the art project will be to highlight the rich diversity and shared humanity of Livermore's residents and how General Plan topics like housing, health, mobility, and equity affect their lives. Work generated through this effort will be subject to adopted City public art policies regarding editorial control, ownership, and other issues.

1.4 Citizens Advisory Committee Facilitation

Work on the General Plan Update will be informed by the CAC. The CAC will be a group of approximately 15 community members who represent the diversity of the Livermore community, including ranges in age, race, ethnicity, neighborhood, ability, living situation, employment, and advocacy. The PlaceWorks team and City staff will work together to educate and provide information to the CAC regarding the technical issues influencing the General Plan Update. The CAC will review and provide feedback on work products, serve as liaisons between the team and the community, and advise the team on effective outreach and engagement. The CAC is not a decision-making body; the City Council will be responsible for final direction regarding General Plan content and adoption of the General Plan.

PlaceWorks will draft a purpose statement, the document that identifies the CAC's role and purpose, for the CAC for City staff to review and finalize. This scope assumes that City staff and City Council will be responsible for forming the CAC.

PlaceWorks will prepare for and facilitate up to 30 meetings of the CAC over the course of the General Plan Update, approximately monthly, with some months off during intensive consultant and staff work periods. PlaceWorks will work with City staff at the initiation of each major task to develop an outreach strategy, including the number and topic of each CAC meeting within that phase, allowing for flexibility to adapt to requests from the CAC and to respond as issues arise, as appropriate. In consultation with City staff, PlaceWorks will complete the following prior to each meeting:

- Conduct a pre-meeting conference call with City staff to prepare for the meeting
- Prepare a meeting agenda, presentation, and other documents pertinent to agenda items (technical memos, reports etc) subject to review and approval by city staff
- Advertise the meeting through the General Plan website and email list

City staff will be responsible for the CAC public noticing requirements if required by the Brown Act.

PlaceWorks Principal in Charge and Project Manager will attend all meetings of the CAC that require PlaceWorks support. City staff may choose to hold informational or educational CAC meetings without PlaceWorks in attendance. PlaceWorks staff will support the CAC chair or co-chairs in facilitating CAC discussion and consensus-building. PlaceWorks will also provide technical support to the CAC as needed.

Following each meeting, PlaceWorks will prepare action minutes for review by City staff, post these to the website, and distribute them to the CAC at the following meeting.

1.5 Community Events

Newcomers to the planning process, non-English speakers, and others may be intimidated by large workshops and formal public hearings, while participants who are comfortable in these spaces and familiar with planning jargon continue to participate. Therefore, to encourage participation from the broadest possible spectrum of Livermore residents, General Plan Update input events will be held, where possible, as part of existing events, activities, and meetings that residents are already likely to attend. They will also be well-coordinated with other City engagement activities to reduce conflict and duplication. This scope includes PlaceWorks preparation of materials for and attendance at up to 12 community events to raise awareness about the General Plan Update and gather input. The timing of these events and the goals of engagement at each event will be determined in collaboration with City staff.

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These events can take one of several formats. Any events targeting the Spanish-speaking community will be conducted with one Spanish-speaking PlaceWorks staff and Spanish language materials. PlaceWorks will also provide written materials in additional languages as directed by City staff.

- Pop-up events are smaller, often outdoor events designed for a two-way flow of information between a facilitator and the public. These events occur in familiar, comfortable settings, and participants can choose how much time to spend engaging. Pop-up events might take place before or after worship services, social service locations, at culturally specific markets, or at larger community celebrations like the Livermore Rodeo, Hispanic Heritage Day, and the Farmers' Market. Pop-up events are typically designed to happen at or around a single table, with visuals, maps, and/or handheld surveys that simply and quickly convey concepts and allow easy and fun but still useful community input. Like workshops, pop-ups are face-to-face events that may be restricted due to public health concerns.
- At neighborhood or community organization meetings, the General Plan team would coordinate with the organizations to attend a regular meeting. Team members would offer a presentation and facilitated discussion, as well as additional information on opportunities for involvement.
- Self-guided open houses could be installed at the Library, City Hall, or other venues and could feature posters or other graphics to explain the project. These events can be up for days or weeks and allow people to explore the information at their own pace and without face-to-face contact. They are best for informing rather than gathering feedback or making decisions.
- Youth outreach could include art projects, youth-only, or youth-led workshops and small group discussions. These events are usually most effectively coordinated through local schools and/or recreation service providers. Teachers may make participation a requirement (e.g., for a high school social science class) or offer extra credit for students who participate.

1.6 Citywide Workshops

Although it is important to recognize that community workshops may not be a comfortable form of engagement for all residents, they remain a well-established tool for extended conversations and consensus building, and workshops have served past Livermore planning efforts well. Over the course of the project, we anticipate up to 6 in person community workshops. Workshops are opportunities to engage the public on different topics and in different neighborhoods, using a variety of interactive strategies. In order to provide maximum flexibility and convenience for community members, and to anticipate potential public health concerns, this task also includes up to 6 virtual workshops. Virtual workshops will likely be conducted using common tools such as Zoom and can also be broadcast over accessible platforms such as Facebook Live.

Preliminarily, we expect to hold workshops at four key points in the process: (1) to create the Vision; (2) to obtain input about the land use alternatives; (3) to present the preferred scenario; and (4) to present and receive comments on the Draft General Plan. The format of each workshop will be tailored to the relevant milestone. Workshops most often include a presentation of material, a question-and-answer period, and a small group breakout time for facilitated discussion and exercises. The PlaceWorks Principal-in-Charge will be the lead facilitator for all workshops. PlaceWorks will also provide up to three small group facilitators for each workshop, one of whom will be a Spanish speaker. Prior to the event, PlaceWorks will provide a facilitator training for City staff to support respectful and productive discussions.

To support equitable participation, PlaceWorks recommends that the City provide on-site childcare, water, and a healthy snack at each workshop, and that these be advertised prior to the event. PlaceWorks staff can bring food and supplies and can provide materials for the children's activity in addition to workshop materials.

PlaceWorks will also coordinate simultaneous interpretation and provide translation of all workshop materials into Spanish, as appropriate.

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1.7 Stakeholder Interviews

EPS will coordinate with the City to select a diverse roster of stakeholders representing various perspectives on economic development in Livermore and demographics. This group likely will include local employers, business leaders, real estate experts, community group representatives, Planning Commission, and City Council, as appropriate. The stakeholders will provide insight on opportunities and constraints and exploring potential economic development strategies. EPS will conduct up to 12 one-hour interviews, one-on-one or in groups, in person, during a two-day visit to Livermore, as well as by phone if needed.

1.8 Planning Commission and City Council Meetings

PlaceWorks will attend up to 12 meetings or study sessions of the City Council and/or Planning Commission, separate from the adoption hearings. We will also support City staff in preparing for interim status updates to the Council and Planning Commission that PlaceWorks does not attend. This task does not include research to respond to requests for information or memoranda addressing topics or tasks that are not part of the General Plan scope of work.

1.9 Community-Based Organization Coordination

PlaceWorks recommends that the City identify up to three local CBOs to partner with throughout the General Plan Update. The CBO will be compensated and could be part of the PlaceWorks contract or directly under contract to the City. Preliminarily, we anticipate that the role of the CBO would include supporting culturally targeted and/or multilingual outreach efforts; serving as "ambassadors" between the General Plan team and community members; vetting background data and technical analyses to ensure they reflect and are understandable by community members; and providing input on goals, policies, and actions. Ideally, the CBO should be experienced in outreach and program implementation in Livermore and should be based on or connected to specific under-represented neighborhoods or populations.

As part of identifying and selecting the CBO, City staff and PlaceWorks will work with the CBO to clearly define roles and responsibilities, commitments, capacity, timelines, and deliverables.

1.10 Support City Staff Outreach Efforts

City staff may conduct outreach without PlaceWorks' in-person participation. For example, staff may conduct additional CAC meetings, neighborhood meetings, or pop-up events; give interviews to local media outlets; create social media postings; and operate the Plan Van at various events and locations. This task will cover incidental support from PlaceWorks in preparing or updating materials and coordinating logistics. This task does not include attendance at these events. PlaceWorks staff will not operate the Plan Van.

1.11 Tribal Consultation

Archeo-Tec will assist City staff with tribal consultation consistent with Assembly Bill (AB) 52 and Senate Bill (SB) 18 by obtaining a list of current contact information for Native American groups and individuals with an interest in the city from the Native American Heritage Commission (NAHC). Archeo-Tec will assist in submitting draft SB 18 notification letters to identified groups and individuals, document any responses, and identify any critical path items that emerge during consultation. Archeo-Tec will track which tribes were notified and their responses to ensure compliance with AB 52 timelines. PlaceWorks and Archeo-Tec will also be available to provide support to the City in conducting any needed government-to-government consultation and responding to tribal requests.

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1.12 Website

PlaceWorks will create and maintain a website for the General Plan Update. The website will include basic information about the project, including an explanation of what a General Plan is, a description of the update process, project updates as major milestones are achieved, and links to other relevant City efforts and departments. PlaceWorks will prepare a mock-up of the website for City review and approval prior to building the website. PlaceWorks will share the draft website with the City and incorporate staff comments prior to making the website live.

The website will include information about community events, CAC meetings, and Planning Commission and City Council meetings on the General Plan Update. It will provide access to online surveys and interactive exercises. Public review draft documents will be posted in PDF format on the website and/or linked to as interactive Esri-based websites. PlaceWorks staff will be responsible for creating, managing, and updating the website, including PDF files made available for downloading while under contract with the City. This scope assumes approximately two hours per month for ongoing updates and website posts; it does not include significant redesign or restructuring of the website after it is launched. Upon completion of the project, PlaceWorks will transfer management of the website to the City.

1.13 Online Engagement

As a complement to physical materials and face-to-face outreach, PlaceWorks will use a range of proprietary and off-the-shelf tools to engage community members using digital technology to enable people to participate in the General Plan Update process whenever it is convenient for them. The digital engagement strategy will include a range of tools, including online surveys, prioritization exercises, map-based tools, and other approaches, at up to five key points in the process. Online engagement campaigns will most likely be timed prior to, during, and following community workshops. These tools will provide transparency and connect the Livermore community to the update process without constraints on the time, place, or method of public input. PlaceWorks will develop up to four individual online engagement tools. Online engagement tools will be accessible by mobile phone and address digital barriers identified in the Equity and Inclusion Plan.

1.14 Translation

PlaceWorks will prepare meeting notices, meeting materials, the project website, and other written materials as appropriate, in both English and Spanish, as well as additional languages including Simplified Chinese and Farsi, if needed. Community workshops facilitated in English will offer translation services and some workshops, meetings, and events, will be conducted exclusively in Spanish, with English translation available. PlaceWorks and City staff who are fluent in Spanish will work with professional interpreters to provide translation during meetings and workshops. This task does not anticipate the full translation of major work products such as the General Plan itself. This scope of work includes $9,000 for the translation of written materials.

Task 2. Visioning

One of the first tasks for the General Plan Update will be to articulate a new vision for inclusion in the General Plan Update. This vision should be no more than two pages long, and it should capture all of the key issues already identified through the visioning community engagement process with equity and justice at the core.

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2.1 Visioning Outreach Strategy

At the outset of the visioning task, PlaceWorks will work closely with City staff to draft and refine an outreach strategy to ensure that the vision is based on broad and robust community engagement. The outreach strategy will specify which of the CAC meetings, Community Events, Citywide Workshops, and Planning Commission and City Council meetings described in Task 1 will occur during this task. The goals of the visioning outreach strategy will be to:

- Identify key issues the community would like the General Plan Update to address.
- Understand the community's goals and aspirations for Livermore and how they envision Livermore in 2045.
- Build interest and support for the General Plan Update during these initial outreach meetings of the project.

PlaceWorks will prepare an administrative and final draft of the visioning outreach strategy.

2.2 Communitywide Visioning Survey

FM3 Research will develop and implement a communitywide, statistically valid survey to get feedback on the key issues the General Plan should address and ask the community about the qualities and characteristics Livermore should embody in 2045. FM3 will review the National Community Survey (NCS™) and other recent and ongoing City surveys to avoid redundancy in questions. The PlaceWorks team will submit a draft and screencheck version of the survey for City review and comment prior to the release of the survey. The survey will be conducted via telephone and through an online survey form in English and Spanish. The survey sample size will include 400 respondents (margin of error +/- 4.9 percent), representative of the City's four Council districts OR the same five subareas used in the NCS™: central, northeast, northwest, southeast, and southwest. In addition, FM3 will establish demographic quotas that match the adult population of Livermore based on the most recent Census or American Community Survey (ACS) data. The City will provide FM3 with the list of residential addresses, which will include the unit numbers for multi-unit buildings. FM3 will provide the following upon completion of the survey:

- A questionnaire with the topline results of the survey for easy reference.
- A complete set of crosstabs in an easy-to-read, comprehensive format.
- Verbatim responses to any open-ended questions.
- A complete analysis of survey results in PowerPoint.
- A presentation of the survey results.

2.3 Draft General Plan Vision Statement

PlaceWorks will draft a Vision Statement for inclusion in the General Plan Update, which will be based on the ideas articulated through the communitywide visioning survey and public engagement process. PlaceWorks will prepare an administrative, screencheck, and final Draft Vision Statement.

2.4 Final General Plan Vision Statement

PlaceWorks will incorporate the feedback from the CAC and Planning Commission and City Council direction into the Final General Plan Vision Statement.

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Task 3. Research and Analysis

In this task, the PlaceWorks team will conduct research and analysis that will inform the community discussion of key issues and the environmental analysis of the General Plan Update.

3.1 Existing Conditions Reports

The PlaceWorks team will use recent environmental documents prepared by the City, as well as limited new reconnaissance, to provide a key understanding of the existing conditions in Livermore. PlaceWorks will prepare administrative, screencheck and public review drafts of these reports including technical appendices. Topics to be addressed include:

- Aesthetics. PlaceWorks will describe the physical form of development in Livermore and the unique design characteristics of development in different areas of the community.
- Agriculture and Forestry Resources. PlaceWorks will document existing agricultural and forestry resources including potential agricultural pests and diseases that could become more prevalent because of climate change.
- Air Quality and Greenhouse Gas Emissions.. PlaceWorks will describe the existing air quality setting, including greenhouse gas (GHG) emissions inventory in Livermore. The GHG emissions setting will include a summary of the City's baseline and current year inventories and a summary of the City's climate action effort, as presented in the updated Climate Action Plan. PlaceWorks will update past inventories as needed to include new data prepared for this General Plan Update, including updated vehicle-miles of travel (VMT), emissions factors, land use changes, and sequestration benefits.
- Climate Change and Resilience. PlaceWorks will describe the regulatory framework aimed at reducing the impacts of climate change and discuss the potential effects climate change could have on the General Plan. PlaceWorks will also review the Vulnerability Assessment from the Climate Action Plan (CAP) and Tri-Valley Hazard Mitigation Plan and update the analysis as needed.
- Biological Resources. WRA, Inc. will describe biological and wetland resources in the planning area. The report will provide information on vegetation types, wildlife habitat, potential for special-status species and jurisdictional wetlands, and any other important biotic features.
- Circulation. Kittelson will describe the existing circulation system in Livermore, including existing (2021) traffic volumes and intersection level of service (LOS), transit systems, and existing and planned bicycle and pedestrian systems. As part of this report, Kittelson will compile available intersection turn-movement and street segment counts, freeway and ramp traffic counts from the California Department of Transportation (Caltrans), and planned and proposed transportation improvements. Kittelson will collect up to 45 intersection traffic counts (AM and PM two-hour peak periods) and 40 automatic street segment counts (48-hour) during fall of 2021 (or when it is determined that traffic levels return to pre-COVID levels). Approximately half of the intersection counts will also include directional bicycle and pedestrian counts. Kittelson will summarize the count data and compare to prior traffic counts, and coordinate with City staff to determine if adjustment factors need to be applied to the 2021 counts to represent more "typical" traffic conditions. Kittelson will also compile crash data to identify priority locations for vehicle, bicycle, and pedestrian safety issues. As part of this task, Kittelson will update or develop a citywide intersection analysis tool (Synchro or Vistro software) to evaluate AM and PM peak-hour traffic operations at up to 45 study intersections. Signal timing information will be obtained from the City or Caltrans, as appropriate. Kittelson will conduct field review of peak-hour intersection operations to identify queuing or other issues that may require adjustments to the standard Highway Capacity Manual analysis methods. The existing intersection operations results will be reported and verified with City staff to ensure that they are representative of observed conditions.

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- Cultural Resources and Tribal Cultural Resources. GPA Consulting and Archeo-Tec will describe existing known archaeological and historic built resources and will describe these resources using the categories established in the Historic Context Statement, tribal cultural resources, and other cultural resources.
- Geology and Soils. PlaceWorks will describe potential geological hazards, including earthquake faults, groundshaking, liquefaction, landslides, and erosion.
- Hazards and Hazardous Materials. PlaceWorks will describe hazardous materials sites listed on federal, state, and local regulatory agency databases in the city and describe hazards associated with these sites. This section will also address safety hazards related to aviation activities associated with the city's airport, and emergency preparedness.
- Hydrology and Water Quality. PlaceWorks will describe existing hydrology and water quality conditions, including the hydrologic setting, stormwater drainage characteristics, water quality data (both surface and groundwater), local receiving water bodies, pollutants of concern based on changes in land use, and flooding hazards.
- Land Use and Planning and Environmental Justice. PlaceWorks will document existing land uses and describe plans and regulations that govern land use decisions. This chapter will also explain the new requirements for General Plans to address environmental justice under SB 1000 and introduce topics such as pollution exposure, air quality, public facilities, food access, safe and sanitary homes, physical activity, civil engagement, and infrastructure investments. It will also show preliminary maps of disadvantaged communities relative to the Livermore context and discuss exposure levels to pollution sources. The boundaries of these communities are likely to be revised over the course of the project based on ongoing research and public input.
- Noise and Vibration. PlaceWorks will describe the existing noise setting and sources in Livermore.
- Equity and Community Health. PlaceWorks will describe the vulnerable populations in Livermore including children, seniors, seniors living alone, cost-burdened households, overcrowded households, homeless people, low-income households, households in poverty, disabled people, non-English speakers, people without a car, and outdoor workers. In addition, PlaceWorks will describe the current community health statistics, discuss active transportation options, and address the age-friendliness of the city, including factors that influence the health and quality of life of older adults.
- Public Services and Recreation. PlaceWorks will describe public services, including fire and emergency medical services, police services, schools, libraries, the airport, as well existing park and recreation facilities like the Las Positas Golf Course.
- Utilities and Service Systems. BKF will assess the capacity of and condition of the local water supply and distribution, wastewater conveyance and treatment, and storm drainage systems based on the latest available information. Existing conditions information will include narrative descriptions of capacity and potential deficiencies, as well as tabular summaries of infrastructure capacity and needs. BKF will contact any outside agencies and school districts to document their assessment of infrastructure related to the City's General Plan Update effort.
- Wildfire. PlaceWorks will describe wildfire risk to Livermore, identifying exacerbated risks from changes to the natural landscape and infrastructure. This section will summarize the recommendations from the Tri Valley Hazard Mitigation Plan as it relates to wildfire and identify conflicts with existing California and local emergency response plans and emergency evacuation plans and assess vulnerable populations at higher wildfire risk as a result of runoff, poor air quality, post-fire slope instability, or drainage issues.

3.2 Baseline Economic and Market Trends

EPS will assess the underlying economic and market context for the Livermore General Plan Update. The technical analysis will cover key demographic, economic, and real estate factors affecting Livermore and its role in the Tri-Valley and the broader region. The goal will be to identify the strengths of the local economy, key competitive attributes and positioning, and challenges and opportunities influencing sustainable long-term growth that might be addressed by the General Plan Update. As part of this analysis, EPS will evaluate:

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- Socioeconomic trends
- Major economic drivers and business trends
- Real estate market trends

EPS will synthesize the City's primary economic strengths, weaknesses, opportunities, and threats (i.e., SWOT assessment). This effort will organize the City's economic context and local stakeholder input to identify relevant economic development considerations. The SWOT review will offer a digestible overview of economic development potential and will guide both the creation of the land use alternatives and the development of goals, policies, and actions.

EPS will prepare an administrative, screencheck, and public review draft of the Baseline and Economic Market Trends report.

3.3 Real Estate Development Feasibility Assessment

EPS will test the financial feasibility of up to five distinct real estate development prototypes in Livermore to identify uses that are likely to be developed during the life of the General Plan, as well as uses that may represent more aspirational or longer-term opportunities. Feasibility testing will rely on a static (i.e., stabilized year) financial pro forma financial model that considers the potential value of the prototype relative to its development cost. The analysis will provide a high-level screening of land use types to focus the alternatives creation in Task 4 on those land uses that are most likely to be realistic. EPS will rely on the City to provide key data concerning development permitting costs, applicable fees, and connection charges.

If the analysis finds that particular development protypes sought by the community are found to be marginally infeasible, EPS will identify potential strategies for addressing the value shortfall as part of the fiscal evaluation of the preferred scenario.

EPS will prepare an administrative, screencheck, and public review draft of the Real Estate Development Feasibility Assessment report.

3.4 Existing Conditions Executive Summary and Online Story Map

PlaceWorks will create an Executive Summary of the existing conditions information that will have land use and policy implications for the General Plan Update. PlaceWorks will create a graphic-rich document that distills the information in an easy-to-understand format, such as a poster or booklet. PlaceWorks will prepare an administrative, screencheck, and final draft Executive Summary.

PlaceWorks will also prepare an online version of the Executive Summary. This web-based application will present the content of the Executive Summary through interactive text, maps, and graphics.

3.5 General Plan Legislative Audit

The City of Livermore's General Plan was last comprehensively updated in 2004. Since that time, California has adopted several laws that affect content and process for general plans. The City has adopted some targeted updates to some of the General Plan elements since they were originally adopted, so some State mandates have been fulfilled.

PlaceWorks will review the City's current General Plan in light of applicable State legislation and prepare a memorandum identifying updates needed to bring the General Plan into conformance with current law. PlaceWorks will also prepare a summary matrix of this analysis that identifies the legislative requirement and what update will be required to the General

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Plan. PlaceWorks will prepare an administrative, screencheck, and final draft of the General Plan Legislative Audit memorandum.

Task 4. Land Use Alternatives

In this task, the team will develop land use alternatives for specific focus areas within Livermore to explore potential changes to the General Plan land use map. We understand that, for many parts of Livermore, the General Plan land use designations remain valid and appropriate and are not expected to change substantially. This task will focus on targeted areas where transformation is expected or desired.

4.1 Alternatives Outreach Strategy

At the outset of the alternatives task, PlaceWorks will work closely with City staff and the CAC to draft and refine an outreach strategy covering community engagement throughout the land use alternatives creation and evaluation process, including supporting materials. The two major community decision points during this task will be:

- Reviewing the draft land use alternatives
- Reviewing the alternatives evaluation findings and crafting the preferred scenario

PlaceWorks will prepare an administrative and final draft of the land use alternatives outreach strategy.

4.2 Confirm Focus Areas

The PlaceWorks team will work with City staff to identify targeted areas of Livermore that are most likely to change over the life of the General Plan, where there are a range of possible desired futures and where current General Plan designations do not accurately reflect desired future uses.

Preliminarily, City staff has identified the following potential focus areas for the land use alternatives:

- East of Greenville Road
- South Front Valley Link Station Area
- BART-owned properties north of Interstate 580 near Greenville Road

It is possible that these areas will be modified or additional focus areas will be identified over the course of the project. This scope and cost can accommodate up to six clearly defined focus areas. Based on discussions with City staff, PlaceWorks will prepare a map of the focus areas for staff review and approval.

4.3 Property Owner Meetings

PlaceWorks will prepare for and facilitate up to three meetings of property owners and other interested parties within the focus areas to discuss their visions for their property to inform our development of land use alternatives. This task assumes that City staff will coordinate direct outreach to stakeholders and meeting logistics.

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4.4 Draft Land Use Alternatives

The PlaceWorks team will create three parcel-based land use alternatives for each delineated focus area that explore different possible types, locations, and intensities of development. Each alternative will include a land use map and a table with estimated population, housing units (single-family and multifamily), and square footage of non-residential development. These alternatives may use the current General Plan land use designations or a simplified set of categories.

All alternatives will be consistent with the Vision developed in Task 2 and will reflect community ideas generated from the survey in Task 1. Alternatives will also be consistent with adopted or ongoing City efforts, such as the Active Transportation Plan (ATP) and the Climate Action Plan (CAP) and with external parameters, such as the Regional Housing Needs Allocation (RHNA).

Placeworks will complete one round of review based on City staff comments to prepare screencheck alternatives. City staff will review and provide a single set of consolidated comments on the screencheck alternatives. We will then share the draft land use alternatives with the community, the CAC, Planning Commission, City Council, and on the website and at a series of public events to refine and confirm the alternatives before proceeding with the analysis.

4.5 Alternatives Evaluation

PlaceWorks will prepare an evaluation of the relative performance, strengths, and weaknesses of the land use alternatives. The alternatives evaluation will be presented in a highly graphic format so that the reader can easily interpret the tradeoffs between the alternatives. This analysis will qualitatively address the potential effects each alternative could have regarding:

- Climate change and resilience
- Public safety from flooding and fires
- Equity
- Parks and other City assets
- Housing supply
- Student generation and school capacity
- Open space preservation and biological resources
- Historic resources
- Scenic corridor analysis
- Aesthetics and urban design: This evaluation will include preparation of up to two birds-eye view visual simulations to illustrate potential development for each of the focus areas under each of the three alternatives. The visual simulations will be drawn from an elevation of 1,200 feet unless the focus area is within a drone restricted area in which case the elevation will be from 400 feet. The visual simulation can capture a small group of buildings with landscaping and architectural details, or a larger area with less detail.

PlaceWorks will prepare an administrative, screencheck and public review draft of the alternatives evaluation report, as well as an online Executive Summary using the Esri StoryMaps tool. The results of the alternatives evaluation will be shared on the website and with the community, the CAC, Planning Commission, and City Council, and at a series of public events to inform deliberation on a preferred scenario for each focus area. This preferred scenario may be one of the three alternatives, a combination of components of the alternatives, or a new alternative created through the public process.

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EPS will provide a quantitative comparison of net annual impacts of the three land use alternatives on the Livermore General Fund, considering General Fund revenues and costs. EPS will rely on City budget documents, interviews with major City departments (e.g., Police, Public Works), and well-accepted budget estimating techniques. EPS will develop a static fiscal impact model to compare horizon year General Fund revenues and public service costs for the three land use alternatives. This analysis will be presented for overall Citywide development, not for each Focus Area. BKF will provide planning-level estimates of the cost differentials among the alternatives for backbone infrastructure.

Kittelson will prepare transportation forecasts and assessments for the three alternatives. Regional-level transportation forecasts will use the updated Livermore travel model and will consider land use changes as well as potential changes in streets, transit service, bicycle and pedestrian facilities, and Valley Link Rail. The outputs will be evaluated in terms of total system person-hours and delay, segment-level volume-to-capacity, mode shares by city subareas, and VMT. Kittelson will use regional and local segment forecasts to evaluate the three alternatives to assist the team with identification of a preferred alternative.

BKF will analyze water supply and distribution, wastewater treatment and conveyance, or storm runoff system capacity issues or system deficiencies.

4.6 Preferred Scenario Creation

Based on the outcomes of the community engagement process and Council direction, PlaceWorks will create a draft of the preferred scenario that reflects input from the public, CAC, Planning Commission, City Council, and City staff. PlaceWorks will prepare an administrative draft preferred scenario and incorporate City comments into the final preferred scenario. The preferred scenario will include a land use map for each of the focus areas, as well as tables showing projected development through the General Plan horizon of 2045. The preferred scenario will become the basis for the updated General Plan land use map and the quantitative analyses in the General Plan EIR.

4.7 Preferred Scenario Implementation

This task includes important analyses to understand infrastructure improvements needed to implement the preferred scenario. EPS will provide a fiscal impact analysis of the preferred scenario and Kittelson will analyze intersection impacts of the preferred scenario. The results of these analyses will be summarized in two separate memoranda. The PlaceWorks team will prepare an administrative, screencheck, and final draft of each memorandum.

a. Intersection Analysis

Kittelson will apply the intersection analysis tool to the preferred alternative for the future horizon year scenario and will identify specific issues at study intersections. Kittelson will also assess the future year circulation network for deficiencies relative to both current standards and new standards considered during the General Plan Update process.

b. Fiscal Analysis

EPS will provide a quantitative comparison of net annual impacts of the preferred scenario on the Livermore General Fund, considering General Fund revenues and costs, using the same approach as the comparison in the land use alternatives evaluation.

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c. Financing for Infrastructure, Facilities, and Programs

EPS will provide an assessment of the financing tools and policies available to the City to finance the public costs articulated in the preferred scenario. EPS will consider expected infrastructure costs with potential revenue sources, appropriate for the type of infrastructure investment sought. EPS will explore funding sources, including:

- Public-private joint development opportunities for shared infrastructure;
- Funding pathways, as identified by HIPinvestors, to implement the CAP measures;
- Funding recommendations from the Asset Management Program;
- Development impact fees;
- Value-capture techniques to convert fiscal benefits into financing tools;
- Districts (such as CFDs, EIFDs, or CRIA) for financing public improvements or facilities;
- Cost allocation strategies for required off-site improvements or facilities; and
- Other financial and fiscal measures or mitigation strategies to cover any fiscal deficits.

This analysis will present the key considerations for funding sources and financing mechanisms that fall under these four categories:

1. Development-Based Funding
2. Land-Secured Funding and Financing
3. City Funding and Financing
4. State and Federal Programs

While EPS will make recommendations concerning sources and uses alignment, this scope does not include quantifying revenue that may be generated by each funding and financing source.

4.8 Transportation Impact Analysis Guidelines

This optional task will assist the City of Livermore with the establishment of transportation impact analysis (TIA) guidelines including methodologies and thresholds for evaluation of vehicle miles of travel (VMT) in accordance with SB 743.

Scoping. As a first step, Kittelson would meet with City staff and other stakeholders to determine the priorities for the consultant assistance. Issues to be discussed include:

- Roles for consultant assistance versus City staff, including levels of consultant deliverables (for example, full reports versus inputs to city documents).
- What are appropriate thresholds for Livermore relative to other jurisdictions in Alameda County?
- How should the City consider land use types that are different than the basic residential, office and retail land uses described in the Office of Planning and Research (OPR) Technical Advisory?
- Which projects can screen out for VMT based on size, proximity to transit or other criteria recommended by OPR?
- Are static tools (maps, spreadsheets) acceptable, or does the City want more interactive web-based tools?
- When should a travel demand model be used to assess VMT changes versus more accessible tools?
- What types of traffic operations analysis would still be appropriate to ensure safe access and operations within and near the proposed projects?

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The scoping would include up to two meetings (teleconference) and a summary memorandum.

Establish Thresholds. Thresholds for VMT evaluation will be established for several project types:

- Residential development
- Office development
- Retail development
- Other development types
- Other City infrastructure projects (road, bicycle, parking, etc.)

For Livermore, the potential "region" for comparison could be Alameda County, the East Planning Area of Alameda County, or the nine county Bay Area region. Kittelson would provide potential VMT per capita and VMT per employee thresholds based on these three regions for comparison.

Screening Criteria. In its Technical Advisory, OPR provides suggestions that jurisdictions can utilize to screen out or exempt projects from undergoing CEQA VMT analysis. Kittelson will provide recommended screening criteria for the following categories:

- Small projects
- Provision of affordable housing
- Local-serving retail
- High-quality transit
- Map-based screening

Kittelson will review and summarize the screening criteria used by nearby agencies and similarly sized Bay Area agencies for comparison.

VMT Mitigation. The most relevant VMT mitigation measures for land use development projects will be summarized. The VMT mitigation research and tools being coordinated by the Alameda County Transportation Commission (CTC) will be referenced and incorporated as much as possible. For project-specific characteristics, a set of adjustment factors may be developed based on research (such as the CAPCOA report "Quantifying Greenhouse Gas Mitigation Measures") or factors used by other jurisdictions.

Non-CEQA Analysis. While VMT will be the primary CEQA environmental impact analysis criterion, Livermore may choose to require other types of non-CEQA analysis to ensure that development projects conform to city policies and standards. These could include:

- Operations analysis for streets directly accessing the project site (queuing, signal warrants, etc.)
- Non-auto evaluation including transit, bicycles, pedestrians
- Safety evaluation
- Parking requirements
- Construction impacts

The guidelines would be based on best practices from other agencies combined with specific needs of development areas in Livermore.

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Transportation Impact Analysis (TIA) Guidelines. Kittelson will prepare a draft TIA Guidelines memorandum including both CEQA and non-CEQA elements. Kittelson will respond to one set of City comments on the draft guidelines and provide a final TIA Guidelines memorandum.

Task 5. Policy Development and Evaluation

The PlaceWorks team will develop a series of policy options for community consideration. These policy options will be assessed by the CAC and reviewed by the Planning Commission and City Council.

5.1 Policy Development Outreach Strategy

At the outset of the policy development task, PlaceWorks will work closely with City staff to draft and refine an outreach strategy. PlaceWorks anticipates the policy outreach process will be focused on working with the CAC who will meet on a monthly or bimonthly basis to review and refine the policy options. The community will be encouraged to attend these meetings and provide feedback during the public comment periods. The results of the CAC discussions will be presented to the Planning Commission for review and City Council for direction. PlaceWorks does not anticipate holding community workshops or other events to review the policy options. PlaceWorks will prepare an administrative and final draft of the policy development outreach strategy.

5.2 Existing General Plan Policy Matrix

PlaceWorks will combine the City's existing goals, objectives, policies, and actions into a consolidated matrix to assist in evaluation and direction by City staff. Working with the evaluation matrix, we will identify current General Plan goals, objectives, policies, and actions that:

- Remain relevant;
- Have been accomplished;
- Should be moved to other plans or ordinances; and/or
- Should be modified or deleted.

City staff will then be responsible for conducting a thorough review of the policy matrix and using their familiarity with the General Plan to identify problematic or unclear policies, organization that is confusing, or other issues that the General Plan Update should resolve.

Based on City staff direction, PlaceWorks will propose solutions to resolve issues relating to format, organization, clarity, policy gaps, redundancies, new State requirements or guidance for General Plans, and other related concerns. Together with staff, PlaceWorks will identify which policy topics are most pressing to bring to the CAC, Planning Commission, and City Council for consideration, and which others can likely be addressed at the staff/consultant team level.

5.3 Policy Options and Recommendations

PlaceWorks will facilitate discussions with the CAC, Planning Commission, City Council, and the community about new and expanded policy topics. All policy discussions will remain at a high level and avoid delving into specific policy wording.

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For policy topics that will be reviewed and drafted at the staff level, PlaceWorks will prepare a memorandum outlining policy options to address each topic. PlaceWorks will provide insight on the effects of potential policy changes across City departments and operations.

For policy topics that will be reviewed with the CAC, PlaceWorks will facilitate meetings with the CAC to obtain input on preferred policy approaches. The CAC recommendations will be presented to the Planning Commission for review and comment and to the City Council for final direction.

The PlaceWorks team will prepare an administrative, screencheck and public review drafts of the policy options and recommendations.

PlaceWorks will facilitate policy discussions on the following policy topics, subject to change at the direction of City Council:

- **Equity, Land Use, and Public Health.** Policy discussions will address topics such as age-friendliness, health, environmental justice, equity, and disadvantaged communities, and potential changes to land use designations.
- **Climate Change, Resilience, and Sustainability.** Policy discussions will consider citywide land use and transportation connections and how they can achieve a more sustainable land use pattern and jobs/housing match in support of the concepts in Plan Bay Area 2050 and SB 375, reduction in use of resources that result in increased natural resource protection, reduction of GHG emissions, and opportunities to increase the City and community's resiliency to climate change effects. Policy discussions will also provide options to establish a better framework for the City's updated CAP.
- **Circulation.** In accordance with SB 743 and SB 932, Kittelson will consider options for transportation metrics, Safe Systems approaches, bicycle and pedestrian improvements, and traffic calming. Policy discussions will also examine the implications of emerging transportation technologies, ridesharing, and micromobility services (e.g., e-bikes and electronic scooters) and identify approaches to more fully integrate philosophies of AB 1358 (Complete Streets) and concepts from the Livermore *Bicycle, Pedestrian & Trails Active Transportation Plan*. Parking policy will be considered in the Circulation and Land Use Elements in light of AB 2097 prohibiting parking minimums near transit and other City goals and objectives.
- **Economy.** EPS will address economic development, including business attraction and retention, targeted industries, and industrial land supply, along with the City's fiscal health.
- **Housing.** Policy discussions will address topics such as homelessness, affordable housing, fair housing, accessory dwelling units, and multi-family housing.
- **Hazards and Safety.** In accordance with SB 379 (climate adaptation and resiliency strategies), policy discussions will address climate vulnerability. PlaceWorks will also consider policies to integrate the 2018 *Tri-Valley Local Hazard Mitigation Plan*, as required by AB 2140. Policy options shall also address fire hazards, in accordance with SB 1241.
- **Community Health and Well-Being.** Based on the analysis of disadvantaged communities in Task 3.2, PlaceWorks will preliminarily identify and map environmental justice (EJ) communities for vetting by City staff and the community. PlaceWorks will prepare policy options to reduce the unique and compounded health risks and prioritize improvements in EJ communities and increase access to resources and amenities.
- **Arts and Culture**. PlaceWorks will prepare policy options for supporting arts organizations and expanding arts programming in public spaces.
- **Natural and Cultural Resources.** PlaceWorks, GPA Consulting, WRA, and Archeo-Tec will address agricultural, renewable energy, historic, cultural, and ecological resources, including equitable access to open space and opportunities for rewilding as called for in SB 1425.
- **Infrastructure and Services.** PlaceWorks will prepare policy options for public services, recreation, infrastructure financing, asset management, and water supply, including recommendations to support groundwater sustainability, in accordance with AB 1739 (groundwater management).

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- **Open Space, Agriculture, and Scenic Corridors.** Policy discussions will address topics such as open space and agricultural preservation and preservation of scenic corridors.

5.4 Draft Goals, Policies, and Actions

Before compiling the full Administrative Draft General Plan, PlaceWorks will prepare a complete set of draft goals, objectives, policies, and actions for City staff review. The draft goals, objectives, policies, and actions will respond to the policy direction obtained in Task 5.3 taking the next step to identify the specific organization and wording that will be used in the General Plan. PlaceWorks will submit a complete set of draft goals, objectives, policies, and actions to the City; after City staff review. Following staff review, PlaceWorks will incorporate the revised set of goals, objectives, policies, and actions into the Administrative Draft General Plan in Task 7.3.

5.5 Land Use Map Update

PlaceWorks will review the current General Plan land use map with City staff and identify any parcels or areas for which land use designations should be updated to reflect minor land use changes, such as to bring outdated land use designations into consistency with built or approved projects, delete land use designations that are no longer used, or respond to individual landowner requests that do not require extensive public discussion.

PlaceWorks will work closely with City staff to understand how existing land use designations are falling short in reflecting and affecting conditions on the ground.

PlaceWorks will also conduct an analysis to ensure that the General Plan land use map is consistent with the Livermore Executive Airport 2012 *Airport Land Use Compatibility Plan*.

The outcome of this task will be an updated land use map and a first draft of revised land use designation descriptions.

Task 6. Housing Element and CEQA

6.1 Housing Element Project Management and Initiation

PlaceWorks will communicate with Livermore staff via phone and email throughout the project. We will:

1. Provide monthly email progress reports to the l City staff and a monthly meeting with each City staff during the process.
2. Provide and maintain an Internet-based folder for all project materials accessible to City staff and consultants.

PlaceWorks will prepare for and attend a virtual kick-off meeting with the City to exchange information and initiate work. At the meeting, we will:

- Determine staff contact protocol.
- Review the scope of work and schedule.
- Review Housing Element legal requirements and California Department of Housing and Community Development (HCD) practices.
- Identify stakeholders.
- Provide a list of data needs.

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- Provide recommendations on format and organization of the 2023–2031 Housing Element document based on the existing 2015–2023 Housing Element, input from City staff at the kickoff meeting, and best practices taken from other Housing Elements.

6.2 Housing Element Outreach

PlaceWorks will conduct stakeholder and service provider consultations with organizations representing different socio-economic members of the region to identify housing needs. We will work with the City to develop a comprehensive list of organizations throughout the region, which will likely include fair housing organizations, affordable housing providers, social service providers, community group representatives, and the Housing subgroup of the Equity and Inclusion Committee. The list must include organizations serving low-income families, people experiencing homelessness, and Spanish-speaking community members. PlaceWorks will conduct at least 6 phone surveys with stakeholders to discuss the issues and housing-related needs of their constituents and potentially conduct an email survey as well.

PlaceWorks also proposes:

- One to three meetings with the CAC, as listed in Task 1.4, pending other CAC meeting t
- One Planning Commission Study Session and/or City Council Study Session to discuss the new state laws and solicit input on site selection (if necessary) and other approaches to meeting the RHNA. This can also be done as a joint meeting.
- Four public hearings. One hearing each with the Planning Commission and the City Council to present the Draft Housing Element prior to submitting the Housing Element to HCD and then one public hearing to the Planning Commission to recommend adoption and one public hearing to the City Council for adoption of the Housing Element and associated documents.
- Partner with Community Based Organizations described in Task 1.9 to solicit community input on the Housing Element.
- Community events described in Task 1.5 will obtain input on the Housing Element, including events conducted in Spanish. Virtual events will utilize accessible formats that bridge the digital divide, such as mobile phone and Facebook Live.

6.3 Document Review

PlaceWorks will review documents relevant to the Housing Element Update to gain an understanding of local conditions and needs. Documents will include, but are not limited to:

- 2015–2023 Housing Element
- All past communication with HCD, including any findings letters
- General Plan
- Housing Element annual progress reports
- Zoning code
- Any other applicable programs and ordinances

6.4 Review of Previous Housing Element Programs

PlaceWorks will work closely with Livermore to determine the status, effectiveness, and appropriateness of the 2015–2023 housing programs. We will gather and document all available information regarding specific accomplishments. We will

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identify content to drop, change, or add. Findings from the evaluation will be detailed in a matrix to be included in the draft Housing Element and used as a basis for program revisions for the remainder of the planning period. PlaceWorks will send the review matrix to Livermore to provide input before including it in the Administrative Draft Housing Element.

6.5 Land Inventory

The City currently has a draft RHNA of 4,570 units, which is a substantial increase from 2,729 units assigned in the fifth cycle 2015-2023 planning period. PlaceWorks will take the following steps to prepare an updated land inventory and ensure that there is a surplus of sites so there are no concerns about a no-net-loss situation. This work will be incorporated in the Administrative Draft Needs Analysis chapter.

a. Housing Parcel Identification Analysis

PlaceWorks realizes that identifying adequate sites can be a large undertaking. We will use the current sites inventory as a starting point and work with the City to determine which sites are still viable RHNA sites based on new state law requirements, including, but not limited to, the following:

- Additional analysis for sites smaller than one-half acre, larger than 10 acres
- Additional analysis for underutilized sites
- Identify sites included in the past two Housing Element cycles that are now required to allow affordable housing by-right
- Identify if sites are publicly owned
- Indicate whether a site has available or planned and accessible infrastructure

Based on our initial conversations with City staff, PlaceWorks assumes the City will not need to identify sites to rezone to meet any RHNA shortfall. If this situation changes, we will work with the City to identify candidate sites and coordinate with our General Plan and environmental team to evaluate these sites.

For this task, our approach is as follows:

- **Incorporate the Regional Housing Needs Allocation** prepared by the Association of Bay Area Governments (ABAG) for the 2023-2031 cycle.
- **Document potential sites.** We will prepare an inventory, map, and analysis clearly illustrating Livermore's capacity to accommodate the new RHNA. In keeping with State law, PlaceWorks will document the realistic development capacity of each site and prepare a map showing all identified sites.
- **Investigate alternative RHNA credits.** This includes analyzing the capacity for alternative RHNA credits for accessory dwelling units, guest quarters, preservation of existing at-risk affordable housing projects, and other similar, nontraditional RHNA credit opportunities.
- **Ensure sites affirmatively further fair housing.** We will work with City staff to determine if the sites identified in the inventory are located throughout the community in a manner that affirmatively furthers fair housing.

b. Underutilized Sites Analysis

PlaceWorks will complete an analysis of nonvacant sites to potentially address a portion of the RHNA. As part of this analysis, we will analyze the realistic development potential within the planning period by considering the extent that a nonvacant site's existing use impedes additional residential development, Livermore's past experience converting existing uses to higher-density residential development, market trends and conditions, and regulatory or other incentives or standards that encourage additional housing development on any nonvacant sites.

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c. Demonstrate Feasibility of Infill and Densities Less Than 30 du/acre

To demonstrate the feasibility of infill sites and densities less than 30 dwelling units per acre (du/acre), PlaceWorks will review similarly situated built projects in Livermore and the neighboring communities, calling local developers, and reviewing proformas submitted to the City to infer development feasibility.

d. Infrastructure Analysis

PlaceWorks will work to determine if parcels included in the inventory have sufficient water, sewer, and dry utilities supply available and accessible to support housing development. We will work with the General Plan team to review existing General Plan programs or other mandatory programs or plans to secure sufficient water, sewer, and dry utilities supply to support housing development on the site. The analysis will include sufficient detail to determine whether the service levels of water delivery/treatment systems and sewer treatment facilities are sufficient and have capacity to accommodate development on all identified sites to accommodate the RHNA.

e. Financial and Programmatic Resources.

PlaceWorks will update financial, physical, and programmatic resources available for affordable housing programs, including local, state funding programs, and private-sector resources. We will assess current and potential housing programs to recommend future programs that will support the City's housing objectives.

f. Electronic Housing Element Site Inventory Form

Pursuant to SB 6 (Chapter 667, Statutes of 2019), for a Housing Element adopted on or after January 1, 2021, an electronic copy of the final inventory of the land inventory parcels using HCD-approved Excel spreadsheets must be prepared and submitted to HCD with the Housing Element. PlaceWorks will submit Livermore's final electronic Housing Element site inventory form to HCD upon adoption of the Housing Element.

g. Fair Housing Assessment

AB 686 requires each city or county to take actions to overcome patterns of segregation, address disparities in housing needs and access to opportunity, and foster inclusive communities. PlaceWorks will prepare an assessment of fair housing practices, examine the relationship of available sites to areas of high opportunity, and include actions to affirmatively advance fair housing. The California Tax Credit Allocation Committee/HCD Opportunity Maps will be included and are intended to display the areas, according to research, that offer low-income children and adults the best chance at economic advancement, high educational attainment, and good physical and mental health. The goal of AB 686 is to ensure available sites for low-income housing are in high resource areas rather than concentrated in areas of high segregation and poverty. It will be important to demonstrate adequate sites throughout the City and meaningful actions to overcome geographic disparities.

6.6 Housing Needs Assessment Document

PlaceWorks will create a housing needs analysis document pursuant to Government Code Section 65583 with data from the HCD pre-approved data packet, 2010 (or 2020 if available) U.S. Census data, ACS data, the HCD approved ABAG data packet, and other relevant sources. PlaceWorks will coordinate with staff to evaluate housing conditions using state-approved criteria. This work will be incorporated in the Administrative Draft Needs Analysis chapter. The regional housing needs analysis will include the following.

- **Population and Demographics:** Population trends and projections, race and ethnicity, and population age.

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- **Household Characteristics:** Number, size, and type of existing households, and characteristics of lower-income households (including extremely low).
- **Employment and Income:** Employment by industry, occupation of employed residents, and income trends.
- **Housing Stock Characteristics*:** Housing types and conditions, overcrowded households, and vacancy rates.
- **Housing Costs and Affordability:** Home sale price trends, rental costs, affordability for households at all income levels, and overpayment.
- **Special Housing Needs:** Special housing needs of persons with disabilities (including persons with developmental disabilities), multilingual individuals, people experiencing homelessness, seniors, large households, and female-headed households.
- **Fair Housing Assessment (new requirement):** An analysis of impediments to fair housing, pursuant to AB 686. *This is now required for all Housing Elements adopted after 2021.*
- **At-Risk Housing:** Inventory and analysis of existing affordable units at risk of converting to market rate during the planning period.
- **Opportunities for Energy Conservation:** Pursuant to SB 375 and AB 32, an inventory and analysis of opportunities to encourage the incorporation of energy-saving features, energy-saving materials, electrification, and energy-efficient systems and design for residential development.

**This scope does not include a windshield housing conditions survey. We anticipate that we can fulfil the requirement to identify the number of houses that need rehabilitation or replacement with building permit and code enforcement data that we obtain from City staff.*

6.7 Housing Constraints

PlaceWorks will complete a regional analysis of potential nongovernmental constraints, including construction costs and the availability of financing. This work will be incorporated in the Administrative Draft Constraints chapter.

We will update the actual governmental constraints, including constraints to maintenance, improvement, and development of housing (pursuant to Government Code Section 65583(a)(4,5)). Potential constraints to be reviewed include any land use controls, fees and exactions, permit processing procedures, building codes and code enforcement, and land. We will identify potential programs and strategies to reduce or remove identified constraints. This task will include all the analysis needed to comply with recent updates to state housing law.

6.8 Housing Goals, Policies, and Quantified Objectives

PlaceWorks will work with the City to update goals, policies, programs, and quantified objectives (pursuant to Government Code Sections 65583 et seq.) to address identified housing needs and constraints based on the effectiveness and continued appropriateness of existing programs, information received through public outreach, the analysis of constraints, and findings from the needs assessment. Programs will describe specific steps for implementation and will identify a time frame and responsible department. This deliverable will be incorporated in the Administrative Draft Goals, Policies, and Quantified Objectives chapter. Programs will address:

- All new state requirements since adoption of the existing Housing Element
- Consistency and compliance with the rest of the City General Plan elements and community goals
- Development controls and regulatory incentives

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- Housing opportunities for all City residents, including the elderly, those with disabilities, low-income families, the homeless, and other special-needs groups
- Fair housing programs
- Sources of affordable housing funding
- Preserving and improving existing affordable housing
- Facilitating development of adequate housing and infrastructure to meet the needs of low- and moderate-income households in keeping with the regional fair-share allocation
- Mitigating any governmental constraints to providing and improving housing

6.9 Administrative Draft Housing Element

PlaceWorks will incorporate the feedback received during the community outreach and stakeholder feedback received into a comprehensive, formatted Administrative Draft Housing Element. PlaceWorks will submit the Administrative Draft Housing Element to the City for review as an electronic copy in Microsoft Word format. Any outstanding data still needed from the City will be flagged in the Administrative Draft Housing Element so it can be addressed during staff's review. We request that we receive one consolidated set of comments on the administrative draft.

6.10 Public Review Draft Housing Element

PlaceWorks will address staff comments on the administrative draft and reply to any questions. We will incorporate comments and revisions from staff's review of the administrative draft, as directed. PlaceWorks will then prepare and submit a Public Review Draft Housing Element to HCD and the community for review and comment.

6.11 Adopted Final Housing Element

PlaceWorks will prepare a final Housing Element that incorporates any changes to the public draft from City staff, HCD, or public comments received.

6.12 Housing Element CEQA

Unless a significant change in land use designation or zoning is needed to support the RHNA, it is unlikely that the policies in the updated Housing Element would result in significant changes to the environment. Therefore, the City should be able to rely on the 2015 Housing Element Initial Study/Mitigated Negative Declaration (IS/MND)) for the analysis of physical impacts associated with future development consistent with the General Plan. Land development standards, such as density and intensity of development, are part of the Land Use Element, and implemented by zoning, not by the Housing Element. While there may be indirect impacts associated with future actions directed by Housing Element Policy, many agencies are able to adopt their Housing Element with an Addendum to their General Plan EIR. Use of an Addendum provides both the substantial evidence protection of the General Plan EIR, and significantly reduces both the cost and time associated with preparation of a negative declaration or subsequent EIR. PlaceWorks will complete the following tasks to prepare the California Environmental Quality Act (CEQA) clearance for the Housing Element. PlaceWorks will prepare an administrative, screencheck and public review draft IS/MND.

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a. CEQA Project Descriptions and Preliminary Review

Once the whole of the project is understood, typically around the completion of the sites inventory, PlaceWorks will prepare a project description. After review of the project description with the City, we will meet with City Staff and ensure that an Addendum is still appropriate.

b. 2015 Housing Element IS/MND Addendum

Even with some land use redesignation/rezoning to meet the RHNA, an Addendum may still be possible, as the test is whether the project would result in "…new significant environmental effects or a substantial increase in the severity of previously identified significant effects." If the Housing Element requires rezoning or up-zoning, PlaceWorks will review the General Plan and EIR for policies and mitigation measures that could be used to reduce impacts at the locations of the rezones. At this point, we believe that the conditions described in CEQA Guidelines Section 15162 calling for the preparation of a subsequent EIR will not be met and we will prepare an Addendum to the 2015 Housing Element IS/MND, pursuant to CEQA Guidelines Section 15164, in a format similar to the other Addendums that have been prepared for the City in 2019 and 2020. The Addendum will explain the decision not to prepare a subsequent EIR pursuant to CEQA Guidelines Section 15162 and will be supported by substantial evidence in either an Initial Study checklist, or similar explanatory document. Public circulation of an Addendum is not required, but we will provide a copy of the Addendum and substantial evidence to the City for posting on its website.

c. Senate Bill 18 Consultation Support

PlaceWorks will complete the Native American Heritage Commission (NAHC) online form requesting a tribal contact list. Using the addresses on the list from NAHC, PlaceWorks will draft letters (on City letterhead) to each of the tribes on the NAHC list inquiring whether they want consultation. Because an Addendum is not a publicly circulated document, consultation under AB 52 is not required. PlaceWorks can facilitate and attend the consultation(s); however, the City must be represented. Pursuant to SB 18, tribes identified by NAHC will receive a written letter notifying them of the proposed project and asking if they wish to consult. Following the consultation meeting (or conference call), PlaceWorks will provide the written outcome of the process and a record for the environmental documentation showing that consultation has been completed.

d. Notice of Determination

Following the approval of the Addendum and within five days of approval of the Housing Element, PlaceWorks will prepare a Notice of Determination (NOD). City staff will submit the NOD to the County Clerk and pay all applicable filing fees at the time of posting. Note our budget does not include payment of any filing fees for the NOD.

6.13 HCD Review

PlaceWorks staff maintains strong working relationships with HCD reviewers. Our staff is very familiar with HCD's processes, staff, and what steps to take to ensure Housing Element certification.

PlaceWorks will serve as the City's liaison to HCD. This service will include:

- Submittal of the draft Housing Element to HCD (60-day review).
- Calls and emails with HCD staff to discuss comments.
- Incorporating HCD's requested revisions.
- Submission of the final draft to HCD for review and approval (90-day review).

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6.14 Land Inventory GIS Tracking Tool

PlaceWorks will develop a new GIS based land inventory shapefile that contains relevant attributes to capture existing and future conditions and track change by running on the fly calculations to ensure that there is no net loss of residential unit capacity for each income group throughout the entire planning process. This shapefile will include attribution to capture APN, address, lot size, zoning, allowable density, housing units, income category, etc.

Task 7. General Plan

The General Plan Update will address all existing General Plan elements except for the Housing Element, which will be updated in Task 5. The General Plan Update prepared by PlaceWorks will be in a form suitable for both reading as a printed volume and for online viewing. The document will also be created in a format that allows City staff to make text amendments easily and efficiently, in both the printed and online versions. As part of this task, PlaceWorks will prepare an Administrative, Screencheck, and Public Review Draft of the General Plan.

This scope is organized by the contents of the existing General Plan. However, PlaceWorks understands that the organization of the General Plan will evolve as the project unfolds and the Plan content is developed. New elements may be added, and existing elements may be reorganized and combined. The final organization of the Plan document will respond to these changes and to guidance from staff, the community, CAC, Planning Commission, and City Council.

7.1 General Plan Outreach Strategy

At the outset of the General Plan task, PlaceWorks will work closely with City staff to draft and refine an outreach strategy that defines which of the outreach methods and meetings in Task 1 will be used and how. PlaceWorks anticipates General Plan outreach will focus on educating the community about the Draft General Plan and seeking input on the proposed policy direction. Following the public review of the Draft General Plan, PlaceWorks anticipates facilitating a series of meetings with the CAC to review and get feedback on the Draft General Plan. Community and CAC feedback on the Draft General Plan will be shared with the Planning Commission for review and comment and to the City Council for final direction. PlaceWorks will prepare an administrative and final draft of the general plan outreach strategy.

7.2 General Plan Outline and Format

Prior to preparing the Administrative Draft General Plan, PlaceWorks will submit a draft outline of the General Plan, as well as a memorandum defining important components, such as page layout; figure and policy numbering convention; wording; and definitions of goals, objectives, policies, and implementation measures. City staff will review and

7.3 Administrative Draft General Plan

The PlaceWorks team will prepare a General Plan that meets State legal requirements, is readable/user-friendly, easy to implement, and responds to staff and community needs. The General Plan will provide an integrated, internally consistent statement of the City's goals, objectives, policies, and actions. Each element of the updated General Plan will include the following:

- A brief review of background information summarizing current conditions in the Planning Area. Rather than exhaustive explanations of technical details, these sections will provide concise explanations that set the stage for the goals, objectives, policies, and actions.
- Clearly articulated goals that the City is attempting to attain, toward which progress can be measured and reported annually.
- Policies and actions that the City will implement to achieve its goals.

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- Maps, tables, photographs, and other graphics to clarify and illustrate key concepts.

Because some important issues are interrelated with other topics and therefore do not lend themselves to a discrete General Plan element, PlaceWorks will use icons to call out policies and implementation measures that relate to those key issues. The icons will also be summarized by topic in an appendix so that a reader can find all policies and actions related to a topic in one place.

The specific contents of the sections described herein may be modified upon consent by City staff, pending the evolution of the General Plan Update.

a. Introduction

This section will explain the purpose of the General Plan, what it contains, how it can serve different users (e.g., concerned residents, property owners, elected officials, and staff), an overview of the Planning Area boundaries, and the process through which it was created.

b. About Livermore

This section will describe Livermore's physical setting, a brief overview of Livermore's history, including documenting the legacy of the Native Americans who first inhabited the area.

c. Land Use Element

The updated Land Use Element will shape future physical development throughout Livermore. As a mandatory element, its basic contents are guided by statutory requirements, but the specifics will be highly tailored to Livermore. The Element will regulate the distribution, location, and extent of the uses of land for housing, business, industry, open space, natural resources, recreation and enjoyment of scenic beauty, education, public buildings and grounds, and other categories of public and private uses of land, and establish standards of population density and building intensity for land use designations.

The Land Use Element will also contain sections for other legally required topics, such as consistency with the *Airport Land Use Compatibility Plan.*

The Land Use Element will also include policies and implementation measures addressing age-friendliness, health, environmental justice, and disadvantaged communities. PlaceWorks will develop these policies, and others throughout the General Plan, in collaboration with City staff.

The Land Use Element will incorporate any changes incorporated through the selection of the Preferred Land Use Scenario as well as land use map updates determined in Task 5.5.

d. Community Character Element

The Community Character Element will identify policy direction to enhance Livermore's community character and ensure that the physical appearance of the city embodies and is consistent with the values and vision identified by the community through the General Plan update, such as diversity and inclusivity. Topics addressed in this element include scenic corridors, open space, light and glare, urban design, cultural and historic resources, and arts and cultural programming.

e. Circulation Element

Kittelson will lead the preparation of the updated Circulation Element in collaboration with PlaceWorks and City staff. The updated Circulation Element will incorporate Complete Streets policies, reflect new General Plan guidelines, and incorporate new policies related to VMT, transportation demand management, traffic calming, and emerging transportation technologies. Kittelson will incorporate relevant ideas and findings from the Livermore *Bicycle, Pedestrian, and Active*

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Transportation Plan, *East Avenue Corridor Study*, and the updated CAP, although each of these will remain separate and independent documents.

Kittelson will incorporate the modeling results from Task 8 to incorporate additional major transportation infrastructure needed to address future deficiencies the circulation diagram showing circulation system improvements, and the transportation network identified to support future land uses.

f. Housing Element

See Task 5 for a description of the Housing Element Update.

g. Infrastructure and Public Services Element

The Infrastructure and Public Services Element will identify and discuss major issues affecting the adequate provision of public facilities to meet the needs of future development, including funding and potential constraints associated with service and the need to coordinate growth with funding to maintain and protect quality of life for all residents. This element will address the provisions of SB 244 and SB 1000 and their focus on providing equitable access to services and infrastructure. Working in collaboration with Public Works, PlaceWorks will also incorporate the guiding policy recommendations from the Asset Management Program. Based on the existing element, the updated element will include the following topics:

- Water: Supply and conservation, including new requirements for sustainable groundwater management
- Wastewater: Collection and treatment
- Stormwater: Collection and current ideas about green infrastructure
- Public Utilities: Pacific Gas & Electric and telecommunications, broadband internet, and cable services
- Police Services and Urban Fire Protection
- Schools and Childcare: Although the City does not administer schools, State statutes allow certain City engagement with school districts in site selection/school design. The General Plan can stress the importance of education to the community and the need for close coordination between the City and the Livermore Valley Joint Unified School District.
- Solid Waste Collection: Reflective of new requirements, such as organic waste diversion under AB 1826 (2016) and SB 1383 (2016)
- Community Health Facilities
- Homeless Services and Facilities: To be coordinated with updates to the Housing Element
- Other Public Facilities (e.g., libraries)

h. Open Space and Conservation Element

The Open Space and Conservation Element will address the conservation, development, and utilization of the range of natural resources in Livermore, including:

- Vegetation, wildlife, habitat, and ecological resources, incorporating relevant data and strategies from the Eastern Alameda County Conservation Strategy.
- Agricultural resources and soil resources.
- Mineral resources.
- Water resources and quality, including urban and rural creeks, with updates to reflect the findings of the vulnerability assessment.

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- Open space for outdoor recreation and conservation.
- Air quality and GHG emissions.
- Energy conservation and waste reduction.
- Open Space as a cultural resource – native American significance, such as peaks and riparian areas

i. Noise Element

The Noise Element will analyze and quantify current and projected noise levels for roadways, railroad operations, the airport, industrial facilities, and other stationary noise sources in the Planning Area. PlaceWorks will map general stationary and transportation-related noise contours and develop associated goals and policies.

j. Public Safety Element

The Public Safety Element aims to reduce the short-term and long-term potential threats to community health and safety, foster a resilient local economy and natural ecosystem, and minimize the potential for disruption. This General Plan Update is an opportunity to build on recent regional and state hazard mitigation and adaptation planning efforts and to update data, methods, and strategies consistent with State requirements and best practices.

The PlaceWorks team will update the Public Safety Element, as follows:

- Background information,
- Hazard-specific information and details,
- Applicable mapping, including required evacuation mapping, and
- Goals, policies, and strategies.

The element will incorporate the Climate Change Vulnerability Assessment and other relevant analyses. We anticipate the updated Public Safety Element will address natural, climate, and human-made hazards identified in the existing Safety Element and the 2018 *Tri-Valley Local Hazard Mitigation Plan*, and the *Climate Vulnerability Assessment,* including flooding, seismic and geologic hazards, drought, extreme weather, wind, fire, agricultural pests and diseases, human health hazards, airport safety, and hazardous materials. In addition to hazards, we recommend the Public Safety Element address evacuation, energy resilience, power shutoffs, and emergency preparedness and response.

Goals, policies, and implementation programs will be responsive to these issues and meet requirements of the California Government Code. We emphasize a "no-regrets" approach that builds short- and long-term community resiliency and provides co-benefits, such as financial savings, conservation of natural resources, and improvements to public health. We will streamline the element by creating policies that address multiple issues of concern, including climate mitigation and adaptation, environmental justice, and community health, and provide multiple benefits.

k. Economic Development and Fiscal Element

The Economic Development and Fiscal Element will include goals and policies addressing a range of topics, building on City strategies to promote a healthy and diverse economy through encouraging local innovation-driven opportunities, seeking balanced economic expansion that preserves Livermore's sense of place, and supporting diverse and thriving commercial nodes within the City that promote diversity, resiliency, and inclusivity. Goals and policies in this element will leverage current and past City efforts and will consider new opportunities for commercial development in the Focus Areas, as identified in the Preferred Scenario. Pending the ultimate organization of the Plan, this element may also touch on arts and culture as a component of a thriving economy.

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EPS will rely on input from the City's Office of Innovation and Economic Development, and interviews with City staff and local stakeholders, to provide suggestions for economic development actions and implementation recommendations, reflecting best practices, the capacity and resources of the City and its partners, and local and regional economic conditions. Potential strategies also will consider the City's goals for jobs, housing, environmental protection, and fiscal health.

Relying on the SWOT assessment, and building on EPS professional experience in economic development, real estate, and public finance in similar jurisdictions, EPS will define a broad set of possible economic development approaches. In consultation with City staff, potential strategies will be revised and/or refined and organized around the main economic development goals of the City. The agreed-upon economic development concepts will comprise the economic development strategies recommended for inclusion in the Economic Development and Fiscal Element.

l. Implementation Strategy

PlaceWorks will prepare an Implementation Strategy, which will be summarized in a matrix, for the updated General Plan to connect day-to-day department operations and short-term implementation measures with long-term goals. For each of the implementation measures listed in the adopted General Plan, PlaceWorks will:

- Identify the specific General Plan goal the item will implement.
- Identify the agency, department, or organization to carry out the task.
- Identify resources required for the item.
- Identify the timeframe needed to complete the task.
- Establish a measure to indicate successful completion of the task.

m. Glossary and Abbreviations

The final section of the General Plan will be a glossary of technical terms and a list of abbreviations.

n. Appendices

PlaceWorks will compile technical data and documentation of the public outreach process in appendices to the General Plan.

7.4 Draft General Plan

Based on comments from City staff, PlaceWorks will prepare the Screencheck and Public Review Drafts of the General Plan. PlaceWorks will submit these documents to City staff in Word and PDF format. The PlaceWorks team will prepare all text, tables, and figures to be incorporated in the Draft General Plan.

Task 8. General Plan EIR

PlaceWorks will prepare an Administrative Draft EIR and submit it electronically to City staff for review and comment. The impact analysis will be comprehensive and cover all CEQA requirements. Significance criteria will be identified for each impact topic based upon thresholds of significance identified in Appendix G, Environmental Checklist Form, of the CEQA Guidelines and identified in the scoping process.

Impacts and mitigation measures will be organized and discussed by topic. For each identified environmental impact, a set of feasible mitigation measures will be recommended. Pertinent calculations and technical information will be provided in attached appendices.

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The Draft EIR will be organized by the following main topics:

- **Executive Summary.** PlaceWorks will create a summary in a form consistent with CEQA Guidelines Section 15123, Summary. This summary will facilitate a quick understanding of environmental issues and the actions required to mitigate potential impacts. It will include a summary table of impacts, mitigation measures, and levels of significance before and after mitigation.
- **Introduction and Project Description.** These chapters will introduce the EIR and provide a stable project description for the General Plan Update.
- **Setting, Impacts, and Mitigation Measures.** The existing setting information, impact analyses, and mitigation measures will be combined to create chapters describing environmental consequences for each CEQA-required topic. The existing setting information will draw from the existing conditions reports prepared for the General Plan Update.
- **Alternatives Evaluation.** The alternatives evaluation chapter will include a tabular comparison of the impacts of each alternative, and a qualitative comparison in adequate detail to provide meaningful distinctions and conclusions.
- **CEQA-Mandated Sections.** PlaceWorks will prepare assessment conclusions to meet CEQA Guidelines for the following mandatory findings:
  - Cumulative Impacts
  - Growth Inducement
  - Unavoidable Significant Effects
  - Significant Irreversible Changes
  - Impacts Found Not to be Significant
- **Organizations and Persons Consulted.** This chapter will include agencies and persons contacted.
- **Report Preparers.** This chapter will identify the consultants and staff who prepared the EIR.

Potential significant impacts anticipated to occur as a result of the proposed General Plan Update shall be mitigated to be less than significant as much as possible. In the event that potential significant impacts remain, new policies and programs will be proposed to further mitigate the potential impacts. Mitigating policies and programs will ensure the General Plan Update is "self-mitigating" to the degree feasible.

The PlaceWorks team will complete the following tasks in preparing the EIR.

8.1 Notice of Preparation and Scoping Session

PlaceWorks will prepare a Notice of Preparation (NOP) of an EIR, for staff review, pursuant to CEQA Guidelines Section 15082, Notice of Preparation and Determination of Scope of EIR, and distribute it to the State Clearinghouse. In addition, PlaceWorks will attend a scoping meeting and prepare a presentation for the meeting. This scope assumes that City staff will be responsible for noticing and outreach.

Following the 30-day scoping period, PlaceWorks will organize the comments received in both written form and summaries of oral comments given at the scoping meeting (if no formal recording is prepared). We will prepare a written summary of each comment in matrix format that identifies the commenter and the environmental issues raised during the scoping period for inclusion in the Draft EIR.

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8.2 2045 Horizon Year General Plan Projections

PlaceWorks will work with City staff to estimate the amount of potential horizon year development to be evaluated in the EIR. The development estimates will be organized by land use type (e.g., residential, office, commercial, industrial) and will demonstrate the amount of development expected to occur by the horizon year of the General Plan (assumed to be 2045). We will prepare a draft set of numbers, make any changes needed, and provide staff with an opportunity for a final review before using those numbers as the basis for the quantitative evaluation in the EIR for the environmental topics of air quality, energy, GHG, noise, public services, transportation, and utilities.

8.3 Thresholds of Significance Memorandum

Based on the CEQA Guidelines, Appendix G, and other applicable federal, state, and local sources, including input from City staff, the PlaceWorks environmental team will develop thresholds of significance for each area of environmental analysis for use in evaluating the potential impacts of implementing the General Plan Update. In developing thresholds of significance, the PlaceWorks team will consider construction-period and operational impacts for future development throughout the General Plan horizon.

8.4 EIR Introduction and Project Description

PlaceWorks will draft the introduction of the EIR, which includes the Introduction and Executive Summary chapters. These chapters will discuss the purpose, intended use, tiering and streamlining process, the environmental review process, organization of the EIR and its relation to other plans and regulations, actions required to implement the General Plan Update, explanation of mitigation measures, and a description of agencies that may use the EIR. Following the preparation of the Screencheck Draft EIR, PlaceWorks will include a summary of the environmental analysis conclusions of the Draft EIR in the Executive Summary. The conclusions will be formatted in a table with four columns: (1) impact; (2) significance without mitigation; (3) mitigation measures; and (4) significance with mitigation.

PlaceWorks will draft a project description for City staff to review and approve, with additional narrative discussing the location, and regional context of the City. This section will also discuss the general components of the General Plan Update, as well as the differences between the current General Plan and the new update, which will be discussed in a quantifiable manner, as will the rest of the EIR. The project description will expand on the purposes of the EIR for the General Plan Update and will discuss the required permits and approvals needed to adopt the plan.

8.5 Setting, Impacts, and Mitigation Measures

PlaceWorks will prepare the setting section of the EIR by referencing existing conditions data compiled in Task 3.1. PlaceWorks will establish the cumulative setting with input from the City, which describes the reasonably foreseeable development in the current pipeline and other projects in proximity to the EIR Study Area with the potential to affect the cumulative setting. The PlaceWorks team will evaluate cumulative impacts under each environmental topic area listed under Task 8.5.

We will draft each chapter of the EIR to include a discussion of impacts and mitigation measures pursuant to the CEQA Guidelines. This analysis will include a narrative discussion of potential impacts of the General Plan Update policies that will serve as mitigation. The applicable environmental topics to be included are listed below.

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a. Aesthetics

The aesthetics analysis will determine whether the General Plan Update will have a substantial adverse effect related to aesthetic or visual resources. This section will describe the visual qualities of the EIR Study Area, and surroundings, including landscape setting, open space, view corridors, views, entrances and edges, and sources of light and glare. It will also summarize information on all applicable regulations related to visual quality and aesthetics, including how Public Resources Code (PRC Section 21099, formerly Senate Bill 743, passed in 2013, applies to future development. PRC 21099 made changes to the CEQA for projects located in transit-oriented development areas. Among these changes are that a project's aesthetics impacts are no longer considered significant impacts on the environment if the project is a residential, mixed-use residential, or employment center project and if the project is located on an infill site within a transit priority area (TPA).[1] If necessary, mitigation measures to reduce aesthetics impacts to a less-than-significant level will be recommended in the form of additional or revised policies.

b. Agriculture and Forestry Resources

This section will catalog any local agricultural resources. Potential impacts to these resources as a result of the proposed plans will be analyzed to determine if they pose a substantial adverse effect. These impacts may occur through direct conversion of Important Farmland, conflicts with land protected under Williamson Act contracts, or through potential indirect impacts on existing agricultural operations. In the event an impact is determined to be significant, mitigation measures shall be included to reduce the impact to as minimally significant as possible.

c. Air Quality and Greenhouse Gas Emissions

PlaceWorks will prepare an air quality and GHG emissions analysis for the Livermore General Plan Update and EIR. The analysis will be based on the current methodology of the Bay Area Air Quality Management District's (BAAQMD) *CEQA Air Quality Guidelines* for projects in the San Francisco Bay Area Air Basin (SFBAAB).

i. Existing Emissions Inventory

PlaceWorks will prepare an existing criteria air pollutant and GHG emissions inventory for the City. We will utilize as much information as possible from the Climate Action Plan (CAP) Update and supplement the data for additional sectors for the sphere of influence (SOI) and criteria air pollutant emissions for applicable sectors. PlaceWorks will update the CAP modeling to the 2021 baseline year. For the General Plan Update and EIR, which will include the City and the SOI, the inventory will include the following sectors.

- On-Road Transportation. Development allowed under the General Plan would generate criteria air pollutant and GHG emissions from an anticipated increase in trips and vehicle miles traveled (VMT) by passenger vehicles and trucks. At this time, we do not know the methodology being utilized for the CAP update for the on-road transportation sector. For the EIR, VMT provided by the General Plan transportation consultant will be modeled using the California Air Resources Board's (CARB) latest emissions factor model (EMFAC2021) for both GHG emissions and criteria air pollutant emissions.
- Residential and Non-Residential Built Environment (Energy). Buildings in the City consume electricity and natural gas. We are assuming the City will be able to provide the supporting files prepared by the City's CAP consultant to support our review and assessment of the activity data used for the CAP update (i.e., annual electricity and natural gas use for residential, non-residential, and agriculture uses) and the carbon intensity factors used for electricity for existing

[1] California Legislative Information, 2013, Senate Bill No. 743, Chapter 386, http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201320140SB743&search_keywords=, accessed July 9, 2020.

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conditions and the forecast year. PlaceWorks will update this data to the 2021 baseline year. Because the CAP update is only calculating GHG emissions from the built environment, PlaceWorks will model criteria air pollutant emissions from natural gas use for the Air Quality chapter of the EIR. It should be noted that the Lawrence Livermore National Laboratories under federal jurisdiction and not the City of Livermore. Additionally, it is assumed that PG&E excludes electricity and natural gas use for this facility from energy reports submitted to the City.

- Water Use/Wastewater Generation. Electricity is used to transport and treat water for indoor and outdoor purposes. Additionally, treatment of wastewater generates fugitive GHG emissions. We are assuming the City will be able to provide the supporting files prepared by the City's CAP consultant to support our review and assessment of the activity data used for the CAP update (i.e., annual gallons of water and wastewater) and the carbon intensity factors used for electricity-related water use and wastewater generation for existing conditions and the forecast year. GHG emissions per gallon per service population for existing conditions will be used to estimate GHG emissions from waste generated by the population and employment in the SOI.
- Solid Waste Disposal. Disposal of municipal solid waste generate indirect GHG emissions from decomposition of organic materials. We are assuming the City will be able to provide the supporting files prepared by the City's CAP consultant to support our review and assessment of the activity data used for the CAP update (i.e., annual tonnage of waste sent to landfills) and details on the calculation methodology for this sector are provided in the CAP update. GHG emissions per ton per service population for existing conditions will be used to estimate GHG emissions from waste generated by the population and employment in the SOI.
- Agriculture. This sector includes emissions from off-road agricultural equipment fuel use and equipment emissions, fertilizer application on crops, livestock digestion (enteric fermentation and manure management), pesticide application, and agricultural residue burning. Because the CAP is focused on the City boundaries and not SOI, it is assumed that the CAP update does not include this sector and that PlaceWorks would quantify emissions.
- Other Applicable Sources. Use of off-road equipment, such as those used during construction activities, in the City also generates criteria air pollutant and GHG emission. We are assuming the City will be able to provide the supporting files prepared by the City's CAP consultant to support our review and assessment of this activity data, including OFFROAD 2017, so that we can apply these assumptions to the SOI.
- Permitted Sources. While industrial sources in the City generate emissions, these stationary sources are permitted sources of emissions and not under the direct or indirect control of the City. If information is available for permitted sources from BAAQMD, these sources will be identified within the inventory separately.

ii. Future Emissions Forecasts

Once the General Plan Update horizon year land use statistics are compiled, PlaceWorks will conduct emissions forecasts for the General Plan Update horizon year and/or utilize the emissions forecasts in the CAP update, depending on whether or not the emissions forecast year for the General Plan is the same as that being analyzed in the CAP (i.e., 2045) and whether or not the CAP update utilizes the population and employment forecasts being utilized for the General Plan update and EIR. Additionally, our scope of work includes a forecast of criteria air pollutant emissions and GHG emissions in the SOI. The emissions forecast will be based on historic information compiled for the existing conditions and forecasted based on the increase in population and employment in the City and SOI as a result of implementation of the General Plan Update. It is assumed that the CAP consultants will be able to provide details on the emissions factors and calculation methodology to ensure consistency with the General Plan Update and CAP update. For the transportation sector, the increase in VMT will be based on the data provided by the traffic engineer. For the General Plan horizon year air quality and GHG forecast, PlaceWorks will consider existing regulations that reduce criteria air pollutant and GHG emissions.

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iii. Air Quality and GHG Emissions EIR Analysis

The EIR will detail potential environmental impacts associated with implementation of the General Plan Update compared to the CEQA Guidelines Appendix G threshold questions.

The results of the technical modeling described above will be compiled into the EIR. Model outputs will be included as an appendix. Regional emissions will be compared to the applicable thresholds. Potential localized air quality impacts from construction activities associated with implementation of the General Plan will be described qualitatively and mitigation measures will be recommended to ensure that implementation of projects under the General Plan does not expose sensitive receptors to substantial pollutant concentrations.

The SFBAAB is currently designated nonattainment under the National and/or California ambient air quality standards (AAQS) for ozone (O_3), coarse inhalable particulate matter (PM_{10}), and fine inhalable particulate matter ($PM_{2.5}$). BAAQMD has adopted a Clean Air and Plan to ensure BAAQMD can attain the long-term National and California AAQS. The study will include a consistency evaluation of the project's regional emissions to goals of the Clean Air Plan. The outcomes of the Senate Bill 1000 Environmental Justice outreach will be documented in the EIR. The SFBAAB is designated in attainment for carbon monoxide (CO) under both the California and National AAQS. Therefore, the air quality analysis will include only a qualitative assessment of CO hotspots. In addition, the study will include a qualitative assessment of potential odor generators to describe potential odor impacts.

The GHG analysis will discuss the GHG reduction goals of SB 32, Executive Orders S-03-05 and B-55-18, and SB 375. To achieve the GHG reduction targets of SB 32, the California Air Resources Board (CARB) adopted the 2017 Scoping Plan Update. In addition, the Association of Bay Area Governments (ABAG and the Metropolitan Transportation Commission (MTC) adopted their Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), Plan Bay Area, to ensure the region can attain the regional transportation-related GHG reduction goals of SB 375. Project consistency with statewide GHG emissions reduction strategies (CARB Scoping Plan) and consistency with Plan Bay Area will be reviewed. PlaceWorks will identify General Plan policies and/or mitigation measures that reduce emissions.

d. Biological Resources

PlaceWorks will write the biological resources chapter based on the biological assessment prepared by WRA. The biological resources section of the EIR will discuss potential impacts the General Plan Update may have on existing biological resources, including those on federal or State protected sensitive environments or special status species. In the event that a potential significant impact is foreseen on existing biological resources, mitigation measure will be drafted to reduce the impact to be as minimally significant as possible. The biological assessment will evaluate potential impacts to special status plant and wildlife species, wildlife movement corridors, wetlands and creeks, and riparian or other sensitive resources.

e. Cultural and Tribal Cultural Resources

PlaceWorks will write the cultural and tribal cultural resources chapters based on the technical reports prepared by GPA Consulting (historic resources) and Archeo-Tec (archeological resources).

GPA Consulting will prepare a historic resources report built off of their recently completed city-wide survey where they identified all the built environment historic properties in the city and properties that are potentially significant. GPA will organize their report on the Appendix G CEQA Guidelines questions.

Archeo-Tec will review the archival literature review to assess any prehistoric and/or historic period cultural resources previously identified within, or closely adjacent to, the EIR Study Area and if so, to determine their specific locations, dimensions, characteristics and historical significance in accordance with the standards of the CEQA. Special attention will be given to any updates made to the records since the current General Plan. Archeo-tec will prepare a focused assessment

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of the information recovered through the process of historical review. This includes archaeological sensitivity modeling of the EIR Study Area based on environmental factors and proximity to previously identified cultural resources. The GIS-based, Weighted Overlay analysis will use up-to-date topographic data in combination with a historical hydrology and locations of previously identified archaeological resources. The result of the spatial analysis will be a city-wide map estimating archaeological sensitivity. If deemed informative, separate maps for historic and prehistoric resource sensitivity may be generated. Archeo-Tec will organize their written report to accompany the archaeological sensitivity map on the Appendix G CEQA Guidelines questions.

The EIR chapter will address the potential of the General Plan Update to impact prehistoric, historical, or built environment cultural resources, including the potential for buried resources. This will include a recap of the prehistory and history of the city and a review of local, State, and federal laws regarding the treatment of cultural resources. Mitigation measures will be prescribed as appropriate.

This section will also include analysis of tribal cultural resources. The types of resources documented will range from sites and sacred places, to features and landscapes, and any object that may be of cultural value to a California Native American tribe. PlaceWorks will summarize the noticing and outreach outcome from Task 1.10. Mitigation measures will be identified and included in the EIR as needed.

f. Energy

Working closely with the Air Quality and GHG emissions team, this chapter will describe the existing energy sources and demands in Livermore and the energy demands for the existing conditions. The analysis will include descriptions of applicable regulations, such as the 2019 California Building Energy Efficiency Standards (Title 24, Part 6), CALGreen, and the Renewable Portfolio Standard. Pursuant to the CEQA Guidelines, PlaceWorks will prepare the energy section that will describe the required energy demands for the proposed project and energy conservation features to determine if the project will result in wasteful, inefficient, or unnecessary consumption of energy resources during construction or operation. This section will be prepared to be consistent with the energy demands evaluated in the air quality and greenhouse gas emission sections. In addition, PlaceWorks will describe the state and local mandatory requirements for energy efficiency and demonstrate if the project will conflict with or obstruct any of these requirements. If the project conflicts with or obstruct any of the requirements, this section will provide recommended measures to mitigate identified impacts.

g. Geology and Soils

The EIR will analyze the potential for implementation of the General Plan Update to result in significant direct and/or indirect environmental impacts as they relate to geology, soils, and seismicity. The regulatory framework will be evaluated; existing conditions will be researched and clearly described; relevant standards of significance will be established; and potential impacts will be identified and evaluated. In addition, updated General Plan policies that pertain to geology, soils, and seismicity will be reviewed.

A variety of information sources will be used to inform this section of the EIR. These sources may include geologic maps, investigations, and studies published by the California Geological Survey (CGS); California Governor's Office of Emergency Services; USDA Natural Resources Conservation Service (formerly, the Soil Conservation Service); Northern California Earthquake Data Center; or U.S. Geological Survey (USGS). An experienced PlaceWorks associate geologist, professionally licensed in the State of California, will personally prepare this chapter of the EIR.

h. Hazards and Hazardous Materials

PlaceWorks will analyze the potential for implementation of the General Plan Update to result in significant direct and/or indirect environmental impacts as they relate hazards ah hazardous materials. The regulatory framework will be evaluated; existing conditions will be researched and clearly described; relevant standards of significance will be established; and

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potential impacts will be identified and evaluated. In addition, updated General Plan policies that pertain to hazards and hazardous materials will be reviewed.

The hazards and hazardous materials section will identify potential hazards (natural and man-made) in the City and policies in the General Plan Update that reduce these hazards for future development in accordance with the proposed General Plan Update. Impacts and appropriate mitigation measures or standard conditions will be included, as necessary.

i. Hydrology and Water Quality

This section will build off of the existing conditions report in Task 3.1 and will include the regulatory framework, regional and site-specific hydrological setting of the area, stormwater drainage characteristics, water quality data (both surface and groundwater), local receiving water bodies, pollutants of concern based on changes in land use, and flooding hazards. Pertinent local plans, laws, and regulations pertaining to hydrology and water quality will be identified, including Livermore's Municipal Code Chapter 13.45, Stormwater Management and Discharge Control and Alameda County Clean Water Program's C.3 Stormwater Technical Guidance, and the requirements of the area-wide municipal stormwater urban runoff permit issued by the California Regional Water Quality Control Board-San Francisco Bay Region (Order No. R2-2019-0004, NPDES Permit No. CAS612008).

The analysis will also include the hydrologic setting, regional and local drainage conditions, and issues pertaining to stormwater and flooding, creek protection, and FEMA floodplains. The EIR section will conclude with a discussion of the potential water impacts attributable to the proposed project, based on applicable significance criteria. It is assumed that the City and/or outside consultant will provide information regarding the storm drain system and any capacity constraints associated with future development within the General Plan area. The analysis will be prepared under the direction of a Civil Engineer licensed in the State of California.

j. Land Use and Planning

The land use and planning chapter will clearly describe if the proposed General Plan Update will physically divide any existing community within Livermore and the consistency between the proposed plans and existing plans, regulations, and local and regional laws adopted for the purpose of avoiding an environmental impact.

k. Mineral Resources

PlaceWorks will work to gather an up-to-date list of all known mineral resources within the city by using City staff records and related documents. These known mineral sources will be compared to areas of the General Plan that may impact the integrity of these resources. This may include any proposed land use changes that would disturb or extract any mineral resources. In the event that a land use change is expected to disturb a mineral resource, mitigation measures will be included to reduce the effect.

i. Noise and Vibration

PlaceWorks will prepare a noise and vibration technical analyses to support the General Plan Update. The EIR will discuss relevant standards and criteria for noise exposure, including those in the Noise Element and in the Municipal Code. The noise analysis will include a field study and development of updated traffic and rail noise contours. The results of this analysis will be summarized in the EIR and modeling will be provided in an Appendix.

The primary source of noise in the City is traffic on major arterials and highways, including I-580, SR-84, and local roadways. PlaceWorks will identify major sources of noise in the City and document existing noise levels. PlaceWorks will conduct a noise measurement survey to acquire ambient noise level data. The ambient noise measurement survey will consist of up to 12 short-term (15-minute) locations and 5 long-term (48-hour) locations. These measurement locations will be selected

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by PlaceWorks, in coordination with City staff, and will take into consideration the major roadways, rail, as well as stationary sources of noise. The field data will provide baseline noise levels and will be used to supplement and validate noise modeling conducted for the EIR. Due to the COVID-19 pandemic, noise monitoring is dependent on this developing situation and its effect on traffic patterns. Depending on the schedule and the evolving pandemic situation, alternatives to noise monitoring may need to be considered to characterize the ambient noise environment such as traffic noise modeling.

ii. Transportation Noise

PlaceWorks will model existing and 2045 traffic noise levels using a version of the U.S. Federal Highway Administration (FHWA) Traffic Noise Prediction Model. PlaceWorks will develop noise contours based on the existing traffic data and future forecasts. The EIR will identify areas along highway and roadway segments that would be exposed to noise levels above established criteria. Existing and future noise from rail operations will be characterized using the Federal Transit Administration (FTA) and the Federal Railroad Administration (FRA) noise models and available passenger and freight operational data. Existing noise from aircraft overflights at the Livermore Municipal Airport will also be evaluated using available data. No detailed modeling of airport noise is proposed.

iii. Stationary Noise

Noise impacts from non-transportation sources (e.g., equipment on agricultural lands, industrial uses, and mining) and will be evaluated on a programmatic level, qualitatively based on local noise standards. PlaceWorks will analyze noise impacts from non-transportation sources in terms of potential impacts to nearby noise-sensitive receptors and the noise limitations identified within the City's Municipal Code and Noise Element.

iv. Construction Noise and Vibration

PlaceWorks will provide a qualitative analysis for potential construction impacts associated with 2045 horizon development under the General Plan Update. Future noise and vibration effects from construction activities will be discussed in terms of accepted standards from the FTA. Feasible mitigation measures will be identified to minimize noise and vibration impacts associated with the Plan.

l. Population and Housing

The population and housing chapter is a critical element of the EIR that will provide support and justification for the amount of housing proposed in the General Plan Update, the main purpose of these plans being to facilitate a smart growth objective to reach population, housing, and employment goals. This chapter of the EIR will focus on ensuring that the housing and employment opportunities proposed in the plans will meet the goals set forth locally and regionally, as well as addressing future imbalances between the jobs and housing growth, commercial growth stimulating housing demand, and potential displacement.

m. Public Services and Recreation

PlaceWorks will use the existing conditions for public services collected under Task 3.1 to complete an analysis of the city as-is and in the future, accounting for changes proposed by each plan. In addition, PlaceWorks will conduct interviews with public service providers, as needed. Any concerns expressed by service providers will be addressed and mitigated to the fullest extent possible. Secondary impacts associated with the construction of new public facilities will be addressed, with mitigating policies and programs being identified when needed.

PlaceWorks staff will use City-collected parks and recreation data to determine the existing status and demand of parks. Proposed population changes and housing distribution as part of the proposed plans will be compared to the existing conditions to determine if additional park facilities are needed.

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n. Transportation

PlaceWorks will incorporate the transportation study and existing conditions documented by Kittelson into the EIR. PlaceWorks will ensure the data collected, and any changes to the transportation-related sections of the General Plan Update are adequate to address the transportation needs anticipated in the future. Thresholds of significance will be based on a VMT model as required by SB 743, ensuring there are several alternatives presented by the transportation consultant that will adequately represent the dynamic needs of the Livermore transportation system. Kittelson will complete the following tasks to support this chapter:

i. Plan

The transportation evaluation of the preferred plan will include both CEQA and non-CEQA elements.

The CEQA evaluation will focus on items in the CEQA checklist including VMT. The updated travel model will be applied to evaluate VMT for the current General Plan and the preferred plan. The VMT metrics will consider total VMT as well as VMT per capita and per employee. The CEQA evaluation will also consider hazards and safety including bicycle and pedestrian travel, and conflicts with other regional plans and policies.

For the non-CEQA evaluation, the preferred land use and circulation plan will be evaluated in terms of the proposed policies and City standards of significance, which may include an LOS analysis. Traffic operations impacts will be evaluated using the intersection analysis tool. The evaluation will consider impacts on Alameda County Congestion Management Program (CMP) facilities and standards.

ii. Mitigation

Mitigation for any project or cumulative CEQA impacts will be proposed and reviewed with the city. Mitigation may include Transportation Demand Management elements. Physical improvements to address non-CEQA transportation issues will also be recommended.

iii. Draft Transportation Impact Analysis Report

The Draft Transportation Impact Analysis (TIA) report will include the following elements:

- Description of the existing street system, including CMP routes
- Existing (2021) traffic volumes and traffic operations
- Description of existing transit system
- Description of existing bicycle and pedestrian conditions
- Trip generation and distribution assumptions
- CEQA evaluation of VMT, hazards and policy conflicts
- Traffic volumes and operations for the proposed General Plan scenario for the horizon year at selected study intersections and road segments
- Impacts on CMP facilities
- Qualitative evaluation of two additional General Plan alternatives
- Transit evaluation
- Bicycle and pedestrian circulation

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- Mitigation measures

o. Utilities and Service Systems

The utility and service systems section of the EIR will rely partially on reports and information provided by the City and/or its contracted outside engineering firm to determine existing conditions and potential capacity constraints for the water supply system, wastewater/sewer system, and storm drain system. The utilities and service systems section of the EIR will provide the regulatory setting and impacts associated with water supply and demand, wastewater infrastructure, stormwater drainage, and solid waste disposal. In addition, the impacts associated with electricity, natural gas, and communications systems will be included. Information will be incorporated from the latest (2020) Urban Water Management Plans (UWMPs) for California Water Service and Livermore Municipal Water, the City's Water Master Plan, Sewer Master Plan and Sewer System Management Plan, Storm Drainage Facility Guidelines, the Livermore Water Reclamation Plant, and CalRecycle's Solid Waste Information System.

The utilities section will include existing conditions for water, wastewater, storm drainage, and solid waste and will include water and wastewater demands for the proposed project as compared to existing supplies and sewer/wastewater treatment capacities. Best Management Practices (BMPs) and Low Impact Development (LID) measures will be considered in determining the potential for additional stormwater with the proposed project. In addition, the capacity of the Republic/Vasco Road Landfill to accept solid waste and the State and local solid waste diversion programs will be considered in determining potential solid waste impacts.

i. Water Supply Assessment

PlaceWorks will prepare a Water Supply Assessment (WSA) that will be a stand-alone document appended to the EIR. The WSA will determine whether available water supplies are sufficient to serve the demand generated by the Project, as well as the reasonably foreseeable cumulative demand in the region over the next 20 years under average normal year, single dry year and multiple dry year conditions. Groundwater supply and demand, the use of recycled water, and water shortage contingency plans will also be included. PlaceWorks will consult with the Zone 7 Water Agency to ensure our results are aligned with recent work by tis agency. The information from the WSA will also be summarized and included in the EIR.

p. Wildfire

PlaceWorks will describe the existing setting of Livermore as it relates to the CEQA Guidelines for wildfire-related environmental impacts. The existing setting will include a description of wildfire risks throughout the General Plan area, including any areas within the wildland-urban interface, and any areas within State Responsibility or Local Responsibility Areas as defined by the California Department of Forestry and Fire Protection for fire hazard severity zones. The analysis will describe evacuation plans and procedures and any potential conflicts. Consistent with the courts,[2] the analysis will focus on the project's potential to exacerbate wildfire risks and hazards, for example, from land use changes or planned development within a very high fire hazard severity zone.

8.6 Alternatives and CEQA-Required Findings

The PlaceWorks team will evaluate alternatives in the EIR that focus on citywide General Plan Update alternatives. A CEQA-required "No Project" alternative will be included, while other alternatives will be produced through the planning and environmental review process, ensuring discussion of the benefits and drawbacks of each proposed alternative. Additionally,

[2] *California Building Industry Association (CBIA) v. Bay Area Air Quality Management District (BAAQMD)*, 62 Cal. 4th 369 (No. S 213478) issued December 17, 2015.

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each alternative will be consistent with the objectives of the proposed General Plan Update outlined in the project description.

The EIR will address the overall impacts and implications the projects may have on regional growth for Alameda County and the Bay Area as a whole. This analysis will consider the potential growth-inducing elements of each plan and appropriate conclusions will be prepared to fulfill CEQA requirements related to unavoidable significant impacts, significant irreversible changes, short and long-term productivity, and effects believed to be insignificant.

8.7 Administrative Draft EIR

An Administrative Draft EIR will be prepared and will include additional sections such as the Acronyms and Abbreviations, Persons Consulted, Technical Appendices, and a Table of Contents. The purpose of the Administrative Draft EIR is to give City staff a chance to review and comment and circulating the document to all relevant City departments. City planning staff will act as a clearinghouse for departmental comments and will provide PlaceWorks with one set of comments on the Administrative Draft EIR. As part of our regularly scheduled biweekly meetings with City staff, PlaceWorks will meet with reviewers to discuss comments on the Administrative Draft EIR as needed.

8.8 Screencheck Draft EIR

Once staff comments have been received, PlaceWorks will revise the EIR to reflect comments and concerns expressed on the Administrative Draft EIR. PlaceWorks will incorporate one (1) consolidated set of comments on the ADEIR from City staff to create Screencheck Draft EIR as a second copy in which City staff will once again review and provide redlined comments and revise formatting. Comments on the Screencheck Draft EIR are assumed to be limited to grammatical, format, and typographical comments.

8.9 Public Draft EIR and Notices

Revisions to the Screencheck Draft EIR will be incorporated by PlaceWorks to prepare a Draft EIR to be circulated for public review and comment. PlaceWorks will provide City staff with a PDF version for easy access online.

PlaceWorks will prepare a Notice of Availability and complete the OPR Notice of Completion form, and submit online to the State Clearinghouse, which will begin the public review period.

During the CEQA-required 45-day public review period, key staff from the PlaceWorks team will attend a public hearing to gather comments on the Draft EIR and answer questions. PlaceWorks will prepare materials for the public hearings, including a brief presentation. PlaceWorks environmental staff will facilitate the portion of the meeting related to the EIR.

8.10 Administrative Final EIR

Following the mandatory CEQA 45-day review period, the PlaceWorks team will prepare an Administrative Draft Final EIR. We assume that City staff will forward all public comments within five (5) working days of the close of the public review period. Comments will be annotated and entered into a spreadsheet as they are received, and will be scanned and organized as they are received. PlaceWorks will prepare the responses to comments, collaborating with City staff, to ensure all public comments are addressed. The Final EIR will include a compilation of the public comments received and response to comments, as well as any clarifications or corrections to the Draft EIR, if required.

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8.11 Screencheck Final EIR

PlaceWorks will incorporate one consolidated set of comments on the Administrative Draft Final EIR from City staff to create Screencheck Draft Final EIR. The Screencheck Draft Final EIR will include the response to comments, additional analysis, or revisions to the Draft EIR as necessary and the Mitigation Monitoring or Reporting Program (MMRP) discussed below. Comments on the Screencheck Draft Final EIR are assumed to be limited to grammatical, format, and typographical comments.

8.12 Public Final EIR

Following receipt of comments from the City on the Screencheck Draft Final EIR, PlaceWorks will prepare a public review draft of the Final EIR, which will incorporate the final comments from the City on the Screencheck Draft Final EIR.

8.13 Mitigation Monitoring or Reporting Program

Concurrent with the preparation of the Final EIR, we will prepare a Mitigation Monitoring or Reporting Program (MMRP) for the mitigation measures included in the EIR. The MMRP, shown in tabular form, will identify responsibility for implementing and monitoring each mitigation measure, along with monitoring triggers and reporting frequencies. The MMRP will be submitted as a draft document to the City for review and comment, and then revised by PlaceWorks for publication with the Final EIR.

8.14 Findings of Fact

PlaceWorks will work with the City staff, including the City attorney, to prepare draft findings and resolutions to allow for certification of the EIR and adoption of the General Plan. These findings and resolutions will summarize any significant impacts of the General Plan Update, present mitigation measures required to reduce impacts to less-than-significant levels, allow adoption of the MMRP, and include, if necessary, statements of overriding consideration. The findings and resolutions will be finalized by City staff.

8.15 Notice of Determination

Following the certification of the EIR and within five (5) days of approval of the General Plan Update PlaceWorks will prepare a Notice of Determination (NOD). City staff will submit the NOD to the County Clerk and pay all applicable filing fees at the time of posting. Note our budget does not include payment of any filing fees for the NOD.

Task 9. Adoption and Final Documents

In this task, PlaceWorks will shepherd the General Plan and EIR through the adoption and certification process and prepare final versions of the documents.

9.1 Certification and Adoption Hearings

In these final hearings, the Planning Commission and City Council will review and adopt the Final General Plan and certify the EIR. PlaceWorks will attend up to two Planning Commission and three City Council hearings.

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9.2 Final General Plan and Online General Plan

Once the Council adopts the General Plan, PlaceWorks will create a Final General Plan for distribution and archiving. PlaceWorks will incorporate comments received during the review period based on City Council direction. PlaceWorks will prepare an administrative, screencheck and final drafts of the Final General Plan.

As a companion to the hard copy General Plan document, PlaceWorks will create a configurable and interactive online General Plan. This web-based application will present the content of the General Plan through interactive text, maps, and graphics. At this time, PlaceWorks recommends using the City's ArcGIS Online account to create the online General Plan so the City can maintain future updates.

Task 10. Ongoing Project Management

As part of this task, PlaceWorks will establish a regular communication protocol with City staff and prepare for and facilitate meetings with the Technical Advisory Committee (TAC) and other agencies.

10.1 TAC Coordination

The City will convene a Technical Advisory Committee comprised of a representative and an alternate from the following Departments:

- Community Development
- City Manager
- Administrative Services
- Economic Development
- Fire Department
- Library
- Police
- Public Works
- City Attorney's Office
- Partner Agencies like LARPD, School District, Zone 7, CalWater, and LAVTA

TAC members will be asked to review and comment on work products and/or meeting materials as relevant to their area of expertise. The TAC will be asked to review documents for accuracy, ensure all relevant topics are covered, identify data holes, and provide data sources for missing information.

A representative from PlaceWorks will attend each TAC meeting. PlaceWorks will create the meeting agenda and prepare a summary of agreements and action items. City staff will be responsible for coordinating meeting invites and RSVPs, securing room reservations (if needed), distributing materials to TAC members, and collecting and compiling TAC comments. PlaceWorks and City staff will mostly hold meetings with subsets of the TAC, including individual departments, to review department-specific content. However, it is also possible the TAC will convene as a large group on occasion. This scope of work assumes PlaceWorks will facilitate and attend up to 15 TAC meetings.

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10.2 Staff Meetings and Communication

PlaceWorks and City staff will hold regular, weekly check-in calls and meetings. Prior to each call, PlaceWorks will prepare an agenda and summarize agreements and action items after the call. PlaceWorks will document these agreements in writing to ensure we remain in close collaboration with City staff throughout the project. The City and PlaceWorks will also use the City's General Plan Microsoft Teams channel, or similar program, to share, edit, and save files. This scope assumes roughly weekly calls with City staff, and quarterly in-person work sessions. It is assumed these meetings will be held via Zoom or similar conferencing platform.

10.4 Administrative Record

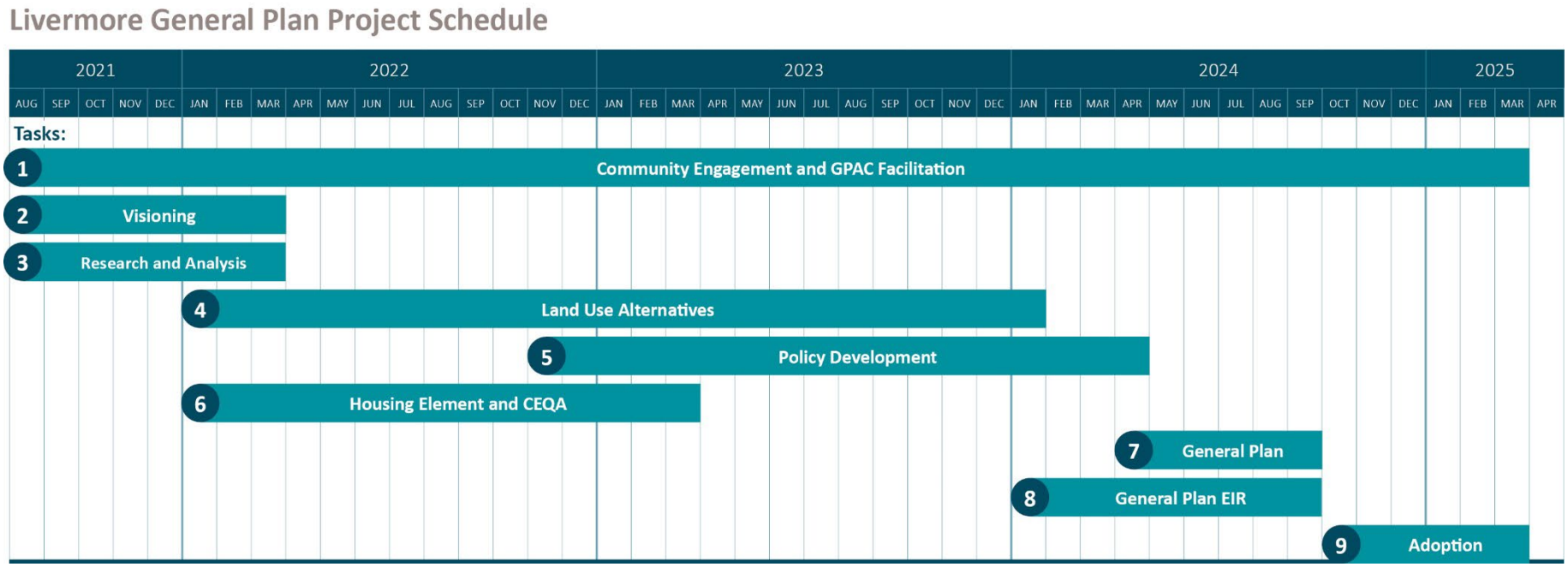
During the course of the General Plan Update and EIR, the PlaceWorks team will be mindful of record-keeping for the purpose of building the administrative record. At the completion of the project, PlaceWorks will compile all documents in the administrative record and electronically submit them to the City.

SCHEDULE

PlaceWorks' proposed schedule for completion of the Livermore General Plan Update is shown in Figure 1. As shown in the schedule, we anticipate that the General Plan can be adopted by mid-2025. We believe this schedule is in keeping with your needs, but we are happy to revise this schedule if necessary.

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FIGURE 1: PROJECT SCHEDULE



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COSTS

PlaceWorks will complete the Livermore General Plan Update as described in above for a fee of $3,025,798 as shown in Figure 2. PlaceWorks bills for its work on a time-and-materials basis with monthly invoices.

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EXHIBIT A

The PlaceWorks Team
Livermore General Plan Update

COST PROPOSAL

					SUBCONSULTANTS										
					EPS	Kittelson	GPA Consulting	Archeo-Tec	BKF	WRA Inc.	Rob Becker	FM3 Research			
	Hourly Rate:	PlaceWorks Hours	PlaceWorks 2% Office Expenses	PlaceWorks Total	Economics	Transportation	Historic Resources	Archaeological Resources	Civil Engineering	Biological Resources	Visual Simulations	Survey	10% Subconsultant Markup	Subconsultant Total	Total Task Budget
TASK 1. Public Participation and CAC Facilitation															
1	Equity and Inclusion Plan	88	$304	$15,484	0	0	0	0	0	0	0	0	$0	$0	$15,484
2	Branding	34	$115	$5,845	0	0	0	0	0	0	0	0	$0	$0	$5,845
3	Documentary Art Project	81	$295	$15,040	0	0	0	0	0	0	0	0	$0	$0	$15,040
4	Citizens Advisory Committee Facilitation (24)	1102	$3,796	$193,586	0	8,967	0	0	0	0	0	0	$897	$9,864	$203,450
5	Community Events (up to 12)	244	$750	$38,250	7,200	0	0	0	0	0	0	0	$720	$7,920	$46,170
6	Citywide Workshops (up to 6 in person, up to 6 virtual)	734	$2,409	$122,834	3,425	5,027	0	0	0	0	0	0	$845	$9,297	$132,131
7	Stakeholder Interviews	20	$94	$4,794	7,680	0	0	0	0	0	0	0	$768	$8,448	$13,242
8	Planning Commission and City Council Meetings (12)	320	$1,139	$58,099	5,825	5,978	0	0	0	0	0	0	$1,180	$12,983	$71,082
9	CBO Coordination	120	$476	$24,276	0	0	0	0	0	0	0	0	$0	$0	$24,276
10	Support City Staff Outreach Efforts	143	$424	$21,629	0	0	0	0	0	0	0	0	$0	$0	$21,629
11	Tribal Consultation	50	$171	$8,731	0	0	0	4,120	0	0	0	0	$412	$4,532	$13,263
12	Website	238	$673	$34,313	0	0	0	0	0	0	0	0	$0	$0	$34,313
13	Online Engagement	284	$948	$48,368	0	0	0	0	0	0	0	0	$0	$0	$48,368
14	Translation	96	$240	$12,240	0	0	0	0	0	0	0	0	$0	$0	$12,240
	Task 1. Subtotal	**3,554**	**$11,834**	**$603,489**	**$24,130**	**$19,972**	**$0**	**$4,120**	**$0**	**$0**	**$0**	**$0**	**$4,822**	**$53,044**	**$656,533**
TASK 2. Visioning															
1	Visioning Outreach Strategy	12	$45	$2,305	0	0	0	0	0	0	0	0	$0	$0	$2,305
2	Communitywide Visioning Survey	28	$114	$5,814	0	0	0	0	0	0	0	34,500	$3,450	$37,950	$43,764
3	Draft General Plan Vision Statement	73	$216	$11,011	0	0	0	0	0	0	0	0	$0	$0	$11,011
4	Final General Plan Vision Statement	15	$46	$2,331	0	0	0	0	0	0	0	0	$0	$0	$2,331
	Task 2. Subtotal	**128**	**$421**	**$21,461**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$34,500**	**$3,450**	**$37,950**	**$59,411**
TASK 3. Research and Analysis															
1	Existing Conditions Reports	680	$2,181	$111,241	0	27,479	3,310	11,840	10,260	16,001	0	0	$6,889	$75,779	$187,020
2	Baseline Economic and Market Trends	26	$100	$5,090	17,190	0	0	0	0	0	0	0	$1,719	$18,909	$23,999
3	Real Estate Development Feasibility Assessment	24	$95	$4,855	11,050	0	0	0	0	0	0	0	$1,105	$12,155	$17,010
4	Existing Conditions Summary Document and Online Story Map	268	$798	$40,678	0	0	0	0	0	0	0	0	$0	$0	$40,678
5	General Plan Legislative Audit	56	$170	$8,670	0	0	0	0	0	0	0	0	$0	$0	$8,670
	Task 3. Subtotal	**1,054**	**$3,344**	**$170,534**	**$28,240**	**$27,479**	**$3,310**	**$11,840**	**$10,260**	**$16,001**	**$0**	**$0**	**$9,713**	**$106,843**	**$277,377**
TASK 4. Land Use Alternatives															
1	Alternatives Outreach Strategy	16	$58	$2,938	0	0	0	0	0	0	0	0	$0	$0	$2,938
2	Confirm Focus Areas	50	$184	$9,404	0	0	0	0	0	0	0	0	$0	$0	$9,404
3	Property Owner Meetings (up to 3)	66	$231	$11,781	0	0	0	0	0	0	0	0	$0	$0	$11,781
4	Draft Land Use Alternatives	182	$685	$34,955	23,840	0	0	0	0	0	0	0	$2,384	$26,224	$61,179
5	Alternatives Evaluation	635	$2,028	$103,428	5,000	39,480	12,980	5,700	13,660	5,612	49,300	0	$13,173	$144,905	$248,333
6	Preferred Scenario Creation	168	$580	$29,600	0	0	0	0	0	0	0	0	$0	$0	$29,600
7	Preferred Scenario Implementation	26	$91	$4,661	9,000	19,883	0	0	0	0	0	0	$2,888	$31,771	$36,432
8	Transportation Impact Analysis Guidelines	14	$59	$3,019	0	19,962	0	0	0	0	0	0	$1,996	$21,958	$24,977
	Task 4. Subtotal	**1157**	**$3,916**	**$199,786**	**$37,840**	**$79,325**	**$12,980**	**$5,700**	**$13,660**	**$5,612**	**$49,300**	**$0**	**$20,441**	**$224,858**	**$424,644**
TASK 5. Policy Development and Evaluation															
1	Policy Development Outreach Strategy	23	$71	$3,596	0	0	0	0	0	0	0	0	$0	$0	$3,596
2	Existing General Plan Policy Matrix	160	$501	$25,561	0	0	0	0	0	0	0	0	$0	$0	$25,561
3	Policy Options and Recommendations	250	$832	$42,412	24,050	9,964	6,280	1,870	0	3,919	0	0	$4,608	$50,691	$93,103
4	Draft Goals, Objectives, Policies, and Actions	329	$1,080	$55,095	0	0	0	0	0	0	0	0	$0	$0	$55,095
5	Land Use Map Cleanups	58	$229	$11,689	0	0	0	0	0	0	0	0	$0	$0	$11,689
	Task 5. Subtotal	**820**	**$2,713**	**$138,353**	**$24,050**	**$9,964**	**$6,280**	**$1,870**	**$0**	**$3,919**	**$0**	**$0**	**$4,608**	**$50,691**	**$189,044**
TASK 6. Housing Element and CEQA															
1	Housing Element Project Management and Initiation	64	$215	$10,940	0	0	0	0	0	0	0	0	$0	$0	$10,940
2	Housing Element Outreach	204	$663	$33,833	0	0	0	0	0	0	0	0	$0	$0	$33,833
3	Document Review	26	$77	$3,947	0	0	0	0	0	0	0	0	$0	$0	$3,947
4	Review of Previous Housing Element Programs	38	$107	$5,437	0	0	0	0	0	0	0	0	$0	$0	$5,437
5	Land Inventory	85	$269	$13,729	0	0	0	0	0	0	0	0	$0	$0	$13,729
6	Housing Needs Assessment Document	59	$166	$8,451	0	0	0	0	0	0	0	0	$0	$0	$8,451
7	Housing Constraints	45	$139	$7,084	0	0	0	0	0	0	0	0	$0	$0	$7,084
8	Housing Goals, Policies, and Quantified Objectives	45	$154	$7,849	0	0	0	0	0	0	0	0	$0	$0	$7,849
9	Administrative Draft Housing Element	96	$300	$15,290	0	0	0	0	0	0	0	0	$0	$0	$15,290
10	Public Review Draft Housing Element	67	$195	$9,945	0	0	0	0	0	0	0	0	$0	$0	$9,945
11	Adopted Final Housing Element	34	$95	$4,825	0	0	0	0	0	0	0	0	$0	$0	$4,825
12	Housing Element CEQA	134	$425	$21,685	0	0	0	0	0	0	0	0	$0	$0	$21,685
13	HCD Review	80	$240	$12,240	0	0	0	0	0	0	0	0	$0	$0	$12,240
14	Land Inventory GIS Tracking Tool	46	$169	$8,619	0	0	0	0	0	0	0	0	$0	$0	$8,619
	Task 6. Subtotal	**1,023**	**$3,214**	**$163,874**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$163,874**

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EXHIBIT A

The PlaceWorks Team
Livermore General Plan Update

COST PROPOSAL

					SUBCONSULTANTS										
					EPS	Kittelson	GPA Consulting	Archeo-Tec	BKF	WRA Inc.	Rob Becker	FM3 Research			
	Hourly Rate:	PlaceWorks Hours	PlaceWorks 2% Office Expenses	PlaceWorks Total	Economics	Transportation	Historic Resources	Archaeological Resources	Civil Engineering	Biological Resources	Visual Simulations	Survey	10% Subconsultant Markup	Subconsultant Total	Total Task Budget
TASK 7. General Plan															
1	General Plan Outreach Strategy	12	$48	$2,428	0	0	0	0	0	0	0	0	$0	$0	$2,428
2	General Plan Outline and Format	52	$158	$8,038	0	0	0	0	0	0	0	0	$0	$0	$8,038
3	Administrative Draft General Plan	574	$1,927	$98,267	0	10,698	0	0	0	0	0	0	$1,070	$11,768	$110,035
4	Draft General Plan	114	$358	$18,243	0	0	0	0	0	0	0	0	$0	$0	$18,243
	Task 7. Subtotal	**752**	**$2,491**	**$126,976**	$0	$10,698	$0	$0	$0	$0	$0	$0	**$1,070**	**$11,768**	$138,744
TASK 8. General Plan EIR															
1	Notice of Preparation and Scoping Session	29	$107	$5,457	0	0	0	0	0	0	0	0	$0	$0	$5,457
2	2045 Horizon Year General Plan Projections	144	$474	$24,184	0	0	0	0	0	0	0	0	$0	$0	$24,184
3	Thresholds of Significance Memorandum	17	$63	$3,213	0	0	0	0	0	0	0	0	$0	$0	$3,213
4	EIR Introduction and Project Description	68	$238	$12,158	0	0	0	0	0	0	0	0	$0	$0	$12,158
5	Setting, Impacts, and Mitigation Measure	732	$2,500	$127,500	0	0	0	0	0	0	0	0	$0	$0	$127,500
6	Alternatives and CEQA-Required Findings	120	$429	$21,859	0	0	0	0	0	0	0	0	$0	$0	$21,859
7	Administrative Draft EIR	229	$839	$42,769	0	33,365	4,910	19,400	28,368	12,631	0	0	$9,867	$108,541	$151,310
8	Screencheck Draft EIR	55	$168	$8,583	0	6,305	1,430	1,010	4,460	1,938	0	0	$1,514	$16,657	$25,240
9	Public Draft EIR and Notices	37	$111	$5,666	0	0	880	0	1,822	1,019	0	0	$372	$4,093	$9,759
10	Administrative Final EIR	134	$469	$23,939	0	6,849	1,780	2,205	0	3,284	0	0	$1,412	$15,530	$39,469
11	Screencheck Final EIR	69	$226	$11,526	0	2,935	765	555	0	418	0	0	$467	$5,140	$16,666
12	Public Final EIR	27	$86	$4,391	0	1,245	515	0	0	418	0	0	$218	$2,396	$6,787
13	Mitigation Monitoring or Reporting Program	23	$82	$4,197	0	0	0	0	0	0	0	0	$0	$0	$4,197
14	Findings of Fact	26	$84	$4,274	0	0	0	0	0	0	0	0	$0	$0	$4,274
15	Notice of Determination	3	$10	$505	0	0	0	0	0	0	0	0	$0	$0	$505
	Task 8. Subtotal	**1,713**	**$5,886**	**$300,221**	$0	$50,699	$10,280	$23,170	$34,650	$19,708	$0	$0	**$13,850**	**$152,357**	$452,578
TASK 9. Adoption and Final Documents															
1	Certification and Adoption Hearings	92	$344	$17,564	0	0	0	0	0	0	0	0	$0	$0	$17,564
2	Final General Plan and Online General Plan	204	$628	$32,008	0	0	0	0	0	0	0	0	$0	$0	$32,008
	Task 9. Subtotal	**296**	**$972**	**$49,572**	$0	$0	$0	$0	$0	$0	$0	$0	**$0**	**$0**	$49,572
TASK 10. Ongoing Project Management															
1	TAC Coordination	180	$665	$33,890	0	0	0	0	0	0	0	0	$0	$0	$33,890
2	Staff Meetings and Communication	1246	$4,659	$237,614	2,850	22,494	0	1,320	2,700	7,255	0	0	$3,662	$40,281	$277,895
3	Administrative Record	53	$145	$7,415	0	0	0	0	0	0	0	0	$0	$0	$7,415
	Task 10. Subtotal	**1,479**	**$5,469**	**$278,919**	$2,850	$22,494	$0	$1,320	$2,700	$7,255	$0	$0	**$3,662**	**$40,281**	$319,200
	Labor Hours Total	**11,976**													
	Labor Dollars Total		**$40,260**	**$2,053,185**	$117,110	$220,631	$32,850	$48,020	$61,270	$52,495	$49,300	$34,500		**$677,792**	**$2,730,977**
	PlaceWorks Percent of Total Labor														

EXPENSES	
PlaceWorks Reimbursable Expenses	$60,965
Subconsultants' Reimbursable Expenses	$38,577
Compensation for Community Based Organization(s)	$60,000
Grants for Local Artist(s)	$25,000
Contingency	$110,279
EXPENSES TOTAL	$294,821

GRAND TOTAL	$3,025,798

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ASSUMPTIONS

This scope of work and cost estimate assumes that:

Billing rates for this project are guaranteed through December 2024. Billing rates would be subject to an increase of up to 6 percent on January 1, 2025, and in each subsequent year thereafter. A budget increase would be necessary to cover costs incurred after January 1, 2025.

PlaceWorks will send an invoice for work completed each month. The invoice will show hours worked by labor category, billing rate, and total by labor category plus subconsultants and reimbursable expenses. Special invoicing requirements may necessitate an additional fee.

Our cost estimate includes the meetings shown in the scope of work. Additional meetings would be billed on a time-and-materials basis. Each project meeting will last up to two hours. Each public workshop or public meeting will last up to two hours, plus an additional hour for setting up and taking down equipment.

No more than 40 hours of PlaceWorks staff time will be required to respond to comments on the Draft EIR. If additional labor is necessary, a contract amendment allowing additional work will be necessary.

City of Livermore staff will act as a clearinghouse for comments on all administrative draft documents, and will provide PlaceWorks with a single, internally reconciled set of comments on each administrative draft.

There will be a single round of intensive review and revision to each administrative draft product prior to the screencheck draft. If City of Livermore staff feels that a second administrative draft is needed, a contract amendment allowing additional work will be necessary.

Revisions to screencheck drafts will focus on typographical errors, formatting and other minor edits. Such revisions will not include content changes.

Multiple changes from the City of Livermore about how to proceed will require a contract amendment to allow completion of the additional work.

PlaceWorks will use ArcGIS version 10.x-compatible shapefiles and/or geodatabases from the City of Livermore for the development of the project's base map and subsequent thematic maps. All files delivered by City of Livermore are assumed to be current, spatially accurate and aligned with one another, and referenced to a common coordinate system appropriate for the area. Each shapefile will arrive with the appropriate coordinate system definitions (i.e. .PRJ files); likewise, the coordinate system of geodatabases, if applicable, will contain proper coordinate system definitions. This scope assumes that City of Livermore's existing GIS information, including attribute data, are essentially complete and

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that any needed adjustments by PlaceWorks will be minor. A maximum of 16 hours will be allotted for data quality control procedures.

After creating the initial base map, PlaceWorks will provide a copy to City of Livermore for review and approval prior to use for subsequent mapping work. At the conclusion of the project, PlaceWorks will provide the City of Livermore all original GIS data as well as project-specific data layers modified or created by PlaceWorks along with pertinent metadata documentation.

PlaceWorks will use Microsoft Word and/or Adobe InDesign for page layout of reports, plans, and similar documents. Additional software such as Adobe Illustrator, Adobe Photoshop, ArcGIS and AutoCAD will be used to create illustrations, maps, diagrams and other graphics.

All products will be submitted to City of Livermore in electronic (native files and PDF) format, except for:

- Printed materials for community events and workshops.
- 10 copies of final Housing Element
- 10 copies of final General Plan
- 10 copies of Draft EIR
- 10 copies of Final EIR

The City of Livermore will provide electronic, editable copy of the following documents existing General Plan.

City of Livermore staff will be responsible for meeting logistics, including schedule co-ordination, document production, printing notices, mailing costs, room reservations, room set-up and take-down, and refreshments.

PlaceWorks will provide up to 3 facilitators for the public workshops. Additional facilitators will be drawn from City of Livermore staff. PlaceWorks will provide training for facilitators immediately before each workshop.

PlaceWorks will not be responsible for designing notices for public meetings.

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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:
   $2,000,000 per occurrence/**$4,000,000** 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. 5.11**

DATE: October 23, 2023

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution authorizing execution of the second amendment to the agreement with Ruggeri-Jensen-Azar for on-call engineering design services increasing the not-to-exceed contract amount from $1,200,000 to $1,800,000 and extending the term of the agreement one year to December 31, 2024.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute the second amendment to the agreement with Ruggeri-Jensen-Azar for on-call engineering design services increasing the not-to-exceed contract amount from $1,200,000 to $1,800,000 and extending the term of the agreement to December 31, 2024.

SUMMARY

This second amendment with Ruggeri-Jensen-Azar provides on-call engineering services for civil engineering design, structural analysis, subsurface engineering, surveying, right of way and construction staking, and appraisals, as well as preparation of civil engineering maps, legal descriptions, storm water prevention plans, and assorted general drafting services in connection with a variety of City capital improvement projects and miscellaneous development projects. This second amendment increases the not-to-exceed contract maximum from $1,200,000 to $1,800,000 and extends the term of the agreement to December 31, 2024.

DISCUSSION

On January 14, 2021, the City entered into an engineering services agreement with Ruggeri-Jensen-Azar to provide on-call engineering services for a two-year term. The original agreement was amended once to provide additional design services. The first amendment increased the amount of the agreement by $600,000 to a total amount of $1,200,000. This second amendment provides additional on-call engineering services.

Ruggeri-Jensen-Azar has been instrumental in providing on-call engineering support in a wide variety of tasks. These tasks include, but are not limited to, potholing and locating subsurface utilities for sewer

replacement projects, providing Certified Access Specialist (CASp) services, sidewalk and Americans with Disabilities Act (ADA) design, Caltrans permitting for street resurfacing projects, a feasibility study for the proposed South Livermore Valley sewer extension, and preparing various maps for downtown development.

The second amendment will increase the amount of the agreement by $600,000 to a total amount of $1,800,000. This amendment provides for on-call engineering design services for various projects in the Capital Improvement Plan. Potential projects include, but are not limited to, the following:

- Downtown Landscape Rehabilitation, City Project No. 2005-12.
- Iron Horse Trail - Downtown, City Project No. 2018-24.
- Livermore Village Joint Trench, City Project No. 2021-19.
- Stanley Blvd Median Improvements, City Project No. 2020-14.
- Elaine Ave Median Landscaping, City Project No. 2023-24.
- 2022 ATP Bike Lane Improvements, City Project No. 2021-14.

In general, anticipated tasks include design, surveying, potholing, right-of-way, and accessibility assessment support on these projects.

FISCAL AND ADMINISTRATIVE IMPACTS

Funding for services rendered under this agreement will be derived from the various capital improvement projects in the approved Capital Improvement Program, developer fees for various development projects for which consultant services are required, and the engineering operating budget for miscellaneous consultant services. Therefore, no additional appropriation is necessary.

COMMUNITY PILLAR

5: A City That Works

GOAL

14: Develop, operate and maintain City's infrastructure

ATTACHMENTS

1. Resolution
2. Exhibit A - Ruggeri-Jensen-Azar Second Amendment

Prepared by: Saurabh Nijhawan
Associate 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 EXECUTION OF A SECOND AMENDMENT TO THE ENGINEERING SERVICES AGREEMENT WITH RUGGERI-JENSEN-AZAR FOR ON-CALL ENGINEERING DESIGN SERVICES INCREASING THE NOT-TO-EXCEED CONTRACT AMOUNT FROM $1,200,000 TO $1,800,000 AND EXTENDING THE TERM OF THE AGREEMENT FOR ONE YEAR

On January 14, 2021, the City of Livermore ("City") entered into an engineering services agreement with Ruggeri-Jensen-Azar for on-call civil engineering design services. The original agreement was first amended to provide additional design services. The first amendment increased the amount of the agreement by $600,000 to a total amount of $1,200,000 and extended the term of the agreement to December 31, 2023. The second amendment will provide additional on call engineering design services in the amount of $600,000, increasing the total contract amount from $1,200,000 to $1,800,000 and extending the term of the agreement to December 31, 2024.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby authorizes the City Manager to execute a second amendment to the engineering services agreement with Ruggeri-Jensen-Azar for on-call engineering design services, attached hereto as Exhibit A, increasing the not-to-exceed contract amount from $1,200,000 to $1,800,000 and extending the term of the agreement to December 31, 2024.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 23, 2023, by the following vote:

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

ATTEST:

_____
Marie Weber
Deputy City Manager/City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Assistant City Attorney

Exhibit A – Ruggeri-Jensen-Azar Second Amendment

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SECOND AMENDMENT TO ENGINEERING SERVICES AGREEMENT

THIS SECOND AMENDMENT, is made and entered into this ____ day of _____, 2023, by and between the City of Livermore, a municipal corporation ("City"), and Ruggeri-Jensen-Azar, a California Corporation ("Consultant").

RECITALS

On January 14, 2021, City and Consultant entered into an agreement for Consultant to provide engineering design services for on-call plan and specification preparation, engineering anlysis, stormwater plan preparation, surveying, mapping, structural evaluation, utility location, and right-of-way assistance for City ("Original Agreement"). Section 21 of the Original Agreement requires that any modifications to it must be in writing and signed by the parties.

On May 26, 2022, City and Consultant entered into a first amendment to provide additional on-call engineering services as specified in the Original Agreement, increase the Consultant's compensation by $600,000, and extend the Term of the Agreement by one year to December 31, 2023 ("First Amendment").

City and Consultant desire to amend the Original Agreement and First Amendment to provide additional on-call engineering services as specified in the Original Agreement, increase the Consultant's compensation by $600,000, and extend the Term of the Agreement by one year to December 31, 2024. This is the Second amendment to the Original Agreement.

AGREEMENT

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

1. The Original Agreement is amended as follows:

   A. Subparagraph (a) of Section 6, "Compensation and Payment," of the Original Agreement is deleted and replaced with the following:

      (1) The total compensation payable by City to Consultant for the Services SHALL NOT EXCEED the sum of $1,800,000 ("not-to-exceed amount"). City shall compensate Consultant for the Services rendered during 2021 and 2022 at the hourly rates, task amounts, or travel expenses set forth in Exhibit "A" of the Original Agreement up to the not-to-exceed amount. City shall compensate Consultant for the Services rendered during 2023 through the effective date of the Second Amendment at the hourly rates, task amounts, or travel expenses set forth in Exhibit "A-1" of the First

Amendment up to the not-to-exceed amount. City shall compensate Consultant for the Services rendered during the remainder of 2023 and 2024 at the hourly rates, task amounts, or travel expenses set forth in Exhibit "A-2" of the Second Amendment 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. Section 7 of the Original Agreement is amended to read as follows:

7. Term. The term of this Agreement commences on the Effective Date and terminates upon the depletion of funds or December 31, 2024, whichever occurs first.

2. These amendments are prospective and only apply to the Services rendered by Consultant after the execution of this Amendment. Unless otherwise stated herein, this Amendment does not relieve the parties of the terms and conditions of the Original Agreement as written and in effect at the time the Services were rendered.

3. Except as amended above, the Original Agreement and First Amendment remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

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:
Eddie Sieu
1F69CFFE79FD468...

7/21/2023 | 9:58 AM PDT

By: Eddie Sieu
Title: Principal In Charge

CITY OF LIVERMORE: **Dated:**

Marianna Marysheva
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Jana Mazzanti
245F8B35F34C457...

Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
492639AA373F4CA...

Risk Manager/Analyst

Attachments: Exhibit A-2

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EXHIBIT A

EXHIBIT A-2
FEE SCHEDULE
for
RUGGERI-JENSEN-AZAR

HOURLY RATE SCHEDULE FOR PROFESSIONAL SERVICES
(Effective Jan. 1, 2023 through Dec. 31, 2024)

Classification	Rates	
	2023	2024
Senior Project Manager	$267.00	$281.00
Project Manager	$251.00	$264.00
Senior Engineer	$239.00	$251.00
Associate Engineer	$223.00	$235.00
Engineer	$206.00	$217.00
Assistant Engineer	$179.00	$188.00
Senior Technician	$177.00	$185.00
Administrative Assistant	$103.00	$107.00
Field Survey Manager	$220.00	$232.00
2-Person Survey Crew	$312.00	$328.00
Principal	$272.00	$285.00

EXPENSE SCHEDULE

1. All outside expenses will be billed at actual Cost plus 15%, including:

- Delivery Service
- Reproduction
- Mileage- Auto
- Travel & Expenses

2. All Subconsultant fees will be billed at actual cost plus 10% up to $2,500 per Task Order.

3. All outside Agency fees will be billed at actual cost plus 10%.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.12**

DATE: October 23, 2023

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution authorizing execution of an agreement with Avenu Insights & Analytics, LLC for business license and tobacco retail license services in an amount not-to-exceed $450,000 for administration services and $250,000 per account for discovery/recovery and deficiency audit services.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an agreement with Avenu Insights & Analytics, LLC for business license and tobacco retail license services in an amount not-to-exceed $450,000 for administration services and $250,000 per account for discovery/recovery and deficiency audit services, for a term of three years with two one-year renewal options.

SUMMARY

The City outsourced business license and tobacco retail license administration beginning in 2020. This agreement will allow the City to continue to outsource those services to Avenu Insights & Analytics, LLC (Avenu) for a term of three years.

DISCUSSION

The business license and tobacco retail license programs are an important customer service touch point with the City's business community and yield vital information and revenues. Business license tax provides roughly $10 million of General Fund revenue annually. The tobacco retail license program encourages responsible tobacco retailing and discourages violations of tobacco related laws, especially those that prohibit sale of tobacco products to minors. Avenu's revenue management service is anticipated to (1) improve customer service through use of the latest technologies and best practices, (2) increase revenues through business-friendly education and compliance practices, and (3) reduce the cost of business license administration due to economies of scale. In addition, Avenu has municipal experience with 250 California government clients.

The business license and tobacco retail license services that Avenu provides fall into two categories. The

first category is administration services. Services in this category include new account, renewal and payment processing. Businesses have access to Avenu license specialists via phone, email, mail, fax and an online business support center. Licenses are valid for one calendar year, requiring a compact three-month annual renewal process. Currently, the cyclical nature of the renewal process makes staffing difficult and negatively impacts customer service. Avenu's business support center is staffed with multiple license specialists who will be able to absorb this peak renewal period while continuing to provide high quality customer service. This category of work will cost $15,000 for a one-time registration portal setup fee plus $16 per new registration or processed account. There is an option for two 1-year renewals with an annual price increase of 5% at the beginning of each term.

The second service category is discovery/recovery and deficiency audit services which will provide an opportunity to increase license revenue. Discovery/recovery services are designed to identify entities subject to licensure/taxation that are not currently registered or otherwise non-compliant. Deficiency audit services are designed to identify businesses that are registered but not properly reporting or paying the correct amounts. Avenu's service is designed to increase revenues and compliance while maintaining a business-friendly education focused approach. The cost for discovery/recovery and deficiency audit services is a tiered contingency fee of 35% of the first $100,000 in recoveries, 25% of recoveries > $100,000 up to $300,000 and 20% of recoveries >$300,000. There is a cap of $250,000 per account.

FISCAL AND ADMINISTRATIVE IMPACTS

The proposed not-to-exceed contract amount over a three-year term for license administration services is $450,000 and represents the fee of $16 per account. This cost accounts for the current level of approximately 8,000 licenses plus new licenses anticipated to be generated from discovery services. License administration services provided include database management, business support center and processing of renewals, new accounts, and payments. Since the fee is based on the number of licenses processed each month, expenditures will rise/fall in line with revenues providing better matching of license revenue and expenditures by period throughout the fiscal year.

The proposed annual administration services cost of $150,000 is offset by savings of in-house expenditures including wages/benefits, software, postage and supplies. Avenu provides database management so maintenance of license software will not be a City responsibility. In addition, the discovery/recovery and deficiency audit services will provide an opportunity for increased revenue. This service is on a tiered contingency fee basis with a cap of $250,000 per account. The cost of the proposed contract with Avenu is included in the City's FY 2023-24 and FY 2024-25 budget.

COMMUNITY PILLAR

5: A City That Works

GOAL

17: Ensure effective use of public resources

ATTACHMENTS

1. Resolution
2. Exhibit A - Avenu Insights and Analytics LLC Agreement

Prepared by: Ann Furtado
Accounting Supervisor

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 A PROFESSIONAL SERVICES AGREEMENT WITH AVENU INSIGHTS & ANALYTICS, LLC FOR BUSINESS LICENSE AND TOBACCO RETAIL LICENSE SERVICES IN AN AMOUNT NOT-TO-EXCEED $450,000 FOR ADMINISTRATION SERVICES AND $250,000 PER ACCOUNT FOR DISCOVERY/RECOVERY AND DEFICIENCY AUDIT SERVICES

The Finance Division for the City of Livermore requires a consultant to provide certain business license and tobacco retail license services to the City of Livermore ("City"). The City's business license and tobacco retail license programs are an important customer service touch point with the City's business community and yield vital information and significant revenue.

Beginning in 2020, the City outsourced business license and tobacco retail license administration. Executing an agreement with Avenu Insights & Analytics, LLC ("Consultant") will allow the City to continue outsourcing these business license and tobacco retail license services.

Pursuant to the proposed agreement, Consultant will provide business license and tobacco retail license services to the City, including administration services (i.e., processing business license applications, renewals, and payments), discovery/recovery services (i.e., identifying entities that are not in compliance with business license and tax requirements), and deficiency audit services (i.e., ensuring appropriate collection and remittance of local taxes and fees). The term of the proposed agreement is three years, with two, one year renewal options.

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

1. Authorizes the City Manager, or her designee, to execute a professional services agreement with Avenu Insights & Analytics, LLC, attached hereto as Exhibit A, for business license and tobacco retail license services, in an amount not-to-exceed $450,000 for administration services and $250,000 per account for discovery/recovery and deficiency audit services, for a term of three years with two, one year renewal options.

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 Councilmember _____, seconded by Councilmember _____, the foregoing resolution was passed and adopted on October 23, 2023, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

ATTEST: APPROVED AS TO FORM:

_____ */s/ Molly O'Toole*
Marie Weber Molly O'Toole
Deputy City Manager/City Clerk Deputy City Attorney

Exhibit A – Professional Services Agreement with Avenu Insights & Analytics, LLC

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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 Avenu Insights & Analytics, LLC ("Consultant"),a Delaware limited liability company.

RECITALS

City requires professional services to provide Business License and Tobacco Retail License services, which include both Administration and Discovery/Recovery/Deficiency Audit services.

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"):

Business License and Tobacco Retail License services, which include both Administration and Discovery/Recovery/Deficiency Audit services.

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 Ann Furtado, Accounting Supervisor ("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.

(a) The total compensation payable by City to Consultant for the Services **SHALL NOT EXCEED** the sum of the Administration Services outlined in Section 1 of Exhibit A, which SHALL NOT EXCEED the sum of $150,000 per year, and the tiered contingency fee for Discovery/Recovery/Deficiency Audit services outlined in Section 2.1 and Section 2.2 of Exhibit A, which SHALL NOT EXCEED the sum of $250,000 per account ("not-to-exceed amount"). City shall compensate Consultant for the Services rendered at the hourly rates, task amounts or travel expenses as 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 October 23, 2023, and terminates upon the completion of the Services or October 31, 2026, whichever occurs first. This is a 3-year term agreement, with an option for two 1-year renewals.

7. Termination by City. City may terminate any portion or all of the Services by giving Consultant at least 90 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,

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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. However, the defense, indemnity, and hold harmless obligations in this section do not extend to claims solely challenging the validity of a tax enacted by the City and collected by Consultant on behalf of the City as part of the services contemplated by this Agreement. The City and Consultant will work collaboratively to separate any such claim challenging the validity of a tax from any other claims so that it does not interfere with the Consultant's defense, indemnity, and hold harmless obligations in this section for any other claims. **IN NO EVENT SHALL CONSULTANT, ITS EMPLOYEES, CONTRACTORS, DIRECTORS, AFFILIATES AND/OR AGENTS BE LIABLE FOR ANY PUNITIVE DAMAGES ARISING FROM OR RELATED TO THE SERVICES, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT, AND WHETHER OR NOT CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. IN ADDITION, CONSULTANT'S TOTAL LIABILITY HEREUNDER, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE TOTAL LIMITS OF CONSULTANT'S INSURANCE.**

(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

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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 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

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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: Ann Furtado, Finance
City of Livermore
1052 S Livermore Avenue
Livermore, California 94550

TO CONSULTANT: Attention: Contracts Department
Avenu Insights & Analytics, LLC
5860 Trinity Parkway., Suite 120
Centreville, VA 20120
Email: contracts@avenuinsights.com

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

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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:
James Barkman
EDE06173EDB2470...

10/14/2023 | 5:08 AM PDT

James Barkman
CFO

CITY OF LIVERMORE: **Dated:**

Marianna Marysheva
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Molly O'Toole
A006EFED3B6E4A5...

Deputy/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 – STATEMENT OF WORK

This Statement of Work is incorporated in the Professional Services Agreement ("Agreement") by and between AVENU INSIGHTS & ANALYTICS, LLC ("AVENU") and CITY OF LIVERMORE, CA ("CLIENT"). In the Professional Services Agreement, Avenue is referred to as "Consultant" and Client is referred to as "City."

1. BUSINESS LICENSE /TOBACCO RETAIL LICENSE ADMINISTRATION SERVICES

Statement of Work

The Business License/Tobacco Retail License ("TRL") Administration Services offer a turnkey approach to ensure appropriate collection, deposit, recording, delinquency follow up, and reporting of the local license tax/fees. These services include all correspondence, forms, and other such services to ensure appropriate and timely remittance of the tax/fees.

1.1 Remittance Processing

- Taxes/fees Processed: AVENU will perform remittance processing for taxes/fees as designated by the CLIENT.
- Notification and Remittance: AVENU will provide individualized forms to all known licensed businesses ("Business(es))"). Businesses will remit payments as indicated in Attachment A, Distribution Confirmation, attached and incorporated herein by reference. Upon reasonable notice to CLIENT, AVENU may change the address for payments. Online filing and remittance using standard AVENU formatting is provided for the Businesses' convenience.
- Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CLIENT for each type of tax/fee collected. Up to 15 times per month, no less than 10 times per month.
- Posting Process: Accounts are posted with payment information captured in the AVENU revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change, and address change is captured and added to the payment data and taxpayer master file (as determined necessary by AVENU). Late payments (postmarked by U.S. Postal Service after the due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.
- Payments accepted: AVENU will provide tax or feepayers with the option to pay via ACH debit (electronic check), paper checks,ACH credit (upon approval)and credit card. A convenience fee in the amount of 3%-4% will be charged for credit card payment method to be passed through to businesses. AVENU's payment platform is PCI compliant and adheres to stringent data security standards as an integral part of business operations.
- Business Support: AVENU will provide a toll-free support number and provide assistance Monday-Friday 8:00 am – 5:00 pm PST. Support inquiries will be handled in the order in which they are received. During peak volume and longer expected wait

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times, taxpayers will be provided with an option to leave their number and receive an automated return call without losing their place in line or they may choose to remain on hold for the next available agent. Avenu will also provide support via email. Email requests will be responded to upon the order received.

- Changes to Attachment A: The CLIENT shall notify AVENU in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended Attachment A shall be prepared and executed by the Parties as soon as reasonably possible. In addition, AVENU shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CLIENT, then the CLIENT shall immediately notify AVENU and, thereafter, AVENU shall take the steps necessary to ensure that designated recipients receive the amounts intended by the CLIENT.

1.2 Compliance Services

- Taxes Reviewed: AVENU will perform compliance services for taxes designated by CLIENT under Remittance Processing Services. AVENU will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by the CLIENT, AVENU will make reasonable efforts to collect taxes designated by the CLIENT hereunder. Where deemed reasonably appropriate accounts may be turned over to audit or third party collection.
- Conduct of Compliance Services: To assure that all taxpayers are treated fairly and consistently and all compliance services are performed in a similar manner, AVENU representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to CLIENT in the same manner as provided for pursuant to the Remittance Processing section above.

1.3 AVENU Deliverables

- Avenu will make available to the CLIENT with a cloud-based, self-service, interactive Government Services Portal. The interactive portal will provide access to reports and business information.
- AVENU will make available to CLIENT detailed online reporting, including detailed payment listing, daily/weekly/monthly reconciliation reports, etc.
- AVENU will provide the CLIENT with reports via the online government services portal including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to the CLIENT's account numbers and all fees paid to AVENU. These reports are updated following each distribution and are immediately available.
- Avenu will provide Online filing and remittance portal using standard AVENU

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formatting for the Tax or Feepayers convenience.

- As required Avenu will provide Online Registration/License Application and Renewal portal using standard AVENU formatting for the Tax or Feepayers convenience.
- Create and maintain account database from CLIENT database and other sources.
- Provide tax and license forms and instructions by mail and/or electronic methods, initiate calls to businesses, and send filing reminders
- Receive data and input into administration system, batch forms/returns with payments, deposit checks, post to accounts and timely disbursement of funds.
- Reconcile Returns and Initiate Compliance Efforts: reconcile filings and payments; verify accuracy of filing; apply late fees, penalties, or interest; identify underpayments and refer to compliance process
- AVENU will provide a toll-free support number and provide tax or feepayer assistance Monday-Friday 8:00 am – 5:00 pm PST. Tax or Fee payer support inquiries will be handled in the order in which they are received. During peak volume taxpayers will be provided with an option to leave their number and receive an automated return call without losing their place in line or they may choose to remain on hold for the next available agent.
- Provide notification to all businesses who fail to include required documentation with their annual business license new/renewal application.
- Issue, print, and mail approved License to business.
- Send three (3) delinquency notifications to Businesses for first ninety (90) days after account becomes delinquent
- Provide authorized CLIENT staff access to the AVENU Government Service Center (GSC) portal license approval queue to view, approve and/or deny regulated licenses on hold pending departmental approval.

1.4 CLIENT Assistance

CLIENT shall assist AVENU prior to the start of work to be performed by providing necessary information and assistance to include, but not be limited to, the following:

- The most recent registration to collect the tax or fee and returns for the time period requested as needed to compile a historical database for the period of the statute of limitations;
- All existing Tax or Fee records to be converted in a file format agreed to by AVENU and a time specified in the implementation plan.
- Provide a copy of all ordinances related to tax or fee administered. If applicable, provide most recent sales tax and business license registry and payment history for the prior three (3) years.
- Inform AVENU of any circumstances concerning current existing payees;
- Inform AVENU of the development of new business developments or cooperatives
- Cooperate in the transition by reviewing proposed processing and materials, offering comments and suggestions and providing timely approvals;
- Undergo training in the use of online applications.

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- Provide authorization for AVENU to act as an agent of the CLIENT to accept Registrations, Applications, Tax Returns, payments and to pursue compliance/collection efforts.
- Provide notification of payment receipt from non compliant entities identified within two (2) business days of receipt.
- Distribution Confirmation**:** The CLIENT will fill in the account information requested on Attachment A and attach the same to the fully executed Agreement. Should there be any changes to the account or percentages in Attachment A, the CLIENT shall immediately notify AVENU in writing of all changes in amounts to be deposited into the accounts of designated recipents.
- Changes to Attachment A**:** The CLIENT shall notify AVENU in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended Attachment A shall be prepared and executed by the Parties as soon as reasonably possible. In addition, AVENU shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CLIENT, then the CLIENT shall immediately notify AVENU and, thereafter, AVENU shall take the steps necessary to insure that designated recipients receive the amounts intended by the CLIENT.
- Tax or Fee Change Notification**:** In the event of any change to the tax or fee rates being administered the CLIENT must provide notification ninety (90) days prior to the effective date of the change. Tax or fee changes include but are not limited to the following: rate increase, rate decreases, expiration of special tax districts, levy of new taxes, discontinuation of a current tax, modification of tax boundaries or creation of any special tax districts and/or events.
- CLIENT agrees to examine reports immediately. If no error is reported by the CLIENT to AVENU within thirty (30) days, the statement will be deemed accurate.

2.1 DISCOVERY/RECOVERY AND DEFICIENCY AUDIT SERVICES

Objectives and Methods

Discovery/Recovery Services are designed to provide a full-service solution to the CLIENT'S designated tax or fee enforcement procedures. It does not replace current functions but provides a focused solution to the identification of entities subject to taxation and/or registration by the CLIENT, which are not properly registered, or otherwise not reporting taxes and/or fees to the CLIENT. In performing the Discovery/Recovery Services, AVENU shall:

- Establish a comprehensive inventory of the entities subject to taxation by the CLIENT and the database elements needed to facilitate a comprehensive comparative analysis with the CLIENT'S records of those entities that are properly registered.
- Compare AVENU'S database of business records with the CLIENT'S records to identify potential non-reporting and non-registered entities subject to taxation.
- For unregistered or non-reporting entities identified and confirmed, assist the entities, as necessary, to complete the CLIENT'S applicable registration and/or tax returns.

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- Invoice entities (including supporting documentation) on behalf of the CLIENT for the number of identified deficiencies, with payment to be remitted to AVENU.
- Exhaust reasonable efforts to collaborate with the taxpayer in submitting registration and/or tax returns and payment correctly. Where deemed reasonably appropriate accounts may be turned over to audit or third party collection.
- Collect the number of identified deficiencies, together with required supporting documentation, and remit payment received to the CLIENT as agreed upon in the workplan. (AVENU shall follow the CLIENT'S business rules in collecting partial payments or the tax in full at the CLIENT'S direction.).
- Provide call center open during normal business hours (8:00 am – 5:00 pm PST) to assist entities with questions concerning application of the CLIENT'S taxes and reporting and remittance requirements.
- Educate entities regarding the CLIENT'S reporting requirements to prevent recurring deficiencies in future years.

AVENU Deliverables

Throughout the course of the agreement, AVENU will:

- Provide reports addressing each taxpayer who has failed to register and/or report appropriate taxes, penalties, interest, and any fees due.
- Provide a detail payment listing showing all taxes and fees paid to Avenu.
- Monitor and analyze the tax registry files of CLIENT no less than annually.

Remit payment to the CLIENT for funds received on behalf of the CLIENT no less than once per month on or before the tenth (10th) day of the month following collection.

CLIENT Assistance

CLIENT shall assist AVENU by providing necessary information and assistance to include, but not be limited to, the following:

- the most recent registration to collect the tax and returns for the time period requested as needed to compile a historical database for the period of the statute of limitations;
- all existing, License and Tax records to be converted in a file format agreed to by AVENU and a time specified in the implementation plan.
- Provide a copy of all ordinances related to sales tax, rental, hotel occupancy, loding tax, permits and or business registration.
- CLIENT agrees to examine reports immediately. If no error is reported by the CLIENT to AVENU within thirty (30) days, the statement will be deemed accurate.

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2.2 DEFICIENCY AUDIT SERVICES

Objectives and Methods

AVENU's Deficiency Audit Service is designed to assist the CLIENT in maximizing local tax revenue due to the CLIENT through an examination of records and engagement of local taxpayers to ensure the appropriate collection and remittance of local taxes and fees.

Statement of Work

Audit Services

- Perform examinations of taxpayer records requested by CLIENT.
- Provide CLIENT staff with a draft engagement announcement letter to be sent to each taxpayer requiring examination.
- In coordination with CLIENT staff, schedule, and conduct reviews at the business location or remotely of those taxpayers identified and authorized for examination.
- Verify accuracy of filed tax returns or fee schedules.
- Review, as needed, taxpayer's bank statements, tax returns, general ledger accounts, and other books and records.
- For each error/omission identified and confirmed, submit substantiating documentation to designated CLIENT staff to facilitate collection of revenue due from taxpayers for prior periods.
- Coordinate with designated CLIENT official(s) as needed to review findings and recommendations.
- Assist CLIENT in reviewing any matters submitted in extenuation and mitigation by taxpayers in contesting a deficiency determination; and
- Prepare and document any changes to the review findings and provide revised tax amounts due to the CLIENT.

AVENU Deliverables

Audit Services

- Provide CLIENT staff with a draft Audit Announcement Letter to be sent to taxpayers subject to examination.
- For each error/omission identified and confirmed, submit a written report substantiating documentation to designated CLIENT staff to facilitate collection of revenue due from taxpayers for prior periods together with draft Notices of Deficiency Determination, and/or credit, or other letters as applicable.
- Prepare and document any changes to the review findings and provide revised tax amounts due to the CLIENT.
- Review any extenuation or mitigation submitted by taxpayers in contesting a deficiency determination and prepare draft response to CLIENT staff; and

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CLIENT Assistance

Audit Plan

- Client will provide AVENU with the records of those taxpayers authorized by CLIENT for examination.
- CLIENT agrees to return the signed authorization letter on CLIENT letterhead within thirty (30) days of the effective date of the agreement.
- CLIENT agrees to provide AVENU with its ordinances, codes, and tax rates within thirty (30) days of the effective date of the agreement, and notice of any changes thereafter in the ordinances, codes, and tax rates levied by the CLIENT.
- CLIENT agrees to timely sign subpoenas, as required.
- CLIENT agrees to timely sign Final Assessments, as required.

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3. COMPENSATION SCHEDULE

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3.1 BUSINESS LICENSE/TRL ADMINISTRATION SERVICES

Business License/TRL Administration Services shall be provided for a one-time Business License Registration Portal of Fifteen Thousand Dollars ($15,000), and an annual fee of Sixteen Dollars ($16) per license renewal notification and for each new application processed and issued within the AVENU application. Annual fees will be invoiced upon completion of renewal notice process for each active account. Fees will be netted out of CLIENT's revenue disbursement. If AVENU's fees exceed CLIENT's revenue, balance will carry forward until CLIENT's balance is positive. Annual notifications will be provided for all businesses with a current license and or other activity that may indicate the business is responsible for purchasing a license. The total compensation payable by CLIENT to AVENU for Administration Services shall not exceed $150,000 per year.

PRICE ADJUSTMENT:

The annual fee associated with the Business License/TRL Administration Services are adjusted annually at the beginning of each Term of the Agreement by Five percent (5%).

3.2 COMPENSATION FOR DISCOVERY/RECOVERY AND DEFICIENCY AUDIT SERVICES

AVENU'S compensation for the Discovery/Recovery and Deficiency Audit Services shall be a tiered contingency fee (not to exceed a fee of $250,000 per single account):

- 35% of 1st $100,000 in recoveries
- 25% of recoveries >$100,000 up to $300,000
- 20% of recoveries >$300,000

The **contingency fee for Discovery/Recovery** shall apply to the current license/fee year and/or period, all eligible prior period revenues collected, and any applicable penalties, interest, and late charges. The contingency fee is also due on all payments made direct to the CLIENT. The contingency fee only applies to revenue actually received by CLIENT. The term "current license/fee year/period" shall mean the most recent year or period for which local license and/or fees are due and payable to CLIENT, and in which AVENU has identified deficiencies.

The c**ontingency fee for Deficiency Audit Services** shall apply only to revenue actually received by the CLIENT as a result of deficiencies identified in the review and shall include any eligible prior period revenues together with all penalties, interest, and late charges. The CLIENT agrees to use reasonable and diligent efforts to collect deficiencies identified by AVENU.

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3.3 COMPENSATION FOR ADDITIONAL CONSULTING

CLIENT may request that AVENU provide additional consulting services at any time during the term of this Agreement. If AVENU and CLIENT agree on the scope of the additional consulting services requested, then AVENU shall provide the additional consulting on a Time and Materials basis. Depending on the personnel assigned to perform the work, standard hourly rates range from Ninety dollars ($90) per hour to Three Hundred Fifty dollars ($350) per hour.

These additional consulting services will be invoiced at least monthly based on actual time and expenses.

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ATTACHMENT A
Distribution Confirmation

DATE

CLIENT Name
CLIENT Address
CLIENT City, State, Zip

Dear CLIENT Contact Name,

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type
City of Livermore	071000288	062737424	100	BL/TRL

If at any time there are any discrepancies between the schedule set out above and the CLIENT's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

Avenu Insights & Analytics, LLC
600 Beacon Parkway West, Suite 900
Birmingham, AL 35209
Attn.: Connie Taylor, Client Relations Manager

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Connie Taylor, Client Relations Manager
Avenu Insights & Analytics, LLC
Phone: 213-246-2445, Fax: 205-423-4097
E-mail: connie.taylor@avenuinsights.com

I have reviewed the above distribution and verify that it is correct.

CLIENT Name

By: _____

Name: Ann Furtado _____

Title: Accounting Supervisor _____

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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:
   $5,000,000 per occurrence/**$10,000,000** 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. Cyber and Professional Liability/Errors and Omissions:
   $3,000,000 per claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant/Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
5. Crime: **$2,000,000** per claim.

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:

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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 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

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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. 5.13**

DATE: October 23, 2023

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution authorizing execution of a purchase order with Asana, Inc. for the purchase of 250 Asana Enterprise Licenses in an amount not-to-exceed $219,000.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing execution of a purchase order with Asana, Inc. for the purchase of 250 Asana Enterprise Licenses in an amount not-to-exceed $219,000.

SUMMARY

The City of Livermore (City) currently utilizes the “basic” licensing model available from Asana, Inc (Asana) Project Management Platform. This purchase will upgrade the City’s license to enable all advanced features that the City is looking to implement.

Asana’s service is a subscription model that is agreed to yearly and paid monthly, and this purchase will cover a 2-year period from 10/26/23 – 10/25/25.

DISCUSSION

The City currently utilizes the “basic” licensing model available from Asana to (1) assign projects to staff, (2) set-up project tasks, milestones, and due dates, (3) share project related documents, (4) monitor project deliverables, and (5) develop progress reports. As the City’s use of the platform has evolved, several features that would complement the City’s needs were found to only available with the enhanced licensing model, the “enterprise” license that Asana offers.

Senior staff from the City Manager's Office met with Asana to discuss their overall direction and upcoming projects and because of those discussions, decided to upgrade the licenses to take advantage of the “enterprise” licensing tier. This tier includes all the tools available in the Asana platform.

The City is already an Asana customer and this will not require any changes to the current subscription agreement. This purchase will add the enhanced functionality needed to continue to develop the Asana platform.

FISCAL AND ADMINISTRATIVE IMPACT

The not-to-exceed amount to upgrade the Asana licensing model to "enterprise licensing" is $219,000 for a 2-year agreement, $9,125/month, and runs from 10/26/23 through 10/25/25. Assuming the user count stays the same, there are no additional costs associated with this agreement. Adding users to the system will increase the costs proportionally.

All costs associated with the proposed contract are included in the current Information Technology Division's budget.

COMMUNITY PILLAR

5. A City That Works

GOAL

11: Modernize key business systems and processes to increase efficiency and improve transparency

ATTACHMENTS

1. Asana Quote
2. Resolution

Prepared by: Steve Rodriguez
Assistant Administrative Services Director

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

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asana

RENEWAL ORDER FORM

Vendor Information
Asana, Inc.
633 Folsom Street, Suite 100
San Francisco, CA 94107
ar@asana.com

Offer Valid Through:
October 31, 2023
Contract ID: IC-34320

Customer Information

Bill To:
City of Livermore
1052 South Livermore
Livermore, California 94550
United States

Customer Point of Contact
Steve Rodriguez
sjrodriguez@livermoreca.gov

Renewal Subscription Information

Subscription	Start Date	End Date	End Users	Monthly Cost Per Seat	Net Total
Asana Enterprise	October 26, 2023	October 25, 2025	250	$36.50	$219,000.00
				Total Pre-tax Fees	$219,000.00

Payment Terms: Net 30

Billing Frequency: Annual in Advance

Purchase Order Information (Customer to complete)
If a purchase order is required for payment under this Order Form, please provide the purchase order number below or send the purchase order to ar@asana.com (referencing this Order Form) within one week of this Order Form's execution.

Purchase Order Number: Will provide separately

This Order Form is entered into by Asana, Inc. ("Asana") and the customer identified above ("Customer") and is governed by (i) the Asana Subscriber Terms available at https://asana.com/terms#subscriber-terms or (ii) if applicable, a separate agreement on this subject matter that has been executed by Customer or its Affiliate (in which case that agreement shall govern) (in either case, the "Agreement"), unless Asana rejects this Order Form due to execution by the Customer after the "Offer Valid Through" date listed above. Subject to any limitations to Customer's Subscription, Customer may add End Users during the Subscription Term at the same pricing contained herein, prorated for the remainder of the Subscription Term at the time the new End Users are added, either by providing Asana with written confirmation (email acceptable) or entering into an additional Order Form. Capitalized terms in this Order Form shall have the same meaning as in the Agreement unless otherwise defined herein. This Order Form shall be effective on the date fully executed by the parties.

Additional Terms and Conditions:

- The Subscriber Terms are modified as follows:
  - Service Level Addendum. In addition to Asana's obligations under Section 2.1 of the Agreement, during the Subscription Term, Asana will adhere to the performance standards set in the Service Level Addendum available at https://asana.com/service-levels.
  - Data Export. In addition to the data export provisions of Section 5.4, Customer may export Customer Data at any time during the Subscription Term in accordance with the Documentation.

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asana

[Signatures on the following page]

DocuSign Envelope ID: B71CA575-BB34-4AA3-BF51-EB077E49A37F

asana

Accepted and agreed to by the authorized representatives of each party:

Asana, Inc.

Signature: DocuSigned by: John Iparraguirre 83CC744D7A6D4D7...

Name: John Iparraguirre

Title: Finance

Date: Oct 11, 2023

City of Livermore

Signature: DocuSigned by: Marianna Marysheva 8C2AD8689288450...

Name: Marianna Marysheva

Title: City Manager

Date: Oct 11, 2023

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE ORDER WITH ASANA, INC. FOR THE PURCHASE OF 250 ASANA ENTERPRISE LICENSES IN AN AMOUNT NOT-TO-EXCEED $219,000

On November 3, 2022, the City of Livermore ("City") purchased a subscription for Asana business software which provided a "basic" licensing subscription model to assist with modernizing the City's key business systems and to increase efficiency and improve transparency.

On March 2, 2023, the City purchased additional licenses adding an additional 75 subscriptions to the "basic" subscription.

The City currently utilizes the "basic" licensing model available from Asana to (1) assign projects to staff, (2) set-up project tasks, milestones, and due dates, (3) share project related documents, (4) monitor project deliverables, and (5) develop progress reports.

As the City's use of the platform has evolved, several features that would complement the City's needs were found available to only those with the enhanced licensing model, the "enterprise" license that Asana offers.

This purchase will add the enhanced functionality needed to continue to develop the Asana platform, and since the City is already an Asana customer, it will not require any changes to be made to the current subscription agreement.

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

1. Authorizes the City Manager to execute a purchase order with Asana, Inc. in an amount not-to-exceed $219,000.

2. Authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 23, 2023, by the following vote:

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

ATTEST:

_____
Marie Weber
Deputy City Manager/City Clerk

APPROVED AS TO FORM:

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

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.14**

DATE: October 23, 2023

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution accepting the FY 2022-23 Year-end Budget Report, allocating the General Fund budget surplus for various purposes, and appropriating additional budget to those funds that ended FY 2022-23 with expenditures in excess of budget.

RECOMMENDED ACTION

Staff recommends City Council adopt a resolution accepting the FY 2022-23 Year-end Budget Report, allocating the General Fund budget surplus for various purposes, and appropriating additional budget to those funds that ended FY 2022-23 with expenditures in excess of budget.

SUMMARY

The report summarizes the unaudited actual results of the financial activities from FY 2022-23, details allocations of the General Fund surplus, and appropriates funds to cover budget shortfalls in various funds.

DISCUSSION

The year-end budget report attached to the report as Exhibit A to the resolution, presents the results of operations from the FY 2022-23 Budget and recommends allocations of the General Fund surplus to various reserves. The combined unaudited General Fund balance is $91.5 million. Of that, $37.1 million are the operating reserves equal to 30% of operating expenses consistent with the City's General Fund Reserve Policy. As described in more detail in Exhibit A, staff is recommending allocating the FY 2022-23 General Fund surplus of $12.5 million to various purposes. In addition, staff is requesting supplemental budget appropriations of $851,533 from various funds to cover FY 2022-23 budget shortfalls. These allocations occur before the final audit to incorporate the allocations into the City's balance sheet and Annual Comprehensive Financial Report (ACFR). Historically, the ending balances have not materially changed as a result of the audit.

As noted above, this information is unaudited. The audited information will be included in the City's ACFR and will be presented to Council once the City's independent auditor has issued its opinion on the ACFR which is expected to happen by December 31, 2023. If there are any differences in the financial

information presented in this report and the ACFR because of the audit, those changes will be highlighted for the Council at the time the ACFR is presented to the Council for acceptance.

FISCAL AND ADMINISTRATIVE IMPACTS

There is no direct fiscal impact in accepting the Year-end Budget Report for the year ended June 30, 2023. As described in Exhibit A, staff is recommending allocating $12.5 million of the General Fund surplus to various purposes and is recommending supplemental budget appropriations of $851,533 from various funds to cover FY 2022-23 budget shortfalls.

COMMUNITY PILLAR

5. A City that Works

GOAL

17. Ensure effective use of public resources

ATTACHMENTS

1. Resolution
2. Exhibit A - FY 2022-23 Year End Budget Report
3. Exhibit B - Summary of Allocations of FY2022-23 General Fund Surplus
4. Exhibit C - Appropriations to Cover Expenditures Over Budget

Prepared by: Tina Olson
Administrative Services Director

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 ACCEPTING THE FY 2022-23 YEAR-END BUDGET REPORT, ALLOCATING THE GENERAL FUND SURPLUS FOR VARIOUS PURPOSES AND AUTHORIZING SUPPLEMENTAL BUDGET APPROPRIATIONS FOR FUNDS THAT ENDED FY 2022-23 WITH EXPENDITURES IN EXCESS OF BUDGET

The Administrative Services Department's Finance Division prepared and submitted to the City Council the year-end budget report for Fiscal Year 2022-23, attached to this resolution as Exhibit A. That report states the General Fund FY 2022-23 year-end surplus of revenues over expenditures is estimated to be $12.5 million. The report also identifies other funds that have expenditures in excess of their approved budgets.

Staff recommended the City Council allocate the estimated $12.5 million surplus as shown in Exhibit B, attached to this resolution, and authorize supplemental budget appropriations in the total amount of $851,533 as shown in Exhibit C, attached to this resolution, for twelve funds whose expenditures are over budget.

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

1. Accepts the Fiscal Year 2022-23 year-end Budget Report, attached hereto as Exhibit A;

2. Allocates the anticipated $12.5 million General Fund surplus as shown in Exhibit B, attached hereto; and:

3. Authorizes supplemental budget appropriations as shown in Exhibit C, attached hereto, from various funds to cover the identified FY 2022-23 budget shortfalls.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that the final audited information be presented to the City Council, highlighting any differences in the financial information presented in the report, attached hereto as Exhibit A, when the City of Livermore's Annual Comprehensive Financial Report is presented to the City Council for acceptance before the end of the 2023 calendar year.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 23, 2023, by the following vote:

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

ATTEST:

_____
Marie Weber
Deputy City Manager/City Clerk

APPROVED AS TO FORM:

/s/ Jason R. Alcala
Jason R. Alcala
City Attorney

Exhibit A – FY 2022-23 Year End Budget Report
Exhibit B -- Summary of Allocations of FY2022-23 General Fund Surplus
Exhibit C -- Appropriations to Cover Expenditures Over Budget

City of Livermore
FY 2022-23 Year End Budget Report

SUMMARY

This report presents the results of operations from the FY 2022-23 Budget (Budget) and recommends allocations of the General Fund surplus. This information is unaudited. The audited information will be included in the City's Annual Comprehensive Financial Report (ACFR) and will be presented to Council once the City's independent auditor has issued its opinion on the ACFR which is expected to happen by December 31, 2023. If there are any differences in the financial information presented in this report and the ACFR because of the audit, those changes will be highlighted for the Council at the time the ACFR is presented to the Council for acceptance.

FINANCIAL STATEMENT

The recommendation ratifies Council's actions since the last approved budget adjustment (on June 13, 2022) and allocates the General Fund surplus to various purposes as outlined in this report. The combined unaudited General Fund balance is $91.5 million. Of that, $37.1 million are the operating reserves equal to 30% of operating expenses consistent with the City's General Fund Reserve Policy. In addition, as described in more detail below, staff is recommending allocating the FY 2022-23 General Fund surplus of $12.5 million to future purposes identified in Table 2. These allocations occur before the final audit to incorporate the amounts and purpose into the City's balance sheet and ACFR. Historically, the ending balances have not materially changed because of the audit.

BACKGROUND

The year-end financial report (Report) summarizes the actual results of the financial activities for FY 2022-23 and details changes in reserves. The City's Annual Comprehensive Financial Report (ACFR) is still in progress; therefore, the financial information included in this Report is based on unaudited figures. The audited information will be included in the ACFR once the City's independent auditor has issued its opinion. Any changes to the information presented in this Report because of the audit will be brought to Council's attention at that time.

DISCUSSION

The following discussion addresses the General Fund followed by a summary of all other funds.

General Fund

As shown in Table 1, FY 2022-23 actual revenues were greater than the budget projected at mid-year by $11.7 million or 8.9%. Transfers in/out (net transfers) were $432,060 or 5.8% greater than the projected budget and operating expenditures were $638,701 or 0.5% less than the projected budget. Overall, inflows of cash exceeded outflows of cash by $11.9 million. In addition, capital expenditures and addition to reserves were approximately $243,779 and $262,970 less than projected respectively. The net result of the operating surplus plus reduced capital expenditures is a $12.5 million budget surplus. A detailed explanation of these variances is included in Tables 2, 3, 4 and 5 in this Report.

Table 1. General Fund Projected Budget to Actual Revenues, Expenditures, and Transfers

General Fund	FY 2022-23 Projected Budget	FY 2022-23 Projected Actual	FY 2022-23 Variance
Revenues	$ 132,384,725	$ 144,127,860	$ 11,743,135
Net Transfers	(7,495,125)	(7,927,185)	(432,060)
Operating Expenditures	(118,860,637)	(118,221,936)	638,701
Operating Surplus (Deficit)	**$ 6,028,963**	**$ 17,978,739**	**$ 11,949,776**
Capital Expenditures	(1,154,112)	(910,333)	243,779
Addition to Reserves	(294,780)	(31,810)	262,970
Total	**$ 4,580,071**	**$ 17,036,596**	**$ 12,456,525**

Estimated General Fund Surplus: Table 1 above shows the sources and uses for the General Fund. At the end of FY 2022-23, the unaudited numbers show an estimated surplus of approximately $12.5 million - actual revenues less expenses.

As described in Table 2 below, staff is recommending allocating the $12.5 million surplus to various contractual services ($751,000), a 5% wage increase for sworn staff over 18 months to bring Livermore's Police Officers' salaries up to better match the current market, a 2% bonus for all other staff (excluding temporary employees) to recognize their outstanding contributions and to help off-set a 12% health benefit rate increases, $6 million to a Section 115 Pension Trust Fund that Council authorized creating at its October 9, 2023 meeting[1], $3.3 million to cover FY 2023-24 and FY 2024-25 required operating reserves, and $183,975 remaining in unallocated reserves.

[1] The $6 million Section 115 Pension Trust Fund will be included in the General Fund operating reserve and $6 million from the current operating reserve will be transferred to the capital reserves to be available for future capital project appropriations.

Table 2. Summary of Allocations of FY 2022-23 General Fund Surplus

FY 2023-24 Appropriations	Amount
Contractual Services:	
Grant Consultant	$100,000
Enhanced Community Engagement	150,000
Tri-Valley Foundation	50,000
General Plan Consultant - Contract Amendment	226,000
Recruitment Efforts	20,000
East of Greenville Study	30,000
Citywide Compensation Study	75,000
Organizational Assessments	100,000
Labor Adjustments:	
5% wage Increase - Sworn Staff (18-months, eff 1/1/24)	1,654,500
2% Bonus (minimum $2,000 1/1/24) - Everyone Else (excluding Temporary Employees)	528,825
Pension Trust Fund	6,000,000
Total FY 2023-24 Appropriations	$8,934,325
Reserves	
Reserves Required for FY 23-24 and FY 24-25 Budget	$3,338,225
Unallocated Reserves	183,975
Total Reserves	$3,522,200
Total Estimated Surplus:	**$12,456,525**

General Fund Revenues: As described in Table 3 below, General Fund actual revenues were greater than the amended budget by $11.7 million or 8.9%. Table 3 presents the major revenue categories with a comparison of the projected budget versus actual revenues and the variance between the two. The following describes the significant variances.

Property Tax revenues are the General Fund's largest revenue source, accounting for approximately 31% of total actual revenues. In FY 2022-23 actual property tax collections including all categories of property related taxes were $1.4 million more than the projected amount of $43.4 million.

Sales and Use Tax revenue is the General Fund's second largest revenue source accounting for approximately 27% of the total actual revenues. FY 2022-23 actual sales and use tax revenue was $39.03 million which is just under projected amount of $39.05 million.

Other Taxes revenue category decreased by $1.3 million, which is primarily driven by a reduction in the real property transfer tax. This tax is collected when properties transfer ownership such as selling a home. The interest rate hikes over FY 2022-23 has dramatically slowed property sales.

Use of Money and Property increased by $1.8 million or 47.37% largely due to an increased interest income based on the higher interest rates over the year.

Charges for Current Services increased by $1.4 million due to an increase in Engineering Inspection and Filing fees as well as Plan Check fees as development that was expected in the subsequent year beginning earlier.

Other Revenue increased by $7.3 million which was primarily due to a claims settlement regarding prior business license fees in the amount of $6 million. Staff is proposing to allocate the $6 million to the newly created Section 115 Pension Trust Fund.

Table 3. General Fund Revenues - Projected Budget vs. Actual

	FY 2022-23		
General Fund	**Projected Budget**	**Unaudited Actual**	**Variance**
Property Taxes	$ 43,435,815	$ 44,792,324	$ 1,356,509
Sales & Use Taxes	39,047,000	39,032,166	(14,834)
Franchise Taxes	6,203,000	6,386,599	183,599
Business License Taxes	9,472,000	10,184,707	712,707
Other Taxes	6,000,800	4,705,345	(1,295,455)
Licenses & Permits	3,481,000	3,951,851	470,851
Fines & Forfeitures	355,000	394,263	39,263
Use of Money and Property	3,896,554	5,742,169	1,845,615
Intergovernmental Revenue	12,364,166	12,176,888	(187,278)
Other Taxes in Lieu	7,980	8,004	24
Charges for Current Services	7,620,820	8,978,444	1,357,624
Other Revenue	500,590	7,775,100	7,274,510
Total Operating Revenue	**132,384,725**	**144,127,860**	**11,743,135**
Transfers In	922,919	495,511	(427,408)
Total All Revenue	**$ 133,307,644**	**$ 144,623,371**	**$ 11,315,727**

General Fund Expenditures. Actual General Fund operating expenditures were less than the projected budget by $638,701 or -0.5%. Overall expenditures, including capital expenditures and transfers out show an overall reduction of expenses by $877,829 or -0.7%

Table 4 shows the major expenditure categories with a comparison of anticipated expenses from the amended budget to actual expenditures and the variance between the two. The following describes the significant variances.

Wages and Benefits expenses were greater than the projected budget by $2.0 million or 3.1% due increases in overtime and projected attrition savings were less than expected. The FY 2022-23 mid-year budget review was the first-time staff projected attrition savings. Staff will evaluate its projection methodology to develop a more accurate attrition savings projection.

Services and Supplies were $2.5 million or 4.9% less than the projected budget. Contractual services were $1.7 million less than the projected budget across all General Fund programs. The Livermore Pleasanton Fire Department (LPFD) budget had a net surplus of $1.2 million associated with attrition savings, contractual services savings, and less retiree medical expenses. The City funds LPFD through its Services and Supplies budget There were other miscellaneous savings of approximately $221,000. These savings in the Services and Supplies budget helped cover the increase in comprehensive liability insurance which exceeded the projected budget by $621,015 because of premium increases.

Capital Outlay expenses were $114,968 less than projected, which is related to communication equipment budgeted in FY 2022-23 for the Police Department that was received in FY 2023-24. The City recognizes purchases in the year in which the item is received.

Capital Expenditures were $243,779 less than projected primarily due to final expenses for the Civic Center Meeting Hall that were less than budgeted.

Table 4. General Fund Expenditures - Projected Budget vs. Actual

	FY 2022-23		
Expenditure Categories	**Projected Budget**	**Unaudited Actual**	**Variance**
Wages and Benefits	$ 63,601,644	$ 65,615,203	$ 2,013,559
Services and Supplies	54,799,673	52,262,381	(2,537,292)
Capital Outlay	459,320	344,352	(114,968)
Total Operating Expenditures	**118,860,637**	**118,221,936**	**(638,701)**
Capital Expenditure	1,154,112	910,333	(243,779)
Transfers Out	8,418,044	8,422,695	4,651
Total all Expenditures	**$ 128,432,793**	**$ 127,554,964**	**$ (877,829)**

Transfer of Funds. As shown in Table 5, net transfers were $432,060 or 5.8% greater than the projected budget. Transfers from the Downtown Revitalization Fee and Library Foundation Grant did not occur as anticipated due to insufficient funds. The Low-Income Housing Fund transfer for staff time was completed as an accounting correction to reduce the expense in the General Fund and increase expense in the Low and Moderate housing fund to record the expenses in the proper fund. This year the transfer out to the LMD's was also larger than expected due to staffing issues in the Maintenance Division that resulted in less work completed in the LMD's as originally anticipated.

Table 5. Transfers In and Transfers Out - Projected Budget vs. Actual

Operating Transfers	FY 2022-23 Projected Budget	Actual	Variance
OPERATING TRANSFERS IN - From:			
Traffic Impact Fee	$ 63,995	$ 62,794	(1,201)
Downtown Revitalization Fee	150,000	-	(150,000)
Low Income Housing Fund	252,424	-	(252,424)
Maintenance District L&LD	240,000	219,310	(20,690)
Used Oil Grant	-	5,046	5,046
Federal Grant	-	-	-
BJA - Bullet Proof Vest Reimbursement	-	-	-
CASP Cert & Training Fund	4,500	17,569	13,069
Gas Taxes	109,000	113,877	4,877
HHS - Federal Home Program	8,000	7,506	(494)
Library Foundation Grant	25,000	-	(25,000)
Vasco Ace - Connector Rd	70,000	69,409	(591)
OPERATING TRANSFERS OUT - To:			
Stormwater	$ (2,300,000)	$ (2,300,000)	-
2020 COPs Series B (Debt Service)	(3,882,372)	(3,877,962)	4,410
2022 COPs (Debt Service)	(1,525,000)	(1,483,859)	41,141
Horizons	(509,258)	(509,258)	-
Maintenance District L&LD	(201,414)	(251,617)	(50,203)
Federal Grant	-	-	-
Net Transfers	**$ (7,495,125)**	**$ (7,927,185)**	**$ (432,060)**

General Fund Balances and Allocations. Table 6 presents the proposed allocations to and changes in the General Fund Reserves from the General Fund balance. Actual Operating Reserves are $37.1 million or 30% of actual expenditures. The City's policy is to maintain General Fund reserves equal to 30% of operating expenses. As previously noted, the $6 million allocated to the Section 115 Pension Trust Fund will be included in the Catastrophic Reserve which makes $6 million available to move to the Capital Reserves. Table 6 below increases the Capital Reserves by $6 million, equally allocated to the two Capital Reserve funds. Approximately $20 million of the Capital Reserves has been allocated in the FY 2023-24 and FY 2024-25 Capital Improvement Program (CIP) budget. Thus, at the end of FY 2024-25, there should be $22.3 million in available Capital Reserves to fund future CIP projects. The $2.9 million allocations to be used in FY 2023-24 are the various contractual services, wage increases, and one-time bonus previously identified in Table 2.

Table 6. General Fund Balances and Allocations

	FY 2022-23 Projected
Ending Total Fund Balance:	**$91,543,754**
Nonspendable:	**5,637,770**
Operating Reserves:	
Committed (Catastrophic Reserve 15%)	$18,537,548
Assigned (Economic Reserve 13.5%)	16,683,793
Unassigned (Cashflow Reserve 1.5%)	1,853,755
Subtotal Operating Reserves (30% of Operating Expenses and Debt Service)	**$37,075,096**
Capital Reserves:	
Infrastructure Repair & Replacement Reserve	25,325,000
CIP Reserves	17,049,363
Subtotal Capital Reserves	**$42,374,363**
Total Reserves	**$79,449,459**
Total Budget Surplus Appropriations for Use in FY 2023-24	**$2,934,325**
Unassigned Fund Balance Required for FY 2023-24 and 2024-25 Operating Reserve Requirements	**$3,338,225**
Remaining Unassigned Fund Balance	**$183,975**

The following tables include all the City's other funds in their respective categories. Fund balances are based on unaudited actual revenues and expenditures.

Enterprise Funds As described in Table 7 below, the City's Enterprise Funds showed an overall increase in total fund balances of $6.2 million or 5% compared to the budget. The following are the funds with significant variations.

The Airport Fund (F210) ended the year with a fund balance of approximately $1.4 million greater than projected. Revenues ended greater than projected by approximately $242,462. Actual operating expenses resulted in savings of $847,093 and capital expenditures resulted in savings of $331,995 over projected amounts. There has been a delay in starting project 202017 Airport Geometry Improvements.

The Airport Grant Fund (F212) included $450,000 in expenses for project 202017 Airport Geometry Improvements. This project was delayed and not bid in FY 2022-23. The revenue projected were not realized due to the delay and expenses were minimal. Timing issues resulted in a negative fund balance of $17,444 as reimbursements for the grant were not received before staff closed the books.

The Stormwater Fund (F220) was estimated to have an ending fund balance of $512,894 but finished with an estimated fund balance of $252,551. There were more expenses in this fund due to the storm damage that occurred in January 2023.

The Sewer Fund (F230) ended the year with a fund balance of $22.4 million or $3.2 million greater than the budget. Revenues came in higher than expected by $1.8 million and expenditures were less than anticipated by $1.2 million. The expenditure savings were mainly in the following expense categories:

- Wages & Benefits through attrition equal to approximately $971,220
- Contract services of $235,546

The Water Fund (F250) ended the year with a fund balance of $10.6 million or $1.8 million greater than projected. Revenues were greater than expected by approximately $661,631. Expenditure savings of approximately $1.2 million that were mainly in the following categories:

- Contract services of approximately $301,000
- Wages and Benefits of approximately $126,050
- Repair and Maintenance of approximately $95,060
- Utilities category of approximately $61,267
- Miscellaneous categories of approximately $541,265
- IT charges of approximately $71,431

The Water Connection Fund (F251) ended the year with a fund balance of $267,962 which is approximately $97,050 less than projected. Actual revenues were approximately $13,623 less than expected while operating expenses and capital expenses in project 201960 for Trevarno Rd were greater than originally projected by approximately $110,640. This project moved further along than expected over the year.

Table 7: Enterprise Funds

Fund	Beginning Balance	Revenues	Net Transfers	Expenditures	Capital Expenses	Unaudited Ending Fund Balance	Projected Ending Fund Balance	Variance Projected Budget vs. Actual
210	$ 5,841,615	$ 4,397,178	$ (64)	$ 2,725,009	$ 46,288	$ 7,467,432	$ 6,045,943	$ 1,421,489
212	-	3,398	-	-	20,842	(17,444)	6,384,283	(6,401,727)
220	(20,219)	1,154,925	2,300,000	2,897,705	284,450	252,551	512,894	(260,343)
221	6,810,113	287,932	-	-	-	7,098,045	6,823,587	274,458
222	3,245,411	440,828	-	-	363,516	3,322,723	3,057,036	265,687
230	20,013,762	30,632,056	(11,164,454)	17,113,837	-	22,367,527	19,137,982	3,229,545
239	34,766,919	553,522	9,000,000	237,686	3,833,959	40,248,796	36,297,801	3,950,995
241	12,533,223	725,691	(1,040,744)	48,463	1,599,834	10,569,873	9,218,007	1,351,866
242	5,217,805	39,998	3,205,198	3,205,198	-	5,257,803	5,285,788	(27,985)
250	10,069,361	18,165,826	(1,758,606)	15,880,746	-	10,595,835	8,755,721	1,840,114
251	936,160	65,949	(241,441)	65,228	427,478	267,962	365,012	(97,050)
259	22,786,103	372,835	2,000,000	175,176	254,060	24,729,702	24,034,587	695,115
	$122,200,253	**$ 56,840,138**	**$ 2,299,890**	**$ 42,349,048**	**$ 6,830,427**	**$132,160,806**	**$125,918,642**	**$ 6,242,164**

Capital Project Funds as described in table 8 below, there was an overall decrease in total fund balances of $2.6 million or -3.2% compared to the budgeted total fund balances. The following are the funds with significant variances.

Developer's Deposit (F302) did not receive revenues of $6,176 as was projected which resulted in an ending fund balance of ($5,900). Staff will look to correct this in FY 2023-24.

Tri-Valley Transportation Council 20% Fee (F321) ended the year with a fund balance $613,756 higher than projected. Revenues came in $51,266 less than projected. Capital expenses for projects 199238 and 199352 also were less than projected by $665,022 combined.

The Parking in Lieu Fee Fund (F335) did not receive revenues as was projected in the budget. The actual expenses were less than projected leaving a fund balance that is approximately $9,300 larger than projected.

Transferable Development Credits (F339) projected $2.7 million of revenue to be received over this year with no expenses to offset the revenue. Unfortunately, actual revenue was only $1,109 resulting in a fund balance reduction of $2.7 million versus what was projected.

Sollid Waste and Recycling Fund (F344) was projected to end with a fund balance of $6.0 million. Actual revenues came in approximately $1.4 million less than projected as actual capital expenses were approximately $50,000 higher resulting in a fund balance of $4.6 million.

Table 8: Capital Project Funds

Fund	Beginning Balance	Revenues	Net Transfers	Expenditures	Capital Expenses	Unaudited Ending Fund Balance	Projected Ending Fund Balance	Variance Projected Budget vs. Actual
302	$ (5,900)	$ -	$ -	$ -	$ -	$ (5,900)	$ 276	$ (6,176)
303	788,475	-	-	-	-	788,475	788,475	-
304	69,231	178	(69,409)	-	-	0	0	-
306	22,645,904	1,674,677	(62,794)	-	844,133	23,413,654	22,397,158	1,016,497
320	(1,807,055)	41,714,955	-	-	5,799,683	34,108,217	34,073,072	35,145
321	3,213,046	163,896	-	-	444,978	2,931,964	2,318,208	613,756
331	(3,874,396)	-	-	-	-	(3,874,396)	(3,674,396)	(200,000)
333	2,180,950	59,572	-	1,804,445	-	436,077	561,115	(125,038)
335	71,891	-	-	-	40,691	31,200	21,891	9,309
337	2,967,052	911,099	-	-	332,083	3,546,068	3,441,623	104,445
339	14,557,752	1,109	-	-	-	14,558,861	17,247,707	(2,688,846)
340	887	-	-	-	887	-	-	-
344	4,292,219	1,354,665	-	-	1,058,240	4,588,644	5,993,216	(1,404,572)
	$ 45,100,056	**$ 45,880,151**	**$ (132,202)**	**$ 1,804,445**	**$ 8,520,695**	**$ 80,522,864**	**$ 83,168,344**	**$ (2,645,480)**

Debt Service Funds as described in the table below, ending fund balances were approximately as projected.

Table 9: Debt Service Funds

Fund	Fund Name	Beginning Balance	Revenues	Net Transfers	Expenditures	Capital Expenses	Unaudited Ending Fund Balance	Projected Ending Fund Balance	Variance Projected Budget vs. Actual
416	2020 COPs Series A	$ -	$ -	$ 493,000	$ 493,000	$ -	$ -	$ -	$ -
417	2020 COPs Series B	-	-	3,878,072	3,878,072	-	-	-	-
422	2022 COPs Debt Service	-	629,585	1,483,859	2,112,862	-	582	-	582
	Total Debt Service Funds	**$ -**	**$ 629,585**	**$ 5,854,931**	**$ 6,483,934**	**$ -**	**$ 582**	**$ -**	**$ 582**

Permanent Funds as described in the table below received $11,447 less in revenue and had expenditures $3,037 higher than projected, resulting in a fund balance $14,484 lower than expected.

Table 10: Permanent Fund

Fund	Fund Name	Beginning Balance	Revenues	Net Transfers	Expenditures	Capital Expenses	Unaudited Ending Fund Balance	Projected Ending Fund Balance	Variance Projected Budget vs. Actual
500	Doolan Canyon Pres. Endow.	$ 577,288	$ 54,797	$ -	$ 31,037	$ -	$ 601,048	$ 615,532	$ (14,484)
	Total Permanent Funds	**$ 577,288**	**$ 54,797**	**$ -**	**$ 31,037**	**$ -**	**$ 601,048**	**$ 615,532**	**$ (14,484)**

Special Revenue Funds as described in the Table 10 below, showed an overall increase in total fund balances by $7.3 million or 11.9% compared to the budgeted total fund balances. The following are the funds with significant variations.

City Street Sweeping (F602) projected revenue that doubled in the budget was an error. Revenue is received from Livermore Sanitation. The actual revenue received is approximately half of the budget. This resulted in an actual ending fund balance $702,522 less than projected.

State Grant HHS (F605) had a projected zero ending fund balance. The ending fund balance of $490,575 is related to the project at Leahy Square Apartments that was delayed. This project is expected to begin in FY 2023-24.

Housing Successor Agency fund (F609) actual expenditures were $394,918 greater than the projected budget due to the timing of the Vineyard 2.0 Development payments.

Low Income Housing fund (F611) actual expenditures for contracts for services for housing developments were $1.8 million less than anticipated budget mainly due to extended timing of payments for Vineyard 2.0 Development.

Asset Seizure Fund (F619) was only used for capital expenses this year for two projects: Police Facilities Interior Renovation and Expansion and the Real Time Awareness Center, which had combined savings of approximately $102,755 causing a higher actual fund balance than was anticipated in the budget.

Measure B Isabel Interchange Grant (F679) is an inactive fund that was used to cover Fund 322 that was used to fund the El Charro project when there was negative cash. In prior years, fund 306 covered negative cash in Fund 322 when Fund 679 had no cash. A check was received and receipted to fund 679 after this transaction. Staff is correcting this and replenishing fund 306 with the $32,865.

State Street Grants (F680) was projected to receive $1.4 million based on reimbursements from the state for capital expenditures. Actual expenses were $7,174 for which staff has not billed the grant before year-end causing a negative fund balance.

Measure BB Local Street and Road Fund (F688) ended with a $2.1 million increase in fund balance due to actual revenues greater than the budget by $1.8 million related to increased sales tax receipts county-wide and the projected capital expenditures were $300,000 less than anticipated. The unused budget will be available for the FY 2023-25 capital budget.

Table 11: Special Revenue Funds

Fund	Beginning Balance	Revenues	Net Transfers	Expenditures	Capital Expenses	Unaudited Ending Fund Balance	Projected Ending Fund Balance	Variance Projected Budget vs. Actual
600	$ 1,356,484	$ 580,889	$ (493,000)	$ 42,553	$ -	$ 1,401,820	$ 1,348,670	$ 53,150
602	48,549	696,803	-	676,561	-	68,791	771,313	(702,522)
603	303,712	230,289	-	141,772	144,733	247,496	139,477	108,019
604	299,261	-	-	-	-	299,261	185,261	114,000
605	(61,375)	581,440	-	29,490	-	490,575	0	490,575
607	(143,726)	458,408	-	228,744	148,963	(63,025)	18,786	(81,811)
608	787,774	344,317	-	95,750	64,104	972,237	702,381	269,856
609	2,810,201	154,038	-	1,853,278	-	1,110,961	1,501,470	(390,509)
610	278,154	593,561	509,258	872,774	-	508,199	179,638	328,561
611	14,871,686	3,211,600	-	3,301,452	105,005	14,676,829	10,881,508	3,795,321
612	244,150	262,507	-	231,209	-	275,448	382,032	(106,584)
613	524,608	460,827	-	545,659	-	439,776	283,167	156,609
614	9,430,798	3,707,676	32,306	2,902,544	-	10,268,236	9,985,100	283,137
617	-	8,034	-	7,469	-	565	-	565
619	198,104	24,946	-	-	180,960	42,090	(58,244)	100,334
620	100,863	1,230	-	75,552	-	26,541	20,482	6,059
621	-	5,872	-	5,872	-	-	-	-
622	471,830	6,070	-	944	-	476,956	399,356	77,600
624	-	-	-	-	40,939	(40,939)	120,000	(160,939)
625	418,000	6,646	-	-	-	424,646	243,000	181,646
626	60,036	1,622	-	32	-	61,626	60,831	795
627	643,893	10,238	-	-	-	654,131	643,893	10,238
628	1,329,990	45,446	-	2,160	-	1,373,276	1,309,372	63,904
630	22,826	21,741	-	-	-	44,567	50,826	(6,259)
633	122,401	-	-	62	-	122,339	65,001	57,338
635	43,859	88,415	-	89,618	-	42,656	14,338	28,318
637	110,856	50	-	538	-	110,368	115,756	(5,388)
641	166,565	30,175	-	25,984	-	170,756	176,275	(5,519)
642	2,461,617	47,274	-	12,238	-	2,496,653	2,698,967	(202,314)
645	-	22,495	(17,569)	4,926	-	0	-	0
650	7,701,033	2,326,212	(113,877)	23,242	651,108	9,239,018	8,300,189	938,829
651	3,862,710	2,011,621	-	-	826,193	5,048,138	4,140,376	907,762
665	1,271,678	240,546	-	68,261	-	1,443,963	1,450,906	(6,943)
666	26,765	-	-	10,200	-	16,565	(0)	16,565
667	70,439	249,109	-	289,715	-	29,833	271,445	(241,612)
671	47,137	134,736	(7,506)	170,404	-	3,963	41,855	(37,892)
672	278,567	85,850	-	125,574	-	238,843	216,960	21,883
673	128,986	109,585	-	45,426	-	193,145	98,075	95,070
674	-	-	-	-	-	-	580,000	(580,000)
677	432,306	7,038	-	202	10,392	428,750	377,813	50,937
678	2,096,712	32,886	-	111,638	527,908	1,490,052	1,745,460	(255,408)
679	32,865	-	-	32,865	-	-	32,865	(32,865)
680	-	-	-	-	7,174	(7,174)	1,067,000	(1,074,174)
681	1,138,770	419,102	-	1,530	94,693	1,461,649	1,257,697	203,952
683	46,422	7,616	-	3,976	-	50,062	32,561	17,501
687	752,789	555,575	-	7,349	33,035	1,267,980	954,397	313,583
688	3,818,162	2,609,236	-	50,465	434,304	5,942,629	3,679,870	2,262,759
696	2,268,341	421,268	-	202,651	-	2,486,958	2,344,564	142,394
697	1,637,871	333,057	-	160,458	-	1,810,470	1,723,666	86,804
698	2,005,766	9,044	-	-	993,371	1,021,439	994,810	26,629
	$ 64,518,435	**$ 21,155,090**	**$ (90,388)**	**$ 12,451,137**	**$ 4,262,882**	**$ 68,869,118**	**$ 61,549,162**	**$ 7,319,956**

Internal Service Funds as described in Table 11 below there was an overall increase in total fund balances of $5.3 million or 24.7% compared to the budgeted total fund balances. The following are the funds with significant variations.

Fleet and Equipment Services (F730) had an increase in the actual fund balance of $3.5 million due to actual expenditures less than budget by $3.1 million primarily related to delayed shipment of vehicle orders that were affected by supply chain issues.

Facilities Rehabilitation Program (F740) had an increase in the actual fund balance by approximately $894,684 caused by the debt service budget and capital expenditures. As previously noted, the City budgets for debt service principal as an expense to ensure there is funding available to cover the debt service payment, however when the payment is recorded, it shows on the balance sheet and not as an expense resulting in less expenses. Capital expenditures were less than budget mainly due to the City Hall HVAC Central Chiller replacement project being delayed to FY 2023-24.

Table 12: Internal Services Funds

Fund	Beginning Balance	Revenues	Net Transfers	Expenditures	Capital Expenses	Unaudited Ending Fund Balance	Projected Ending Fund Balance	Variance Projected Budget vs. Actual
700	$ 3,030,903	$ 4,450,000	$ -	$ 3,718,180	$ -	$ 3,762,723	$ 2,928,811	$ 833,912
710	4,483,630	1,017,443	-	2,280,504	-	3,220,569	3,486,272	(265,703)
720	7,695,063	3,620,000	-	5,406,097	-	5,908,966	5,437,411	471,555
725	558,805	915,000	-	918,138	-	555,667	736,465	(180,798)
730	6,693,470	5,390,529	-	4,905,364	-	7,178,635	3,637,501	3,541,134
740	7,964,061	2,371,206	-	2,350,102	1,877,610	6,107,555	5,212,571	894,984
	$ 30,425,932	**$ 17,764,178**	**$ -**	**$ 19,578,385**	**$ 1,877,610**	**$ 26,734,115**	**$ 21,439,032**	**$ 5,295,083**

Appropriation of Expenditure Budget to Cover Shortfalls

At the end of the FY 2022-23 some funds had expenditures in excess of budget. Table 13 below shows the affected funds and the over expenditure. Below Table 13 includes an explanation for the over-expenditures.

Table 13. Expenditures in Excess of Budget

		FY 2022-23		
Fund	Fund Name	Amended Budget	Unaudited Actual Expenses	Expended over Budget
304	Vasco Ace - Connector Rd	$ -	$ 69,409	$ (69,409)
340	El Charro Infrastructure	-	887	(887)
422	2022 COPs Debt Service	1,865,000	2,112,862	(247,862)
500	Doolan Canyon Preserve Endowment	28,000	31,037	(3,037)
600	Host Community Impact Fee	527,814	535,553	(7,739)
602	City Street Sweeping	671,052	676,562	(5,510)
609	Housing Successor Agency	1,458,360	1,853,278	(394,918)
641	Vehicle Impound Program	20,290	25,984	(5,694)
645	CASP Cert & Training Fund	15,500	43,495	(27,995)
665	PEG Capital Fees	45,772	68,261	(22,489)
671	Federal Home Program	144,782	177,910	(33,128)
679	Measure B Isabel Interchange	-	32,865	(32,865)
	Totals:	**4,776,570**	**5,628,103**	**(851,533)**

2022 COPs Debt Service (F422) had an estimated budget for the debt service that was exceeded when the actual debt service was due.

Housing Successor Agency (F609) is being used for the Vineyard 2.0 housing project along with three other funding sources. The project budget was approved and the over-expenditures this year were due to project expenses occurring in FY 2022-23 that were expected to occur in FGY 2023-24 where there is enough budget to cover the expenses.

Vasco Ace – Connector Rd (F304) is an inactive fund with a remaining deposit for the El Charro project. Staff realized that the General Fund covered some expenses in a prior year that should have been paid with these funds. The $69,409 will be deposited back to the General Fund as reimbursement for those costs.

El Charro Infrastructure (F340) is an inactive fund used for the El Charro project that has a remaining amount of $887 that will also reimburse the General Fund for prior year expenditures.

Measure B Isabel Interchange (F679) is an inactive fund. A $32,865 check was received and receipted to fund 679 that should have been deposited into fund 306 – Traffic Impact Fees. Staff is correcting this and replenishing fund 306 – Traffic Impact Fees with the $32,865.

CASP Cert & Training Fund (F645) had an increase in activity due to unanticipated project costs for the I Street Garage project that finished up in FY 2022-23 for ADA compliance.

PEG Capital Fees (F665) increased in activity that was not anticipated in this budget cycle.

The remaining funds with the smaller amounts over budget ended with more activity than was anticipated in the budget cycle. Staff is requesting a budget appropriation in the amount of $851,533 for FY 2022-23 to cover all of the funds with over-expenditures.

FISCAL AND ADMINISTRATIVE IMPACT

As described in Table 2, staff is requesting appropriation of $8.9 million of the General Fund surplus to cover various expenses in FY 2023-24 including contractual services, wage increase for sworn staff, a one-time bonus for non-sworn staff and funding for the newly created Pension Trust Fund. In addition, as described in Table 13 above, staff is requesting supplemental budget appropriations of $851,533 from various funds to cover FY 2022-23 budget shortfalls.

Table 1. Summary of Allocations of FY 2022-23 General Fund Surplus

FY 2023-24 Appropriations	Amount
Contractual Services:	
Grant Consultant	$100,000
Enhanced Community Engagement	150,000
Tri-Valley Foundation	50,000
General Plan Consultant - Contract Amendment	226,000
Recruitment Efforts	20,000
East of Greenville Study	30,000
Citywide Compensation Study	75,000
Organizational Assessments	100,000
Labor Adjustments:	
5% wage Increase - Sworn Staff (18-months, eff 1/1/24)	1,654,500
2% Bonus (minimum $2,000 1/1/24) - Everyone Else (excluding Temporary Employees)	528,825
Pension Trust Fund	6,000,000
Total FY 2023-24 Appropriations	$8,934,325
Reserves	
Reserves Required for FY 23-24 and FY 24-25 Budget	$3,338,225
Unallocated Reserves	183,975
Total Reserves	$3,522,200
Total Estimated Surplus:	**$12,456,525**

Table 2. Appropriations to Cover Expenditures Over Budget

Fund	Fund Name	FY 2022-23 Amended Budget	FY 2022-23 Unaudited Actual Expenses	FY 2022-23 Expended over Budget
304	Vasco Ace - Connector Rd	$ -	$ 69,409	$ (69,409)
340	El Charro Infrastructure	-	887	(887)
422	2022 COPs Debt Service	1,865,000	2,112,862	(247,862)
500	Doolan Canyon Preserve Endowment	28,000	31,037	(3,037)
600	Host Community Impact Fee	527,814	535,553	(7,739)
602	City Street Sweeping	671,052	676,562	(5,510)
609	Housing Successor Agency	1,458,360	1,853,278	(394,918)
641	Vehicle Impound Program	20,290	25,984	(5,694)
645	CASP Cert & Training Fund	15,500	43,495	(27,995)
665	PEG Capital Fees	45,772	68,261	(22,489)
671	Federal Home Program	144,782	177,910	(33,128)
679	Measure B Isabel Interchange	-	32,865	(32,865)
	Totals:	**$ 4,776,570**	**$ 5,628,103**	**$ (851,533)**

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.15**

DATE: October 23, 2023

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolutions approving amendments to the City of Livermore Salary Plan, adding 1.0 full time Regular Employee position, approving a 5% salary adjustment for members of the Police Officer's Association, Police Management Association, and the Police Chief, and confirming approval of a one-time 2% payment to members of the Association of Livermore Employees, Livermore Management Group, Livermore Management Confidential Employees, Livermore Confidential Employees and Livermore Executive Management Employees.

RECOMMENDED ACTION

Staff recommends the City Council adopt three resolutions to do the following:

- Resolution 1 - 2023 Salary Plan:
    1. Approving the November 2023 Salary Plan to incorporate wage adjustments for the City Manager, City Attorney, and Executive Management employees;
    2. Authorizing an increase in the salary range for the Airport Manager;
    3. Authorizing the allocation of an additional 1.0 full time Regular Employee position for the Innovation and Economic Development Department; and,
    4. Authorizing the City Manager to make annual salary and cost of living adjustments for the Executive Management employees that are the same as the annual adjustments to the Livermore Management Group.

- Resolution 2 - 2024 Salary Plan:
    1. Approving the January 2024 Salary Plan to incorporate a 5% base salary adjustment to the classifications in the Livermore Police Officer's Association, Livermore Police Management Association, and the Police Chief, effective January 1, 2024.

- Resolution 3 - Lump Sum:
    1. Approving a one-time 2% of base salary lump sum bonus for the following employees who are employed by the City as of January 1, 2024: the employees in the Livermore Association of Employees group, Executive Management employees (excluding the Police Chief), employees in the Livermore Management Group management confidential employees, and confidential employees.

SUMMARY

The **first** resolution, titled Resolution 1 - 2023 Salary Plan, dated November 20, 2023, amends the Salary Plan and Personnel Allocations as follows:

1. Increases the City Manager annual salary to $344,796 based on the amended City Manager contract dated November 20, 2023.
2. Increases the City Attorney annual salary to $307,580 based on the amended City Attorney contract dated November 20, 2023.
3. Increases the Executive Management Salary (excluding the Police Chief) schedule by a total of 3% (providing a 2.5% COLA and a .5% increase in recognition of rising medical costs). Additionally, this resolution provides Executive Management with future salary increases equal to the salary increases provided to the Livermore Management Group and provides Police Chief salary increases equal to the Police Management Association and granted at the same time as the Police Management Association.
4. Increases the salary range for the Airport Manager classification to a salary range maximum of $15,581.36 monthly or $186,976.32 annually.
5. Adds 1.0 new, full time Regular, Management Analyst I position to the approved Personnel Allocations for the Innovation and Economic Development Department.

The **second** resolution, titled Resolution 2 - 2024 Salary Plan, dated January 1, 2024, amends the Salary Plan as follows:

1. Provides a 5% salary adjustment for all members of the Police Officer's Association, Police Management Association, and the Police Chief.

The **third** resolution, titled Resolution 3 - Lump Sum, grants the City Manager authority to authorize a one-time, non-pensionable, lump sum bonus, equal to 2% of their base salary with a minimum payment of $2,000 (prorated for part-time employees) to all Livermore Association of Employees, Executive Management (excluding Police Chief), Livermore Management Group, Management Confidential, and Confidential employees who are employees of record as of January 1, 2024. This one-time payment is in recognition of the outstanding contributions of employees in the aforementioned groups, to help off-set the large increase in health benefit premiums, and to maintain a stable labor management relationship.

DISCUSSION

The first resolution, titled Resolution 1 - 2023 Salary Plan

1. On October 23, 2023, the City Council is expected to approve an amended employment contract with City Manager Marianna Marysheva. Pursuant to the employment contract, the City Council conducted the City Manager's annual performance evaluation on October 9, 2023, and evaluated modifications to terms and conditions of employment presented by the City Manager after the performance evaluation. Providing the increased salary is in accordance with the new contract terms and conditions negotiated.

2. On October 23, 2023, the City Council is expected to approve an amended employment contract with City Attorney Jason Alcala. Pursuant to the employment contract, the City Council conducted the

City Attorney's annual performance evaluation on October 9, 2023, and evaluated modifications to terms and conditions of employment presented by the City Attorney after the performance evaluation. Providing the increased salary is in accordance with the new contract terms and conditions negotiated.

3. Executive Management (Department Head) employees are at-will and serve at the pleasure of the City Manager. Salary and benefit adjustments for these employees are granted at the discretion of the City Manager with the concurrence of the City Council and have historically been designed to reflect the market for those positions as well as to avoid salary compaction with positions that Executive Managers supervise.

The Livermore Management Group (LMG) (management employees, excluding department heads) received a two and a half (2.5%) wage adjustment and an additional 0.5% base pay increase in recognition of increased medical costs. Both increases, totaling 3.0%, were effective on July 3, 2023. This adjustment was the second increase of a multi-year contract established with that group.

The recommendation is for the Executive Management Group (excluding the Police Chief) to receive the same adjustments: a two and a half (2.5%) wage adjustment, and a 0.5% base pay increase in recognition of increased medical costs. The total increase of 3.0% will be effective on November 20, 2023, and will keep the Executive Management Group's compensation in proper relationship to the management group. The Police Chief received a 3% increase in July 2023 when the Police Management Association received its wage adjustment of 3%.

Additionally, staff recommends that going forward, annually the first pay period in December, the Executive Management team receive the same total salary adjustment granted in that same year (typically in July) to the Livermore Management Group. As noted above, this practice will help the Executive positions keep pace with normal market adjustments and avoid salary compaction with positions that Executive Managers supervise.

4. The Airport Manager is a single incumbent class assigned to the Airport division of the Public Works department. This classification is required to plan, organize, direct, and manage the activities of the Livermore Municipal Airport. Incumbents are required to oversee compliance with Federal Aviation Administration (FAA) regulations and City policies and procedures, interpret FAA regulations and report and resolve community complaints and willful violations of regulations to FAA. This position currently resides on the salary schedule below the salary range for positions such as Senior Civil Engineer, Finance Manager, and Building Official.

Following the retirement of the current Airport Manager and a rescinded job offer from a highly qualified replacement candidate the City Manager directed Human Resources to complete a compensation study for this position.

Studying local Municipal airports Human Resources found the current base salary for the Livermore Airport Manager was lower than the Palo Alto Airport, Buchanan Field Airport, Hayward Airport, San Carlos and Half Moon Bay Airports, and Reid Hillview and San Martin Airports. To ensure appropriate internal alignment and provide a competitive market position for this highly competitive, specialized position, staff recommends a 10% salary range adjustment increasing the salary range maximum for this position to $186,976.32 annually.

5. The innovation and Economic Development Department has taken over the responsibility of City

property lease management at the Livermore Municipal Airport. The added Management Analyst I will complete this new body of work under the direction of the department director and will be funded through the Airport operating fund.

The second resolution, titled Resolution 2 - 2024 Salary Plan

As of October 1, 2023, the City has 11 vacant Police Officer positions. A recent salary study reveled that the Police Officer classification lags the current comparator universe mean for total compensation by 3.2% and Police Sergeants lag the current comparator universe mean for total compensation by 4.7%. The study also revealed that Livermore's total compensation ranked near the bottom of our comparator universe, 7th out of nine for Officers and 6th out of nine for Sergeants. The COLA increases and Market Equity adjustments provided since 2022 were only enough to retain, not improve our market position.

With a market position near the bottom, it is increasingly difficult to attract and retain highly qualified applicants from the ever-shrinking local and national pool of candidates eligible to become Police Officers.

Human Resources and the Police Department continue to work together to develop effective and innovative recruitment strategies. However, a more competitive salary package is required to attract and retain top talent. A 5% salary adjustment will reduce the market mean variance to .8% for Officers and to .6% for Police Sergeants which should add to our ability to attract and retain talent thereby reducing the number of Officer vacancies. 5% salary adjustments above the rank of Police Sergeant are required to retain rank to rank pay variances and avoid salary compaction.

Human Resources will continue to study the current comparator universe and will return to Council before the end of 2023 with information about possible ways to establish a more competitive comparator universe for use in completing salary studies.

The third resolution, titled Resolution 3 - Lump Sum
Grants the City Manager authority to authorize a one-time, non-pensionable, lump sum bonus, equal to 2% of their base salary with a minimum payment of $2,000 (prorated for part-time employees) to all Livermore Association of Employees, Executive Management (excluding Police Chief), Livermore Management Group, Management Confidential, and Confidential employees who are employees of record as of January 1, 2024. This one-time payment is in recognition of the outstanding contributions of employees in the aforementioned groups, to help off-set the large increase in health benefit premiums, and to maintain a stable labor management relationship.

FISCAL AND ADMINISTRATIVE IMPACTS

The fiscal impact totals approximately $2,816,530 per year of which $2.2 million is in the FY 2022-23 General Fund year-end allocations, approximately $134,000 is included in the FY 2023-24 budget, and the balance of $466,000 will be absorbed by the enterprise funds' budgets through attrition savings. Future budgets will incorporate the salary and benefit increases.

COMMUNITY PILAR
5: A City That Works

GOAL

8: Attract, develop, engage, and retain a diverse and highly skilled workforce across the organization.

ATTACHMENTS

1. Resolution 1 - 2023 Salary Plan
2. Resolution 1 - Exhibit A - 2023 Salary Plan
3. Resolution 2 - 2024 Salary Plan
4. Resolution 2 - Exhibit A - 2024 Salary Plan
5. Resolution 3 - Lump Sum

Prepared by: Nancy Dias
Human Resource Manager

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 ADOPTING THE CITY OF LIVERMORE SALARY PLAN DATED NOVEMBER 2023, IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5, ADDING 1.0 FTE TO THE BUDGET, AND ESTABLISHING REGULAR SALARY ADJUSTMENTS FOR EXECUTIVE MANAGEMENT

The proposed City of Livermore Salary Plan, attached as Exhibit A, is intended to make the following amendments:

- Incorporate wage related adjustments for the City Manager based on the City Council approved amended contract, effective November 20, 2023;
- Incorporate wage related adjustments for the City Attorney based on the City Council approved amended contract, effective November 20, 2023;
- Incorporate 3% salary increase for Executive Management employees (excluding Police Chief), effective November 20, 2023;
- Increase the salary range of Airport Manager (Class Code 472) to $12,465.09 - $15,581.36/month

Innovation and Economic Development Department has been assigned and assumed the responsibility of the City of Livermore property lease management at the Livermore Airport. Personnel Allocations will be modified to add a new budgeted full-time equivalent (FTE) position as follows:

- Add 1.0 FTE Management Analyst I position to the Innovation & Economic Development Department.

Executive Management employees are at-will and serve at the pleasure of the City Manager. Salary and benefit adjustments for these employees are granted at the discretion of the City Manager with the concurrence of the City Council. Future salary increase for the Executive Management employees will be processed as follows:

- Grant Executive Management employees (excluding Police Chief) the same total salary adjustment granted to the Livermore Management Group effective the first pay period in December each year.
- Grant the Police Chief the same total salary adjustment granted to the Livermore Police Management Association (LPM) effective at the same time as LPM.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby approves the amended Salary Plan dated November 2023, attached hereto as Exhibit A, in accordance with California Code of Regulations, Title 2, Section 570.5.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that it hereby authorizes the addition of 1.0 FTE to the budget for a Management Analyst I position for the Innovation and Economic Development Department.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that it hereby authorizes the City Manager, commencing in 2024, to make annual salary and cost-of-living adjustments for Executive Management employees that are the same as the annual adjustments to the Livermore Management Group for that same year, which adjustments shall be effective for the Executive Management Employees commencing on the first pay period in December for that year.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 23, 2023, by the following vote:

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

ATTEST:

_____
Marie Weber
Deputy City Manager/City Clerk

APPROVED AS TO FORM:

/s/ Jason R. Alcala
Jason R. Alcala
City Attorney

Exhibit A – Salary Plan dated November 2023

LIVERMORE
CALIFORNIA

Salary Plan

November 2023

EXHIBIT A

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/09/2023

CLASS CODE	RANGE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
221	01	ACCOUNT CLERK	66,819.84	70,054.84	73,441.56	76,997.62	80,731.49
	Sch=M22		5,568.32	5,837.90	6,120.13	6,416.47	6,727.62
			1,285.00	1,347.21	1,412.34	1,480.72	1,552.53
			32.12492	33.68021	35.30844	37.01809	38.81322
225	02	ACCOUNT CLERK, JUNIOR	60,576.07	63,488.86	66,547.28	69,758.63	73,130.53
	Sch=M22		5,048.01	5,290.74	5,545.61	5,813.22	6,094.21
			1,164.92	1,220.94	1,279.76	1,341.51	1,406.36
			29.12311	30.52349	31.99388	33.53780	35.15891
222	03	ACCOUNT CLERK, SENIOR	72,677.86	76,195.73	79,889.49	83,767.95	87,840.33
	Sch=M22		6,056.49	6,349.64	6,657.46	6,980.66	7,320.03
			1,397.65	1,465.30	1,536.34	1,610.92	1,689.24
			34.94128	36.63256	38.40841	40.27305	42.23093
223	05	ACCOUNTANT, JUNIOR	86,792.41	91,054.48	95,529.67	100,228.61	105,162.51
	Sch=M22		7,232.70	7,587.87	7,960.81	8,352.38	8,763.54
			1,669.08	1,751.05	1,837.11	1,927.47	2,022.36
			41.72712	43.77619	45.92773	48.18683	50.55890
224	04	ACCOUNTING TECHNICIAN	77,171.53	80,914.10	84,843.78	88,969.95	93,302.44
	Sch=M22		6,430.96	6,742.84	7,070.32	7,414.16	7,775.20
			1,484.07	1,556.04	1,631.61	1,710.96	1,794.28
			37.10170	38.90101	40.79028	42.77401	44.85694
213	14	ADMINISTRATIVE	80,842.05	84,768.14	88,890.52	93,219.04	97,763.97
	Sch=M22	ASSISTANT	6,736.84	7,064.01	7,407.54	7,768.25	8,147.00
			1,554.65	1,630.16	1,709.43	1,792.67	1,880.08
			38.86637	40.75391	42.73583	44.81685	47.00191
211	50	ADMINISTRATIVE CLERK I	60,576.11	63,488.90	66,547.33	69,758.67	73,130.58
	Sch=M22		5,048.01	5,290.74	5,545.61	5,813.22	6,094.22
			1,164.93	1,220.94	1,279.76	1,341.51	1,406.36
			29.12313	30.52351	31.99391	33.53782	35.15893
214	49	ADMINISTRATIVE CLERK II	64,925.25	68,055.49	71,342.24	74,793.35	78,416.99
	Sch=M22		5,410.44	5,671.29	5,945.19	6,232.78	6,534.75
			1,248.56	1,308.76	1,371.97	1,438.33	1,508.02
			31.21406	32.71899	34.29915	35.95834	37.70048
206	06	ADMINISTRATIVE	80,842.05	84,768.14	88,890.52	93,219.04	97,763.97
	Sch=M22	TECHNICIAN	6,736.84	7,064.01	7,407.54	7,768.25	8,147.00
			1,554.65	1,630.16	1,709.43	1,792.67	1,880.08
			38.86637	40.75391	42.73583	44.81685	47.00191
471	01	AIRPORT SERVICE	70,739.04	74,159.99	77,751.97	81,523.55	85,483.71
	Sch=PS1	ATTENDANT	5,894.92	6,180.00	6,479.33	6,793.63	7,123.64
			1,360.37	1,426.15	1,495.23	1,567.76	1,643.92
			34.00915	35.65384	37.38075	39.19401	41.09794
473	02	AIRPORT SERVICE	75,875.80	79,553.58	83,415.24	87,469.99	91,727.48
	Sch=PS1	ATTENDANT SENIOR	6,322.98	6,629.47	6,951.27	7,289.17	7,643.96
			1,459.15	1,529.88	1,604.14	1,682.12	1,763.99
			36.47875	38.24691	40.10348	42.05288	44.09975

EXHIBIT A

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/09/2023

CLASS CODE	RANGE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
290	07	ANIMAL CONTROL	80,206.76	84,101.09	88,190.12	92,483.60	96,991.75
	Sch=M22	OFFICER	6,683.90	7,008.42	7,349.18	7,706.97	8,082.65
			1,542.44	1,617.33	1,695.96	1,778.53	1,865.23
			38.56094	40.43322	42.39910	44.46327	46.63065
465	66	ASSET MANAGEMENT	108,017.74	113,302.62	118,851.73	124,678.30	130,796.19
	Sch=M22	SPECIALIST	9,001.48	9,441.89	9,904.31	10,389.86	10,899.68
			2,077.26	2,178.90	2,285.61	2,397.66	2,515.31
			51.93161	54.47241	57.14025	59.94149	62.88278
281	08	BUILDING INSPECTOR I	94,998.40	99,632.31	104,497.90	109,606.78	114,971.10
	Sch=M22		7,916.53	8,302.69	8,708.16	9,133.90	9,580.93
			1,826.89	1,916.01	2,009.58	2,107.82	2,210.98
			45.67231	47.90015	50.23938	52.69557	55.27457
282	09	BUILDING INSPECTOR II	102,077.46	107,065.32	112,302.57	117,801.68	123,575.74
	Sch=M22		8,506.46	8,922.11	9,358.55	9,816.81	10,297.98
			1,963.03	2,058.95	2,159.66	2,265.42	2,376.46
			49.07570	51.47371	53.99162	56.63542	59.41141
277	56	BUILDING INSPECTOR III	105,063.34	110,200.49	115,594.49	121,258.19	127,205.08
	Sch=M22		8,755.28	9,183.37	9,632.87	10,104.85	10,600.42
			2,020.45	2,119.24	2,222.97	2,331.89	2,446.25
			50.51122	52.98100	55.57427	58.29721	61.15629
288	10	BUILDING INSPECTOR,	110,200.49	115,594.49	121,258.19	127,205.08	133,449.32
	Sch=M22	SENIOR	9,183.37	9,632.87	10,104.85	10,600.42	11,120.78
			2,119.24	2,222.97	2,331.89	2,446.25	2,566.33
			52.98100	55.57427	58.29721	61.15629	64.15833
249	11	CIVIL ENGINEER,	113,280.25	118,828.25	124,653.63	130,770.30	137,192.81
	Sch=M22	ASSISTANT	9,440.02	9,902.35	10,387.80	10,897.53	11,432.73
			2,178.47	2,285.16	2,397.19	2,514.81	2,638.32
			54.46166	57.12897	59.92963	62.87034	65.95808
254	12	CIVIL ENGINEER,	122,668.21	128,685.61	135,003.88	141,638.06	148,603.95
	Sch=M22	ASSOCIATE	10,222.35	10,723.80	11,250.32	11,803.17	12,383.66
			2,359.00	2,474.72	2,596.23	2,723.81	2,857.77
			58.97510	61.86808	64.90571	68.09522	71.44421
247	13	CIVIL ENGINEER, JUNIOR	99,649.46	104,515.91	109,625.69	114,990.96	120,624.49
	Sch=M22		8,304.12	8,709.66	9,135.47	9,582.58	10,052.04
			1,916.34	2,009.92	2,108.19	2,211.36	2,319.70
			47.90839	50.24803	52.70466	55.28412	57.99254
292	17	COMMUNITY	70,824.73	74,249.94	77,846.44	81,622.74	85,587.87
	Sch=M22	SERVICE SPECIALIST	5,902.06	6,187.50	6,487.20	6,801.90	7,132.32
			1,362.01	1,427.88	1,497.05	1,569.67	1,645.92
			34.05035	35.69709	37.42617	39.24170	41.14801
294	19	CRIME & INTELLIGENCE	92,146.03	96,637.32	101,353.16	106,304.81	111,504.03
	Sch=M22	ANALYST	7,678.84	8,053.11	8,446.10	8,858.73	9,292.00
			1,772.04	1,858.41	1,949.10	2,044.32	2,144.31
			44.30098	46.46025	48.72748	51.10808	53.60771

CITY OF LIVERMORE
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CLASS CODE	RANGE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
296	62	CRIME PREVENTION	76,419.34	80,124.29	84,014.48	88,099.19	92,388.13
	Sch=M22	SPECIALIST	6,368.28	6,677.02	7,001.21	7,341.60	7,699.01
			1,469.60	1,540.85	1,615.66	1,694.22	1,776.69
			36.74007	38.52129	40.39158	42.35538	44.41737
954	27	CRISIS INTERVENTION	97,716.37	102,602.19	107,732.30	113,118.91	118,774.86
	Sch=M22	SPECIALIST	8,143.03	8,550.18	8,977.69	9,426.58	9,897.91
			1,879.16	1,973.12	2,071.77	2,175.36	2,284.13
			46.97902	49.32798	51.79437	54.38409	57.10330
208	21	DIVISION CLERK	68,410.33	71,714.84	75,184.57	78,827.77	82,653.16
	Sch=M22		5,700.86	5,976.24	6,265.38	6,568.98	6,887.76
			1,315.58	1,379.13	1,445.86	1,515.92	1,589.48
			32.88958	34.47829	36.14643	37.89797	39.73710
234	64	ECONOMIC DEVELOPMENT	88,694.16	93,012.86	97,547.50	102,308.85	107,308.26
	Sch=M22	SPECIALIST	7,391.18	7,751.07	8,128.96	8,525.74	8,942.36
			1,705.66	1,788.71	1,875.91	1,967.48	2,063.62
			42.64142	44.71772	46.89784	49.18695	51.59051
467	38	ELECTRICIAN	95,136.49	99,815.77	104,729.03	109,887.93	115,304.79
	Sch=PS1		7,928.04	8,317.98	8,727.42	9,157.33	9,608.73
			1,829.55	1,919.53	2,014.02	2,113.23	2,217.40
			45.73870	47.98835	50.35050	52.83074	55.43500
255	23	ENGINEER, ASSISTANT	108,017.73	113,302.61	118,851.72	124,678.29	130,796.18
	Sch=M22		9,001.48	9,441.88	9,904.31	10,389.86	10,899.68
			2,077.26	2,178.90	2,285.61	2,397.66	2,515.31
			51.93160	54.47241	57.14025	59.94149	62.88278
256	24	ENGINEER, JUNIOR	95,014.74	99,649.48	104,515.92	109,625.70	114,990.97
	Sch=M22		7,917.90	8,304.12	8,709.66	9,135.48	9,582.58
			1,827.21	1,916.34	2,009.92	2,108.19	2,211.36
			45.68016	47.90840	50.24804	52.70466	55.28412
273	63	ENGINEERING SPECIALIST	108,017.73	113,302.61	118,851.72	124,678.29	130,796.18
	Sch=M22		9,001.48	9,441.88	9,904.31	10,389.86	10,899.68
			2,077.26	2,178.90	2,285.61	2,397.66	2,515.31
			51.93160	54.47241	57.14025	59.94149	62.88278
284	25	ENGINEERING	92,947.14	97,478.47	102,236.38	107,232.19	112,477.78
	Sch=M22	TECHNICIAN, ASSIST	7,745.60	8,123.21	8,519.70	8,936.02	9,373.15
			1,787.45	1,874.59	1,966.08	2,062.16	2,163.03
			44.68613	46.86465	49.15211	51.55394	54.07586
275	26	ENGINEERING	99,649.46	104,515.91	109,625.69	114,990.96	120,624.49
	Sch=M22	TECHNICIAN, ASSOC	8,304.12	8,709.66	9,135.47	9,582.58	10,052.04
			1,916.34	2,009.92	2,108.19	2,211.36	2,319.70
			47.90839	50.24803	52.70466	55.28412	57.99254
279	28	ENGINEERING	103,509.58	108,569.05	113,881.48	119,459.54	125,316.50
	Sch=M22	TECHNICIAN, SENIOR	8,625.80	9,047.42	9,490.12	9,954.96	10,443.04
			1,990.57	2,087.87	2,190.03	2,297.30	2,409.93
			49.76422	52.19666	54.75071	57.43247	60.24832

EXHIBIT A

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/09/2023

CLASS CODE	RANGE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
410	40	FACILITIES MAINTENANCE	60,247.85	63,144.22	66,185.42	69,378.67	72,731.59
	Sch=PS1	TRAINEE	5,020.65	5,262.02	5,515.45	5,781.56	6,060.97
			1,158.61	1,214.31	1,272.80	1,334.21	1,398.68
			28.96531	30.35780	31.81991	33.35513	34.96711
411	41	FACILITIES MAINTENANCE	67,430.13	70,685.61	74,103.86	77,693.04	81,461.68
	Sch=PS1	WORKER I	5,619.18	5,890.47	6,175.32	6,474.42	6,788.47
			1,296.73	1,359.34	1,425.07	1,494.10	1,566.57
			32.41833	33.98347	35.62686	37.35242	39.16427
412	42	FACILITIES MAINTENANCE	72,289.11	75,787.55	79,460.91	83,317.95	87,367.82
	Sch=PS1	WORKER II	6,024.09	6,315.63	6,621.74	6,943.16	7,280.65
			1,390.18	1,457.45	1,528.09	1,602.27	1,680.15
			34.75438	36.43632	38.20236	40.05671	42.00376
413	43	FACILITIES MAINTENANCE	75,875.80	79,553.58	83,415.24	87,469.99	91,727.48
	Sch=PS1	WORKER, SENIOR	6,322.98	6,629.47	6,951.27	7,289.17	7,643.96
			1,459.15	1,529.88	1,604.14	1,682.12	1,763.99
			36.47875	38.24691	40.10348	42.05288	44.09975
414	20	FACILITIES MAINTENANCE	85,349.29	89,500.73	93,859.75	98,436.73	103,242.55
	Sch=PS1	WORKER, SUPERVISING	7,112.44	7,458.39	7,821.65	8,203.06	8,603.55
			1,641.33	1,721.17	1,805.00	1,893.01	1,985.43
			41.03331	43.02920	45.12488	47.32535	49.63584
950	18	FAMILY THERAPIST	93,505.05	98,064.29	102,851.49	107,878.04	113,155.93
	Sch=M22		7,792.09	8,172.02	8,570.96	8,989.84	9,429.66
			1,798.17	1,885.85	1,977.91	2,074.58	2,176.08
			44.95435	47.14629	49.44783	51.86444	54.40189
444	51	FLEET SERVICES WORKER	60,247.89	63,144.27	66,185.47	69,378.72	72,731.64
	Sch=PS1		5,020.66	5,262.02	5,515.46	5,781.56	6,060.97
			1,158.61	1,214.31	1,272.80	1,334.21	1,398.69
			28.96533	30.35782	31.81994	33.35515	34.96713
274	59	GIS SPECIALIST	108,017.73	113,302.59	118,851.71	124,678.28	130,796.17
	Sch=M22		9,001.48	9,441.88	9,904.31	10,389.86	10,899.68
			2,077.26	2,178.90	2,285.61	2,397.66	2,515.31
			51.93160	54.47240	57.14025	59.94148	62.88277
420	11	GROUNDSKEEPER	60,247.85	63,144.22	66,185.41	69,378.66	72,731.58
	Sch=PS1	TRAINEE	5,020.65	5,262.02	5,515.45	5,781.56	6,060.97
			1,158.61	1,214.31	1,272.80	1,334.21	1,398.68
			28.96531	30.35780	31.81991	33.35513	34.96711
421	12	GROUNDSKEEPER I	67,430.13	70,685.61	74,103.86	77,693.04	81,461.68
	Sch=PS1		5,619.18	5,890.47	6,175.32	6,474.42	6,788.47
			1,296.73	1,359.34	1,425.07	1,494.10	1,566.57
			32.41833	33.98347	35.62686	37.35242	39.16427
422	13	GROUNDSKEEPER II	72,289.11	75,787.56	79,460.91	83,317.95	87,367.82
	Sch=PS1		6,024.09	6,315.63	6,621.74	6,943.16	7,280.65
			1,390.18	1,457.45	1,528.09	1,602.27	1,680.15
			34.75438	36.43633	38.20236	40.05671	42.00376

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EFFECTIVE 10/09/2023

CLASS CODE	RANGE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
423	14	GROUNDSKEEPER III	75,875.80	79,553.58	83,415.24	87,469.99	91,727.48
	Sch=PS1		6,322.98	6,629.47	6,951.27	7,289.17	7,643.96
			1,459.15	1,529.88	1,604.14	1,682.12	1,763.99
			36.47875	38.24691	40.10348	42.05288	44.09975
424	04	GROUNDSKEEPER,	85,349.29	89,500.73	93,859.75	98,436.73	103,242.55
	Sch=PS1	SUPERVISING	7,112.44	7,458.39	7,821.65	8,203.06	8,603.55
			1,641.33	1,721.17	1,805.00	1,893.01	1,985.43
			41.03331	43.02920	45.12488	47.32535	49.63584
228	16	INFORMATION	80,654.75	84,609.95	88,762.91	93,123.52	97,702.15
	Sch=M22	TECHNOLOGY TECHNICIAN	6,721.23	7,050.83	7,396.91	7,760.29	8,141.85
			1,551.05	1,627.11	1,706.98	1,790.84	1,878.89
			38.77632	40.67786	42.67448	44.77092	46.97219
271	57	INFORMATION TECHNOLOGY	88,499.94	92,847.39	97,412.22	102,205.29	107,238.01
	Sch=M22	TECHNICIAN, SENIOR	7,375.00	7,737.28	8,117.69	8,517.11	8,936.50
			1,701.92	1,785.53	1,873.31	1,965.49	2,062.27
			42.54805	44.63817	46.83280	49.13716	51.55674
426	52	LANDSCAPE MAINTENANCE	81,112.97	85,052.59	89,189.20	93,532.64	98,093.25
	Sch=PS1	SPECIALIST	6,759.41	7,087.72	7,432.43	7,794.39	8,174.44
			1,559.86	1,635.63	1,715.18	1,798.70	1,886.41
			38.99662	40.89067	42.87942	44.96762	47.16022
263	29	LIBRARIAN I	73,089.45	76,627.91	80,343.28	84,244.43	88,340.63
	Sch=M22		6,090.79	6,385.66	6,695.27	7,020.37	7,361.72
			1,405.57	1,473.61	1,545.06	1,620.09	1,698.86
			35.13916	36.84034	38.62658	40.50213	42.47146
260	30	LIBRARIAN II	80,998.52	84,932.43	89,063.03	93,400.16	97,954.15
	Sch=M22		6,749.88	7,077.70	7,421.92	7,783.35	8,162.85
			1,557.66	1,633.32	1,712.75	1,796.16	1,883.73
			38.94160	40.83290	42.81876	44.90392	47.09334
242	32	LIBRARY ASSISTANT	68,828.76	72,154.18	75,645.87	79,312.15	83,161.75
	Sch=M22		5,735.73	6,012.85	6,303.82	6,609.35	6,930.15
			1,323.63	1,387.58	1,454.73	1,525.23	1,599.26
			33.09075	34.68951	36.36821	38.13084	39.98161
243	33	LIBRARY ASSISTANT,	77,171.53	80,914.10	84,843.78	88,969.95	93,302.44
	Sch=M22	SUPERVISING	6,430.96	6,742.84	7,070.32	7,414.16	7,775.20
			1,484.07	1,556.04	1,631.61	1,710.96	1,794.28
			37.10170	38.90101	40.79028	42.77401	44.85694
241	34	LIBRARY CLERK	60,576.11	63,488.90	66,547.33	69,758.67	73,130.58
	Sch=M22		5,048.01	5,290.74	5,545.61	5,813.22	6,094.22
			1,164.93	1,220.94	1,279.76	1,341.51	1,406.36
			29.12313	30.52351	31.99391	33.53782	35.15893
400	16	MAINTENANCE	60,247.85	63,144.22	66,185.41	69,378.66	72,731.58
	Sch=PS1	TRAINEE	5,020.65	5,262.02	5,515.45	5,781.56	6,060.97
			1,158.61	1,214.31	1,272.80	1,334.21	1,398.68
			28.96531	30.35780	31.81991	33.35513	34.96711

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401	17	MAINTENANCE	67,430.13	70,685.61	74,103.86	77,693.04	81,461.68
	Sch=PS1	WORKER I	5,619.18	5,890.47	6,175.32	6,474.42	6,788.47
			1,296.73	1,359.34	1,425.07	1,494.10	1,566.57
			32.41833	33.98347	35.62686	37.35242	39.16427
402	18	MAINTENANCE	72,289.11	75,787.55	79,460.91	83,317.95	87,367.82
	Sch=PS1	WORKER II	6,024.09	6,315.63	6,621.74	6,943.16	7,280.65
			1,390.18	1,457.45	1,528.09	1,602.27	1,680.15
			34.75438	36.43632	38.20236	40.05671	42.00376
403	19	MAINTENANCE	75,875.80	79,553.58	83,415.24	87,469.99	91,727.48
	Sch=PS1	WORKER III	6,322.98	6,629.47	6,951.27	7,289.17	7,643.96
			1,459.15	1,529.88	1,604.14	1,682.12	1,763.99
			36.47875	38.24691	40.10348	42.05288	44.09975
442	22	MECHANIC	83,676.63	87,744.45	92,015.64	96,500.41	101,209.42
	Sch=PS1		6,973.05	7,312.04	7,667.97	8,041.70	8,434.12
			1,609.17	1,687.39	1,769.53	1,855.78	1,946.34
			40.22915	42.18483	44.23829	46.39443	48.65838
440	23	MECHANIC SENIOR	90,843.18	95,269.32	99,916.76	104,796.59	109,920.41
	Sch=PS1		7,570.27	7,939.11	8,326.40	8,733.05	9,160.03
			1,746.98	1,832.10	1,921.48	2,015.32	2,113.85
			43.67461	45.80256	48.03690	50.38298	52.84635
251	15	NEIGHBORHOOD	99,649.46	104,515.91	109,625.69	114,990.96	120,624.49
	Sch=M22	PRESERVATION OFFICER	8,304.12	8,709.66	9,135.47	9,582.58	10,052.04
			1,916.34	2,009.92	2,108.19	2,211.36	2,319.70
			47.90839	50.24803	52.70466	55.28412	57.99254
407	03	PARTS AND INVENTORY	70,559.98	73,971.95	77,554.53	81,316.24	85,266.04
	Sch=PS1	CONTROL WORKER	5,880.00	6,164.33	6,462.88	6,776.35	7,105.50
			1,356.92	1,422.54	1,491.43	1,563.77	1,639.73
			33.92307	35.56344	37.28583	39.09435	40.99329
287	37	PERMIT TECHNICIAN	71,853.77	75,330.44	78,980.95	82,813.98	86,838.67
	Sch=M22		5,987.81	6,277.54	6,581.75	6,901.17	7,236.56
			1,381.80	1,448.66	1,518.86	1,592.58	1,669.97
			34.54508	36.21656	37.97161	39.81441	41.74936
291	60	PERMIT TECHNICIAN II	76,721.09	80,441.12	84,347.17	88,448.50	92,754.90
	Sch=M22		6,393.42	6,703.43	7,028.93	7,370.71	7,729.58
			1,475.41	1,546.94	1,622.06	1,700.93	1,783.75
			36.88514	38.67362	40.55152	42.52332	44.59370
252	38	PLAN CHECK ENGINEER	122,565.32	128,577.57	134,890.42	141,518.94	148,478.88
	Sch=M22		10,213.78	10,714.80	11,240.87	11,793.25	12,373.24
			2,357.03	2,472.65	2,594.05	2,721.52	2,855.36
			58.92563	61.81614	64.85116	68.03795	71.38408
258	41	PLANNER, ASSISTANT	99,348.37	104,199.78	109,293.75	114,642.43	120,258.52
	Sch=M22		8,279.03	8,683.32	9,107.81	9,553.54	10,021.54
			1,910.55	2,003.84	2,101.80	2,204.66	2,312.66
			47.76364	50.09605	52.54507	55.11655	57.81660

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257	42	PLANNER, ASSOCIATE	114,642.43	120,258.52	126,155.43	132,347.19	138,848.53
	Sch=M22		9,553.54	10,021.54	10,512.95	11,028.93	11,570.71
			2,204.66	2,312.66	2,426.07	2,545.14	2,670.16
			55.11655	57.81660	60.65165	63.62846	66.75410
261	22	PLANNER, SENIOR	120,258.55	126,155.45	132,347.21	138,848.55	145,674.96
	Sch=M22		10,021.55	10,512.95	11,028.93	11,570.71	12,139.58
			2,312.66	2,426.07	2,545.14	2,670.16	2,801.44
			57.81661	60.65166	63.62847	66.75411	70.03604
231	43	POLICE CLERK	66,569.99	69,782.46	73,155.58	76,697.35	80,416.19
	Sch=M22		5,547.50	5,815.21	6,096.30	6,391.45	6,701.35
			1,280.19	1,341.97	1,406.84	1,474.95	1,546.47
			32.00480	33.54926	35.17095	36.87373	38.66163
229	20	POLICE CLERK,	69,782.54	73,155.65	76,697.42	80,416.26	84,321.07
	Sch=M22	SENIOR	5,815.21	6,096.30	6,391.45	6,701.36	7,026.76
			1,341.97	1,406.84	1,474.95	1,546.47	1,621.56
			33.54930	35.17099	36.87376	38.66166	40.53898
230	52	POLICE CLERK,	82,386.88	86,390.21	90,593.70	95,007.38	99,641.73
	Sch=M22	SUPERVISING	6,865.57	7,199.18	7,549.48	7,917.28	8,303.48
			1,584.36	1,661.35	1,742.19	1,827.07	1,916.19
			39.60908	41.53375	43.55466	45.67663	47.90468
237	55	POLICE IDENTIFICATION	83,941.57	88,022.62	92,307.74	96,807.11	101,531.46
	Sch=M22	TECHNICIAN	6,995.13	7,335.22	7,692.31	8,067.26	8,460.96
			1,614.26	1,692.74	1,775.15	1,861.68	1,952.53
			40.35652	42.31857	44.37872	46.54188	48.81320
215	36	PROPERTY AND EVIDENCE	70,824.73	74,249.94	77,846.44	81,622.74	85,587.87
	Sch=M22	SPECIALIST	5,902.06	6,187.50	6,487.20	6,801.90	7,132.32
			1,362.01	1,427.88	1,497.05	1,569.67	1,645.92
			34.05035	35.69709	37.42617	39.24170	41.14801
236	54	PROPERTY AND EVIDENCE	80,054.86	83,941.59	88,022.64	92,307.76	96,807.13
	Sch=M22	SPECIALIST, SUPERVISING	6,671.24	6,995.13	7,335.22	7,692.31	8,067.26
			1,539.52	1,614.26	1,692.74	1,775.15	1,861.68
			38.48791	40.35653	42.31858	44.37873	46.54189
235	44	PUBLIC SAFETY	82,386.88	86,390.21	90,593.70	95,007.38	99,641.73
	Sch=M22	DISPATCHER	6,865.57	7,199.18	7,549.48	7,917.28	8,303.48
			1,584.36	1,661.35	1,742.19	1,827.07	1,916.19
			39.60908	41.53375	43.55466	45.67663	47.90468
245	31	PUBLIC SAFETY	86,390.17	90,593.66	95,007.33	99,641.69	104,507.76
	Sch=M22	DISPATCHER, SENIOR	7,199.18	7,549.47	7,917.28	8,303.47	8,708.98
			1,661.35	1,742.19	1,827.06	1,916.19	2,009.76
			41.53374	43.55464	45.67660	47.90466	50.24412
238	45	PUBLIC SAFETY	95,060.69	99,697.72	104,566.58	109,678.90	115,046.82
	Sch=M22	DISPATCHER, SUPERVISING	7,921.72	8,308.14	8,713.88	9,139.91	9,587.24
			1,828.09	1,917.26	2,010.90	2,109.21	2,212.44
			45.70225	47.93160	50.27239	52.73024	55.31097

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220	46	PURCHASING SPECIALIST	78,035.59	81,821.35	85,796.40	89,970.21	94,352.71
	Sch=M22		6,502.97	6,818.45	7,149.70	7,497.52	7,862.73
			1,500.68	1,573.49	1,649.93	1,730.20	1,814.48
			37.51711	39.33719	41.24827	43.25491	45.36188
233	65	RECYCLING SPECIALIST	88,694.15	93,012.84	97,547.48	102,308.83	107,308.24
	Sch=M22		7,391.18	7,751.07	8,128.96	8,525.74	8,942.35
			1,705.66	1,788.71	1,875.91	1,967.48	2,063.62
			42.64142	44.71771	46.89783	49.18694	51.59050
405	39	TRAFFIC SIGNAL	73,126.04	76,666.33	80,383.63	84,286.80	88,385.12
	Sch=PS1	TECHNICIAN TRAINEE	6,093.84	6,388.86	6,698.64	7,023.90	7,365.43
			1,406.27	1,474.35	1,545.84	1,620.90	1,699.71
			35.15675	36.85881	38.64598	40.52250	42.49285
406	24	TRAFFIC SIGNAL	78,082.45	81,870.55	85,848.08	90,024.46	94,409.68
	Sch=PS1	TECHNICIAN	6,506.87	6,822.55	7,154.01	7,502.04	7,867.47
			1,501.59	1,574.43	1,650.92	1,731.24	1,815.57
			37.53964	39.36084	41.27312	43.28099	45.38927
408	53	TRAFFIC SIGNAL	85,349.29	89,500.73	93,859.75	98,436.73	103,242.55
	Sch=PS1	TECHNICIAN, SENIOR	7,112.44	7,458.39	7,821.65	8,203.06	8,603.55
			1,641.33	1,721.17	1,805.00	1,893.01	1,985.43
			41.03331	43.02920	45.12488	47.32535	49.63584
248	53	TRANSPORTATION	122,668.21	128,685.61	135,003.88	141,638.06	148,603.95
	Sch=M22	ENGINEER, ASSOCIATE	10,222.35	10,723.80	11,250.32	11,803.17	12,383.66
			2,359.00	2,474.72	2,596.23	2,723.81	2,857.77
			58.97510	61.86808	64.90571	68.09522	71.44421
396	44	WASTEWATER COLLECTIONS	60,247.85	63,144.22	66,185.41	69,378.66	72,731.58
	Sch=PS1	SYSTEMS TRAINEE	5,020.65	5,262.02	5,515.45	5,781.56	6,060.97
			1,158.61	1,214.31	1,272.80	1,334.21	1,398.68
			28.96531	30.35780	31.81991	33.35513	34.96711
397	45	WASTEWATER COLLECTIONS	69,594.68	72,996.87	76,569.18	80,320.10	84,258.56
	Sch=PS1	SYSTEMS WORKER I	5,799.56	6,083.07	6,380.77	6,693.34	7,021.55
			1,338.36	1,403.79	1,472.48	1,544.62	1,620.36
			33.45898	35.09465	36.81211	38.61543	40.50892
398	46	WASTEWATER COLLECTIONS	76,388.79	80,130.69	84,059.69	88,185.13	92,516.85
	Sch=PS1	SYSTEMS WORKER II	6,365.73	6,677.56	7,004.97	7,348.76	7,709.74
			1,469.02	1,540.97	1,616.53	1,695.87	1,779.17
			36.72538	38.52437	40.41331	42.39670	44.47925
399	47	WASTEWATER COLLECTIONS	83,900.11	88,017.58	92,340.92	96,880.43	101,646.90
	Sch=PS1	SYSTEMS WORKER III	6,991.68	7,334.80	7,695.08	8,073.37	8,470.58
			1,613.46	1,692.65	1,775.79	1,863.09	1,954.75
			40.33659	42.31614	44.39467	46.57713	48.86870
445	15	WATER DISTRIBUTION	64,302.75	67,401.88	70,655.96	74,072.74	77,660.37
	Sch=PS1	OPERATOR TRAINEE	5,358.56	5,616.82	5,888.00	6,172.73	6,471.70
			1,236.59	1,296.19	1,358.77	1,424.48	1,493.47
			30.91478	32.40475	33.96921	35.61189	37.33672

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446	32	WATER DISTRIBUTION	71,988.60	75,472.00	79,129.58	82,970.05	87,002.53
	Sch=PS1	OPERATOR I	5,999.05	6,289.33	6,594.13	6,914.17	7,250.21
			1,384.40	1,451.38	1,521.72	1,595.58	1,673.13
			34.60990	36.28462	38.04307	39.88945	41.82814
447	33	WATER DISTRIBUTION	82,438.82	86,444.75	90,650.97	95,067.50	99,704.85
	Sch=PS1	OPERATOR II	6,869.90	7,203.73	7,554.25	7,922.29	8,308.74
			1,585.36	1,662.40	1,743.29	1,828.22	1,917.40
			39.63405	41.55998	43.58220	45.70553	47.93502
448	34	WATER DISTRIBUTION	88,848.28	93,174.67	97,717.40	102,487.26	107,495.59
	Sch=PS1	OPERATOR III	7,404.02	7,764.56	8,143.12	8,540.61	8,957.97
			1,708.62	1,791.82	1,879.18	1,970.91	2,067.22
			42.71552	44.79551	46.97952	49.27272	51.68057
470	05	WATER DISTRIBUTION	93,174.69	97,717.42	102,487.28	107,495.61	112,754.39
	Sch=PS1	SENIOR OPERATOR	7,764.56	8,143.12	8,540.61	8,957.97	9,396.20
			1,791.82	1,879.18	1,970.91	2,067.22	2,168.35
			44.79552	46.97953	49.27273	51.68058	54.20884
469	06	WATER DISTRIBUTION	102,260.14	107,257.14	112,503.97	118,013.15	123,797.80
	Sch=PS1	SUPERVISING OPERATOR	8,521.68	8,938.10	9,375.33	9,834.43	10,316.48
			1,966.54	2,062.64	2,163.54	2,269.48	2,380.73
			49.16353	51.56593	54.08845	56.73709	59.51817
456	37	WATER RESOURCES	96,076.78	100,803.07	105,765.69	110,976.43	116,447.72
	Sch=PS1	COORDINATOR	8,006.40	8,400.26	8,813.81	9,248.04	9,703.98
			1,847.63	1,938.52	2,033.96	2,134.16	2,239.38
			46.19076	48.46301	50.84889	53.35405	55.98448
454		WATER RESOURCES	99,815.77	104,729.03	109,887.93	115,304.79	120,992.50
	Sch=PS1	COORDINATOR - ELECTRICAL &	8,317.98	8,727.42	9,157.33	9,608.73	10,082.71
		INSTRUMENTATION	1,919.53	2,014.02	2,113.23	2,217.40	2,326.78
			47.98835	50.35050	52.83074	55.43500	58.16947
463	25	WR INSTRUMENT	90,803.82	95,266.47	99,952.26	104,872.33	110,038.40
	Sch=PS1	CONTROL TECHNICIAN	7,566.99	7,938.87	8,329.36	8,739.36	9,169.87
			1,746.23	1,832.05	1,922.16	2,016.78	2,116.12
			43.65568	45.80119	48.05397	50.41939	52.90308
462	26	WR LABORATORY	86,768.80	91,029.71	95,503.66	100,201.29	105,133.82
	Sch=PS1	TECHNICIAN	7,230.73	7,585.81	7,958.64	8,350.11	8,761.15
			1,668.63	1,750.57	1,836.61	1,926.95	2,021.80
			41.71577	43.76428	45.91522	48.17370	50.54511
458	27	WR MECHANIC I	81,088.31	85,103.86	89,320.19	93,747.33	98,395.83
	Sch=PS1		6,757.36	7,091.99	7,443.35	7,812.28	8,199.65
			1,559.39	1,636.61	1,717.70	1,802.83	1,892.23
			38.98476	40.91532	42.94240	45.07083	47.30569
459	28	WR MECHANIC II	91,455.39	95,989.29	100,749.89	105,748.52	110,997.08
	Sch=PS1		7,621.28	7,999.11	8,395.82	8,812.38	9,249.76
			1,758.76	1,845.95	1,937.50	2,033.63	2,134.56
			43.96894	46.14870	48.43745	50.84063	53.36398

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451	29	WR OPERATOR - GRADE I	81,895.01	85,873.73	90,051.41	94,437.95	99,043.82
	Sch=PS1		6,824.58	7,156.14	7,504.28	7,869.83	8,253.65
			1,574.90	1,651.42	1,731.76	1,816.11	1,904.69
			39.37260	41.28545	43.29395	45.40286	47.61722
453	48	WR OPERATOR - GRADE II	85,863.06	90,040.19	94,426.19	99,031.47	103,867.03
	Sch=PS1		7,155.26	7,503.35	7,868.85	8,252.62	8,655.59
			1,651.21	1,731.54	1,815.89	1,904.45	1,997.44
			41.28032	43.28855	45.39721	47.61128	49.93607
452	30	WR OPERATOR - GRADE III	92,663.41	97,180.57	101,923.58	106,903.74	112,132.90
	Sch=PS1		7,721.95	8,098.38	8,493.63	8,908.65	9,344.41
			1,781.99	1,868.86	1,960.07	2,055.84	2,156.40
			44.54972	46.72143	49.00172	51.39603	53.91005
455	31	WR OPERATOR - TRAINEE	69,215.90	72,560.68	76,072.70	79,760.32	83,632.32
	Sch=PS1		5,767.99	6,046.72	6,339.39	6,646.69	6,969.36
			1,331.08	1,395.40	1,462.94	1,533.85	1,608.31
			33.27688	34.88494	36.57341	38.34631	40.20785
457	49	WR SENIOR OPERATOR	97,194.51	101,938.23	106,919.11	112,149.05	117,640.49
	Sch=PS1		8,099.54	8,494.85	8,909.93	9,345.75	9,803.37
			1,869.13	1,960.35	2,056.14	2,156.71	2,262.32
			46.72813	49.00876	51.40342	53.91781	56.55793
461	35	WR SOURCE CONTROL	91,164.82	95,645.53	100,350.26	105,290.23	110,477.21
	Sch=PS1	INSPECTOR	7,597.07	7,970.46	8,362.52	8,774.19	9,206.43
			1,753.17	1,839.34	1,929.81	2,024.81	2,124.56
			43.82924	45.98343	48.24532	50.62030	53.11404
460	36	WR SOURCE CONTROL	85,835.21	90,010.96	94,395.49	98,999.24	103,833.18
	Sch=PS1	TECHNICIAN	7,152.93	7,500.91	7,866.29	8,249.94	8,652.77
			1,650.68	1,730.98	1,815.30	1,903.83	1,996.79
			41.26693	43.27450	45.38245	47.59579	49.91980
464	50	WR SUPERVISING	106,674.96	111,892.68	117,371.29	123,123.84	129,164.01
	Sch=PS1	OPERATOR	8,889.58	9,324.39	9,780.94	10,260.32	10,763.67
			2,051.44	2,151.78	2,257.14	2,367.77	2,483.92
			51.28604	53.79456	56.42850	59.19415	62.09808
952	51	YOUTH SERVICES CASE	85,414.84	89,569.56	93,932.04	98,512.62	103,322.24
	Sch=M22	COORDINATOR	7,117.90	7,464.13	7,827.67	8,209.39	8,610.19
			1,642.59	1,722.49	1,806.39	1,894.47	1,986.97
			41.06483	43.06229	45.15963	47.36184	49.67415

EXHIBIT A

CITY OF LIVERMORE
POLICE OFFICER'S ASSOCIATION
EFFECTIVE 05/08/2023

Schedule = P14

CLASS CODE	RANGE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
604	01	POLICE OFFICER	105,639.90	110,921.89	116,467.98	122,291.38	128,405.95
			8,803.33	9,243.49	9,705.67	10,190.95	10,700.50
			2031.54	2133.11	2239.77	2351.76	2469.35
			50.78841	53.32783	55.99422	58.79393	61.73363
603	02	POLICE SERGEANT	131,448.44	138,020.86	144,921.90	152,168.00	159,776.40
			10,954.04	11,501.74	12,076.83	12,680.67	13,314.70
			2527.85	2654.25	2786.96	2926.31	3072.62
			63.19637	66.35618	69.67399	73.15769	76.81558
606	03	POLICE TRAINEE (Non-Sworn)	37.00128	-	-	-	-

EXHIBIT A

CITY OF LIVERMORE
MANAGEMENT SALARY SCHEDULE
$7,730 - $17,650/month
Effective July 3, 2023

Class Code	Classification	Monthly Salary Range		
		$14,095.31	-	$17,619.14
119	Assistant Administrative Services Director			
100	Assistant City Attorney			
132	Assistant Community Development Director			
129	Assistant Public Works Director			
124	City Engineer			
		$13,112.20	-	$16,390.25
250	Assistant City Engineer			
289	Building Official			
218	Finance Manager			
125	Maintenance and Golf Operations Manager			
118	Planning Manager			
449	Water Resources Division Manager			
		$12,465.09	-	$15,581.36
472	Airport Manager*			
123	Housing & Human Services Manager			
		$12,335.20	-	$15,419.00
246	Senior Transportation Engineer			
		$11,836.61	-	$14,795.76
283	Permit Center Manager			
		$11,812.81	-	$14,766.01
253	Senior Civil Engineer			
		$11,671.70	-	$14,589.63
269	IT Operations Manager			
268	Information Technology Manager			
		$11,331.75	-	$14,164.69
136	City Clerk			
134	Housing Programs Manager			
135	Human Services Programs Manager			
297	Police Support Services Manager			
259	Principal Planner			
951	Youth and Family Services Manager - Clinical			
		$10,698.76	-	$13,373.45
137	Assistant Finance Manager			
130	Assistant Library Director			
120	Economic Development Manager			
278	Inspection & Neighborhood Preservation Manager			
450	Water Resources Operations Manager			
474	Water Resources Technical Programs Manager			
953	Youth and Family Services Manager - Programs			

EXHIBIT A

CITY OF LIVERMORE
MANAGEMENT SALARY SCHEDULE
$7,730 - $17,650/month
Effective July 3, 2023

Class Code	Classification	Monthly Salary Range		
		$10,170.15	-	$12,712.69
217	Accounting Supervisor			
232	Information Technology Coordinator			
148	Management Analyst, Senior			
133	Public Works Manager			
270	Systems Administrator			
468	Water Distribution Operations Manager			
		$10,062.21	-	$12,577.76
272	Construction Inspection Manager			
		$10,016.28	-	$12,520.35
128	Deputy City Attorney			
295	Police Business Services Manager			
293	Police Facility & Equipment Manager			
		$9,505.31	-	$11,881.64
131	Assistant City Clerk			
150	Management Analyst II			
298	Police Media & Community Relations Analyst			
126	Public Works Supervisor			
		$7,730.03	-	$9,662.54
207	Deputy City Clerk			
152	Management Analyst I			
264	Supervising Librarian			
466	Water Resources Communications Representative			

*Airport Manager moved salary bands effective November 20, 2023

EXHIBIT A

CITY OF LIVERMORE
MANAGEMENT CONFIDENTIAL SALARY SCHEDULE
$7,730 - $19,000/month
Effective July 3, 2023

Class Code	Classification	Monthly Salary Range		
113	Assistant City Attorney, Senior (Confidential)	$15,196.70	-	$18,995.88
104	Assistant to the City Manager (Confidential)	$12,465.09	-	$15,581.36
122	Human Resources Manager (Confidential)	$13,112.20	-	$16,390.25
154	Human Resources Analyst, Senior (Confidential)	$10,170.15	-	$12,712.69
155	Human Resources Analyst II (Confidential)	$9,505.31	-	$11,881.64
156	Human Resources Analyst I (Confidential)	$7,730.03	-	$9,662.54
149	Management Analyst, Senior (Confidential)	$10,170.15	-	$12,712.69
151	Management Analyst II (Confidential)	$9,505.31	-	$11,881.64
153	Management Analyst I (Confidential)	$7,730.03	-	$9,662.54
127	Risk Manager (Confidential)*	$11,480.26	-	$14,350.33

*Moved from Management Group effective 09/11/2023

EXHIBIT A

CITY OF LIVERMORE
POLICE MANAGEMENT SALARY SCHEDULE
$13,810 - $21,410/month
Effective July 3, 2023

Class Code	Classification	Salary Range		
605	Police Captain	$17,127.29	-	$21,409.12
602	Police Lieutenant	$13,810.72	-	$17,263.40

CITY OF LIVERMORE
CONFIDENTIAL SALARY SCHEDULE
$5,120 - $10,670/month
Effective July 3, 2023

Class Code	Classifications	Monthly Salary Range		
216	Administrative Receptionist	$5,120.02	-	$6,400.02
203	Administrative Specialist I	$5,926.26	-	$7,407.83
227	Administrative Specialist II	$6,665.14	-	$8,331.43
200	Executive Assistant	$8,532.40	-	$10,665.50
226	Human Resources Clerk I	$5,926.26	-	$7,407.83
212	Human Resources Clerk II	$6,519.55	-	$8,149.44
219	Human Resources Technician	$7,153.66	-	$8,942.08
201	Law Office Supervisor	$8,532.40	-	$10,665.50
204	Legal Assistant	$7,085.67	-	$8,857.09

EXHIBIT A

CITY OF LIVERMORE
EXECUTIVE MANAGEMENT SALARY SCHEDULE
$14,095 - $24,210/month
Effective November 20, 2023

Class Code	Classification	Monthly Salary Range		
109	Administrative Services Director	$16,435.43	-	$20,544.29
103	Assistant City Manager	$17,729.26	-	$22,161.58
105	Community Development Director	$16,435.43	-	$20,544.29
106	Deputy City Manager	$14,095.31	-	$17,619.14
117	Deputy City Manager/City Clerk*	$14,095.31	-	$17,619.14
114	Innovation and Economic Development Director	$16,435.43	-	$20,544.29
121	Library Services Director	$16,435.43	-	$20,544.29
107	Police Chief**	$19,364.56	-	$24,205.70
111	Public Works Director	$16,435.43	-	$20,544.29

**Police Chief 3.0% Salary Adjustment to match Police Management increase effective 7/3/2023

EXHIBIT A

CITY OF LIVERMORE
APPOINTED MANAGEMENT

Class Code	Classification	Annual Salary	Effective
102	City Manager	$344,796	11/20/2023
112	City Attorney	$307,580	11/20/2023

EXHIBIT A

CITY OF LIVERMORE
UNCLASSIFIED AND HOURLY SALARY SCHEDULE

Class Code	Classification	Salary Range	Effective Date
210	Department Assistant	$15.50 - $25.25 Hourly	12/19/22
438	Field/Maintenance Aide	$15.50 - $25.25 Hourly	12/19/22
240	Law Clerk	$15.50 - $25.00 Hourly	12/19/22
915	Temporary Librarian	$19.00 - $23.50 Hourly	05/11/07
916	Temporary Library Assistant	$17.00 - $22.50 Hourly	05/11/07
917	Temporary Library Clerk	$15.75 - $19.00 Hourly	05/11/07
920	Library Aide	$15.50 Hour	12/19/22
961	Police Cadet	$15.50 - $19.00 Hourly	12/19/22
963	Reserve Police Officer	Hourly equivalent to Police Officer Step A	
956	Special Projects Coordinator	$20.00 - $100.00 Hourly	12/20/21

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ADOPTING THE CITY OF LIVERMORE SALARY PLAN DATED JANUARY 2024, IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

The proposed City of Livermore Salary Plan, attached as Exhibit A, is intended to make the following amendments:

- Incorporate 5% base salary adjustment to the classifications in the Livermore Police Officer's Association, Livermore Police Management Association, and the Police Chief.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby approves the amended Salary Plan dated January 2024, attached hereto as Exhibit A, in accordance with California Code of Regulations, Title 2, Section 570.5.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 23, 2023, by the following vote:

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

ATTEST:

_____
Marie Weber
Deputy City Manager/City Clerk

APPROVED AS TO FORM:

/s/ Jason R. Alcala
Jason R. Alcala
City Attorney

Exhibit A – Salary Plan dated January 2024

LIVERMORE
CALIFORNIA

Salary Plan

January 2024

EXHIBIT A

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/09/2023

CLASS CODE	RANGE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
221	01	ACCOUNT CLERK	66,819.84	70,054.84	73,441.56	76,997.62	80,731.49
	Sch=M22		5,568.32	5,837.90	6,120.13	6,416.47	6,727.62
			1,285.00	1,347.21	1,412.34	1,480.72	1,552.53
			32.12492	33.68021	35.30844	37.01809	38.81322
225	02	ACCOUNT CLERK, JUNIOR	60,576.07	63,488.86	66,547.28	69,758.63	73,130.53
	Sch=M22		5,048.01	5,290.74	5,545.61	5,813.22	6,094.21
			1,164.92	1,220.94	1,279.76	1,341.51	1,406.36
			29.12311	30.52349	31.99388	33.53780	35.15891
222	03	ACCOUNT CLERK, SENIOR	72,677.86	76,195.73	79,889.49	83,767.95	87,840.33
	Sch=M22		6,056.49	6,349.64	6,657.46	6,980.66	7,320.03
			1,397.65	1,465.30	1,536.34	1,610.92	1,689.24
			34.94128	36.63256	38.40841	40.27305	42.23093
223	05	ACCOUNTANT, JUNIOR	86,792.41	91,054.48	95,529.67	100,228.61	105,162.51
	Sch=M22		7,232.70	7,587.87	7,960.81	8,352.38	8,763.54
			1,669.08	1,751.05	1,837.11	1,927.47	2,022.36
			41.72712	43.77619	45.92773	48.18683	50.55890
224	04	ACCOUNTING TECHNICIAN	77,171.53	80,914.10	84,843.78	88,969.95	93,302.44
	Sch=M22		6,430.96	6,742.84	7,070.32	7,414.16	7,775.20
			1,484.07	1,556.04	1,631.61	1,710.96	1,794.28
			37.10170	38.90101	40.79028	42.77401	44.85694
213	14	ADMINISTRATIVE	80,842.05	84,768.14	88,890.52	93,219.04	97,763.97
	Sch=M22	ASSISTANT	6,736.84	7,064.01	7,407.54	7,768.25	8,147.00
			1,554.65	1,630.16	1,709.43	1,792.67	1,880.08
			38.86637	40.75391	42.73583	44.81685	47.00191
211	50	ADMINISTRATIVE CLERK I	60,576.11	63,488.90	66,547.33	69,758.67	73,130.58
	Sch=M22		5,048.01	5,290.74	5,545.61	5,813.22	6,094.22
			1,164.93	1,220.94	1,279.76	1,341.51	1,406.36
			29.12313	30.52351	31.99391	33.53782	35.15893
214	49	ADMINISTRATIVE CLERK II	64,925.25	68,055.49	71,342.24	74,793.35	78,416.99
	Sch=M22		5,410.44	5,671.29	5,945.19	6,232.78	6,534.75
			1,248.56	1,308.76	1,371.97	1,438.33	1,508.02
			31.21406	32.71899	34.29915	35.95834	37.70048
206	06	ADMINISTRATIVE	80,842.05	84,768.14	88,890.52	93,219.04	97,763.97
	Sch=M22	TECHNICIAN	6,736.84	7,064.01	7,407.54	7,768.25	8,147.00
			1,554.65	1,630.16	1,709.43	1,792.67	1,880.08
			38.86637	40.75391	42.73583	44.81685	47.00191
471	01	AIRPORT SERVICE	70,739.04	74,159.99	77,751.97	81,523.55	85,483.71
	Sch=PS1	ATTENDANT	5,894.92	6,180.00	6,479.33	6,793.63	7,123.64
			1,360.37	1,426.15	1,495.23	1,567.76	1,643.92
			34.00915	35.65384	37.38075	39.19401	41.09794
473	02	AIRPORT SERVICE	75,875.80	79,553.58	83,415.24	87,469.99	91,727.48
	Sch=PS1	ATTENDANT SENIOR	6,322.98	6,629.47	6,951.27	7,289.17	7,643.96
			1,459.15	1,529.88	1,604.14	1,682.12	1,763.99
			36.47875	38.24691	40.10348	42.05288	44.09975

EXHIBIT A

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/09/2023

CLASS CODE	RANGE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
290	07	ANIMAL CONTROL	80,206.76	84,101.09	88,190.12	92,483.60	96,991.75
	Sch=M22	OFFICER	6,683.90	7,008.42	7,349.18	7,706.97	8,082.65
			1,542.44	1,617.33	1,695.96	1,778.53	1,865.23
			38.56094	40.43322	42.39910	44.46327	46.63065
465	66	ASSET MANAGEMENT	108,017.74	113,302.62	118,851.73	124,678.30	130,796.19
	Sch=M22	SPECIALIST	9,001.48	9,441.89	9,904.31	10,389.86	10,899.68
			2,077.26	2,178.90	2,285.61	2,397.66	2,515.31
			51.93161	54.47241	57.14025	59.94149	62.88278
281	08	BUILDING INSPECTOR I	94,998.40	99,632.31	104,497.90	109,606.78	114,971.10
	Sch=M22		7,916.53	8,302.69	8,708.16	9,133.90	9,580.93
			1,826.89	1,916.01	2,009.58	2,107.82	2,210.98
			45.67231	47.90015	50.23938	52.69557	55.27457
282	09	BUILDING INSPECTOR II	102,077.46	107,065.32	112,302.57	117,801.68	123,575.74
	Sch=M22		8,506.46	8,922.11	9,358.55	9,816.81	10,297.98
			1,963.03	2,058.95	2,159.66	2,265.42	2,376.46
			49.07570	51.47371	53.99162	56.63542	59.41141
277	56	BUILDING INSPECTOR III	105,063.34	110,200.49	115,594.49	121,258.19	127,205.08
	Sch=M22		8,755.28	9,183.37	9,632.87	10,104.85	10,600.42
			2,020.45	2,119.24	2,222.97	2,331.89	2,446.25
			50.51122	52.98100	55.57427	58.29721	61.15629
288	10	BUILDING INSPECTOR,	110,200.49	115,594.49	121,258.19	127,205.08	133,449.32
	Sch=M22	SENIOR	9,183.37	9,632.87	10,104.85	10,600.42	11,120.78
			2,119.24	2,222.97	2,331.89	2,446.25	2,566.33
			52.98100	55.57427	58.29721	61.15629	64.15833
249	11	CIVIL ENGINEER,	113,280.25	118,828.25	124,653.63	130,770.30	137,192.81
	Sch=M22	ASSISTANT	9,440.02	9,902.35	10,387.80	10,897.53	11,432.73
			2,178.47	2,285.16	2,397.19	2,514.81	2,638.32
			54.46166	57.12897	59.92963	62.87034	65.95808
254	12	CIVIL ENGINEER,	122,668.21	128,685.61	135,003.88	141,638.06	148,603.95
	Sch=M22	ASSOCIATE	10,222.35	10,723.80	11,250.32	11,803.17	12,383.66
			2,359.00	2,474.72	2,596.23	2,723.81	2,857.77
			58.97510	61.86808	64.90571	68.09522	71.44421
247	13	CIVIL ENGINEER, JUNIOR	99,649.46	104,515.91	109,625.69	114,990.96	120,624.49
	Sch=M22		8,304.12	8,709.66	9,135.47	9,582.58	10,052.04
			1,916.34	2,009.92	2,108.19	2,211.36	2,319.70
			47.90839	50.24803	52.70466	55.28412	57.99254
292	17	COMMUNITY	70,824.73	74,249.94	77,846.44	81,622.74	85,587.87
	Sch=M22	SERVICE SPECIALIST	5,902.06	6,187.50	6,487.20	6,801.90	7,132.32
			1,362.01	1,427.88	1,497.05	1,569.67	1,645.92
			34.05035	35.69709	37.42617	39.24170	41.14801
294	19	CRIME & INTELLIGENCE	92,146.03	96,637.32	101,353.16	106,304.81	111,504.03
	Sch=M22	ANALYST	7,678.84	8,053.11	8,446.10	8,858.73	9,292.00
			1,772.04	1,858.41	1,949.10	2,044.32	2,144.31
			44.30098	46.46025	48.72748	51.10808	53.60771

EXHIBIT A

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/09/2023

CLASS CODE	RANGE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
296	62	CRIME PREVENTION	76,419.34	80,124.29	84,014.48	88,099.19	92,388.13
	Sch=M22	SPECIALIST	6,368.28	6,677.02	7,001.21	7,341.60	7,699.01
			1,469.60	1,540.85	1,615.66	1,694.22	1,776.69
			36.74007	38.52129	40.39158	42.35538	44.41737
954	27	CRISIS INTERVENTION	97,716.37	102,602.19	107,732.30	113,118.91	118,774.86
	Sch=M22	SPECIALIST	8,143.03	8,550.18	8,977.69	9,426.58	9,897.91
			1,879.16	1,973.12	2,071.77	2,175.36	2,284.13
			46.97902	49.32798	51.79437	54.38409	57.10330
208	21	DIVISION CLERK	68,410.33	71,714.84	75,184.57	78,827.77	82,653.16
	Sch=M22		5,700.86	5,976.24	6,265.38	6,568.98	6,887.76
			1,315.58	1,379.13	1,445.86	1,515.92	1,589.48
			32.88958	34.47829	36.14643	37.89797	39.73710
234	64	ECONOMIC DEVELOPMENT	88,694.16	93,012.86	97,547.50	102,308.85	107,308.26
	Sch=M22	SPECIALIST	7,391.18	7,751.07	8,128.96	8,525.74	8,942.36
			1,705.66	1,788.71	1,875.91	1,967.48	2,063.62
			42.64142	44.71772	46.89784	49.18695	51.59051
467	38	ELECTRICIAN	95,136.49	99,815.77	104,729.03	109,887.93	115,304.79
	Sch=PS1		7,928.04	8,317.98	8,727.42	9,157.33	9,608.73
			1,829.55	1,919.53	2,014.02	2,113.23	2,217.40
			45.73870	47.98835	50.35050	52.83074	55.43500
255	23	ENGINEER, ASSISTANT	108,017.73	113,302.61	118,851.72	124,678.29	130,796.18
	Sch=M22		9,001.48	9,441.88	9,904.31	10,389.86	10,899.68
			2,077.26	2,178.90	2,285.61	2,397.66	2,515.31
			51.93160	54.47241	57.14025	59.94149	62.88278
256	24	ENGINEER, JUNIOR	95,014.74	99,649.48	104,515.92	109,625.70	114,990.97
	Sch=M22		7,917.90	8,304.12	8,709.66	9,135.48	9,582.58
			1,827.21	1,916.34	2,009.92	2,108.19	2,211.36
			45.68016	47.90840	50.24804	52.70466	55.28412
273	63	ENGINEERING SPECIALIST	108,017.73	113,302.61	118,851.72	124,678.29	130,796.18
	Sch=M22		9,001.48	9,441.88	9,904.31	10,389.86	10,899.68
			2,077.26	2,178.90	2,285.61	2,397.66	2,515.31
			51.93160	54.47241	57.14025	59.94149	62.88278
284	25	ENGINEERING	92,947.14	97,478.47	102,236.38	107,232.19	112,477.78
	Sch=M22	TECHNICIAN, ASSIST	7,745.60	8,123.21	8,519.70	8,936.02	9,373.15
			1,787.45	1,874.59	1,966.08	2,062.16	2,163.03
			44.68613	46.86465	49.15211	51.55394	54.07586
275	26	ENGINEERING	99,649.46	104,515.91	109,625.69	114,990.96	120,624.49
	Sch=M22	TECHNICIAN, ASSOC	8,304.12	8,709.66	9,135.47	9,582.58	10,052.04
			1,916.34	2,009.92	2,108.19	2,211.36	2,319.70
			47.90839	50.24803	52.70466	55.28412	57.99254
279	28	ENGINEERING	103,509.58	108,569.05	113,881.48	119,459.54	125,316.50
	Sch=M22	TECHNICIAN, SENIOR	8,625.80	9,047.42	9,490.12	9,954.96	10,443.04
			1,990.57	2,087.87	2,190.03	2,297.30	2,409.93
			49.76422	52.19666	54.75071	57.43247	60.24832

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410	40	FACILITIES MAINTENANCE	60,247.85	63,144.22	66,185.42	69,378.67	72,731.59
	Sch=PS1	TRAINEE	5,020.65	5,262.02	5,515.45	5,781.56	6,060.97
			1,158.61	1,214.31	1,272.80	1,334.21	1,398.68
			28.96531	30.35780	31.81991	33.35513	34.96711
411	41	FACILITIES MAINTENANCE	67,430.13	70,685.61	74,103.86	77,693.04	81,461.68
	Sch=PS1	WORKER I	5,619.18	5,890.47	6,175.32	6,474.42	6,788.47
			1,296.73	1,359.34	1,425.07	1,494.10	1,566.57
			32.41833	33.98347	35.62686	37.35242	39.16427
412	42	FACILITIES MAINTENANCE	72,289.11	75,787.55	79,460.91	83,317.95	87,367.82
	Sch=PS1	WORKER II	6,024.09	6,315.63	6,621.74	6,943.16	7,280.65
			1,390.18	1,457.45	1,528.09	1,602.27	1,680.15
			34.75438	36.43632	38.20236	40.05671	42.00376
413	43	FACILITIES MAINTENANCE	75,875.80	79,553.58	83,415.24	87,469.99	91,727.48
	Sch=PS1	WORKER, SENIOR	6,322.98	6,629.47	6,951.27	7,289.17	7,643.96
			1,459.15	1,529.88	1,604.14	1,682.12	1,763.99
			36.47875	38.24691	40.10348	42.05288	44.09975
414	20	FACILITIES MAINTENANCE	85,349.29	89,500.73	93,859.75	98,436.73	103,242.55
	Sch=PS1	WORKER, SUPERVISING	7,112.44	7,458.39	7,821.65	8,203.06	8,603.55
			1,641.33	1,721.17	1,805.00	1,893.01	1,985.43
			41.03331	43.02920	45.12488	47.32535	49.63584
950	18	FAMILY THERAPIST	93,505.05	98,064.29	102,851.49	107,878.04	113,155.93
	Sch=M22		7,792.09	8,172.02	8,570.96	8,989.84	9,429.66
			1,798.17	1,885.85	1,977.91	2,074.58	2,176.08
			44.95435	47.14629	49.44783	51.86444	54.40189
444	51	FLEET SERVICES WORKER	60,247.89	63,144.27	66,185.47	69,378.72	72,731.64
	Sch=PS1		5,020.66	5,262.02	5,515.46	5,781.56	6,060.97
			1,158.61	1,214.31	1,272.80	1,334.21	1,398.69
			28.96533	30.35782	31.81994	33.35515	34.96713
274	59	GIS SPECIALIST	108,017.73	113,302.59	118,851.71	124,678.28	130,796.17
	Sch=M22		9,001.48	9,441.88	9,904.31	10,389.86	10,899.68
			2,077.26	2,178.90	2,285.61	2,397.66	2,515.31
			51.93160	54.47240	57.14025	59.94148	62.88277
420	11	GROUNDSKEEPER	60,247.85	63,144.22	66,185.41	69,378.66	72,731.58
	Sch=PS1	TRAINEE	5,020.65	5,262.02	5,515.45	5,781.56	6,060.97
			1,158.61	1,214.31	1,272.80	1,334.21	1,398.68
			28.96531	30.35780	31.81991	33.35513	34.96711
421	12	GROUNDSKEEPER I	67,430.13	70,685.61	74,103.86	77,693.04	81,461.68
	Sch=PS1		5,619.18	5,890.47	6,175.32	6,474.42	6,788.47
			1,296.73	1,359.34	1,425.07	1,494.10	1,566.57
			32.41833	33.98347	35.62686	37.35242	39.16427
422	13	GROUNDSKEEPER II	72,289.11	75,787.56	79,460.91	83,317.95	87,367.82
	Sch=PS1		6,024.09	6,315.63	6,621.74	6,943.16	7,280.65
			1,390.18	1,457.45	1,528.09	1,602.27	1,680.15
			34.75438	36.43633	38.20236	40.05671	42.00376

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423	14	GROUNDSKEEPER III	75,875.80	79,553.58	83,415.24	87,469.99	91,727.48
	Sch=PS1		6,322.98	6,629.47	6,951.27	7,289.17	7,643.96
			1,459.15	1,529.88	1,604.14	1,682.12	1,763.99
			36.47875	38.24691	40.10348	42.05288	44.09975
424	04	GROUNDSKEEPER,	85,349.29	89,500.73	93,859.75	98,436.73	103,242.55
	Sch=PS1	SUPERVISING	7,112.44	7,458.39	7,821.65	8,203.06	8,603.55
			1,641.33	1,721.17	1,805.00	1,893.01	1,985.43
			41.03331	43.02920	45.12488	47.32535	49.63584
228	16	INFORMATION	80,654.75	84,609.95	88,762.91	93,123.52	97,702.15
	Sch=M22	TECHNOLOGY TECHNICIAN	6,721.23	7,050.83	7,396.91	7,760.29	8,141.85
			1,551.05	1,627.11	1,706.98	1,790.84	1,878.89
			38.77632	40.67786	42.67448	44.77092	46.97219
271	57	INFORMATION TECHNOLOGY	88,499.94	92,847.39	97,412.22	102,205.29	107,238.01
	Sch=M22	TECHNICIAN, SENIOR	7,375.00	7,737.28	8,117.69	8,517.11	8,936.50
			1,701.92	1,785.53	1,873.31	1,965.49	2,062.27
			42.54805	44.63817	46.83280	49.13716	51.55674
426	52	LANDSCAPE MAINTENANCE	81,112.97	85,052.59	89,189.20	93,532.64	98,093.25
	Sch=PS1	SPECIALIST	6,759.41	7,087.72	7,432.43	7,794.39	8,174.44
			1,559.86	1,635.63	1,715.18	1,798.70	1,886.41
			38.99662	40.89067	42.87942	44.96762	47.16022
263	29	LIBRARIAN I	73,089.45	76,627.91	80,343.28	84,244.43	88,340.63
	Sch=M22		6,090.79	6,385.66	6,695.27	7,020.37	7,361.72
			1,405.57	1,473.61	1,545.06	1,620.09	1,698.86
			35.13916	36.84034	38.62658	40.50213	42.47146
260	30	LIBRARIAN II	80,998.52	84,932.43	89,063.03	93,400.16	97,954.15
	Sch=M22		6,749.88	7,077.70	7,421.92	7,783.35	8,162.85
			1,557.66	1,633.32	1,712.75	1,796.16	1,883.73
			38.94160	40.83290	42.81876	44.90392	47.09334
242	32	LIBRARY ASSISTANT	68,828.76	72,154.18	75,645.87	79,312.15	83,161.75
	Sch=M22		5,735.73	6,012.85	6,303.82	6,609.35	6,930.15
			1,323.63	1,387.58	1,454.73	1,525.23	1,599.26
			33.09075	34.68951	36.36821	38.13084	39.98161
243	33	LIBRARY ASSISTANT,	77,171.53	80,914.10	84,843.78	88,969.95	93,302.44
	Sch=M22	SUPERVISING	6,430.96	6,742.84	7,070.32	7,414.16	7,775.20
			1,484.07	1,556.04	1,631.61	1,710.96	1,794.28
			37.10170	38.90101	40.79028	42.77401	44.85694
241	34	LIBRARY CLERK	60,576.11	63,488.90	66,547.33	69,758.67	73,130.58
	Sch=M22		5,048.01	5,290.74	5,545.61	5,813.22	6,094.22
			1,164.93	1,220.94	1,279.76	1,341.51	1,406.36
			29.12313	30.52351	31.99391	33.53782	35.15893
400	16	MAINTENANCE	60,247.85	63,144.22	66,185.41	69,378.66	72,731.58
	Sch=PS1	TRAINEE	5,020.65	5,262.02	5,515.45	5,781.56	6,060.97
			1,158.61	1,214.31	1,272.80	1,334.21	1,398.68
			28.96531	30.35780	31.81991	33.35513	34.96711

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401	17	MAINTENANCE	67,430.13	70,685.61	74,103.86	77,693.04	81,461.68
	Sch=PS1	WORKER I	5,619.18	5,890.47	6,175.32	6,474.42	6,788.47
			1,296.73	1,359.34	1,425.07	1,494.10	1,566.57
			32.41833	33.98347	35.62686	37.35242	39.16427
402	18	MAINTENANCE	72,289.11	75,787.55	79,460.91	83,317.95	87,367.82
	Sch=PS1	WORKER II	6,024.09	6,315.63	6,621.74	6,943.16	7,280.65
			1,390.18	1,457.45	1,528.09	1,602.27	1,680.15
			34.75438	36.43632	38.20236	40.05671	42.00376
403	19	MAINTENANCE	75,875.80	79,553.58	83,415.24	87,469.99	91,727.48
	Sch=PS1	WORKER III	6,322.98	6,629.47	6,951.27	7,289.17	7,643.96
			1,459.15	1,529.88	1,604.14	1,682.12	1,763.99
			36.47875	38.24691	40.10348	42.05288	44.09975
442	22	MECHANIC	83,676.63	87,744.45	92,015.64	96,500.41	101,209.42
	Sch=PS1		6,973.05	7,312.04	7,667.97	8,041.70	8,434.12
			1,609.17	1,687.39	1,769.53	1,855.78	1,946.34
			40.22915	42.18483	44.23829	46.39443	48.65838
440	23	MECHANIC SENIOR	90,843.18	95,269.32	99,916.76	104,796.59	109,920.41
	Sch=PS1		7,570.27	7,939.11	8,326.40	8,733.05	9,160.03
			1,746.98	1,832.10	1,921.48	2,015.32	2,113.85
			43.67461	45.80256	48.03690	50.38298	52.84635
251	15	NEIGHBORHOOD	99,649.46	104,515.91	109,625.69	114,990.96	120,624.49
	Sch=M22	PRESERVATION OFFICER	8,304.12	8,709.66	9,135.47	9,582.58	10,052.04
			1,916.34	2,009.92	2,108.19	2,211.36	2,319.70
			47.90839	50.24803	52.70466	55.28412	57.99254
407	03	PARTS AND INVENTORY	70,559.98	73,971.95	77,554.53	81,316.24	85,266.04
	Sch=PS1	CONTROL WORKER	5,880.00	6,164.33	6,462.88	6,776.35	7,105.50
			1,356.92	1,422.54	1,491.43	1,563.77	1,639.73
			33.92307	35.56344	37.28583	39.09435	40.99329
287	37	PERMIT TECHNICIAN	71,853.77	75,330.44	78,980.95	82,813.98	86,838.67
	Sch=M22		5,987.81	6,277.54	6,581.75	6,901.17	7,236.56
			1,381.80	1,448.66	1,518.86	1,592.58	1,669.97
			34.54508	36.21656	37.97161	39.81441	41.74936
291	60	PERMIT TECHNICIAN II	76,721.09	80,441.12	84,347.17	88,448.50	92,754.90
	Sch=M22		6,393.42	6,703.43	7,028.93	7,370.71	7,729.58
			1,475.41	1,546.94	1,622.06	1,700.93	1,783.75
			36.88514	38.67362	40.55152	42.52332	44.59370
252	38	PLAN CHECK ENGINEER	122,565.32	128,577.57	134,890.42	141,518.94	148,478.88
	Sch=M22		10,213.78	10,714.80	11,240.87	11,793.25	12,373.24
			2,357.03	2,472.65	2,594.05	2,721.52	2,855.36
			58.92563	61.81614	64.85116	68.03795	71.38408
258	41	PLANNER, ASSISTANT	99,348.37	104,199.78	109,293.75	114,642.43	120,258.52
	Sch=M22		8,279.03	8,683.32	9,107.81	9,553.54	10,021.54
			1,910.55	2,003.84	2,101.80	2,204.66	2,312.66
			47.76364	50.09605	52.54507	55.11655	57.81660

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257	42	PLANNER, ASSOCIATE	114,642.43	120,258.52	126,155.43	132,347.19	138,848.53
	Sch=M22		9,553.54	10,021.54	10,512.95	11,028.93	11,570.71
			2,204.66	2,312.66	2,426.07	2,545.14	2,670.16
			55.11655	57.81660	60.65165	63.62846	66.75410
261	22	PLANNER, SENIOR	120,258.55	126,155.45	132,347.21	138,848.55	145,674.96
	Sch=M22		10,021.55	10,512.95	11,028.93	11,570.71	12,139.58
			2,312.66	2,426.07	2,545.14	2,670.16	2,801.44
			57.81661	60.65166	63.62847	66.75411	70.03604
231	43	POLICE CLERK	66,569.99	69,782.46	73,155.58	76,697.35	80,416.19
	Sch=M22		5,547.50	5,815.21	6,096.30	6,391.45	6,701.35
			1,280.19	1,341.97	1,406.84	1,474.95	1,546.47
			32.00480	33.54926	35.17095	36.87373	38.66163
229	20	POLICE CLERK,	69,782.54	73,155.65	76,697.42	80,416.26	84,321.07
	Sch=M22	SENIOR	5,815.21	6,096.30	6,391.45	6,701.36	7,026.76
			1,341.97	1,406.84	1,474.95	1,546.47	1,621.56
			33.54930	35.17099	36.87376	38.66166	40.53898
230	52	POLICE CLERK,	82,386.88	86,390.21	90,593.70	95,007.38	99,641.73
	Sch=M22	SUPERVISING	6,865.57	7,199.18	7,549.48	7,917.28	8,303.48
			1,584.36	1,661.35	1,742.19	1,827.07	1,916.19
			39.60908	41.53375	43.55466	45.67663	47.90468
237	55	POLICE IDENTIFICATION	83,941.57	88,022.62	92,307.74	96,807.11	101,531.46
	Sch=M22	TECHNICIAN	6,995.13	7,335.22	7,692.31	8,067.26	8,460.96
			1,614.26	1,692.74	1,775.15	1,861.68	1,952.53
			40.35652	42.31857	44.37872	46.54188	48.81320
215	36	PROPERTY AND EVIDENCE	70,824.73	74,249.94	77,846.44	81,622.74	85,587.87
	Sch=M22	SPECIALIST	5,902.06	6,187.50	6,487.20	6,801.90	7,132.32
			1,362.01	1,427.88	1,497.05	1,569.67	1,645.92
			34.05035	35.69709	37.42617	39.24170	41.14801
236	54	PROPERTY AND EVIDENCE	80,054.86	83,941.59	88,022.64	92,307.76	96,807.13
	Sch=M22	SPECIALIST, SUPERVISING	6,671.24	6,995.13	7,335.22	7,692.31	8,067.26
			1,539.52	1,614.26	1,692.74	1,775.15	1,861.68
			38.48791	40.35653	42.31858	44.37873	46.54189
235	44	PUBLIC SAFETY	82,386.88	86,390.21	90,593.70	95,007.38	99,641.73
	Sch=M22	DISPATCHER	6,865.57	7,199.18	7,549.48	7,917.28	8,303.48
			1,584.36	1,661.35	1,742.19	1,827.07	1,916.19
			39.60908	41.53375	43.55466	45.67663	47.90468
245	31	PUBLIC SAFETY	86,390.17	90,593.66	95,007.33	99,641.69	104,507.76
	Sch=M22	DISPATCHER, SENIOR	7,199.18	7,549.47	7,917.28	8,303.47	8,708.98
			1,661.35	1,742.19	1,827.06	1,916.19	2,009.76
			41.53374	43.55464	45.67660	47.90466	50.24412
238	45	PUBLIC SAFETY	95,060.69	99,697.72	104,566.58	109,678.90	115,046.82
	Sch=M22	DISPATCHER, SUPERVISING	7,921.72	8,308.14	8,713.88	9,139.91	9,587.24
			1,828.09	1,917.26	2,010.90	2,109.21	2,212.44
			45.70225	47.93160	50.27239	52.73024	55.31097

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CLASS CODE	RANGE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
220	46	PURCHASING SPECIALIST	78,035.59	81,821.35	85,796.40	89,970.21	94,352.71
	Sch=M22		6,502.97	6,818.45	7,149.70	7,497.52	7,862.73
			1,500.68	1,573.49	1,649.93	1,730.20	1,814.48
			37.51711	39.33719	41.24827	43.25491	45.36188
233	65	RECYCLING SPECIALIST	88,694.15	93,012.84	97,547.48	102,308.83	107,308.24
	Sch=M22		7,391.18	7,751.07	8,128.96	8,525.74	8,942.35
			1,705.66	1,788.71	1,875.91	1,967.48	2,063.62
			42.64142	44.71771	46.89783	49.18694	51.59050
405	39	TRAFFIC SIGNAL	73,126.04	76,666.33	80,383.63	84,286.80	88,385.12
	Sch=PS1	TECHNICIAN TRAINEE	6,093.84	6,388.86	6,698.64	7,023.90	7,365.43
			1,406.27	1,474.35	1,545.84	1,620.90	1,699.71
			35.15675	36.85881	38.64598	40.52250	42.49285
406	24	TRAFFIC SIGNAL	78,082.45	81,870.55	85,848.08	90,024.46	94,409.68
	Sch=PS1	TECHNICIAN	6,506.87	6,822.55	7,154.01	7,502.04	7,867.47
			1,501.59	1,574.43	1,650.92	1,731.24	1,815.57
			37.53964	39.36084	41.27312	43.28099	45.38927
408	53	TRAFFIC SIGNAL	85,349.29	89,500.73	93,859.75	98,436.73	103,242.55
	Sch=PS1	TECHNICIAN, SENIOR	7,112.44	7,458.39	7,821.65	8,203.06	8,603.55
			1,641.33	1,721.17	1,805.00	1,893.01	1,985.43
			41.03331	43.02920	45.12488	47.32535	49.63584
248	53	TRANSPORTATION	122,668.21	128,685.61	135,003.88	141,638.06	148,603.95
	Sch=M22	ENGINEER, ASSOCIATE	10,222.35	10,723.80	11,250.32	11,803.17	12,383.66
			2,359.00	2,474.72	2,596.23	2,723.81	2,857.77
			58.97510	61.86808	64.90571	68.09522	71.44421
396	44	WASTEWATER COLLECTIONS	60,247.85	63,144.22	66,185.41	69,378.66	72,731.58
	Sch=PS1	SYSTEMS TRAINEE	5,020.65	5,262.02	5,515.45	5,781.56	6,060.97
			1,158.61	1,214.31	1,272.80	1,334.21	1,398.68
			28.96531	30.35780	31.81991	33.35513	34.96711
397	45	WASTEWATER COLLECTIONS	69,594.68	72,996.87	76,569.18	80,320.10	84,258.56
	Sch=PS1	SYSTEMS WORKER I	5,799.56	6,083.07	6,380.77	6,693.34	7,021.55
			1,338.36	1,403.79	1,472.48	1,544.62	1,620.36
			33.45898	35.09465	36.81211	38.61543	40.50892
398	46	WASTEWATER COLLECTIONS	76,388.79	80,130.69	84,059.69	88,185.13	92,516.85
	Sch=PS1	SYSTEMS WORKER II	6,365.73	6,677.56	7,004.97	7,348.76	7,709.74
			1,469.02	1,540.97	1,616.53	1,695.87	1,779.17
			36.72538	38.52437	40.41331	42.39670	44.47925
399	47	WASTEWATER COLLECTIONS	83,900.11	88,017.58	92,340.92	96,880.43	101,646.90
	Sch=PS1	SYSTEMS WORKER III	6,991.68	7,334.80	7,695.08	8,073.37	8,470.58
			1,613.46	1,692.65	1,775.79	1,863.09	1,954.75
			40.33659	42.31614	44.39467	46.57713	48.86870
445	15	WATER DISTRIBUTION	64,302.75	67,401.88	70,655.96	74,072.74	77,660.37
	Sch=PS1	OPERATOR TRAINEE	5,358.56	5,616.82	5,888.00	6,172.73	6,471.70
			1,236.59	1,296.19	1,358.77	1,424.48	1,493.47
			30.91478	32.40475	33.96921	35.61189	37.33672

EXHIBIT A

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/09/2023

CLASS CODE	RANGE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
446	32	WATER DISTRIBUTION	71,988.60	75,472.00	79,129.58	82,970.05	87,002.53
	Sch=PS1	OPERATOR I	5,999.05	6,289.33	6,594.13	6,914.17	7,250.21
			1,384.40	1,451.38	1,521.72	1,595.58	1,673.13
			34.60990	36.28462	38.04307	39.88945	41.82814
447	33	WATER DISTRIBUTION	82,438.82	86,444.75	90,650.97	95,067.50	99,704.85
	Sch=PS1	OPERATOR II	6,869.90	7,203.73	7,554.25	7,922.29	8,308.74
			1,585.36	1,662.40	1,743.29	1,828.22	1,917.40
			39.63405	41.55998	43.58220	45.70553	47.93502
448	34	WATER DISTRIBUTION	88,848.28	93,174.67	97,717.40	102,487.26	107,495.59
	Sch=PS1	OPERATOR III	7,404.02	7,764.56	8,143.12	8,540.61	8,957.97
			1,708.62	1,791.82	1,879.18	1,970.91	2,067.22
			42.71552	44.79551	46.97952	49.27272	51.68057
470	05	WATER DISTRIBUTION	93,174.69	97,717.42	102,487.28	107,495.61	112,754.39
	Sch=PS1	SENIOR OPERATOR	7,764.56	8,143.12	8,540.61	8,957.97	9,396.20
			1,791.82	1,879.18	1,970.91	2,067.22	2,168.35
			44.79552	46.97953	49.27273	51.68058	54.20884
469	06	WATER DISTRIBUTION	102,260.14	107,257.14	112,503.97	118,013.15	123,797.80
	Sch=PS1	SUPERVISING OPERATOR	8,521.68	8,938.10	9,375.33	9,834.43	10,316.48
			1,966.54	2,062.64	2,163.54	2,269.48	2,380.73
			49.16353	51.56593	54.08845	56.73709	59.51817
456	37	WATER RESOURCES	96,076.78	100,803.07	105,765.69	110,976.43	116,447.72
	Sch=PS1	COORDINATOR	8,006.40	8,400.26	8,813.81	9,248.04	9,703.98
			1,847.63	1,938.52	2,033.96	2,134.16	2,239.38
			46.19076	48.46301	50.84889	53.35405	55.98448
454		WATER RESOURCES	99,815.77	104,729.03	109,887.93	115,304.79	120,992.50
	Sch=PS1	COORDINATOR - ELECTRICAL &	8,317.98	8,727.42	9,157.33	9,608.73	10,082.71
		INSTRUMENTATION	1,919.53	2,014.02	2,113.23	2,217.40	2,326.78
			47.98835	50.35050	52.83074	55.43500	58.16947
463	25	WR INSTRUMENT	90,803.82	95,266.47	99,952.26	104,872.33	110,038.40
	Sch=PS1	CONTROL TECHNICIAN	7,566.99	7,938.87	8,329.36	8,739.36	9,169.87
			1,746.23	1,832.05	1,922.16	2,016.78	2,116.12
			43.65568	45.80119	48.05397	50.41939	52.90308
462	26	WR LABORATORY	86,768.80	91,029.71	95,503.66	100,201.29	105,133.82
	Sch=PS1	TECHNICIAN	7,230.73	7,585.81	7,958.64	8,350.11	8,761.15
			1,668.63	1,750.57	1,836.61	1,926.95	2,021.80
			41.71577	43.76428	45.91522	48.17370	50.54511
458	27	WR MECHANIC I	81,088.31	85,103.86	89,320.19	93,747.33	98,395.83
	Sch=PS1		6,757.36	7,091.99	7,443.35	7,812.28	8,199.65
			1,559.39	1,636.61	1,717.70	1,802.83	1,892.23
			38.98476	40.91532	42.94240	45.07083	47.30569
459	28	WR MECHANIC II	91,455.39	95,989.29	100,749.89	105,748.52	110,997.08
	Sch=PS1		7,621.28	7,999.11	8,395.82	8,812.38	9,249.76
			1,758.76	1,845.95	1,937.50	2,033.63	2,134.56
			43.96894	46.14870	48.43745	50.84063	53.36398

EXHIBIT A

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/09/2023

CLASS CODE	RANGE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
451	29	WR OPERATOR - GRADE I	81,895.01	85,873.73	90,051.41	94,437.95	99,043.82
	Sch=PS1		6,824.58	7,156.14	7,504.28	7,869.83	8,253.65
			1,574.90	1,651.42	1,731.76	1,816.11	1,904.69
			39.37260	41.28545	43.29395	45.40286	47.61722
453	48	WR OPERATOR - GRADE II	85,863.06	90,040.19	94,426.19	99,031.47	103,867.03
	Sch=PS1		7,155.26	7,503.35	7,868.85	8,252.62	8,655.59
			1,651.21	1,731.54	1,815.89	1,904.45	1,997.44
			41.28032	43.28855	45.39721	47.61128	49.93607
452	30	WR OPERATOR - GRADE III	92,663.41	97,180.57	101,923.58	106,903.74	112,132.90
	Sch=PS1		7,721.95	8,098.38	8,493.63	8,908.65	9,344.41
			1,781.99	1,868.86	1,960.07	2,055.84	2,156.40
			44.54972	46.72143	49.00172	51.39603	53.91005
455	31	WR OPERATOR - TRAINEE	69,215.90	72,560.68	76,072.70	79,760.32	83,632.32
	Sch=PS1		5,767.99	6,046.72	6,339.39	6,646.69	6,969.36
			1,331.08	1,395.40	1,462.94	1,533.85	1,608.31
			33.27688	34.88494	36.57341	38.34631	40.20785
457	49	WR SENIOR OPERATOR	97,194.51	101,938.23	106,919.11	112,149.05	117,640.49
	Sch=PS1		8,099.54	8,494.85	8,909.93	9,345.75	9,803.37
			1,869.13	1,960.35	2,056.14	2,156.71	2,262.32
			46.72813	49.00876	51.40342	53.91781	56.55793
461	35	WR SOURCE CONTROL	91,164.82	95,645.53	100,350.26	105,290.23	110,477.21
	Sch=PS1	INSPECTOR	7,597.07	7,970.46	8,362.52	8,774.19	9,206.43
			1,753.17	1,839.34	1,929.81	2,024.81	2,124.56
			43.82924	45.98343	48.24532	50.62030	53.11404
460	36	WR SOURCE CONTROL	85,835.21	90,010.96	94,395.49	98,999.24	103,833.18
	Sch=PS1	TECHNICIAN	7,152.93	7,500.91	7,866.29	8,249.94	8,652.77
			1,650.68	1,730.98	1,815.30	1,903.83	1,996.79
			41.26693	43.27450	45.38245	47.59579	49.91980
464	50	WR SUPERVISING	106,674.96	111,892.68	117,371.29	123,123.84	129,164.01
	Sch=PS1	OPERATOR	8,889.58	9,324.39	9,780.94	10,260.32	10,763.67
			2,051.44	2,151.78	2,257.14	2,367.77	2,483.92
			51.28604	53.79456	56.42850	59.19415	62.09808
952	51	YOUTH SERVICES CASE	85,414.84	89,569.56	93,932.04	98,512.62	103,322.24
	Sch=M22	COORDINATOR	7,117.90	7,464.13	7,827.67	8,209.39	8,610.19
			1,642.59	1,722.49	1,806.39	1,894.47	1,986.97
			41.06483	43.06229	45.15963	47.36184	49.67415

EXHIBIT A

CITY OF LIVERMORE
POLICE OFFICER'S ASSOCIATION
EFFECTIVE 01/01/2024

Schedule = P14

CLASS CODE	RANGE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
604	01	POLICE OFFICER	110,921.89	116,467.98	122,291.38	128,405.95	134,826.25
			9,243.49	9,705.67	10,190.95	10,700.50	11,235.52
			2133.11	2239.77	2351.76	2469.35	2592.81
			53.32783	55.99422	58.79393	61.73363	64.82031
603	02	POLICE SERGEANT	138,020.86	144,921.90	152,168.00	159,776.40	167,765.22
			11,501.74	12,076.83	12,680.67	13,314.70	13,980.44
			2654.25	2786.96	2926.31	3072.62	3226.25
			66.35618	69.67399	73.15769	76.81558	80.65636
606	03	POLICE TRAINEE (Non-Sworn)	38.85135	-	-	-	-

EXHIBIT A

CITY OF LIVERMORE
MANAGEMENT SALARY SCHEDULE
$7,730 - $17,650/month
Effective July 3, 2023

Class Code	Classification	Monthly Salary Range		
		$14,095.31	-	$17,619.14
119	Assistant Administrative Services Director			
100	Assistant City Attorney			
132	Assistant Community Development Director			
129	Assistant Public Works Director			
124	City Engineer			
		$13,112.20	-	$16,390.25
250	Assistant City Engineer			
289	Building Official			
218	Finance Manager			
125	Maintenance and Golf Operations Manager			
118	Planning Manager			
449	Water Resources Division Manager			
		$12,465.09	-	$15,581.36
472	Airport Manager*			
123	Housing & Human Services Manager			
		$12,335.20	-	$15,419.00
246	Senior Transportation Engineer			
		$11,836.61	-	$14,795.76
283	Permit Center Manager			
		$11,812.81	-	$14,766.01
253	Senior Civil Engineer			
		$11,671.70	-	$14,589.63
269	IT Operations Manager			
268	Information Technology Manager			
		$11,331.75	-	$14,164.69
136	City Clerk			
134	Housing Programs Manager			
135	Human Services Programs Manager			
297	Police Support Services Manager			
259	Principal Planner			
951	Youth and Family Services Manager - Clinical			
		$10,698.76	-	$13,373.45
137	Assistant Finance Manager			
130	Assistant Library Director			
120	Economic Development Manager			
278	Inspection & Neighborhood Preservation Manager			
450	Water Resources Operations Manager			
474	Water Resources Technical Programs Manager			
953	Youth and Family Services Manager - Programs			

EXHIBIT A

CITY OF LIVERMORE
MANAGEMENT SALARY SCHEDULE
$7,730 - $17,650/month
Effective July 3, 2023

Class Code	Classification	Monthly Salary Range		
		$10,170.15	-	$12,712.69
217	Accounting Supervisor			
232	Information Technology Coordinator			
148	Management Analyst, Senior			
133	Public Works Manager			
270	Systems Administrator			
468	Water Distribution Operations Manager			
		$10,062.21	-	$12,577.76
272	Construction Inspection Manager			
		$10,016.28	-	$12,520.35
128	Deputy City Attorney			
295	Police Business Services Manager			
293	Police Facility & Equipment Manager			
		$9,505.31	-	$11,881.64
131	Assistant City Clerk			
150	Management Analyst II			
298	Police Media & Community Relations Analyst			
126	Public Works Supervisor			
		$7,730.03	-	$9,662.54
207	Deputy City Clerk			
152	Management Analyst I			
264	Supervising Librarian			
466	Water Resources Communications Representative			

*Airport Manager moved salary bands effective November 20, 2023

EXHIBIT A

CITY OF LIVERMORE
MANAGEMENT CONFIDENTIAL SALARY SCHEDULE
$7,730 - $19,000/month

Effective July 3, 2023

Class Code	Classification	Monthly Salary Range		
113	Assistant City Attorney, Senior (Confidential)	$15,196.70	-	$18,995.88
104	Assistant to the City Manager (Confidential)	$12,465.09	-	$15,581.36
122	Human Resources Manager (Confidential)	$13,112.20	-	$16,390.25
154	Human Resources Analyst, Senior (Confidential)	$10,170.15	-	$12,712.69
155	Human Resources Analyst II (Confidential)	$9,505.31	-	$11,881.64
156	Human Resources Analyst I (Confidential)	$7,730.03	-	$9,662.54
149	Management Analyst, Senior (Confidential)	$10,170.15	-	$12,712.69
151	Management Analyst II (Confidential)	$9,505.31	-	$11,881.64
153	Management Analyst I (Confidential)	$7,730.03	-	$9,662.54
127	Risk Manager (Confidential)*	$11,480.26	-	$14,350.33

*Moved from Management Group effective 09/11/2023

EXHIBIT A

CITY OF LIVERMORE
CONFIDENTIAL SALARY SCHEDULE
$5,120 - $10,670/month
Effective July 3, 2023

Class Code	Classifications	Monthly Salary Range		
216	Administrative Receptionist	$5,120.02	-	$6,400.02
203	Administrative Specialist I	$5,926.26	-	$7,407.83
227	Administrative Specialist II	$6,665.14	-	$8,331.43
200	Executive Assistant	$8,532.40	-	$10,665.50
226	Human Resources Clerk I	$5,926.26	-	$7,407.83
212	Human Resources Clerk II	$6,519.55	-	$8,149.44
219	Human Resources Technician	$7,153.66	-	$8,942.08
201	Law Office Supervisor	$8,532.40	-	$10,665.50
204	Legal Assistant	$7,085.67	-	$8,857.09

EXHIBIT A

CITY OF LIVERMORE
POLICE MANAGEMENT SALARY SCHEDULE
$14,500 - $22,480/month
Effective January 1, 2024

Class Code	Classification	Salary Range		
605	Police Captain	$17,983.66	-	$22,479.58
602	Police Lieutenant	$14,501.26	-	$18,126.57

EXHIBIT A

CITY OF LIVERMORE
EXECUTIVE MANAGEMENT SALARY SCHEDULE
$14,095 - $25,416/month
Effective November 20, 2023

Class Code	Classification	Monthly Salary Range		
109	Administrative Services Director	$16,435.43	-	$20,544.29
103	Assistant City Manager	$17,729.26	-	$22,161.58
105	Community Development Director	$16,435.43	-	$20,544.29
106	Deputy City Manager	$14,095.31	-	$17,619.14
117	Deputy City Manager/City Clerk*	$14,095.31	-	$17,619.14
114	Innovation and Economic Development Director	$16,435.43	-	$20,544.29
121	Library Services Director	$16,435.43	-	$20,544.29
107	Police Chief**	$20,332.79	-	$25,415.99
111	Public Works Director	$16,435.43	-	$20,544.29

**Police Chief 5% Salary Adjustment effective 1/1/2024

EXHIBIT A

CITY OF LIVERMORE
APPOINTED MANAGEMENT

Class Code	Classification	Annual Salary	Effective
102	City Manager	$344,796	11/20/2023
112	City Attorney	$307,580	11/20/2023

EXHIBIT A

CITY OF LIVERMORE
UNCLASSIFIED AND HOURLY SALARY SCHEDULE

Class Code	Classification	Salary Range	Effective Date
210	Department Assistant	$15.50 - $25.25 Hourly	12/19/22
438	Field/Maintenance Aide	$15.50 - $25.25 Hourly	12/19/22
240	Law Clerk	$15.50 - $25.00 Hourly	12/19/22
915	Temporary Librarian	$19.00 - $23.50 Hourly	05/11/07
916	Temporary Library Assistant	$17.00 - $22.50 Hourly	05/11/07
917	Temporary Library Clerk	$15.75 - $19.00 Hourly	05/11/07
920	Library Aide	$15.50 Hour	12/19/22
961	Police Cadet	$15.50 - $19.00 Hourly	12/19/22
963	Reserve Police Officer	Hourly equivalent to Police Officer Step A	
956	Special Projects Coordinator	$20.00 - $100.00 Hourly	12/20/21

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION GRANTING A ONE-TIME LUMP SUM PAYMENT TO ALL ASSOCIATION OF LIVERMORE EMPLOYEES, EXECUTIVE MANAGEMENT (EXCLUDING POLICE CHIEF) EMPLOYEES, LIVERMORE MANAGEMENT GROUP EMPLOYEES, MANAGEMENT CONFIDENTIAL EMPLOYEES, AND CONFIDENTIAL EMPLOYEES

To maintain a stable labor management relationship, to help off-set the large increase in health benefit premiums, and in recognition of the outstanding contributions of the employees in the Livermore Association of Employees group, Executive Management (excluding Police Chief), Livermore Management Group, management confidential employees, and confidential staff, it is recommended that the employees in the aforementioned groups receive a one-time, non-pensionable, lump sum bonus, equal to 2% of their base salary with a minimum payment of $2,000 (prorated for part-time employees) and who are employees of record as of January 1, 2024.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby approves a one-time 2% of base salary lump sum bonus for the following employees who are employed by the City of Livermore as of January 1, 2024: the employees in the Livermore Association of Employees group, Executive Management employees (excluding the Police Chief), employees in the Livermore Management Group management confidential employees, and confidential employees.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that the lump sum payments will be made in January 2024 as part of the regular pay period, paid on January 19, 2024, or as otherwise directed by the City Manager.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 23, 2023, by the following vote:

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

ATTEST:

_____
Marie Weber
Deputy City Manager/City Clerk

APPROVED AS TO FORM:

/s/ Jason R. Alcala
Jason R. Alcala
City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.16**

DATE: October 23, 2023

TO: Honorable Mayor and City Council

FROM: Christine Martin, Assistant City Manager

SUBJECT: Resolution of continued local emergency in response to impacts from a series of severe storm events earlier this year.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution of continued local emergency in response to impacts from a series of severe storm events earlier this year.

SUMMARY

On January 10, 2023, the City Council adopted a resolution ratifying the Proclamation of the Director of Emergency Services Concerning the Existence of a Local Emergency (Resolution No. 2023-001) in response to impacts from a series of severe storm events.

On February 27, April 24, June 12, July 24, and September 11, 2023, the City Council adopted resolutions of continued local emergency. California Government Code section 8630 directs the City Council to review the need for continuing the local emergency at least once every 60 days.

DISCUSSION

On January 4, 2023, the Executive Department of the State of California issued Executive Order N-2-23 proclaiming a State of Emergency for the Atmospheric River that started on December 27, 2022. On January 10, 2023, the City Council ratified a proclamation by the Emergency Services Director of the existence of a local emergency due to conditions of extreme peril to the safety of persons and property that arose within the City of Livermore caused by a series of severe rainstorms and high wind commencing in December 2022 and continuing through January 2023.

Proclamation 23-01 was ratified, as required, by the City Council within seven days (Resolution No. 2023-001). Once ratified, California Government Code section 8630 directs the City Council to review the need for continuing the local emergency at least once every 60 days. On February 27, 2023, the City Council adopted a resolution of continued local emergency (Resolution No. 2023-06).

On March 1, 2023, the Executive Department of the State of California issued a proclamation of State of Emergency due to a severe winter storm event beginning in February 2023 bringing damaging winds and historic precipitation that caused federal and state highways and road closures, and continued to threaten critical infrastructures, power outages, etc.

On March 24, 2023, the Alameda County Director of Emergency Services proclaimed a state of emergency due to conditions of continuing peril that have been presented by winter storms that resumed on February 23, 2023, continuing through March 2023, causing extensive damage and local expenses throughout the County.

On February 27, April 24, June 12, July 24, and September 11, 2023, the City Council adopted resolutions of continued local emergency (Resolution Nos. 2023-026, and 2023-072, and 2023-111, and 2023-150, and 2023-159 respectively).

Staff recommends that the City Council continue the emergency proclamation to reflect the fact that emergency repairs have not been fully implemented and on-going work is required to recover from the damage. Continuing the emergency proclamation allows staff to seek reimbursement of the eligible costs of this work from federal and state agencies through the public assistance program.

Work includes removing sediment and debris from creeks and trails, repairing creek banks that have been washed away, repairing damaged trails, and pedestrian bridge abutments. While the repair projects are still under evaluation, staff estimates about 30 damaged sites totaling approximately $9,000,000.

FISCAL AND ADMINISTRATIVE IMPACTS

The continuance of a Local Emergency allows the City to access federal, state and county resources, including potential financial reimbursements.

COMMUNITY PILLAR

1: A Safe Community That Thrives

GOAL

1: Oversee the City's emergency preparedness, management, and response efforts

ATTACHMENTS

1. Resolution

Prepared by: Herbert Cole
Management Analyst

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 OF CONTINUED LOCAL EMERGENCY

(Severe Storm Events – December 2022 through March 2023)

On January 10, 2023, the City Council adopted a resolution, *Ratifying the Proclamation of the Director of Emergency Services Concerning the Existence of a Local Emergency* (Resolution No. 2023-001). The emergency services proclamation concerns conditions of extreme peril to the safety of persons and property which have arisen within the City of Livermore caused by a series of severe rainstorms and high winds commencing in December 2022, and continuing through January 2023. On February 27, 2023, the City Council adopted a resolution of continued local emergency (Resolution No. 2023-026).

On March 1, 2023, California Governor, Gavin Newsom, proclaimed a state of emergency due to the severe winter storms that struck in late February as the result of an atmospheric river system forecast to continue through mid-March. The Governor issued his proclamation in response to a series of atmospheric river systems that impacted the State since late December 2022, that forced closures and damaged highways and roads, and caused other impacts that local agencies did not have time to mitigate, and that the continuing storms were expected to exacerbate those conditions. The Governor adopted a subsequent proclamation on March 28, 2023, to apply his March 1st proclamation to Alameda County. The Governor's proclamation directed the California Office of Emergency Services to provide assistance to local governments for the protection of public health and the environment, allowed for the mobilization of the California National Guard, allowed for state-owned properties to be made available for staging debris, and modified the hours-of-service limits in the California Vehicle Code and California Code of Regulations for fuel transportation and relief efforts.

Given the declaration of emergency by the State of California and Alameda County, as well as the existing damage and impacts from the prior storms, and in anticipation of additional storms and wind, the need for continued debris removal, emergency response protective measures, and permanent repairs, continue to present conditions that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City of Livermore.

On March 24, 2023, the Alameda County Director of Emergency Services proclaimed a state of emergency due to conditions of continuing peril that have been presented by winter storms that resumed on February 23, 2023, continuing through March 2023, causing extensive damage and local expenses throughout the Alameda County Operational Area.

Although efforts have been made to remedy the emergency conditions, City staff report that the emergency conditions identified by the proclamation still exist. City staff recommends continuing the declaration of emergency since it is required to be active in

order to remain eligible to apply for and receive funding for costs to respond to and repair damages caused by the storm events.

Once a proclamation of local emergency is adopted, California Government Code section 8630 directs the City Council to review the need for continuing the local emergency at least once every 60 days.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it has reviewed the January 4, 2023 proclamation of local emergency that the City Council ratified on January 10, 2023 (Resolution No. 2023-001) and continued on February 27, 2023 (Resolution No. 2023-026) and on April 24, 2023 (Resolution No. 2023-072), and on June 12, 2023 (Resolution No. 2023-111), and on July 24, 2023 (Resolution No. 2023-150), and on September 11, 2023 (Resolution No. 2023-159) as well as the subsequent proclamations of emergency in March by both the State of California and the County of Alameda due to the continuing systems of storms affecting the State and local areas, and hereby finds that conditions warrant continued maintenance of that proclamation of local emergency.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 23, 2023, by the following vote:

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

ATTEST:

_____
Marie Weber
Deputy City Manager/City Clerk

APPROVED AS TO FORM:

/s/ Jason R. Alcala
Jason R. Alcala
City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.1**

DATE: October 23, 2023

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Hearing to consider the Housing and Human Services needs and Housing and Human Services Grant Priorities for Fiscal Year 2024-25.

RECOMMENDED ACTION

The Human Services Commission and staff recommend the City Council adopt a resolution approving the Housing and Human Services Grant Priorities for Fiscal Year 2024-25.

SUMMARY

The Human Services Commission and staff recommend the City Council adopt a resolution approving the Housing and Human Services Grant priorities as set forth in Exhibit A to the Resolution. These priorities are based on input from Livermore's non-profit service providers and community members about their most pressing housing and human services needs and will inform the next Housing and Human Services Grant application process to select projects serving low-income, senior, youth, people experiencing homelessness, and disabled Livermore residents.

DISCUSSION

Each year, the City of Livermore brings together multiple funding sources to support capital projects and public service programs benefiting low-income Livermore households that are consistent with the City's goals and priorities. These funding sources include Community Development Block Grant (CDBG) funds and HOME Investment Partnerships Program (HOME) funds, which the U.S. Department of Housing and Urban Development (HUD) provides. The City leverages federal dollars with local resources including the Affordable Housing Trust Fund (Fund 611), the Social Opportunity Endowment (SOE) Fund (Fund 620), and the Social and Human Services Facility Fee Fund (Fund 333).

In FY 2023-24, the City received $404,865 in CDBG funds and $148,123 in HOME funds. The City leveraged these federal dollars with $25,875 of SOE Funds, $78,951 of General Funds (to temporarily supplement the diminishing SOE funds), $209,000 of Affordable Housing Trust Funds and $400,000 of prior year unexpended CDBG funds. These funding sources deliver vital services to Livermore residents by providing 15 grants to 9 public and non-profit agencies. Examples of projects include food programs

for seniors, domestic violence counseling, and emergency shelter for people experiencing homelessness. As of this date, the City of Livermore has not received its funding allocation for FY 2024-25. Staff anticipates this year's CDBG and HOME allocation will be similar to last year.

On June 22, 2020, the City adopted the FY 2020-24 Five-Year Consolidated Plan which sets forth broad policy goals and the City's plan for addressing identified priority needs through the use of CDBG and HOME funds as well as the Citizen Participation Plan which is a federally required plan describing the City's policies and procedures for public involvement in the grants process. According to the City of Livermore Citizen Participation Plan, a community outreach process and public hearing on housing and human services needs is required prior to each grant cycle.

In September 2020, the Human Services Commission and staff launched a community outreach process which is required by the Citizen Participation Plan, to identify priority housing and human services needs in Livermore. This process involved digital community meetings conducted in English and Spanish, a forum with community-based organizations, and a multilingual survey with 145 respondents. The City partnered with the Livermore Housing Authority, Livermore Valley Joint Unified School District, and numerous service providers to ensure that low-income families, people experiencing homelessness, seniors, and non-English speakers could participate.

The Housing and Human Services Grant community outreach process provided valuable information on current safety net service needs which align closely with the projects currently being funded by this grant program. The social service needs that community members identified were mental health services, affordable housing, and homeless services. Other priority needs included assistance for people with disabilities, food security, and services for seniors. The need for more support accessing and navigating existing services, particularly for those with language and technology barriers, was another common theme throughout the outreach process. In addition to the above outreach, and under the direction of the Human Services Commission, in September of 2021 and September of 2022, staff sent additional surveys to local non-profit service providers for input on the needs of the community.

In July 2023, staff emailed a needs assessment survey to the Human Service Interest list which includes the local non-profit providers and posted the survey on the City's website. Additionally, CityServe of the Tri-Valley collected surveys from their clients at the Multi-Service Center, and City staff attended five (5) outreach events to collect surveys and information regarding the needs in the community. The survey was available in English and Spanish. The City received 109 completed surveys.

On September 12, 2023, the Human Services Commission considered the results of the survey and recommended a set of four funding priorities for the next Housing and Human Services Grant cycle. The four priorities are: Housing, Homeless Services, Public Health, and Social Safety Net Access. Each priority is described in Exhibit A to the Resolution. As required by the Citizen Participation Plan, the City published a public notice regarding the October 23, 2023 public hearing on September 22, 2023. The public notice included a solicitation for public comment on the Housing and Human Services Grant Priorities for FY 2024-25.

If adopted by City Council, the Housing and Human Services grant priorities will inform how the Human Services Commission will evaluate and score all grant applications submitted to the City by non-profit and public agencies in FY 2024-25. The Human Services Commission will review submitted grant applications during their regular February and March 2024 Human Services Commission meetings and make funding recommendations for the City Council to consider at a future City Council meeting.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no fiscal impacts other than staff time associated with the community outreach process. The priorities adopted by City Council will inform funding decisions made during the next Housing and Human Services Grant cycle.

COMMUNITY PILLAR

1: A Safe Community that Thrives

GOAL

8: Expand and Improve Access to Human Services

ATTACHMENTS

1. Resolution
2. Exhibit A - City of Livermore Housing and Human Services Grant Priorities FY 2024-25

Prepared by: Amy Walker
Management Analyst 1

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 APPROVING THE HOUSING AND HUMAN SERVICES GRANT PRIORITIES FOR FISCAL YEAR 2024-25

Each year, the City of Livermore ("City") brings together multiple funding sources to support capital projects and public service programs benefiting low-income Livermore households that are consistent with the City's goals and priorities as outlined in the City's FY 2020-24 Five-Year Consolidated Plan. These funding sources include federal Community Development Block Grant ("CDBG") funds and HOME Investment Partnership Program ("HOME") funds, which are leveraged with City sources, including the Social Opportunity Endowment ("SOE") Fund, Affordable Housing Trust Fund, and Social and Human Services Facility Fee Fund.

The City has traditionally allocated these federal and local funds through its Housing and Human Services Grant Program to eligible public and non-profit agencies that provide housing and social services. For FY 2023-24, the City's Housing and Human Services Grant Program is providing 15 grants to 9 public and non-profit agencies.

The City of Livermore Citizen Participation Plan requires a community outreach process and public hearing on housing and human services needs prior to each Housing and Human Services grant cycle. As part of an update to the FY 2024-25 priorities, staff sent a survey to the Human Service interest list, which includes residents who requested to receive information regarding Human Services and various local non-profit service providers and posted the survey on the City's website. Additionally, CityServe of the Tri-Valley collected surveys from their clients, and City staff attended five outreach events to collect surveys and information regarding housing and human services needs in the community.

On September 12, 2023, the Human Services Commission considered the results of the survey and recommended four funding priorities for the next Housing and Human Services Grant cycle, as set forth in the attached Exhibit A. City staff recommend the City Council adopt a resolution approving these Housing and Human Service Grant priorities for FY 2024-25. These priorities will inform how the Human Services Commission will evaluate and score all grant applications submitted to the City by non-profit and public agencies in FY 2024-25.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby approves the Housing and Human Service Grant Priorities for FY 2024-25 as recommended in the attached Exhibit A which will inform the Housing and Human Services Grant application process for the next Housing and Human Services grant cycle.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 23, 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/ Molly O'Toole
Molly O'Toole
Deputy City Attorney

Exhibit A - City of Livermore Housing and Human Services Grant Priorities FY 2024-25

CITY OF LIVERMORE CALIFORNIA

Housing and Human Services Grant Priorities

Fiscal Year 2024-25

1) Housing Services

- Affordable Housing units for low-income families, people experiencing homelessness, and seniors.
- Rental Assistance
- Housing Services to keep low-income families, people with disabilities, and seniors housed.

2) Homeless Services

- Emergency Shelter and Temporary/Transitional Housing
- Basic Needs such as showers/restrooms and storage
- Employment Services
- Supportive Services such as service navigation and counseling

3) Public Health

- Navigation of Mental Health Services and Substance Use Programs for low-income, unsheltered community members, and seniors.
- Support Services for people with disabilities, seniors, low-income families, and survivors of domestic violence.
- Medical and Dental Services

4) Safety Net Access

- Access Critical Safety Net Services for non-English speakers, people with disabilities, seniors, low-income families, and youth
- Access to and Navigation of Social Services and Government Sponsored Programs.
- Food security
- Transportation

Updated 09/12/23

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 7.1**

DATE: October 23, 2023

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution approving an amended and restated employment contract with the City Manager.

RECOMMENDED ACTION

The Evaluation Subcommittee recommends the City Council adopt a resolution approving an amended and restated employment contract with the City Manager.

SUMMARY

The City Manager's contract stipulates under Section V.A. that the City Council shall conduct an annual performance review of the City Manager and determine any modifications to the terms and conditions of employment including any salary increase, bonus, or other benefit changes.

DISCUSSION

The previous City Manager employment contract effective December 5, 2022, indicates the City Council shall review the performance of the City Manager annually and may make modifications to terms and conditions of employment, as deemed appropriate based on performance of duties. As such, the City Council met in Closed Session with the City Manager on October 9, 2023, to discuss her performance evaluation. Prior to that discussion, the City Manager, via memo to the City Council, requested modifications to terms and conditions relevant to her employment contract. At the Closed Session, the City Council discussed the City Manager's request and directed that the City Manager's draft employment contract be placed upon this agenda for City Council consideration.

Additionally, the Council directed that the City Manager's draft employment contract be placed on this agenda for City Council consideration. Council approval would amend and replace the previous contract dated November 29, 2022, with a new contract that reflects the following material changes: provide a compensation adjustment of 8.7% of which 3% is the annual cost of living adjustment (COLA) provided to the Livermore Managers Group (LMG) as required in the City Manager’s contract bringing the City Manager's annual base salary to $344,796. In addition, the contract provides for an increased contribution of $181 per pay period ($4,706 annually) to the City Manager’s deferred compensation and

a 2% one-time bonus equal to $6,895.92 that will be provided to all non-public safety City staff effective January 1, 2024

FISCAL AND ADMINISTRATIVE IMPACTS

The additional annual net salary, benefits, and one-time bonus cost $39,198, which will be paid from the General Fund. No additional appropriation is required at this time.

COMMUNITY PILLAR
5: A City that Works

GOAL
8: Attract, develop, engage, and retain a diverse and highly skilled workforce across the organization.

ATTACHMENTS

1. City Manager Employment Contract REDLINE
2. Resolution
3. Exhibit A - City Manager Employment Contract

Prepared by: Tina Olson
Administrative Services Director

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

CITY MANAGER EMPLOYMENT CONTRACT

This contract, dated October , 2023, , is made between the City of Livermore ("City"), a California municipal corporation, and Marianna Marysheva ("Employee").

RECITALS

City desires to employ the services of Employee as City Manager of the City of Livermore and to provide certain compensation and establish certain conditions of employment of the City Manager.

Employee desires to accept employment as City Manager under the conditions contained in this contract.

In consideration of the mutual covenants contained in this contract, the parties agree as follows:

I. TERM

The term of this contract shall begin on, and its effective date shall be, November 20~~December 5~~, 2023~~2~~, and shall continue indefinitely subject only to the Termination and Severance (section IV) and Resignation (section VIII) provisions of this contract. Both City and Employee understand that Employee's employment is at the will of both parties. Thus, Employee serves at the pleasure of the City Council, subject only to the Termination and Severance (section IV) and Notices (section VII) provisions contained in this contract. In a like manner, nothing in this contract shall interfere with the right of Employee to resign at any time subject to the Resignation (section VIII) and Notices (section VII) provisions of this contract.

II. DUTIES

City agrees to employ Employee as City Manager to perform the duties specified in Livermore Municipal Code section 2.08, as well as other duties assigned by the City Council which reasonably relate to the position of City Manager.

Employee agrees to remain in the exclusive employment of City except that City acknowledges that Employee may engage in other professional activities (including teaching, writing, and the like) so long as these activities do not interfere or conflict with Employee's duties as City Manager.

III. COMPENSATION

A. Salary. City agrees to pay Employee a salary of $344,796~~305,000~~ per year, payable at the same time as other City employees are paid. The~~Beginning December 5, 2022, the~~ Employee salary will be automatically adjusted annually for cost of living (COLA) at the same rate granted to~~by~~ the City to the Livermore Management Group (LMG). LMG received a 3% COLA in 2023. The 3% annual COLA is included in the $344,796 salary. In addition, the City agrees to pay to Employee a onetime bonus in the amount of $6,896, which is equivalent to 2% the Employee's annual salary, in January 2024

at the same time that the City pays a 2% bonus to the City's regular non-public safety employees.

~~A.~~

B. ~~B.~~ Benefits. Employee shall be entitled to receive the same benefits as are provided for all City Department Heads. Employee shall also receive: 80 hours vacation leave when the contract commences and shall thereafter accrue vacation leave in an amount that is equivalent to City Department Heads with 20+ years of experience. Employee shall also receive 128 hours of administrative leave and shall thereafter receive administrative leave in an amount that is equivalent to City Department Heads at the same time and in the same manner that administrative leave is provided to City Department Heads. Employee also shall receive the following.

1. A car allowance of $550 per month.

2. A City contribution of $366~~185~~ per pay period into a City-recognized deferred compensation program provided to City Department Heads with a required matching employee contribution of $75 per pay period.

3. Vacation cash-out – Employee shall be eligible to cash out any amount of accrued vacation leave each year and any portion of which may be applied to deferred compensation.

4. Retirement health savings benefit – Employee is eligible for the retirement health savings benefit, with the City contributing 4% of Employee's annual base pay into the Employee's account~~.~~

IV. TERMINATION AND SEVERANCE

A. City may terminate, without cause, the employment of Employee by providing written notice of such termination to Employee in a manner set forth in the Notice (section VII) provisions of contract.

B. In the event of such termination without cause as set forth in Section IV, while Employee is willing and able to perform the duties of City Manager, City shall pay Employee's salary and benefits (in the amounts as of the date of termination) for a period of 12 months from the date of termination. This provision shall not apply if termination is for cause. For the purpose of this contract, termination for cause shall mean that Employee is terminated for:

1. willful misconduct;
2. abuse of drugs or alcohol which materially affects the performance of his duties;
3. repeated and protracted unexcused absences from the City Manager's office;
4. conviction of any felony;
5. conviction of a misdemeanor involving moral turpitude;
6. acceptance of employment from another source inconsistent with this contract; or
7. any material breach of this contract.

V. PERFORMANCE EVALUATION

A. Each October, the City Council shall review Employee's performance to determine, among other things, entitlement to any salary increase (such as merit) or whether to award any one-time special merit award, or bonus, for the accomplishment of the City Council's specific goals, or for exceptional results or performance above the expected fulfillment of Employee's job obligations.

B. Each year as a part of the Employee's evaluation process, Employee and City Council shall meet to discuss establishing performance objectives for Employee. These performance objectives, in combination with any adopted Council goals for the operational period, shall become the bases for Employee's subsequent performance review.

VI. PROFESSIONAL DEVELOPMENT

City acknowledges its mutual interest in the continuing professional development of Employee. Thus, City agrees to allow and pay all expenses associated with membership fees as well as employment-related conferences, including meals, subscriptions, and professional development costs associated with professional organizations, such as the International City Management Association, the League of California Cities, and the California City Managers Association. This may include activities such as serving as an officer or board member of such organizations. Professional development activities will not distract Employee from her~~is~~ other duties as City Manager.

VII. NOTICES

The notices pursuant to this contract shall be by certified registered mail return receipt requested addressed as follows:

A. City:

City Council
City of Livermore
1052 South Livermore Avenue
Livermore, California 94550

B. Employee:

Marianna Marysheva
City Manager
City of Livermore
1052 South Livermore Avenue
Livermore, California 94550

VIII. RESIGNATION

Employee may resign, retire, or terminate without cause, this contract by providing written notice of such event to City in a manner set forth in Notices section (section VII) of this contract. Employee shall provide the written notice at least 60 days in advance of such event. During the period following notice and until the date of resignation, retirement, or termination of this contract becomes effective, all rights and obligations of City and Employee under this contract will remain

in effect. Upon separation, Employee will be paid for all benefits earned and accrued, including unused leave, in the same manner as City Department Heads upon separation.

IX. GENERAL PROVISIONS

A. This written contract shall constitute the entire contract between the parties, and they have drafted it jointly. No representations, except for those herein, have been made or relied upon.

B. This contract shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. If any provisions or any portion thereof contained in this of contract is held invalid by a court of competent jurisdiction the remainder of this contract shall be deemed severable and shall not be affected and shall remain in full force and effect.

D. This contract may be modified or extended only upon the written consent of City and Employee.

E. Employee will provide the City at least 60 days written notice of the effective date of his resignation or retirement.

F. It is recognized that the position of City Manager is an executive management position which often requires more than a conventional forty-hour week to provide the desired level of professional service. It is further recognized that to properly fulfill her~~is~~ duties and responsibilities, Employee will devote a considerable amount of time outside normal office hours to the business of the City. Therefore, Employee will not be required to maintain a strict forty (40) hour-per-week on-site presence at City Hall and may occasionally be absent from City Hall during normal business hours as is reasonable and appropriate. This flexibility in work schedule shall not be abused. In this regard, Employee is required to maintain a regular on-site presence during normal business hours that is sufficient to properly administer and oversee the activities of the City and its employees, to provide accessibility to City Council members, Department Heads, citizens, and other persons or firms who have business with the City and to generally ensure that the City functions appropriately on a day-to-day basis. Excessive absences during regular business hours will be a matter of concern to the City. Employee is expected to be available at all times, except for the time taken on personal matters, such as vacations. City expects Employee to make prudent and reasonable arrangements for such personal time off, such as reasonable notice and arrangements, for example, for acting City Managers.

It is one of the duties of the City Manager of the City of Livermore to implement, support, and articulate the policies and objectives of the Livermore City Council and to serve as the primary administrative official of the City. As such, Employee is expected to maintain a reasonably high level of community involvement, and should become an active participant in community activities including those conducted or sponsored by City and its departments and those conducted or sponsored by various community organizations.

G. City and Employee agree to fully comply with AB 1344 that became effective on January 1, 2012, and to fully comply with all other applicable law as it exists on the date of this contract. In that regard, the following Government Code sections are hereby incorporated into this contract:

Section 53243 *Reimbursement of paid leave salary required upon conviction of crime involving office or position*

Section 53243.1 *Reimbursement of legal criminal defense upon conviction of crime involving office or position*

Section 53243.2 *Reimbursement of cash settlement upon conviction of crime involving office or position*

Section 53243.3 *Reimbursement of noncontractual payments upon conviction or crime involving office or position*~~,~~

Section 53243.4 *"Abuse of office or position" defined*, and

Section 53244 *Forfeiture of rights to pension or retirement benefits by local public officer upon conviction of felony for conduct arising out of, or in the performance of, official duties*.

H. Employee understands and agrees that the term of her employment is governed only by this contract and that no right of regular employment for any specific term is created by this contract. Employee further understands that she acquires no property interest in her employment by virtue of this contract, that the employment is "at will" as defined by the laws of the State of California (meaning that she can be terminated at any time for any reason or for no reason), and that she is not entitled to any pre- or post-deprivation administrative hearing or other due process upon termination or any disciplinary action, except those specifically set forth in Government Code section 54957(b)(2).

In witness whereof, City has caused this contract to be signed on its behalf by its Mayor, and duly attested by its City Clerk. Employee has signed this document on or before the date written above.

ATTEST:	CITY:
Marie Weber City Clerk	John Marchand~~Bob Woerner~~ Mayor
APPROVED AS TO FORM:	EMPLOYEE:
Jason Alcala City Attorney	Marianna Marysheva City Manager

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING THE 2023 AMENDMENT TO THE EMPLOYMENT CONTRACT WITH THE CITY MANAGER

On November 29, 2022, the City Council entered into an employment contract with City Manager, Marianna Marysheva. Pursuant to the employment contract, the City Council conducted the City Manager's annual performance evaluation on October 9, 2023, and evaluated modifications to terms and conditions of employment presented by the City Manager after the performance evaluation.

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

1. Approves modifications to the terms and conditions of the employment contract for the City Manager, effective November 20, 2023, as described more fully in the 2023 Amendment to the City Manager Employment Contract, attached hereto as Exhibit A; and

2. Authorizes the Mayor, on behalf of the City of Livermore, to execute the 2023 Amendment to the City Manager Employment Contract.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 23, 2023, by the following vote:

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

ATTEST:

_____
Marie Weber
Deputy City Manager/City Clerk

APPROVED AS TO FORM:

/s/ Jason R. Alcala
Jason R. Alcala
City Attorney

Exhibit A – City Manager Employment Contract

DocuSign Envelope ID: 73926E74-C2B7-427A-ACC9-51BD58732F4D

CITY MANAGER EMPLOYMENT CONTRACT

This contract, dated October ___, 2023, is made between the City of Livermore ("City"), a California municipal corporation, and Marianna Marysheva ("Employee").

RECITALS

City desires to employ the services of Employee as City Manager of the City of Livermore and to provide certain compensation and establish certain conditions of employment of the City Manager.

Employee desires to accept employment as City Manager under the conditions contained in this contract.

In consideration of the mutual covenants contained in this contract, the parties agree as follows:

I. TERM

The term of this contract shall begin on, and its effective date shall be, November 20, 2023, and shall continue indefinitely subject only to the Termination and Severance (section IV) and Resignation (section VIII) provisions of this contract. Both City and Employee understand that Employee's employment is at the will of both parties. Thus, Employee serves at the pleasure of the City Council, subject only to the Termination and Severance (section IV) and Notices (section VII) provisions contained in this contract. In a like manner, nothing in this contract shall interfere with the right of Employee to resign at any time subject to the Resignation (section VIII) and Notices (section VII) provisions of this contract.

II. DUTIES

City agrees to employ Employee as City Manager to perform the duties specified in Livermore Municipal Code section 2.08, as well as other duties assigned by the City Council which reasonably relate to the position of City Manager.

Employee agrees to remain in the exclusive employment of City except that City acknowledges that Employee may engage in other professional activities (including teaching, writing, and the like) so long as these activities do not interfere or conflict with Employee's duties as City Manager.

III. COMPENSATION

A. Salary. City agrees to pay Employee a salary of $344,796 per year, payable at the same time as other City employees are paid. The Employee salary will be automatically adjusted annually for cost of living (COLA) at the same rate granted to the City to the Livermore Management Group (LMG). LMG received a 3% COLA in 2023. The 3% annual COLA is included in the $344,796 salary. In addition, the City agrees to pay to Employee a onetime bonus in the amount of $6,896, which is equivalent to 2% the Employee's annual salary, in January 2024 at the same time that the City pays a 2% bonus to the City's regular non-public safety employees.

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B. Benefits. Employee shall be entitled to receive the same benefits as are provided for all City Department Heads. Employee shall also receive: 80 hours vacation leave when the contract commences and shall thereafter accrue vacation leave in an amount that is equivalent to City Department Heads with 20+ years of experience. Employee shall also receive 128 hours of administrative leave and shall thereafter receive administrative leave in an amount that is equivalent to City Department Heads at the same time and in the same manner that administrative leave is provided to City Department Heads. Employee also shall receive the following.

1. A car allowance of $550 per month.

2. A City contribution of $366 per pay period into a City-recognized deferred compensation program provided to City Department Heads with a required matching employee contribution of $75 per pay period.

3. Vacation cash-out – Employee shall be eligible to cash out any amount of accrued vacation leave each year and any portion of which may be applied to deferred compensation.

4. Retirement health savings benefit – Employee is eligible for the retirement health savings benefit, with the City contributing 4% of Employee's annual base pay into the Employee's account

IV. TERMINATION AND SEVERANCE

A. City may terminate, without cause, the employment of Employee by providing written notice of such termination to Employee in a manner set forth in the Notice (section VII) provisions of contract.

B. In the event of such termination without cause as set forth in Section IV, while Employee is willing and able to perform the duties of City Manager, City shall pay Employee's salary and benefits (in the amounts as of the date of termination) for a period of 12 months from the date of termination. This provision shall not apply if termination is for cause. For the purpose of this contract, termination for cause shall mean that Employee is terminated for:

1. willful misconduct;
2. abuse of drugs or alcohol which materially affects the performance of his duties;
3. repeated and protracted unexcused absences from the City Manager's office;
4. conviction of any felony;
5. conviction of a misdemeanor involving moral turpitude;
6. acceptance of employment from another source inconsistent with this contract; or
7. any material breach of this contract.

V. PERFORMANCE EVALUATION

A. Each October, the City Council shall review Employee's performance to determine, among other things, entitlement to any salary increase (such as merit) or whether to award any one-time special merit award, or bonus, for the accomplishment of the City Council's specific

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goals, or for exceptional results or performance above the expected fulfillment of Employee's job obligations.

B. Each year as a part of the Employee's evaluation process, Employee and City Council shall meet to discuss establishing performance objectives for Employee. These performance objectives, in combination with any adopted Council goals for the operational period, shall become the bases for Employee's subsequent performance review.

VI. PROFESSIONAL DEVELOPMENT

City acknowledges its mutual interest in the continuing professional development of Employee. Thus, City agrees to allow and pay all expenses associated with membership fees as well as employment-related conferences, including meals, subscriptions, and professional development costs associated with professional organizations, such as the International City Management Association, the League of California Cities, and the California City Managers Association. This may include activities such as serving as an officer or board member of such organizations. Professional development activities will not distract Employee from her other duties as City Manager.

VII. NOTICES

The notices pursuant to this contract shall be by certified registered mail return receipt requested addressed as follows:

A. City:

City Council
City of Livermore
1052 South Livermore Avenue
Livermore, California 94550

B. Employee:

Marianna Marysheva
City Manager
City of Livermore
1052 South Livermore Avenue
Livermore, California 94550

VIII. RESIGNATION

Employee may resign, retire, or terminate without cause, this contract by providing written notice of such event to City in a manner set forth in Notices section (section VII) of this contract. Employee shall provide the written notice at least 60 days in advance of such event. During the period following notice and until the date of resignation, retirement, or termination of this contract becomes effective, all rights and obligations of City and Employee under this contract will remain in effect. Upon separation, Employee will be paid for all benefits earned and accrued, including unused leave, in the same manner as City Department Heads upon separation.

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IX. GENERAL PROVISIONS

A. This written contract shall constitute the entire contract between the parties, and they have drafted it jointly. No representations, except for those herein, have been made or relied upon.

B. This contract shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. If any provisions or any portion thereof contained in this of contract is held invalid by a court of competent jurisdiction the remainder of this contract shall be deemed severable and shall not be affected and shall remain in full force and effect.

D. This contract may be modified or extended only upon the written consent of City and Employee.

E. Employee will provide the City at least 60 days written notice of the effective date of his resignation or retirement.

F. It is recognized that the position of City Manager is an executive management position which often requires more than a conventional forty-hour week to provide the desired level of professional service. It is further recognized that to properly fulfill her duties and responsibilities, Employee will devote a considerable amount of time outside normal office hours to the business of the City. Therefore, Employee will not be required to maintain a strict forty (40) hour-per-week on-site presence at City Hall and may occasionally be absent from City Hall during normal business hours as is reasonable and appropriate. This flexibility in work schedule shall not be abused. In this regard, Employee is required to maintain a regular on-site presence during normal business hours that is sufficient to properly administer and oversee the activities of the City and its employees, to provide accessibility to City Council members, Department Heads, citizens, and other persons or firms who have business with the City and to generally ensure that the City functions appropriately on a day-to-day basis. Excessive absences during regular business hours will be a matter of concern to the City. Employee is expected to be available at all times, except for the time taken on personal matters, such as vacations. City expects Employee to make prudent and reasonable arrangements for such personal time off, such as reasonable notice and arrangements, for example, for acting City Managers.

It is one of the duties of the City Manager of the City of Livermore to implement, support, and articulate the policies and objectives of the Livermore City Council and to serve as the primary administrative official of the City. As such, Employee is expected to maintain a reasonably high level of community involvement, and should become an active participant in community activities including those conducted or sponsored by City and its departments and those conducted or sponsored by various community organizations.

G. City and Employee agree to fully comply with AB 1344 that became effective on January 1, 2012, and to fully comply with all other applicable law as it exists on the date of this contract. In that regard, the following Government Code sections are hereby incorporated into this contract:

Section 53243 *Reimbursement of paid leave salary required upon conviction of crime involving office or position*

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Section 53243.1 *Reimbursement of legal criminal defense upon conviction of crime involving office or position*

Section 53243.2 *Reimbursement of cash settlement upon conviction of crime involving office or position*

Section 53243.3 *Reimbursement of noncontractual payments upon conviction or crime involving office or position*

Section 53243.4 *"Abuse of office or position" defined*, and

Section 53244 *Forfeiture of rights to pension or retirement benefits by local public officer upon conviction of felony for conduct arising out of, or in the performance of, official duties*.

H. Employee understands and agrees that the term of her employment is governed only by this contract and that no right of regular employment for any specific term is created by this contract. Employee further understands that she acquires no property interest in her employment by virtue of this contract, that the employment is "at will" as defined by the laws of the State of California (meaning that she can be terminated at any time for any reason or for no reason), and that she is not entitled to any pre- or post-deprivation administrative hearing or other due process upon termination or any disciplinary action, except those specifically set forth in Government Code section 54957(b)(2).

In witness whereof, City has caused this contract to be signed on its behalf by its Mayor, and duly attested by its City Clerk. Employee has signed this document on or before the date written above.

ATTEST:

Marie Weber
City Clerk

CITY:

John Marchand
Mayor

APPROVED AS TO FORM:

DocuSigned by:
Jason Alcala
B8A061794DA0458...
Jason Alcala
City Attorney

EMPLOYEE:

DocuSigned by:
Marianna Marysheva
67FF33A39740458...
Marianna Marysheva
City Manager

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT ITEM NO. 7.2

DATE: October 23, 2023

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution approving an amended and restated employment contract with the City Attorney.

RECOMMENDED ACTION

The Evaluation Subcommittee recommends the City Council adopt a resolution approving an amended and restated employment contract with the City Attorney.

SUMMARY

The City Attorney's contract stipulates under Section V.A. that the City Council shall conduct an annual performance review of the City Attorney and determine any modifications to the terms and conditions of employment including any salary increase, bonus, or other benefit changes.

DISCUSSION

The previous City Attorney's employment contract effective November 29, 2022, indicates the City Council shall review the performance of the City Attorney annually and may make modifications to terms and conditions of employment as deemed appropriate based on performance of duties. As such, the City Council met in Closed Session with the City Attorney on October 9, 2023 to discuss his performance evaluation. Prior to that discussion, the City Attorney, via memo to the City Council, requested modifications to terms and conditions relevant to his employment contract. At the Closed Session, the City Council discussed the City Attorney's request and directed that the City Attorney's draft employment contract be placed upon this agenda for City Council consideration. Council approval would amend and replace the previous contract dated November 29, 2022, with a new contract that reflects the following material changes; (1) provide a compensation adjustment of 6% bringing the City Attorney's annual base salary to $307,580, (2) provide a one-time bonus equal to 2% of the City Attorney's salary effective January 1, 2024 of $6,152 and (3) increase the City’s contribution by $150 a month from $965 to $1,115 a month into a City deferred compensation program to the extent that such contribution is matched by employee's contribution. The financial terms of the new contract will be effective November 20, 2023.

FISCAL AND ADMINISTRATIVE IMPACTS

The additional net annual salary, benefits, and merit bonus of approximately $27,800 will be paid from the General Fund. No additional appropriation is required at this time.

COMMUNITY PILLAR

5: A City that Works

GOAL

8: Attract, develop, engage, and retain a diverse and highly skilled workforce across the organization.

ATTACHMENTS

1. City Attorney Employment Contract REDLINE
2. Resolution
3. Exhibit A - City Attorney Employment Contract

Prepared by: Tina Olson
Administrative Services Director

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

CITY ATTORNEY EMPLOYMENT CONTRACT

(Amended and Restated October , 2023~~November 29, 2022~~)

This contract, dated October , 2023 ~~November 29, 2022~~, is made between the City of Livermore ("City") a California municipal corporation, and Jason R. Alcala ("Employee"), and upon its effective date amends and replaces the previous employment contract between these parties dated November 29, 2022 ~~December 17, 2021~~.

RECITALS

City desires to employ the services of Employee as City Attorney of the City of Livermore and to provide certain compensation and establish certain conditions of employment of the City Attorney.

Employee desires to accept employment as City Attorney under the conditions contained in this contract.

In consideration of the mutual covenants contained in this contract, the parties agree as follows:

I. TERM

The term of this contract shall begin on, and its effective date shall be, November 20, 2023~~December 5, 2022~~, and shall continue indefinitely subject only to the Termination and Severance (section IV) and Resignation (section VIII) provisions of this contract. Both City and Employee understand that Employee's employment is at the will of both parties. Thus, Employee serves at the pleasure of the City Council, subject only to the Termination and Severance (section IV) and Notices (section VII) provisions contained in this contract. In a like manner, nothing in this contract shall interfere with the right of Employee to resign at any time subject to the Resignation (section VIII) and Notices (section VII) provisions of this contract.

II. DUTIES

City agrees to employ Employee as City Attorney to perform the duties specified in Livermore Municipal Code Chapter 2.12 and the laws of the State of California, as well as other duties assigned by the City Council, which reasonably relate to the position of City Attorney.

Employee agrees to remain in the exclusive employment of City except that City acknowledges that Employee may engage in other professional activities (including teaching, writing, legal representation of family members in matters unrelated to the City of Livermore, and the like) so long as these activities do not interfere or conflict with Employee's duties as City Attorney.

III. COMPENSATION

A. Salary. City agrees to pay Employee a salary of $307,580~~$290,170.00~~ per year, payable at the same time as other City employees are paid. In addition, the City agrees to pay to

Employee a onetime bonus in the amount of $6,152, which is equivalent to 2% the Employee's annual salary, in January 2024 at the same time that the City pays a 2% bonus to members of the City's regular non-public safety employees.

B. Benefits. Employee shall be entitled to receive the same benefits as are provided for all City Department Heads. Employee shall also maintain the earned benefits, such as sick leave and vacation leave, that Employee has accumulated in his employment previously for the City. Additionally, Employee shall receive:

(1) A car allowance of $400 per month.

(2) City contribution of $850/month ~~$700/month~~ into a City deferred compensation program to the extent that such contribution is matched by Employee's contribution. This contribution is in addition to the City's contribution of $265/month into a City deferred compensation program provided to City Department Heads to the extent that the Employee contributes $162.50 per month. The total City deferred compensation contribution would equal $1,115/month ~~$965/month~~ and the total Employee deferred compensation contribution would equal $1,012.50/month~~$862.50/month~~.

(3) Retiree health reimbursement benefit – The City Council acknowledges that, prior to promotion to City Attorney, Employee was eligible to receive this benefit upon retirement and the purpose of this section to preserve Employee's previously earned eligibility for this benefit. Employee shall be eligible upon retirement for a retiree health reimbursement benefit up to a cap of $1,950 per month.

IV. TERMINATION AND SEVERANCE

A. City may terminate, without cause, this contract and the employment of Employee by providing written notice of such termination to Employee in a manner set forth in the Notices (section VII) provisions of this contract.

B. If the City Council acts in a manner such that the California Rules of Professional Conduct of lawyers require Employee to withdraw from representing the City of Livermore, then that mandatory withdrawal will be treated as a termination without cause for the purposes of this contract. The California Rules of Professional Conduct of lawyers are adopted by the Board of Trustees of the State Bar of California and approved by the California Supreme Court to protect the public, the courts, the legal profession, and the integrity of the legal system. Examples of City Council actions that require mandatory withdrawal are set forth in Rule of Professional Conduct 1.16(a)(1) and include scenarios where a client brings an action, conducts a defense, asserts a position in litigation, or takes an appeal, without probable cause and for the purpose of harassing or maliciously injuring any person. Other scenarios include situations where a client persists in instructing the lawyer to act contrary to professional ethics or the law. If there is a disagreement whether the City Council's conduct warrants the Employee's mandatory or permissive withdrawal, the question will be presented to ~~a~~ either the State Bar of California, or to a court of competent jurisdiction, to evaluate and determine whether that conduct requires the Employee's mandatory withdrawal, which determination shall then be applied for the purpose of implementing this section in the contract.

C. In the event of such termination without cause as set forth in this Section IV, while

Employee is willing and able to perform the duties of City Attorney, City shall pay Employee's salary and benefits (in the amounts as of the date of termination) for a period of 12 months from the date of termination subject to, and such payment shall be interpreted to comply with, the limitations set forth in California Government Code Sections 53260 and 53261. This provision shall not apply if termination is for cause. For the purpose of this contract, termination for cause shall mean that Employee is terminated for:

(1) willful misconduct;
(2) abuse of drugs or alcohol which materially affects the performance of his duties;
(3) repeated and protracted unexcused absences from the City Attorney's office;
(4) conviction of any felony;
(5) conviction of a misdemeanor involving moral turpitude;
(6) acceptance of employment from another source inconsistent with this contract; or
(7) any material breach of this contract.

V. PERFORMANCE EVALUATION

A. Each October, the City Council shall review Employee's performance to determine, among other things, entitlement to any salary increase (including merit and/or cost of living) or whether to award any one-time special merit award, or bonus, for the accomplishment of the City Council's specific goals, or for exceptional results or performance above the expected fulfillment of Employee's job obligations.

B. Each year as part of the Employee's evaluation process, Employee and City Council shall meet to discuss establishing performance objectives for Employee. Evaluations shall be primarily based upon the mutually developed and agreed upon performance goals and objectives for that year's evaluation as well as upon the performance of the full range of duties required of Employee as the City Attorney by the laws of the State of California, the Livermore Municipal Code, and the Council goals and policies. The City Council and Employee shall also assess the quality and effectiveness of their working relationship. After reviewing Employee's performance based upon the agreed upon goals and objectives, the City Council shall notify City Attorney in writing whether the City Attorney has performed, in the Council's judgment, satisfactorily or unsatisfactorily.

C. Merit Increases. City may increase the Employee's base salary and/or other benefits in an amount and to the extent as the City may determine that is desirable to do so on the basis of an annual performance evaluation and salary review. In addition, a lump-sum merit payment may be awarded in the City Council's sole judgment and discretion if it finds that the Employee's job performance exemplifies excellence in a unique program or activity having a significant positive impact on City operations or the community, but such award shall not be added to the Employee's salary.

VI. PROFESSIONAL DEVELOPMENT

City acknowledges its mutual interest in the continuing professional development of Employee. Thus, City agrees to allow and pay all expenses associated with membership fees as well as employment-related conferences, including meals, subscriptions, and professional development costs associated with professional organizations, such as the California Bar Association, the League of California Cities, the Bay Area City Attorney's Association, the Contra Costa City and

County Attorney's Association, and the East Alameda County Bar Association. This may include activities such as serving as an officer or board member of such organizations. Professional development activities will not distract Employee from his other duties as City Attorney.

VII. NOTICES

The notices pursuant to this contract shall be by certified registered mail return receipt requested addressed as follows:

A. City:

City Council
City of Livermore
1052 South Livermore Avenue
Livermore, California 94550

B. Employee:

Jason R. Alcala
City Attorney
City of Livermore
1052 South Livermore Avenue
Livermore, California 94550

VIII. RESIGNATION

Employee may resign, retire, or terminate, without cause, this contract by providing written notice of such event to City in a manner set forth in the Notices (section VII) section of this contract. Employee shall provide the written notice at least 60 days in advance of such event. During the period following notice and until the date the resignation, retirement, or termination of this contract becomes effective, all rights and obligations of City and Employee under this contract will remain in effect. Upon separation, Employee will be paid for all benefits and earned, accrued, and unused leave in the same manner as City Department Heads upon separation.

IX. GENERAL PROVISIONS

A. This written contract shall constitute the entire agreement between the parties, and they have drafted it jointly. No representations, except for those herein, have been made or relied upon.

B. This contract shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. If any provisions or any portion thereof contained in this contract is held invalid by a court of competent jurisdiction, the remainder of this contract shall be deemed severable and shall not be affected and shall remain in full force and effect.

D. This contract may be modified or extended only upon the written consent of City and Employee.

E. Employee will provide the City at least 60 days written notice of the effective date of his resignation or retirement.

F. It is recognized that the position of City Attorney is an executive management position which often requires more than a conventional 40 hour-per-week to provide the desired level of professional service. It is further recognized that to properly fulfill his duties and responsibilities, Employee will devote a considerable amount of time outside normal office hours to the business of the City. Therefore, Employee will not be required to maintain a strict 40 hour-per-week on-site presence at City Hall, and may occasionally be absent from City Hall during normal business hours as is reasonable and appropriate. This flexibility in work schedule shall not be abused. In this regard, Employee is required to maintain a regular on-site presence during normal business hours that is sufficient to properly administer and oversee the activities of the City Attorney's office and its employees, to provide accessibility to City Council members, Department Heads, citizens, and other persons or firms who have business with the City and to generally ensure that the City Attorney's office functions appropriately on a day-to-day basis. Excessive absences during regular business hours will be a matter of concern to the City. Employee is expected to be available at all times, except for the time taken on personal matters, such as vacations. City expects Employee to make prudent and reasonable arrangements for such personal time off, such as reasonable notice and arrangements, for example, for acting City Attorneys.

It is one of the duties of the City Attorney of the City of Livermore to serve as the primary legal advisor to the City for the implementation, support, and articulation of the City Council's policies and objectives. As such, Employee is expected to maintain a reasonably high level of community involvement, and should become an active participant in community activities including those conducted or sponsored by City and its departments and those conducted or sponsored by various community organizations.

G. City and Employee agree to fully comply with AB 1344 that became effective on January 1, 2012, and to fully comply with other applicable law as it exists on the date of this contract. In that regard, the following Government Code Sections are hereby incorporated into this contract:

Section 53243 *Reimbursement of paid leave salary required upon conviction of crime involving office or position*

Section 53243.1 *Reimbursement of legal criminal defense upon conviction of crime involving office or position*

Section 53243.2 *Reimbursement of cash settlement upon conviction of crime involving office or position*

Section 53243.3 *Reimbursement of noncontractual payments upon conviction or crime involving office or position*~~,~~

Section 53243.4 *"Abuse of office or position" defined*, and

Section 53244 *Forfeiture of rights to pension or retirement benefits by local public officer upon conviction of felony for conduct arising out of, or in the performance of, official duties*.

H. Employee understands and agrees that the term of his employment is governed only by this contract and that no right of regular employment for any specific term is created by this contract. Employee further understands that he acquires no property interest in his employment by virtue of this contract, and that the employment is "at will" as defined in the laws of the State of California (meaning that ~~s~~he can be terminated at any time for any reason or for no reason), and that ~~s~~he is not entitled to any pre- or post-deprivation administrative hearing or other due process upon termination or any disciplinary action, except those specifically set forth in Government Code section 54957(b)(2).

In witness whereof, City has caused this contract to be signed on its behalf by its Mayor, and duly attested by its City Clerk, Employee has signed this document on or before the date written above.

ATTEST:	CITY:
_____ Marie Weber City Clerk	_____ John Marchand Mayor
APPROVED AS TO FORM	EMPLOYEE:
_____ Kimberly Cilley Senior Assistant City Attorney	_____ Jason R. Alcala City Attorney

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING AN AMENDED AND RESTATED EMPLOYMENT CONTRACT WITH THE CITY ATTORNEY

On November 29, 2022, the City Council entered an employment contract with City Attorney, Jason Alcala. Pursuant to the employment contract, the City Council conducted the City Attorney's annual performance evaluation on October 9, 2023, and evaluated modifications to terms and conditions of employment presented by the City Attorney subsequent to the performance evaluation.

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

1. Approves modifications to the terms and conditions of the employment contract for the City Attorney, effective November 20, 2023, as described more fully in the Amended and Restated City Attorney Employment Contract, attached hereto as Exhibit A; and

2. Authorizes the Mayor, on behalf of the City of Livermore, to execute the Amended and Restated City Attorney Employment Contract.

On motion of Council Member_____, seconded by Council Member _____the foregoing resolution was passed and adopted on October 23, 2023, by the following vote:

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

ATTEST:

_____
Marie Weber
Deputy City Manager/City Clerk

APPROVED AS TO FORM:

/s/ Kimberly Cilley
Kimberly Cilley
Senior Assistant City Attorney

Exhibit A – City Attorney Employment Contract

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CITY ATTORNEY EMPLOYMENT CONTRACT
(Amended and Restated October __, 2023)

This contract, dated October __, 2023, is made between the City of Livermore ("City") a California municipal corporation, and Jason R. Alcala ("Employee"), and upon its effective date amends and replaces the previous employment contract between these parties dated November 29, 2022.

RECITALS

City desires to employ the services of Employee as City Attorney of the City of Livermore and to provide certain compensation and establish certain conditions of employment of the City Attorney.

Employee desires to accept employment as City Attorney under the conditions contained in this contract.

In consideration of the mutual covenants contained in this contract, the parties agree as follows:

I. TERM

The term of this contract shall begin on, and its effective date shall be, November 20, 2023, and shall continue indefinitely subject only to the Termination and Severance (section IV) and Resignation (section VIII) provisions of this contract. Both City and Employee understand that Employee's employment is at the will of both parties. Thus, Employee serves at the pleasure of the City Council, subject only to the Termination and Severance (section IV) and Notices (section VII) provisions contained in this contract. In a like manner, nothing in this contract shall interfere with the right of Employee to resign at any time subject to the Resignation (section VIII) and Notices (section VII) provisions of this contract.

II. DUTIES

City agrees to employ Employee as City Attorney to perform the duties specified in Livermore Municipal Code Chapter 2.12 and the laws of the State of California, as well as other duties assigned by the City Council, which reasonably relate to the position of City Attorney.

Employee agrees to remain in the exclusive employment of City except that City acknowledges that Employee may engage in other professional activities (including teaching, writing, legal representation of family members in matters unrelated to the City of Livermore, and the like) so long as these activities do not interfere or conflict with Employee's duties as City Attorney.

III. COMPENSATION

A. Salary. City agrees to pay Employee a salary of $307,580per year, payable at the same time as other City employees are paid. In addition, the City agrees to pay to Employee a

onetime bonus in the amount of $6,152, which is equivalent to 2% the Employee's annual salary, in January 2024 at the same time that the City pays a 2% bonus to members of the City's regular non-public safety employees.

B. Benefits. Employee shall be entitled to receive the same benefits as are provided for all City Department Heads. Employee shall also maintain the earned benefits, such as sick leave and vacation leave, that Employee has accumulated in his employment previously for the City. Additionally, Employee shall receive:

(1) A car allowance of $400 per month.

(2) City contribution of $850/month into a City deferred compensation program to the extent that such contribution is matched by Employee's contribution. This contribution is in addition to the City's contribution of $265/month into a City deferred compensation program provided to City Department Heads to the extent that the Employee contributes $162.50 per month. The total City deferred compensation contribution would equal $1,115/month and the total Employee deferred compensation contribution would equal $1,012.50/month.

(3) Retiree health reimbursement benefit – The City Council acknowledges that, prior to promotion to City Attorney, Employee was eligible to receive this benefit upon retirement and the purpose of this section to preserve Employee's previously earned eligibility for this benefit. Employee shall be eligible upon retirement for a retiree health reimbursement benefit up to a cap of $1,950 per month.

IV. TERMINATION AND SEVERANCE

A. City may terminate, without cause, this contract and the employment of Employee by providing written notice of such termination to Employee in a manner set forth in the Notices (section VII) provisions of this contract.

B. If the City Council acts in a manner such that the California Rules of Professional Conduct of lawyers require Employee to withdraw from representing the City of Livermore, then that mandatory withdrawal will be treated as a termination without cause for the purposes of this contract. The California Rules of Professional Conduct of lawyers are adopted by the Board of Trustees of the State Bar of California and approved by the California Supreme Court to protect the public, the courts, the legal profession, and the integrity of the legal system. Examples of City Council actions that require mandatory withdrawal are set forth in Rule of Professional Conduct 1.16(a)(1) and include scenarios where a client brings an action, conducts a defense, asserts a position in litigation, or takes an appeal, without probable cause and for the purpose of harassing or maliciously injuring any person. Other scenarios include situations where a client persists in instructing the lawyer to act contrary to professional ethics or the law. If there is a disagreement whether the City Council's conduct warrants the Employee's mandatory or permissive withdrawal, the question will be presented to either the State Bar of California, or to a court of competent jurisdiction, to evaluate and determine whether that conduct requires the Employee's mandatory withdrawal, which determination shall then be applied for the purpose of implementing this section in the contract.

C. In the event of such termination without cause as set forth in this Section IV, while Employee is willing and able to perform the duties of City Attorney, City shall pay Employee's

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salary and benefits (in the amounts as of the date of termination) for a period of 12 months from the date of termination subject to, and such payment shall be interpreted to comply with, the limitations set forth in California Government Code Sections 53260 and 53261. This provision shall not apply if termination is for cause. For the purpose of this contract, termination for cause shall mean that Employee is terminated for:

(1) willful misconduct;
(2) abuse of drugs or alcohol which materially affects the performance of his duties;
(3) repeated and protracted unexcused absences from the City Attorney's office;
(4) conviction of any felony;
(5) conviction of a misdemeanor involving moral turpitude;
(6) acceptance of employment from another source inconsistent with this contract; or
(7) any material breach of this contract.

V. PERFORMANCE EVALUATION

A. Each October, the City Council shall review Employee's performance to determine, among other things, entitlement to any salary increase (including merit and/or cost of living) or whether to award any one-time special merit award, or bonus, for the accomplishment of the City Council's specific goals, or for exceptional results or performance above the expected fulfillment of Employee's job obligations.

B. Each year as part of the Employee's evaluation process, Employee and City Council shall meet to discuss establishing performance objectives for Employee. Evaluations shall be primarily based upon the mutually developed and agreed upon performance goals and objectives for that year's evaluation as well as upon the performance of the full range of duties required of Employee as the City Attorney by the laws of the State of California, the Livermore Municipal Code, and the Council goals and policies. The City Council and Employee shall also assess the quality and effectiveness of their working relationship. After reviewing Employee's performance based upon the agreed upon goals and objectives, the City Council shall notify City Attorney in writing whether the City Attorney has performed, in the Council's judgment, satisfactorily or unsatisfactorily.

C. Merit Increases. City may increase the Employee's base salary and/or other benefits in an amount and to the extent as the City may determine that is desirable to do so on the basis of an annual performance evaluation and salary review. In addition, a lump-sum merit payment may be awarded in the City Council's sole judgment and discretion if it finds that the Employee's job performance exemplifies excellence in a unique program or activity having a significant positive impact on City operations or the community, but such award shall not be added to the Employee's salary.

VI. PROFESSIONAL DEVELOPMENT

City acknowledges its mutual interest in the continuing professional development of Employee. Thus, City agrees to allow and pay all expenses associated with membership fees as well as employment-related conferences, including meals, subscriptions, and professional development costs associated with professional organizations, such as the California Bar Association, the League of California Cities, the Bay Area City Attorney's Association, the Contra Costa City and County Attorney's Association, and the East Alameda County Bar Association. This may include

activities such as serving as an officer or board member of such organizations. Professional development activities will not distract Employee from his other duties as City Attorney.

VII. NOTICES

The notices pursuant to this contract shall be by certified registered mail return receipt requested addressed as follows:

A. City:

City Council
City of Livermore
1052 South Livermore Avenue
Livermore, California 94550

B. Employee:

Jason R. Alcala
City Attorney
City of Livermore
1052 South Livermore Avenue
Livermore, California 94550

VIII. RESIGNATION

Employee may resign, retire, or terminate, without cause, this contract by providing written notice of such event to City in a manner set forth in the Notices (section VII) section of this contract. Employee shall provide the written notice at least 60 days in advance of such event. During the period following notice and until the date the resignation, retirement, or termination of this contract becomes effective, all rights and obligations of City and Employee under this contract will remain in effect. Upon separation, Employee will be paid for all benefits and earned, accrued, and unused leave in the same manner as City Department Heads upon separation.

IX. GENERAL PROVISIONS

A. This written contract shall constitute the entire agreement between the parties, and they have drafted it jointly. No representations, except for those herein, have been made or relied upon.

B. This contract shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. If any provisions or any portion thereof contained in this contract is held invalid by a court of competent jurisdiction, the remainder of this contract shall be deemed severable and shall not be affected and shall remain in full force and effect.

D. This contract may be modified or extended only upon the written consent of City and Employee.

E. Employee will provide the City at least 60 days written notice of the effective date

of his resignation or retirement.

F. It is recognized that the position of City Attorney is an executive management position which often requires more than a conventional 40 hour-per-week to provide the desired level of professional service. It is further recognized that to properly fulfill his duties and responsibilities, Employee will devote a considerable amount of time outside normal office hours to the business of the City. Therefore, Employee will not be required to maintain a strict 40 hour-per-week on-site presence at City Hall, and may occasionally be absent from City Hall during normal business hours as is reasonable and appropriate. This flexibility in work schedule shall not be abused. In this regard, Employee is required to maintain a regular on-site presence during normal business hours that is sufficient to properly administer and oversee the activities of the City Attorney's office and its employees, to provide accessibility to City Council members, Department Heads, citizens, and other persons or firms who have business with the City and to generally ensure that the City Attorney's office functions appropriately on a day-to-day basis. Excessive absences during regular business hours will be a matter of concern to the City. Employee is expected to be available at all times, except for the time taken on personal matters, such as vacations. City expects Employee to make prudent and reasonable arrangements for such personal time off, such as reasonable notice and arrangements, for example, for acting City Attorneys.

It is one of the duties of the City Attorney of the City of Livermore to serve as the primary legal advisor to the City for the implementation, support, and articulation of the City Council's policies and objectives. As such, Employee is expected to maintain a reasonably high level of community involvement, and should become an active participant in community activities including those conducted or sponsored by City and its departments and those conducted or sponsored by various community organizations.

G. City and Employee agree to fully comply with AB 1344 that became effective on January 1, 2012, and to fully comply with other applicable law as it exists on the date of this contract. In that regard, the following Government Code Sections are hereby incorporated into this contract:

Section 53243 *Reimbursement of paid leave salary required upon conviction of crime involving office or position*

Section 53243.1 *Reimbursement of legal criminal defense upon conviction of crime involving office or position*

Section 53243.2 *Reimbursement of cash settlement upon conviction of crime involving office or position*

Section 53243.3 *Reimbursement of noncontractual payments upon conviction or crime involving office or position*

Section 53243.4 *"Abuse of office or position" defined*, and

Section 53244 *Forfeiture of rights to pension or retirement benefits by local public officer upon conviction of felony for conduct arising out of, or in the performance of, official duties*.

H. Employee understands and agrees that the term of his employment is governed

only by this contract and that no right of regular employment for any specific term is created by this contract. Employee further understands that he acquires no property interest in his employment by virtue of this contract, and that the employment is "at will" as defined in the laws of the State of California (meaning that he can be terminated at any time for any reason or for no reason), and that he is not entitled to any pre- or post-deprivation administrative hearing or other due process upon termination or any disciplinary action, except those specifically set forth in Government Code section 54957(b)(2).

In witness whereof, City has caused this contract to be signed on its behalf by its Mayor, and duly attested by its City Clerk, Employee has signed this document on or before the date written above.

ATTEST:

Marie Weber
City Clerk

CITY:

John Marchand
Mayor

APPROVED AS TO FORM

DocuSigned by:
Kimberly Cilley
6F91ED97FD5BA51...
Kimberly Cilley
Senior Assistant City Attorney

EMPLOYEE:

DocuSigned by:
Jason Alcala
B8A061794DAD458...
Jason R. Alcala
City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 10.1**

DATE: October 23, 2023

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Supplemental materials.

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.

3.1	Livermore Human Services Commission Annual Update presented by Jon Orellana, Chair, Livermore Human Services Commission. Material: PowerPoint Presentation
6.1	Hearing to consider the Housing and Human Services needs and Housing and Human Services Grant Priorities for Fiscal Year 2024-25. Material: PowerPoint Presentation
7.1	Resolution approving an amended and restated employment contract with the City Manager. Material: PowerPoint Presentation
7.2	Resolution approving an amended and restated employment contract with the City Attorney. Material: 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
Assistant City Clerk

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director



Human Services Commission

Annual Update

October 23, 2023

Presented by Chairperson Jon Orellana

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Duties and Responsibilities

1. Serve as the primary advisory body to the City Council on social conditions in the community, particularly for those residents who are of low and moderate income.

2. Advise the City Council of social needs within the community that will affect the delivery of human services and unaddressed needs.

3. Advise the City Council regarding expenditure of funding from the US Department of Housing and Urban Development (HUD). This will include but is not limited to entitlements received within the Community Development Block Grant (CDBG) Program and the HOME Investment Partnership Program (HOME).

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Housing and Human Services Grant Priorities

1) **Public Health**
   - Navigation Mental Health and Substance Use Programs for low-income, unsheltered community members, and seniors
   - Support Services for people with disabilities, seniors, low-income families, and survivors of domestic violence
   - Medical and Dental Services

2) **Housing**
   - Affordable housing units for low-income families, people with disabilities, people experiencing homelessness, and seniors
   - Rental Assistance
   - Housing Services to keep low-income families, people with disabilities, and seniors housed

3) **Homelessness**
   - Emergency Shelter and Temporary/Transitional Housing
   - Basic Needs such as showers/restrooms and storage
   - Employment Services
   - Supportive Services such as services navigation and counseling

4) **Safety Net Access**
   - Access Critical Safety Net Services for non-English speakers, people with disabilities, seniors, low-income families, and youth
   - Access and Navigation to Social Services and Government Sponsored Programs
   - Food Security
   - Transportation

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FY 2023-2024 Grant Recommendations

Total Recommendation by Funding Source	Amount
Community Development Block Grant (CDBG)	$ 404,865
Prior Year(s) Community Block Grant (CDBG)	400,000
Social Opportunity Endowment (SOE)	25,875
HOME Investment Partnership (HOME)	148,123
Affordable Housing In-Lieu Funds	209,000
General Fund	78,951
Total	$1,266,814

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Challenges & Opportunities

1) **CDBG Funding**
   - Unpredictability of CDBG funding for Local Governments
   - Non indication of future HUD allocation formula reduction
   - Only 15% of the annual allocation can be used for Public Services.

2) **Social Opportunity Endowment (SOE)**
   - Created in 2006 to fund public services
   - Allocated up to $80,000 per year through the grants process for Public Services
   - The fund is fully depleted, but exploring opportunities to replenish the funds

3) **Funding and Community Engagement Opportunities**
   - Engage our federal, state, and county partners to advocate for additional resources
   - Continue public outreach to determine Human Services priorities and goals

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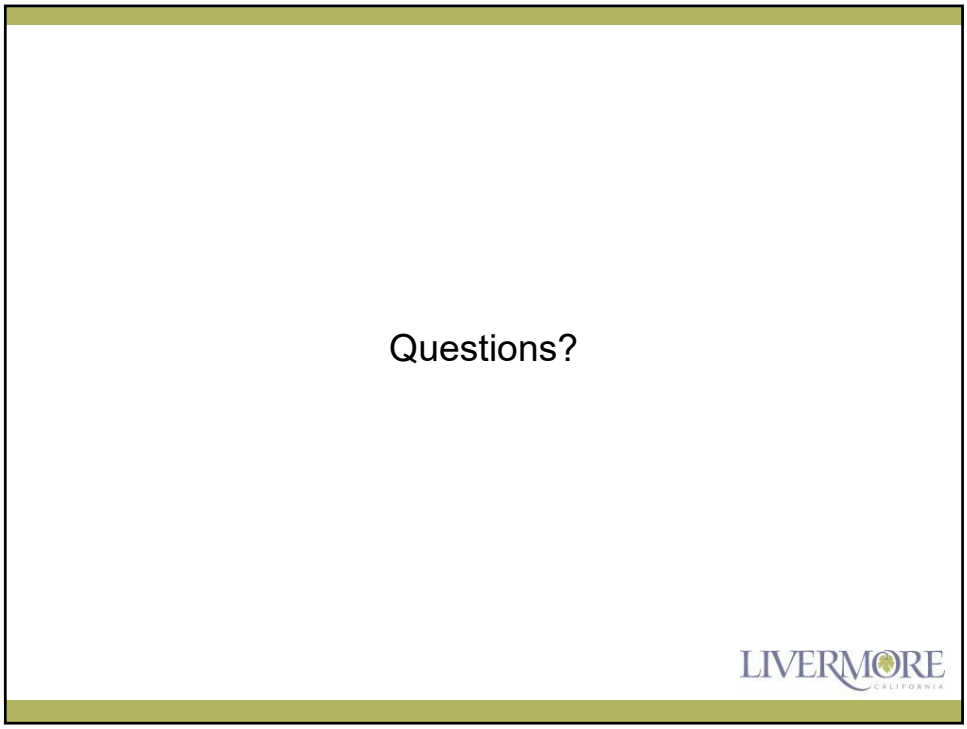
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Human Services Commission Highlights

- The Commission heard presentations from 7 agencies, with 8 new grant applications
- Commissioners reviewed and scored 21 grant applications
- Recommended funding for 15 projects from 9 agencies totaling $1,060,757
- Sent a questionnaire to the Community and Service Providers soliciting feedback on the current grant priorities
- Hosted several of our non-profit partners and Livermore Police Department's Homeless Liaison Officers to discuss current service trends
- Livermore will host a Joint Human Services Commission Meeting on November 14 to discuss the final stages of the Eastern Alameda County Human Services Needs Assessment

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Housing and Human Services Grant Program Priorities Fiscal Year (FY) 2024-25

Public Hearing

October 23, 2023

Presented by Amy Walker, Human Services Management Analyst I

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Federal Grant Requirements

- The City is an entitlement recipient of Community Development Block Grant (CDBG) funds from the federal Department of Housing and Urban Development (HUD)
- HUD defines the process by which community needs are identified and resources are allocated
- The City is required to conduct a public hearing and solicit input from community members about pressing housing and human services needs prior to each grant cycle.

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Needs Outreach

- In July 2023, City Staff sent a survey to the Human Service Interest list and posted the survey to the City's website to solicit input regarding the current needs in the Community
- City Staff attended 5 outreach events to collect surveys and information
- CityServe of the Tri-Valley collected surveys from their clients at the Multi-Service Center.
- All responses and comments were shared with the Human Services Commission



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Housing & Human Services Grant Priorities for FY 2024-25

1. Housing Services

- Affordable Housing units for low-income families, people experiencing homelessness, and seniors
- Rental Assistance
- Housing Services to keep low-income families, people with disabilities, and seniors housed

2. Homeless Services

- Emergency Shelter and Temporary/Transitional Housing
- Basic Needs such as showers/restrooms and storage
- Employment Services
- Supportive Services such as service navigation and counseling

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Housing & Human Services Grant Priorities for FY 2024-25

3. Public Health

- Navigation of Mental Health Services and Substance Use Programs for low-income, unsheltered community members, and seniors
- Support Services for people with disabilities, seniors, low-income families, and survivors of domestic violence
- Medical and Dental Services

4. Safety Net Access

- Access Critical Safety Net Services for non-English speakers, people with disabilities, seniors, low-income families, and youth
- Access to and Navigation of Social Services and Government Sponsored Programs
- Food security
- Transportation

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Recommendation

The Human Services Commission and staff recommend the City Council:

- Adopt a Resolution approving the Housing and Human Services Grant Priorities for FY 2024-25

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City Manager And City Attorney Contract Amendments

October 23, 2023

Tina Olson, Administrative Services Director

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1

City Manager's Contract Amendment

- City Council conducted a performance evaluation on October 9th
- The Evaluation Subcommittee recommends the following adjustments:
  - ❖ 3% COLA
    - ✓ consistent with LMG and Department heads
  - ❖ 5.7% Merit Increase & $181 per pay period increased deferred compensation contribution
    - ✓ maintains minimum 10% pay differential to subordinates and maintains total compensation within 5% of comparable cities
  - ❖ 2% one-time bonus
    - ✓ provided to all non-sworn staff

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2

City Manager's Contract Amendment

Effective Dates:

- Salary and deferred compensation increases - November 20, 2023
- 2% one-time bonus - January 1, 2024

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3

Questions?

LIVERMORE CALIFORNIA

4

City Attorney's Contract Amendment

- City Council conducted a performance evaluation on October 9th
- The Evaluation Subcommittee recommends the following adjustments:
  - ❖ 3% COLA
    - ✓ consistent with LMG and Department heads
  - ❖ 3% Merit Increase & $69.23 per pay period increased deferred compensation contribution
    - ✓ maintains total compensation within 5% of comparable cities
  - ❖ 2% one-time bonus
    - ✓ provided to all non-sworn staff

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City Attorney's Contract Amendment

Effective Dates:

- Salary and deferred compensation increases - November 20, 2023
- 2% one-time bonus - January 1, 2024

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Questions?

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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	10/9/2023	Alameda County Airport Commission	Commission Meeting	Approved the industrial compatibility determination at the Oaks Business Park for the sites SMP 39 and 40 (Surface Mining Permits 39, 40) for manufacturing and light industrial uses. This is in the Airport Influence Area (AIA).
Mayor Marchand	10/10/2023	Livermore Valley Joint Unified School District	Roundtable and tour	Heard a presentation and toured the new Wellness Center at Livermore High School.
Mayor Marchand	10/11/2023	City of Livermore	Recognition	Attended the Annual Employee Appreciation luncheon.
Mayor Marchand	10/11/2023	Valley Link	Board meeting	Heard updated and approved the $25 M in State Transit and InterCity Rail Capital Program Funds (TIRCP) to Valley Link.
Mayor Marchand	10/11/2023	Alameda County Mayors Conference	Business meeting and presentation.	Approved appointments to regional agencies and heard an update from the Bay Conservation and Development Commission on sea level rise adaptation.
Mayor Marchand	10/12/2023	Livermore Chamber of Commerce	Ribbon-cutting	Attended the ribbon-cutting for Custom Labels which makes innovative labels for wine bottles and other products you recognize every day.
Mayor Marchand	10/14/2023	City of Livermore	ArtWalk	Participated in the set-up, break-down and the event itself which highlighted our vibrant local arts community.
Mayor Marchand	10/16/2023	Alameda County Transportation Commission Planning, Policy and Legislation Committee.	Meeting	Heard an update on legislative activities, approved the Congestion Management Plan and a communications RFQ.
Mayor Marchand	10/18/2023	City of Livermore	Retirement	Presented a proclamation recognizing Brian Harris's 36-year career with the City of Livermore.
Mayor Marchand	10/18/2023	Livermore Chamber of Commerce	Business Mixer and Ribbon-cutting	Presented a Certificate of Welcome to Legacy Real Estate and Associates. (No relation to the Legacy Partners downtown apartment development.)
Mayor Marchand	10/23/2023	Livermore Amador Valley Transportation Authority (LAVTA) Projects and Services Committee	Committee	Updates on Wheels in Motion Outreach and Autonomous Vehicle Project

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	10/23/2023	Livermore Amador Valley Transportation Authority (LAVTA)	Projects and services committee	
Council Member Branning	10/21/2023	Livermore Valley Vintners Collective	Winemakers Dinner	
Council Member Branning	10/19/2023	CalCities	East Bay Division Meeting	CalPERS update
Council Member Branning	10/17/2023	Livermore Downtown Inc.	Board Meeting	General Plan Update
Council Member Branning	10/18/2023	Livermore Chamber of Commerce	Monthly Mixer	

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)
Council Member Carling	10/11/2023	City of Livermore	Employee Recognition Luncheon
Council Member Carling	10/12/2023	StopWaste	Board Meeting