CITY COUNCIL
AGENDA
MONDAY, SEPTEMBER 14, 2026

****REVISED TO PUBLISH ITEM 6.14,**
UPDATED ORDINANCES FOR ITEMS 6.16, 6.17, 6.18
AND THE STAFF REPORT FOR ITEM 6.20 **

REGULAR HYBRID MEETING – 7:00 PM

LIBRARY SUMMER LEARNING AWARDS - 6:00 P.M.

CLOSED SESSION - 6:40 P.M.

IN PERSON PARTICIPATION
CIVIC CENTER MEETING HALL
DR. JOHN SHIRLEY COUNCIL CHAMBER
1016 S. LIVERMORE AVENUE

TELECONFERENCE PARTICIPATION
ZOOM WEBINAR:
https://us02web.zoom.us/j/81349579645
Zoom dial in phone number: +1 669 900 6833
Meeting ID: 813 4957 9645
LATEST VERSION OF ZOOM RECOMMMENDED

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

CABLE CHANNEL VIEWING
TV29: Comcast TV Channel 29
tv29live.org

John P Marchand, Mayor
Kristie Wang, Vice Mayor
Ben Barrientos, Council Member
Evan Branning, Council Member
Steven Dunbar, Council Member

How to Participate in a City Council Meeting

GENERAL RULES

Council meetings are **hybrid** — the public may join **in person** or **remotely** (Zoom or telephone). Meetings may also be viewed without commenting on the City's YouTube channel and TV29 (Comcast Channel 29).

Agenda availability	Agenda & staff reports are posted 72+ hrs before regular meetings at LivermoreCA.gov/agenda; also available at the Civic Center Library and City Clerk's Office.
Non-agenda items	State law prohibits the City Council from taking action on any items not listed on the agenda.
Speaker Limits	Up to **3 minutes per item** (Presiding Officer may reduce time if needed). **One comment per item per speaker.**
Accessibility	In compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, the City does not discriminate on the basis of disability. To request an accommodation, contact the ADA Coordinator at least 3 business days prior to the meeting at ADACoordinator@LivermoreCA.gov or (925) 960-4170 (voice) / (925) 960-4104 (TDD).
Translation	Public may post their own agenda translation at City Hall, 1052 S. Livermore Ave. Members of the public wishing to receive translation or interpretation services from a third party during a meeting, please contact CityClerk@LivermoreCA.gov or visit the City's webpage at LivermoreCA.gov/agenda.

PUBLIC COMMENT

Public comment may be offered during **Open Forum** (any matter within the City's subject matter jurisdiction), **Consent Calendar**, **Public Hearings**, and **Matters for Consideration**.

For **Open Forum**, in-person speakers will collectively have the opportunity to address the City Council for up to 30 minutes. Any additional in-person speakers who wish to speak at the conclusion of the 30-minute time period, or any speakers participating remotely, will have the opportunity to address the City Council at the end of the meeting.

For **Consent Calendar, Public Hearings, and Matters for Consideration**, in-person speakers will be called upon first, followed by speakers participating remotely.

In Person	Remotely by Zoom	Remotely by Telephone
• Complete a speaker card (available in the Civic Center Meeting Hall lobby) • Write the agenda item number & submit to the City Clerk before that item's comment period closes (may not submit on behalf of another speaker) • When the Clerk calls your name, approach the podium and speak into the microphone	• Join via the Zoom link, Meeting ID, and dial-in number on the agenda cover page • When your item begins, use the “raise hand” feature • Wait to be called on, then unmute and speak • Use an updated Zoom app —outdated versions may block commenting (zoom.us/download)	• Call the Zoom dial-in number on the agenda and enter the Meeting ID • When your item begins, press *9 to raise your virtual hand • Wait to be called on; press *6 to unmute and speak when recognized

Written Public Comment Submitted Before the Meeting

Written comments submitted before the meeting are provided to the Council and made available to the public in advance. These comments are not read aloud into the record.

By Email	Send to CityClerk@LivermoreCA.gov. Must be received by **12:00 p.m. (noon) on the day of the meeting** to be provided to City Council and posted on the City's website prior to the meeting.
By eComment	Submit online via the eComment link on the City Council Meeting Calendar & Agendas page. Comments may be up to **1,000 characters**; accepted until **4:00 p.m. on the day of the meeting**. Viewable by Council and the public immediately upon submittal.
Materials to Distribute at Meeting	In person: bring **8 copies** to the City Clerk with your speaker card. By Zoom: identify the material in your comment and email it to the City Clerk at CityClerk@LivermoreCA.gov by the end of the meeting. Materials received after **12:00 p.m.** will be included in the supplemental packet.

WRITTEN COMMENT SUBMITTED AFTER THE AGENDA IS POSTED (SUPPLEMENTAL MATERIAL)

- Supplemental material distributed to the City Council after the posting of the agenda will be available for public review at the City Clerk's Office, 1052 S. Livermore Avenue, Livermore and included in the agenda packet on the City's website at LivermoreCA.gov/agenda on the day of the meeting.
- Comments received after the email (noon) or eComment (4:00 p.m.) deadlines on meeting day are treated as supplemental material and, if received before the meeting concludes, are provided to the City Council following the meeting.

SUMMER LEARNING AWARDS - 6:00 PM

1. CLOSED SESSION

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

Note: This Closed Session may 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)(2) because there is significant exposure to litigation against the City based on existing facts and circumstances. One potential case.

Facts and circumstances: Receipt of right-to-sue letters from the Equal Employment Opportunity Commission (EEOC) and the California Civil Rights Department (CRD) concerning an employment related claim against the City. Copies of the right to sue letters are attached for public inspection. Government Code section 54956.9(e)(3).

Attachments:

1. EEOC and CRD Right to Sue

1.2 Conference with Real Property Negotiators. To meet with Andy Ross, Principal Planner, Brandon Cardwell, Economic Development Director, and Brent Smith, Community Development Director, the City's negotiators, pursuant to Government Code Section 54956.8, regarding the potential acquisition of real property including, the following Assessor Parcel Nos. identified as: 099A-1610-001-09, 099A-2300-004-04, 099A-2300-004-06, 099A-2310-003-01, 099A-2310-004-00, 099A-2310-005-01, 099A-2310-005-02. The acquisition is intended to be part of the City's Open Space Conservation Program, which works with willing property owners to acquire land for open space, habitat and watershed protection, and non-motorized passive recreational opportunities. The City's negotiators may negotiate with Matthew Ford, Esq., Danniel Sachau, and Karl Wente, Chief Operating Officer and Board Member of Wente Bros. (dba Wente Family Vineyards/Wente Family Estates), Vice President and Vice Chairman of the Board of Wente Land & Cattle Company, and Operating Manager for Sachau LLC. The instructions to the City's negotiators will concern price and terms of payment.

2. CALL TO ORDER

ROLL CALL

Council Member Ben Barrientos
Council Member Evan Branning
Council Member Steven Dunbar
Vice Mayor Kristie Wang
Mayor John Marchand

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Recognition of Granada Little League Members for their 2026 Intermediate (50/70) Little League U.S. Championship victory.

Recommendation:
Staff recommend the City Council recognize and congratulate the Granada Little League for their 2026 Intermediate (50/70) Little League U.S. Championship victory.
Staff Report
Attachments:
3.1 Granada Little League Certificates

4. ADVISORY BODY APPOINTMENTS - NONE

5. OPEN FORUM

In conformance with the Brown Act, no City Council action can occur on items presented during Open Forum.

6. CONSENT CALENDAR

Consent Calendar items are considered routine and are acted upon by the City Council with a single action.

6.1 Approval of draft minutes - June 8, 2026 Regular Meeting.

Recommendation:
Staff recommends the City Council approve the draft minutes.
Staff Report
Attachments:
DRAFT 2026-06-08

6.2 Resolution authorizing the acceptance for permanent maintenance, release of security, and execution of Notice of Completion for the Water Reclamation Plant (WRP) UV Treatment System Replacement Project WW202128.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the acceptance for permanent maintenance, release of security, and authorizing the City Manager to sign the Notice of Completion for the Water Reclamation Plant (WRP) UV Treatment System Replacement Project WW202128.
Staff Report
Attachments:
1. Location Map
2. Resolution
3. Exhibit A - Notice of Completion

6.3 Resolution authorizing execution of a first amendment to the professional services agreement with Carollo Engineers, Inc., for additional design services for Water Reclamation Plant (WRP) Digester Heating Loop Replacement Project WW202315, increasing the not-to-exceed agreement amount from $1,783,054 to $2,147,281.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a first amendment to the professional services agreement with Carollo Engineers, Inc., increasing the not-to-exceed contract amount from $1,783,054 to $2,147,281 to add design services for Digester Building safety improvements as part of the WRP Digester Heating Loop Replacement Project WW202315.

Staff Report

Attachments:

1. Site Plan
2. Resolution
3. Exhibit A - First Amendment to Agreement with Carollo Engineers, Inc.

6.4 Resolution approving an exception to the Livermore Municipal Code bidding requirements and authorizing sole sourcing of a specific Fonroche brand of streetlights equipment for the construction of Street Lighting Projects, including Project TC202518, through December 31, 2031.

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

1. Approving, per the recommendation of the 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 City Engineer has determined that the supplies and equipment are unique and available from a sole source;
2. Authorizing sole sourcing of the Fonroche Lighting America specific brand of equipment and instruments for the construction of the Street Lighting Project, including TC202518, through December 31, 2031; 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. Location Map
2. Streetlight Exhibit
3. Resolution

6.5 Resolution authorizing execution of agreements for constructability review, construction management, and inspection services with Kitchell/CEM, Inc., in an amount not-to-exceed $3,200,000, for the Fire Station 6 Building Improvements Project PS202215, with a term ending December 31, 2030; and Griffin Structures, in an amount not-to-exceed $555,000, for the Police Building Renovations Project PS202316 and as-needed construction inspection services for other Capital Improvement Projects, with a term ending December 31, 2028

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the City Manager to execute agreements for constructability review and construction management and inspection services with Kitchell/CEM, Inc., in an amount not-to-exceed $3,200,000, for the Fire Station 6 Building

Improvements Project PS202215, with a term ending December 31, 2030; and Griffin Structures, in an amount not-to-exceed $555,000, for the Police Building Renovations Project PS202316 and as-needed construction inspection services for other Capital Improvement Projects, with a term ending December 31, 2028.

Staff Report

Attachments:

1. Resolution
2. Exhibit A - Kitchell/CEM, Inc. Agreement
3. Exhibit B - Griffin Structures Agreement

6.6 Resolution authorizing filing an application for Alameda County Transportation Commission administered funding of $2,775,000 for the East Avenue Corridor Active Transportation Plan Implementation Project TB202222 via the 2028 Comprehensive Investment Plan and committing any necessary matching funds and stating assurances to complete the project.

Recommendation:

Staff recommends the City Council adopt a resolution authorizing filing an application for Alameda County Transportation Commission administered funding of $2,775,000 for the East Avenue Corridor Active Transportation Plan Implementation Project TB202222 via the 2028 Comprehensive Investment Plan and committing any necessary matching funds and stating assurances to complete the project.

Staff Report

Attachments:

1. Project Map
2. Resolution

6.7 Resolution authorizing filing an application for Alameda County Transportation Commission administered funding of $3,188,000 for the Isabel Pedestrian Bridge and Trail Project TB202618 via the 2028 Comprehensive Investment Plan and committing any necessary matching funds and stating assurances to complete the project.

Recommendation:

Staff recommends the City Council adopt a resolution authorizing filing an application for Alameda County Transportation Commission administered funding of $3,188,000 for the Isabel Pedestrian Bridge and Trail Project TB202618 via 2028 Comprehensive Investment Plan and committing any necessary matching funds and stating assurances to complete the project.

Staff Report

Attachments:

1. Project Map
2. Resolution

6.8 Resolution authorizing filing an application for Alameda County Transportation Commission administered funding of $4,566,000 for the Citywide Traffic Signal Upgrade and Interactive Dashboard Project TC202020 via the 2028 Comprehensive Investment Plan and committing any necessary matching funds and stating assurances to complete the project.

Recommendation:

Staff recommends the City Council adopt a resolution authorizing the filing of an application for Alameda County Transportation Commission administered funding of $4,566,000 for the Citywide Traffic Signal Upgrade and Interactive Dashboard Project TC202020 via the 2028 Comprehensive Investment Plan and committing any necessary matching funds and stating assurances to complete the project.

Staff Report

Attachments:

1. Project Location Map
2. Resolution

6.9 Resolution to declare a portion of 7.6 acres of City-owned real property, commonly known as Hagemann Park, as exempt surplus land under the Surplus Land Act.

Recommendation:

Staff recommends the City Council adopt a resolution to declare approximately 3,124 square feet of City-owned property, referred to as a portion of Assessor's Parcel Number (APN) 099-0189-001, as exempt surplus land under the Surplus Land Act because it qualifies for the "small surplus land parcels" exemption established in Section 54221(f)(1)(B) of the Act and Section 103(c)(3) of the Guidelines; and direct the Innovation and Economic Development Department Director, or his designee, to provide a copy of this resolution to HCD at least thirty (30) days prior to the disposition of a portion of the City owned property.

Staff Report

Attachments:

1. Location Map
2. Resolution
3. Exhibit A - Property
4. Exhibit B - Premises

6.10 Resolution authorizing the execution of a charging station lease agreement with IONNA LLC (IONNA) for the installation and operation of electric vehicle charging stations on a portion of real property located at 1082 East Stanley Boulevard and finding the project exempt from the California Environmental Quality Act.

Recommendation:

Staff recommends that the City Council adopt a resolution:

(1) Finding that issuance of the Lease and the installation, maintenance, and operation of electric vehicle chargers and ancillary items are exempt from the California Environmental Quality Act pursuant to CEQA Guidelines sections 15301, 15303, and 15061(b)(3);

(2) Authorizing the execution of the Lease with IONNA LLC;

(3) Designating the City Manager, or her designee, to administer the Lease and to consent to anything requiring City approval; and

(4) Authorizing the City Manager, or her designee, to take all necessary and appropriate actions to carry out the purpose and intent of the resolution, including making non-substantive changes to the Lease to facilitate recording with the Alameda County Clerk Recorder's Office.

Staff Report

Attachments:

1. Location Map
2. Resolution

3. Exhibit A - Lease Agreement

6.11 Resolution authorizing execution of a three-year agreement with IC Systems, Inc. for Accounts Receivable Collection Services ending June 30, 2029 in an amount not-to-exceed $1,000,000.

Recommendation:
Staff recommends the City Council adopt a resolution approving a three-year contract with IC Systems, Inc. to provide accounts receivable collection services for City departments, in an amount not to exceed $1,000,000, and authorizing the City Manager to execute the agreement and any necessary amendments.

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

6.12 Resolution authorizing the City Manager to enter into a second amendment to the Livermore-Pleasanton Fire Department Joint Powers Authority agreement for legal services with Stoel Rives LLP for work related to the San Francisco Bay Regional Water Quality Control Board's PFAS investigation of various LPFD facilities in an amount not to exceed $1,000,000.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the City Manager, or her designee, to execute a Second Amendment to the agreement with Stoel Rives LLP for work related to the San Francisco Bay Regional Water Quality Control Board's investigation of PFAS at Livermore-Pleasanton Fire Department (LPFD) facilities, increasing the agreement by $600,000 for a total not-to-exceed amount of $1,000,000.
Staff Report
Attachments:
1. Resolution
2. Stoel Rives - Amendment

6.13 Resolution authorizing the execution of an agreement with Monarch Technologies, Inc for business license and tobacco retail license services in an amount not to exceed $460,000, plus up to $1,000,000 for all accounts in the aggregate for discovery and audit services.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an agreement with Monarch Technologies, Inc (Monarch) for business license and tobacco retail license services in an amount not-to-exceed $460,000 for administration services and up to $1,000,000 in the aggregate for all accounts for discovery and audit services, limited to $250,000 per account, for a term of three years with two one-year renewal options.
Staff Report
Attachments:
1. Resolution
2. Exhibit A - Professional Services Agreement with Monarch Technologies, Inc.

6.14 Resolution authorizing a five-year Professional Services Agreement with CBRE, Inc. for on-call real estate and economic development consulting services, in an amount not to exceed

$500,000.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a five-year Professional Services Agreement (Agreement) with CBRE, Inc. for on-call real estate and economic development consulting services in an amount not to exceed $500,000.
Staff Report
Attachments:
1. Resolution
2. Exhibit A - Agreement

6.15 Resolution authorizing the execution of a first amendment to the lease with the United States of America for the Livermore Municipal Airport Air Traffic Control Tower site to extend the term through September 30, 2045, update the description of the leased premises, and make other minor modifications.

Recommendation:
Staff recommends the City Council adopt a resolution:
1. Authorizing the execution of a first amendment to the lease with the United States of America for the Livermore Municipal Airport Air Traffic Control Tower site to extend the term through September 30, 2045, update the description of the leased premises, and make other minor modifications;
2. Directing the recording of the first amendment or, alternatively, authorizing the execution and recording of a memorandum of lease; and
3. Authorizing the City Manager, or her designee, to take all actions necessary and appropriate to carry out the purpose and intent of the resolution, including making non-substantive changes to the first amendment to facilitate recording.

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

6.16 An Ordinance adopting Development Code Amendment 26-001 Amending the Zoning District Map of the City of Livermore to conform with the General Plan 2045.

Recommendation:
Planning Commission and staff recommend the City Council adopt an Ordinance amending the Zoning Map.

Staff Report
Attachments:
1. Ordinance
2. Exhibit A - PC Reso 13-26 General Plan Zoning Map
3. Exhibit B - Proposed Zoning Map

6.17 Adoption of an Ordinance approving Development Agreement (DA) 24-004 with Adventus for the Las Colinas Road Property.

Recommendation:
The Planning Commission and staff recommend the City Council adopt an Ordinance approving Development Agreement 24-004 to establish a framework and secure vested rights for a future residential project on approximately 50 developable acres within a 122-acre property at 3658 Las Colinas Road (Assessor Parcel Number 902-8-1). The Development Agreement does not propose or authorize a specific development project or physical development, and future implementation actions would be subject to subsequent approvals.
Staff Report
Attachments:
1. Ordinance
2. Exhibit A - PC Resolution 16-26 Development Agreement
3. Exhibit B - Development Agreement 24-004

6.18 Adoption of an Ordinance authorizing the First Amendment to Development Agreement 08-002 (Agreement) with McGrath RentCorp (DAA 26-002).

Recommendation:
The Planning Commission and Staff recommend the City Council adopt an Ordinance authorizing the City Manager to execute the First Amendment to Development Agreement 08-002 with McGrath RentCorp (DAA 26-002).
Staff Report
Attachments:
1. Ordinance
2. Exhibit A - Planning Commission Resolution
3. Exhibit B - Development Agreement Amendment Text

6.19 Resolution authorizing the execution of an agreement with ROK Technologies, LLC for managed cloud services supporting AWS-hosted ArcGIS Enterprise environment and related software services for three years in an amount not-to-exceed $245,304.

Recommendation:
Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute an agreement with ROK Technologies, LLC to provide managed cloud services for the City's AWS-hosted ArcGIS Enterprise environment and related services in an amount not-to-exceed $245,304 for a period of three years.
Staff Report
Attachments:
1. Resolution
2. Exhibit A - Agreement

6.20 Resolution authorizing the City Manager, or her designee, to execute a Grant Agreement with the Federal Aviation Administration (FAA) accepting $729,660 to update the Airport Layout Plan with Narrative Report and appropriate the necessary funds to complete the project.

Recommendation:
Staff recommends the City Council adopt a resolution to:

1. Authorize the City Manager, or designee, to accept and execute the Federal Aviation Administration Airport Infrastructure Grant Agreement No. 3-06-0123-036-2026 and accept $729,660 in grant funds;
2. Appropriate $729,660 in FAA grant funds to Capital Improvement Project AR202720 for the Airport Layout Plan Update with Narrative Report;
3. Appropriate $76,806 from the Livermore Municipal Airport Enterprise Fund to Capital Improvement Project AR202720 to satisfy the required local match and provide for additional funding for project budget flexibility;
4. Authorize the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including making minor changes to the grant funding documents.

Staff Report

Attachments:

1. FAA Application - Airport Layout Plan
2. FAA Amended Application - Airport Layout Plan
3. City CIP Project Sheet
4. Resolution
5. Exhibit A - FAA Grant Agreement

6.21 Resolution authorizing the City Manager to execute a Grant Agreement with the Federal Aviation Administration (FAA) accepting $301,550 to update the Electric Master Utility Plan (Utility Plan) and appropriate the necessary funds to complete the project.

Recommendation:

Staff recommends the City Council adopt a resolution to:

1. Authorize the City Manager, or designee, to accept and execute the FAA Airport Infrastructure Grant Agreement, in substantial conformance with the sample grant agreement;
2. Appropriate $301,550 in FAA grant funds to Capital Improvement Project AR202720 for the Electric Master Utility Plan;
3. Appropriate $30,874 from the Livermore Municipal Airport Enterprise Fund to Capital Improvement Project AR202720 to satisfy the required local match and provide for additional project budget flexibility; and,
4. Authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including making minor changes to the grant funding documents.

Staff Report

Attachments:

1. FAA Application - Electric Master Utility Plan
2. Amended Application - Electric Master Utility Plan
3. City CIP Project Sheet
4. Resolution
5. Exhibit A - Sample Grant Agreement

6.22 Resolution authorizing the City Manager to execute a Grant Agreement with the Federal Aviation Administration (FAA) accepting $254,600 to update the Pavement Maintenance Management Plan (Pavement Plan) and appropriate the necessary funds to complete the

project.

Recommendation:
Staff recommends the City Council adopt a resolution to:

1. Authorize the City Manager, or her designee, to execute the FAA Airport Improvement Program Grant Agreement to accept $254,600;
   Appropriate $254,600 in FAA grant funds to Capital Improvement Project AR202718 for the Pavement Plan;
2. Appropriate $1,340 from the Livermore Municipal Airport Enterprise Fund to Capital Improvement Project AR202718 to satisfy the required local match;
3. Authorize the City Manager to take all necessary and appropriate actions to carry out the purpose and intent of this resolution, including making minor changes to the grant funding documents.

Staff Report
Attachments:
1. FAA Application - Pavement Plan
2. City CIP Project Sheet
3. Resolution
4. Exhibit A - Grant Agreement

6.23 Resolution authorizing the City Manager to execute a Grant Agreement with the Federal Aviation Administration (FAA) accepting $35,435 for the Vehicle Movement Area Transponder (VMAT) Purchase and Installation Project, add the project to the City's Five-Year Capital Improvement Plan, and appropriate the necessary funds to complete the project.

Recommendation:
Staff recommends the City Council adopt a resolution to:

1. Authorizes the City Manager, or designee, to execute the Federal Aviation Administration Airport Improvement Program Grant Agreement to accept $35,435 for the Vehicle Movement Area Transponder (VMAT) Purchase and Installation Project;
2. Adds the FAA Vehicle Movement Area Transponder (VMAT) Purchase and Installation Project AR202721 to the 2025-2030 Capital Improvement Plan;
3. Appropriates $35,435 in Federal Aviation Administration Airport Improvement Program grant funds to Capital Improvement Project AR202721 for the FAA Vehicle Movement Area Transponder (VMAT) Purchase and Installation Project;
4. Appropriates $1,865 from the Livermore Municipal Airport Enterprise Fund to Capital Improvement Project AR202721 for the FAA Vehicle Movement Area Transponder (VMAT) Purchase and Installation Project to provide the required local match for the project; and,
5. Authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including making minor , in changes which shall be approved as to form by the City Attorney or her designee, to the grant funding documents.

Staff Report
Attachments:
1. FAA Application - VMAT

2. City CIP Project Sheet
3. Resolution
4. Exhibit A - Sample Grant Agreement

6.24 Resolution approving a side letter agreement between the Livermore-Pleasanton Fire Department Joint Powers Authority and the International Association of Firefighters, Local 1974 amending Section 5 (Salaries) and Section 31 (Hazardous Material Response Team) of the Memorandum of Understanding with a term ending June 30, 2029.

Recommendation:
Staff recommends the City Council adopt a resolution approving a side letter agreement between the Livermore-Pleasanton Fire Department Joint Powers Authority and the International Association of Firefighters, Local 1974 amending Section 5 (Salaries) and Section 31 (Hazardous Material Response Team) of the Memorandum of Understanding with a term ending June 30, 2029.
Staff Report
Attachments:
1. Resolution
2. Exhibit A - Side Letter Agreement.pdf

6.25 Resolution amending the City of Livermore Salary Plan as of October 2026 to reflect an MOU adjustment for the Association of Livermore Employees and update the Retired Annuitant Salary schedule effective October 5, 2026, in accordance with the California Code of Regulations, Title 2, Section 570.5.

Recommendation:
Staff recommends the City Council adopt a resolution amending the City of Livermore Salary Plan as of October 2026 to reflect an MOU adjustment for the Association of Livermore Employees and update the Retired Annuitant Salary schedule effective October 5, 2026, in accordance with the California Code of Regulations, Title 2, Section 570.5.
Staff Report
Attachments:
1. Resolution
2. Exhibit A - Salary Plan Dated October 2026.pdf

7. PUBLIC HEARINGS

7.1 Hearing to consider a resolution approving the Fiscal Year 2025-26 Consolidated Annual Performance Evaluation Report for the Community Development Block Grant; and authorizing submittal to the U.S. Department of Housing and Urban Development.

Recommendation:
The Human Services Commission and staff recommend the City Council adopt a resolution:

1. Approving the Fiscal Year (FY) 2025-26 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG), and authorizing submission of the report to Alameda County for inclusion with the Alameda County HOME Consortium report for submittal to the U.S Department of Housing and

Urban Development (HUD); and

2. Authorizing the City Manager, or her designee, to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including approving minor changes to the FY 2025-26 CAPER.

Staff Report

Attachments:

1. Resolution
2. Exhibit A - FY 2025-26 CAPER

7.2 Hearing to receive and consider protests related to the annual fire hazard abatement program and confirm the 2026 Weed Abatement Program assessments for collection on the County Assessor tax roll.

Recommendation:

Staff recommends City Council:

1. Consider all protests, and adopt a resolution overruling protests and confirming the 2026 weed abatement assessments; and
2. Direct staff to file a certified copy of the assessment report with the County Auditor.

Staff Report

Attachments:

1. Resolution
2. Exhibit A - 2026 Weed Abatement Assessments

8. MATTERS FOR CONSIDERATION

8.1 Resolution adopting 180-day wait period exception to hire retired annuitant, Christina Olson, former Administrative Services Director, in accordance with Government Code section 7522.56 of the Public Employees' Retirement Law.

Recommendation:

Staff recommends that the City Council adopt a resolution approving the hiring of retired annuitant, Christina Olson, former Administrative Services Director, in accordance with Government Code section 7522.56 of the Public Employees' Retirement Law.

Staff Report

Attachments:

1. Resolution
2. Exhibit A - Conditional Offer Letter

8.2 Appoint a Voting Delegate and an Alternate Voting Delegate to Represent the City of Livermore at the 2026 League of California Cities Annual Conference and Expo.

Recommendation:

Staff recommends the City Council appoint a voting delegate and up to two alternate voting delegates to vote on behalf of the City of Livermore during the General Assembly at the 2026 League of California Cities Annual Conference and Expo.

Staff Report

Attachments:

1. 2026 Cal Cities Voting Delegate Information Packet

9. OPEN FORUM (AS NEEDED)

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

11. ADJOURNMENT

To a Regular City Council meeting on Monday, September 28, 2026 at 7:00 pm, Civic Center Meeting Hall, Dr. John Shirley Council Chamber, 1016 S. Livermore Avenue and virtually using Zoom.

AGENDA ITEM ATTACHMENT COVER PAGE

CLOSED SESSION — ITEM 1.1

To meet with legal counsel pursuant to Government Code section 54956.9(d)(2) because there is significant exposure to litigation against the City based on existing facts and circumstances.

Receipt of right-to-sue letters from the Equal Employment Opportunity Commission (EEOC) and the California Civil Rights Department (CRD) concerning an employment-related claim against the City.

Copies of the right-to-sue letters are attached for public inspection pursuant to Government Code section 54956.9(e)(3).

ATTACHMENT

Attachment 1
EEOC and CRD Right-to-Sue Letters

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Oakland Local Office
1301 Clay Street, Suite 680-N
Oakland, CA 94612
(510) 956-0004
Website: www.eeoc.gov

DETERMINATION AND NOTICE OF RIGHTS

(This Notice replaces EEOC FORMS 161, 161-A & 161-B)

Issued On: 03/09/2026

To: Juan M. Chavez
1926 Hastings Dr.
Manteca, CA 95336
Charge No: 555-2024-01917

EEOC Representative and email: Susan Riemenschneider
Equal Opportunity Investigator
susan.riemenschneider@eeoc.gov

DETERMINATION AND NOTICE OF RIGHTS

The EEOC issues the following determination: The EEOC will not proceed further with its investigation and makes no determination about whether further investigation would establish violations of the statute. This does not mean the claims have no merit. This determination does not certify that the respondent is in compliance with the statutes. The EEOC makes no finding as to the merits of any other issues that might be construed as having been raised by this charge.

NOTICE OF YOUR RIGHT TO SUE

This is official notice that the EEOC has dismissed your charge and has issued you notice of your right to sue the respondent(s) on this charge. If you choose to file a lawsuit against the respondent(s) on this charge under federal law in federal or state court, **your lawsuit must be filed WITHIN 90 DAYS of your receipt of EEOC's official notice of dismissal.** You should keep a record of the date you received the EEOC's official notice of dismissal. Your right to sue based on this charge will be lost if you do not file a lawsuit in court within 90 days. (The time limit for filing a lawsuit based on a claim under state law may be different.)

If you file a lawsuit based on this charge, please sign-in to the EEOC Public Portal and upload the court complaint to charge 555-2024-01917.

On behalf of the Commission,

Digitally signed by CARLOS ROCHA
Date: 2026.03.09 11:13:10 -07'00'

Carlos Rocha
Local Office Director

Cc:
Desiri Schele
180 MONTGOMERY ST STE 1200
San Francisco, CA 94104

Kristen Hilton
City of Livermore
1052 S LIVERMORE AVE
Livermore, CA 94550

Jennifer Brooks
180 MONTGOMERY ST STE 1200
San Francisco, CA 94104

Mark S. Adams
Law Offices of Mark S. Adams
3031 W. March Ln. Suite 120
Stockton, CA 95219

Please retain this Notice for your records.

STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

GAVIN NEWSOM, GOVERNOR

Civil Rights Department

KEVIN KISH, DIRECTOR

651 Bannon Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

December 17, 2024

Juan Chavez
1926 Hastings Dr.
Manteca, CA 95336

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202412-27437117
Right to Sue: Chavez / City of Livermore

Dear Juan Chavez:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective December 17, 2024 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 3.1**

DATE: September 14, 2026

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Recognition of Granada Little League Members for their 2026 Intermediate (50/70) Little League U.S. Championship victory.

RECOMMENDED ACTION

Staff recommend the City Council recognize and congratulate the Granada Little League for their 2026 Intermediate (50/70) Little League U.S. Championship victory.

SUMMARY

DISCUSSION

ATTACHMENTS

3.1 Granada Little League Certificates

Prepared by: Marissa Clevenger
Administrative Specialist II

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Kristen Hilton
Acting Administrative Services Director

CITY OF LIVERMORE CALIFORNIA

Mayor's

Certificate of Congratulations

presented to

Aiden Chaney

The City of Livermore congratulates Granada Little League on its 2026 Intermediate (50/70) Little League U.S. Championship victory and commends the team's hard work and outstanding representation of our community.

_____

Mayor John Marchand
September 14, 2026

CITY OF LIVERMORE CALIFORNIA

Mayor's

Certificate of Congratulations

presented to

Bowen Mar

The City of Livermore congratulates Granada Little League on its 2026 Intermediate (50/70) Little League U.S. Championship victory and commends the team's hard work and outstanding representation of our community.

Mayor John Marchand
September 14, 2026

CITY OF LIVERMORE CALIFORNIA

Mayor's

Certificate of Congratulations

presented to

Caleb Civello

The City of Livermore congratulates Granada Little League on its 2026 Intermediate (50/70) Little League U.S. Championship victory and commends the team's hard work and outstanding representation of our community.

Mayor John Marchand
September 14, 2026

CITY OF LIVERMORE CALIFORNIA

Mayor's

Certificate of Congratulations

presented to

Chase Bivona

The City of Livermore congratulates Granada Little League on its 2026 Intermediate (50/70) Little League U.S. Championship victory and commends the team's hard work and outstanding representation of our community.

Mayor John Marchand
September 14, 2026

CITY OF LIVERMORE CALIFORNIA

Mayor's

Certificate of Congratulations

presented to

Collin Kinney

The City of Livermore congratulates Granada Little League on its 2026 Intermediate (50/70) Little League U.S. Championship victory and commends the team's hard work and outstanding representation of our community.

_____

Mayor John Marchand
September 14, 2026

CITY OF LIVERMORE CALIFORNIA

Mayor's

Certificate of Congratulations

presented to

Grant Sorkin

The City of Livermore congratulates Granada Little League on its 2026 Intermediate (50/70) Little League U.S. Championship victory and commends the team's hard work and outstanding representation of our community.

Mayor John Marchand
September 14, 2026

CITY OF LIVERMORE CALIFORNIA

Mayor's

Certificate of Congratulations

presented to

Jameson Wilhite

The City of Livermore congratulates Granada Little League on its 2026 Intermediate (50/70) Little League U.S. Championship victory and commends the team's hard work and outstanding representation of our community.

Mayor John Marchand
September 14, 2026

CITY OF LIVERMORE CALIFORNIA

Mayor's

Certificate of Congratulations

presented to

Kaleb Juan

The City of Livermore congratulates Granada Little League on its 2026 Intermediate (50/70) Little League U.S. Championship victory and commends the team's hard work and outstanding representation of our community.

Mayor John Marchand
September 14, 2026

CITY OF LIVERMORE CALIFORNIA

Mayor's

Certificate of Congratulations

presented to

Kruz Charbonneau

The City of Livermore congratulates Granada Little League on its 2026 Intermediate (50/70) Little League U.S. Championship victory and commends the team's hard work and outstanding representation of our community.

Mayor John Marchand
September 14, 2026

CITY OF LIVERMORE CALIFORNIA

Mayor's

Certificate of Congratulations

presented to

Mateo Duterte

The City of Livermore congratulates Granada Little League on its 2026 Intermediate (50/70) Little League U.S. Championship victory and commends the team's hard work and outstanding representation of our community.

Mayor John Marchand
September 14, 2026

CITY OF LIVERMORE CALIFORNIA

Mayor's

Certificate of Congratulations

presented to

Merlin Newton III

The City of Livermore congratulates Granada Little League on its 2026 Intermediate (50/70) Little League U.S. Championship victory and commends the team's hard work and outstanding representation of our community.

Mayor John Marchand
September 14, 2026

CITY OF LIVERMORE CALIFORNIA

Mayor's

Certificate of Congratulations

presented to

Vincent Thielen

The City of Livermore congratulates Granada Little League on its 2026 Intermediate (50/70) Little League U.S. Championship victory and commends the team's hard work and outstanding representation of our community.

Mayor John Marchand
September 14, 2026

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.1**

DATE: September 14, 2026

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Approval of draft minutes - June 8, 2026 Regular Meeting.

RECOMMENDED ACTION

Staff recommends the City Council approve the draft minutes.

SUMMARY

DISCUSSION

ATTACHMENTS

DRAFT 2026-06-08

Prepared by: Helena Graves
Deputy City Clerk

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Kristen Hilton
Acting Administrative Services Director

DRAFT MINUTES

LIVERMORE
CALIFORNIA

CITY COUNCIL
JUNE 8, 2026

CLOSED SESSION

CALL TO ORDER – The Closed Session of the City Council was called to order by Mayor John Marchand at 6:40 pm, held in person at 1016 S. Livermore Avenue.

ROLL CALL – Present: Mayor John Marchand, Vice Mayor Kristie Wang, Council Members Ben Barrientos, Evan Branning, and Steven Dunbar.

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

Mayor Marchand opened the public comment period.

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

1. ADJOURN TO CLOSED SESSION

1.1 Conference with Legal Counsel – Existing Litigation. To meet with legal counsel pursuant to Government Code section 54956.9(d)(1) to discuss litigation that has been formally initiated.
One Case.
Hinderliter de Llamas and Associates v. City of Livermore, Alameda County Superior Court Case No. 25CV109909

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.

ROLL CALL – Present: Mayor John Marchand, Vice Mayor Evan Branning, Council Members, Ben Barrientos, Steven Dunbar, and Kristie Wang.

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

City Attorney Kim Cilley stated there was no reportable action.

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Appointment of Faith Alpher as Poet Laureate for a two-year term.

Recommendation: Staff recommended the City Council appoint Faith Alpher as Poet Laureate for a two-year term starting July 1, 2026 and ending on June 30, 2028, and direct the City Clerk to administer the Oath of Office.

ON THE MOTION OF VICE MAYOR WANG, SECONDED BY COUNCIL MEMBER BARRIENTOS AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL CONFIRMED THE APPOINTMENT.

Acting City Clerk Helena Graves administered the oath of office.

3.2 Presentation of the 2026 High School Junior & Senior Arts Awards.

Mayor Marchand and Tracy Sahn, Commissioner for the Commission for the Arts, presented the awards.

3.3 2025 Climate Action Plan Progress Report, presented by Tricia Pontau, Sustainability Program Manager.

Tricia Pontau, Sustainability Program Manager, presented the 2025 Climate Action Plan Progress Report.

3.4 Proclamation declaring June 2026 as Pride Month, presented to Brittni Kiick, Chair for Livermore Pride.

Mayor Marchand presented a proclamation to Brittni Kiick, Chair for Livermore Pride, declaring June 2026 as Pride Month.

4. ADVISORY BODY APPOINTMENTS – NONE

5. OPEN FORUM

Mayor Marchand opened the public comment period.

Mary Perner provided a comment.

Lara Webber provided a comment.

Julio Friedmann provided a comment.

Christiaan VandenHeuvel provided a comment.

Karen Jefferson provided a comment.

Greg Scott provided a comment.

Jennifer Hayes provided a comment.

Julie Wild provided a comment.

Douglas Yoshida, M.D. provided a comment.

Cleo Howe provided a comment.

Open Forum public comments were heard for 30 minutes and additional in-person speakers who wished to speak at the conclusion of the 30-minute time period had the opportunity to address the City Council at the end of the meeting.

6. CONSENT CALENDAR

Mayor Marchand opened the public comment period.

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

ON THE MOTION OF COUNCIL MEMBER BRANNING, SECONDED BY COUNCIL MEMBER BARRIENTOS AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL APPROVED THE CONSENT CALENDAR.

6.1 Resolution 2026-084 adopting a list of projects for FY 2026-27 funded by Senate Bill 1: The Road Repair and Accountability Act of 2017 and approving the use of Road Maintenance and Rehabilitation Account Funds.

6.2 Resolution 2026-085 authorizing the filing of an application for Active Transportation Program Cycle 8 Funding of $2,700,000 for the East Avenue Corridor Active Transportation Plan Implementation Project TB202222.

6.3 Resolution 2026-086 authorizing execution of an agreement with Raney Planning and Management, Inc., to provide professional on-call environmental review services, in an amount not-to exceed $350,000.

6.4 Resolution 2026-087 approving a standard agreement template to secure deferred payment of development impact fees pursuant to Government Code Section 66007 (SB 937).

6.5 Resolution 2026-088 directing the City Engineer to file the Annual Engineer's Reports for the City's Landscape Maintenance Districts, and **Resolution of Intention 2026-089** to levy annual assessments for the Landscape Maintenance Districts for Fiscal Year 2026-27, preliminarily approve the Annual Engineer's Reports, and establish a Public Hearing date for the annual levy of assessments.

6.6 Resolution 2026-090 reestablishing the Appropriations Limit consistent with State law for FY 2025-26 and establishing the Appropriations Limit FY 2026-27.

6.7 Resolution 2026-091 amending the City of Livermore Salary Plan dated June 2026, in accordance with California Code of Regulations, Title 2, Section 570.5 and authorizing a 1.0 FTE Landscape Maintenance Specialist and a 1.0 FTE Groundskeeper I/II (Limited Duration).

6.8 Resolution 2026-092 authorizing the City Attorney to execute a Joint Powers Agreement for the City's membership, effective July 1, 2026, in the Authority for California Cities Excess Liability (ACCEL) and to take any additional actions necessary to implement the City's participation in ACCEL.

7. PUBLIC HEARINGS

7.1 Public Hearing, ballot tabulation, and actions related to the annexation of Shea Aura (Tract 8612) to City of Livermore Landscape Maintenance District No. LL-857 (Tract 7610) Montage, adopting the engineer's report, confirming the levy of the first assessment and directing actions with respect thereto.

Recommendation: Staff recommended the City Council take the following actions in connection with the proposed annexation of Shea Aura (Tract 8612) to Landscape Maintenance District No. LL-857 (Tract 7610) Montage:
1. Conduct the public hearing and consider written and oral protests;
2. Tabulate ballots from the landowner; and
3. If there is no majority protest represented by the landowner ballot, adopt a resolution ordering the annexation of Shea Aura (Tract 8612) to Landscape Maintenance District No. LL-857 (Tract 7610) Montage, adopting the Engineer's Report, confirming the levy of the first assessment and directing actions with respect thereto.

Mayor Marchand announced that this is the time and place for the public hearing for the proposed annexation of the Shea Aura project (Tract 8612) to City of Livermore Landscape Maintenance District No. LL-857.

Jarrett Rasmussen, Senior Civil Engineer, presented the staff report.

Mayor Marchand opened the public hearing.

There were no speakers.

Mayor Marchand inquired if the property owner would like to withdraw or change its ballot.

The property owner did not withdraw or change its ballot.

Mayor Marchand closed the public hearing.

Helena Graves, Acting City Clerk, opened and tabulated the ballot resulting in a no majority protest by the landowner.

ON THE MOTION OF COUNCIL MEMBER DUNBAR, SECONDED BY COUNCIL MEMBER BRANNING AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION:

Resolution 2025-093 ordering annexation of Shea Aura (Tract 8612) to City of Livermore Landscape Maintenance District No. LL-857 (Tract 7610), Montage, adopting the Engineer's Report, confirming the levy of the first assessment and directing actions with respect thereto.

City of Livermore Maintenance District No. LL-857 (Tract 7610) Montage

7.2 Hearing to consider a request to amend the project approvals for Vesting Tentative Tract Map (VTTM) 8612 - Subdivision (SUB) 21-007 and Site Plan Design Review (SPDR) 21-006, known as Aura, and Vesting Tentative Tract Map (VTTM) 8613 - Subdivision (SUB) 21-006 and Site Plan and Design Review (SPDR) 21-005, known as Serenity, to authorize an alternative means of compliance with the City's Inclusionary Housing Ordinance for each project, pursuant to Livermore Development Code Section 11.70.040. The alternative compliance method would be implemented through a future Affordable Housing Agreement for Aura and an amendment to the existing Affordable Housing Agreement for Serenity. The requested amendments would not result in any physical changes to the environment that were not otherwise considered in the original project approvals.

Recommendation: Staff and Planning Commission recommended the City Council adopt resolutions:
1. Approving Subdivision Amendment (SUBA) 26-001 and Site Plan Design Review Modification (SPDRM) 26-013 (Shea Aura)
2. Approving Subdivision Amendment (SUBA) 26-002 and Site Plan Design Review Modification (SPDRM) 26-014 (Shea Serenity)

Emily LaDue, Assistant Planner, and Fran Earl, Housing & Human Services Manager, presented the staff report.

Mayor Marchand opened the public hearing.

Alan Marling provided a comment.

Jean King provided a comment.

Matt Monteniel provided a comment.

There were no more speakers and the public hearing was closed.

ON THE MOTION OF COUNCIL MEMBER DUNBAR, SECONDED BY COUNCIL MEMBER BRANNING AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTIONS:

Resolution 2026-094 approving Subdivision Amendment (SUB) 26-001 and Site Plan Design Review Modification (SPDRM) 26-013 (Shea Aura).

Resolution 2026-095 approving Subdivision Amendment (SUBA) 26-002 and Site Plan Design Review Modification (SPDRM) 26-014 (Shea Serenity).

7.3 Public Hearing and Resolution of Renewal of the Livermore Valley Wine Heritage District.

Recommendation: Staff recommended the City Council hold the Public Hearing and adopt the Resolution of Renewal of the Livermore Valley Wine Heritage District (District), if a Majority Protest does not occur. Adoption of the Resolution of Renewal would:
1. Renew the District for a five-year term beginning July 1, 2026;
2. Approve the Management District Plan; and
3. Authorize the City Manager to execute the Agreement for Services (Agreement) with the Livermore Valley Winegrowers Association (Winegrowers) to perform District services, as prescribed by the California Property and Business Improvement Law of 1994, Streets and Highways Code § 36651.

Theresa de la Vega, Management Analyst II, presented the staff report.

Mayor Marchand opened the public hearing and called for public comments and any written protests from business owners.

Ken Wong provided a comment.

Karl D. Wente provided a comment.

There were no more speakers and the public hearing was closed.

One written protest was received prior to the Public Hearing and was made part of the meeting record.

Mayor Marchand called for any additional written protests. There being none, Helena Graves, Acting City Clerk, provided the final protest count as one.

Mayor Marchand announced there was not a majority protest.

ON THE MOTION OF COUNCIL MEMBER BARRIENTOS, SECONDED BY VICE MAYOR WANG AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION:

Resolution 2026-096 declaring results of majority protest proceedings and renewing the Livermore Valley Wine Heritage District.

City Council recessed for a 10 minute break.

8. MATTERS FOR CONSIDERATION

8.1 Resolution approving the adoption of a Technology Disruption Policy in accordance with Senate Bill 707 and Resolution amending and adopting City Council Meeting Rules of Procedure.

Recommendation: Staff recommended City Council receive a presentation regarding Senate Bill 707 (SB 707) and adopt the following resolutions: 1) A resolution adopting a Technology Disruption Policy in accordance with SB 707; and 2) A resolution amending and adopting City Council Meeting Rules of Procedure. The proposed Rules of Procedure implement provisions of SB 707 in addition to incorporating minor miscellaneous revisions.

City Attorney Kimberly Cilley presented the staff report.

Mayor Marchand opened the public comment period.

Greg Scott provided a comment**.**

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

ON THE MOTION OF COUNCIL MEMBER BARRIENTOS, SECONDED BY VICE MAYOR WANG AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTIONS:

Resolution 2026-097 adopting a Technology Disruption Policy in accordance with Senate Bill 707.

Resolution 2026-098 amending and adopting City Council Meeting Rules of Procedure.

OPEN FORUM (CONTINUED FROM 5. OPEN FORUM)

Sam Ludwig provided a comment.

Alan Marling provided a comment.

Jean King provided a comment.

Joe Lee provided a comment.

Mojgan Parwes provided a comment.

Matt Monteniel provided a comment.

Syb de Clark provided a comment.

Paula Campbell provided a comment.

Laurie Herbert provided a comment.

Dana Thomas provided a comment.

There were no additional speakers and Mayor Marchand closed the public comment period.

9. 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.

City Council directed staff to reach out to the City of Dublin and neighboring cities to identify what support they may need and possibly federal representatives to identify and explore what meaningful actions cities can do to help residents feel safe.

City of Livermore Day at the Dublin Leprechauns Councilmember Branning noted he would attend the baseball game and throw the first pitch on June 11, 2026.

Livermore Area Recreation and Park District Foundation's Wine Down in the Grove Fundraiser Councilmember Branning noted the event and that it supports scholarships.

Livermore Downtown Street Fest Councilmember Barrientos noted he attended the event held May 16-17, 2026.

City of Livermore 150th Celebration Mayor Marchand announced the celebration to be held at Livermorium Plaza June 26, 2026.

10. ADJOURNMENT – at 10:11 pm in memory of Ann King to a Regular City Council Meeting on Monday, June 22, 2026 at 7:00 pm, Civic Center Meeting Hall, City Council Chamber, 1016 S. Livermore Avenue.

APPROVED: _____

JOHN P. MARCHAND, MAYOR

ATTEST: ___

HELENA GRAVES, ACTING CITY CLERK

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.2**

DATE: September 14, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing the acceptance for permanent maintenance, release of security, and execution of Notice of Completion for the Water Reclamation Plant (WRP) UV Treatment System Replacement Project WW202128.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the acceptance for permanent maintenance, release of security, and authorizing the City Manager to sign the Notice of Completion for the Water Reclamation Plant (WRP) UV Treatment System Replacement Project WW202128.

SUMMARY

On April 15, 2024, City Council awarded a construction contract for the Water Reclamation Plant (WRP) UV Treatment System Replacement Project WW202128 to Mountain Cascade, Inc. The contract was substantially completed on April 27, 2026, and reached final completion on June 16, 2026. The contract can now be accepted for permanent maintenance. The process to release the contractor's bonds can begin.

DISCUSSION

The Livermore Water Reclamation Plant (WRP) 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 WRP had 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 WRP is shown on Attachment 1.

The 2012 WRP Master Plan and the 2016 WRP Recycled Water System Asset Management Plan identified the existing UV disinfection system as aging infrastructure within the WRP. The system had become outdated and did not fully function as originally intended. This included failure of the automated lamp cleaning system, a limited supply of spare parts, and an outdated control system. The project replaced the existing UV lamp modules and associated electrical, instrumentation, and control components. Replacing aged equipment increased the efficiency and reliability of WRP operations by

utilizing the latest available technologies to lower both energy consumption and ongoing maintenance costs. Structural rehabilitation also extended the useful life of related structures. The new system is fully operational beginning mid-June 2026.The Project was completed in accordance with the contract documents in a manner acceptable to the City Engineer.

At time of award, the contractor provided a faithful performance bond guaranteeing completion of the Project, and that bond must now be released. Six months after the date of the resolution accepting the Project, the labor and materials bond guaranteeing the improvements should be reduced to an amount equal to any claims filed and of which notice has been given. The balance of the bond will be released upon the settlement of all claims and obligations for which the security was given (there are no known claims at this time). The security for the guarantee and warranty of the work shall remain in effect for one year from the date of the resolution.

FISCAL AND ADMINISTRATIVE IMPACTS

The original construction contract amount was $5,852,500. The contingency budget for change orders was 10% of the amount or $200,000, whichever is greater, per Municipal Code 2.68.590B. The final contract amount including eleven (11) change orders was $6,022,834. The total value of change orders was $170,064 (2.9%), which consisted primarily of upgrading materials, additional electrical switchgear components, realignment of UV piping equipment, and upgrading decking from galvanized to aluminum for improved access. Funding for the project was included in the FY 2025-30 5-year Capital Improvement Plan which included funding from Fund 622 (Wastewater Replacement), Fund 623 (Wastewater Connection Fees), and Fund 642 (Water Replacement). The budget covered the cost for this construction contract, change orders, construction management, materials testing, inspection, and administration. No additional appropriations are required. Annual operations and maintenance costs for new equipment are estimated at $350,000 per year. Operations and Maintenance (O&M) costs will be funded from the Wastewater operating budget Fund 620. These O&M costs will be less than previous O&M costs due to energy savings and reduced maintenance.

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 and treat wastewater, and comply with all federal, state, and local regulations.

ATTACHMENTS

1. Location Map
2. Resolution
3. Exhibit A - Notice of Completion

Prepared by: Nick Bagakis
Senior Engineering Technician

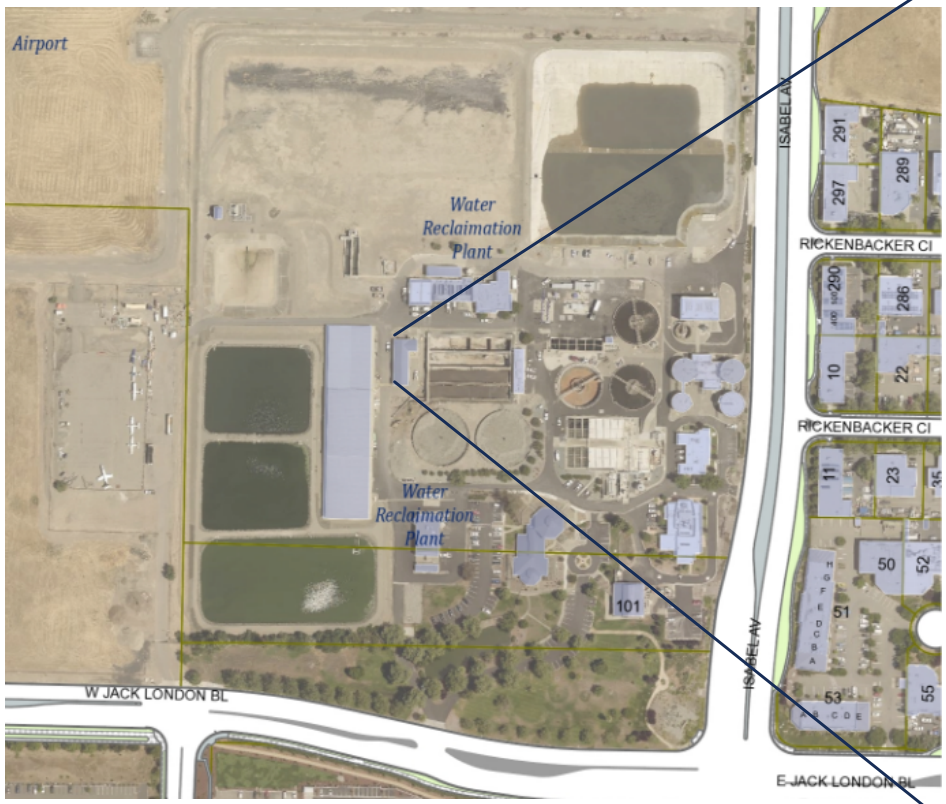
Approved by:

Marianna A. Burch
City Manager

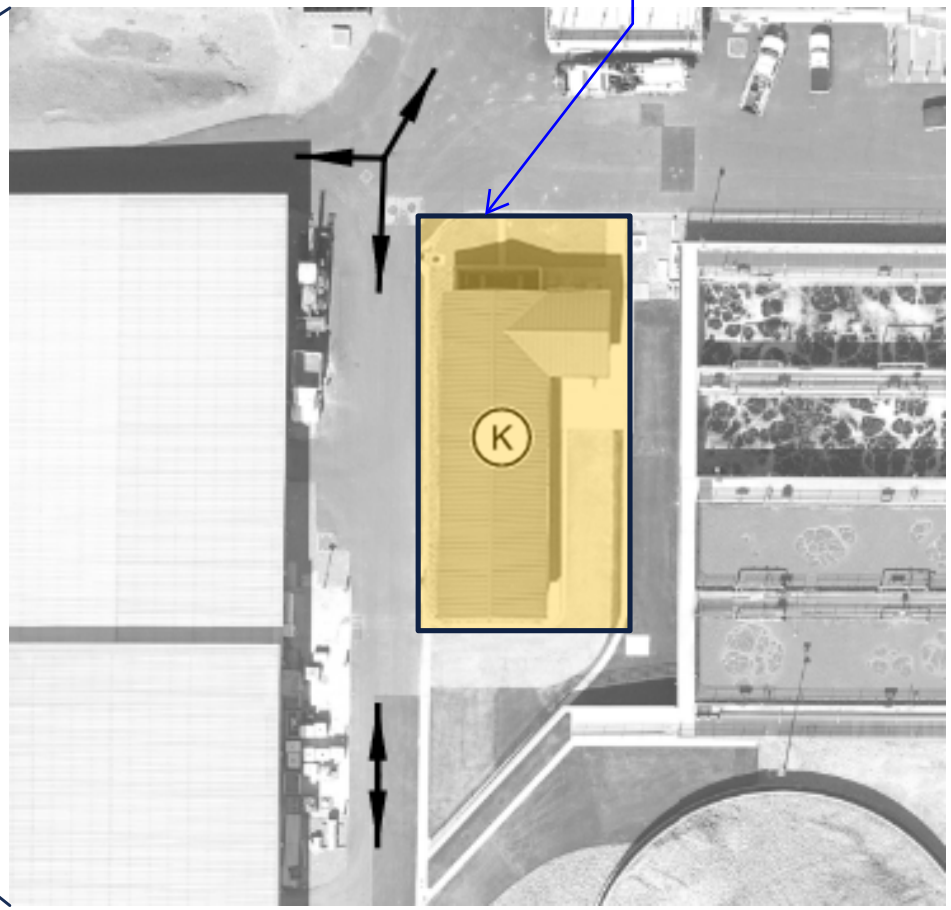
Fiscal Review by:

Kristen Hilton
Acting Administrative Services Director

PROJECT LOCATION



VICINITY MAP



SITE PLAN

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE ACCEPTANCE FOR PERMANENT MAINTENANCE, RELEASE OF SECURITY, AND EXECUTION OF A NOTICE OF COMPLETION

(WRP UV Treatment System Replacement Project WW202128)

The City Engineer of the City of Livermore has filed with the City Clerk their report in writing that all work on the WRP UV Treatment System Replacement Project WW202128 ("Project"), has been completed in substantial compliance with the plans, specifications, and contract documents, except for any minor punch-list items that do not materially affect the use or operation of the Project. The project is ready for acceptance by the City of Livermore.

Acceptance of the Project will commence the applicable warranty and maintenance periods provided under the contract documents.

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

1. It hereby accepts the completed public works project known as WRP UV Treatment System Replacement Project WW202128 as completed in accordance with the plans, specifications and contract documents, except for any minor punch-list items that do not materially affect the use or operation of the Project;

2. The City Clerk is directed to cause a Notice of Completion for the Project to be filed with the Alameda County Recorder in accordance with applicable law;

3. The City Manager or designee is authorized to take such further actions as may be necessary to implement this Resolution and close-out the Project;

4. The faithful performance bond guaranteeing the Project is hereby released;

5. The labor and materials bond guaranteeing the Project shall, six months after the date of this resolution, be reduced to an amount equal to the amount of all outstanding claims and obligations filed, received or submitted and of which notice has been given to the City of Livermore. The balance of the bond shall be released upon the settlement of all such claims and obligations for which the security was given; and

6. The security for the guarantee and warranty of work shall remain in effect for one year from the date of recordation of the Notice of Completion, except for any longer period as otherwise provided for in the contract documents. The contractor is required to reconstruct any deficiencies that occur and to repair or replace defective materials during the warranty period in accordance with the requirements of the contract documents for the Project.

7. The City Manager is authorized to sign the Notice of Completion, a copy of which is attached hereto as Exhibit A, and incorporated by this reference.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 14, 2026, by the following vote:

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

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Senior Assistant City Attorney

Exhibit A – Notice of Completion

EXHIBIT A

NOTICE OF COMPLETION

City's Project No. 2021-28 Date: September 15, 2026

Project: WRP UV Treatment System Replacement Project

Contractor: Mountain Cascade, Inc.

Contract For Construction of: WRP UV Treatment System Replacement Project

Project or Specified Part Shall Include: All that work as set forth in the Bid Schedule(s) of the Bid Forms, as awarded by the City of Livermore pursuant to the Contract Documents for Public Works Project No.

Document located at: 1052 S. Livermore Ave., Livermore, CA 94550 Contract Date: April 15,2024

The work performed under this contract was inspected by authorized representatives of the City, Contractor, and Engineer, and determined to be substantially complete on 4/27/26. The project reached Final Completion on 6/16/26 which is within the number of working days required per Section 5.2 of the contract. The City elects to accept the Project and will record the Notice of Completion

ENGINEERING DIVISION
Engineer

By
Dennis Aberion, Const Insp Manager

The City accepts the project or specified area of the project to have reached final completion and will assume full possession of the Project or specified area of the Project at 8:00 am, on 9/15/26. The responsibility for heat, utilities, security, and insurance under the Contract Documents will be assumed by the City after that date. Nature of interest of owner: Fee.

I certify (declare) under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Owner:
City of Livermore
1052 S. Livermore Ave.
Livermore, CA 94550

FOR THE CITY OF LIVERMORE

By
Marianna A. Burch, City Manager Date

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.3**

DATE: September 14, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing execution of a first amendment to the professional services agreement with Carollo Engineers, Inc., for additional design services for Water Reclamation Plant (WRP) Digester Heating Loop Replacement Project WW202315, increasing the not-to-exceed agreement amount from $1,783,054 to $2,147,281.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a first amendment to the professional services agreement with Carollo Engineers, Inc., increasing the not-to-exceed contract amount from $1,783,054 to $2,147,281 to add design services for Digester Building safety improvements as part of the WRP Digester Heating Loop Replacement Project WW202315.

SUMMARY

The WRP Digester Heating Loop Replacement Project WW202315 will replace two critical biogas boilers that are near the end of their expected useful life and will also replace the Programmable Logic Controller (PLC). This amendment is for the design of additional safety improvements to the Digester Building, which houses the biogas boilers. The improvements include new go/no-go panels, HVAC improvements, and room seal improvements. This first amendment in the amount of $364,227 increases the total amount of the professional services agreement from $1,783,054 to $2,147,281.

DISCUSSION

The existing biogas boilers heating the Water Reclamation Plant's anaerobic digesters are near the end of their expected useful life and must be replaced. The digester heating loop system in its entirety is critical to ensuring the anaerobic digesters function properly to produce biosolids for regulated disposal. The location of the anaerobic digester hot water loop system is shown on Attachment 1.

On October 14, 2025, the City of Livermore entered into an agreement with Carollo Engineers, Inc. (Carollo), to provide engineering services for replacement of the biogas boilers and appurtenances. During the project's basis-of-design phase, Carollo reviewed the Digester Building's classification under National Fire Protection Association (NFPA) 820, the fire protection standard that applies to wastewater treatment facilities. The standard's requirements were not mandatory when the building was constructed

prior to the standard's introduction in 1990. Carollo recommends upgrading the building to be more in-line with the NFPA 820 standards, which will provide valuable safety features that protect operating staff.

The three priority safety improvements are summarized below:

1. Go/no go panels, lights, and combustible gas detection to allow tracking and trending of gas leakage.
2. HVAC Improvements adding powered ventilation to increase air changes in the building to increase fresh air supply, thereby minimizing the risk of reaching a combustible gas mixture within the building.
3. Sealing conduit penetrations to eliminate leakage points between electrical equipment and areas where gas may be present.

The work includes engineering design, review of submittals during construction, and production of record drawings.

Staff recommends the original agreement with Carollo be amended to add the design of the priority safety improvements to the project.

FISCAL AND ADMINISTRATIVE IMPACTS

The first amendment, in the amount of $364,227 increases the total amount of the professional services agreement from $1,783,054 to $2,147,281. The budget for the WRP Digester Heating Loop Replacement Project WW202315 in the FY 2025-2030 Capital Improvement Plan covers the cost of this first amendment and all other project costs. No additional appropriations are necessary. Funding is from the Wastewater Replacement Fund.

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 and treat wastewater, and comply with all federal, state, and local regulations

GUIDING DOCUMENT

Fiscal Year 2025-2030 5-Year Capital Improvement Plan

ATTACHMENTS

1. Site Plan
2. Resolution
3. Exhibit A - First Amendment to Agreement with Carollo Engineers, Inc.

Prepared by: Gabriella Cherrier
Junior Engineer

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Kristen Hilton
Acting Administrative Services Director

LIVERMORE CALIFORNIA

Location Map

ATTACHMENT 1

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:

8/8/2025 1:16:39 PM

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE AGREEMENT WITH CAROLLO ENGINEERS, INC., FOR ADDITIONAL DESIGN SERVICES FOR WATER RECLAMATION PLANT (WRP) DIGESTER HEATING LOOP REPLACEMENT PROJECT WW202315, INCREASING THE NOT-TO-EXCEED AMOUNT FROM $1,783,054 TO $2,147,281

On October 14, 2025, the City of Livermore (City) entered into an agreement with Carollo Engineers, Inc., to provide engineering services for the Water Reclamation Plant (WRP) Digester Heating Loop Replacement Project WW202315. Staff recommends the original agreement be amended to add the design of priority Digester Building safety improvements to the project. The first amendment in the amount of $364,227 increases the total amount of the professional services agreement from $1,783,054 to $2,147,281.

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 first amendment to the professional services agreement with Carollo Engineers, Inc., increasing the not-to-exceed amount from $1,783,054 to $2,147,281 to add design services for Digester Building safety improvements as part of the WRP Digester Heating Loop Replacement Project WW202315; and

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 September 14, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Senior Assistant City Attorney

Exhibit A – First Amendment to Agreement with Carollo Engineers, Inc.

FIRST AMENDMENT TO ENGINEERING SERVICES AGREEMENT

THIS FIRST AMENDMENT, is made and entered into this ____ day of _____, 2026, by and between the City of Livermore, a municipal corporation ("City"), and Carollo Engineers, Inc., a Delaware Corporation ("Consultant").

RECITALS

On October 14, 2025, City and Consultant entered into an agreement for Consultant to provide engineering design services to design the Water Reclamation Plant (WRP) Digester Heating Loop Replacement project, which includes replacing two biogas boilers and upgrading the Programmable Logic Controller (PLC) for City ("Original Agreement"). Section 28 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 services and compensation by $364,227. 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 services described in the recitals and more particularly set forth in Exhibit A Scope of Work of the Original Agreement and Exhibit A-1 to the First Amendment, which are collectively defined as "the Services" for the purposes of this Agreement.

   B. Section 7.(a) of the Original Agreement is amended to read as follows:

      The total compensation payable to the City to Consultant for the Services **SHALL NOT EXCEED** the sum of $2,147,281 ("not-to-exceed amount").

      1. The compensation payable by the City to Consultant for the Services required by Exhibit A of the Original Agreement **SHALL NOT EXCEED** the sum of $1,783,054.

      2. The compensation payable by the City to Consultant for the Services required by Exhibit A-1 of the First Amendment **SHALL NOT EXCEED** the

sum of $364,227.

C. Section 7.(b) of the Original Agreement is amended to read as follows:

City shall compensate Consultant for the Services rendered at the hourly rates or task amounts set forth in Exhibit B Fee Schedule of the Original Agreement and Exhibit B-1 of the First Amendment, and shall reimburse Consultant for travel expenses and other costs that are identified in Exhibit B and Exhibit B-1, up to the not-to-exceed amount.

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.

[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:**

_____ _____

By:
Title:

CITY OF LIVERMORE: **Dated:**

_____ _____

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

_____
Deputy/Assistant/Senior Assistant/City Attorney

APPROVED AS TO INSURANCE:

_____
Risk Manager/Analyst

Attachments:
Exhibit A-1 Amendment 1 Scope of Services
Exhibit B-1 Amendment 1 Fee Schedule

WRP Digester Heating Loop Replacement Project
City of Livermore

Amendment No. 1 - Exhibit A-1
June 10, 2026

Scope of Services

Task 1.0 – Project Management

1.1 Project Management

No changes.

Task 2.0 – Digester Building 3D LiDAR

2.1 Digester Building 3D LiDAR

No changes.

Task 3.0 – Permitting Support

3.1 Permitting Support

No changes.

Task 4.0 – Design

4.1 Basis of Design

No changes.

4.2 Final Design

Consultant will prepare biddable construction documents (drawings and specifications) for the additional project elements listed below.

- Replacement of the exhaust and supply fans in the Digester Building to provide 6-12 air changes per hour.
- New go/no-panel in the Digester Building with associated lights and combustible gas detection system.
- New seals for conduit penetrations at the PLC room in the Digester Building.

<u>Information and/or Services Provided by City for Task 4.2:</u>

- No changes.

<u>Consultant Deliverables for Task 4.2:</u>

- No changes.

Task 5.0 – Bid Phase Services

5.1 Bid Phase Support

No changes.

5.2 Conformed Documents

The work for preparing the conformed documents was expanded to include covering the additional project elements.

Consultant Deliverables for Task 5.2:

- No changes.

Task 6.0 – Engineering Services during Construction

6.1 Project Management

No changes.

6.2 Construction Meeting

No changes.

6.3 Request for Information

No changes.

6.4 Submittals

For budgeting purposes, Consultant will respond to additional 34 general submittals/resubmittals and 2 major submittals/resubmittals, for a total of 114 general submittals/resubmittals and 8 major submittals/resubmittals, assuming an average processing and review time of 6 hours per submittal/resubmittal and 40 hours per major submittal/resubmittal. Note, the budget estimated for this task may be higher or lower depending on the final number of submittals/resubmittals reviewed and the completeness of each submittal/resubmittal submitted by the Contractor.

6.5 Site Observations

No changes.

6.6 Design Clarifications

No changes.

6.7 Change Order Requests

No changes.

6.8 Onsite Start-up and Commissioning Support

No changes.

Task 7.0 – Project Closeout

7.1 Record Drawings

The work for preparing the record drawings was expanded to include covering the additional project elements.

Information and/or Services Provided by City for Task 7.1:

- No changes.

Consultant Deliverables for Task 7.1:

- No changes.

7.2 Lessons Learned Summary

No changes.

7.3 3D Record Drawings (Optional)

No changes.

Task 8.0 - As-Directed Services

No changes.

Budget and Schedule:

Table 1 presents the labor and budget estimates for this Amendment No. 1. The original contract amount was $1,783,054 and this Amendment No. 1 amount is $364,227, for a new total contract amount of $2,147,281. There are no changes to the overall project schedule.

Assumptions:

No changes.

Table 1 - Amendment No. 1 Fee Estimate (June 10, 2026) - Exhibit B-1
City of Livermore
WRP Digester Heating Loop Replacement Project

Tasks		Carollo Labor												
Task Number	Task Description	SP Principal-in-Charge Rick Chan	PP Project Manager Kyle Leonard	PP Design Manager Darrell Buhman	SP QA/QC	Senior Professional	Lead Project Professional	Project Professional	Professional	ST CAD Techician	SPS Project Services	DP Document Processing	LiDAR Technician	Total Hours
		$378	$324	$324	$378	$378	$350	$324	$264	$239	$205	$166	$192	
1.0	Project Management	0	0	0	0	0	0	0	0	0	0	0	0	0
1.1	Project Management	0	0	0	0	0	0	0	0	0	0	0	0	0
2.0	3D Model of Digester Building	0	0	0	0	0	0	0	0	0	0	0	0	0
2.1	Digester Building LiDAR and 3D Model	0	0	0	0	0	0	0	0	0	0	0	0	0
3.0	Permitting Support	0	0	0	0	0	0	0	0	0	0	0	0	0
3.1	Permitting Support	0	0	0	0	0	0	0	0	0	0	0	0	0
4.0	Design	16	38	138	16	38	38	38	192	230	0	23	0	767
4.1	Basis of Design	0	0	0	0	0	0	0	0	0	0	0	0	0
4.2	Final Design	16	38	138	16	38	38	38	192	230	0	23	0	767
5.0	Bid Period Services	0	2	10	2	2	2	2	8	12	0	1	0	41
5.1	Bid Period Support	0	0	0	0	0	0	0	0	0	0	0	0	0
5.2	Conformed Drawings	0	2	10	2	2	2	2	8	12	0	1	0	41
6.0	Engineering Services During Construction	6	28	86	6	28	14	14	102	0	0	0	0	284
6.1	Project Management	0	0	0	0	0	0	0	0	0	0	0	0	0
6.2	Construction Meetings	0	0	0	0	0	0	0	0	0	0	0	0	0
6.3	Requests for Information	0	0	0	0	0	0	0	0	0	0	0	0	0
6.4	Submittals	6	28	86	6	28	14	14	102	0	0	0	0	284
6.5	Site Observations	0	0	0	0	0	0	0	0	0	0	0	0	0
6.6	Design Clarifications	0	0	0	0	0	0	0	0	0	0	0	0	0
6.7	Change Order Requests	0	0	0	0	0	0	0	0	0	0	0	0	0
6.8	Onsite Start-up and Commissioning Support	0	0	0	0	0	0	0	0	0	0	0	0	0
7.0	Project Closeout (Without Optional Services)	0	2	8	4	2	2	2	8	51	0	0	0	79
7.1	Record Drawings	0	2	8	4	2	2	2	8	51	0	0	0	79
7.2	Lessons Learned Summary	0	0	0	0	0	0	0	0	0	0	0	0	0
7.3	3D Record Drawings	0	0	0	0	0	0	0	0	0	0	0	0	0
8.0	As-Directed Services	0	0	0	0	0	0	0	0	0	0	0	0	0
8.1	As-Directed Services	0	0	0	0	0	0	0	0	0	0	0	0	0
	Original Contract Total Amount													
	Amendment No. 1 Total Amount													
	Contract Total Amount with Amendment No. 1													

Table 1 - Amendment No. 1 Fee Estimate (June 10, 2026) - Exhibit B-1
City of Livermore
WRP Digester Heating Loop Replacement Project

Tasks		Carollo Labor				Subconsultants				Other Direct Costs					Total
Task Number	Task Description	Total Labor Costs	Midpoint of Task	Labor Escalation	Total Escalated Labor Costs	Air Permitting Mizutani	Subtotal	10% Markup	Total	Travel	Equipment	Printing	Budget Allowance	Other Direct Costs Total	Total Fee
1.0	Project Management	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1.1	Project Management	$ -	2026	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2.0	3D Model of Digester Building	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2.1	Digester Building LiDAR and 3D Model	$ -	2025	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3.0	Permitting Support	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3.1	Permitting Support	$ -	2026	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4.0	Design	$ 218,572		$ 10,929	$ 229,501	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 229,501
4.1	Basis of Design	$ -	2026	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4.2	Final Design	$ 218,572	2026	$ 10,929	$ 229,501	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 229,501
5.0	Bid Period Services	$ 11,894		$ 595	$ 12,489	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 12,489
5.1	Bid Period Support	$ -	2026	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5.2	Conformed Drawings	$ 11,894	2026	$ 595	$ 12,489	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 12,489
6.0	Engineering Services During Construction	$ 88,420		$ 9,325	$ 97,745	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 97,745
6.1	Project Management	$ -	2027	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6.2	Construction Meetings	$ -	2027	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6.3	Requests for Information	$ -	2027	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6.4	Submittals	$ 88,420	2027	$ 9,325	$ 97,745	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 97,745
6.5	Site Observations	$ -	2027	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6.6	Design Clarifications	$ -	2027	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6.7	Change Order Requests	$ -	2027	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6.8	Onsite Start-up and Commissioning Support	$ -	2028	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7.0	Project Closeout (Without Optional Services)	$ 21,157		$ 3,335	$ 24,492	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 24,492
7.1	Record Drawings	$ 21,157	2028	$ 3,335	$ 24,492	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 24,492
7.2	Lessons Learned Summary	$ -	2028	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7.3	3D Record Drawings	$ -	2028	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8.0	As-Directed Services	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8.1	As-Directed Services	$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Original Contract Total Amount														$ 1,783,054
	Amendment No. 1 Total Amount														$ 364,227
	Contract Total Amount with Amendment No. 1														$ 2,147,281

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.4**

DATE: September 14, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution approving an exception to the Livermore Municipal Code bidding requirements and authorizing sole sourcing of a specific Fonroche brand of streetlights equipment for the construction of Street Lighting Projects, including Project TC202518, through December 31, 2031.

RECOMMENDED ACTION

The City Engineer recommends the City Council adopt a resolution:

1. Approving, per the recommendation of the 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 City Engineer has determined that the supplies and equipment are unique and available from a sole source;
2. Authorizing sole sourcing of the Fonroche Lighting America specific brand of equipment and instruments for the construction of the Street Lighting Project, including TC202518, through December 31, 2031; 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's (City) Street Lighting Projects involve maintaining and improving lighting levels throughout the City. The main objective is to further enhance pedestrian, bicyclist, and traffic safety. An additional objective is to reduce energy use and save maintenance costs by upgrading existing lighting equipment. Certain upgrades include renewable sources, such as solar powered streetlights. Solar lighting is the best option for adding new lighting as part of the Street Lighting Projects, including TC202518. Currently, Fonroche Lighting America is the only solar brand that meets the requirements of the project. To ensure that the City is fully equipped with the most reliable and effective solar lighting equipment, the City Engineer recommends that the solar powered street lighting equipment be sole sourced from the same and compatible "manufacturer, Fonroche Lighting America" pursuant to Livermore Municipal Code Section 2.68.550(C) for the next five years through December 31, 2031.

DISCUSSION

The objective of Street Lighting Project TC202518 is to improve the street lighting in the City by installing new streetlights and upgrading incandescent lights. As shown in Attachment 1, the major improvements are proposed along Vallecitos Road, Nissen Drive, and Autumn Oak Drive. Several other locations are included by resident requests. The project involves installing approximately 27 new solar powered lights and 22 new LED lights on existing wooden poles. For new streetlights on poles, rather than using the City's standard streetlight poles with wired streetlights, this project proposes to deploy solar powered streetlights, specifically the Fonroche Lighting America brand of solar light assembly on top of 25-foot-tall pole with 6' mast arm. Attachment 2 contains a photo of a standard Fonroche solar light assembly.

The reasons to deploy solar light instead of the traditional wired streetlight for the Street Lighting Project TC202518 are listed below:

- The existing utility infrastructures consisting of overhead power lines owned by PG&E and other utility companies pose a constraint for installing the typical light poles at several project locations.
- There are potential clearance limitations, high cost for constructing underground structures, disruptions to existing infrastructure, and delays due to materials and inspections by PG&E.
- Solar lights use a source of renewable energy, cause less disruption to roads and sidewalks during construction, save time on coordination with other utility companies, and are most cost efficient for installation compared to traditional wired streetlights.

Staff explored several solar streetlight products and found Fonroche Lighting America brand of solar light assembly is most recommended in the current market. Fonroche solar lights have a good performance history on Bay Area major streets, such as the City of Richmond, the City of Vallejo, and the City of Walnut Creek. In addition, the City completed a successful Street Lighting Project in May 2026 using Fonroche solar lights. City Council authorized sole sourcing the Fonroche Lighting America specific brand of equipment for the recently completed Street Lighting Project on June 9, 2025.

The other justifications to support an exception to bidding for the specific Fonroche Lighting America brand of solar street lighting equipment and instruments for the project are listed below:

- Shorter lead time than traditional lighting equipment and other solar lighting competitors.
- Unique Nickel Metal Hydride (NiMH) battery technology, sized for street and roadway applications. NiMH is important for use in autonomous solar lighting because it is the only battery technology capable of withstanding hot and cold temperature climates of -40° to +158°, with a replacement lifespan greater than 10 years.
- Only solar lighting manufacturer capable of central control and management of solar street lighting infrastructure. This allows cities to monitor and control functionality of solar street lighting infrastructure. Fonroche has a connected infrastructure base of 110,000 solar streetlights, sending over 7 million messages per day. This central control system provides a customer facing streetlight monitoring portal, allowing for continuous real time monitoring of each individual light.
- Only manufacturer offering a standard full 8-year, non-pro-rated parts and labor warranty.
- The system is uniquely suitable for both new pole locations and retrofitting existing poles and bases.

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 contained in LMC Section 2.68.540, based on the fact that only one unique type of equipment can meet the requirements of the

project, and therefore, the bidding requirement is not necessary.

The Street Lighting Project TC202518 is currently under design by City Engineering staff. For new streetlights, the design is based on the specifications of the Fonroche Lighting America brand of solar lights. The final design is tentatively scheduled to be completed by September 2026.

In addition to Project TC202518, several annual Street Lighting Projects, including TC202613 and TC202712, are included in the 2025-2030 Capital Improvement Plan. Staff recommends that the City Council authorize the sole-source procurement of the Fonroche Lighting America brand of solar lighting products for these projects and other annual Street Lighting Projects through December 31, 2031.

FISCAL AND ADMINISTRATIVE IMPACTS

The budget for Street Lighting Project TC202518 in the 2025-2030 Capital Improvement Plan covers the cost of purchasing and installing the lights along with all other project related expenditures. Funding for this project comes from Gas Taxes and Measure BB - Bike/Pedestrian.

COMMUNITY PILLAR

1: A Safe Community that Thrives

GOAL

10: Work to make a safe and efficient local transportation network and address safety concerns.

ATTACHMENTS

1. Location Map
2. Streetlight Exhibit
3. Resolution

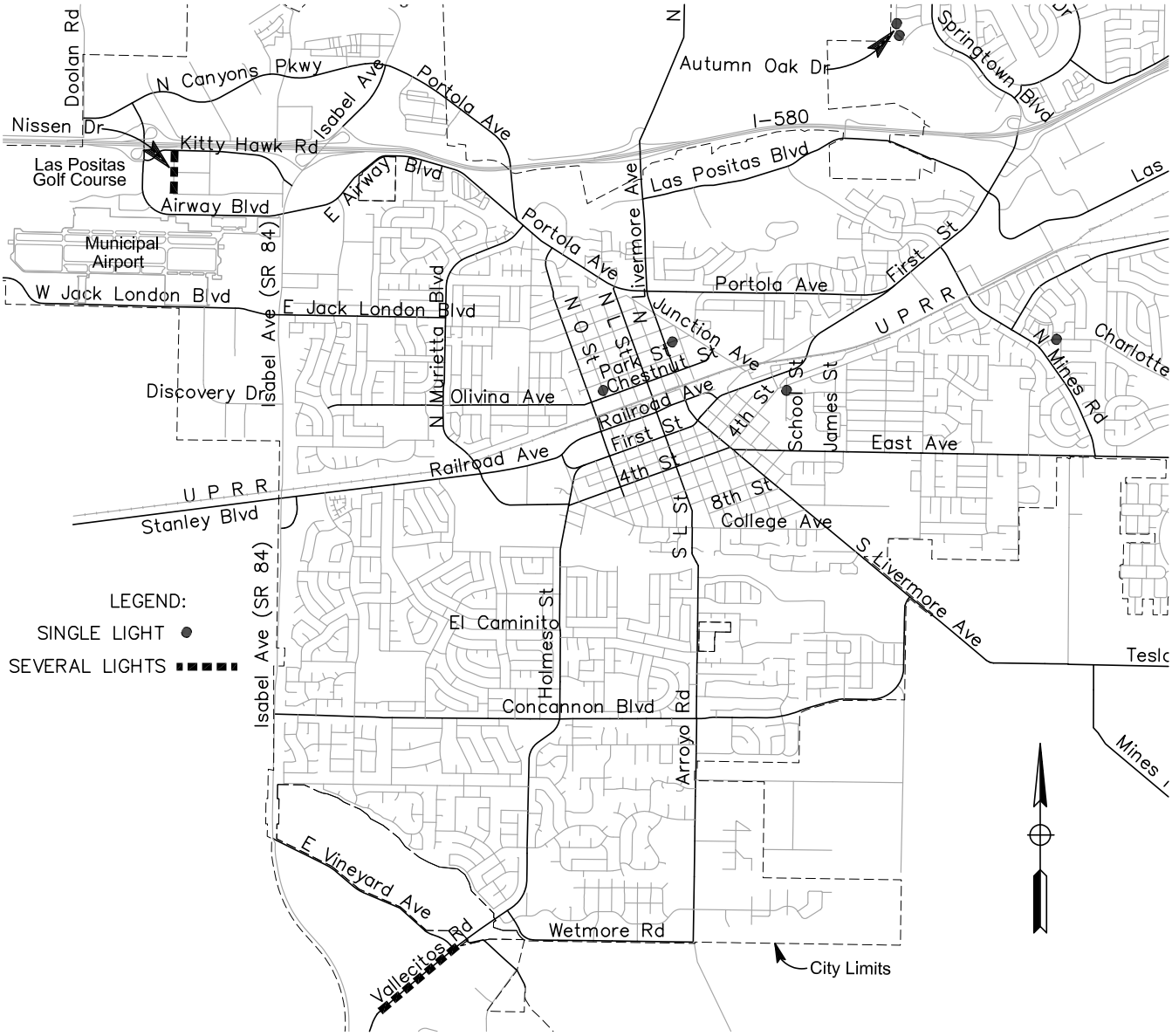
Prepared by: Juan Tenorio
Assistant Engineer

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Kristen Hilton
Acting Administrative Services Director



LOCATION MAP

Location for Fonroche Solar Streetlights	No. of Lights
Vallecitos Rd. South of E. Vineyard Ave.	16
Nissen Dr. Between Kitty Hawk Rd. and Lindbergh Ave.	4
1655 Autumn Oak Dr. (Fronting Park)	2
Charlotte Wy. East of Charlotte Cm.	1
School St. North of Pestana Wy.	1
Walnut St.West of North I St.	1
North O St. South of Park St	1
Total Solar Streetlights	**26**

Fonroche light assembly on top of
25-foot-tall pole with 6’ mast arm

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING AN EXCEPTION TO THE LIVERMORE MUNICIPAL CODE BIDDING REQUIREMENTS AND AUTHORIZING SOLE SOURCING OF A SPECIFIC FONROCHE BRAND OF STREETLIGHTS EQUIPMENT FOR THE CONSTRUCTION OF STREET LIGHTING PROJECTS, INCLUDING PROJECT TC202518, THROUGH DECEMBER 31, 2031

The City of Livermore ("City") is currently designing the Street Lighting Project which involves maintaining and improving lighting levels throughout the City. The main objective is to further enhance pedestrian, bicyclist and traffic safety. It includes strategies for reducing energy usage and saving maintenance costs by upgrading existing lighting equipment. Certain upgrades include renewable sources, such as solar powered streetlights. To ensure that the City is fully equipped with the most reliable and effective solar lighting equipment, the City Engineer recommends that the solar powered streetlighting equipment should be sole sourced from the same and compatible manufacturer "Fonroche Lighting America" pursuant to Livermore Municipal Code Section 2.68.550(C), for the next five years through December 31, 2031.

The justifications to support an exception to bidding for the specific Fonroche Lighting America brand of solar street lighting equipment and instruments for the project are listed below.

- Shorter lead time than traditional lighting equipment.

- Unique Nickel Metal Hydride (NiMH) battery technology, sized for street and roadway applications. NiMH is important for use in autonomous solar lighting because it is the only battery technology capable of withstanding hot and cold temperature climates of -40° - +158°, with a replacement lifespan greater than 10 years.

- Only solar lighting manufacturer capable of central control and management of solar street lighting infrastructure. Allows cities to monitor and control functionality of solar street lighting infrastructure. Fonroche has a connected infrastructure base of 110,000 solar streetlights, sending over 7 million messages per day. This central control system provides a customer facing street light monitoring portal, allowing for continuous real time monitoring of each individual light.

- Only manufacturer offering a standard full 8-year, non-pro-rated parts and labor warranty.

- The system is uniquely suitable for both new pole locations and retrofitting existing poles and bases.

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

1. Approves, per the recommendation by the 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 City Engineer has determined that the supplies and equipment are unique and available from a sole source;

2. Authorizes sole sourcing Fonroche Lighting America specific brand of equipment and instruments for the construction of Street Lighting projects, including Project TC202518, through December 31, 2031; and

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 on September 14, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Senior Assistant City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.5**

DATE: September 14, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing execution of agreements for constructability review, construction management, and inspection services with Kitchell/CEM, Inc., in an amount not-to-exceed $3,200,000, for the Fire Station 6 Building Improvements Project PS202215, with a term ending December 31, 2030; and Griffin Structures, in an amount not-to-exceed $555,000, for the Police Building Renovations Project PS202316 and as-needed construction inspection services for other Capital Improvement Projects, with a term ending December 31, 2028

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute agreements for constructability review and construction management and inspection services with Kitchell/CEM, Inc., in an amount not-to-exceed $3,200,000, for the Fire Station 6 Building Improvements Project PS202215, with a term ending December 31, 2030; and Griffin Structures, in an amount not-to-exceed $555,000, for the Police Building Renovations Project PS202316 and as-needed construction inspection services for other Capital Improvement Projects, with a term ending December 31, 2028.

SUMMARY

The City of Livermore (City) requires professional constructability review, construction management, and inspection services for the Fire Station 6 Building Improvements Project PS202215 and the Police Building Renovations Project PS202316. Both projects involve improvements to active public safety facilities and will require dedicated construction management and full-time inspection services during construction to support project delivery while maintaining ongoing police and fire operations.

Staff conducted a competitive Request for Qualifications (RFQ) process for both projects and recommends awarding professional services agreements to Kitchell/CEM, Inc. (Kitchell) for the Fire Station 6 Building Improvements Project and Griffin Structures for the Police Building Renovations Project.

The proposed agreements are as follows:

Consultant Name	Project	Contract Amount	Term Ending
Kitchell/CEM, Inc.	Fire Station 6 Building Improvements Project PS202215	$3,200,000	December 31, 2030
Griffin Structures	Police Building Renovations Project PS202316	$555,000	December 31, 2028

The agreements will provide constructability review of the bid documents, construction management, and inspection services through completion of the respective projects.

In addition, staff is establishing a list of pre-qualified consultants for future projects requiring similar constructability review, construction management, and inspection services. Establishing this list will help reduce the time required to obtain qualified consultant services for individual projects. This approach is consistent with the City's use of pre-qualified consultant lists for other professional services.

DISCUSSION

The Fire Station 6 Building Improvements and Police Building Renovations Projects are included in the City's Capital Improvement Plan and are intended to modernize aging public safety facilities to improve operational efficiency, safety, and functionality. Both projects will be constructed within active public safety environments, requiring careful coordination and phasing to minimize disruptions to essential City services.

The Fire Station 6 Building Improvements Project includes replacement of the existing station with an approximately 12,300-square-foot fire station, construction of a detached reserve apparatus building, temporary facilities, utility improvements, and associated site work. The project has an estimated construction cost of approximately $22 million and an anticipated construction duration of approximately 26 months. Construction will require temporary facilities, temporary utilities, and carefully coordinated phasing to maintain uninterrupted fire and emergency response operations, including apparatus access and staff accommodations.

The Police Building Renovations Project includes approximately 7,300 square feet of renovations to restrooms, locker rooms, offices, the kitchen and breakroom, and other occupied areas of the Police Building. The project has an estimated construction cost of $6 million and an anticipated construction duration of approximately 14 months. Construction will require careful phasing and coordination to maintain secure police operations and minimize disruptions within the active facility.

The Engineering-Construction Section oversees construction of numerous Capital Improvement Projects, private developments, and work performed under encroachment permits. Due to the size, complexity, duration, and operational sensitivity of the Fire Station 6 Building Improvements and Police Building Renovations projects, dedicated construction management and full-time inspection services will be required. Assigning City staff full-time to these projects would reduce the Section's capacity to effectively manage the City's overall construction workload.

To provide the necessary project support, City staff issued a Request for Qualifications for constructability review, construction management, and inspection services. The City received

Statements of Qualifications from seven firms and invited the four highest-rated firms to participate in interviews.

Statements of Qualifications (SOQ) were received from the following firms:

Consultant Name	Location
Kitchell/CEM, Inc.	Walnut Creek, CA
Griffin Structures	Santa Clara, CA
Interwest Consulting Group, Inc.	Elk Grove, CA
Swinerton Management & Consulting, LLC	Concord, CA
3D Built	South San Francisco, CA
Artaic Group	Oakley, CA
J.S. Held, LLC	Bend, OR

Following evaluation of the SOQ's and interviews, the selection committee recommends awarding agreements to the following top-rated consultants:

Consultant Name	Location	Project
Kitchell/CEM, Inc.	Walnut Creek, CA	Fire Station 6 Building Improvements Project PS202215
Griffin Structures	Santa Clara, CA	Police Building Renovations Project PS202316

Kitchell and Griffin Structures were selected based on their demonstrated experience delivering complex projects within active public safety facilities. Kitchell brings extensive experience with fire station and essential services projects, including phased construction, temporary facilities, and maintaining uninterrupted emergency response operations. Griffin Structures has extensive experience renovating occupied police facilities and demonstrated a strong understanding of secure-facility phasing and minimizing disruptions to ongoing law enforcement operations. Their specialized experience and proposed teams provide the technical expertise and project-specific knowledge needed to successfully manage construction while maintaining critical police and fire operations.

In addition, the selection committee recommends establishing the following firms as pre-qualified consultants for future projects requiring similar constructability review, construction management, and inspection services:

Consultant Name	Location
Kitchell/CEM, Inc.	Walnut Creek, CA
Griffin Structures	Santa Clara, CA
Interwest Consulting Group, Inc.	Elk Grove, CA
Swinerton Management & Consulting, LLC	Concord, CA

FISCAL AND ADMINISTRATIVE IMPACTS:

The agreements will commence upon City Council approval. The not-to-exceed amount and termination date for each agreement are as follows:

Consultant Name	Not-to-Exceed Amount	Termination Date
Kitchell/CEM, Inc.	$3,200,000	December 31, 2030
Griffin Structures	$555,000	December 31, 2028

The budgets for Fire Station 6 Building Improvements Project PS202215 and Police Building Renovations Project CIP PS202316 in the current 2025-30 Capital Improvement Plan cover the Fiscal Year 2026-27 costs of these agreements. No additional appropriations are required to complete the projects at this time. The 2027-32 Capital Improvement Plan will fund the remaining costs of these agreements. Both projects are funded with General Fund CIP Reserves - Government.

COMMUNITY PILLAR

5. A City That Works

GOAL

14. Develop, operate, and maintain the City's infrastructure.

ATTACHMENTS

1. Resolution
2. Exhibit A - Kitchell/CEM, Inc. Agreement
3. Exhibit B - Griffin Structures Agreement

Prepared by: Dennis Aberion
Construction Inspection Manager

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Kristen Hilton
Acting Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF AGREEMENTS FOR CONSTRUCTABILITY REVIEW, CONSTRUCTION MANAGEMENT, AND INSPECTION SERVICES WITH KITCHELL/CEM, INC., FOR THE FIRE STATION 6 BUILDING IMPROVEMENTS PROJECT PS202215 IN AN AMOUNT NOT-TO-EXCEED $3,200,000 WITH A TERM ENDING DECEMBER 31, 2030; AND GRIFFIN STRUCTURES FOR THE POLICE BUILDING RENOVATIONS PROJECT PS202316 AND AS-NEEDED CONSTRUCTION INSPECTION SERVICES FOR OTHER CAPITAL IMPROVEMENT PROJECTS IN AN AMOUNT NOT-TO-EXCEED $555,000 WITH A TERM ENDING DECEMBER 31, 2028

The City of Livermore ("City") requires professional constructability review, construction management, and inspection services for the Fire Station 6 Building Improvements Project PS202215 and Police Building Renovations Project PS202316. Both projects involve improvements to active public safety facilities and will require dedicated construction management and full-time inspection services during construction to support project delivery while maintaining ongoing Police and Fire operations.

City staff sent out requests for qualifications to firms interested in providing constructability review, construction management, and inspection services for these projects. Seven statements of qualifications were received. Kitchell and Griffin Structures were selected by the City's selection committee based on their demonstrated experience delivering complex projects within active public safety facilities. Kitchell brings extensive experience with fire station and essential services projects, including phased construction, temporary facilities, and maintaining uninterrupted emergency response operations. Griffin Structures has extensive experience renovating occupied police facilities and demonstrated a strong understanding of secure-facility phasing and minimizing disruptions to ongoing law enforcement operations. Their specialized experience and proposed teams provide the technical expertise and project-specific knowledge needed to successfully manage construction while maintaining critical Police and Fire operations.

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 professional services agreement with Kitchell/CEM, Inc., attached hereto as Exhibit A, to perform a constructability review, construction management, and inspection services for the Fire Station 6 Building Improvements Project PS202215, in an amount not-to-exceed $3,200,000, with a term ending December 31, 2030.

2. Authorizes the City Manager to execute a professional services agreement with Griffin Structures, attached hereto as Exhibit B, to perform a constructability review, construction management, and inspection services for the Police Building Renovations Project PS202316, and as-needed construction inspection services for other capital improvement projects, in an amount not-to-exceed $555,000, with a term ending December 31, 2028.

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 on September 14, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Senior Assistant City Attorney

Exhibit A – Kitchell/CEM, Inc. Agreement
Exhibit B – Griffin Structures Agreement

EXHIBIT A

26-0065

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 20 , by and between the City of Livermore ("City"), a municipal corporation, and Kitchell/CEM, Inc ("Consultant"), a(n) California Corporation.

RECITALS

City requires professional services to provide a constructability review of the 90% and 100% bid documents, and provide construction management & inspection services for the Fire Station 6 Building Improvements Project (CIP PS202215).

Consultant represents and warrants that 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 representations and warranties as inducement to award this Agreement to 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 and defined below in Section 3 *Description of Services* subject to the terms and conditions in this Agreement.

2. Relationship of Parties – Independent Contractors.

(a) The relationship of the parties shall be that of independent contractors. Consultant is and shall at all times remain as to City a wholly independent contractor during the term of this Agreement.

(b) Consultant and its personnel performing the Services on behalf of Consultant are not City officers or employees. Consultant's personnel shall at all times be under Consultant's exclusive direction, control, supervision, and management. Consultant, at its own cost and expense, is responsible for all workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the Services by Consultant's personnel.

(c) Consultant and its personnel providing the Services shall not qualify for or become entitled to, and hereby waive any claims to, any compensation, benefit, or any incident in employment by City, including but not limited to enrollment in the California Public Employees Retirement System (PERS) as an employee of City and any entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

(d) Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, and shall have no authority, express or implied, to bind City to any obligation whatsoever.

3. **Description of Services.** Consultant shall provide the services described in the recitals and more particularly set forth in Exhibit A Scope of Work, which are collectively defined as "the Services" for the purposes of this Agreement.

4. **Consultant's Responsibilities.** Consultant, at its own cost and expense, shall:

(a) Coordinate the Services with Dennis Aberion ("Project Manager"), or such other person designated as the Project Manager by City;

(b) At all times faithfully, competently, and diligently perform the Services to the best of its ability, experience, and talent in a courteous manner to the highest industry standards when performing the Services required hereunder. For the purposes of this Agreement the phrase "highest industry standards" means those professional standards recognized by one or more professional consultants performing similar Services under similar circumstances within City's region;

(c) Provide the resources and assign competent Consultant personnel necessary to complete the Services in a timely manner;

(d) Immediately remove and replace, without any cost to City, any member of Consultant's personnel providing the Services to City, in its sole discretion and at any time during this Agreement, directs Consultant to remove and replace, and City agrees to advise Consultant of the reason for the direction for the removal and replacement;

(e) Provide all facilities, goods, materials, and equipment that may be necessary for Consultant's personnel to provide the Services. City may furnish physical facilities such as desks, filing cabinets, and conference space that may be reasonably necessary for Consultant's use for the Services, but in no event shall City be required to furnish any facilities that involve incurring a direct expense such as computer, software, long-distance telephone or other communication charges, vehicles, or document reproduction facilities;

(f) Obtain and keep in effect during the term of this Agreement all necessary licenses, permits, qualifications, insurance, and approvals legally and professionally required for Consultant to practice its profession and to provide the Services, including obtaining a business license from the City of Livermore, and keep them all in effect for the term of this Agreement;

(g) Obtain and complete the appropriate City forms for the City to pay Consultant electronically via the Automated Clearing House (ACH). Those forms may be obtained by email at accountspayable@livermoreca.gov or by calling Accounts Payable staff at (925) 960-4345. If Consultant opts-out of electronic payment, it must likewise complete the appropriate City forms that can be obtained from those same sources for payment by check. The authority granted by those forms will remain in force and effect until the City receives written notification of changes, which changes shall not take effect for at least ten business days to afford City a reasonable opportunity to act;

(h) Provide City with a complete Request for Taxpayer Identification Number and Certification Form W-9 using the form most recently issued by the Internal Revenue Service;

(i) Comply with all applicable state and federal laws, as well as Alameda County and City of Livermore ordinances, regulations, and adopted codes, when providing the Services;

(j) Only invoice City for the Services rendered. Consultant's invoice shall be in writing and describe the Services performed for the payment requested, and if requested by the Project Manager, Consultant shall certify the correctness of any invoice or invoices for Services provided. Consultant shall not submit an invoice to City more frequently than once a calendar month;

(k) 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 three years from the date of City's 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 to take possession, then Consultant and City shall coordinate delivery of the invoices and records to City in the most efficient manner possible;

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

(m) Prepare and submit a written report to the Project Manager, within three 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;

(n) Correct all errors in the Services. If Consultant fails to make such correction in a timely manner, then City may make the correction and then charge the cost thereof to Consultant or deduct that cost from the compensation payable to Consultant;

(o) 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, when providing the Services; and,

(p) 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.

5. Term. The term of this Agreement commences on upon approval, and terminates upon the completion of the Services or 12/31/2030, whichever occurs first.

6. Termination by City. City may terminate any portion or all of the Services by giving Consultant at least 30 calendar-days' written notice. Upon receipt of a termination notice, Consultant shall immediately stop all work in progress on the Services except where necessary to preserve the benefit of the work, and Consultant shall 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 and subject to Section 7.

7. Compensation and Payment.

(a) The total compensation payable by City to Consultant for the Services **SHALL NOT EXCEED** the sum of $3,200,000.00 ("not-to-exceed amount").

(b) City shall compensate Consultant for the Services rendered at the hourly rates or task amounts set forth in Exhibit B Fee Schedule, and shall reimburse Consultant for travel expenses and other costs that are identified in Exhibit B, up to the not-to-exceed amount.

(c) Consultant and City acknowledge that compensation paid by City to Consultant pursuant to this Agreement is based upon Consultant's estimated costs to provide the Services, including the salaries and benefits paid by Consultant to its personnel. Consequently, Consultant and City further agree that compensation paid by City to Consultant is intended to include the costs of contributions to any pensions or annuities, or both, to which Consultant and its personnel may be eligible, and that City has no responsibility for contributions beyond the compensation paid to Consultant under this Agreement. As provided this Agreement, the hourly rates, task amounts and reimbursement for specified travel expenses and costs in the Fee Schedule 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, including all taxes Consultant is required to pay.

(d) 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.

(e) City shall pay Consultant via the Automated Clearing House or as otherwise instructed by Consultant pursuant to Section 4(g) above.

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

10. Confidentiality. Consultant shall not disclose any confidential or proprietary information received from City to anyone except Consultant's personnel 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 returned to City or confirmed destroyed in a manner satisfactory 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 or otherwise acceptable to City, City and its elected and appointed officials, officers, directors, employees, agents, and designated volunteers (collectively "Indemnified Parties") 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, 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 the Indemnified Parties. 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 City.

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

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

12. Insurance. Without limiting Consultant's indemnification of the Indemnified Parties, Consultant shall procure and maintain at its own expense during the term of this Agreement policies of insurance in the amounts and under the terms set forth in Exhibit C *Insurance Requirements* against claims and Liability 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. Force Majeure; Service Delays. Should Consultant's performance of the Services be obstructed or delayed due to changes in the Services by City, by any default, act, or omission of City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain goods, materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then Consultant's time for performance may, at City's sole discretion, be extended for such periods as may be agreed upon by City and Consultant. Nothing in this section restricts City's authority in Section 6 to terminate this Agreement.

14. 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.

15. 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.

16. 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 twelve-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.

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

18. Levine Act Compliance. California Government Code section 84308 (Levine Act) prohibits City officers from participating in any action related to a contract, license, permit, or entitlement if the officer receives political contributions from a party, or participant, or agent thereof, that totals more than $500 within the twelve months preceding the decision or within the twelve months following the date of the final decision. Consultant shall review and complete as necessary the City's California Levine Act Disclosure Statement that can be obtained from the City Clerk.

19. Use of Recycled Products. If fitness and quality are equal, then Consultant shall utilize recycled products consistent with the City's Environmentally Preferrable Purchasing and Practices Policy, and as defined in California Public Contract Code Section 12200 for the Services, instead of nonrecycled products whenever recycled products are available at the same or a lesser cost than nonrecycled items. Information on recycled materials can be found here:

- Sustainable Purchasing | StopWaste - Home, Work, School
- Reducing Waste at Work | StopWaste - Home, Work, School
- Recommendations of Specifications, Standards, and Ecolabels for Federal Purchasing | US EPA

20. Non-Exclusive Agreement. This Agreement is non-exclusive. City reserves the right to provide, and to retain other qualified consultants to provide, services that are the same or similar to the Services.

21. Business Entity Status. Consultant is responsible for filling all required documents and forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, as well as the California Business and Professions Code and any other state statute, to the extent such requirements apply to Consultant to provide the Services. By entering into this Agreement, Consultant represents that it is: authorized to do business in California; in good standing with the California Secretary of State; and, in good standing with all agencies having jurisdiction over Consultant, including any licensing agencies. If Consultant is a suspended entity at the time it enters into this Agreement, City may take steps to void this Agreement.

22. Authority to Execute Agreement. Consultant has taken all necessary action to authorize the execution of this Agreement, and expressly represents that the person signing this Agreement on behalf of Consultant has received and accepted the authority to sign and execute this Agreement on behalf of Consultant. Upon the Effective Date, this Agreement shall constitute a legal, valid and binding obligation of Consultant, enforceable against Consultant in accordance with its terms, which authorization is ratified and confirmed upon Consultant's acceptance of the first compensation payment by City.

23. No Subcontracting and No Assignment. Consultant's unique personal competence, experience, specialized personal knowledge, and professional reputation were a substantial inducement to City for the award of this Agreement to Consultant, therefore no part of the Services may be assigned or subcontracted 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.

24. Remedies. All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative, and the invocation of a right or remedy will not be construed to waive or elect a remedy with respect to any other available right or remedy. As a condition precedent to commencing legal action involving a claim or dispute against City arising from this Agreement, Consultant must present a written claim to City in accordance with Livermore Municipal Code Chapter 3.40 *Claims Administration*.

25. Work Eligibility. Consultant warrants that only personnel authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be provided by Consultant for the performance of the Services.

26. Non-Discrimination. In performance of the Services, Consultant agrees that it will not engage in discrimination in employment of persons because of such person's race, color, religion, sex/gender, gender identity/expression, sexual orientation, marital status, medical condition, military or veteran status, national origin, ancestry, disability, genetic information, age, or any protected classification when providing the Services. Consultant further agrees to comply with all provisions of Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in all programs or activities receiving federal financial assistance. Consultant further assures that it will take necessary actions to ensure compliance with these requirements in the performance of this Agreement.

27. Construction of Language.

(a) 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 any exhibit hereto, the language in the body of the Agreement controls.

(b) For the purposes of this Agreement, the terms "writing" and "written" includes electronic documents and communication via email, but not when those terms are used in Sections 6, 12, 23, and Sections 27 through 30 for notices, consent, or modifications. For the notices, consent, and modifications in Sections 6, 12, 23, and Sections 27 through 30, the terms "writing" and "written" means either a physically tangible document or an electronic document that satisfies the requirements in Livermore Municipal Code Section 2.64 Electronic Signatures.

28. 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.

29. 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, with a courtesy copy delivered by email to the email addresses below:

TO CITY:	Attention: Dennis Aberion City of Livermore / Community Development 1052 South Livermore Avenue Livermore, CA, 94550 dsaberion@livermoreca.gov
Email:	purchasing@livermoreca.gov accountspayable@livermoreca.gov CityAttorney@livermoreca.gov
TO CONSULTANT:	Attention: Steve Dewan Kitchell/CEM, Inc 200 Pringle Avenue Suite 470 Walnut Creek, CA, 94596 United States
Email:	sdewan@kitchell.com

30. Waiver. Failure to insist upon the strict performance of any term or condition 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.

31. 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.

32. Survival. The terms, conditions, and obligations in Sections 2, 8 through 11, 23, 24, 30, and 31 through 33 shall survive the completion or termination of this Agreement.

33. Jurisdiction and Venue. The interpretation, validity, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit, claim, or legal action of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda or in the United States District Court for the Northern District of California.

34. Electronic Signatures. By signing this document, you are agreeing that you have reviewed this disclosure information and consent to transact business using electronic communications and to utilize electronic signatures in lieu of using paper documents pursuant to Livermore Municipal Code section 2.64 *Electronic Signatures* and all other applicable laws. You are not required to sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

35. 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 Exhibit List on the Next 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 set forth in the first paragraph of this Agreement, which is the date that this Agreement was signed on behalf of City after it was signed by Consultant.

CONSULTANT: **Dated:**

Signed by:
Geoff Bachanas
4F5A1AE51B68496...

8/26/2026 | 5:06 PM PDT

Geoff Bachanas
President

CITY OF LIVERMORE: **Dated:**

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Tara Mazzanti
B099F657157 04E2...

Deputy/Assistant/Senior Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
A5F7D34BB6A748A...

Risk Manager/Analyst

Exhibits:

Exhibit A – *Scope of Work*
Exhibit B – *Fee Schedule*
Exhibit C – *Insurance Requirements*

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Attachment 1

Scope of Services

EXHIBIT A

SCOPE OF SERVICES
EXHIBIT "A"
FIRE STATION 6 BUILDING IMPROVEMENTS
(CITY PROJECT NO. PS202215)

This scope of services includes constructability review, and construction management & inspection support services for the Fire Station 6 Building Improvements Project (PS202215).

PROJECT DESCRIPTIONS

Projects consists of providing the City with professional services to perform a constructability review on 90% and 100% bid documents, and construction & inspection services for the Fire Station 6 Building Improvements Project.

SCOPE OF SERVICES

The Scope of Services is organized into the following tasks:

- Task 1 – Constructability Reviews
- Task 2 – Project Management and Meetings
- Task 3 – Construction Management Support
- Task 4 – Construction Inspection Support
- Task 5 – Project Closeout
- Task 6 – As-Directed Services

Consultant shall provide all necessary labor, materials, equipment, and supplies to perform the Scope of Services. Consultant shall be responsible for all site visits or meetings with City staff that may be needed to facilitate Consultant's execution of the Scope of Services. The City anticipates requiring the following tasks for this Project:

Task 1 – Constructability Reviews

Consultant shall perform a constructability review of the 90 percent and 100 percent design contract documents (drawings and technical specifications) for the Fire Station 6 Building Improvement Project.

Consultant shall perform the following:

- **Constructability Review for 90% Design:** Consultant shall perform the following services:
    - Conduct up to two (2) site visits to review existing conditions, project location, and proposed construction activities for major project elements.
    - Attend up to four (4) virtual meetings with the City and design engineer to provide input on preliminary construction sequencing, phasing, and potential constraints.
    - Evaluate the 90% design drawings and technical specifications for constructability, including project schedule and milestones, coordination between trades, site constraints, conflicts with existing facilities, ability to maintain operations during construction, and coordination with other projects or activities at the site.

- At a minimum, the constructability review will include checks for the following:
  - Consistency in definitions and responsibilities of the City, Construction Manager, design engineer, and Contractor.
  - Clarity and completeness of bid instructions and bid forms.
  - Clarity, adequacy, and coordination between drawings and specifications.
  - Coordination among design disciplines across all contract documents.
  - Coordination of potential construction interface with other construction projects and activities at the site.
  - Provisions for contractor's access, storage, and staging areas.
  - Reasonableness of the engineer's estimate of probable construction cost.
  - Clear definition of milestones, shutdown and schedule constraints, and work sequencing.
  - Identification of potential risks and recommended mitigation measures.

- **Constructability Review for 100% Design:** Consultant shall perform the following services:
  - Perform a final audit of the 100% design contract documents (drawings and technical specifications) to verify that constructability review comments from the 90% design phase have been adequately addressed.
  - Attend one (1) virtual, or in-person, meeting with the City and design engineer to provide input on construction sequencing, phasing, and any remaining constraints.

Task 2 – Project Management and Meetings

Consultant shall be responsible for project management activities of Consultant's scope of services throughout the life of the Project, from planning through construction. This task will include project setup, administration, coordination with the City and other stakeholders, and managing scope, schedule, and budget. Consultant's project manager shall serve as the primary point of contact when communicating with the City.

Responsibilities include, but are not limited to:

- **Daily Oversight and Coordination:** Oversee daily management of scope, schedule, budget, and deliverables. Coordinate work with internal staff, subconsultants, and City staff as necessary.
- **Monthly Invoices and Progress Reports:** Prepare and submit invoices and progress reports on a monthly basis.
  - **Invoices –** Invoices must identify the hours and rates charged for each person for each task, as well as itemizing other direct costs, with cumulative totals for invoiced amounts per task identified to demonstrate that expenditures are within the not-to-exceed authorization limit of the agreement.
  - **Expense Logs –** The invoices shall be accompanied by an expense log showing all invoices billed against the contract and the amount remaining. City will provide a template of the expense log for the Consultant's use.
  - **Progress Reports –** The invoices shall also be accompanied by a monthly progress report that describes the activities completed during the invoice's billing period, a record

of Project decisions made by City, activities anticipated for the next billing period, and notification of potential out-of-scope activities.

Monthly invoices and progress reports shall be provided as a PDF file. The progress reports shall be included as part of the email when the invoices are submitted electronically.

Consultant deliverables for Task 1 include the following:

- Invoices and Progress Reports

Task 3 – Construction Management Support

Consultant shall provide a Construction Manager (CM), who will perform services under the oversight of the City's assigned Construction staff, during the full construction period to oversee construction management activities of the projects. Construction management support responsibilities will include the following:

- **Kickoff Meeting:** Organize and execute a Kickoff Meeting with City staff. Consultant's project manager shall work with the City's project manager and assigned Construction staff in advance of the Kickoff Meeting to confirm topics to be discussed at the meeting. Consultant shall prepare and issue meeting agenda, presentation materials, notes, and decision log.
- **Conduct Construction Meetings:** Consultant's CM will schedule, coordinate, attend, and conduct all construction meetings with the Contractor. These will include: pre-construction meeting, weekly construction meetings, and substantial completion meetings. Consultant's CM will prepare a meeting agenda, list of key discussion topics, and meeting minutes for each meeting. Prior to conducting weekly construction meetings, Consultant's CM will perform the following:
    - Ensure that construction logs are current.
    - Reach out to the City and its Engineer and/or consultants to solicit additional topics to add to the agenda.
    - Request a 3-week schedule from the contractor.

    Meeting agendas will include the following:

    - Schedule and progress updates.
    - Discussion of urgent submittals or RFIs.
    - Updates for long-lead items.
    - Discussion of SWPPP and safety issues.
    - Discussion of change orders.
    - Discussion of other issues as appropriate

    Meeting minutes must have a complete attendance list.
- **Manage Field Inspection Personnel:** Consultant's CM will coordinate with, and manage, the activities of inspection personnel throughout the construction period. Consultant's CM will verify with inspection personnel on a weekly basis that the as-built drawings are being updated.
- **Manage and Coordinate Material Testing:** Consultant's CM will manage and coordinate the required material testing needs of this project. Routine testing will be provided by the City's on-call testing contractors by coordinating with the City's assigned Construction staff.

- **Manage RFIs:** Consultant's CM will coordinate and manage the RFI process, including maintaining the log of all RFIs submitted by the Contractor in Procore, to track incoming RFIs and outgoing RFI responses.
- **Manage Submittals:** Consultant's CM will coordinate and manage the submittal process, including maintaining the log of all submittals and resubmittals provided by the Contractor in Procore, to track incoming submittals and resubmittals and outgoing submittals and resubmittals responses.
- **Prepare Field Memos and Clarifications:** Consultant's CM will coordinate and manage preparation of field memos and clarifications of drawings and specifications, including creating an electronic log of these documents to allow tracking of their status and outcome. Consultant's CM will coordinate with the City's assigned Construction Staff, Project Manager, and design team to resolve design issues.
- **Review Monthly Progress Payment Requests:** Consultant's CM will evaluate the Contractor's monthly progress payment requests and recommend payment by the City if requirements are met. Consultant's CM will compare requested quantities to the actual quantities completed and negotiate the appropriate progress payment request with the Contractor. To support progress payment requests, Consultant's CM will collect certified payroll on a weekly basis and update the tracking log. Consultant's CM will also track progress payment expenditures versus the construction budget.
- **Review Construction Schedule:** Consultant's CM or its schedule reviewer will review and approve the Contractor's construction schedule, including updates and revisions, in accordance with the Contract Documents. Consultant's review will focus on key elements such as logic, duration of activities, duration of startup and testing, and construction sequencing constraints and milestones.

  Consultant's CM will conduct weekly schedule oversight activities, including:

  - Prepare weekly Statement of Working Days.
  - Review and validate the construction schedule.
  - Monitor progress of the Work.
  - Address delays.
  - Cross reference 3-week schedule with Baseline schedule and note differences, if any.

  Consultant's CM will conduct monthly review of the Construction Schedule updates.

  Time Impact Analysis (TIA): In the event the Contractor submits a Time Impact Analysis (TIA), Consultant's CM shall review and evaluate the TIA in accordance with the Contract Documents. This review shall include, but is not limited to, verification of the Contractor's methodology, logic ties, and schedule fragnet; evaluation of the impact to the critical path and project milestones; assessment of entitlement to time extensions; and validation of assumptions, durations, and sequencing. The CM shall compare the TIA against the approved baseline and current schedule updates, identify inconsistencies or unsupported claims, and provide a written recommendation to the City regarding acceptance, rejection, or modification of the requested time adjustment.
- **Review Change Order Requests:** Consultant's CM will review change order requests to determine potential changes in scope and field conditions. Consultant will prepare independent cost estimates and Consultant's CM will negotiate on behalf of the City with the Contractor. Consultant's CM will prepare and process approved change orders and incorporate them into the contract. Consultant's CM will prepare an electronic log for

tracking all potential change orders and agreed-upon change orders. Specific activities include, but are not limited to:

- Request quote for any City initiated change.
- Review and validate quotes and negotiate on behalf of the City, if necessary.
- Draft Work Directive Changes or Change Orders.
- Review contractor Change Order Requests and validate the proposed Work and associated costs.
- Keep track of contingency budget.
- Update Change Order Log.

- **Monitor Contractor's Compliance with Contract Documents:** Consultant's CM will review and monitor the Contractor's work against the Contract Documents to determine compliance. Consultant's CM will report non-conformances and deficiencies to the City and the Contractor, and will work with the Contractor to correct these deficiencies in a timely manner.
- **Maintain Construction Files:** Consultant's CM will maintain hard copy files and electronic files, including final Procore submissions. Consultant's CM will collect and maintain files of contractor's reports.
- **Monitor and Review As-Built Drawings:** Consultant's CM will monitor and coordinate the Contractor's recording and maintenance of field changes to plans and specifications during construction on a monthly basis, or more frequently as required. At the 50-, 75-, and 90-percent project construction completion levels, Consultant's CM will perform a review of the Contractor's working as-built drawings for general completeness and advise Contractor of status. Consultant's CM will approve progress payments beyond 90-percent completion contingent upon the acceptability of the working as-built drawings.
- **As-Needed Coordination:** Consultant's CM will coordinate with other City Departments, Divisions, and Sections; coordinate with outside agencies and utility companies; and coordinate with other stakeholders, as directed by the City's assigned Construction Staff.
- **Oversee Startup and Testing:** Consultant's CM will oversee facilities acceptance testing and startup in cooperation with the Contractor, City's assigned Construction staff, and other City department staff. Startup and testing will include assistance with comprehensive testing of functional equipment and subsystems.

Consultant Deliverables for Task 3:

- Meeting agendas and minutes.
- Field memos and clarifications.
- Updated logs.
- Communications with the City and Contractors.

Task 4 – Construction Inspection Support

Consultant shall provide the following construction inspection support, with the Construction Inspector working under the direction of, and in coordination with, the Construction Manager, and subject to the oversight of the City's assigned Construction staff:

- **Daily Inspection Activities:** Consultant will provide the following daily inspection activities, which the inspector must document in Daily Reports using the City's construction management platform (Procore):

- Inspect Contract Work.
- Inspect Traffic Control.
- Inspect SWPPP and Safety Compliance.
- Collect reports and file electronic and hard copy.
- Assist with field coordination.
- Measure and Track Quantities - per Schedule of Values / Bid Quantities.
- Track and document any T&M work.
- Schedule third-party and Special Inspections as needed.
- Note daily operations and inspections performed (including results and corrective measures if any).
- Note any Change Order work, issues, meetings, events that occur during the day.
- Note any non-conformance work.
- Note any issues or events that may affect schedule or work progress.

- **Weekly and Monthly Inspection Activities:** Consultant will provide the following weekly and monthly inspection activities:
  - Verify that as-builts are being updated, including the following activities:
    - Inform CM of any as-built conditions that should be noted.
    - Check contractor redline plans REGULARLY – Setup a monthly meeting with contractor to verify information is updated (before 25th of month).
    - Make sure RFI responses, change orders, and ASIs are being noted on as-builts.
    - Update City copy of the plans.
  - Verify quantities and percentage of completed work for payment with Contractor, and advise Construction Manager.

- **Photo Documentation:** During all inspection activities, Consultant will take digital photographs of the Work, which they will upload to the City's construction management platform (Procore). Photographic documentation must include, but is not limited to:
  - Materials being permanently incorporated into the project.
  - Underground utilities installed, unforeseen, abandoned to document general location.
  - Field meetings.
  - Issues.
  - General project progress.

- **As-Needed Coordination:** Consultant will coordinate with other City Departments, Divisions, and Sections; coordinate with outside agencies and utility companies; and coordinate with other stakeholders, as directed by the Consultant's CM and/or the City's assigned Construction staff.

Consultant Deliverables for Task 4:

- Field and Procore inspection documentation.
- Photo documentation.

Task 5 – Project Closeout

Consultant shall assist in Project closeout, including, but not limited to, the following tasks:

- **Conduct Final Inspection:** Consultant's will schedule and conduct a final inspection of the completed facilities and issue punch lists of uncompleted items and perform all necessary follow up inspections. Consultants will also assist the City in negotiation of unsettled

changes or disputes associated with these inspections. When the final punch list items have been completed or resolved, Consultant will recommend acceptance by the City.

- **Coordination:** Coordinate with other City Departments, Divisions, and Sections, as well as outside agencies for acceptance of associated contract work. Consultant will assist with the coordination of the start, and acceptance, of the Landscaping 120-Day Maintenance Period.
- **Closeout Documentation:** Assist with the preparation of Close Out documentation, including but not limited to:
  - Substantial Completion Letter with Final Punch List.
  - Assemble final as-built drawings from Contractor's submittals for use by the City's Engineer of Record in preparing final Record Drawings.
  - Review the physical and electronic versions of the O&M manuals submitted by the Contractor and save to project files.
  - Notice of Completion.
  - Staff Report for City Council acceptance.
  - Release of Retention.
- **Lessons Learned Presentation:** Assist the City in establishing and maintaining a lessons-learned log throughout the project and in preparing presentations for the City's Engineering Division that summarize key insights gained during the work. The presentations shall summarize lessons learned and recommend improvements for future design and construction projects. Up to two (2) Consultant team members shall attend the 1-hour long virtual lessons learned meetings.
- **Remaining Project Files:** Update all Project documents. Transfer all Project files to the City.

Consultant deliverables for Task 5 include the following:

- Substantial Completion Letter with Final Punch List.
- Assembled as-built drawing package.
- Assembled O&M manuals package.
- Notice of Completion.
- Lessons learned summary document.
- Electronic transmittal of all Project files.

Task 6 – As-Directed Services

Consultant shall provide as-directed services to the City. A budget allowance of $200,000 has been included. Any use of As-Directed Services budget allowance shall require written authorization from the City that includes scope of as-directed services and an agreed upon not-to-exceed limit.

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EXHIBIT A

KITCHELL

TOGETHER, BUILDING VALUE EVERY DAY.

City of Livermore
Fire Station 6 Building Improvements
Hourly Rates

EXHIBIT B

Kitchell Rates					
Position	2026 Hourly Rates	2027 Hourly Rates	2028 Hourly Rates	2029 Hourly Rates	2030 Hourly Rates
Principal In Charge / Operations Manager	$275.00	$286.00	$297.00	$309.00	$321.00
Project Director	$245.00	$255.00	$265.00	$276.00	$287.00
Construction Manager (Sr. Project Manager)	$225.00	$234.00	$243.00	$253.00	$263.00
Construction Inspector (Project Manager)	$210.00	$218.00	$227.00	$236.00	$245.00
Project Manager 1	$175.00	$182.00	$189.00	$197.00	$205.00
Construction Inspector (Project Engineer)	$150.00	$156.00	$162.00	$168.00	$175.00
Project Engineer 2	$140.00	$146.00	$152.00	$158.00	$164.00
Project Engineer 1	$135.00	$140.00	$146.00	$152.00	$158.00
Scheduling Manager	$208.00	$216.00	$225.00	$234.00	$243.00
Scheduler	$198.00	$206.00	$214.00	$223.00	$232.00
Estimating Manager	$208.00	$216.00	$225.00	$234.00	$243.00
Estimator	$198.00	$206.00	$214.00	$223.00	$232.00
Arch/Engineering Specialist	$198.00	$206.00	$214.00	$223.00	$232.00
Commissioning Agent	$198.00	$206.00	$214.00	$223.00	$232.00
Project Controls Manager	$198.00	$206.00	$214.00	$223.00	$232.00
Office Administration / Clerical	$122.00	$127.00	$132.00	$137.00	$142.00

Assumptions / Qualifications:

1. The hourly rates listed above are fully burdened with employee benefits, statutory requirements, overhead and profit, include employee computers, cell phones, and normal travel expenses to and from the site.
2. All hourly rates will be escalated by 4% on January 1st of each year.
3. Project office trailer and associated setup, utilities, furniture, fixtures, and equipment have not been included and are assumed to be provided by the City and/or the Contractor for use by the PM/CM. If needed proposals to provide a construction trailer and associated connections can be provided.
4. Costs associated with parking fees are not included in the hourly rates. If the projects require paid parking costs can be provided.

EXHIBIT C

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:
   $2,000,000 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

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.

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EXHIBIT B

26-0064

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___day of _____, 20 , by and between the City of Livermore ("City"), a municipal corporation, and Griffin Structures ("Consultant"), a(n) California Corporation.

RECITALS

City requires professional services to provide a constructability review of the 90% and 100% bid documents, and provide construction management & inspection services for the Police Building Renovations Project (CIP PS202316), and as needed on-call construction inspection services for other capital improvement projects.

Consultant represents and warrants that 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 representations and warranties as inducement to award this Agreement to 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 and defined below in Section 3 *Description of Services* subject to the terms and conditions in this Agreement.

2. Relationship of Parties – Independent Contractors.

(a) The relationship of the parties shall be that of independent contractors. Consultant is and shall at all times remain as to City a wholly independent contractor during the term of this Agreement.

(b) Consultant and its personnel performing the Services on behalf of Consultant are not City officers or employees. Consultant's personnel shall at all times be under Consultant's exclusive direction, control, supervision, and management. Consultant, at its own cost and expense, is responsible for all workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the Services by Consultant's personnel.

(c) Consultant and its personnel providing the Services shall not qualify for or become entitled to, and hereby waive any claims to, any compensation, benefit, or any incident in employment by City, including but not limited to enrollment in the California Public Employees Retirement System (PERS) as an employee of City and any

entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

(d) Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, and shall have no authority, express or implied, to bind City to any obligation whatsoever.

3. **Description of Services.** Consultant shall provide the services described in the recitals and more particularly set forth in Exhibit A Scope of Work, which are collectively defined as "the Services" for the purposes of this Agreement.

4. **Consultant's Responsibilities.** Consultant, at its own cost and expense, shall:

(a) Coordinate the Services with Dennis Aberion ("Project Manager"), or such other person designated as the Project Manager by City;

(b) At all times faithfully, competently, and diligently perform the Services to the best of its ability, experience, and talent in a courteous manner to the highest industry standards when performing the Services required hereunder. For the purposes of this Agreement the phrase "highest industry standards" means those professional standards recognized by one or more professional consultants performing similar Services under similar circumstances within City's region;

(c) Provide the resources and assign competent Consultant personnel necessary to complete the Services in a timely manner;

(d) Immediately remove and replace, without any cost to City, any member of Consultant's personnel providing the Services to City, in its sole discretion and at any time during this Agreement, directs Consultant to remove and replace, and City agrees to advise Consultant of the reason for the direction for the removal and replacement;

(e) Provide all facilities, goods, materials, and equipment that may be necessary for Consultant's personnel to provide the Services. City may furnish physical facilities such as desks, filing cabinets, and conference space that may be reasonably necessary for Consultant's use for the Services, but in no event shall City be required to furnish any facilities that involve incurring a direct expense such as computer, software, long-distance telephone or other communication charges, vehicles, or document reproduction facilities;

(f) Obtain and keep in effect during the term of this Agreement all necessary licenses, permits, qualifications, insurance, and approvals legally and professionally required for Consultant to practice its profession and to provide the Services, including obtaining a business license from the City of Livermore, and keep them all in effect for the term of this Agreement;

(g) Obtain and complete the appropriate City forms for the City to pay Consultant electronically via the Automated Clearing House (ACH). Those forms may be obtained by email at accountspayable@livermoreca.gov or by calling Accounts Payable

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staff at (925) 960-4345. If Consultant opts-out of electronic payment, it must likewise complete the appropriate City forms that can be obtained from those same sources for payment by check. The authority granted by those forms will remain in force and effect until the City receives written notification of changes, which changes shall not take effect for at least ten business days to afford City a reasonable opportunity to act;

(h) Provide City with a complete Request for Taxpayer Identification Number and Certification Form W-9 using the form most recently issued by the Internal Revenue Service;

(i) Comply with all applicable state and federal laws, as well as Alameda County and City of Livermore ordinances, regulations, and adopted codes, when providing the Services;

(j) Only invoice City for the Services rendered. Consultant's invoice shall be in writing and describe the Services performed for the payment requested, and if requested by the Project Manager, Consultant shall certify the correctness of any invoice or invoices for Services provided. Consultant shall not submit an invoice to City more frequently than once a calendar month;

(k) 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 three years from the date of City's 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 to take possession, then Consultant and City shall coordinate delivery of the invoices and records to City in the most efficient manner possible;

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

(m) Prepare and submit a written report to the Project Manager, within three 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;

(n) Correct all errors in the Services. If Consultant fails to make such correction in a timely manner, then City may make the correction and then charge the cost thereof to Consultant or deduct that cost from the compensation payable to Consultant;

(o) 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, when providing the Services; and,

(p) 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.

5. Term. The term of this Agreement commences, and terminates upon the completion of the Services or 12/31/2028, whichever occurs first.

6. Termination by City. City may terminate any portion or all of the Services by giving Consultant at least 30 calendar-days' written notice. Upon receipt of a termination notice, Consultant shall immediately stop all work in progress on the Services except where necessary to preserve the benefit of the work, and Consultant shall 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 and subject to Section 7.

7. Compensation and Payment.

(a) The total compensation payable by City to Consultant for the Services **SHALL NOT EXCEED** the sum of $555,000.00 ("not-to-exceed amount").

(b) City shall compensate Consultant for the Services rendered at the hourly rates or task amounts set forth in Exhibit B Fee Schedule, and shall reimburse Consultant for travel expenses and other costs that are identified in Exhibit B, up to the not-to-exceed amount.

(c) Consultant and City acknowledge that compensation paid by City to Consultant pursuant to this Agreement is based upon Consultant's estimated costs to provide the Services, including the salaries and benefits paid by Consultant to its personnel. Consequently, Consultant and City further agree that compensation paid by City to Consultant is intended to include the costs of contributions to any pensions or annuities, or both, to which Consultant and its personnel may be eligible, and that City has no responsibility for contributions beyond the compensation paid to Consultant under this Agreement. As provided this Agreement, the hourly rates, task amounts and reimbursement for specified travel expenses and costs in the Fee Schedule 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, including all taxes Consultant is required to pay.

(d) 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.

(e) City shall pay Consultant via the Automated Clearing House or as otherwise instructed by Consultant pursuant to Section 4(g) above.

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

10. Confidentiality. Consultant shall not disclose any confidential or proprietary information received from City to anyone except Consultant's personnel 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 returned to City or confirmed destroyed in a manner satisfactory 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 or otherwise acceptable to City, City and its elected and appointed officials, officers, directors, employees, agents, and designated volunteers (collectively "Indemnified Parties") 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, 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 the Indemnified Parties. 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 City.

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

(b) Modification for Design Professional Services. To the extent this Agreement is for "design professional services" defined in California Civil Code section 2782.8, then Consultant's duties to defend and indemnify shall only apply to the extent provided for in

California Civil Code section 2782.8(a), unless section 2782.8(a) is not applicable for one of the reasons set forth in 2782.8(e)

12. Insurance. Without limiting Consultant's indemnification of the Indemnified Parties, Consultant shall procure and maintain at its own expense during the term of this Agreement policies of insurance in the amounts and under the terms set forth in Exhibit C *Insurance Requirements* against claims and Liability 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. Force Majeure; Service Delays. Should Consultant's performance of the Services be obstructed or delayed due to changes in the Services by City, by any default, act, or omission of City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain goods, materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then Consultant's time for performance may, at City's sole discretion, be extended for such periods as may be agreed upon by City and Consultant. Nothing in this section restricts City's authority in Section 6 to terminate this Agreement.

14. 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.

15. 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.

16. 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 twelve-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.

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

18. Levine Act Compliance. California Government Code section 84308 (Levine Act) prohibits City officers from participating in any action related to a contract, license, permit, or entitlement if the officer receives political contributions from a party, or participant, or agent thereof, that totals more than $500 within the twelve months preceding the decision or within the twelve months following the date of the final decision. Consultant shall review and complete as necessary the City's California Levine Act Disclosure Statement that can be obtained from the City Clerk.

19. Use of Recycled Products. If fitness and quality are equal, then Consultant shall utilize recycled products consistent with the City's Environmentally Preferrable Purchasing and Practices Policy, and as defined in California Public Contract Code Section 12200 for the Services, instead of nonrecycled products whenever recycled products are available at the same or a lesser cost than nonrecycled items. Information on recycled materials can be found here:

- Sustainable Purchasing | StopWaste - Home, Work, School
- Reducing Waste at Work | StopWaste - Home, Work, School
- Recommendations of Specifications, Standards, and Ecolabels for Federal Purchasing | US EPA

20. Non-Exclusive Agreement. This Agreement is non-exclusive. City reserves the right to provide, and to retain other qualified consultants to provide, services that are the same or similar to the Services.

21. Business Entity Status. Consultant is responsible for filling all required documents and forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, as well as the California Business and Professions Code and any other state statute, to the extent such requirements apply to Consultant to provide the Services. By entering into this Agreement, Consultant represents that it is: authorized to do business in California; in good standing with the California Secretary of State; and, in good standing with all agencies having jurisdiction over Consultant, including any licensing agencies. If Consultant is a suspended entity at the time it enters into this Agreement, City may take steps to void this Agreement.

22. Authority to Execute Agreement. Consultant has taken all necessary action to authorize the execution of this Agreement, and expressly represents that the person signing this Agreement on behalf of Consultant has received and accepted the authority to sign and execute this Agreement on behalf of Consultant. Upon the Effective Date, this Agreement shall constitute a legal, valid and binding obligation of Consultant, enforceable against Consultant in accordance with its terms, which authorization is ratified and confirmed upon Consultant's acceptance of the first compensation payment by City.

23. No Subcontracting and No Assignment. Consultant's unique personal competence, experience, specialized personal knowledge, and professional reputation were a substantial inducement to City for the award of this Agreement to Consultant, therefore no part of the Services may be assigned or subcontracted 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.

24. Remedies. All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative, and the invocation of a right or remedy will not be construed to waive or elect a remedy with respect to any other available right or remedy. As a condition precedent to commencing legal action involving a claim or dispute against City arising from this Agreement, Consultant must present a written claim to City in accordance with Livermore Municipal Code Chapter 3.40 *Claims Administration*.

25. Work Eligibility. Consultant warrants that only personnel authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be provided by Consultant for the performance of the Services.

26. Non-Discrimination. In performance of the Services, Consultant agrees that it will not engage in discrimination in employment of persons because of such person's race, color, religion, sex/gender, gender identity/expression, sexual orientation, marital status, medical condition, military or veteran status, national origin, ancestry, disability, genetic information, age, or any protected classification when providing the Services. Consultant further agrees to comply with all provisions of Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in all programs or activities receiving federal financial assistance. Consultant further assures that it will take necessary actions to ensure compliance with these requirements in the performance of this Agreement.

27. Construction of Language.

(a) 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 any exhibit hereto, the language in the body of the Agreement controls.

(b) For the purposes of this Agreement, the terms "writing" and "written" includes electronic documents and communication via email, but not when those terms are used in Sections 6, 12, 23, and Sections 27 through 30 for notices, consent, or modifications. For the notices, consent, and modifications in Sections 6, 12, 23, and Sections 27 through 30, the terms "writing" and "written" means either a physically tangible document or an electronic document that satisfies the requirements in Livermore Municipal Code Section 2.64 Electronic Signatures.

28. 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.

29. 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, with a courtesy copy delivered by email to the email addresses below:

TO CITY: Attention: Dennis Aberion
City of Livermore / Community Development
1052 South Livermore Avenue Livermore, CA, 94550
dsaberion@livermoreca.gov

Email: purchasing@livermoreca.gov
accountspayable@livermoreca.gov
CityAttorney@livermoreca.gov

TO CONSULTANT: Attention: Joshua Kaiser
Griffin Structures
2445 Augustine Drive Suite 150
Santa Clara, CA, 95054
United States
Email: jkaiser@griffinstructures.com

30. Waiver. Failure to insist upon the strict performance of any term or condition 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.

31. 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.

32. Survival. The terms, conditions, and obligations in Sections 2, 8 through 11, 23, 24, 30, and 31 through 33 shall survive the completion or termination of this Agreement.

33. Jurisdiction and Venue. The interpretation, validity, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit, claim, or legal action of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda or in the United States District Court for the Northern District of California.

34. Electronic Signatures. By signing this document, you are agreeing that you have reviewed this disclosure information and consent to transact business using electronic communications and to utilize electronic signatures in lieu of using paper documents pursuant to Livermore Municipal Code section 2.64 *Electronic Signatures* and all other applicable laws. You are not required to sign documents electronically. If you

prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

35. 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 Exhibit List on the Next 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 set forth in the first paragraph of this Agreement, which is the date that this Agreement was signed on behalf of City after it was signed by Consultant.

CONSULTANT: **Dated:**

DocuSigned by:
Jon Hughes
ED4FD8218B9F49D...
Jon Hughes
President

8/19/2026 | 12:32 PM PDT

CITY OF LIVERMORE: **Dated:**

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Tara Mazzanti
B099F6574570452...
Deputy/Assistant/Senior Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
A5F7D34BB6A748A...
Risk Manager/Analyst

Exhibits:

Exhibit A – *Scope of Work*
Exhibit B – *Fee Schedule*
Exhibit C – *Insurance Requirements*

SCOPE OF SERVICES
EXHIBIT "A"
POLICE BUILDING RENOVATIONS
(CITY PROJECT NO. PS202316)

This scope of services includes constructability review, and construction management & inspection support services for the Police Building Renovations Project (PS202316).

PROJECT DESCRIPTIONS

Projects consists of providing the City with professional services to perform a constructability review on 90% and 100% bid documents, and construction & inspection services for the Building Renovations Project.

SCOPE OF SERVICES

The Scope of Services is organized into the following tasks:

- Task 1 – Constructability Reviews
- Task 2 – Project Management and Meetings
- Task 3 – Construction Management Support
- Task 4 – Construction Inspection Support
- Task 5 – Project Closeout
- Task 6 – As-Directed Services

Consultant shall provide all necessary labor, materials, equipment, and supplies to perform the Scope of Services. Consultant shall be responsible for all site visits or meetings with City staff that may be needed to facilitate Consultant's execution of the Scope of Services. The City anticipates requiring the following tasks for this Project:

Task 1 – Constructability Reviews

Consultant shall perform a constructability review of the 90 percent design contract documents (drawings and technical specifications) for the Police Building Renovations Project.

Consultant shall perform the following:

- **Constructability Review for 90% Design:** Consultant shall perform the following services:
    - Conduct up to two (2) site visits to review existing conditions, project location, and proposed construction activities for major project elements.
    - Attend up to four (4) virtual meetings with the City and design engineer to provide input on preliminary construction sequencing, phasing, and potential constraints.
    - Evaluate the 90% design drawings and technical specifications for constructability.
    - At a minimum, the constructability review will include checks for the following:
        - Consistency in definitions and responsibilities of the City, Construction Manager, design engineer, and Contractor.
        - Clarity and completeness of bid instructions and bid forms.

- Clarity, adequacy, and coordination between drawings and specifications.
- Coordination among design disciplines across all contract documents.
- Coordination of potential construction interface with other construction projects and activities at the site.
- Provisions for contractor's access, storage, and staging areas.
- Reasonableness of the engineer's estimate of probable construction cost.
- Clear definition of milestones, shutdown and schedule constraints, and work sequencing.
- Identification of potential risks and recommended mitigation measures.

- **Constructability Review for 100% Design:** Consultant shall perform the following services:
  - Perform a final audit of the 100% design contract documents (drawings and technical specifications) to verify that constructability review comments from the 90% design phase have been adequately addressed.
  - Attend one (1) virtual, or in-person, meeting with the City and design engineer to provide input on construction sequencing, phasing, and any remaining constraints.

Task 2 – Project Management and Meetings

Consultant shall be responsible for project management activities of Consultant's scope of services throughout the life of the Project, from planning through construction. This task will include project setup, administration, coordination with the City and other stakeholders, and managing scope, schedule, and budget. Consultant's project manager shall serve as the primary point of contact when communicating with the City.

Responsibilities include, but are not limited to:

- **Daily Oversight and Coordination:** Oversee daily management of scope, schedule, budget, and deliverables. Coordinate work with internal staff, subconsultants, and City staff as necessary.
- **Monthly Invoices and Progress Reports:** Prepare and submit invoices and progress reports on a monthly basis.
  - **Invoices –** Invoices must identify the hours and rates charged for each person for each task, as well as itemizing other direct costs, with cumulative totals for invoiced amounts per task identified to demonstrate that expenditures are within the not-to-exceed authorization limit of the agreement.
  - **Expense Logs –** The invoices shall be accompanied by an expense log showing all invoices billed against the contract and the amount remaining. City will provide a template of the expense log for the Consultant's use.
  - **Progress Reports –** The invoices shall also be accompanied by a monthly progress report that describes the activities completed during the invoice's billing period, a record of Project decisions made by City, activities anticipated for the next billing period, and notification of potential out-of-scope activities.

  Monthly invoices and progress reports shall be provided as a PDF file. The progress reports shall be included as part of the email when the invoices are submitted electronically.

Consultant deliverables for Task 1 include the following:

- Invoices and Progress Reports

Task 3 – Construction Management Support

Consultant shall provide a Quality Assurance Manager (QAM), who will provide support to the City's assigned Project Construction Manager (CM), during the full construction period to oversee construction management activities of the project. Construction management support responsibilities will include the following:

- **Conduct Construction Meetings:** Consultant's QAM will schedule, coordinate, attend, and conduct all weekly construction meetings with the Contractor. These will include the pre-construction meeting, and the weekly construction meetings. Consultant's QAM will prepare a meeting agenda, list of key discussion topics, and meeting minutes for each meeting. Prior to conducting weekly construction meetings, Consultant's QAM will perform the following:
  - Ensure that construction logs are current.
  - Reach out to the City and its Engineer and/or consultants to solicit additional topics to add to the agenda.
  - Request a 3-week schedule from the contractor.

  Meeting agendas will include the following:
  - Schedule and progress updates.
  - Discussion of urgent submittals or RFIs.
  - Updates for long-lead items.
  - Discussion of SWPPP and safety issues.
  - Discussion of change orders.
  - Discussion of other issues as appropriate

  Meeting minutes must include a complete attendance list.
- **Manage and Coordinate Material Testing:** Consultant's QAM will manage and coordinate the required material testing needs of this project. Routine testing will be provided by the City's on-call testing contractors by coordinating with the City's Engineering Division, Construction Section.
- **Manage RFIs:** Consultant's QAM will coordinate and manage the RFI process, including maintaining the log of all RFIs submitted by the Contractor in Procore, to track incoming RFIs and outgoing RFI responses.
- **Manage Submittals:** Consultant's QAM will coordinate and manage the submittal process, including maintaining the log of all submittals and resubmittals provided by the Contractor in Procore, to track incoming submittals and resubmittals and outgoing submittals and resubmittals responses.
- **Prepare Field Memos and Clarifications:** Consultant's QAM will support the City's CM with coordinating and managing the preparation of field memos and clarifications of drawings and specifications, including creating an electronic log of these documents to allow tracking of their status and outcome. Consultant's QAM will coordinate with the City CM and its design team to resolve design issues.
- **Review Monthly Progress Payment Requests:** Consultant's QAM will evaluate the Contractor's monthly progress payment requests and recommend payment by the City if requirements are met. Consultant's QAM will compare requested quantities to the actual quantities completed and negotiate the appropriate progress payment request with the

Contractor. To support progress payment requests, Consultant's QAM will collect certified payroll on a weekly basis and update the tracking log. Consultant's QAM will assist the City's CM with tracking progress payment expenditures versus the construction budget.

- **Review Construction Schedule:** Consultant's QAM will review and approve the Contractor's construction schedule, including updates and revisions, in accordance with the Contract Documents. Consultant's review will focus on key elements such as logic, duration of activities, duration of startup and testing, and construction sequencing constraints and milestones.

  Consultant's QAM will conduct weekly schedule oversight activities, including:

  - Prepare weekly Statement of Working Days.
  - Review and validate the construction schedule.
  - Monitor progress of the Work.
  - Address delays.
  - Cross reference 3-week schedule with Baseline schedule and note differences, if any.

  Consultant's CM will conduct monthly review of the Construction Schedule updates.

  Time Impact Analysis (TIA): In the event the Contractor submits a Time Impact Analysis (TIA), Consultant's QAM shall provide support with the review and evaluation of the TIA in accordance with the Contract Documents.

  Review Change Order Requests: Consultant's QAM will review change order requests to determine potential changes in scope and field conditions. Consultant will prepare independent cost estimates and negotiate with the Contractor, on behalf of the City. Consultant's QAM will recommend, prepare, and process change orders and incorporate them into the contract. Consultant's QAM will prepare an electronic log for tracking all potential change orders and executed change orders. Specific activities include, but are not limited to:

  - Request for a quote for any City initiated change.
  - Review and validate quotes and negotiate on behalf of the City, if necessary.
  - Draft Work Directive Changes or Change Orders.
  - Review contractor Change Order Requests and validate the proposed Work and associated costs.
  - Keep track of contingency budget.
  - Update Change Order Log.

- **Monitor Contractor's Compliance with Contract Documents:** Consultant's QAM will review and monitor the Contractor's work against the Contract Documents to determine compliance. Consultant's QAM will report non-conformances and deficiencies to the City and the Contractor, and will work with the Contractor to correct these deficiencies in a timely manner.

- **Maintain Construction Files:** Consultant's QAM will maintain hard copy files and electronic files, including final Procore submissions. Consultant's QAM will collect and maintain files of contractor's reports.

- **Monitor and Review As-Built Drawings:** Consultant's QAM will monitor and coordinate the Contractor's recording and maintenance of field changes to plans and specifications during construction on a monthly basis, or more frequently as required. At the 50-, 75-, and 90-percent project construction completion levels, Consultant's QAM will perform a review of the Contractor's working as-built drawings for general completeness and advise Contractor

of status. Consultant's QAM will only recommend progress payments beyond 90-percent completion contingent upon the acceptability of the working as-built drawings.

- **As-Needed Coordination:** Consultant's QAM will support the City's CM to coordinate with other City Departments, Divisions, and Sections; coordinate with outside agencies and utility companies; and coordinate with other stakeholders.
- **Oversee Startup and Testing:** Consultant's QAM will oversee facilities acceptance testing and startup in cooperation with the Contractor, City's CM, and City staff. Startup and testing will include assistance with comprehensive testing of functional equipment and subsystems.

Consultant Deliverables for Task 3:

- Meeting agendas and minutes.
- Field memos and clarifications.
- Updated logs.
- Communications with the City and Contractors.

Task 4 – Construction Inspection Support

Consultant QAM shall provide the following construction inspection support under the direction of City's CM:

- **Daily Inspection Activities:** Consultant will provide the following daily inspection activities, which the inspector must document in Daily Reports using the City's construction management platform (Procore):
  - Inspect Contract Work.
  - Inspect Traffic Control.
  - Inspect SWPPP and Safety Compliance.
  - Collect reports and file electronic and hard copy.
  - Assist with field coordination.
  - Measure and Track Quantities - per Schedule of Values / Bid Quantities.
  - Track and document any T&M work.
  - Schedule third-party and Special Inspections as needed.
  - Note daily operations and inspections performed (including results and corrective measures if any).
  - Note any Change Order work, issues, meetings, events that occur during the day.
  - Note any non-conformance work.
  - Note any issues or events that may affect schedule or work progress.
- **Weekly and Monthly Inspection Activities:** Consultant will provide the following weekly and monthly inspection activities:
  - Verify that as-builts are being updated, including the following activities:
    - Check contractor redline plans REGULARLY – Setup a monthly meeting with contractor to verify information is updated (before 25th of month).
    - Make sure RFI responses, change orders, and ASIs are being noted on as-builts.
    - Update City copy of the plans.
- **Photo Documentation:** During all inspection activities, Consultant will take digital photographs of the Work, which they will upload to the City's construction management platform (Procore). Photographic documentation must include, but is not limited to:
  - Materials being permanently incorporated into the project.

- Underground utilities installed, unforeseen, abandoned to document general location.
- Field meetings.
- Issues.
- General project progress.

Consultant Deliverables for Task 4:

- Field and Procore inspection documentation.
- Photo documentation.

Task 5 – Project Closeout

Consultant shall assist in Project closeout, including, but not limited to, the following tasks:

- **Conduct Final Inspection:** Consultant's will schedule and conduct a final inspection of the completed facilities and issue punch lists of uncompleted items where necessary. Consultant's will also assist the City in negotiation of unsettled changes or disputes associated with these inspections. When the final punch list items have been completed or resolved, Consultant will recommend acceptance by the City.
- **Coordination:** Coordinate with other City Departments, Divisions, and Sections, as well as outside agencies for acceptance of associated contract work. Consultant will assist with the coordination of the start, and acceptance, of the Landscaping 120-Day Maintenance Period.
- **Closeout Documentation:** Assist with the preparation of Close Out documentation, including but not limited to:
  - Substantial Completion Letter with Final Punch List.
  - Assemble final as-built drawings from Contractor's submittals for use by the City's Engineer of Record in preparing final Record Drawings.
  - Review the physical and electronic versions of the O&M manuals submitted by the Contractor and save to project files.
  - Prepare Notice of Completion.
  - Assist City's CM with Staff Report for City Council acceptance.
- **Lessons Learned Log:** Assist the City with starting and maintaining a log of lessons learned during the course of the construction phase of the project.
- **Remaining Project Files:** Update all Project documents. Transfer all Project files to the City.

Consultant deliverables for Task 5 include the following:

- Substantial Completion Letter with Final Punch List.
- Assembled as-built drawing package.
- Assembled O&M manuals package.
- Notice of Completion.
- Lessons learned log.
- Electronic transmittal of all Project files.

Docusign Envelope ID: 9C32F4C9-DEB3-8235-8061-47961DFCCB72

Task 6 – As-Directed Services

Consultant shall provide as-directed services to the City. A budget allowance of $5,000 has been included. Any use of As-Directed Services budget allowance shall require written authorization from the City that includes scope of as-directed services and an agreed upon not-to-exceed limit.

Docusign Envelope ID: 9C32F4C9-DEB3-8235-8061-47961DFCCB72

1. Hourly rates are fixed through **February 2028.** Any schedule extension beyond that date may result in additional compensation based on good faith negotiations with the City.

Rates after February 2028 will be escalated through December of 2028 as follows:
Principal in Charge - $320
Project Executive - $255
Quality Assurance Manager - $245

2. Insurance costs are included as a reimbursable expense and will be billed monthly at the rate of $10 per $1,000.

EXHIBIT B

Item No.	PROJECT PHASE	PRINCIPAL-IN-CHARGE Robert Godfrey $295/hr*	PROJECT EXECUTIVE Josh Kaiser $235/hr*	QUALITY ASSURANCE MANAGER Dustin Williams $225/hr*
1	**PRE-CONSTRUCTION**	8	48	80
1.1	Constructobility Reviews	Incl	Incl	Incl
1.2	Design Management			
1.3	Plan Check/ Permit Review Management			
1.4	Contractor Prequalification			
1.5	Project Phasing Plan	Incl	Incl	Incl
1.6	Contractor Bid/ Award Management			
2	**CONSTRUCTION**	48	96	2064
2.1	Preconstruction Conference	Incl	Incl	Incl
2.2	Work with the City's Project Manager to oversee the Project	Incl	Incl	Incl
2.3	Prepare daily inspection reports as part at Quality Assurance	Incl	Incl	Incl
2.4	Take construction progress photos (before, during & after)	Incl	Incl	Incl
2.5	Manage & coordinate special inspections	Incl	Incl	Incl
2.6	Perform quality assurance inspections of materials & installations	Incl	Incl	Incl
2.7	Prepare In-progress punch lists	Incl	Incl	Incl
2.8	**Ensure OSHA requirements are being satisfied**	Incl	Incl	Incl
2.9	Review & approve Contractor's phasing plan	Incl	Incl	Incl
2.10	Maintain project files	Incl	Incl	Incl
2.11	Monitor labor compliance (DIR to perform certified payroll audits)	Incl	Incl	Incl
2.12	Review baseline & monthly update schedules	Incl	Incl	Incl
2.13	Monitor field progress against schedule	Incl	Incl	Incl
2.14	**Conduct weekly construction progress meeting**	Incl	Incl	Incl
2.15	Attend Contractor safety meetings	Incl	Incl	Incl
2.16	Manage & coordinate with other agencies/AHJ	Incl	Incl	Incl
2.17	**Submit recommendations on construction issues**	Incl	Incl	Incl
2.18	Identify & track potential claims	Incl	Incl	Incl
2.19	Manage document control (RFIs & submittals)	Incl	Incl	Incl
2.20	**Review/negotiate/recommend change orders for approval/rejection**	Incl	Incl	Incl
3	**PROJECT CLOSEOUT**	4	8	110
3.1	Coordinate final walk through with all stakeholders	Incl	Incl	Incl
3.2	**Coordinate & distribute punch walk comments**	Incl	Incl	Incl
3.3	Address unresolved Contractor issues	Incl	Incl	Incl
3.4	**Finalize record drawings & project documentation**	Incl	Incl	Incl
3.5	Prepare all final reports tor acceptance of Project	Incl	Incl	Incl
3.6	**Recommend for final acceptance of Project**	Incl	Incl	Incl
3.7	Transmit approved red lines	Incl	Incl	Incl
3.8	Finalize & deliver all construction files to the City	Incl	Incl	Incl
3.9	Coordinate project commissioning	Incl	Incl	Incl
	Total Hours	60	152	2254
	Subtotals	$18,260	$36,120	$507,150
	PROJECT/ CONSTRUCTION MANAGEMENT TOTAL	Na Charge		$543,270
4	**REIMBURSABLE COSTS**			$10,730
4.1	**Insurance**			$5,730
4.2	Autodesk - Deleted per City use of Procore			$0
4.3	Scheduling Services - Deleted per City request			$0
4.4	Misc. allowances			$5,000
	GRAND TOTAL - POLICE DEPARTMENT			$554,000

***Hourly rates are fixed through February 2028. Any schedule extension beyond that date may result in additional compensation based on good faith negotiations with the City. Rates after February 2028 will be escalated as follows: Principal in Charge - $320, Project Executive - $255, Quality Assurance Manager - $245 through December of 2028.**

EXHIBIT C

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:
   $2,000,000 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

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. 6.6**

DATE: September 14, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing filing an application for Alameda County Transportation Commission administered funding of $2,775,000 for the East Avenue Corridor Active Transportation Plan Implementation Project TB202222 via the 2028 Comprehensive Investment Plan and committing any necessary matching funds and stating assurances to complete the project.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing filing an application for Alameda County Transportation Commission administered funding of $2,775,000 for the East Avenue Corridor Active Transportation Plan Implementation Project TB202222 via the 2028 Comprehensive Investment Plan and committing any necessary matching funds and stating assurances to complete the project.

SUMMARY

The City of Livermore (City) is a recipient of various discretionary local funding administered by the Alameda County Transportation Commission (ACTC) via the Comprehensive Investment Plan (CIP). The 2028 CIP funding is available for bicycle and/or pedestrian capital projects and requires the project to be programmed in the Alameda County 2026 Countywide Transportation Plan (CTP). In addition, the local City Council must authorize filing the application request for 2028 CIP funding.

The East Avenue Corridor Active Transportation Plan (ATP) Implementation Project will upgrade the pedestrian bulb outs and medians installed as part of the 2023 Tactical East Avenue Project and install similar pedestrian improvements at three intersections in the vicinity of the Robert Livermore Community Center. The Project will also designate a bicycle boulevard on roadways through the residential neighborhoods north of East Avenue between School Street and Vasco Road. The proposed bicycle boulevard is identified in the Livermore Bicycle, Pedestrian, and Trails Active Transportation Plan (BB24, BB26, and BB37).

Staff recommends the City Council authorize filing an application request for $2,775,000 in 2028 CIP funding for the East Avenue Corridor ATP Implementation Project TB202222, commit $925,000 of matching funds, and state assurances to complete the Project. Staff is also requesting authorizations to

file grant applications for two additional projects (Citywide Traffic Signal Upgrade and Interactive Dashboard Project TC202020 and Isabel Pedestrian Bridge and Trail Project TB202618) as separate Council items at this meeting.

DISCUSSION

The Comprehensive Investment Plan (CIP) is Alameda County Transportation Commission's (CTC) near-term strategic planning and programming document through which fund sources administered by Alameda CTC are programmed through a consolidated process to maximize investments in transportation infrastructure and program operations needs that are essential for enhancing, developing and maintaining the county's multi-modal transportation system.

The 2028 CIP includes a call for projects for $200 million in combined Alameda CTC-administered discretionary local funding sources, including Measures B and BB (MB/MBB), Vehicle Registration Fee (VRF), Transportation Fund for Clean Air (TFCA), I-580 Toll Revenues, federal One Bay Area Grant Program Cycle 4 (OBAG 4), and Community Action Resource and Empowerment (CARE) funding for eligible capital projects and programs within Alameda County.

The eligible project categories include:

- Bicycle and/or pedestrian capital projects and programs
- Complete streets capital and road improvement projects
- Transit-related capital projects
- Shuttle and other program operations
- Technology projects
- Plans

The eligible projects and programs must be included in or wholly consistent with the 2026 Countywide Transportation Plan (CTP) project list and meet the required minimum match. In addition, a separate governing body-approved resolution of local support is required to be submitted with each 2028 CIP application. Available funding will be prioritized towards eligible projects that can demonstrate construction readiness or begin operations within the first two years of the 2028 CIP (FY2027-28 and FY2028-29).

Based on the above requirements, Staff recommends the City Council authorizes filing an application request for $2,775,000 in 2028 CIP funding for the East Avenue Corridor ATP Implementation Project TB2022222.

The East Avenue Corridor ATP Implementation Project includes two components:

1. Updating the painted pedestrian bulb outs and ADA ramps at the six intersections improved with the 2023 Tactical East Avenue project and installing similar treatments to three intersections near the Robert Livermore Community Center
2. Completing a bicycle boulevard between School Street and Vasco Road through the neighborhoods north of East Avenue

<u>East Avenue</u>

In 2023, pedestrian improvements consisting of painted curb extensions and medians, high visibility crosswalks, and traffic bollards were installed along East Avenue at intersections with Maple Street, 7th Street, Dolores Street, Jensen Street, Estates Street, and Hillcrest Avenue through the Tactical East Avenue demonstration project. The goal to slow traffic through these intersections and make pedestrian crossings safer and more comfortable has been met. This project will improve on the original design by:

- Allowing more turning space for trucks, trailers, buses, and fire trucks without compromising speed reductions for passenger cars
- Improving aesthetics and reducing maintenance costs with more durable materials
- Providing a clearer separation between the pedestrian and traffic areas at the bulb outs
- Updating curb ramps to meet current ADA standards
- Similar pedestrian improvements are proposed on East Avenue at Madison Avenue, Almond Avenue, and Loyola Way.
- A painted crosswalk with a rectangular rapid flashing beacon is proposed at Almond Avenue.

Bicycle Boulevard

Bike boulevards provide continuous, comfortable bike routes through the local street network on streets with slow vehicle speeds and low vehicle volumes. The proposed project will designate a bicycle boulevard on roadways through the residential neighborhoods north of East Avenue between School Street and Vasco Road. The proposed bike boulevard routes are included in the 2018 Livermore Bicycle, Pedestrian, and Trails Active Transportation Plan (BB24, BB26, and BB37). Proposed improvements include:

- Painted pedestrian bulb-outs at key intersections
- Restriped ladder style crosswalks
- Bicycle boulevard signing and marking
- Bicyclist wayfinding signs
- Striping and signal modification at North Mines Road and Charlotte Way and North Mines Road and Audry Street to provide two-stage bicycle left turns from North Mines Road bike lanes

The Project is currently at the 65% design phase, and construction is tentatively scheduled to begin in summer 2027-28. The project scope and schedule meet the requirements of the 2028 CIP funding.

FISCAL AND ADMINISTRATIVE IMPACTS

The East Avenue Corridor ATP Implementation Project TB202222 is currently funded in the 2025-2030 Capital Improvement Plan with a total of $3,450,000. Funding is from Measure BB-Bike/Pedestrian (Fund 551), Measure BB-Local Streets & Roads (Fund 552), and Gas Taxes (Fund 560). This 2028 CIP funding of $2,775,000 will augment the existing budget and help reduce the amount needed from the other current funding sources. Existing project funds are sufficient to provide the required $925,000 local match for the 2028 CIP funding. Budget adjustments will be requested if grant funds are awarded for the project. The overall project budget covers all design and construction costs.

COMMUNITY PILLAR

1: A Safe Community That Thrives

GOAL

10: Work to maintain a safe and efficient local transportation network and address safety concerns.

ATTACHMENTS

1. Project Map
2. Resolution

Prepared by: Joanna Liu
Senior Transportation Engineer

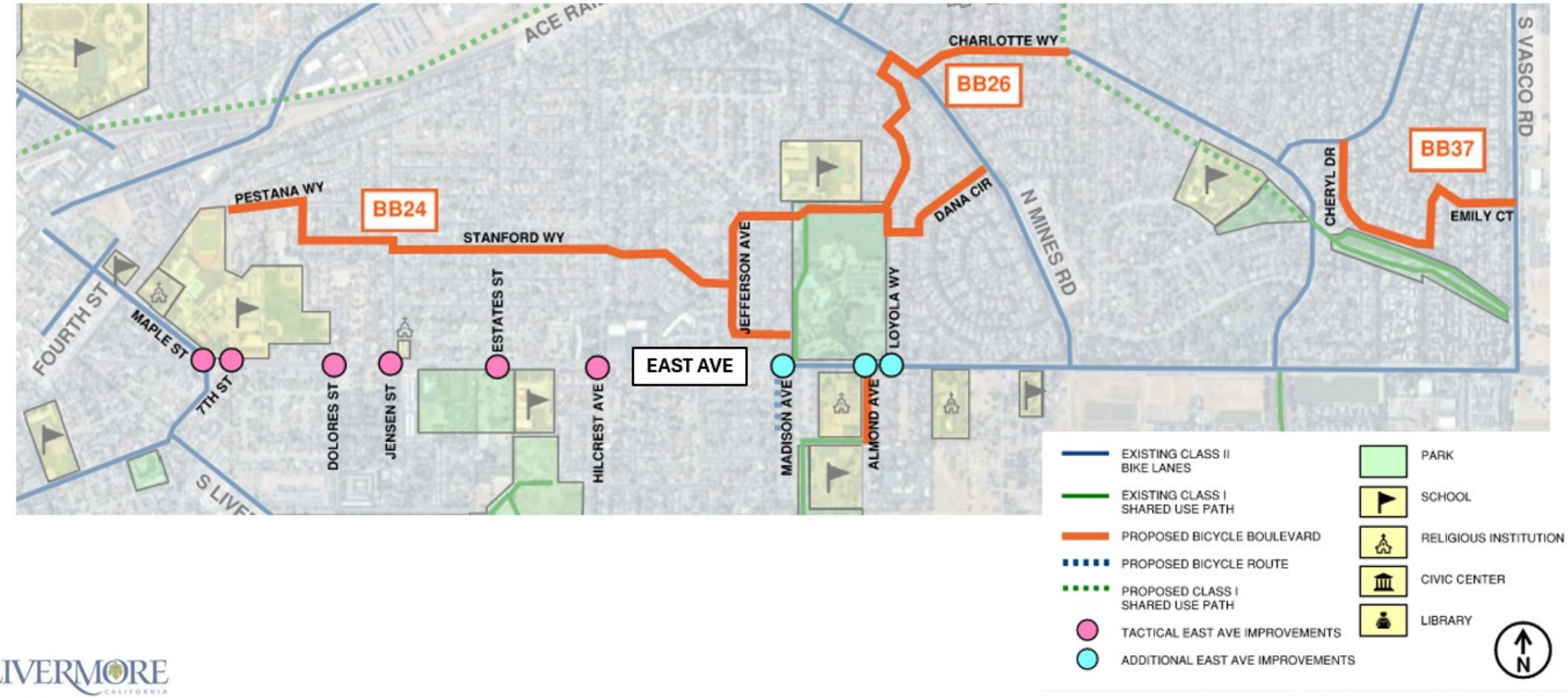
Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Kristen Hilton
Acting Administrative Services Director

Project Map



LIVERMORE CALIFORNIA

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR ALAMEDA COUNTY TRANSPORTATION COMMISSION ADMINISTERED FUNDING OF $2,775,000 FOR THE EAST AVENUE CORRIDOR ACTIVE TRANSPORTATION PLAN IMPLEMENTATION PROJECT TB202222 VIA THE 2028 COMPREHENSIVE INVESTMENT PLAN AND COMMITTING ANY NECESSARY MATCHING FUNDS AND STATING ASSURANCES TO COMPLETE THE PROJECT

WHEREAS, the Alameda County Transportation Commission ("ALAMEDA CTC") administers funding programs for projects and programs that benefit the Alameda County transportation system, consisting of 2000 Measure B, 2010 Vehicle Registration Fee ("VRF"), 2014 Measure BB, I-580 Toll Revenues, Congestion Management Agency Transportation Improvement Program (CMA-TIP), and Transportation Fund for Clean Air Programs, and such funding is collectively defined as and shall be referenced herein as the "ALAMEDA CTC ADMINISTERED FUNDS"; and

WHEREAS, the ALAMEDA CTC adopted 2028 Comprehensive Investment Plan ("CIP") Guidelines at its Commission meeting on May 28, 2026 which includes procedures governing the 2028 CIP application process, programming guidelines, and eligible uses of ALAMEDA CTC ADMINISTERED FUNDS;

WHEREAS, City of Livermore ("APPLICANT") is the project sponsor for the East Avenue ATP Implementation Project ("PROJECT").

WHEREAS, the PROJECT will implement critical pedestrian and bicycle safety improvements along the East Avenue corridor, including upgraded crossings, pedestrian bulb-outs, bicycle boulevard enhancements, rectangular rapid flashing beacons (RRFBs), wayfinding signage, and improved connectivity to parks, schools, transit and community facilities; and

WHEREAS, as the Project Sponsor, APPLICANT has the legal authority to apply for funding for PROJECT and plans to submit a 2028 CIP application ("APPLICATION") to ALAMEDA CTC for $2,775,000; and

WHEREAS, there are no legal impediments to APPLICANT applying for funding and there is no active, pending or threatened litigation that may adversely affect the proposed PROJECT or the ability of APPLICANT to deliver such PROJECT; and

WHEREAS, APPLICANT authorizes its City Manager or designee to execute and file an application with ALAMEDA CTC for discretionary ALAMEDA CTC ADMINISTERED FUNDS for the PROJECT as referenced in this Resolution; and

WHEREAS, as part of the requirements to apply and receive ALAMEDA CTC ADMINISTERED FUNDS, ALAMEDA CTC requires a resolution adopted by the responsible implementing agency stating the following:

1. APPLICANT will implement the PROJECT as described in the APPLICATION; and
2. APPLICANT will have adequate staffing resources to deliver and complete the PROJECT within the time period identified in the APPLICATION; and
3. APPLICANT understands it will enter into a Project Funding Agreement ("AGREEMENT") with ALAMEDA CTC, and will comply with the AGREEMENT's requirements, including adherence to the agreed upon project scope, project delivery milestones, funding deadlines, project reporting and deliverable deadlines; and
4. APPLICANT is committed to deliver the PROJECT consistently with the Commission approved CIP Programming Guidelines and CIP policies, as they may change, for the funds awarded by the Commission to the PROJECT; and
5. APPLICANT is committed to secure matching funds as proposed in the APPLICATION required for awarded ALAMEDA CTC ADMINISTERED FUNDS, by phase; and
6. APPLICANT is committed to provide any additional funding that may be required beyond the original proposed APPLICATION match amount to deliver the phase of the PROJECT that is awarded with ALAMEDA CTC ADMINISTERED FUNDS; and
7. APPLICANT understands that ALAMEDA CTC ADMINISTERED FUNDS awarded to the PROJECT is limited to the Commission approved programmed amount by phase, and therefore any cost increases or unexpected funding shortfalls cannot be expected to be funded by shifting funds between phases, or by requesting additional ALAMEDA CTC ADMINISTERED FUNDS; and
8. APPLICANT understands that any cost savings in the ALAMEDA CTC-funded phase(s) will be shared proportionally between APPLICANT and ALAMEDA CTC; and
9. APPLICANT is committed to comply with the applicable requirements set forth in ALAMEDA CTC's Local Business Contract Equity ("LBCE") Program and related exhibits, as applicable, for professional services and construction contracts funded with Measure B, Measure BB, and/or VRF funds, such as including LBCE Program goal(s) and provisions in applicable solicitations and resulting contracts, providing timely notification to ALAMEDA CTC of applicable solicitations prior to advertisement, and adhering to reporting requirements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that APPLICANT is authorized to file an APPLICATION to ALAMEDA CTC for funding for the PROJECT;

BE IT FURTHER RESOLVED, that APPLICANT hereby confirms that there is no pending or threatened litigation that might in any way adversely affect APPLICANT's ability to implement and deliver the proposed PROJECT;

BE IT FURTHER RESOLVED, that APPLICANT authorizes its City Manager or designee to execute the funding AGREEMENT with ALAMEDA CTC;

BE IT FURTHER RESOLVED, that the City Council of APPLICANT shall provide ALAMEDA CTC with a fully-executed copy of this Resolution concurrently with submittal of the APPLICATION; and

BE IT FURTHER RESOLVED, that the APPLICANT, by adopting this resolution, hereby confirms that:

1. APPLICANT will commit to implementing the PROJECT as described in the APPLICATION; and
2. APPLICANT will have adequate staffing resources to deliver and complete the PROJECT within the time period identified in the application; and
3. APPLICANT understands it will enter into an AGREEMENT with ALAMEDA CTC, and will comply with the AGREEMENT 's requirements, including adherence to the completion of the agreed upon project scope, project delivery milestones, funding deadlines, project reporting and deliverable deadlines; and
4. APPLICANT commits to delivering the PROJECT consistently with the Commission approved CIP Programming Guidelines and CIP policies, as they may change, for the funds awarded by the Commission to the PROJECT; and
5. APPLICANT will commit matching funds as proposed in the APPLICATION against the awarded ALAMEDA CTC ADMINISTERED FUNDS by phase in the amount(s) of $925,000 anticipated to be from TDA Article 3 funding and regional non-discretionary funding source(s); and
6. APPLICANT will provide any additional funding that may be required beyond the original proposed APPLICATION match amount to deliver the phase of the PROJECT that is awarded with ALAMEDA CTC ADMINISTERED FUNDS; and
7. APPLICANT understands that ALAMEDA CTC ADMINISTERED FUNDS awarded to the PROJECT are limited to the Commission approved programmed amount by phase, and therefore any cost increases or unexpected funding shortfalls cannot be expected to be funded by shifting funds between phases, or by requesting additional ALAMEDA CTC ADMINISTERED FUNDS; and
8. APPLICANT understands that any cost savings in the ALAMEDA CTC-funded phase(s) will be shared proportionally between APPLICANT and ALAMEDA CTC; and
9. APPLICANT will comply with the applicable requirements set forth in ALAMEDA CTC's Local Business Contract Equity ("LBCE") Program and related exhibits, as applicable, for professional services and construction contracts funded with Measure B, Measure BB, and/or VRF funds, such

as including LBCE Program goal(s) and provisions in applicable solicitations and resulting contracts, providing timely notification to ALAMEDA CTC of applicable solicitations prior to advertisement, and adhering to reporting requirements.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 14, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Senior Assistant City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.7**

DATE: September 14, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing filing an application for Alameda County Transportation Commission administered funding of $3,188,000 for the Isabel Pedestrian Bridge and Trail Project TB202618 via the 2028 Comprehensive Investment Plan and committing any necessary matching funds and stating assurances to complete the project.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing filing an application for Alameda County Transportation Commission administered funding of $3,188,000 for the Isabel Pedestrian Bridge and Trail Project TB202618 via 2028 Comprehensive Investment Plan and committing any necessary matching funds and stating assurances to complete the project.

SUMMARY

The City of Livermore (City) is a recipient of various discretionary local funding administered by the Alameda County Transportation Commission (ACTC) via Comprehensive Investment Plan (CIP). The 2028 CIP funding is available for the bicycle and/or pedestrian capital projects and requires the project to be programmed in the Alameda County 2026 Countywide Transportation Plan (CTP). In addition, the local City Council must authorize filing the application request for 2028 CIP funding.

The Isabel Pedestrian Bridge and Trail Project will close a critical gap of the existing Arroyo Mocho Trail, between the trail segment constructed as part of the Oaks Business Park and related development area west of Isabel Avenue, and the existing trail segment to the east along the Union Pacific Railroad. The proposed trail overcrossing is identified as Trail T19 in the Livermore Bicycle, Pedestrian, and Trails Active Transportation Plan.

Staff recommends the City Council authorizes filing an application request for $3,188,000 in 2028 CIP funding for the Isabel Pedestrian Bridge and Trail Project TB202618, commits $1,063,000 of matching funds and states assurances to complete the project. Staff is requesting authorizations to file grant applications for two additional projects (East Avenue Corridor Active Transportation Plan Implementation Project TB202222 and Citywide Traffic Signal Upgrade and Interactive Dashboard Project TC202020) as separate Council items at this meeting.

DISCUSSION

The Comprehensive Investment Plan (CIP) is Alameda CTC's near-term strategic planning and programming document through which fund sources administered by Alameda CTC are programmed through a consolidated process to maximize investments in transportation infrastructure and program operations needs that are essential for enhancing, developing and maintaining the county's multi-modal transportation system.

The 2028 CIP includes a call for projects for $200 million in combined Alameda CTC-administered discretionary local funding sources, including Measures B and BB (MB/MBB), Vehicle Registration Fee (VRF), Transportation Fund for Clean Air (TFCA), I-580 Toll Revenues, federal One Bay Area Grant Program Cycle 4 (OBAG 4), and Community Action Resource and Empowerment (CARE) funding for eligible capital projects and programs within Alameda County.

The eligible project categories include:

- Bicycle and/or pedestrian capital projects and programs
- Complete streets capital and road improvement projects
- Transit-related capital projects
- Shuttle and other program operations
- Technology Projects
- Plans

The eligible projects and programs must be included in or wholly consistent with the 2026 Countywide Transportation Plan (CTP) project list and meet the required minimum match. In addition, a separate governing body-approved resolution of local support is required to be submitted with each 2028 CIP application. Available funding will be prioritized towards eligible projects that can demonstrate construction readiness or begin operations within the first two years of the 2028 CIP (FY2027-28 and FY2028-29).

Based on the above requirements, staff recommends the City Council authorize filing an application request for $3,188,000 in 2028 CIP funding for the Isabel Pedestrian Bridge and Trail Project TB202618.

The Isabel Pedestrian Bridge and Trail Project TB202618 will construct an approximately 250-foot-long pedestrian and bicycle bridge over Isabel Avenue, connecting the newly constructed Arroyo Mocho Trail segment west of Isabel Avenue within the industrial business park area to the existing Arroyo Mocho Trail segment to the east.

Under the Development Agreement for the SMP 40 development project, the developer will fund the design of the bridge and associated trail segments, as well as $750,000 of the construction costs. The City will fund the remaining construction costs based on an approved construction cost estimate, less the developer's $750,000 contribution.

The developer of SMP 40 is currently working with Caltrans to obtain an encroachment permit. Construction is expected to start in Summer 2027. The project scope and schedule meet the requirements of the 2028 CIP funding.

FISCAL AND ADMINISTRATIVE IMPACTS

The Isabel Pedestrian Bridge and Trail Project TB202618 is currently funded in the 2025-2030 Capital Improvement Plan with a total of $3,750,000. Funding is from Traffic Impact Fee (Fund 510). This 2028 CIP funding of $3,188,000 will augment the existing budget and help reduce the amount needed from the current funding source. Existing project funds are sufficient to provide the required $1,063,000 local match for the 2028 CIP funding. Budget adjustments will be requested if grant funds are awarded for the project.

COMMUNITY PILLAR

1: A Safe Community That Thrives

GOAL

10: Work to maintain a safe and efficient local transportation network and address safety concerns

ATTACHMENTS

1. Project Map
2. Resolution

Prepared by: Joanna Liu
Senior Transportation Engineer

Approved by:

Marianna A. Burch
City Manager

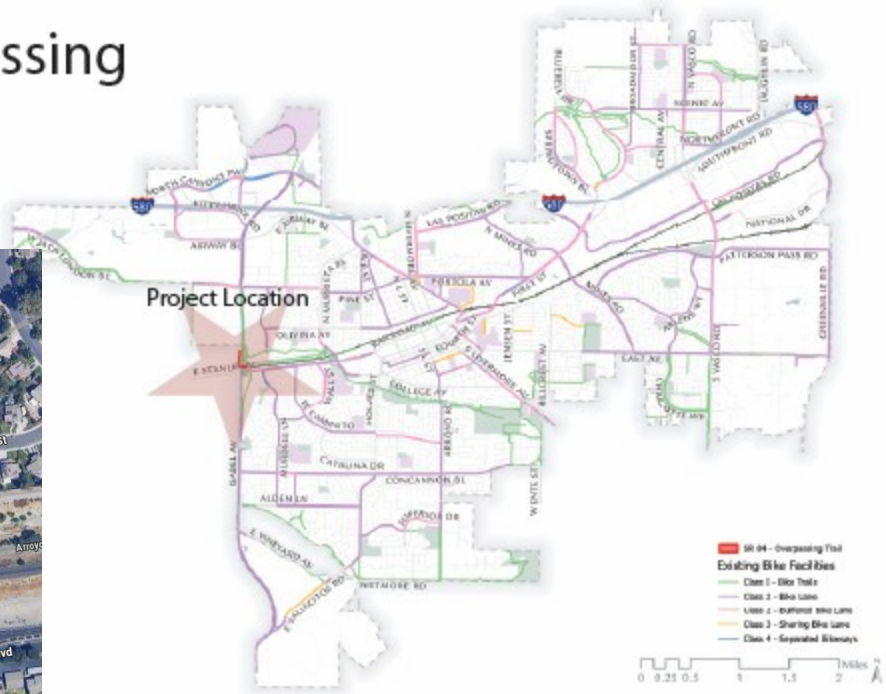
Fiscal Review by:

Kristen Hilton
Acting Administrative Services Director

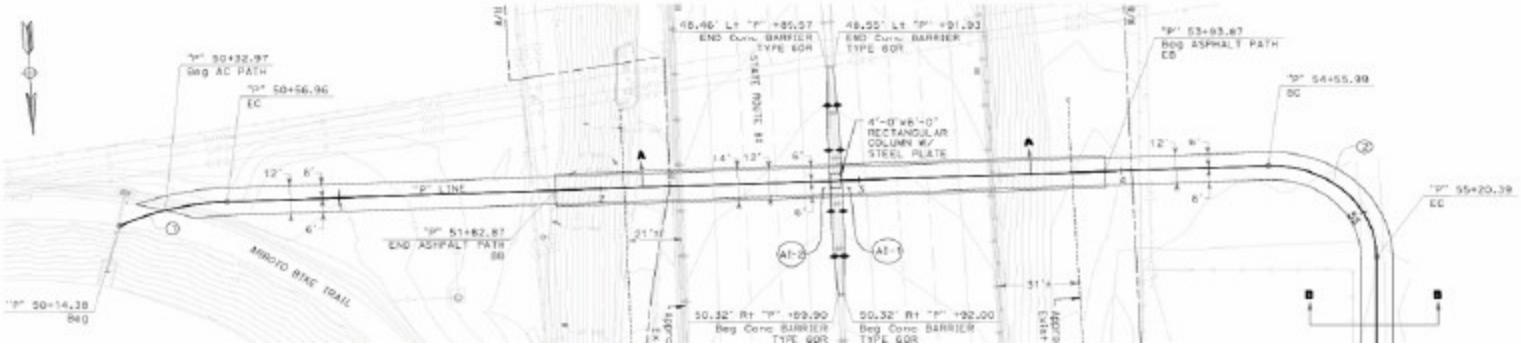
Project- SR-84 Trail Overcrossing and Connection

Project Location
Overcrossing Trail over SR-84

Detail of the Trail



City of Livermore and Bike Network



IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR ALAMEDA COUNTY TRANSPORTATION COMMISSION ADMINISTERED FUNDING OF $3,188,000 FOR THE ISABEL PEDESTRIAN BRIDGE AND TRAIL PROJECT TB202618 VIA THE 2028 COMPREHENSIVE INVESTMENT PLAN AND COMMITTING ANY NECESSARY MATCHING FUNDS AND STATING ASSURANCES TO COMPLETE THE PROJECT

WHEREAS, the Alameda County Transportation Commission ("ALAMEDA CTC") administers funding programs for projects and programs that benefit the Alameda County transportation system, consisting of 2000 Measure B, 2010 Vehicle Registration Fee ("VRF"), 2014 Measure BB, I-580 Toll Revenues, Congestion Management Agency Transportation Improvement Program (CMA-TIP), and Transportation Fund for Clean Air Programs, and such funding is collectively defined as and shall be referenced herein as the "ALAMEDA CTC ADMINISTERED FUNDS"; and

WHEREAS, the ALAMEDA CTC adopted 2028 Comprehensive Investment Plan ("CIP") Guidelines at its Commission meeting on May 28, 2026, which includes procedures governing the 2028 CIP application process, programming guidelines, and eligible uses of ALAMEDA CTC ADMINISTERED FUNDS;

WHEREAS, City of Livermore ("APPLICANT") is the project sponsor for the Isabel Pedestrian Bridge and Trail Project ("PROJECT")].

WHEREAS, the PROJECT will construct a safe, grade-separated crossing of SR-84 for pedestrians and bicyclists while closing a critical gap in the regional trail system; and

WHEREAS, as the Project Sponsor, APPLICANT has the legal authority to apply for funding for PROJECT and plans to submit a 2028 CIP application ("APPLICATION") to ALAMEDA CTC for $3,188,000; and

WHEREAS, there are no legal impediments to APPLICANT applying for funding and there is no active, pending or threatened litigation that may adversely affect the proposed PROJECT or the ability of APPLICANT to deliver such PROJECT; and

WHEREAS, APPLICANT authorizes its City Manager or designee to execute and file an application with ALAMEDA CTC for discretionary ALAMEDA CTC ADMINISTERED FUNDS for the PROJECT as referenced in this Resolution; and

WHEREAS, as part of the requirements to apply and receive ALAMEDA CTC ADMINISTERED FUNDS, ALAMEDA CTC requires a resolution adopted by the responsible implementing agency stating the following:

1. APPLICANT will implement the PROJECT as described in the APPLICATION; and
2. APPLICANT will have adequate staffing resources to deliver and complete the PROJECT within the time period identified in the APPLICATION; and
3. APPLICANT understands it will enter into a Project Funding Agreement ("AGREEMENT") with ALAMEDA CTC, and will comply with the AGREEMENT's requirements, including adherence to the agreed upon project scope, project delivery milestones, funding deadlines, project reporting and deliverable deadlines; and
4. APPLICANT is committed to deliver the PROJECT consistently with the Commission approved CIP Programming Guidelines and CIP policies, as they may change, for the funds awarded by the Commission to the PROJECT; and
5. APPLICANT is committed to secure matching funds as proposed in the APPLICATION required for awarded ALAMEDA CTC ADMINISTERED FUNDS, by phase; and
6. APPLICANT is committed to provide any additional funding that may be required beyond the original proposed APPLICATION match amount to deliver the phase of the PROJECT that is awarded with ALAMEDA CTC ADMINISTERED FUNDS; and
7. APPLICANT understands that ALAMEDA CTC ADMINISTERED FUNDS awarded to the PROJECT is limited to the Commission approved programmed amount by phase, and therefore any cost increases or unexpected funding shortfalls cannot be expected to be funded by shifting funds between phases, or by requesting additional ALAMEDA CTC ADMINISTERED FUNDS; and
8. APPLICANT understands that any cost savings in the ALAMEDA CTC-funded phase(s) will be shared proportionally between APPLICANT and ALAMEDA CTC; and
9. APPLICANT is committed to comply with the applicable requirements set forth in ALAMEDA CTC's Local Business Contract Equity ("LBCE") Program and related exhibits, as applicable, for professional services and construction contracts funded with Measure B, Measure BB, and/or VRF funds, such as including LBCE Program goal(s) and provisions in applicable solicitations and resulting contracts, providing timely notification to ALAMEDA CTC of applicable solicitations prior to advertisement, and adhering to reporting requirements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that APPLICANT is authorized to file an APPLICATION to ALAMEDA CTC for funding for the PROJECT; and

BE IT FURTHER RESOLVED, that APPLICANT hereby confirms that there is no pending or threatened litigation that might in any way adversely affect APPLICANT's ability to implement and deliver the proposed PROJECT;

BE IT FURTHER RESOLVED, that APPLICANT authorizes its City Manager or designee to execute the funding AGREEMENT with ALAMEDA CTC;

BE IT FURTHER RESOLVED, that APPLICANT shall provide ALAMEDA CTC with a fully-executed copy of this Resolution concurrently with submittal of the APPLICATION; and

BE IT FURTHER RESOLVED, that the City Council of APPLICANT, by adopting this resolution, hereby confirms that:

1. APPLICANT will commit to implementing the PROJECT as described in the APPLICATION; and
2. APPLICANT will have adequate staffing resources to deliver and complete the PROJECT within the time period identified in the application; and
3. APPLICANT understands it will enter into an AGREEMENT with ALAMEDA CTC, and will comply with the AGREEMENT 's requirements, including adherence to the completion of the agreed upon project scope, project delivery milestones, funding deadlines, project reporting and deliverable deadlines; and
4. APPLICANT commits to delivering the PROJECT consistently with the Commission approved CIP Programming Guidelines and CIP policies, as they may change, for the funds awarded by the Commission to the PROJECT; and
5. APPLICANT will commit matching funds as proposed in the APPLICATION against the awarded ALAMEDA CTC ADMINISTERED FUNDS by phase in the amount of $1,063,000 anticipated to be from City's Traffic Impact Fee; and
6. APPLICANT will provide any additional funding that may be required beyond the original proposed APPLICATION match amount to deliver the phase of the PROJECT that is awarded with ALAMEDA CTC ADMINISTERED FUNDS; and
7. APPLICANT understands that ALAMEDA CTC ADMINISTERED FUNDS awarded to the PROJECT are limited to the Commission approved programmed amount by phase, and therefore any cost increases or unexpected funding shortfalls cannot be expected to be funded by shifting funds between phases, or by requesting additional ALAMEDA CTC ADMINISTERED FUNDS; and
8. APPLICANT understands that any cost savings in the ALAMEDA CTC-funded phase(s) will be shared proportionally between APPLICANT and ALAMEDA CTC; and
9. APPLICANT will comply with the applicable requirements set forth in ALAMEDA CTC's Local Business Contract Equity ("LBCE") Program and related exhibits, as applicable, for professional services and construction contracts funded with Measure B, Measure BB, and/or VRF funds, such as including LBCE Program goal(s) and provisions in applicable solicitations and resulting contracts, providing timely notification to ALAMEDA CTC of applicable solicitations prior to advertisement, and adhering to reporting requirements.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 14, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Senior Assistant City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.8**

DATE: September 14, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing filing an application for Alameda County Transportation Commission administered funding of $4,566,000 for the Citywide Traffic Signal Upgrade and Interactive Dashboard Project TC202020 via the 2028 Comprehensive Investment Plan and committing any necessary matching funds and stating assurances to complete the project.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the filing of an application for Alameda County Transportation Commission administered funding of $4,566,000 for the Citywide Traffic Signal Upgrade and Interactive Dashboard Project TC202020 via the 2028 Comprehensive Investment Plan and committing any necessary matching funds and stating assurances to complete the project.

SUMMARY

The City of Livermore (City) is a recipient of discretionary local funding administered by the Alameda County Transportation Commission (ACTC) via Comprehensive Investment Plan (CIP). The 2028 CIP funding is available for technology projects and requires the project to be programmed in the Alameda County 2026 Countywide Transportation Plan (CTP). In addition, the local City Council must approve the request for application of the 2028 CIP funding.

The Citywide Traffic Signal Upgrade and Interactive Dashboard Project TC202020 will modernize signalized intersections along several major corridors in Livermore by deploying an integrated Intelligent Transportation System (ITS) that combines advanced traffic detection systems, upgraded communications infrastructure, Advanced Transportation Controller (ATC) cabinets and controllers, and a centralized traffic management dashboard. The project will transform conventional traffic signals into connected, smart intersections to enhance transportation safety, operational efficiency, mobility, and environmental sustainability.

Staff recommends the City Council authorize filing an application request for $4,566,000 in 2028 CIP funding for the Citywide Traffic Signal Upgrade and Interactive Dashboard Project TC202020, commit $1,523,000 of matching funds, and state assurances to complete the Project. Staff is requesting

authorization to file grant applications for two additional projects (Isabel Pedestrian Bridge and Trail Project TB202618 and East Avenue Corridor Active Transportation Plan Implementation Project TB202222) as separate Council items at this meeting.

DISCUSSION

The CIP is Alameda County Transportation Commission's (CTC) near-term strategic planning and programming document through which fund sources administered by Alameda CTC are programmed through a consolidated process to maximize investments in transportation infrastructure and program operations needs that are essential for enhancing, developing, and maintaining the county's multi-modal transportation system.

The 2028 CIP includes a call for projects for $200 million in combined Alameda CTC-administered discretionary local funding sources, including Measures B and BB (MB/MBB), Vehicle Registration Fee (VRF), Transportation Fund for Clean Air (TFCA), I-580 Toll Revenues, federal One Bay Area Grant Program Cycle 4 (OBAG 4), and Community Action Resource and Empowerment (CARE) funding for eligible capital projects and programs within Alameda County.

The eligible project categories include:

- Bicycle and/or pedestrian capital projects and programs
- Complete streets capital and road improvement projects
- Transit-related capital projects
- Shuttle and other program operations
- Technology projects
- Plans

The eligible projects and programs must be included in or wholly consistent with the CTP project list and meet the required minimum match. In addition, a separate governing body-approved resolution of local support is required to be submitted with each 2028 CIP application. Available funding will be prioritized for eligible projects that can demonstrate construction readiness or begin operations within the first two years of the 2028 CIP (FY 2027-28 and FY 2028-29).

Based on the above requirements, staff recommends the City Council authorize the filing of an application request for $4,566,000 in 2028 CIP funding for the Citywide Traffic Signal Upgrade and Interactive Dashboard Project TC202020.

The Citywide Traffic Signal Upgrade and Interactive Dashboard Project will modernize the City's traffic signal infrastructure by replacing outdated video detection cameras with advanced AI-enabled traffic detection systems. These new systems will improve roadway safety through enhanced detection capabilities, including advanced dilemma zone detection and more reliable detection of bicyclists and pedestrians.

The project will also install cellular communications infrastructure at signalized intersections where fiber and radio communications are either not feasible or not providing a good benefit-cost ratio.

In addition, the project will replace obsolete traffic signal cabinets with ATC cabinets. These upgraded cabinets are designed to support emerging transportation technologies, including connected and

autonomous vehicles, and enhance the long-term adaptability of the City's traffic management system. Traffic signal controllers will also be upgraded to provide full compatibility with the ATC platform. To further improve accessibility and meet current standards, existing pedestrian push-button systems will be upgraded with Accessible Pedestrian Signal (APS) devices, providing safer and more accessible crossing assistance for individuals with disabilities.

The video detection system replacement and cellular communications infrastructure are ready for construction pending available funding. The design for cabinet replacements will commence as soon as funding becomes available and is expected to be completed within six months. The project scope and schedule meet the requirements of the 2028 CIP funding.

FISCAL AND ADMINISTRATIVE IMPACTS

The Citywide Traffic Signal Upgrade and Interactive Dashboard Project are currently included in the 2025-2030 Capital Improvement Plan as Traffic Signal Modification Project TC202020 and funded with a total of $300,000 from Measure BB-Local Street & Road (Fund 552). This 2028 CIP funding of $4,566,000 will augment the existing budget and help reduce the amount needed from the current funding source. Existing project funds are insufficient to provide the required $1,523,000 local match for the 2028 CIP funding. Budget adjustments and roadway funding appropriations will be requested if grant funds are awarded for the project.

COMMUNITY PILLAR

1: A Safe Community That Thrives

GOAL

10: Work to maintain a safe and efficient local transportation network and address safety concerns

ATTACHMENTS

1. Project Location Map
2. Resolution

Prepared by: Joanna Liu
Senior Transportation Engineer

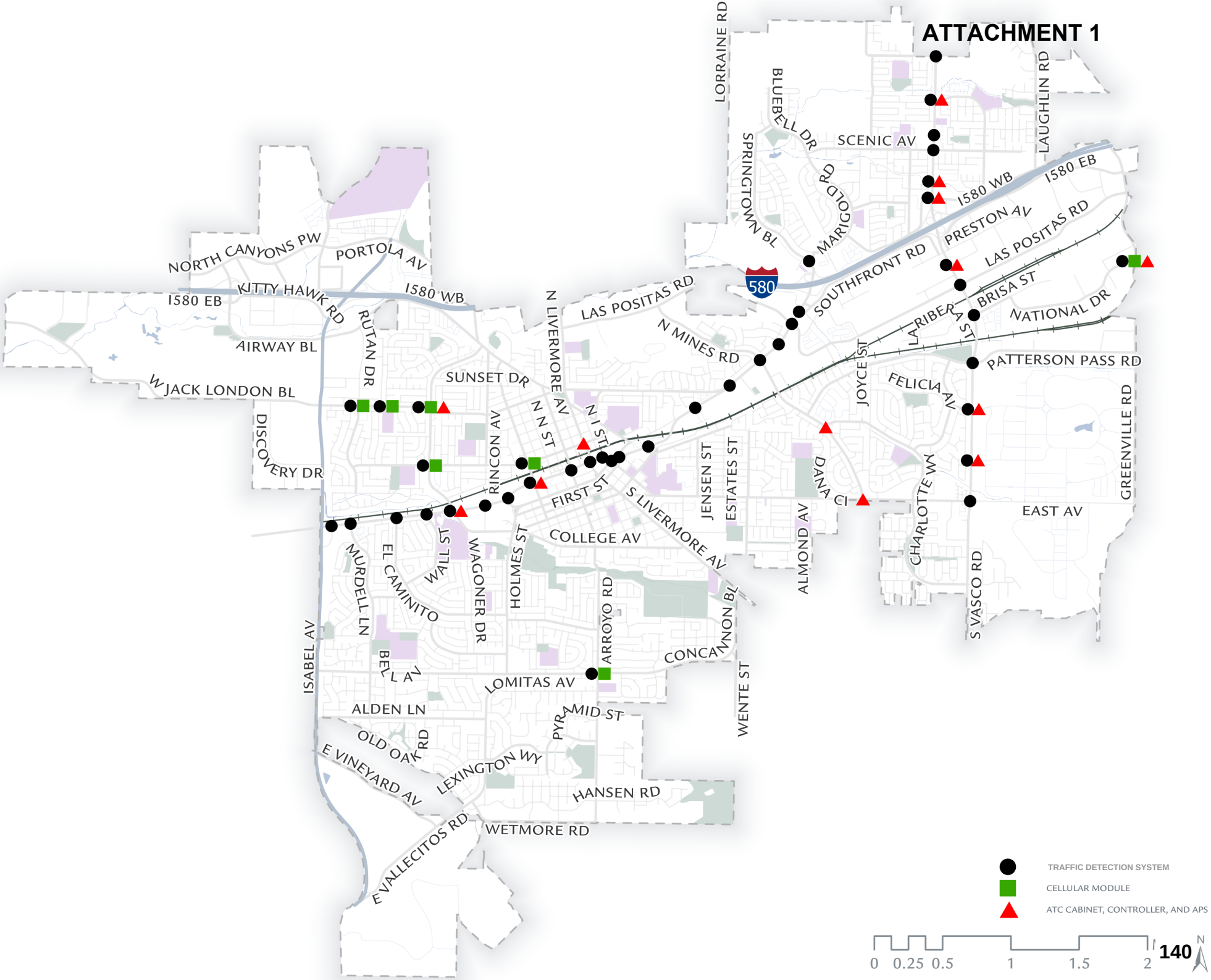
Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Kristen Hilton
Acting Administrative Services Director

ATTACHMENT 1



IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR ALAMEDA COUNTY TRANSPORTATION COMMISSION ADMINISTERED FUNDING OF $4,566,000 FOR THE CITYWIDE TRAFFIC SIGNAL UPGRADE AND INTERACTIVE DASHBOARD PROJECT TC202020 VIA THE 2028 COMPREHENSIVE INVESTMENT PLAN AND COMMITTING ANY NECESSARY MATCHING FUNDS AND STATING ASSURANCES TO COMPLETE THE PROJECT

WHEREAS, the Alameda County Transportation Commission ("ALAMEDA CTC") administers funding programs for projects and programs that benefit the Alameda County transportation system, consisting of 2000 Measure B, 2010 Vehicle Registration Fee ("VRF"), 2014 Measure BB, I-580 Toll Revenues, Congestion Management Agency Transportation Improvement Program (CMA-TIP), and Transportation Fund for Clean Air Programs, and such funding is collectively defined as and shall be referenced herein as the "ALAMEDA CTC ADMINISTERED FUNDS"; and

WHEREAS, the ALAMEDA CTC adopted 2028 Comprehensive Investment Plan ("CIP") Guidelines at its Commission meeting on May 28, 2026 which includes procedures governing the 2028 CIP application process, programming guidelines, and eligible uses of ALAMEDA CTC ADMINISTERED FUNDS;

WHEREAS, City of Livermore ("APPLICANT") is the project sponsor for the Citywide Traffic Signal Upgrade and Interactive Dashboard Project ("PROJECT").

WHEREAS, the PROJECT will modernize the City's traffic signal infrastructure by installing AI-enabled traffic detection cameras, Advanced Transportation Controller (ATC) cabinets, ATC traffic signal controllers, cellular communication modules, and Accessible Pedestrian Signals (APS) at key intersections throughout Livermore. In addition, the City aims to create an interactive collision dashboard; and

WHEREAS, as the Project Sponsor, APPLICANT has the legal authority to apply for funding for PROJECT and plans to submit a 2028 CIP application ("APPLICATION") to ALAMEDA CTC for $4,566,000; and

WHEREAS, there are no legal impediments to APPLICANT applying for funding and there is no active, pending or threatened litigation that may adversely affect the proposed PROJECT or the ability of APPLICANT to deliver such PROJECT; and

WHEREAS, APPLICANT authorizes its City Manager or designee to execute and file an application with ALAMEDA CTC for discretionary ALAMEDA CTC ADMINISTERED FUNDS for the PROJECT as referenced in this Resolution; and

WHEREAS, as part of the requirements to apply and receive ALAMEDA CTC ADMINISTERED FUNDS, ALAMEDA CTC requires a resolution adopted by the responsible implementing agency stating the following:

1. APPLICANT will implement the PROJECT as described in the APPLICATION; and
2. APPLICANT will have adequate staffing resources to deliver and complete the PROJECT within the time period identified in the APPLICATION; and
3. APPLICANT understands it will enter into a Project Funding Agreement ("AGREEMENT") with ALAMEDA CTC, and will comply with the AGREEMENT 's requirements, including adherence to the agreed upon project scope, project delivery milestones, funding deadlines, project reporting and deliverable deadlines; and
4. APPLICANT is committed to deliver the PROJECT consistently with the Commission approved CIP Programming Guidelines and CIP policies, as they may change, for the funds awarded by the Commission to the PROJECT; and
5. APPLICANT is committed to secure matching funds as proposed in the APPLICATION required for awarded ALAMEDA CTC ADMINISTERED FUNDS, by phase; and
6. APPLICANT is committed to provide any additional funding that may be required beyond the original proposed APPLICATION match amount to deliver the phase of the PROJECT that is awarded with ALAMEDA CTC ADMINISTERED FUNDS; and
7. APPLICANT understands that ALAMEDA CTC ADMINISTERED FUNDS awarded to the PROJECT is limited to the Commission approved programmed amount by phase, and therefore any cost increases or unexpected funding shortfalls cannot be expected to be funded by shifting funds between phases, or by requesting additional ALAMEDA CTC ADMINISTERED FUNDS; and
8. APPLICANT understands that any cost savings in the ALAMEDA CTC-funded phase(s) will be shared proportionally between APPLICANT and ALAMEDA CTC; and
9. APPLICANT is committed to comply with the applicable requirements set forth in ALAMEDA CTC's Local Business Contract Equity ("LBCE") Program and related exhibits, as applicable, for professional services and construction contracts funded with Measure B, Measure BB, and/or VRF funds, such as including LBCE Program goal(s) and provisions in applicable solicitations and resulting contracts, providing timely notification to ALAMEDA CTC of applicable solicitations prior to advertisement, and adhering to reporting requirements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that APPLICANT is authorized to file an APPLICATION to ALAMEDA CTC for funding for the PROJECT;

BE IT FURTHER RESOLVED, that APPLICANT hereby confirms that there is no pending or threatened litigation that might in any way adversely affect APPLICANT's ability to implement and deliver the proposed PROJECT;

BE IT FURTHER RESOLVED, that APPLICANT authorizes its City Manager or designee to execute the funding AGREEMENT with ALAMEDA CTC;

BE IT FURTHER RESOLVED, that APPLICANT shall provide ALAMEDA CTC with a fully-executed copy of this Resolution concurrently with submittal of the APPLICATION; and

BE IT FURTHER RESOLVED, that the City Council of APPLICANT, by adopting this resolution, hereby confirms that:

1. APPLICANT will commit to implementing the PROJECT as described in the APPLICATION; and
2. APPLICANT will have adequate staffing resources to deliver and complete the PROJECT within the time period identified in the application; and
3. APPLICANT understands it will enter into an AGREEMENT with ALAMEDA CTC, and will comply with the AGREEMENT's requirements, including adherence to the completion of the agreed upon project scope, project delivery milestones, funding deadlines, project reporting and deliverable deadlines; and
4. APPLICANT commits to delivering the PROJECT consistently with the Commission approved CIP Programming Guidelines and CIP policies, as they may change, for the funds awarded by the Commission to the PROJECT; and
5. APPLICANT will commit matching funds as proposed in the APPLICATION against the awarded ALAMEDA CTC ADMINISTERED FUNDS by phase in the amount(s) of $1,523,000 anticipated to be from regional non-discretionary funding source(s); and
6. APPLICANT will provide any additional funding that may be required beyond the original proposed APPLICATION match amount to deliver the phase of the PROJECT that is awarded with ALAMEDA CTC ADMINISTERED FUNDS; and
7. APPLICANT understands that ALAMEDA CTC ADMINISTERED FUNDS awarded to the PROJECT are limited to the Commission approved programmed amount by phase, and therefore any cost increases or unexpected funding shortfalls cannot be expected to be funded by shifting funds between phases, or by requesting additional ALAMEDA CTC ADMINISTERED FUNDS; and
8. APPLICANT understands that any cost savings in the ALAMEDA CTC-funded phase(s) will be shared proportionally between APPLICANT and ALAMEDA CTC; and
9. APPLICANT will comply with the applicable requirements set forth in ALAMEDA CTC's Local Business Contract Equity ("LBCE") Program and related exhibits, as applicable, for professional services and construction

contracts funded with Measure B, Measure BB, and/or VRF funds, such as including LBCE Program goal(s) and provisions in applicable solicitations and resulting contracts, providing timely notification to ALAMEDA CTC of applicable solicitations prior to advertisement, and adhering to reporting requirements.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 14, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Senior Assistant City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.9**

DATE: September 14, 2026

TO: Honorable Mayor and City Council

FROM: Brandon Cardwell, Innovation and Economic Development Director

SUBJECT: Resolution to declare a portion of 7.6 acres of City-owned real property, commonly known as Hagemann Park, as exempt surplus land under the Surplus Land Act.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution to declare approximately 3,124 square feet of City-owned property, referred to as a portion of Assessor's Parcel Number (APN) 099-0189-001, as exempt surplus land under the Surplus Land Act because it qualifies for the “small surplus land parcels” exemption established in Section 54221(f)(1)(B) of the Act and Section 103(c)(3) of the Guidelines; and direct the Innovation and Economic Development Department Director, or his designee, to provide a copy of this resolution to HCD at least thirty (30) days prior to the disposition of a portion of the City owned property.

SUMMARY

The Livermore Heritage Guild (the Guild) proposes to relocate and restore the historic Midway School building on an approximately 3,124-square-foot portion (the Premises) of City-owned Hagemann Park (the Property) and operate it as a public museum. To facilitate a future long-term lease of the Premises, the City must comply with the California Surplus Land Act (SLA).

Staff determined that the Premises qualifies as exempt surplus land under the SLA’s exemption for certain parcels smaller than one-half acre. The California Department of Housing and Community Development (HCD) has preliminarily concurred with this determination in written correspondence.

Adoption of the proposed resolution would declare the Premises exempt surplus land but would not authorize the lease or any physical improvements. Following adoption, staff would submit the resolution and supporting findings to HCD for review. After completion of that review, staff would return to the City Council separately for consideration of the proposed lease.

DISCUSSION

In July 2025, the Guild approached the City about relocating the historic Midway School building from its rural location in the Altamont Hills to an area adjacent to the Guild’s existing Hagemann Ranch site. The

proposed location is within the Property, which is owned by the City and maintained and operated by the Livermore Area Recreation and Park District (LARPD).

City staff worked with the Guild and LARPD to identify a location within Hagemann Park where the Guild could restore and operate the Midway School building as a public museum while avoiding disruption to existing park operations. The identified location is an approximately 3,124-square-foot area depicted in Exhibit B (the Premises).

The California Surplus Land Act (Government Code section 54220 et seq.; SLA) requires a local agency to declare land either "surplus land" or "exempt surplus land," supported by written findings, before taking action to dispose of the land.

Under Government Code section 54221(d) and section 102(i)(1)(B) of the California Department of Housing and Community Development's (HCD) Updated Surplus Land Act Guidelines (Guidelines), a lease entered into on or after January 1, 2024, constitutes a disposition if its total potential term exceeds 15 years, including any extension or renewal options provided in the initial lease. A lease whose total potential term is 15 years or less does not constitute a disposition. A lease on which no development or demolition will occur also does not constitute a disposition, regardless of its term.

The contemplated lease would have an initial term of five years and four five-year extensions, for a maximum potential term of 25 years. Because the project would involve relocating, placing, and restoring the Midway School building and completing associated site improvements, staff is treating the proposed lease as involving development and as a disposition subject to the SLA.

Land that qualifies and is declared "exempt surplus land" is not subject to the SLA's standard notice-of-availability and good-faith negotiation procedures. Exempt surplus land includes land of less than one-half acre (21,780 square feet) that is not contiguous to land owned by the state or a local agency and used for open-space or low- and moderate-income housing purposes.

Staff evaluated the Premises and determined that it qualifies as exempt surplus land under Government Code section 54221(f)(1)(B) and section 103(c)(3) of the Guidelines. The Premises contains approximately 3,124 square feet, or 0.072 acre. Based on the configuration and surrounding uses depicted in Attachment 1, which includes residential property under private ownership, non-residential property under private ownership, and park properties owned by the City of Livermore, as well as HCD's written correspondence, staff determined that the adjoining City-owned community park property does not disqualify the Premises from this exemption. HCD has preliminarily concurred, based on the information provided by the City, that the Premises qualifies as exempt surplus land.

Following adoption of the resolution, staff will submit the adopted resolution and supporting written findings to HCD through the Surplus Land Portal at least 30 days before execution of the proposed lease. HCD will review the declaration for compliance with the SLA and may notify the City if it determines that the declaration or proposed disposition violates the SLA. Staff will not present the proposed lease for approval until HCD has completed its review and the City has addressed any resulting findings.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no significant Fiscal or Administrative Impacts as a result of adopting this resolution.

COMMUNITY PILLAR

4: Inclusive and Inviting Spaces and Places

GOAL

1: Further enhance Livermore's unique sense of place.

ATTACHMENTS

1. Location Map
2. Resolution
3. Exhibit A - Property
4. Exhibit B - Premises

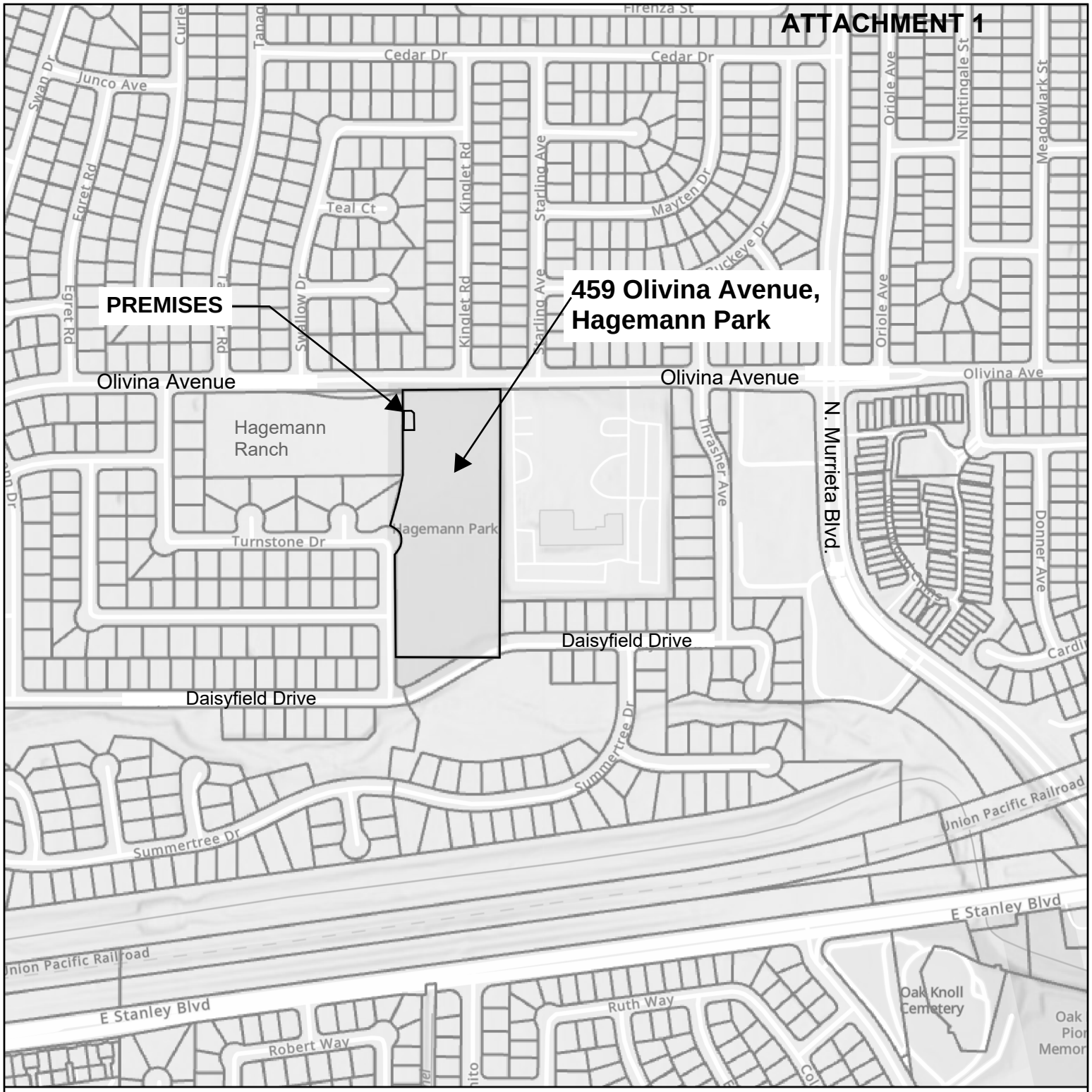
Prepared by: Mike Pato
Sr. Management Analyst (Ret. Ann.)

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Kristen Hilton
Acting Administrative Services Director



N

LEGEND

ALL LOCATIONS ARE APPROXIMATE

Parcels

Livermore City Limits

Alameda County

World_Hillshade

0 0.03 0.07 0.13

mi

CITY OF LIVERMORE CALIFORNIA

Location Map

Date: 1/8/2026

Path: /Web Map

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION DECLARING A PORTION OF 7.6 ACRES OF REAL PROPERTY COMMONLY KNOWN AS HAGEMMAN PARK AS EXEMPT SURPLUS LAND UNDER THE SURPLUS LAND ACT

The California Surplus Land Act, commencing with section 54220 of the Government Code ("the Act"), requires a local agency to formally declare property either "surplus land" or "exempt surplus land" before disposing of surplus property. "Surplus land" is land owned in fee simple for which a local agency's governing body takes formal action at a regular public meeting declaring that such land is surplus and is not necessary for the agency's use.

Section 102(i)(1)(B) of the California Department of Housing and Community Development's ("HCD") Updated Surplus Land Act Guidelines ("the Guidelines") defines "disposition of surplus land" as, among other things, the entering of a lease, on or after January 1, 2024, for surplus land for a term longer than 15 years, inclusive of any extension or renewal options included in the terms of the initial lease. A lease with a term of 15 years or less that includes an option to extend or renew the lease is a disposition if the sum of the term of the original lease and the extension or renewal periods is greater than 15 years.

Surplus land qualifying and declared as "exempt surplus land" is not subject to the disposition procedures in the Act. "Exempt surplus land" includes certain small surplus land parcels of less than one-half acre (i.e., 21,780 square feet) that are not contiguous to land owned by the state or a local agency that is used for open-space or for low- and moderate-income housing purposes.

The City of Livermore is the fee owner of approximately 7.6 acres of real property commonly known as Hagemann Park located in the City of Livermore and referred to as Assessor's Parcel Number 099-0189-001, and more particularly described in Exhibit A hereto ("the Property"). The Livermore Heritage Guild desires to lease from the City an approximately 3,124 square foot portion of the Property from the City, as more particularly depicted in Exhibit B hereto, ("the Premises") for the purposes of installing, restoring, and operating a historic schoolhouse as a museum. The Property and Premises are surrounded by: (1) residential property under private ownership; (2) non-residential property under private ownership; and (3) park properties owned by the City of Livermore.

Pursuant to the Act, staff evaluated the Premises and determined that it: (1) is approximately 0.07 acres (i.e., 3,124 square feet), which is below the one-half acre threshold (i.e., 21,780 square feet) in the small surplus land parcel exemption in the Act; (2) is not contiguous to land owned by the state or a local agency that is used for open-space or low- and moderate-income housing purposes; and, thus, (3) qualifies as "exempt surplus land" as that term is defined in Section 54221(f)(1)(B) of the Act and Section 103(c)(3) of the Guidelines. Because the Premises constitutes "exempt surplus land," it

is not subject to the disposition requirements of the Act, including, without limitation, the requirement to send a written notice of the availability pursuant to Section 54222 of the Act.

The City Council has reviewed this resolution and now desires to declare that the portion of the Property defined as the Premises is “exempt surplus land” under the Act based on the findings and justifications contained in this resolution.

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

1. The recitals set forth above are true and correct and are incorporated herein as the findings of the City Council of the City of Livermore.

2. Based on these findings, it finds and declares that the Premises depicted in Exhibit B hereto is, pursuant to the Act, exempt surplus land because it qualifies for the “small surplus land parcels” exemption established in Section 54221(f)(1)(B) of the Act and Section 103(c)(3) of the Guidelines.

3. It directs the Innovation and Economic Development Department Director, or his designee, to provide a copy of this resolution to HCD at least thirty (30) days prior to the disposition of the Premises.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 14, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

APPROVED AS TO FORM:

_____
Olivia Nashed
City Clerk

/s/ Molly A. O’Toole
Molly A. O’Toole
Assistant City Attorney

Exhibit A – Property
Exhibit B – Premises

EXHIBIT A - PROPERTY

LEGAL DESCRIPTION

REAL PROPERTY SITUATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AS FOLLOWS:

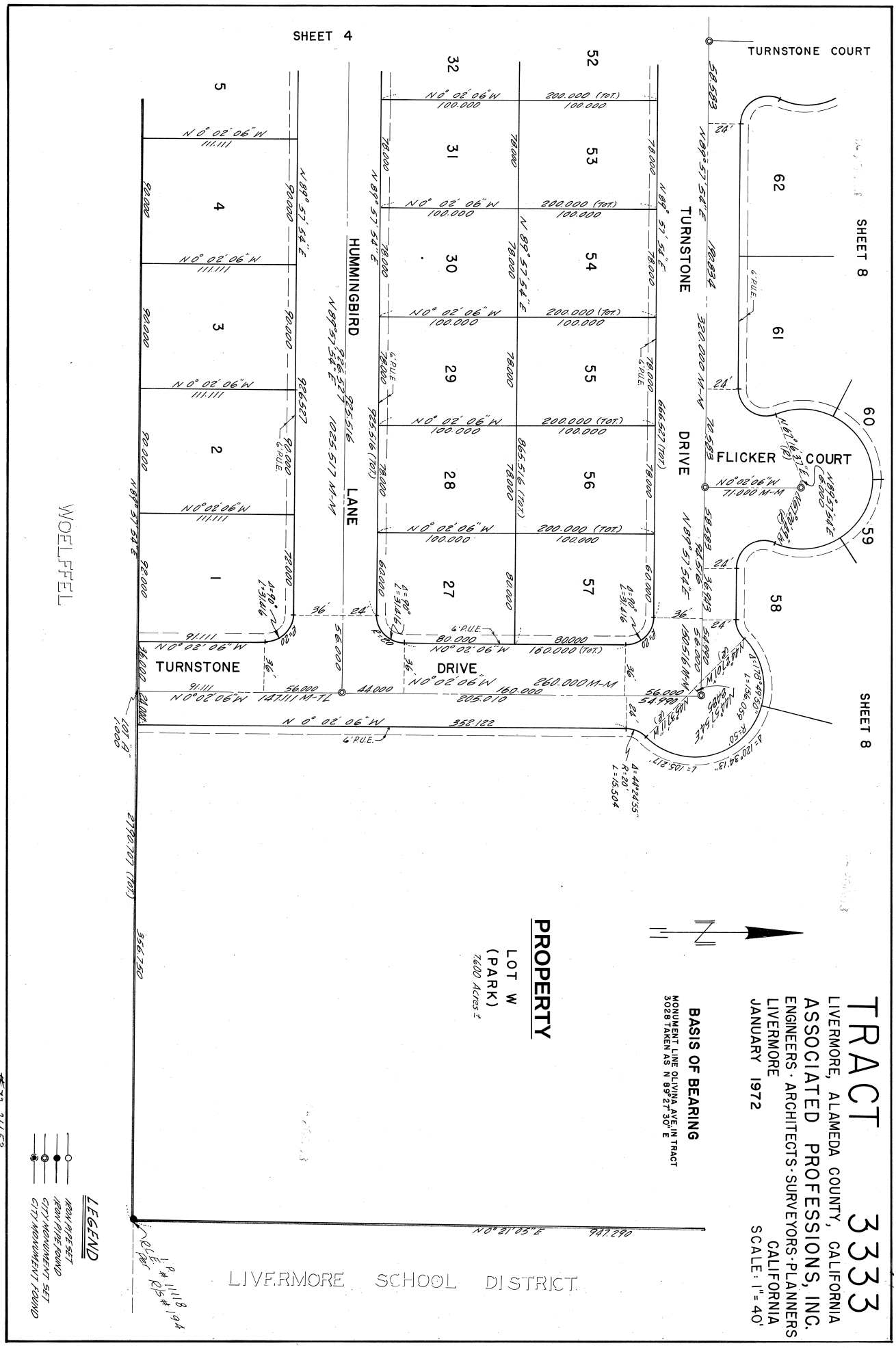
BEING ALL OF TRACT 3333, LOT W, RECORDED FEBRUARY 29, 1972, IN BOOK 74, PAGES 9 THROUGH 22, IN THE ALAMEDA COUNTY RECORDER'S OFFICE UNDER RECORD SERIES 72-26653

CONTAINING 7.6 ACRES, MORE OR LESS.

APN: 099-0189-001-00

EXHIBIT A

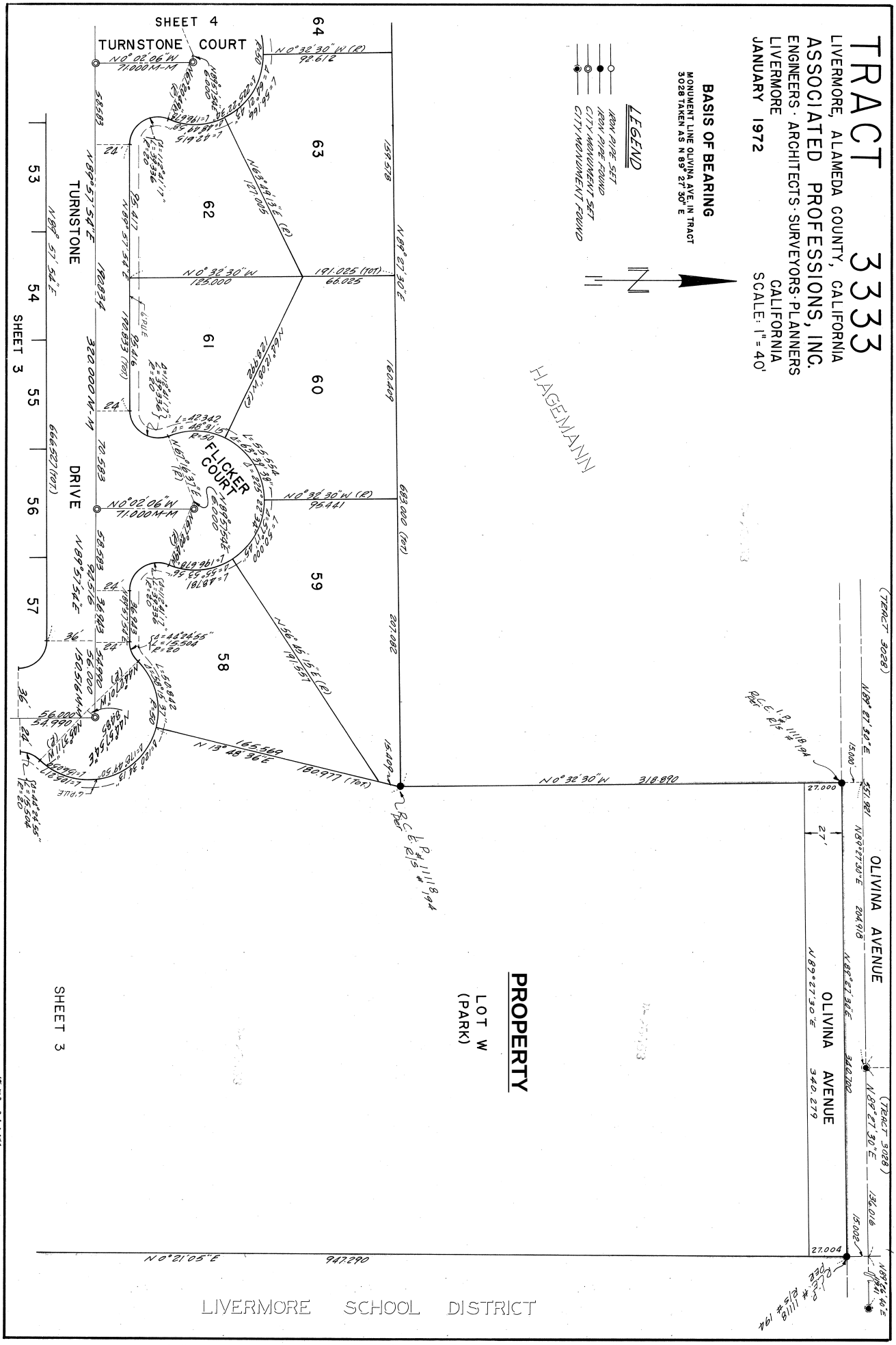
EXHIBIT A - PROPERTY



SHEET 2 0F 3

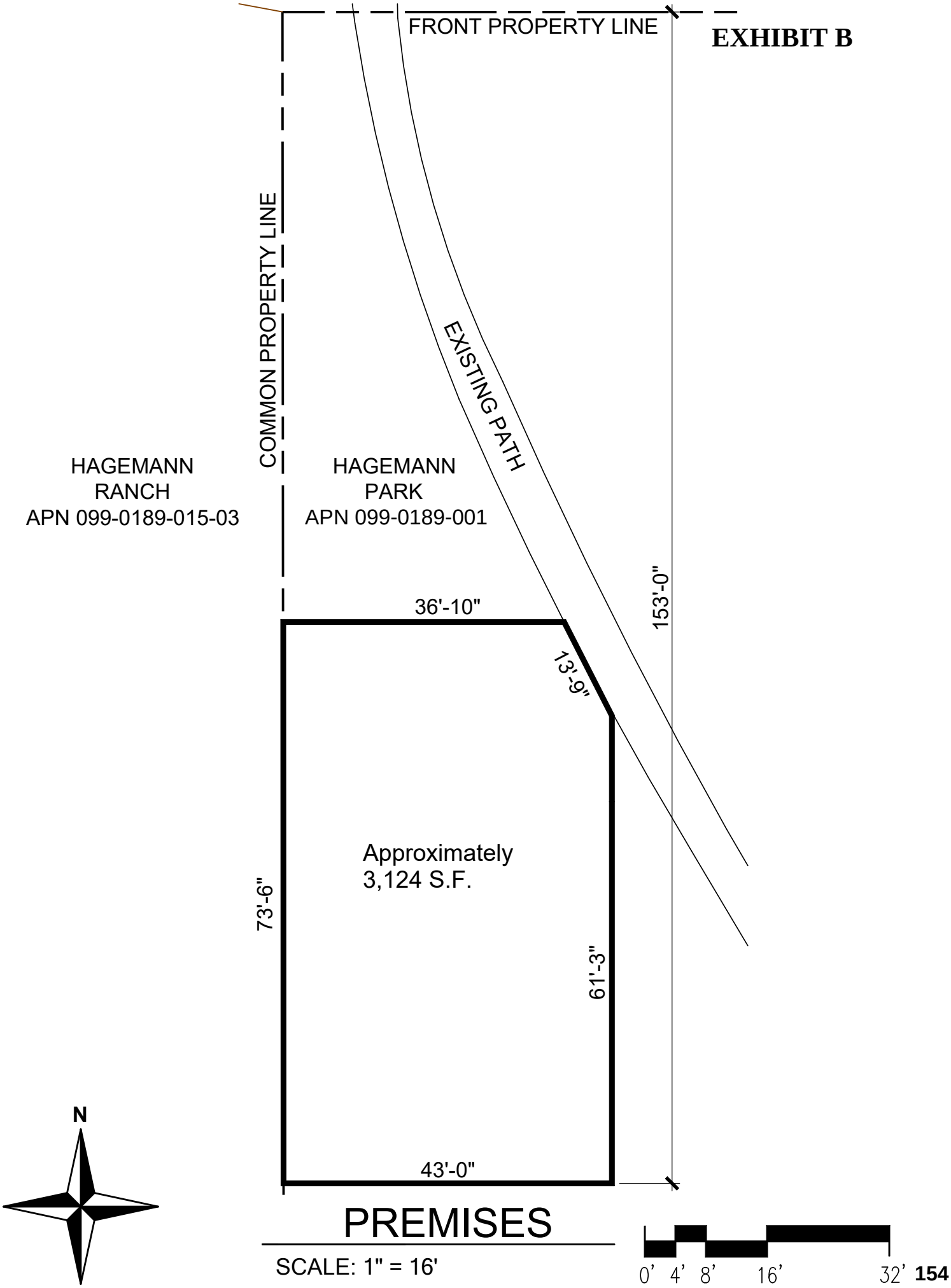
EXHIBIT A

EXHIBIT A - PROPERTY



#72-26653 SHEET 8 OF 14 SHEETS
74/16
JOB NO. 71-56

EXHIBIT B


FRONT PROPERTY LINE
COMMON PROPERTY LINE
EXISTING PATH
HAGEMANN
RANCH
APN 099-0189-015-03
HAGEMANN
PARK
APN 099-0189-001
36'-10"
13'-9"
153'-0"
Approximately
3,124 S.F.
73'-6"
61'-3"
43'-0"
N
PREMISES
SCALE: 1" = 16'
0' 4' 8' 16' 32'

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.10**

DATE: September 14, 2026

TO: Honorable Mayor and City Council

FROM: Brandon Cardwell, Innovation and Economic Development Director

SUBJECT: Resolution authorizing the execution of a charging station lease agreement with IONNA LLC (IONNA) for the installation and operation of electric vehicle charging stations on a portion of real property located at 1082 East Stanley Boulevard and finding the project exempt from the California Environmental Quality Act.

RECOMMENDED ACTION

Staff recommends that the City Council adopt a resolution:
(1) Finding that issuance of the Lease and the installation, maintenance, and operation of electric vehicle chargers and ancillary items are exempt from the California Environmental Quality Act pursuant to CEQA Guidelines sections 15301, 15303, and 15061(b)(3);
(2) Authorizing the execution of the Lease with IONNA LLC;
(3) Designating the City Manager, or her designee, to administer the Lease and to consent to anything requiring City approval; and
(4) Authorizing the City Manager, or her designee, to take all necessary and appropriate actions to carry out the purpose and intent of the resolution, including making non-substantive changes to the Lease to facilitate recording with the Alameda County Clerk Recorder's Office.

SUMMARY

Staff recommends approval of a lease agreement with IONNA for the installation and operation of public electric vehicle fast-charging stations at the City-owned property located at 1082 East Stanley Boulevard (Attachment 1). Under the agreement, IONNA will install, operate, and maintain the charging facilities and reimburse the City for associated utility costs. The lease will generate ongoing General Fund revenue while expanding public access to fast-charging infrastructure and supporting the City's sustainability and economic development goals.

The project is exempt from the California Environmental Quality Act (CEQA) because the City Council, after considering the written record and any public comments and based on its independent judgment, finds that issuance of the Lease and the related installation, maintenance, and operation of electric vehicle chargers and ancillary items are: (a) categorically exempt pursuant to CEQA Guidelines Section 15301 (Existing Facilities), as the project consists of a minor alteration of an existing public parking lot

and the installation of electric vehicle chargers and associated infrastructure constitutes a negligible expansion of the existing use; (b) categorically exempt pursuant to CEQA Guidelines Section 15303 (New Construction or Conversion of Small Structures), because the project involves the construction and location of limited numbers of new small facilities and none of the exceptions set forth in CEQA Guidelines Section 15300.2 apply; and (c) exempt pursuant to CEQA Guidelines Section 15061(b)(3), because it can be seen with certainty that there is no possibility the activity may have a significant effect on the environment.

DISCUSSION

IONNA is a national EV charging provider focused on expanding fast-charging networks in regions with growing electric vehicle adoption. The East Stanley Boulevard site has been identified as a suitable location for Level 3 chargers based on site accessibility, electrical capacity, and proximity to major transportation corridors. The property was previously included in the City of Livermore's (City) Charging Station Master License Agreement with Ava Community Energy. The property was removed from that agreement effective July 1, 2026, allowing the City to pursue a separate agreement with IONNA for development and operation of charging facilities at the site.

Under the proposed lease agreement, IONNA will be responsible for installing, operating, and maintaining all equipment associated with the Level 3 EV chargers. Utility costs attributable to the charging stations will be separately metered or otherwise reimbursed by IONNA in accordance with the lease. The agreement is for a base term of 10 years beginning when the charging stations become operational, with one five-year extension option, providing a long-term framework for ensuring reliable service and ongoing investment in charger performance while minimizing fiscal impact to the City. The City will retain control of the site and may benefit from increased visitor activity and long-term infrastructure improvements.

The project has undergone preliminary site feasibility review, and installation of Level 3 chargers at this location is consistent with the City's adopted sustainability and transportation strategies. These chargers will support regional EV adoption, improve charging access for community members without home-charging capability, and advance the City's climate and economic development goals. Approval of this resolution will authorize execution of the lease agreement and allow IONNA to proceed with project scheduling, permitting, and installation.

The project is exempt from the California Environmental Quality Act (CEQA) because the issuance of the Lease and the related installation, maintenance, and operation of electric vehicle chargers and ancillary items are: (a) categorically exempt pursuant to CEQA Guidelines Section 15301 (Existing Facilities), as the project consists of a minor alteration of an existing public parking lot and the installation of electric vehicle chargers and ancillary items constitutes a negligible expansion of the existing use; (b) categorically exempt pursuant to CEQA Guidelines Section 15303 (New Construction or Conversion of Small Structures), because the project involves the construction and location of limited numbers of new small facilities and none of the exceptions set forth in CEQA Guidelines Section 15300.2 apply; and (c) exempt pursuant to CEQA Guidelines Section 15061(b)(3), because it can be seen with certainty that there is no possibility the activity may have a significant effect on the environment.

FISCAL & ADMINISTRATIVE IMPACTS

Execution of the lease agreement with IONNA will generate new, ongoing revenue for the City's General Fund. Under the terms of the agreement, IONNA will pay the City $315 per EV stall per month, increasing by three percent on July 1 of each year of the agreement.

COMMUNITY PILLAR

3: Environmental Stewardship

GOAL

1: Lead efforts to implement the updated Climate Action Plan in collaboration with internal and external partners.

ATTACHMENTS

1. Location Map
2. Resolution
3. Exhibit A - Lease Agreement

Prepared by: Erica Ledesma
Senior Management Analyst

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Kristen Hilton
Acting Administrative Services Director

N

0 0 0

mi

1" = 439'

LEGEND

ALL LOCATIONS ARE APPROXIMATE

- Buildings
- Parcels
- Livermore City Limits
- Alameda County

CITY OF LIVERMORE CALIFORNIA

Location Map

Date: 9/1/2026

Path: /Web Map

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF A CHARGING STATION LEASE AGREEMENT WITH IONNA LLC FOR THE INSTALLATION AND OPERATION OF ELECTRIC VEHICLE CHARGING STATIONS ON A PORTION OF REAL PROPERTY LOCATED AT 1082 EAST STANLEY BOULEVARD AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

The City of Livermore owns approximately 1.74 acres of real property located at 1082 East Stanley Boulevard, Livermore, California ("Property"). The Property was previously subject to the Charging Station Master License Agreement ("Agreement") between the City and Ava Community Energy ("Ava"), which authorized Ava to install and operate electric vehicle chargers at the Property, among other locations. On or about July 1, 2026, the Property was formally removed from the Agreement.

IONNA LLC ("IONNA") is a national electric vehicle charging provider focused on expanding fast-charging networks in regions with growing electric vehicle use. IONNA has identified the Property as a suitable location for the installation of electric vehicle chargers based on site accessibility, electrical capacity, and proximity to major transportation corridors. As a result, IONNA desires to lease from the City a portion of the Property for the installation and operation of electric vehicle charging stations.

The Charging Station Lease Agreement ("Lease"), attached hereto as Exhibit A, would authorize IONNA to use a portion of the Property for the installation, operation, and maintenance of electric vehicle charging stations and ancillary items for a ten-year term beginning on the date its charging stations are first operational, with one five-year extension option. The monthly base rent for each charging stall is $315, which will increase by three percent on July 1 of each calendar year. The Lease does not grant IONNA any development rights over the Property.

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

1. Finds, after considering the written record and all public comments, and based on its own independent judgment, that the issuance of the Lease and the related installation, maintenance, and operation of electric vehicle chargers and ancillary items is: (a) categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15301, *Existing Facilities*, because the project consists of a minor alteration of an existing public parking lot and the installation of electric vehicle chargers and ancillary items constitutes a negligible expansion of the existing use; (b) categorically exempt pursuant to CEQA Guidelines section 15303, *New Construction or Conversion of Small Structures*, because the project consists of the construction and location of limited numbers of new small facilities and none of the exceptions in CEQA Guidelines section 15300.2*, Exceptions*, apply; and (c) exempt from CEQA because it

can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment (CEQA Guidelines section 15061(b)(3), *Review for Exemption*).

2. Authorizes the City Manager, or her designee, to execute the Lease with IONNA LLC, attached hereto as Exhibit A, for the installation and operation of electric vehicle charging stations at 1082 East Stanley Boulevard, for an initial term of ten years with one, five-year extension option.

3. Designates the City Manager, or her designee, to administer the Lease and authorizes the City Manager, or her designee, to consent to any manner requiring City of Livermore approval, consistent with Section 10.5, *Lease Administration and Approvals*, of the Lease, attached hereto as Exhibit A.

4. Authorizes the City Manager, or her designee, to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including making non-substantive changes to the Lease to facilitate recording with the Alameda County Clerk-Recorder's Office.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 14, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Molly A. O'Toole
Molly A. O'Toole
Assistant City Attorney

Exhibit A – Charging Station Lease Agreement by and between the City of Livermore and IONNA LLC

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550-4899

No Fee for recording pursuant to
Government Code Section 27383

ABOVE THIS LINE FOR RECORDER'S USE

APN: 98-290-19-01
Address: 1082 E. Stanley Blvd, Livermore, CA [CA-0235]

CHARGING STATION LEASE AGREEMENT
BY AND BETWEEN THE CITY OF LIVERMORE AND IONNA LLC

This Charging Station Lease Agreement ("**Agreement**") is entered into as of the ___ day of_____, 2026 ("**Effective Date**") by and between the City of Livermore, a California municipal corporation ("**Landlord**" or "**City**"), and IONNA LLC, a Delaware limited liability company ("**Tenant**" or "**IONNA**"). Landlord and Tenant are individually referred to as "Party" and collectively as the "Parties."

RECITALS

A. The City owns approximately 1.74 acres of real property located at and commonly referred to as 1082 East Stanley Boulevard, Livermore, California 94550 with Assessor's Parcel Number 98-290-19-01 (the "**Property**").

B. The Property was formerly subject to the Charging Station Master License Agreement, dated March 2, 2023 and amended March 3, 2025, by and between the City of Livermore, Ava Community Energy, a California joint powers authority (formerly known as East Bay Community Energy Authority), and the Livermore Area Recreation and Park District ("**Ava Agreement**"). The Ava Agreement granted Ava Community Energy licenses over certain parcels of City-owned property, including the Property, for the purpose of installing electronic vehicle charging stations and associated infrastructure.

C. In May 2026, the City notified the adjoining property owners (APN 98-290-22-0 and APN 98-290-24-3) in writing of the proposed installation of electric vehicle charging stations on the Property and provided a 30-day period for comment or objection. No objections were received within said 30-day period.

D. On June 1, 2026, the City sent, pursuant to Section 5 of the Ava Agreement, Ava

Community Energy a "30-Day Notice of Removal of Site Location" to remove the Property from the scope of the Ava Agreement. On or about July 1, 2026, the Property was removed from the scope of the Ava Agreement.

E. Tenant desires to lease from Landlord a portion of the Property for the purpose of Tenant's installation and operation of electric vehicle charging stations and related infrastructure, including, but not limited to, electrical and data and communication equipment, supporting structures, and the site specifications set forth herein.

F. The City now wishes to lease a portion of the Property to Tenant for the purpose of installing electric vehicle charging stalls and associated infrastructure as set forth herein.

AGREEMENT

NOW, THEREFORE, with reference to these recitals and on the terms and conditions contained in this Agreement, Landlord and Tenant agree as follows:

ARTICLE I
LEASE OF PREMISES; STATE OF TITLE; TERM; EXTENSION OPTIONS

1.1 Grant of Lease. Subject to the terms and conditions of this Agreement, Landlord leases to Tenant, and Tenant leases from Landlord, a portion of the Property, as more particularly depicted in Exhibit A hereto (the "**Premises**").

1.2 State of Title. This Agreement is subject to: (a) all easements, covenants, conditions, restrictions, reservations, rights-of-way, and all other matters of record; (b) all matters that are discoverable by physical inspection of the Premises; and (c) all matters known to Tenant or of which Tenant has notice, constructive or otherwise ("**Permitted Exceptions**").

1.3 Condition of the Premises. Subject to the Permitted Exceptions, Tenant acknowledges and agrees that the Premises is to be leased to Tenant in an "as is" condition with all faults. Landlord does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Premises, the Property, or any such related matters. Except as otherwise expressly provided in this Agreement, Tenant has full responsibility for the repair, alteration, maintenance, and replacement of the Premises and any improvement thereon.

1.4 Term. The term of this Agreement shall commence on the Effective Date and shall continue for an initial term of ten (10) years from the Commercial Operation Date for the Premises (the "**Initial Term**"). The "**Commercial Operation Date**" shall mean the date on which all Charging Stations are first operational. Tenant shall give Landlord written notice of the Commercial Operation Date not less than thirty (30) days after the Commercial Operation Date.

1.5 Option to Extend. Provided no Event of Default (hereafter defined) shall have occurred and be continuing beyond the applicable notice and cure periods at the time Tenant exercises its extension option or at the expiration of the Initial Term, Tenant shall have one (1)

option (the "**Extension Option**") to extend the Initial Term for an additional period of five (5) years (the "**Extension Term**", and together with the Initial Term, the "**Term**") on the same terms and provisions of this Agreement then in effect.

1.6 Exercise of Extension Options. Tenant shall exercise the Extension Option by delivering written notice to Landlord no later than one hundred eighty (180) days prior to the expiration of the Initial Term. If Landlord fails to receive timely notice of Tenant's election to exercise the Extension Option, the Agreement shall terminate on the last day of the Initial Term.

ARTICLE II
USE OF PREMISES

2.1 Use of Premises. Tenant shall use the Premises for any lawful activity in connection with the design, development, construction, installation, maintenance, repair, replacement, removal, security, and operation of direct current fast chargers and ancillary items to fuel electric vehicles, including, without limitation, electrical equipment, hardware, software, signage and all supporting equipment and structures (which may include concrete pads and protective bollards) (collectively, a "**Charging Station**"), together with any other uses permitted herein, on the terms and conditions set forth in this Agreement. The uses of the Premises permitted pursuant to this section are collectively referred to herein as "**Permitted Uses**."

2.2 Use of the Property by Landlord. Landlord shall not allow installation or use of direct current fast Charging Stations other than those of Tenant on the Property during the Term; provided nothing herein shall preclude the Landlord from installing electrical vehicle charging stations that are not direct current fast charging stations. If, during the Term, Landlord desires to install additional direct current fast Charging Stations at the Property, then Landlord grants to Tenant a right of first refusal to design, develop, construct, install, operate and maintain such additional direct current fast Charging Stations. Upon notice by Landlord to Tenant, Tenant will have up to three (3) months to determine if it will develop additional direct current fast Charging Stations at the Property. Should Landlord fail to receive written notice from Tenant of its decision to develop direct current fast Charging Stations at the Property within said three (3) months, Landlord may pursue development of the additional direct current fast Charging Stations with another provider.

2.3 Intentionally Omitted.

2.4 Construction; Permits. Tenant shall, at its sole cost and expense, be responsible for installation of the Charging Stations, including the hiring and coordination of vendors and contractors ("**Construction Work**"). The Parties shall develop a schedule (the "**Construction Coordination Schedule**"), which shall set forth the details, timing and coordination of the Construction Work. Before beginning any Construction Work, Tenant shall provide a copy of the construction schedule and installation plans to the Landlord. Tenant shall ensure that it or its designated contractor(s) and/or service providers obtain from governmental authorities all licenses, permits (including encroachment and building permits), or other approvals required to conduct such installation activities (collectively, "**Approvals**"). Landlord shall reasonably cooperate with Tenant's designated contractors and service providers as required to obtain such Approvals.

Tenant shall not permit or suffer any Stop Orders, mechanic's or materialmen's liens to attach to the Premises or Property. A "**Stop Order**" means the notice and claim procedures for payment available in California Civil Code section 9000, et seq., to laborers, subcontractors, suppliers, materialmen and other parties identified in California Civil Code 9100 that provide labor or materials to a public project. If such a Stop Order, mechanic's or materialmen's lien attaches to the Premises or Property, Tenant shall remove or bond over such Stop Order or lien at Tenant's sole cost and expense, within twenty (20) days of Tenant receiving written notice thereof from Landlord. To the extent applicable, Tenant shall ensure that it or its designated contractors, subcontractors and/or service providers shall pay prevailing wages for any construction, installation work or maintenance contracts related to the Charging Station and related equipment, as those wages are determined pursuant to Labor Code Section 1720 et seq., and Sections 1774 and 1775, to employ apprentices as required by Labor Code Section 1777.5 et seq., and shall cause the contractors and subcontractors to comply with all other applicable provisions of the Labor Code and the implementing regulations of the Department of Industrial Relations.

2.5 Tenant's Customers. Tenant will provide Charging Station access to customers ("**IONNA Customers**"), which may include members of the public, as well as commercial fleet and rideshare vehicles, who shall be charged in amounts reasonably determined by Tenant, which may change from time to time in Tenant's sole discretion. IONNA Customers shall have access to the Premises during the hours mutually agreed upon by Landlord and Tenant (the "**Site Access Hours**"). Landlord shall notify Tenant at least forty-eight (48) hours in advance of any need to limit access to the Premises due to maintenance, safety, or other unforeseen reasons, or as soon as reasonably practical in the event of an emergency.

2.6 Promotional Activities. During the Term of the Agreement, Tenant may promote the availability of the Charging Stations through traditional and/or electronic media, including providing the address to the Premises and a description thereof. No Party shall use the other Party's trade or service marks, logos, or other proprietary materials without the prior written consent of the other Party. Parties agree to coordinate promotional activities and will establish a promotional plan, using the resources of both the Landlord and Tenant.

2.7 Signage & Promotional Activities. Tenant and its contractors and vendors may place appropriate signage related to electric vehicle charging at the Premises and mark the Charging Station and all Charging Stalls and related Tenant equipment in Tenant's reasonable discretion, subject to Landlord's prior approval, not to be unreasonably withheld, and in compliance with all Laws and Regulations. In addition, subject to Landlord's prior approval, which shall not be unreasonably withheld, Tenant and its contractors and vendors may place, at their sole cost and expense, signage, marks, or Tenant advertising devices related to electric vehicle charging in, on, or about and around the Premises, subject to and in compliance with all applicable Laws and Regulations. At no time may Landlord place any signage on Tenant's Charging Stalls, Charging Stations or related Tenant equipment or in a manner that interferes with Tenant's operations at the Premises.

2.8 Modification. Tenant may, at any time during the Term and in its sole discretion, modify, including, without limitation, upgrade, replace, and/or remove all or a portion of any Charging Station (collectively, "**Modifications**"), whether or not said items are considered fixtures

and attachments to the Premises under applicable laws; provided, however, before making any such Modifications, Tenant shall provide at least sixty (60) days prior notice to Landlord and obtain all necessary permits and approvals prior to commencing any Modification, which shall be done in consideration of and in compliance with all applicable Laws and Regulations.

2.9 Removal. Within ninety (90) days following the expiration or earlier termination of the Agreement, Tenant shall, at its sole cost and expense: (i) surrender the Premises to Landlord; (ii) remove, or cause its contractors and vendors to remove, all of Tenant's personal property and above-ground equipment from the Premises, including the Charging Station(s), branded signage, and related Tenant equipment; (iii) cap all utilities; and (iv) remove all debris. Notwithstanding anything herein to the contrary, Tenant shall not be required to do any of the following: grade the Premises, repave the Premises or alter the contour of the land, remove any underground equipment or infrastructure (including conduits, wiring, and foundations), remove any equipment installed by a utility provider (including any transformers or switchgear), or restore any trenching. Any underground infrastructure not removed by Tenant shall remain with the Premises and become the property of Landlord.

Tenant shall be deemed in actual possession of the Premises until Tenant removes all above-ground improvements and personal property and caps all utilities consistent with the requirements of this section. Tenant shall be liable to Landlord for any costs to store, remove, and dispose of any above-ground improvements and personal property that are not removed within said 90-day period.

Tenant shall give written notice to Landlord at least thirty (30) days prior to vacating the Premises and shall meet with Landlord for a joint inspection of the Premises at the time of vacating, but nothing contained herein shall be construed as an extension of the Term, or as a consent by Landlord to any holding over by Tenant. In the event of Tenant's failure to give such notice or participate in such joint inspection, Landlord's inspection at or after Tenant's vacating the Premises shall conclusively be deemed correct for purposes of determining Tenant's responsibility for repairs and restoration.

This section shall survive the expiration or earlier termination of this Agreement.

2.10 Waste and Nuisances Prohibited. Tenant shall not commit or permit to be committed any waste on or of the Property or the Premises, and Tenant shall not do or permit to be done any act in or about the Property or Premises which shall be a nuisance, or which may endanger any property.

2.11 Compliance with Regulations. By entering the Premises, Tenant accepts Premises in the condition existing as of the date of such entry. Tenant agrees that if, as a consequence of Landlord's ownership (or ownership of an interest) in the Premises or Property or the use of Landlord's funds in connection with any construction project on the Premises or Property, any legal requirements applicable to construction projects (a) undertaken by California cities, or (b) supported by City funds (including, but not limited to, competitive bidding requirements, prevailing wage requirements, and public works bonding requirements) are triggered, Tenant shall cause all such requirements to be fully complied with at Tenant's sole cost and expense. Any failure

by Tenant to cause all such applicable requirements to be fully complied with shall be a material breach of this Agreement. Tenant shall, at its sole cost and expense, strictly comply with all existing or future applicable Laws (hereinafter defined), municipal, state, federal, and other governmental statutes, rules, requirements, regulations, laws, and ordinances, including zoning ordinances and regulations, and covenants, easements, and restrictions of record governing and relating to the use, occupancy, or possession of the Premises, to Tenant's use of the Premises or Property, or to the use, storage, generation, or disposal of Hazardous Materials (hereinafter defined) (collectively "**Regulations**"). Tenant agrees to comply with all Regulations pertaining to prevailing wage, competitive bidding and public bonding requirements at its sole cost and expense which may be triggered due to this Agreement. Tenant shall at its sole cost and expense obtain any and all licenses or permits necessary for Tenant's use of the Premises. Tenant shall at its sole cost and expense promptly comply with the requirements of any board of fire underwriters or other similar body now or hereafter constituted. Tenant shall not do or permit anything to be done in, on, under, or about the Premises or bring or keep anything which will in any way increase the rate of any insurance upon the Premises or Property or upon any contents therein or cause a cancellation of said insurance or otherwise affect said insurance in any manner. To the fullest extent permitted by law, and without limiting Tenant's defense, indemnity, and hold harmless obligations in Section 6.2 of this Agreement, Tenant shall hold harmless, indemnify, and defend (with counsel selected by or otherwise acceptable to Landlord), Landlord and its elected and appointed officials, officers, directors, employees, agents, and designated volunteers from and against any loss, cost, expense, damage, attorneys' fees, or liability arising out of the failure of Tenant to comply with any Regulations. Tenant's obligations pursuant to the foregoing indemnity shall survive the expiration or earlier termination of this Agreement. "**Laws**" shall mean any present or future applicable law, statute, ordinance, regulation (including zoning regulations), code, building code, judgment, injunction, arbitration award, order, rule, directive, common law, policies and ordinances of any governmental agency, easement, covenant, restriction, or other agreement of record affecting the Property or the Premises.

2.12 Prevailing Wages. Tenant acknowledges that Landlord has made no representation, express or implied, to Tenant or any person or entity associated with Tenant regarding whether or not laborers employed relative to any construction on the Premises must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to California Labor Code sections 1720, et seq. Tenant agrees with Landlord that Tenant shall assume the responsibility and be solely responsible for determining whether or not laborers employed relative to any construction on the Premises undertaken by Tenant must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to California Labor Code sections 1720, et seq. Landlord shall not be under any duty to monitor or ensure the compliance of Tenant with any State of California labor laws, including, without limitation, prevailing wage laws. Tenant shall indemnify Landlord in accordance with the provisions of Section 6.2 of this Agreement against any claims pursuant to California Labor Code Section 1781 arising from Tenant's construction of any improvements, work, or alterations on the Premises.

2.13 Personal Property; Lien Waiver. The Parties acknowledge and agree that the Charging Stations and all related Tenant equipment (except as otherwise specified herein) are Tenant's personal property, whether or not the same may be deemed real or personal property

under applicable law, and shall not attach to or be deemed a part of, or a fixture to, the Premises or the Property. Landlord waives any statutory landlord's lien or similar lien rights with respect to the Charging Stations and Tenant's related equipment. For avoidance of doubt, this lien waiver does not prohibit Landlord from seeking a writ of attachment, as provided in Sections 481.010-499 of the California Code of Civil Procedure, as those sections may be amended from time-to-time.

ARTICLE III
RENT; UTILITIES; SECURITY DEPOSIT

3.1 Base Rent. Commencing on the Rent Commencement Date (as defined below), Tenant shall pay to Landlord and Landlord shall receive, without notice or demand throughout the Term, monthly base rent in the amount of Three Hundred Fifteen and 00/100 dollars ($315.00) per constructed Charging Stall per month ("**Base Rent**"). Once construction is complete, Base Rent shall increase annually by three percent (3%) on July 1 of each year. Tenant shall pay Base Rent to Landlord, in advance, on or before the first day of each calendar month during the Term. Rent for any partial month shall be prorated on a per diem basis based on the actual days in such month. As used herein, "**Rent Commencement Date**" means the earlier of (i) the date Tenant opens for business to the public at the Premises for the Permitted Use, or (ii) the date which is one hundred eighty (180) days after the Possession Date (as defined in Section 9.3). Promptly following the Rent Commencement Date, at either Party's request, the Parties shall each execute a memorandum to confirm such date.

3.2 Additional Rent. All monies other than Base Rent required to be paid by Tenant hereunder shall be considered additional rent ("**Additional Rent**"). "**Rent**" shall mean Base Rent and Additional Rent.

3.3 Electricity and Communications. Tenant shall be responsible for all electricity and communications costs of the Charging Station(s) by obtaining separately metered electricity service at the Premises. Landlord shall reasonably cooperate with Tenant's efforts regarding the provision of electricity to the Charging Station(s) at the Premises. Neither Landlord nor Tenant has any responsibility or liability for interruption, curtailment, failure, or defect in the supply or character of distribution utilities furnished to the Charging Station(s) at the Premises. Landlord grants to Tenant the right to establish and receive electric utility services at the Property and the right for the distribution utility service supplier to construct, reconstruct, install, inspect, maintain, replace, remove, and use said utility services to serve the Charging Station together with the right for the utility service supplier to ingress to and egress from said utility service facilities across the Premises. Landlord grants the right for the distribution utility and the service utility to trim, cut down, and clear away or otherwise control any trees or brush within five (5) feet of said route. In addition, Landlord shall not erect or construct any building or other structure or drill or operate any well under or within five (5) feet of said route.

3.4 Utilities. Tenant shall contract directly for and obtain (and Landlord is to have no responsibility for) all utilities and services, including telecommunication services, necessary for the use and occupancy of the Premises and any improvements thereon. Landlord shall not be liable for, and Tenant shall not be entitled to any abatement or reduction of Rent by reason of, the

discontinuation of utilities to the Premises where such failure is caused by accident, breakage, repairs, strikes, lockouts or other labor disturbances or labor disputes of any character or for any other causes. Tenant hereby waives the provisions of California Civil Code Section 1932(1) or any other applicable existing or future Laws, permitting the termination of this Agreement due to the interruption or failure of or inability to provide any services.

3.5 Security Deposit. Tenant agrees to deposit with Landlord within three (3) business days of the expiration or earlier waiver of the Due Diligence Period (hereafter defined), a security deposit in the amount of Two Thousand and 00/100 dollars ($2,000.00) (the "**Security Deposit**"), which sum shall be held and owned by Landlord without obligation to pay interest, as security for the performance of Tenant's covenants and obligations under this Agreement. The Security Deposit is not an advance rental deposit or a measure of damages incurred by Landlord in case of Tenant's default. Upon the occurrence of any Event of Default (hereafter defined) by Tenant, Landlord may from time to time, without prejudice to any other remedy provided herein or by law, use such fund as a credit to the extent necessary to credit against any arrears of Base Rent or other payments due to Landlord hereunder, and any other damage, injury, expense, or liability caused by such Event of Default, and Tenant shall pay to Landlord, on demand, the amount so applied in order to restore the Security Deposit to its original amount. Although the Security Deposit shall be deemed the property of Landlord, any remaining balance of such deposit shall be returned by Landlord to Tenant within thirty (30) days after termination of this Agreement, provided that all of Tenant's obligations under this Agreement have been fulfilled, reduced by such amounts as may be required by Landlord to remedy defaults on the part of Tenant in the payment of Rent or other obligations of Tenant under this Agreement. Landlord is hereby granted a security interest in the Security Deposit in accordance with applicable provisions of the California Commercial Code. Landlord may use and commingle the Security Deposit with other funds of Landlord. Tenant hereby waives the provisions of Section 1950.7 of the California Civil Code, and all other provisions of any laws or regulations, now or hereinafter in force, which restricts the amount or types of claim that a landlord may make upon a security deposit or imposes upon Landlord (or its successors) any obligation with respect to the handling or return of security deposits.

ARTICLE IV
MAINTENANCE; REPAIRS; HAZARDOUS MATERIALS

4.1 Maintenance and Operation of Premises. Tenant shall, at its own cost and expense and consistent with all Laws and Regulations, cause the Premises, including Tenant Charging Stalls and other improvements thereon, to be maintained in a clean, safe, and orderly condition, to at least the same standard as other similar areas (e.g. parking areas) at the Property that are under Landlord control.

Tenant shall also, at its sole expense, (a) keep all exterior surfaces located on the Premises clean and free of graffiti; (b) maintain the Premises in a clean and orderly condition; (c) keep any garbage, trash, rubbish or other refuse in containers until removed; (d) have such garbage, trash, rubbish and refuse removed as needed; (e) comply with all applicable Regulations; and (f) comply with and observe all rules and regulations established by Landlord or its designee. Tenant shall promptly repair any damage to the Premises or Property resulting from the acts of, or caused by, Tenant or its subtenants, agents, contractors, subcontractors, distributors, suppliers, customers,

successors, assigns, or invitees. If after thirty (30) days' notice from Landlord or any other agency with regulatory authority, Tenant fails to maintain, repair, or keep clean, or fails to commence a good faith effort to maintain, repair, or keep clean where said maintenance, repairs, or cleaning will take more than thirty (30) days, any part of the Premises or any improvements thereon, Landlord may, but shall not be obligated to, enter upon the Premises and perform such maintenance, repair, or clean-up and Tenant may be requested to pay the costs thereof to Landlord upon demand. Any unpaid sum under this section will bear interest at the prevailing statutory interest rate until paid in full. Failure to adhere to the requirements of this section may, at the option of Landlord, result in a default of this Agreement.

For purposes of clarification, Landlord shall have no responsibility to maintain Tenant's Charging Stations or related Tenant equipment, hardware, software, or signage. Landlord shall not retain any ownership rights in the Charging Station(s) and related Tenant equipment. Tenant and its employees, contractors, and vendors may, at any time during the Term, access the Premises and the Property to maintain, inspect, repair, upgrade, remove or replace any portion of a Charging Station. Tenant shall operate and maintain, and/or retain a third-party contractor to operate and maintain, the Charging Station(s) in good operating condition.

4.2 Hazardous Materials. As used in this Agreement, "**Hazardous Materials**" and "**Hazardous Material**" shall include, but not be limited to, hazardous, toxic, and radioactive materials and those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," or other similar designations in any Regulation. Tenant shall not cause, or allow any Hazardous Materials to be handled, used, generated, stored, released or disposed of in, on, under, or about the Premises, the Property, or surrounding land, environment, or improvements in violation of any Regulations. Tenant shall immediately notify Landlord in writing of any Hazardous Materials contamination of, or releases on, any portion of the Premises, the Property, or surrounding land, environment, or improvements of which Tenant becomes aware, whether or not caused by Tenant, and whether or not the release is in quantities that would otherwise be reportable to a public agency. Tenant shall be solely and fully responsible for reporting Hazardous Materials contamination or releases to the appropriate public agency(ies). Landlord shall have the right at all reasonable times, and if Landlord determines in good faith that Tenant may not be in compliance with this section, to inspect the Premises and to conduct tests and investigations to determine whether Tenant is in compliance with the foregoing provisions, the costs of all such inspections, tests, and investigations to be borne by Tenant.

To the fullest extent permitted by law, Tenant shall indemnify, defend (by counsel selected by or otherwise acceptable to Landlord), protect and hold Landlord, and its elected and appointed officials, officers, directors, employees, agents, and designated volunteers, harmless from and against any and all claims, liabilities, losses, costs, loss of rents, liens, damages, injuries, demands, causes of action, judgements, or expenses (including, without limitation, the cost of any required cleanup and remediation of the Hazardous Materials and, separately, any attorneys' and consultants' fees and court costs) (collectively, "**Liability**") of every nature directly or indirectly arising out of or related to the use, generation, storage, release, or disposal of Hazardous Materials by, or permitted by, Tenant in, on, under or about the Premises, the Property, or surrounding land, environment, or improvements, which indemnity shall include, without limitation, damages for personal or bodily injury, property damage, damage to the environment or natural resources

occurring on or off the Premises, losses attributable to diminution in value or adverse effects on marketability, the cost of any investigation, monitoring, government oversight, repair, removal, remediation, restoration, abatement, and disposal, and the preparation of any closure or other required plans, whether such action is required or necessary prior to or following the expiration or earlier termination of this Agreement, except for such Liability caused by the sole active negligence or willful misconduct of Landlord. Neither the consent by Landlord to the use, generation, storage, release, or disposal of Hazardous Materials, nor the strict compliance by Tenant with all Regulations pertaining to Hazardous Materials, shall excuse Tenant from Tenant's obligation of indemnification pursuant to this section. Tenant's obligations to hold harmless, indemnify, and defend shall not be excused because of Tenant's inability to evaluate Liability or because Tenant evaluates Liability and determines that Tenant 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. Tenant's obligations pursuant to the foregoing indemnity shall survive the expiration or earlier termination of this Agreement. Tenant shall respond within thirty (30) days to the tender of any claim for defense and indemnity by Landlord. This indemnity provision shall apply to both third party and first party claims.

After notice from Landlord and at the discretion of Landlord, Tenant shall cease its activities on the Premises until any release or danger of release of Hazardous Materials is cured without abatement or reduction of any fees, charges, or obligations due under this Agreement, until such release or the danger of release of Hazardous Materials is cured and any remediation of such release is completed in a manner satisfactory to the City Manager or their designee.

Tenant shall take all necessary precautions against contamination or release of Hazardous Materials, and be solely and fully responsible and liable in the event Tenant causes or permits Hazardous Materials to contaminate or be released, at the Premises, the Property, or surrounding land, environment, or improvements, including, without limitation, the City's sewage or storm drainage system, soil, air, or groundwater. If at any time a release of Hazardous Materials is discovered on the Premises, the Property, or surrounding land, environment, or improvements, including, without limitation, the City's sewage or storm drainage system, soil, air, or groundwater, which said release was caused or permitted in whole or in part by Tenant or its officers, agents, employees, contractors, permittees, or invitees, or there is the danger of such release of Hazardous Materials, Tenant, at its sole cost and expense, shall remove such Hazardous Materials from the Premises, the Property, or surrounding land, environment, or improvements, including, without limitation, the City's sewage or storm drainage system, soil, air, or groundwater in accordance with requirements of all appropriate governmental authorities and Regulations. In addition to all other rights and remedies of Landlord hereunder, if such release of Hazardous Materials is not removed from the Premises, the Property, or surrounding land, environment, or improvements, including, without limitation, the City's sewage or storm drainage system, soil, air, or groundwater by Tenant within ninety (90) days of being put on notice thereof after Tenant, Landlord, or other third party discovers such Hazardous Materials, Landlord, in its discretion may pay to have same removed and Tenant shall reimburse City within five (5) days of City's demand for payment. The receipt for payment by Landlord shall be prima facie evidence that the expense incurred was necessary and reasonable and that such expense was incurred by Landlord on behalf of Tenant.

If applicable, Tenant shall maintain, for a period of not less than four (4) years after the expiration or termination of this Agreement, or for any longer period of time required by any Regulations or any applicable law, regulation, policy, order, or decree, separate and accurate daily records pertaining to the use, handling, and disposal of all Hazardous Materials at the Premises, the Property, or surrounding land, environment, or improvements, including, without limitation, the City's sewage or storm drainage system, soil, air, or groundwater. After the expiration of said four-year period, Tenant shall notify Landlord no later than sixty (60) days prior to any proposed destruction of any said records, documents, and information and, upon request by Landlord, copies of all said records, documents, and information shall be delivered to Landlord at no cost to Landlord. In addition, Tenant shall furnish Landlord with such records and such other documentation or reports as the City Manager, from time to time, and at any time during or after the expiration of this Agreement, may reasonably request.

Tenant's obligations under this section shall survive the expiration or earlier termination of this Agreement.

4.3 Stormwater Provisions. Tenant shall prevent petroleum products and other deleterious waste from entering into the sewage and stormwater drainage systems serving the Premises. Tenant shall comply with the requirements of the National Pollutant Discharge Elimination System of the Federal Clean Water Control Act regarding permits for stormwater discharges. Tenant is responsible for ensuring full compliance with all local, state, and federal stormwater Laws and Regulations.

ARTICLE V
TAXES

5.1 Taxes. Tenant shall be responsible for paying all taxes that arise out of or in connection with its use of the Premises. "**Taxes**" means, but is not limited to, all real property taxes and assessments, possessory interest taxes, sales taxes, personal property taxes, business or license taxes or fees, gross receipts taxes, service payments in lieu of such taxes or fees, annual or periodic license or use fees, excises, transit charges, and other impositions, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind (including fees "in-lieu" of any such tax or assessment) which are now or hereafter assessed, levied, charged, confirmed, or imposed by any public authority upon the Premises, Tenant's operations thereon, or the Rent (or any portion or component thereof), or any tax, assessment or fee imposed in substitution, partially or totally, of any of the above.

5.2 Possessory Interest Tax; Revenue & Taxation Code Section 107.6. Tenant recognizes and understands that this Agreement may create a possessory interest subject to property taxes and that, if a possessory interest is created, Tenant shall be responsible for payment of property taxes levied against such possessory interest.

ARTICLE VI
INSURANCE; HOLD HARMLESS

6.1 Insurance. Without limiting Tenant's indemnification obligations, Tenant shall,

during the Term, procure and maintain insurance in full force and effect, at its own cost and expense, as set forth in Exhibit B, attached hereto and incorporated herein by this reference. Upon reasonable written notice, Tenant 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.

6.2 Indemnity. To the fullest extent permitted by law, Tenant shall hold harmless, indemnify, and defend with counsel selected by Landlord or otherwise acceptable to Landlord, Landlord and its elected and appointed officials, officers, directors, employees, agents, and designated volunteers (collectively, "**Indemnified Parties**") 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, either directly or indirectly, (i) Tenant's use of the Premises or Property, the conduct of Tenant's operations, or any activity, work, or things done, permitted, or suffered by Tenant or its employees, agents, customers, visitors, invitees, licensees, contractors, assignees, or subtenants (individually, "**Tenant Party**" and collectively, "**Tenant Parties**") in or about the Premises, the Property, or surrounding land, environment, or improvements, or (ii) Tenant's default or breach of, or 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 Landlord. Tenant's obligations to hold harmless, defend, and indemnify shall not be excused because of Tenant's inability to evaluate Liability or because Tenant evaluates Liability and determines that Tenant 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 expiration or earlier termination of this Agreement. Tenant must respond within thirty (30) days to the tender of any claim for defense and indemnity by the Landlord. For avoidance of doubt, this indemnity provision applies to third party and first party claims.

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

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

6.3 Limitation of Liability. Notwithstanding anything to the contrary contained in this Agreement, no member, manager, partner, shareholder, officer, director, employee, or affiliate of Tenant, and no elected and appointed officials, officers, directors, employees, agents, or designated volunteers of Landlord, shall have any personal liability for the payment of any amounts owing under this Agreement or for the performance of any obligations under this Agreement.

6.4 Exemption of Landlord from Liability. Tenant, as a material part of the consideration given to Landlord, hereby (i) assumes all risk of damage, illness, or injury to persons in, upon, or about the Premises arising from any cause including, but not limited to, any theft, vandalism, damage, injury to person or death and any risk of damage to the Premises, any associated improvements, and its property, including Tenant's fixtures, equipment, furniture, and

alterations, resulting from any cause, excluding any claims (except for those claims arising from Landlord's alleged failure to supervise or control Tenant's actions or Tenant's use of the Premises) arising from the sole active gross negligence or willful misconduct of Landlord, and (ii) expressly releases Landlord and its elected and appointed officials, officers, directors, employees, agents and designated volunteers ("**Released Parties**"), and waives all claims in respect thereof against the Released Parties, except for such claims caused solely by Landlord's active gross negligence or willful misconduct.

Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the property of Tenant, or injury to or illness or death of Tenant or any Tenant Party or any other person in or about the Premises, whether such damage, illness, or injury is caused by fire, steam, electricity, gas, water or rain, or from the breakage, leakage or other defects of sprinklers, wires, appliances, ventilation, plumbing, air conditioning or lighting fixtures, or from any other cause, and whether said damage, illness or injury results from conditions arising upon the Premises, upon other portions of the Property or from other sources or places, and regardless of whether the cause of such damage, illness, or injury or the means of repairing the same is inaccessible to Tenant, except only damage, illness, or injury caused solely by Landlord's gross negligence or willful misconduct.

Landlord shall not be liable for any damages arising from any action, inaction or neglect by any contractor or other tenant, if any, of the Property or Landlord's failure to enforce the terms of any agreements with parties other than Tenant.

6.5 Waiver of Civil Code Section 1542. To the extent applicable, the Parties agree that they are informed of, understand, and expressly waive the provisions of California Civil Code section 1542, which reads:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

By initialing here, Tenant certifies it read, understood, and expressly waives the provisions of Section 1542 of the California Civil Code, to the extent applicable, as set out above: SJ

ARTICLE VII
TERMINATION; DEFAULT; REMEDIES

7.1 Intentionally Omitted.

7.2 Events of Default. The occurrence of any of the following (each an "**Event of Default**") shall constitute an event of default and breach of this Agreement:

a. Any failure by Tenant to pay Rent or any other amount due and payable

hereunder upon the date when said payment is due, as to which time is of the essence.

b. Any failure by Tenant to observe or perform any of the conditions, agreements, or provisions of this Agreement, when the failure continues for a period of thirty (30) days after written notice of such failure from Landlord; provided that if the nature of the default cannot be reasonably cured within thirty (30) days, then no default shall be deemed to have occurred as long as Tenant has commenced to cure such default in good faith within such thirty (30) day period, and thereafter diligently prosecutes the cure to completion.

c. Tenant's abandonment of the Premises.

d. A general assignment by Tenant for the benefit of creditors.

e. The filing of any voluntary petition in bankruptcy by Tenant, or the filing of an involuntary petition by Tenant's creditors, which involuntary petition remains undischarged for a period of thirty (30) days. If under applicable law, the trustee in bankruptcy or Tenant has the right to affirm this Agreement and continue to perform the obligations of Tenant hereunder, such trustee or Tenant shall, in such time period as may be permitted by the bankruptcy court having jurisdiction, cure all defaults of Tenant hereunder outstanding as of the date of the affirmance of this Agreement and provide to Landlord such adequate assurances as may be necessary to ensure Landlord of the continued performance of Tenant's obligations under this Agreement.

f. The attachment, execution or other judicial seizure of all or substantially all of Tenant's assets or Tenant's leasehold of the Premises, if such attachment or other seizure remains undismissed or undischarged for a period of fifteen (15) days after the levy thereof.

g. The employment of a receiver to take possession of substantially all of Tenant's assets or Tenant's leasehold of the Premises, if such appointment remains undismissed or undischarged for a period of fifteen (15) days after the order therefor.

h. Tenant is unable to pay its debts generally as they become due.

i. Landlord shall be in default under this Agreement if Landlord fails to perform any of its material obligations under this Agreement and such failure continues for a period of thirty (30) days after written notice from Tenant; provided, however, that if such failure cannot reasonably be cured within such thirty (30)-day period, Landlord shall not be in default if Landlord commences to cure such failure within such period and thereafter diligently prosecutes such cure to completion. Upon the occurrence of a Landlord default, Tenant shall have all rights and remedies available at law or in equity, including, without limitation, the right to seek injunctive relief, and/or damages.

7.3 Remedies Upon Default. In the event of the occurrence of any Event of Default and such Event of Default is continuing beyond any applicable notice and cure period, in addition to any and all other rights and remedies available to the non-defaulting Party at law or in equity, the non-defaulting Party shall have the right to terminate this Agreement by providing written notice to the defaulting Party, and on the date specified in such notice, this

Agreement shall terminate. Prior to serving such notice of termination, the non-defaulting Party shall send the defaulting Party a second written notice via overnight courier, with a courtesy copy sent by email: (i) describing the Event of Default; (ii) containing a subject line in such notice of at least eighteen (18) point font in ALL CAPS stating: "FAILURE TO CURE SUCH DEFAULT WILL RESULT IN AGREEMENT TERMINATION"; and (iii) giving the defaulting Party an additional thirty (30) days after the notice is deemed delivered to cure the Event of Default described in the notice. If Tenant is the defaulting Party and fails to cure the default within such additional cure period, Landlord may recover possession of the Premises or any part thereof and expel and remove therefrom Tenant and any other person occupying the same, including any subtenant or subtenants notwithstanding Landlord's consent to any sublease, by any lawful means, and again repossess and enjoy the Premises without prejudice to any of the remedies that Landlord may have under this Agreement, or at law or equity by reason of Tenant's default or of such termination. Landlord hereby reserves the right, but shall not have the obligation, to recognize the continued possession of any subtenant. Upon termination of this Agreement, Tenant's removal obligations shall be as set forth in Section 2.9.

7.4 Civil Code 1951.4. Landlord has the remedy described in California Civil Code Section 1951.4 (Landlord may continue this Agreement in effect after Tenant's breach and abandonment and recover rent as it becomes due, if Tenant has a right to sublet or assign, subject only to reasonable limitations).

7.5 Remedies Cumulative. All of Landlord's rights, privileges, and elections or remedies are cumulative and not alternative, to the extent permitted by law and except as otherwise provided herein.

ARTICLE VIII
CONDEMNATION; DESTRUCTION

8.1 Condemnation Resulting in Termination. If the whole or any substantial part of the Premises should be taken or condemned for any public use under any Regulation, or by right of eminent domain, or by private purchase in lieu thereof, and the taking would prevent or materially interfere with the Permitted Use of the Premises, either Party shall have the right to terminate this Agreement at its option. If any material portion of the Premises is taken or condemned for any public use under any Regulation, or by right of eminent domain, or by private purchase in lieu thereof, Landlord may terminate this Agreement at its option. In either of such events, the Base Rent shall be abated during the unexpired portion of this Agreement, effective when the physical taking of said Premises shall have occurred.

8.2 Condemnation Not Resulting in Termination. If a portion of the Property of which the Premises is a part should be taken or condemned for any public use under any Regulation, or by right of eminent domain, or by private purchase in lieu thereof, and the taking prevents or materially interferes with the Permitted Use of the Premises, and this Agreement is not terminated as provided in Section 8.1 above, the Base Rent payable hereunder during the unexpired portion of this Agreement shall be reduced, beginning on the date when the physical taking shall have occurred, to such amount as may be fair and reasonable under all of the circumstances, but only after giving Landlord credit for all sums

received or to be received by Tenant by the condemning authority. Notwithstanding anything to the contrary contained in this section, if the temporary use or occupancy of any part of the Premises shall be taken or appropriated under power of eminent domain during the Term, this Agreement shall be and remain unaffected by such taking or appropriation and Tenant shall continue to pay in full all Base Rent payable hereunder by Tenant during the Term; in the event of any such temporary appropriation or taking, Tenant shall be entitled to receive that portion of any award which represents compensation for the use of or occupancy of the Premises during the unexpired Term.

8.3 Award. Landlord shall be entitled to (and Tenant shall assign to Landlord) any and all payment, income, rent, award or any interest therein whatsoever which may be paid or made in connection with such taking or conveyance and Tenant shall have no claim against Landlord or otherwise for any sums paid by virtue of such proceedings, whether or not attributable to the value of any unexpired portion of this Agreement, except as expressly provided in this Agreement. Notwithstanding the foregoing, any compensation specifically and separately awarded Tenant for Tenant's personal property and moving costs, shall be and remain the property of Tenant.

8.4 Waiver of Section 1265.130 of the California Code of Civil Procedure. Each party waives the provisions of California Civil Code Procedure Section 1265.130 allowing either party to petition the superior court to terminate this Agreement as a result of a partial taking.

8.5 Damage or Destruction. If, during the Term, the improvements on the Premises are totally destroyed by any casualty, either Party may, in its sole discretion, terminate this Agreement by written notice to the other Party within sixty (60) days of such destruction. If any material portion of the Premises (i.e., more than 20% of the area), access to the Premises, utilities for the Premises, or the majority of the Charging Stations are damaged or destroyed by fire or other casualty, Tenant may, in its sole discretion, terminate this Agreement by written notice to Landlord within ninety (90) days of such casualty. Notwithstanding anything to the contrary, in no event shall Tenant be required to install new Charging Stations during the last twenty-four (24) months of the Term if the same are damaged or destroyed due to a casualty; in such event, Tenant may terminate this Agreement by written notice to Landlord. If this Agreement is not terminated due to casualty, Tenant shall restore, as soon as reasonably possible, the Charging Stations and Tenant's other improvements on the Premises to substantially the same condition as they were in immediately before destruction, in compliance with all Laws and Regulations. The provisions of California Civil Code sections 1932(2) and 1933(4), and any successor statutes, are inapplicable with respect to any destruction of any part of the Premises; such sections provide that a lease terminates on the destruction of the Premises unless otherwise agreed between the Parties to the contrary.

ARTICLE IX
REPRESENTATIONS, WARRANTIES, AND COVENANTS; DUE DILIGENCE PERIOD

9.1 Representation, Warranties, Covenants. The Parties each hereby represent and

warrant to the other Party that, as of the Effective Date: (a) it has all necessary power and authority to execute, deliver, and perform its obligations hereunder; (b) the execution, delivery, and performance of the Agreement have been duly authorized by all necessary action and do not violate any of the terms or conditions of its governing documents, any contract to which it is a party, (c) there is no pending or, to its knowledge, threatened litigation or proceeding that may adversely affect its ability to perform the Agreement; (d) it is duly organized and validly existing under the laws of the jurisdiction of its organization; (e) the Agreement constitutes a legal, valid and binding obligation of such Party, except as enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights and by general principles of equity. Consistent with and without limiting the Parties' obligations as set forth in Section 2.11 of this Agreement, each Party shall comply with all federal, state, and local laws, rules, regulations (including, without limitation, all zoning ordinances and building codes, nondiscrimination laws) and as amended from time-to-time in performing its obligations under the Agreement.

9.2 Due Diligence Period. Notwithstanding anything to the contrary herein, Tenant shall have a period of one hundred eighty (180) days following the Effective Date (the "**Due Diligence Period**") during which Tenant and its representatives shall have the right to enter the Premises at reasonable times to conduct inspections, investigations, tests, surveys, engineering studies, soil tests, and environmental assessments (provided that any invasive testing shall require Landlord's prior consent), to review title, survey, drainage, lighting, ADA requirements, zoning, power and utility availability, access, and easements, and to Pursue all permits, licenses, agreements, easements, utility commitments, variances, entitlements, and other approvals necessary or appropriate for the construction or operation of the Charging Stations (collectively, the "**Approvals**"). "**Pursue**" shall mean Tenant's right to submit applications for Approvals, meet with governmental persons and other authorities with respect to Approvals, execute, and otherwise pursue and attempt to obtain Approvals. On or before the expiration of the Due Diligence Period, Tenant may terminate this Agreement without penalty for any reason by providing written notice thereof to Landlord, whereupon any security deposit shall be refunded within thirty (30) days of Landlord receiving notice from Tenant of its decision to terminate this Agreement, except for all or a portion of the Security Deposit which is retained by Landlord pursuant to Section 3.5 of this Agreement, and the Parties shall have no further rights or obligations hereunder except for those which expressly survive termination.

9.3 Possession Date. "**Possession Date**" means the date that Landlord delivers the Premises to Tenant (i) free of other tenants or parties in possession, including all equipment and property of others; (ii) having obtained all Required Consents; (iii) free of liens, monetary encumbrances, and violations of Laws (as defined below) which could materially interfere with Tenant's ability to obtain Approvals; and (iv) otherwise in an "as-is, where-is" condition; provided, however, the Possession Date shall be no earlier than one (1) business day after the date the Due Diligence Period expires or is waived in writing by Tenant.

9.4 Required Consents. Landlord represents that, to its knowledge, it has provided Tenant with copies of all covenants, conditions, restrictions, use restrictions, and reciprocal access agreements ("**CC&Rs**") and amendments thereto which encumber the Premises, together with all current rules, design guidelines, or other consents needed for the construction and operation of the Charging Stations at the Premises. To Tenant's actual knowledge, there are no consents, approvals,

or waivers from any tenant at the Property or from any lien or mortgage holder needed for the construction and operation of the Charging Stations at the Premises ("**Required Consents**"), except as identified by Landlord in writing to Tenant. Landlord shall, during the Due Diligence Period, at its sole cost, obtain all Required Consents and any lot consolidations or lot line adjustments required by applicable law for Approvals. To the extent Landlord does not obtain all such Required Consents prior to the expiration of the Due Diligence Period (and provide evidence of same to Tenant), the Due Diligence Period shall automatically be extended for successive fifteen (15) day increments until Landlord has satisfied such requirements. If Landlord does not satisfy such requirements within one hundred fifty (150) days after the expiration of the Due Diligence Period, Tenant shall have the option, until the requirements are satisfied, to terminate this Agreement by written notice to Landlord, whereupon any security deposit shall be refunded within thirty (30) days of Landlord receiving notice from Tenant of its decision to terminate this Agreement, except for all or a portion of the Security Deposit which is retained by Landlord pursuant to Section 3.5 of this Agreement, and the Parties shall have no further rights or obligations hereunder except for those which expressly survive termination. As used in this Agreement, "knowledge" means the actual knowledge of the City Manager, without any duty to investigate or inquire. There shall be no personal liability on the part of said individual arising out of any representations or warranties made in this Agreement.

ARTICLE X
MISCELLANEOUS PROVISIONS

10.1 Notices. All notices, demands, and approvals (collectively, "**notices**") required or permitted under this Agreement shall be in writing and shall be sent by a reputable overnight delivery service and via email, to the addresses and email addresses of the respective Party set forth below or as otherwise updated from time to time by written notice. Any notice given by overnight delivery service shall also be sent via email and shall be deemed given on the next business day after deposit with such overnight delivery service or upon refusal of the receiving Party to accept delivery. Notwithstanding anything to the contrary, all notices of default or breach shall be delivered by overnight delivery service and email. For purposes of notice, the addresses of the Parties shall be as follows:

To Landlord: Attention: Property Manager
Office of Innovation & Economic Development
City of Livermore
1052 South Livermore Avenue
Livermore, California 94550
emledesma@livermoreca.gov

with copies to: Attention: City Attorney
City Attorney's Office
City of Livermore
1052 South Livermore Avenue
Livermore, California 94550
CityAttorney@livermoreca.gov

To Tenant:	IONNA LLC Attention: Contract Administrator: Real Estate 4022 Stirrup Creek Drive, Suite 315 Durham, North Carolina 27703 notices@ionna.com
with copies to:	Attention: Jennifer Understahl, Esq. Perkins Coie LLP 2525 E. Camelback Road, Suite 500, Phoenix, Arizona 85016-4227 ionnaintake@perkinscoie.com

The Parties' address for notices may be changed from time to time by giving the other written notice in a manner consistent with the requirements of this section.

10.2 Property Rights. The rights granted to Tenant in this Agreement shall constitute covenants running with the land as to the interests in real property which are made subject hereto and shall bind Landlord's successors and assigns, and any transferee of Landlord's interest in the Premises shall assume and be bound by all terms and conditions of this Agreement. Landlord agrees that it shall not, during the Term, grant any sublease or property right on, in, or under the Premises of any sort to any third party that conflicts with the rights granted to Tenant pursuant to this Agreement, and there shall be no relocation right of Landlord with respect to the Premises or the Charging Stations. Tenant may record any sublease with its contractors and vendors, or any memorandum thereof, in the public records of any public office. This Agreement is binding on and inures to the benefit of the Parties and their respective heirs, successors, assigns, and personal representatives.

10.3 Assignment and Subletting. Except as otherwise provided in this section, Tenant shall not assign, transfer, sublet, or otherwise transfer or encumber any of Tenant's interest in this Agreement, the Premises, or the Property without Landlord's prior written consent, which Landlord shall not unreasonably withhold. Notwithstanding the foregoing, Tenant shall have the right to assign or transfer this Agreement, without consent, to: (i) an Affiliate (defined hereafter) of Tenant; or (ii) an entity acquiring all or substantially all of the assets of, or interest in, Tenant. For the avoidance of doubt, no agreement between Tenant and an Affiliate or third party for the operation or maintenance of the Charging Stations shall be deemed an assignment or transfer hereunder. "**Affiliate**" means an entity that controls, is controlled by, or is under common control with Tenant, where "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies, or operations of an entity, through ownership of voting securities, by contract, or otherwise.

If Tenant desires to assign this Agreement or sublet any or all of the Premises, Tenant shall give Landlord written notice (the "**Transfer Notice**") at least ninety (90) days prior to the anticipated effective date of the proposed assignment or sublease, which shall contain all of the information reasonably requested by Landlord to address Landlord's decision criteria specified hereinafter. Landlord shall then have a period of sixty (60) days following receipt of the Transfer Notice to notify Tenant in writing that Landlord elects either: (i) to terminate

this Agreement as to the space so affected as of the date so requested by Tenant; or (ii) to consent to the proposed assignment or sublease, subject, however, to Landlord's prior written consent of the proposed assignee or subtenant and of any related documents or agreements associated with the assignment or sublease.

Without limiting the other instances in which it may be reasonable for Landlord to withhold Landlord's consent to an assignment or subletting, Landlord and Tenant acknowledge that it shall be reasonable for Landlord to withhold Landlord's consent in the following instances: (i) if the proposed assignee does not agree to be bound by and assume the obligations of Tenant under this Agreement in form and substance satisfactory to Landlord; (ii) the use of the Premises by such proposed assignee or subtenant would not be a Permitted Use or would violate any exclusivity or other arrangement which Landlord has with any other tenant or occupant, or any Regulation; (iii) the proposed assignee or subtenant is not of sound financial condition as determined by Landlord in Landlord's sole discretion; (iv) the proposed assignee or subtenant does not have a good reputation as a tenant of property; (v) the assignment or subletting would entail use of any Hazardous Materials or other noxious use or use which may disturb other tenants or users of the Property or surrounding areas; or (vi) Tenant is in default of any obligation of Tenant under this Agreement, or Tenant has defaulted under this Agreement on two (2) or more occasions during any twelve (12) months preceding the date that Tenant shall request consent. Failure by or refusal of Landlord to consent to a proposed assignee or subtenant shall not cause a termination of this Agreement. Upon a termination under this section, Landlord may lease the Premises to any party, including parties with whom Tenant has negotiated an assignment or sublease, without incurring any liability to Tenant. At the option of Landlord, a surrender and termination of this Agreement shall operate as an assignment to Landlord of some or all subleases or subtenancies. Landlord shall exercise this option by giving notice of that assignment to such subtenants on or before the effective date of the surrender and termination.

In the event ownership of the Property or Premises is transferred or Landlord ceases to have the requisite level of control over the Premises necessary to fulfill its obligations under this Agreement (a **"Transfer Event"**), Landlord shall either assign its rights and obligations under the Agreement to the person or entity which would be able to comply with Landlord's obligations following such Transfer Event or require, in the event of a voluntary Transfer Event, such person or entity to enter into a separate agreement with Tenant that contains terms materially similar to this Agreement and that are acceptable to Tenant. Further, Landlord agrees that any such Transfer Event shall not affect, terminate or disturb Tenant's right to quiet enjoyment and possession of the Premises under the terms of this Agreement or any of Tenant's other rights under this Agreement, so long as Tenant is not then in default under any of the terms, covenants, or conditions of this Agreement. Notwithstanding any of the above, if Landlord separately enters into a lease or other property rights agreement with a third party with respect to the Premises, then, prior to the commencement of construction on the Premises, Tenant agrees to enter into a separate consent agreement amongst Landlord, Tenant, and the third party to govern their respective rights and obligations with respect to the Premises.

10.4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Landlord, its successors and assigns, and shall be binding upon and inure to the benefit of Tenant, its successors, and to the extent assignment is approved by Landlord as provided

hereunder, Tenant's assigns.

10.5 Lease Administration and Approvals. The City Manager of the City of Livermore, or their designee, shall be the person designated by Landlord to administer this Agreement on behalf of the City and shall have the authority to consent to any matter requiring Landlord approval or consent as provided in this Agreement.

10.6 Entry and Inspection. Landlord, through its duly authorized agents, shall have at any reasonable time the full right to enter the Premises for the purpose of periodic inspection for fire protection, maintenance, and to investigate compliance with the terms of this Agreement. Any improvements deemed unsafe and/or in need of repair shall be repaired by Tenant to the satisfaction of the Landlord. Tenant shall be responsible for all costs associated with repairing the unsafe improvements to meet current building and safety codes, and all other Regulations and Laws. Tenant shall be responsible for obtaining all necessary permits to complete the repairs. This right of entry shall, except in an emergency, be exercised within seven (7) days written notice and all efforts, including, but not limited to changing or delaying the time of entry, shall be made as to not unreasonably interfere with Tenant's programs, facility management, or operations. Tenant agrees to provide any documents that may be requested by Landlord to determine compliance with this Agreement within thirty (30) days of such request.

10.7 Liens. Tenant shall at all times keep the Premises and Property free from liens arising out of or related to work or services performed, materials or supplies furnished or obligations incurred by or on behalf of Tenant or in connection with work made, suffered or done by or on behalf of Tenant in or on the Premises or Property. If Tenant shall not, within ten (10) days following the imposition of any such lien, cause the same to be released of record by payment or posting of a proper bond, Landlord shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause the same to be released by such means as Landlord shall deem proper, including payment of the claim giving rise to such lien. All sums paid by Landlord on behalf of Tenant and all expenses incurred by Landlord in connection therefor shall be payable to Landlord by Tenant on demand with interest at the Applicable Interest Rate as Additional Rent. Landlord shall have the right at all times to post and keep posted on the Premises any notices permitted or required by law, or which Landlord shall deem proper, for the protection of Landlord, the Premises, the Property and any other party having an interest therein, from mechanics' and materialmen's liens, and Tenant shall give Landlord not less than ten (10) business days' prior written notice of the commencement of any work in the Premises, the Property, or the surrounding property which could lawfully give rise to a claim for mechanics' or materialmen's liens to permit Landlord to post and record a timely notice of non-responsibility, as Landlord may elect to proceed or as the law may from time to time provide, for which purpose, if Landlord shall so determine, Landlord may enter the Premises. Tenant shall not remove any such notice posted by Landlord without Landlord's consent, and in any event not before completion of the work which could lawfully give rise to a claim for mechanics' or materialmen's liens. The "Applicable Interest Rate" is the lesser of eighteen percent (18%) per annum or the maximum interest rate allowed by law.

10.8 No Leasehold Financing Permitted. Tenant may not enter into a leasehold mortgage or any other financing secured by this Agreement or Tenant's interest in the Premises or the

Property. A "leasehold mortgage" is any mortgage, deed of trust, or other security instrument (including, without limitation, an assignment of rents, issues, and profits generated on or by the Premises) and any obligation relating thereto, which secures Tenant's repayment of any loan to, and associated obligations of Tenant, and in which all or any part of the security consists of an encumbrance on the leasehold estate created by this Agreement, the improvements, or Tenant's equipment or other personal property used on or about the Premises.

10.9 Subordination. Provided that Tenant is provided with a reasonable and customary subordination, non-disturbance and attornment agreement ("**SNDA**") duly executed and in recordable form by the holder of any mortgage, deed to secure debt, or deed of trust ("**Mortgage**"), this Agreement shall be subject and subordinate at all times to any Mortgage that may now exist or hereafter be placed upon the Premises. If Landlord mortgages, alienates, sells, transfers, or otherwise encumbers the Property or Premises after the Effective Date, the receipt of an executed SNDA by Tenant is an express condition to subordinating this Agreement to any such future Mortgage or transfer. In the event of a sale or transfer of all or a portion of Landlord's interest in the Property or Premises while this Agreement is in effect, this Agreement shall run with the land, and the Premises (and Property) shall continue to be subject to this Agreement. Landlord warrants that any transferee shall assume and be bound by all terms and conditions of this Agreement, and Landlord shall obtain any necessary documents to confirm such assignment.

10.10 Inspection by Certified Access Specialist. Landlord discloses that the Premises has not undergone inspection by a Certified Access Specialist. The Parties agree that Tenant shall be responsible and required to bring the Premises into compliance, if necessary. Section 1938(e) of the California Civil Code provides: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

10.11 City Municipal Powers. Landlord is entering into this Agreement in its proprietary capacity, and not in its regulatory or governmental capacity, or in its capacity as a utility provider. Nothing in this Agreement shall be construed as restraining, impairing or restricting Landlord in its regulatory capacity, or granting any rights upon the Tenant with respect to the use, occupancy or operation of the Premises in a manner inconsistent with Regulations. This Agreement does not grant any development rights upon the Tenant with respect to the Premises and any such development shall be subject to all applicable provisions of the Livermore Municipal Code and Livermore Development Code.

10.12 No Agency Relationship. Nothing in the Agreement shall be deemed or construed to create a joint venture, partnership, fiduciary, employment, or agency relationship between the Parties, and the employees of one Party shall not be deemed to be the employees of the other Party. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or

remedy of any nature. Except as otherwise stated in this Agreement, no Party has any right to act on behalf of the other, nor represent that it has such right or authority.

10.13 Severability. If any provision or portion of this Agreement is deemed invalid, illegal, or unenforceable by a court of competent jurisdiction, it is agreed that such invalidity shall affect only such provision or portion thereof, and the remainder of this Agreement shall remain in force and effect, if both the economic and legal substance of the transactions that this Agreement contemplates are not affected in any manner materially adverse to any Party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

10.14 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflict of laws principles. Sole and exclusive venue for any action or claim between the Parties that arises from or in connection with this Agreement will reside exclusively in Alameda County Superior Court (the "Court"). All Parties to this Agreement agree to be subject to the Court's jurisdiction and waive all claims whatsoever that would defeat the Court's jurisdiction to hear and adjudicate any action or claim between the Parties that arises from or in connection with this Agreement.

10.15 No Waiver. If either Landlord or Tenant waives the performance of any term, covenant, or condition contained in this Agreement, such waiver shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, or constitute a course of dealing contrary to the expressed terms of this Agreement. The acceptance of Rent by Landlord (including, without limitation, through any "lockbox") shall not constitute a waiver of any preceding breach by Tenant of any term, covenant or condition of this Agreement, regardless of Landlord's knowledge of such preceding breach at the time Landlord accepted such Rent. Failure by Landlord to enforce any of the terms, covenants or conditions of this Agreement for any length of time shall not be deemed to waive or decrease the right of Landlord to insist thereafter upon strict performance by Tenant. Waiver by Landlord of any term, covenant or condition contained in this Agreement may only be made by a written document signed by Landlord, based upon full knowledge of the circumstances.

10.16 No Light, Air, or View Easement. Any diminution or shutting off of light, air or view by any structure which may be erected on lands adjacent to or in the vicinity of the Premises or Property shall in no way affect this Agreement or impose any liability on Landlord.

10.17 Accord and Satisfaction. No payment by Tenant of a lesser amount than the total Rent due nor any endorsement on any check or letter accompanying any check or payment of Rent shall be deemed an accord and satisfaction of full payment of Rent, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of such Rent or to pursue other remedies. All offers by or on behalf of Tenant of accord and satisfaction are hereby rejected in advance.

10.18 Time. Time is of the essence regarding this Agreement and its provisions.

10.19 Quiet Enjoyment. Upon payment by Tenant of Base Rent, and upon the observance and performance of all of the other covenants, terms, and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under Landlord, subject, nevertheless, to all of the other terms and conditions of this Agreement. Landlord shall not be liable for any hindrance, interruption, interference or disturbance by other tenants or third persons, nor shall Tenant be released from any obligations under this Agreement because of such hindrance, interruption, interference, or disturbance.

10.20 Easements.

a. Landlord may grant easements on, over, or under the Premises and dedicate for public use portions of the Premises without Tenant's consent; provided that no such grant or dedication shall materially interfere with Tenant's Permitted Use of the Premises. Upon Landlord's request, Tenant shall execute, acknowledge and deliver to Landlord documents, instruments, maps, and plats necessary to effectuate Tenant's covenants hereunder.

b. Landlord grants to Tenant the right to receive utility services including, but not limited to electric facilities, appurtenances and associated equipment, and the right for the utility service supplier to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect and use said utility facilities, together with the right for the utility service supplier to ingress and egress from said utility facilities across the Premises. Landlord grants the right for the utility service supplier to trim or cut down any trees or brush within five (5) feet on each side of the centerline of said utility facilities. In addition, Landlord shall not erect or construct any building or other structure, or drill or operate any well within five (5) feet on each side of the centerline of said utility facilities.

10.21 Remedies. The rights and remedies provided by the Agreement are cumulative, and the use of any right or remedy by any Party does not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights a Party may have under any applicable law, in equity or otherwise.

10.22 Holding Over. If Tenant remains in possession of the Premises after the expiration or earlier termination of the Term, such occupancy shall be a tenancy from month-to-month (and not a renewal or extension of this Agreement) subject to all the other terms and conditions in this Agreement, which may be terminated at any time by Landlord or Tenant by providing not less than thirty (30) calendar days' written notice. Nothing contained in this Agreement shall give to Tenant the right to occupy the Premises after the expiration of the Term or any earlier termination of the Agreement.

10.23 Force Majeure. No Party is responsible for any delay or failure in performance of any part of the Agreement to the extent that delay or failure is caused by a force majeure event. In the event such delay or failure caused by a force majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such force majeure event is in effect,

and such performance shall promptly occur or resume thereafter at the expense of the Party so delayed or hindered. A "force majeure event" is an act or event, whether foreseen or unforeseen, that prevents a Party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such Party, and that such Party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, war, riots, strikes, accidents, fire, flood, explosion, embargo, military authority, pandemic, and changes in law. Tenant hereby releases Landlord from any and all liability, whether in contract or tort (including strict liability and negligence) for any loss, damage, or injury of any nature whatsoever sustained by Tenant, its employees, agents, or invitees during the Term, including, but not limited to, loss, damage, or injury to property of Tenant that may be located or stored on the Premises due to a force majeure event. If a Force Majeure event prevents Tenant from operating the Charging Stations at the Premises for more than one hundred eighty (180) consecutive days, Tenant may terminate this Agreement upon written notice to Landlord prior to the end of such Force Majeure event.

10.24 No Third-Party Beneficiaries. The Agreement does not confer any rights or remedies on any person other than the Parties and their respective successors and permitted assigns.

10.25 Review of Lease Agreement. Each Party to this Agreement declares that, prior to the execution of this Agreement, each Party had the opportunity to seek the independent advice of counsel and that it apprised itself of sufficient relevant information in order that it might intelligently exercise their own judgment in deciding whether to execute this Agreement. Each Party agrees that they have completely read and understood the Agreement, know the contents thereof, and have signed the Agreement of their own free will and free of any duress.

10.26 Real Estate Brokers. Tenant and Landlord each represent that it has not had dealings with any real estate broker, finder, or other similar person with respect to this Agreement in any manner. Tenant and Landlord each shall indemnify the other from all claims that may be asserted against the other by a broker, finder, or other similar person with whom it has or purportedly has dealt.

10.27 Integration; Amendments. The Agreement, together with any attachments hereto, contains all agreements, promises, and understandings between the Parties as to the subject matter of this Agreement and supersedes any previous negotiations. There have been no representations made by the Landlord or understandings made between the Parties other than those set forth in this Agreement and any attachments hereto. Any amendment, modification or other change to the Agreement shall be ineffective unless made in a writing signed by the Parties hereto. Prior to becoming effective, any amendments must be approved by the City Council of the City of Livermore. Notwithstanding the foregoing, Landlord shall have the right to amend this Agreement to bring it in compliance with all Laws and Regulations, as may be amended from time-to-time.

10.28 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all the Parties had signed the same document.

10.29 Construction. All documents or items attached to this Agreement are incorporated into the Agreement as fully as if stated within the body of the Agreement. The terms and conditions

of 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.

10.30 Recording. This Agreement shall be recorded in the Office of the County Recorder, Alameda County. Tenant shall not record this Agreement or a short form memorandum hereof without Landlord's prior written approval.

10.31 Headings. The headings used in this Agreement are intended solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they define or limit the scope or meaning of any provision of this Agreement.

10.32 Authority. Landlord represents and warrants that it has full right and authority to enter into this Agreement and to perform all of Landlord's obligations hereunder and that all persons signing this Agreement on its behalf are authorized to do. Tenant and the person or persons, if any, signing on behalf of Tenant, jointly and severally represent and warrant that Tenant has full right and authority to enter into this Agreement, and to perform all of Tenant's obligations hereunder, and that all persons signing this Agreement on its behalf are authorized to do so.

10.33 Recitals. The recitals to this Agreement are true and correct.

10.34 Exhibits and Attachments. In the event of any inconsistency or conflict between the language in the body of this Agreement and any exhibit or attachment hereto, the language in the body of the Agreement controls.

[SIGNATURES ON THE FOLLOWING PAGE]

In witness thereof, the Parties have entered into this Agreement as of the Effective Date set forth above.

[SIGNATURES MUST BE NOTARIZED]

TENANT:
IONNA LLC,
a Delaware limited liability company

Dated: 9/9/2026

By: SETH CUTLER

Title: CEO

LANDLORD:
City of Livermore
A municipal corporation

Dated: _____

John Marchand
Mayor

Approved as to Form:

Molly A. O'Toole
Assistant City Attorney

Approved as to Insurance:

Jas Sidhu
Risk Manager

Exhibits:

Exhibit A – Premises

Exhibit B – Insurance

TENANT:

IONNA LLC,
a Delaware limited liability company

By:_____
Name: Seth Cutler
Title: Chief Executive Officer

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

I certify that Seth Cutler personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of IONNA LLC.

Witness my hand and official seal, this 9th day of Sept, 2026.

_____
Notary Public

My Commission Expires: July 21, 2031

CAMILLE ROBINSON
NOTARY PUBLIC
DURHAM COUNTY, NC
EXPIRES JULY 21, 2031

EXHIBIT A
SITE PREMISES

A LEGIBLE COPY OF THIS MAP CAN BE FOUND WITH THE CITY OF LIVERMORE, INNOVATION & ECONOMIC DEVELOPMENT DEPARTMENT – 1052 S. LIVERMORE AVE., LIVERMORE, CA 94550

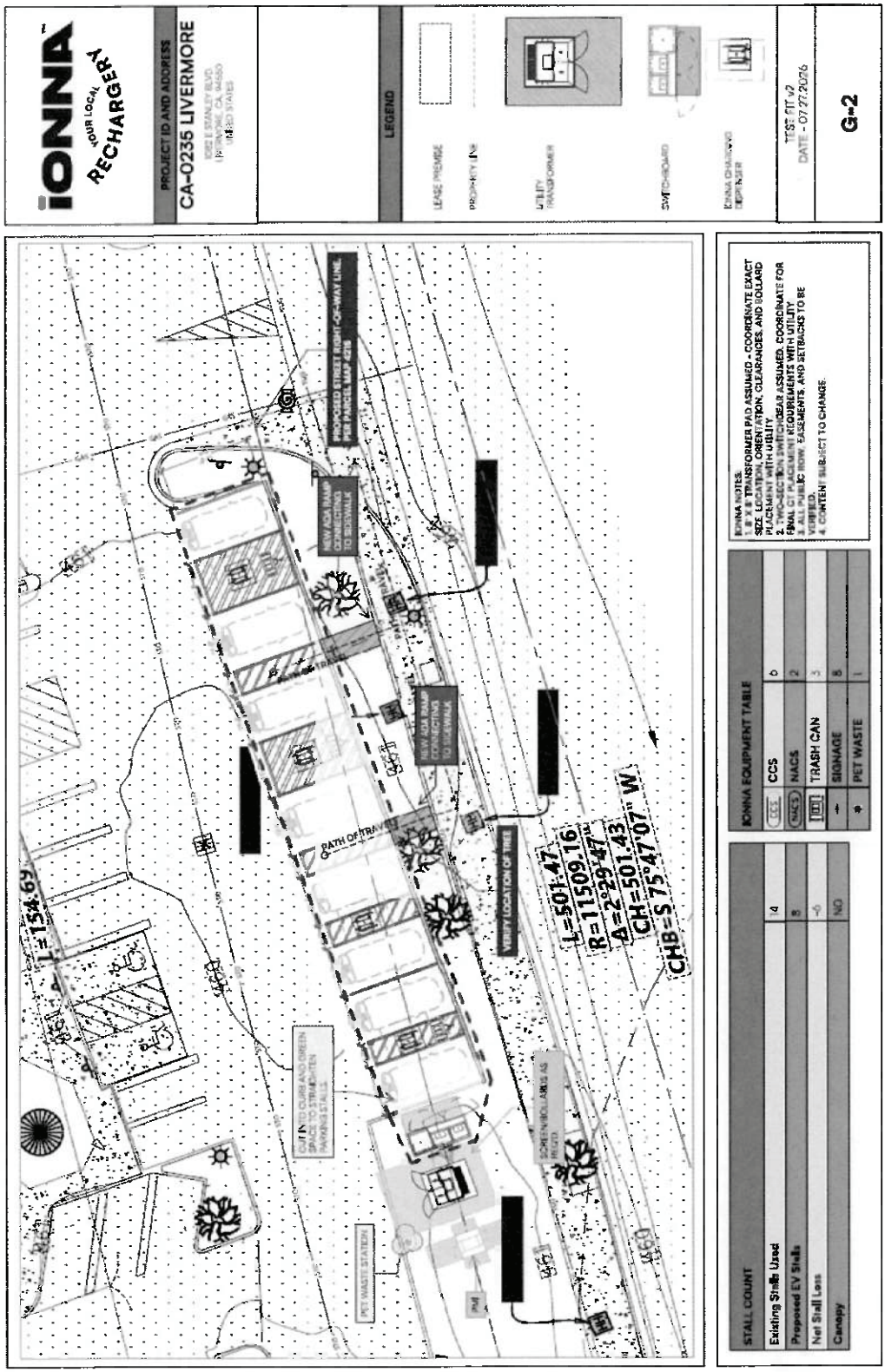


EXHIBIT B
INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance
Tenant 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:
$2,000,000 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 Tenant is a sole proprietor, then Tenant must sign "Contractor Release of Liability."

4. Property Insurance:
Total value of all tenant improvements, betterments, and contents. The City of Livermore shall be named as loss payee as its interest may appear. The insurer shall waive all rights against City.

5. Pollution Liability:
$2,000,000 per occurrence.

Deductibles and Self-Insured Retention
All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City of Livermore.

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

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

1. The City of Livermore, its officers, officials, employees, and designated volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Tenant; or automobiles owned, leased, hired or borrowed by the Tenant. 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 Tenant'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.

2. 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 designated volunteers.

3. Tenant'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.

4. 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.

5. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550.

Verification of Coverage
Tenant 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 Agreement commences.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.11**

DATE: September 14, 2026

TO: Honorable Mayor and City Council

FROM: Kristen Hilton, Acting Administrative Services Director

SUBJECT: Resolution authorizing execution of a three-year agreement with IC Systems, Inc. for Accounts Receivable Collection Services ending June 30, 2029 in an amount not-to-exceed $1,000,000.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution approving a three-year contract with IC Systems, Inc. to provide accounts receivable collection services for City departments, in an amount not to exceed $1,000,000, and authorizing the City Manager to execute the agreement and any necessary amendments.

SUMMARY

City departments regularly encounter delinquent customer accounts related to fees, permits, utilities, licenses, and other City services. To support timely, consistent, and professional collection efforts, staff recommends entering into a three-year agreement with IC Systems, Inc., a nationally recognized collections firm. The agreement authorizes IC Systems to collect outstanding balances on the City's behalf and retain up to 18.9% of all amounts collected as payment for services.

IC Systems, Inc. was selected after a competitive process based on their extensive experience in public sector collections, customer friendly approach, and competitive fee structure. The company has worked with numerous local governments nationwide and adheres to strict compliance and data security standards.

The contract will enable more effective accounts receivable recovery, create consistent practices across departments, and support fiscal responsibility in managing outstanding debts owed to the City.

DISCUSSION

The City issued a Request for Proposals (RFP) for delinquent account collection services, and five companies from across the nation submitted proposals for evaluation. Following a comprehensive review process, IC Systems, Inc. was selected as the recommended vendor.

Under the proposed agreement, IC Systems, Inc. will:

1. Receive delinquent accounts referred by the City after internal collection steps are exhausted.
2. Conduct collection activities consistent with state and federal regulations.
3. Provide detailed reporting, account tracking, and remittance statements.
4. Retain up to 18.9% of recovered funds as compensation, remitting the remaining balance to the City.
5. Provide customer service to account holders seeking to resolve outstanding balances.

The three-year contract, with a not-to-exceed limit of $1,000,000, ensures adequate capacity for all participating City departments while allowing flexibility based on volume. Fees are paid only from successfully collected amounts. There is no upfront cost to the City. This contract will improve collection effectiveness, reduce staff time spent on delinquency follow-up, and increase revenue recovery supporting City operations and enterprise funds.

FISCAL AND ADMINISTRATIVE IMPACTS

There is no fiscal impact to the City's General Fund or operating budgets, as IC Systems, Inc. is compensated solely from a percentage of funds successfully collected on delinquent accounts. The City incurs no upfront or ongoing fixed costs, and payments to the vendor are made only when revenue is recovered.

By increasing the likelihood of recovering outstanding balances that would otherwise remain uncollected, the agreement is expected to increase net collection revenue across participating City departments. Additional benefits include reduced staff time spent on delinquency follow-up, improved tracking and reporting, and streamlined coordination across departments.

COMMUNITY PILLAR

5. A City That Works

GOAL

11. Modernize key business systems and processes to increase efficiency and improve transparency.

ATTACHMENTS

1. Resolution
2. Exhibit A - Professional Services Agreement

Prepared by: Martin Wong
Accounting Supervisor

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Kristen Hilton
Acting Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH IC SYSTEMS, INC. FOR ACCOUNTS RECEIVABLE COLLECTIONS SERVICES FOR CITY DEPARTMENTS IN AN AMOUNT NOT-TO-EXCEED $1,000,000 FOR A THREE-YEAR TERM

City departments regularly encounter delinquent customer accounts related to fees, permits, utilities, licenses, and other City services. To support timely, consistent, and professional collection efforts, staff recommend entering into a three-year agreement with IC Systems Inc., a nationally recognized collections firm. The agreement authorizes IC Systems to collect outstanding balances on the City's behalf and retain up to 18.9% of all amounts collected as payment for services.

In February 2026 and with the support from Procurement, the Innovation & Economic Development Department completed a competitive bidding process and selected IC Systems, Inc. as the best value to provide collection agency services. IC Systems Inc. met all bid requirements and offered the most competitive rates.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that it hereby authorizes the City Manager to execute a professional services agreement with IC Systems, Inc., for account receivable collections services to all City Departments, attached hereto as Exhibit A, in an amount not to exceed $1,000,000.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 14, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Daniel Gonzales
Daniel Gonzales
Deputy City Attorney

Exhibit A – Professional Services Agreement

Docusign Envelope ID: 2C235F42-B0F1-8370-82AC-3FB7E94C8DF9

EXHIBIT A

25-1116

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 20 , by and between the City of Livermore ("City"), a municipal corporation, and IC System Inc ("Consultant"), a(n) Minnesota Corporation.

RECITALS

City requires professional services for debt collections including, but not limited to, account placement processing; letter series production and delivery; toll-free phone line support; skip-trace efforts; account and balance update processing; and correspondence and bankruptcy handling. Consultant warrants that 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 representations and warranties as inducement to award this Agreement to Consultant.

Consultant represents and warrants that 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 representations and warranties as inducement to award this Agreement to 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 and defined below in Section 3 *Description of Services* subject to the terms and conditions in this Agreement.

2. Relationship of Parties – Independent Contractors.

(a) The relationship of the parties shall be that of independent contractors. Consultant is and shall at all times remain as to City a wholly independent contractor during the term of this Agreement.

(b) Consultant and its personnel performing the Services on behalf of Consultant are not City officers or employees. Consultant's personnel shall at all times be under Consultant's exclusive direction, control, supervision, and management. Consultant, at its own cost and expense, is responsible for all workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the Services by Consultant's personnel.

(c) Consultant and its personnel providing the Services shall not qualify for or become entitled to, and hereby waive any claims to, any compensation, benefit, or any incident in employment by City, including but not limited to enrollment in the California Public Employees Retirement System (PERS) as an employee of City and any entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

(d) Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, and shall have no authority, express or implied, to bind City to any obligation whatsoever.

3. Description of Services. Consultant shall provide the services described in the recitals and more particularly set forth in Exhibit A Scope of Work, which are collectively defined as "the Services" for the purposes of this Agreement.

4. Consultant's Responsibilities. Consultant, at its own cost and expense, shall:

(a) Coordinate the Services with Martin Wong ("Project Manager"), or such other person designated as the Project Manager by City;

(b) At all times faithfully, competently, and diligently perform the Services to the best of its ability, experience, and talent in a courteous manner to the highest industry standards when performing the Services required hereunder. For the purposes of this Agreement the phrase "highest industry standards" means those professional standards recognized by one or more professional consultants performing similar Services under similar circumstances within City's region;

(c) Provide the resources and assign competent Consultant personnel necessary to complete the Services in a timely manner;

(d) Immediately remove and replace, without any cost to City, any member of Consultant's personnel providing the Services to City, in its sole discretion and at any time during this Agreement, directs Consultant to remove and replace, and City agrees to advise Consultant of the reason for the direction for the removal and replacement;

(e) Provide all facilities, goods, materials, and equipment that may be necessary for Consultant's personnel to provide the Services. City may furnish physical facilities such as desks, filing cabinets, and conference space that may be reasonably necessary for Consultant's use for the Services, but in no event shall City be required to furnish any facilities that involve incurring a direct expense such as computer, software, long-distance telephone or other communication charges, vehicles, or document reproduction facilities;

(f) Obtain and keep in effect during the term of this Agreement all necessary licenses, permits, qualifications, insurance, and approvals legally and professionally required for Consultant to practice its profession and to provide the Services, including obtaining a business license from the City of Livermore, and keep them all in effect for the term of this Agreement;

(g) Obtain and complete the appropriate City forms for City to pay Consultant electronically via the Automated Clearing House (ACH). Those forms may be obtained by email at accountspayable@livermoreca.gov or by calling Accounts Payable staff at (925) 960-4345. If Consultant opts-out of electronic payment, it must likewise complete the appropriate City forms that can be obtained from those same sources for payment by check. The authority granted by those forms will remain in force and effect until City receives written notification of changes, which changes shall not take effect for at least ten business days to afford City a reasonable opportunity to act;

(h) Provide City with a complete Request for Taxpayer Identification Number and Certification Form W-9 using the form most recently issued by the Internal Revenue Service;

(i) Comply with all applicable state and federal laws, as well as Alameda County and City of Livermore ordinances, regulations, and adopted codes, when providing the Services;

(j) Only invoice City for the Services rendered. Consultant's invoice shall be in writing and describe the Services performed for the payment requested, and if requested by the Project Manager, Consultant shall certify the correctness of any invoice or invoices for Services provided. Consultant shall not submit an invoice to City more frequently than once a calendar month;

(k) 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 three years from the date of City's 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 to take possession, then Consultant and City shall coordinate delivery of the invoices and records to City in the most efficient manner possible;

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

(m) Prepare and submit a written report to the Project Manager, within three 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;

(n) Correct all errors in the Services. If Consultant fails to make such correction in a timely manner, then City may make the correction and then charge the cost thereof to Consultant or deduct that cost from the compensation payable to Consultant;

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(o) 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, when providing the Services; and,

(p) 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.

5. Term. The term of this Agreement commences on July 1, 2026, and terminates upon the completion of the Services or June 30, 2029, whichever occurs first.

6. Termination by City. City may terminate any portion or all of the Services by giving Consultant at least 30 calendar-days' written notice. Upon receipt of a termination notice, Consultant shall immediately stop all work in progress on the Services except where necessary to preserve the benefit of the work, and Consultant shall 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 and subject to Section 7.

7. Compensation and Payment.

(a) The total compensation payable by City to Consultant for the Services **SHALL NOT EXCEED** the sum of $1,000,000.00 ("not-to-exceed amount").

(b) City shall compensate Consultant for the Services rendered at the hourly rates or task amounts set forth in Exhibit B Fee Schedule, and shall reimburse Consultant for travel expenses and other costs that are identified in Exhibit B, up to the not-to-exceed amount.

(c) Consultant and City acknowledge that compensation paid by City to Consultant pursuant to this Agreement is based upon Consultant's estimated costs to provide the Services, including the salaries and benefits paid by Consultant to its personnel. Consequently, Consultant and City further agree that compensation paid by City to Consultant is intended to include the costs of contributions to any pensions or annuities, or both, to which Consultant and its personnel may be eligible, and that City has no responsibility for contributions beyond the compensation paid to Consultant under this Agreement. As provided this Agreement, the hourly rates, task amounts and reimbursement for specified travel expenses and costs in the Fee Schedule 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, including all taxes Consultant is required to pay.

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(d) 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.

(e) City shall pay Consultant via the Automated Clearing House or as otherwise instructed by Consultant pursuant to Section 4(g) above.

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

10. Confidentiality. Consultant shall not disclose any confidential or proprietary information received from City to anyone except Consultant's personnel 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 returned to City or confirmed destroyed in a manner satisfactory 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 or otherwise acceptable to City, City and its elected and appointed officials, officers, directors, employees, agents, and designated volunteers (collectively "Indemnified Parties") 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, 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 the Indemnified Parties. 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 City.

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

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

12. Insurance. Without limiting Consultant's indemnification of the Indemnified Parties, Consultant shall procure and maintain at its own expense during the term of this Agreement policies of insurance in the amounts and under the terms set forth in Exhibit C *Insurance Requirements* against claims and Liability 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. Force Majeure; Service Delays. Should Consultant's performance of the Services be obstructed or delayed due to changes in the Services by City, by any default, act, or omission of City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain goods, materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then Consultant's time for performance may, at City's sole discretion, be extended for such periods as may be agreed upon by City and Consultant. Nothing in this section restricts City's authority in Section 6 to terminate this Agreement.

14. 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.

15. 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.

16. 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 twelve-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.

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

18. Levine Act Compliance. California Government Code section 84308 (Levine Act) prohibits City officers from participating in any action related to a contract, license, permit, or entitlement if the officer receives political contributions from a party, or participant, or agent thereof, that totals more than $500 within the twelve months preceding the decision or within the twelve months following the date of the final decision. Consultant shall review and complete as necessary City's California Levine Act Disclosure Statement that can be obtained from the City Clerk.

19. Use of Recycled Products. If fitness and quality are equal, then Consultant shall utilize recycled products consistent with City's Environmentally Preferrable Purchasing and Practices Policy, and as defined in California Public Contract Code Section 12200 for the Services, instead of nonrecycled products whenever recycled products are available at the same or a lesser cost than nonrecycled items. Information on recycled materials can be found here:

- Sustainable Purchasing | StopWaste - Home, Work, School
- Reducing Waste at Work | StopWaste - Home, Work, School
- Recommendations of Specifications, Standards, and Ecolabels for Federal Purchasing | US EPA

20. Non-Exclusive Agreement. This Agreement is non-exclusive. City reserves the right to provide, and to retain other qualified consultants to provide, services that are the same or similar to the Services.

21. Business Entity Status. Consultant is responsible for filling all required documents and forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, as well as the California Business and Professions Code and any other state statute, to the extent such requirements apply to Consultant to provide the Services. By entering into this Agreement, Consultant represents that it is: authorized to do business in California; in good standing with the California Secretary of State; and, in good standing with all agencies having jurisdiction over Consultant, including any licensing agencies. If Consultant is a suspended entity at the time it enters into this Agreement, City may take steps to void this Agreement.

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22. Authority to Execute Agreement. Consultant has taken all necessary action to authorize the execution of this Agreement, and expressly represents that the person signing this Agreement on behalf of Consultant has received and accepted the authority to sign and execute this Agreement on behalf of Consultant. Upon the Effective Date, this Agreement shall constitute a legal, valid and binding obligation of Consultant, enforceable against Consultant in accordance with its terms, which authorization is ratified and confirmed upon Consultant's acceptance of the first compensation payment by City.

23. No Subcontracting and No Assignment. Consultant's unique personal competence, experience, specialized personal knowledge, and professional reputation were a substantial inducement to City for the award of this Agreement to Consultant, therefore no part of the Services may be assigned or subcontracted 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.

24. Remedies. All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative, and the invocation of a right or remedy will not be construed to waive or elect a remedy with respect to any other available right or remedy. As a condition precedent to commencing legal action involving a claim or dispute against City arising from this Agreement, Consultant must present a written claim to City in accordance with Livermore Municipal Code Chapter 3.40 *Claims Administration*.

25. Work Eligibility. Consultant warrants that only personnel authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be provided by Consultant for the performance of the Services.

26. Non-Discrimination. In performance of the Services, Consultant agrees that it will not engage in discrimination in employment of persons because of such person's race, color, religion, sex/gender, gender identity/expression, sexual orientation, marital status, medical condition, military or veteran status, national origin, ancestry, disability, genetic information, age, or any protected classification when providing the Services. Consultant further agrees to comply with all provisions of Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in all programs or activities receiving federal financial assistance. Consultant further assures that it will take necessary actions to ensure compliance with these requirements in the performance of this Agreement.

27. Construction of Language.

(a) 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 any exhibit hereto, the language in the body of the Agreement controls.

(b) For the purposes of this Agreement, the terms "writing" and "written" includes electronic documents and communication via email, but not when those terms are used in Sections 6, 12, 23, and Sections 27 through 30 for notices, consent, or modifications. For the notices, consent, and modifications in Sections 6, 12, 23, and Sections 27 through 30, the terms "writing" and "written" means either a physically tangible document or an electronic document that satisfies the requirements in Livermore Municipal Code Section 2.64 Electronic Signatures.

28. 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.

29. 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, with a courtesy copy delivered by email to the email addresses below:

TO CITY: Attention: Martin Wong
City of Livermore / Administrative Services
1052 South Livermore Avenue Livermore, CA, 94550
mwong@livermoreca.gov

Email: purchasing@livermoreca.gov
accountspayable@livermoreca.gov
CityAttorney@livermoreca.gov

TO CONSULTANT: Attention: Karen Jonas
IC System Inc
444 Highway 96 E
St. Paul, MN, 55127
United States
Email: kjonas@icsystem.com

30. Waiver. Failure to insist upon the strict performance of any term or condition 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.

31. 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.

32. Survival. The terms, conditions, and obligations in Sections 2, 8 through 11, 23, 24, 30, and 31 through 33 shall survive the completion or termination of this Agreement.

33. Jurisdiction and Venue. The interpretation, validity, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit, claim, or legal action of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda or in the United States District Court for the Northern District of California.

34. Electronic Signatures. By signing this document, you are agreeing that you have reviewed this disclosure information and consent to transact business using electronic communications and to utilize electronic signatures in lieu of using paper documents pursuant to Livermore Municipal Code section 2.64 *Electronic Signatures* and all other applicable laws. You are not required to sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

35. 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 Exhibit List on the Next 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 set forth in the first paragraph of this Agreement, which is the date that this Agreement was signed on behalf of City after it was signed by Consultant.

CONSULTANT: **Dated:**

DocuSigned by:
555F37EC085A467...
John Erickson Jr.
CEO/President

8/1/2026 | 8:44 AM CDT

CITY OF LIVERMORE: **Dated:**

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

Signed by:
Daniel Gonzales
12B5892BAF3C471...
Deputy/Assistant/Senior Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
A5F7D34BB6A748A...
Risk Manager/Analyst

Exhibits:

Exhibit A – *Scope of Work*
Exhibit B – *Fee Schedule*
Exhibit C – *Insurance Requirements*

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EXHIBIT A
Scope of Work

Scope of Work Description – Delinquent Account Collection Services

Consultant shall perform collection services for accounts assigned by City, including, but not limited to:

- Utility billing delinquencies
- Administrative citations
- False alarm fees
- Business license fees
- Housing-related fees
- Miscellaneous accounts receivable
- Returned checks
- Other receivables as authorized by City

City reserves the right to determine which accounts will be assigned for collection.

Consultant/Vendor Responsibilities:

1. **Collection Activities**
   Consultant shall:
   - Accept electronic account placements from City in a mutually agreed-upon format.
   - Initiate collection activity promptly upon receipt of assigned accounts.
   - Issue collection notices and demand letters.
   - Conduct skip tracing using commercially available databases.
   - Contact debtors through lawful telephone, written correspondence, email, and other legally permissible communication methods.
   - Negotiate payment arrangements consistent with City policies.
   - Collect payments through secure payment methods approved by City.
   - Remit collected funds to City in accordance with the contract.
   - Maintain detailed documentation of all collection activities.

2. **Compliance Requirements**

Consultant shall comply with all applicable laws and regulations, including but not limited to:

- Fair Debt Collection Practices Act (FDCPA)
- Fair Credit Reporting Act (FCRA)
- California Rosenthal Fair Debt Collection Practices Act
- California Consumer Privacy Act (CCPA), as applicable
- California Information Practices Act
- All applicable state and federal privacy and data security requirements
- City policies governing collection activities

Consultant shall not engage in abusive, deceptive, misleading, or unfair collection practices.

3. **Skip Tracing and Asset Location**

When appropriate, Consultant shall:

- Perform skip tracing to locate debtors.
- Utilize commercial databases to obtain updated addresses, telephone numbers, and employment information.
- Document all skip tracing activities.

4. **Litigation Support (Optional)**

If authorized by City:

- Recommend accounts suitable for legal action.
- Assist City Attorney or designated legal counsel by providing documentation supporting litigation.
- Testify regarding collection records when required.

Consultant shall not initiate litigation without prior written authorization from City.

5. **Bankruptcy and Deceased Accounts**

Consultant shall:

- Immediately suspend collection activities upon notice of bankruptcy.
- Notify City of bankruptcy filings.
- Handle probate or estate matters only as authorized by City.
- Return uncollectible bankruptcy accounts when directed.

6. **Credit Reporting**

If authorized by City and permitted by law, Consultant may:

- Report delinquent accounts to national credit reporting agencies.
- Remove or update credit reporting information promptly upon payment or City direction.

7. Customer Service Standards

Consultant shall:

- Treat all debtors courteously and professionally.
- Maintain trained customer service representatives.
- Respond promptly to debtor inquiries.
- Direct disputed accounts back to City when appropriate.
- Immediately notify City of complaints involving Consultant staff.

8. Payment Processing

Consultant shall:

- Accept payments via methods approved by City.
- Clearly identify all payments received.
- Remit collected funds and supporting documentation to City at least monthly, or more frequently if required.
- Maintain complete accounting records.

9. Reporting Requirements

Consultant shall provide monthly reports including:

- Number of accounts assigned
- Dollar amount assigned
- Collections received
- Collection rate
- Payments remitted
- Accounts returned
- Collection activity summaries
- Aging reports
- Status of payment plans
- Bankruptcy accounts
- Disputed accounts
- Recommended write-offs

Consultant shall provide additional reports upon request.

10. Data Security

Consultant shall:

- Maintain appropriate administrative, technical, and physical safeguards for confidential information.
- Encrypt electronic data in transit and at rest.
- Restrict access to authorized personnel.
- Notify City immediately of any actual or suspected data breach.
- Cooperate fully with City's incident response requirements.

11. Performance Standards

Consultant shall:

- Begin collection efforts within five (5) business days of account assignment.
- Maintain accurate records of all debtor communications.
- Achieve collection performance consistent with industry standards.
- Respond to City inquiries within two (2) business days.
- Correct reporting errors promptly.

12. Records Retention

Consultant shall:

- Maintain collection records for the period required by California law or the contract.
- Provide records to City upon request.
- Return or securely destroy City records upon contract termination

13. Return of Accounts

Consultant shall return accounts to City upon request or when:

- Collection efforts have been exhausted.
- The debtor files bankruptcy.
- The account is disputed.
- City recalls the account.
- The contract terminates.

Returned accounts shall include a complete electronic history of collection efforts.

14. City Responsibilities

City shall:

- Assign eligible delinquent accounts.
- Provide account information necessary for collection.
- Resolve account disputes involving billing accuracy.
- Approve settlements, compromises, or write-offs exceeding Consultant authority.
- Review Consultant performance.

15. Performance Review

City may evaluate Consultant's performance using criteria including:

- Collection rate
- Customer service quality
- Timeliness of reporting
- Compliance with laws and contract requirements
- Responsiveness to City staff
- Accuracy of remittances and reporting
- Complaint history
- Data security compliance

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16. Non-Litigation Attorney Referral Activities

With the Administrative Services Director's written approval, IC System utilizes NLAR (Non-Litigation Attorney Referral) services, which involve letters and calls from an independent attorney's office to the consumer. The attorney restates the consumer's responsibility to pay the overdue balance. It does not include the threat of litigation, but a call from the attorney's office as a next step can effectively promote payment. Clients routinely utilize NLAR services as an effective follow-up for accounts that have exhausted traditional collection efforts. NLAR is initiated for all consumers reaching this collection stage when approved by City at setup.

Accounts with no payment arrangement and no payment activity for one hundred eighty (180) days may be referred to the NLAR service. Accounts shall remain in NLAR for ninety (90) days. If no payment arrangement is established and no payment is received during that period, the account shall be returned to IC System for further collection activity.

17. Litigation Referral Activities

With the Administrative Services Director's written approval, an account may be referred to litigation services as a final collection measure.

At that time, a designated IC System collections representative makes one last effort to contact the consumer before the account is moved into the litigation phase. Litigation eligibility determined by the IC System Litigation team is based on a total review of account and client criteria for legal action, which includes:

- Client's collection objectives regarding delinquent accounts.
- State where the consumer resides.
- Availability of a valid consumer address.
- Information about the consumer's assets.
- Type of account.
- Account balance—The minimum debt amount varies by jurisdiction. IC System recommends not pursuing accounts less than $3,000; however, IC's computer system, ICE (Intelligent Collections Engine), can determine the amount.
- Disputes – Disputed accounts may be subject to a counterclaim, resulting in unwanted client attorney fees.

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18. Deceased Account Solutions Activities

With the Administrative Services Director's written approval, an account may be referred for deceased account solutions handling.

IC System offers a comprehensive approach to identifying probated estates and recovering funds from both probate and non-probate accounts.

When IC System determines that an account holder has passed away, the account becomes eligible for this specialized recovery process. Services include preparing, executing, and submitting claims to the estates or trusts of deceased individuals on behalf of clients. When appropriate, claims are filed with the relevant probate courts, with ongoing follow-up to ensure the client's interests are safeguarded.

This solution also encompasses recovery efforts on outstanding balances owed by deceased individuals when no probate proceeding or trust has been identified. In such cases, authorized estate representatives are contacted. If a probate or trust is later located, a formal claim is submitted on the client's behalf.

Consultant may negotiate up to a 50% settlement to resolve the balance in full on such accounts.

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EXHIBIT B
FEE SCHEDULE

Consultant shall be compensated for the services identified in Exhibits A to this Agreement as follows:

1. **Maximum Not-to-Exceed amount**

A. The maximum Consultant shall be paid on this Agreement is $1,000,000 hereafter the Not to Exceed amount. The Not to Exceed amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires City to pay for work not identified in Exhibit A.

B. Standard Reimbursable Items: Only the reimbursable items identified shall be compensated to Consultant. Reimbursable expenses will be reimbursed without markup. Reimbursable expenses shall not exceed the amount set forth in section 1.A of this Exhibit and a copy of the original invoice for the items listed in sections 1, 2 or 3 below shall be attached to the invoice submitted to City for reimbursement. Payments shall be based upon work documents submitted by Consultant to City and accepted by City as being satisfactory to City's needs. Additionally, items such as a telephone, fax, postage or freight are already included in the billable hourly rate. Consultant shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary, and actually incurred, by Consultant in connection with the services:

1. Expenses, fees or charges for printing, reproduction, or binding of documents at actual costs with no markup added to the actual cost.

2. Any filing fees, permit fees, or other fees paid or advanced by Consultant at actual costs with no markup added to the actual cost.

3. Travel expenses shall be reimbursed at actual costs with no markup addedto the actual cost.

C. Consultant shall be entitled to receive payments for its work performed pursuant to the Agreement. City will pay Consultant based on invoices for acceptable work performed and approved until the Not to Exceed amount is reached. Thereafter, Consultant must complete services based on the Agreement without additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.

D. If work is completed before the Not to Exceed amount is reached, Consultant's compensation will be based on Consultant's invoices previously submitted for acceptable work performed and approved.

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2. Compensation

A. Consultant shall receive 18.9% of all payments collected through its collection activities.
B. Consultant shall receive 40% of all payments collected through its non-litigation attorney referral activities
C. Consultant shall receive 50% of all payments collected through its litigation referral activities.
D. Consultant shall receive 50% of all payments collected through its deceased account solutions activities.

No fee shall be earned unless funds are successfully collected and received. Consultant shall submit invoices and supporting documentation in accordance with the contract.

3. Terms of Payments

Net 30

4. Invoices

Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit B. Invoices shall be submitted to the below address:

City of Livermore
Finance
Attention: Martin Wong
1052 South Livermore Avenue
Livermore, CA 94550

Docusign Envelope ID: 2C235F42-B0F1-8370-82AC-3FB7E94C8DF9

EXHIBIT C

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

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

Deductibles and Self-Insured Retention

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

Acceptability of Insurers

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

Other Insurance Provisions

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

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

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. 6.12**

DATE: September 14, 2026

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Resolution authorizing the City Manager to enter into a second amendment to the Livermore-Pleasanton Fire Department Joint Powers Authority agreement for legal services with Stoel Rives LLP for work related to the San Francisco Bay Regional Water Quality Control Board's PFAS investigation of various LPFD facilities in an amount not to exceed $1,000,000.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager, or her designee, to execute a Second Amendment to the agreement with Stoel Rives LLP for work related to the San Francisco Bay Regional Water Quality Control Board's investigation of PFAS at Livermore-Pleasanton Fire Department (LPFD) facilities, increasing the agreement by $600,000 for a total not-to-exceed amount of $1,000,000.

SUMMARY

The San Francisco Bay Regional Water Quality Control Board (Water Board) is evaluating potential sources of PFAS in the Livermore Valley groundwater basin. As part of that regional effort, the Water Board requested investigations at LPFD's Fire Training Center and Fire Stations 1 (3560 Nevada Street, Pleasanton), 3 (3200 Santa Rita Road, Pleasanton), 5 (1200 Machado Place, Pleasanton), and 10 (330 Airway Boulevard, Livermore). LPFD has been working cooperatively with the Water Board to complete the requested investigations.

DISCUSSION

On November 13, 2024, LPFD entered into an agreement with Stoel Rives LLP for legal services in an amount not-to-exceed $200,000. Stoel Rives LLP subcontracted with Integral Consulting Inc. to assist with some of the technical work, including site surveys; sediment, soil, and groundwater sampling; installation of test and monitoring wells; evaluation and implementation of mitigation measures; and preparation of reports for the Water Board.

On March 24, 2026, the agreement was amended to increase the not-to-exceed amount from $200,000 to $400,000. To complete the remaining investigation work, LPFD now requests a second amendment

and increase the amount by $600,000 to a not-to-exceed of $1,000,000. Because the agreement includes expenditures for which both Livermore and Pleasanton are responsible under the LPFD Joint Powers Agreement, approval by both City Councils is required.

FISCAL AND ADMINISTRATIVE IMPACTS

Under the LPFD Joint Powers Agreement, Livermore and Pleasanton are jointly responsible for costs associated with the investigation of the LPFD Fire Training Center. Each city is separately responsible for costs associated with investigations of fire stations within its jurisdiction. Accordingly, Livermore is responsible for its share of the Fire Training Center investigation and the costs attributable to Fire Station 10 and LPFD budgeted funds will be used for the City of Livermore's portion of costs.

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 and treat wastewater, and comply with all federal, state, and local regulations.

ATTACHMENTS

1. Resolution
2. Stoel Rives - Amendment

Prepared by: Deborah Davis
Executive Assistant

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Kristen Hilton
Acting Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT WITH STOEL RIVES LLP FOR LEGAL SERVICES RELATED TO THE SAN FRANCISCO BAY REGIONAL WATER QUALITY CONTROL BOARD'S PFAS INVESTIGATION OF LIVERMORE-PLEASANTON FIRE DEPARTMENT FACILITIES, INCREASING THE TOTAL NOT-TO-EXCEED AMOUNT FROM $400,000 TO $1,000,000

The San Francisco Bay Regional Water Quality Control Board (Water Board) is investigating (PFAS) detected in groundwater in the Livermore-Pleasanton area and has requested that the Livermore-Pleasanton Fire Department (LPFD) investigate potential PFAS discharges from the LPFD Fire Training Center and Fire Stations 1, 3, 5, and 10.

On November 13, 2024, LPFD entered into an agreement with Stoel Rives LLP to provide legal services supporting the Water Board's PFAS investigation in an amount not-to-exceed $200,000. On March 24, 2026, the agreement was amended to increase the not-to-exceed amount to $400,000 ("First Amendment").

Additional investigation, technical evaluation, mitigation, and reporting work is required to complete the Water Board's requested investigations, and the proposed Second Amendment would add $600,000 to the agreement for a total amount not-to-exceed amount of $1,000,000.

Under the Livermore-Pleasanton Fire Department Joint Powers Agreement, Livermore and Pleasanton share responsibility for costs associated with the Fire Training Center investigation, and each city is separately responsible for investigation costs attributable to fire stations within its jurisdiction, so approval by each City Council is required for the proposed Second Amendment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that the City Manager, or her designee, is authorized to execute the Second Amendment to the agreement with Stoel Rives LLP, substantially in the form attached as Exhibit A, increasing the agreement amount by $600,000 for a total amount not-to-exceed $1,000,000.

.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 14, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Kimberly Cilley
Kimberly Cilley
City Attorney

Exhibit A - Amendment

Docusign Envelope ID: F8CCC94D-6263-8CE5-8185-3426EE20BE97

EXHIBIT A

SECOND AMENDMENT TO THE LIVERMORE-PLEASANTON FIRE DEPARTMENT JOINT POWERS AUTHORITY
AGREEMENT FOR LEGAL SERVICES
(Advisory and/or Litigation Services)

This Amendment is entered into on this day of , 2026, by and between the Livermore-Pleasanton Fire Department Joint Powers Authority, a Joint Powers Authority ("LPFD"), and Stoel Rives LLP, a California Limited Liability Partnership ("Attorney").

Recitals

This Amendment is based on the following facts:

A. On November 13, 2024, LPFD and Attorney entered into an Agreement for Legal Services ("Agreement").

B. On March 24, 2026, LPFD and Attorney amended the Agreement to increase the total amount payable from $200,000 to $400,000 ("First Amendment").

C. LPFD and Attorney desire to amend the Agreement to increase the total amount payable from $400,000 to $1,000,000.

Agreement

NOW, THEREFORE, the parties agree as follows:

1. Section 3 of the Agreement ("Compensation") is amended to read as follows:

COMPENSATION. LPFD shall compensate Attorney for Services rendered at the hourly rates set forth in Exhibit A to the Agreement. Those hourly rates include all secretarial time, word processing, local telephone costs, time for preparing bills and other general overhead, unless provided otherwise in Exhibit A. Travel time spent commuting to any meeting, appearance, or to attend any other matter related to the Services shall be billed at fifty percent (50%) of the applicable hourly rate (with no separate charge for mileage). All time will be charged by the Attorney in increments of 1/10 of an hour (*i.e.,* six-minute units). The rate structure in general, or the rates of attorneys of particular levels of experience, may be increased or altered from time to time, after written notice to, and approval by, LPFD. No such change shall affect the Services provided under this Agreement.

The total amount payable under this Agreement for Services shall not exceed **$1,000,000** without the prior written approval of LPFD. LPFD will reimburse expenses incurred by Attorney in performing the services under this Agreement, as follows:

a. Photocopying at no more than $.10 per page.
b. Computerized legal research at the actual amount charged to Attorney (verification to be attached to invoice).
c. Statutory fees, witness fees, reporter's per diem costs, stenographic transcription, service of process fees, courier fees and other charges directly related to the services rendered.

Attorney agrees to send LPFD an itemized invoice monthly, including work performed and expenses. Attorney will send invoice with a cover page showing only a summary of the hours

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and amount billed. LPFD agrees to pay Attorney within thirty days. Attorney agrees to provide its Federal Tax Identification Number to facilitate tax reporting.

2. All other terms and conditions of the Agreement shall remain in full force and effect.

ATTORNEY (Stoel Rives LLP)

Signed by:
By: Nicole E. Granquist _____
7D0199A6C164470...
Nicole E. Granquist

LPFD

_____
Marianna Burch
City Manager for the City of Livermore in her capacity as a Joint Executive Director

APPROVED AS TO FORM:

_____
Kimberly Cilley
City Attorney, City of Livermore

APPROVED AS TO INSURANCE:

_____
Jas Sidhu
Risk Manager

_____
Joe Calabrigo
Interim City Manager for the City of Pleasanton in his capacity as a Joint Executive Director

APPROVED AS TO FORM:

DocuSigned by:
Daniel Sodergren _____
4D31B89E96AC4B4...
Daniel G. Sodergren
City Attorney, City of Pleasanton

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.13**

DATE: September 14, 2026

TO: Honorable Mayor and City Council

FROM: Kristen Hilton, Acting Administrative Services Director

SUBJECT: Resolution authorizing the execution of an agreement with Monarch Technologies, Inc for business license and tobacco retail license services in an amount not to exceed $460,000, plus up to $1,000,000 for all accounts in the aggregate for discovery and audit services.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an agreement with Monarch Technologies, Inc (Monarch) for business license and tobacco retail license services in an amount not-to-exceed $460,000 for administration services and up to $1,000,000 in the aggregate for all accounts for discovery and audit services, limited to $250,000 per account, 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 Monarch Technologies, Inc 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. Monarch 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.

The business license and tobacco retail license services that Monarch 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 Monarch license specialists via phone, email, mail, 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. Monarch'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, and annual platform maintenance fee of $5,000, plus $15 per new registration or renewal account, subject to an annual hard cap of $145,000 per contract year, regardless of volume. 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 and audit services which will provide an opportunity to increase license revenue. Discovery services are designed to identify entities subject to licensure/taxation that are not currently registered or otherwise non-compliant. Audit services are designed to identify businesses that are registered but not properly reporting or paying the correct amounts. Monarch's service is designed to increase revenues and compliance while maintaining a business-friendly education focused approach. The cost for discovery and audit services is 35% of any revenue received by City because of discovery and audit services until the Consultant has been paid $250,000 per account and $1,000,000 for all accounts in the aggregate. These services require written authorization from the Administrative Services Director prior to being initiated for any particular account in order for Monarch to be entitled to payment for these services to ensure City oversight of any discovery or audit services.

FISCAL AND ADMINISTRATIVE IMPACTS

The proposed not-to-exceed contract amount over a three-year term for license administration services is $460,000 and represents the fee of $15 per account. This cost accounts for the current level of approximately 8,000 licenses plus new licenses anticipated to be generated. 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 $145,000 is offset by savings of in-house expenditures including wages/benefits, software, postage and supplies. Monarch provides database management so maintenance of license software will not be a City responsibility. In addition, the discovery and audit services will provide an opportunity for increased revenue. This service is on a contingency fee basis with a cap of $250,000 per account and $1,000,000 for all accounts in the aggregate.

COMMUNITY PILLAR

5: A City That Works

GOAL

17: Ensure effective use of public resources.

ATTACHMENTS

1. Resolution
2. Exhibit A - Professional Services Agreement with Monarch Technologies, Inc.

Prepared by: Martin Wong
Accounting Supervisor

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Kristen Hilton
Acting Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH MONARCH TECHNOLOGIES, INC FOR BUSINESS LICENSE AND TOBACCO RETAIL LICENSE SERVICES IN AN AMOUNT NOT-TO-EXCEED $460,000 AND $250,000 PER ACCOUNT, UP TO $1,000,000 FOR ALL ACCOUNTS IN THE AGGREGATE, FOR DISCOVERY AND AUDIT SERVICES, WITH A TERM OF THREE YEARS

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 Monarch Technologies, Inc ("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 services (i.e., identifying entities that are not in compliance with business license and tax requirements), and 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 Monarch Technologies, Inc, attached hereto as Exhibit A, for business license and tobacco retail license services, in an amount not-to-exceed $460,000 for administration services,$250,000 per account, and $1,000,000 for all accounts in the aggregate, for discovery and 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 Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 14, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Daniel Gonzales
Daniel Gonzales
Deputy City Attorney

Exhibit A – Professional Services Agreement with Monarch Technologies, Inc

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 20 , by and between the City of Livermore ("City"), a municipal corporation, and Monarch Technologies, Inc ("Consultant"), an Oregon corporation.

RECITALS

City requires professional services to provide Business License and Tobacco Retail License services.

Consultant represents and warrants that 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 representations and warranties as inducement to award this Agreement to 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 and defined below in Section 3 *Description of Services* subject to the terms and conditions in this Agreement.

2. Relationship of Parties – Independent Contractors.

(a) The relationship of the parties shall be that of independent contractors. Consultant is and shall at all times remain as to City a wholly independent contractor during the term of this Agreement.

(b) Consultant and its personnel performing the Services on behalf of Consultant are not City officers or employees. Consultant's personnel shall at all times be under Consultant's exclusive direction, control, supervision, and management. Consultant, at its own cost and expense, is responsible for all workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the Services by Consultant's personnel.

(c) Consultant and its personnel providing the Services shall not qualify for or become entitled to, and hereby waive any claims to, any compensation, benefit, or any incident in employment by City, including but not limited to enrollment in the California Public Employees Retirement System (PERS) as an employee of City and any entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

(d) Except as expressly authorized in writing by City pursuant to this Agreement, Consultant shall have no authority to act on behalf of City as an agent. City hereby expressly authorizes Consultant to act as City's limited agent solely for the

following purposes in connection with the Services: (i) accepting business license applications, Tobacco Retail License applications, renewals, and associated payments from applicants and licensees; (ii) issuing business licenses and Tobacco Retail Licenses on behalf of City through Consultant's platform; (iii) pursuing delinquency notices and collections from non-compliant licensees in accordance with City's Municipal Code; (iv) issuing deficiency invoices and audit assessments on behalf of City with respect to Discovery & Audit Services; and (v) remitting collected funds to the City as set forth in this Agreement. Except for the foregoing limited agency, Consultant shall have no authority to incur any debt, obligation, or liability against or on behalf of the City.

3. Description of Services. Consultant shall provide the services described in the recitals and more particularly set forth in Exhibit A Scope of Work, which are collectively defined as "the Services" for the purposes of this Agreement.

4. Consultant's Responsibilities. Consultant, at its own cost and expense, shall:

(a) Coordinate the Services with Martin Wong, Accounting Supervisor ("Project Manager"), or such other person designated as the Project Manager by City;

(b) At all times faithfully, competently, and diligently perform the Services to the best of its ability, experience, and talent in a courteous manner to the highest industry standards when performing the Services required hereunder. For the purposes of this Agreement the phrase "highest industry standards" means those professional standards recognized by one or more professional consultants performing similar Services under similar circumstances within City's region;

(c) Provide the resources and assign competent Consultant personnel necessary to complete the Services in a timely manner;

(d) Immediately remove and replace, without any cost to City and at any time during the Term or Extension Period (if any), any member of Consultant's personnel providing the Services to City, that City in its sole discretion directs Consultant to remove and replace, and City agrees to advise Consultant of the reason for the direction for the removal and replacement;

(e) Provide all facilities, goods, materials, and equipment that may be necessary for Consultant's personnel to provide the Services. City may furnish physical facilities such as desks, filing cabinets, and conference space that may be reasonably necessary for Consultant's use for the Services, but in no event shall City be required to furnish any facilities that involve incurring a direct expense such as computer, software, long-distance telephone or other communication charges, vehicles, or document reproduction facilities;

(f) Obtain and keep in effect during the term of this Agreement all necessary licenses, permits, qualifications, insurance, and approvals legally and professionally required for Consultant to practice its profession and to provide the Services, including obtaining a business license from the City of Livermore, and keep them all in effect for the term of this Agreement;

(g) Obtain and complete the appropriate City forms for the City to pay Consultant electronically via the Automated Clearing House (ACH). Those forms may be obtained by email at accountspayable@livermoreca.gov or by calling Accounts Payable staff at (925) 960-4345. If Consultant opts-out of electronic payment, it must likewise complete the appropriate City forms that can be obtained from those same sources for payment by check. The authority granted by those forms will remain in force and effect until the City receives written notification of changes, which changes shall not take effect for at least ten business days to afford City a reasonable opportunity to act;

(h) Provide City with a complete Request for Taxpayer Identification Number and Certification Form W-9 using the form most recently issued by the Internal Revenue Service;

(i) Comply with all applicable state and federal laws, as well as Alameda County and City of Livermore ordinances, regulations, and adopted codes, when providing the Services;

(j) Only invoice City for the Services rendered. Consultant's invoice shall be in writing and describe the Services performed for the payment requested, and if requested by the Project Manager, Consultant shall certify the correctness of any invoice or invoices for Services provided. Consultant shall not submit an invoice to City more frequently than once a calendar month;

(k) 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 three years from the date of City's 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 to take possession, then Consultant and City shall coordinate delivery of the invoices and records to City in the most efficient manner possible;

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

(m) Prepare and submit a written report to the Project Manager, within three 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;

(n) Correct all errors in the Services. If Consultant fails to make such correction in a timely manner, then City may make the correction and then charge the cost thereof to Consultant or deduct that cost from the compensation payable to Consultant;

(o) 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, when providing the Services; and,

(p) 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.

5. Term. The term of this Agreement commences on September 15, 2026 and terminates on September 14, 2029 (the "Term"). The Term may be extended for two 1-year periods (each an "Extension Period") by mutual written agreement of both parties executed no later than ninety (90) days prior to the expiration of the then-current Term or Extension Period.

6. 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 Consultant shall 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 and subject to Section 7.

7. Compensation and Payment.

(a) As more particularly described in Section 1 of Exhibit B:

i. The total compensation payable by City to Consultant for Core Administration Services, as defined in Section 1 of Exhibit A, SHALL NOT EXCEED (i) the sum of $460,000 (the "Core Services Cap") for all accounts during the Term; (ii) the sum of $157,250 for all accounts during the first Extension Period, if any; and (iii) the sum of $164,862.50 for all accounts during the second Extension Period, if any.

ii. The total compensation payable by City to Consultant for Discovery and Audit Services, as defined in Section 2 of Exhibit A, SHALL NOT EXCEED the sum of $250,000 per account and $1,000,000 for all accounts in the aggregate (the "Contingency Services Cap") for the Term and any Extension Period.

(b) City shall, subject to the Core Services Cap and Contingency Services Cap, compensate Consultant for the Services rendered as provided in Exhibit B.

(c) Consultant and City acknowledge that compensation paid by City to Consultant pursuant to this Agreement is based upon Consultant's estimated costs to provide the Services, including the salaries and benefits, paid by Consultant to its personnel. Consequently, Consultant and City further agree that compensation paid by City to Consultant is intended to include the costs of contributions to any pensions or

annuities, or both, to which Consultant and its personnel may be eligible, and that City has no responsibility for contributions beyond the compensation paid to Consultant under this Agreement. As provided this Agreement, the compensation described in Section 7(a) and Exhibit B is 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, including all taxes Consultant is required to pay.

(d) 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.

(e) City shall pay Consultant via the Automated Clearing House or as otherwise instructed by Consultant pursuant to Section 4(g) above.

(f) All funds Consultant collects on behalf of the City shall be remitted to the City on or before the tenth day of each month. Consultant shall have no right of offset, deduction, withholding, or self-payment from collected funds. All compensation shall be invoiced as provided in Section 4(j) separately and paid through the City's ordinary payment process.

8. Ownership of Documents. All drawings, designs, data, photographs, reports, files, documents and correspondence in Consultant's possession related to the services performed by Consultant for City 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. Intellectual Property, Copyright, and Right of Use. All work product specifically created by Consultant exclusively for City under this Agreement, including custom reports, custom configurations, data migration deliverables, and City-specific documentation, are works made for hire, and Consultant assigns to City all copyright and intellectual property rights therein. Consultant's pre-existing and independently developed proprietary technology, software, platforms, portals, compliance engines, databases, methodologies, and systems ("Consultant Technology"), including all modifications, updates, and improvements thereto, are not works made for hire and remain the exclusive property of Consultant. Consultant hereby grants City a non-exclusive, royalty-free license to use the Consultant Technology solely during the term of this Agreement for the purposes contemplated herein. Such license shall terminate upon expiration or termination of this Agreement

10. Confidentiality. Consultant shall not disclose any confidential or proprietary information received from City to anyone except Consultant's personnel 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 returned to City or confirmed destroyed in a manner satisfactory 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

or otherwise acceptable to City, City and its elected and appointed officials, officers, directors, employees, agents, and designated volunteers (collectively "Indemnified Parties") 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, 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 the Indemnified Parties. 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 City.

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

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

12. <u>Insurance</u>. Without limiting Consultant's indemnification of the Indemnified Parties, Consultant shall procure and maintain at its own expense during the term of this Agreement policies of insurance in the amounts and under the terms set forth in Exhibit C *Insurance Requirements* against claims and Liability 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. <u>Force Majeure; Service Delays</u>. Should Consultant's performance of the Services be obstructed or delayed due to changes in the Services by City, by any default, act, or omission of City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain goods, materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then Consultant's time for performance may, at City's sole discretion, be extended for such periods as may be agreed upon by City and Consultant. Nothing in this section restricts City's authority in Section 6 to terminate this Agreement.

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

15. 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.

16. 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 twelve-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.

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

18. Levine Act Compliance. California Government Code section 84308 (Levine Act) prohibits City officers from participating in any action related to a contract, license, permit, or entitlement if the officer receives political contributions from a party, or participant, or agent thereof, that totals more than $500 within the twelve months preceding the decision or within the twelve months following the date of the final decision. Consultant shall review and complete as necessary the City's California Levine Act Disclosure Statement that can be obtained from the City Clerk.

19. Use of Recycled Products. If fitness and quality are equal, then Consultant shall utilize recycled products consistent with the City's Environmentally Preferrable Purchasing and Practices Policy, and as defined in California Public Contract Code Section 12200 for the Services, instead of nonrecycled products whenever recycled products are available at the same or a lesser cost than nonrecycled items. Information on recycled materials can be found here:

- Sustainable Purchasing | StopWaste - Home, Work, School
- Reducing Waste at Work | StopWaste - Home, Work, School
- Recommendations of Specifications, Standards, and Ecolabels for Federal Purchasing | US EPA

20. Non-Exclusive Agreement. This Agreement is non-exclusive. City reserves the right to provide, and to retain other qualified consultants to provide, services that are the same or similar to the Services.

21. Business Entity Status. Consultant is responsible for filing all required documents and forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, as well as the California Business and Professions Code and any other state statute, to the extent such requirements apply to Consultant to provide the Services. By entering into this Agreement, Consultant represents that it is: authorized to do business in California; in good standing with the California Secretary of State; and, in good standing with all agencies having jurisdiction over Consultant, including any licensing agencies. If Consultant is a suspended entity at the time it enters into this Agreement, City may take steps to void this Agreement.

22. Authority to Execute Agreement. Consultant has taken all necessary action to authorize the execution of this Agreement, and expressly represents that the person signing this Agreement on behalf of Consultant has received and accepted the authority to sign and execute this Agreement on behalf of Consultant. Upon the Effective Date, this Agreement shall constitute a legal, valid and binding obligation of Consultant, enforceable against Consultant in accordance with its terms, which authorization is ratified and confirmed upon Consultant's acceptance of the first compensation payment by City.

23. No Subcontracting and No Assignment. Consultant's unique personal competence, experience, specialized personal knowledge, and professional reputation were a substantial inducement to City for the award of this Agreement to Consultant, therefore no part of the Services may be assigned or subcontracted 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.

24. Remedies. All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative, and the invocation of a right or remedy will not be construed to waive or elect a remedy with respect to any other available right or remedy. As a condition precedent to commencing legal action involving a claim or dispute against City arising from this Agreement, Consultant must present a written claim to City in accordance with Livermore Municipal Code Chapter 3.40 *Claims Administration*.

25. Work Eligibility. Consultant warrants that only personnel authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be provided by Consultant for the performance of the Services.

26. Non-Discrimination. In performance of the Services, Consultant agrees that it will not engage in discrimination in employment of persons because of such person's race, color, religion, sex/gender, gender identity/expression, sexual orientation, marital status, medical condition, military or veteran status, national origin, ancestry, disability, genetic information, age, or any protected classification when providing the Services. Consultant further agrees to comply with all provisions of Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in all programs or activities receiving federal financial assistance. Consultant further assures that it will take necessary actions to ensure compliance with these requirements in the performance of this Agreement.

27. Construction of Language.

(a) 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 any exhibit hereto, the language in the body of the Agreement controls.

(b) For the purposes of this Agreement, the terms "writing" and "written" includes electronic documents and communication via email, but not when those terms are used in Sections 6, 12, 23, and Sections 27 through 30 for notices, consent, or modifications. For the notices, consent, and modifications in Sections 6, 12, 23, and Sections 27 through 30, the terms "writing" and "written" means either a physically tangible document or an electronic document that satisfies the requirements in Livermore Municipal Code Section 2.64 Electronic Signatures.

28. 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.

29. 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, with a courtesy copy delivered by email to the email addresses below:

TO CITY:	Attention: Martin Wong, Accounting Supervisor City of Livermore 1052 S Livermore Avenue Livermore, California 94550
Email:	mwong@livermoreca.gov purchasing@livermoreca.gov accountspayable@livermoreca.gov CityAttorney@livermoreca.gov
TO CONSULTANT:	Attention: Christian Fea, CEO & Co-Founder Monarch Technologies, Inc 2221 Michelson Drive, Suite 900 Irvine, CA 92612
Email:	christian@monarch.is

30. Waiver. Failure to insist upon the strict performance of any term or condition 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.

31. 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.

32. Survival. The terms, conditions, and obligations in Sections 2, 8 through 11, 23, 24, 30, and 31 through 33 shall survive the completion or termination of this Agreement.

33. Jurisdiction and Venue. The interpretation, validity, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit, claim, or legal action of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda or in the United States District Court for the Northern District of California.

34. Electronic Signatures. By signing this document, you are agreeing that you have reviewed this disclosure information and consent to transact business using electronic communications and to utilize electronic signatures in lieu of using paper documents pursuant to Livermore Municipal Code section 2.64 *Electronic Signatures* and all other applicable laws. You are not required to sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

35. 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 Exhibit List on the Next 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 set forth in the first paragraph of this Agreement, which is the date that this Agreement was signed on behalf of City after it was signed by Consultant.

CONSULTANT: **Dated:**

Signed by:
Christian Fea
9971D2209FF7420...
Christian Fea
CEO & Co-Founder

8/23/2026 | 5:17 AM PDT

CITY OF LIVERMORE: **Dated:**

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

Signed by:
Daniel Gonzales
12B5892BAF3C471...
Deputy/Assistant/Senior Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
A5F7D34BB6A748A...
Risk Manager/Analyst

Exhibits:

Exhibit A – *Scope of Work*
Exhibit B – *Fee Schedule*
Exhibit C – *Insurance Requirements*

EXHIBIT A
Scope of Work

SECTION 1. CORE ADMINISTRATION SERVICES

1.1 Core Administration Services

Consultant shall provide end-to-end administration of all business license and tobacco retail license tax functions for City. The following services are included within the base compensation structure at no additional charge:

- Onboarding and Migration. Onboard and deploy the License Registration Portal, migrate City's existing data, configure the platform to City's ordinances and fee schedule.
- Application Processing. Receipt, review, and processing of all new business license and tobacco retail license applications, including gross-receipts-based, flat-rate, unit-based, and exempt categories contained in Livermore's Municipal Code Titles 3, Chapter 3.08, and Title 5 as specified by City.
- Annual Renewal Administration. Issuance of renewal notices, processing of all renewal submissions, calculation of applicable taxes per City's fee schedule, and collection of the $4.00 CASp state fee.
- Online Portal Operation. 24/7 online application and renewal portal at livermore.trac.tax, including secure payment processing, account management, and digital license issuance.
- Taxpayer Support. Dedicated phone and email support for Livermore business owners, Monday through Friday 8:00 a.m.–5:00 p.m. PT, at (805) 316-7078 and service@monarchsupportservices.com.
- Records & Data Management. Secure storage and management of all business license and tobacco retail license records in compliance with the California Public Records Act and City retention policies.
- Reporting & Analytics. Monthly and annual reports to the City Finance Division covering active licenses, new applications, renewals, delinquencies, revenue collected by category, and year-over-year trend analysis.
- Migration Services. Data migration from existing systems.
- Remittance of Collected Funds. Remit all funds as described in Section 7(f) of the Agreement.

1.2 Technology Platform

Consultant provides a purpose-built municipal business license and tobacco retail license platform featuring a taxpayer-facing web portal, a city staff administration console, and an automated compliance engine. The platform supports all of Livermore's business administration taxes, licenses, and fees, tiered gross-receipts calculations, flat-rate and unit-based categories, pro-rated new applicant billing, and penalty accrual per City's code and/or City's instruction.

1.3 Services Excluded from Scope

The following items fall outside the scope of this Agreement and remain the responsibility of City unless separately negotiated:

- Legal action or litigation to enforce collection beyond Consultant's standard collections process.
- Zoning and planning approvals required prior to license issuance.
- Police Department permits (solicitors, massage, card rooms, taxicabs, dance).
- Home Occupation Permit approvals (City Planning responsibility).
- Certificate of Occupancy issuances.
- State or county agency approvals (ABC, health department, CSLB, etc.).

SECTION 2. DISCOVERY & AUDIT SERVICES

Consultant shall provide Discovery and Audit Services to City. "Discovery Services" refers to Consultant's efforts to discover existing businesses that have been operating within City limits without (a) a business license and/or tobacco retail license; and (b) paying business license taxes and/or tobacco retail license taxes. "Audit Services" refers to Consultant's efforts to identify existing registered taxpayers that are underpaying the business license taxes and/or tobacco retail license taxes owed under the Municipal Code.

Discovery and Audit Services supplement—rather than replace—City's existing tax compliance operations. These services identify entities subject to City taxation and/or registration requirements that have not properly registered or are not remitting required taxes and fees. Audit Services help City optimize local tax revenue collection through systematic examination of taxpayer records and direct engagement with local businesses.

2.1 Discovery & Audit Planning

- Review applicable ordinances, resolutions, regulations, and administrative policies governing City's business license and tobacco retail license programs.
- Review business licensing requirements and tax registration records.
- Analyze City-provided registration, filing, payment, and compliance data.
- Review third-party data provided or authorized by City.
- Recommend audit targets based on available data using anomaly detection, trend analysis, and cross-period comparison techniques to identify inconsistencies or potential underreporting, and apply structured gross receipts validation and reconciliation methodologies to compare locally reported figures with available state-level indicators where appropriate.
- Identification of unregistered or under-reported operators is dependent upon data access and cooperation provided or authorized by City. Consultant does not represent or warrant independent identification of unlicensed or illegal operators absent such authorization or data.

2.2 Discovery & Audit Execution

- Construct a thorough inventory of all entities subject to City taxation, with database fields sufficient for comparative analysis against City's registrant records.
- Cross-reference Consultant's commercial database against City's records to surface potential non-reporters and unregistered taxable entities.

- Conduct desk, virtual, or authorized on-site audits and review books, records, financial statements, gross receipts, and operational data.
- Utilize public, City, and third-party data to determine operations inside City's jurisdiction.
- Reconcile reported taxable activity to available source data and evaluate proper classification, fee basis, and reporting accuracy.
- Provide guided assistance to facilitate completion of applicable registration forms and/or tax returns for unregistered or non-reporting entities.
- Verify that each operator obtained a local business license or tobacco retail license for the periods under audit; register businesses operating without a license.
- On behalf of City, issue invoices—supported by relevant documentation—for total deficiency amounts, with payment directed to Consultant.
- Calculate unpaid local taxes, licenses, fees, interest, and penalties in accordance with City ordinances.
- Prepare draft audit findings for operator review and education, and prepare final audit reports upon City authorization.
- Engage cooperatively with taxpayers to secure correct registration, return filings, and payments. Accounts that do not resolve through cooperative engagement may be escalated to audit or referred to a third-party collection service as appropriate.
    - An account means a business entity which has registered on Consultant's online portal. Each account is associated with a single business entity and a single taxpayer number.
- Collect identified deficiency amounts with supporting documentation and remit collected funds to City in accordance with the agreed workplan. Consultant will follow City's business rules regarding partial payment acceptance or full-balance collection.
- Staff a call center during standard business hours (8:00 a.m. – 5:00 p.m. PST) to respond to taxpayer inquiries regarding tax applicability, reporting obligations, and remittance procedures.
- Conduct taxpayer education to promote understanding of City's reporting requirements and reduce the likelihood of future non-compliance.
- Provide periodic updates summarizing non-compliant operators, registrations, audit progress, key findings, and relevant insights.

Consultant shall conduct all audits in a professional and non-adversarial manner consistent with City policies and applicable law. Final assessments, billing, and enforcement actions remain the sole responsibility of City.

2.3 Discovery & Audit Deliverables

- Reports identifying each taxpayer that has failed to register and/or file appropriate returns, with all associated taxes, penalties, interest, and fees outstanding.
- Itemized payment register reflecting all taxes and fees collected and remitted to Consultant.
- Annual review and analysis of City's tax registry files.
- Audit workpapers, draft and final audit reports, revenue recovery summary reports, and business license and tobacco retail license status reports.

- Draft Audit Engagement Letter for City review and issuance to taxpayers subject to examination.
- For each confirmed discrepancy or omission: a comprehensive written report with substantiating documentation, along with draft Notices of Deficiency, credit notices, or other applicable correspondence.
- Documented revisions to audit findings, including updated tax amounts due, presented to City upon completion.
- Written evaluation of any extenuation or mitigation arguments presented by taxpayers contesting a deficiency, along with a draft response for City staff review.
- Remit all funds as described in Section 7(f) of the Agreement.

SECTION 3. SERVICE LEVEL COMMITMENTS

Consultant commits to the following service levels throughout the Term of this Agreement:

Portal Availability	99.5% uptime, excluding scheduled maintenance	Monthly
New Application Processing	Within 3 business days of receipt	Per application
Renewal Processing	Within 1 business day of receipt	Per renewal
Taxpayer Phone Response	Average hold time under 1 minute	Monthly average
Email Response	Within 1 business day	Per inquiry
Delinquency Notices	Issued within 30 days of delinquency date	Per account
Monthly Reports to City	Delivered in real time via City's TRAC portal	Monthly

Deliver an Annual Summary Report in real time via City's TRAC portal.

SECTION 4. CITY RESPONSIBILITIES

Prior to and during the engagement, the City shall:

- Provide access to relevant records, systems, and authorized third-party data, and designate a primary project contact.
- Deliver current registration-to-collect documentation and tax or fee returns covering the applicable statute of limitations period.
- Convert all existing tax or fee records into a mutually agreed-upon file format within the implementation plan timeline.

- Provide copies of all applicable ordinances governing the administered tax or fee, along with the most recent business license and tobacco retail license registries and a three (3) year payment history.
- Actively participate in the transition, including review of proposed workflows and materials, feedback, and approvals within agreed timelines.
- Complete training on Consultant's online platforms and tools.
- Provide written authorization permitting Consultant to serve as City's agent for accepting registrations, applications, tax returns, and payments, and for pursuing compliance and collection activity.
- Notify Consultant of any direct payments received from non-compliant entities within two (2) business days of receipt.
- Provide written notice to Consultant no fewer than ninety (90) days in advance of any modification to administered tax or fee rates.
- Review all reports promptly upon receipt. Absent written notice of error within thirty (30) days, each report shall be deemed accurate and final.

EXHIBIT B
FEE SCHEDULE

Consultant shall be compensated for the services identified in Exhibit A to this Agreement as follows:

I. Consultant's Compensation

A. Core Administration Services Fee Structure

During the Term, Consultant shall be compensated for Core Administration Services as follows:

1. One-time License Registration Portal setup fee of fifteen thousand dollars ($15,000), due upon execution of this Agreement.

2. Annual per-license fee of fifteen dollars ($15.00) for each renewal notification issued and each new application processed and approved through Consultant's platform, subject to an annual cap of one hundred forty-five thousand dollars ($145,000) per contract year, regardless of volume.

3. Platform Maintenance Adjustment & Access Fee — Year 2. Five thousand dollars ($5,000), invoiced at the commencement of Year 2.

4. Platform Maintenance Adjustment & Access Fee — Year 3. Five thousand dollars ($5,000), invoiced at the commencement of Year 3.

Summary of Compensation for Core Administrative Services Performed During Term

As provided in Section 7(a) of the Agreement, the Core Services Cap during the Term is $460,000. The following table describes the maximum compensation Consultant is entitled to receive for Core Administrative Services during each year of the Term. The total compensation Consultant is entitled to receive for each year of the term equals the $460,000 Core Services Cap.

Contract Year	Setup Fee	Platform Maint. Adj. & Access Fee	Fee Per License	Maximum Total Compensation
Year 1 (Sept 15, 2026 – Sept 14, 2027)	$15,000	—	$15.00/license ($145,000 cap)	$160,000
Year 2	—	$5,000	$15.00/license ($145,000 cap)	$150,000

(Sept 15, 2027 – Sept 14, 2028)				
Year 3 (Sept 15, 2028 – Sept 14, 2029)	—	$5,000	$15.00/license ($145,000 cap)	$150,000
Total (Years 1-3):	$15,000	$10,000	$435,000	**$460,000**

Compensation for Core Administrative Services Performed During Extension Periods

Upon City's exercise of any renewal option pursuant to Section 5 of the Agreement, the per-license fee and the annual cap for the per-license fees for Core Administration Services shall be subject to an upward adjustment of five percent (5%) at the commencement of each Extension Period. No fee adjustment shall apply during the Term. The Platform Maintenance Adjustment & Access Fee shall not be adjusted and shall be $5,000 in year 4 and $5,000 in year 5.

The following table describes the maximum compensation Consultant is entitled to receive for Core Administrative Services during each Extension Period, if any:

Contract Year	Setup Fee	Platform Maint. Adj. & Access Fee	Fee Per License	Maximum Total Compensation per Extension Period
Year 4 (Sept 15, 2029 – Sept 14, 2030)	—	$5,000	$15.75/license ($152,250 cap)	$157,250
Year 5 (Sept 15, 2030 – Sept 14, 2031)	—	$5,000	$16.54/license ($159,862.50 cap)	$164,862.50
Total (Years 4-5):	—	$10,000	$312,112.50	$322,112.50

B. Compensation for Discovery and Audit Services.

1. Discovery Services. When Consultant discovers an existing business that has been operating within City limits without (a) a business license and/or tobacco retail license; and (b) paying business license taxes and/or tobacco retail license taxes, City shall pay Consultant 35% percent of the delinquent tax revenue the City actually receives as a result of Consultant's discovery of such delinquent taxpayer for the tax year in which Consultant discovers the delinquent taxpayer and the three prior tax years (if applicable) up to a maximum of $250,000 for each account. (For example, if the delinquent discovered taxpayer owed $10,000 in the prior tax year and paid $0, Consultants fee would be $3,500 [.35*$10,000].) Consultant shall not be entitled to a contingency fee for Discovery Services on accounts discovered (i.e., identified as existing businesses not paying business license taxes and/or tobacco retail taxes) by City. However, if Consultant subsequently audits the tax payments of an account discovered by the City and correctly determines that the taxpayer paid less than the total business license taxes and/or tobacco retail taxes due under the Municipal Code, Consultant shall be entitled to an Audit contingency fee on such deficiency as provided in Section I(B)(2) (Audit Services) below. An "account" means a business entity which has registered on Consultant's online portal. Each account is associated with a single business entity and a single taxpayer number.

2. Audit Services. When Consultant (a) audits the records of an existing registered taxpayer that is paying business licenses taxes and/or tobacco retail license taxes; and (b) correctly determines that such taxpayer is paying or has paid less than the total business license taxes and/or tobacco retail license taxes due under the Municipal Code, City shall pay Consultant a contingency fee equal to 35% of the additional funds the City actually receives for the tax year in which Consultant discovers the underpayment and the three prior tax years (if applicable) as a result of Consultant's audit services for the tax years in which Consultant determines the taxpayer underpaid its taxes. (For example, if the audited taxpayer paid $10,000 in business license taxes for the prior tax year, Consultant determines (and the City confirms) that the taxpayer owed $20,000 in business license taxes for the prior tax year, and the taxpayer subsequently pays the additional $10,000 owed, Consultant's fee would be 35% of the additional $10,000 actually received by the City as a result of Consultant's Audit Services).

3. Contingency Fee Applies Only to Revenue Actually Received as Result of Discovery and Audit Services. Consultant shall be entitled to no contingency fee for Discovery Services or Audit Services on delinquent business license taxes and/or tobacco retail license taxes that are not actually received by the City. Consultant's contingency fee shall not apply to any penalties or interest that the City, in its sole discretion, elects to waive or that is otherwise not actually received by the City. However, Consultant shall be entitled to a contingency fee on any penalties and/or interest that the City actually receives as a result of Consultant's Discovery Services or Audit Services.

4. Contingency Services Cap. As provided in Section 7(a) of the Agreement and this Exhibit B, Section I(B), during the Term and any Extension Period(s) the total compensation payable by City to Consultant for Discovery Services and Audit Services SHALL NOT EXCEED the sum of $250,000 per account and $1,000,000 for all accounts in the aggregate. Should Consultant reach the per-account or aggregate Contingency Services Cap prior to the expiration of the Term for Discovery Services and/or Audit Services initiated pursuant to Section

I(B)(5) of this Exhibit B, Consultant shall nevertheless continue to provide such services to the City for all accounts for the entire duration of the Term and shall receive no additional compensation in excess of the Contingency Services Cap for such services.

5. City Oversight. Consultant shall not (a) initiate contact with any business that it believes to be operating within the City without the requisite business license or tobacco license for the purpose of providing Discovery Services; or (b) initiate or perform an audit on any existing or potential accounts for the purpose of providing Audit Services, until Consultant has obtained written approval by City's Administrative Services Director, or his or her designee, to initiate and/or perform such services with respect to any taxpayer. Upon request, Consultant shall provide City all correspondence with any taxpayer for which Consultant claims compensation for Discovery Services and/or Audit Services. Consultant shall bear the burden of establishing that Consultant's Discovery Services resulted in the discovery of a delinquent taxpayer and that therefore Consultant is entitled to a contingency fee for Discovery Services. Consultant shall not be entitled to any compensation for Discovery Services and/or Audit Services initiated by Consultant without prior written approval by the City's Administrative Services Director.

6. Extension Periods. Unless otherwise agreed to in writing by the Parties, the Contingency Services Cap shall apply in the Extension Periods, if any.

II. Invoices

Invoices shall:

1. Reference the Agreement number (if applicable)
2. Identify the task(s) performed as outlined in Exhibit A
3. Include a description of work completed during the billing period
4. Itemize labor hours, rates, and reimbursable expenses (if applicable)
5. Include supporting documentation for reimbursable expenses

Invoices shall be submitted to:

City of Livermore Finance
Attention: Martin Wong
1052 South Livermore Avenue
Livermore, CA 94550

EXHIBIT C

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:
   $1,000,000 per occurrence/**$2,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Professional Liability/Errors and Omissions:
   $2,000,000 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

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. 6.14**

DATE: September 14, 2026

TO: Honorable Mayor and City Council

FROM: Brandon Cardwell, Innovation and Economic Development Director

SUBJECT: Resolution authorizing a five-year Professional Services Agreement with CBRE, Inc. for on-call real estate and economic development consulting services, in an amount not to exceed $500,000.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a five-year Professional Services Agreement (Agreement) with CBRE, Inc. for on-call real estate and economic development consulting services in an amount not to exceed $500,000.

SUMMARY

The proposed Professional Services Agreement (Agreement) with CBRE, Inc. will provide on-call real estate and economic development consulting services to support the development and implementation of operational and strategic initiatives, respond to City Council direction consistent with the City's Strategic Plan and General Plan, support business attraction activities, and enhance Livermore's economic vitality and fiscal sustainability. Professional services under this Agreement include brokerage services, real estate and economic assessment, peer review of real estate analysis, fiscal and economic impact analysis, opportunity site development, data and coordination, and other as needed real estate and economic development advisory services. The five-year contract has a not-to-exceed amount of $500,000 with services through September 14, 2031. The Agreement is not a Project under the California Environmental Quality Act (CEQA), has no significant fiscal or administrative impacts, and supports Strategic Plan goals that call for a diverse local economy.

DISCUSSION

Background

The Innovation and Economic Development Department requires a real estate and economic development consultant to support the development and implementation of operational and strategic initiatives, respond to City Council direction consistent with the City's Strategic Plan and General Plan, support business attraction activities, provide brokerage services, and enhance Livermore's economic vitality and long-term fiscal sustainability (Services).

On April 24, 2026, staff issued a public Request for Proposals (RFP) for the Services and received submissions from 11 firms. A selection committee comprised of City staff reviewed all proposals. The top five firms were invited to participate in interviews. Proposals were evaluated using the following criteria:

1. Firm Qualifications and Relevant Experience
2. Technical Approach to Required Services and Deliverables
3. Key Personnel and Team Structure
4. Responsiveness, Clarity, and Overall Quality of Proposal
5. Cost Proposal

Following evaluation of the written proposals and the interview performance, CBRE, Inc. was identified as the top-ranked firm.

CBRE, Inc.

CBRE, Inc. (Consultant or Firm) is a global publicly traded commercial real estate firm founded in 1906 and headquartered in Dallas, Texas, with more than 500 offices worldwide. Its Oakland and Walnut Creek offices represent a strong regional presence in the East Bay. The Consultant demonstrated substantial expertise, strong subject-matter knowledge, and clearly defined internal processes for coordinating work. The Consultant team also offers significant real estate and brokerage capacity, including 15 local brokers active in the Livermore market, 69 local transactions since 2020, and regional leadership based in Walnut Creek. The Consultant offers strong economic consulting services as well, including in-house economic reporting and forecasting for the region and for asset classes of interest such as advanced manufacturing, distinguishing themselves from other firms. Additionally, the Consultant provides robust marketing and communications services through extensive in-house graphic design and marketing resources–an advantage not offered at the same scale by other candidates. Their ability to support projects comprehensively from initial analysis through implementation is a significant strength. The Firm's experience and familiarity with local development conditions, range of available brokerage and economic development services, and demonstrated ability to generate accurate cost estimates contributed to its selection.

Agreement Services

The Agreement will enhance the City's ability to respond to time-sensitive and highly competitive opportunities. Services to be provided include:

- Real Estate and Economic Assessment. High-level assessment of real estate and economic trends, including historical indicators, current conditions, and future projections, and asset mapping to support business attraction, retention, and expansion decisions.
- Peer Review of Real Estate Analysis. Independent review of third-party market studies, development feasibility analyses, and similar materials, delivered in written report format to support informed decision-making.
- Fiscal and Economic Impact Analysis. Evaluation of proposed industrial or commercial development projects or business relocations, including assessments of project value and potential consideration of incentives.
- Opportunity Site Development. Identification and evaluation of potential development sites throughout the City, including the Downtown, South Livermore, and industrial areas, to support

economic development and business attraction initiatives, potentially including brokerage services to market and transact such sites.

- Data and Coordination. Use of CBRE, Inc.'s proprietary analytical tools and data sources to support informed, data-driven decision-making.
- Additional Real Estate and Economic Development Advisory Services. Other services as needed, subject to available budget and mutual agreement.

Agreement Pricing and Fee Structure

The total contract amount is not to exceed $500,000 over five years. The Consultant will provide services under a hybrid pricing structure designed to accommodate the variety of service types included in the agreement. Detailed pricing information is provided in the Fee Schedule of the Agreement (Exhibit A). The Consultant is required to provide upfront cost estimates for each project and shall receive the City's affirmative notice-to-proceed prior to completing any work.

ENVIRONMENTAL DETERMINATION

Approval of this Agreement for consulting and brokerage services is not a project under CEQA Section 21065. Agreement approval will not cause a direct physical change in the environment, or a reasonably foreseeable indirect change in the environment. No lease, permit, certificate, or entitlement is being issued at this time. Any future development project that results from Consultant Services will be required to undergo appropriate environmental review in conjunction with a land use entitlement.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no substantial fiscal or administrative impacts. The Agreement specifies the $500,000 amount is a not to exceed amount, which means the City is not obligated to expend Agreement funds if no Consultant projects are required. The Agreement funds will be drawn from the General Fund (Fund 001). The Innovation & Economic Development Department's budget includes sufficient annual appropriations for consultant services to accommodate the Agreement amount. In addition, the Consultant services could result in additional revenues to the City by means of catalyst site development and additional tax revenue; increased or new rent revenue on City-owned parcels; and higher-value new businesses through business attraction.

PILLAR

2: Economy that Prospers

GOAL

5: Facilitate the development of commercial and industrial projects that provide high-quality local jobs and support a diverse local economy.

ATTACHMENTS

1. Resolution
2. Exhibit A - Agreement

Prepared by: Theresa de la Vega
Management Analyst II

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Kristen Hilton
Acting Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF A 5-YEAR PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL REAL ESTATE AND ECONOMIC DEVELOPMENT CONSULTING SERVICES WITH CBRE, INC., IN AN AMOUNT NOT TO EXCEED $500,000

The Innovation and Economic Development Department requires on-call real estate and economic development services consultants to support the development and implementation of operational and strategic initiatives, respond to City Council direction consistent with the City's Strategic Plan and General Plan, support business attraction activities, and enhance Livermore's economic vitality and fiscal sustainability.

On April 24, 2026, staff published the Request for Proposals and received responses from 11 firms. Based on the evaluation of written proposals and interview results, CBRE, Inc. was selected by the selection committee for the on-call real estate and economic development consulting services.

The proposed agreement with CBRE, Inc. would commence on September 30, 2026, and terminate upon completion of the services or September 30, 2031, whichever occurs first.

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

1. Authorizes the City Manager, or her designee, to execute a professional services agreement with CBRE, Inc., attached hereto as Exhibit A, for on-call real estate and economic development consulting services, in an amount not to exceed $500,000 for a five-year term.

2. Authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution, including approving minor amendments to the Agreement.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 14, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Katherine Mirassou
Katherine Mirrassou
Assistant City Attorney

Exhibit A – Professional Services Agreement with CBRE, Inc.

Docusign Envelope ID: CDA7CF19-E8B1-8917-8043-12EDF87800CA

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2026, by and between the City of Livermore ("City"), a municipal corporation, and CBRE Inc ("Consultant"), a Delaware Corporation.

RECITALS

City requires professional services for on-call real estate and economic development consulting services to support the development and implementation of operational and strategic initiatives, respond to City Council direction consistent with the City's Strategic Plan and General Plan, support business attraction activities, and enhance Livermore's economic vitality and long-term fiscal sustainability.

Consultant represents and warrants that 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 representations and warranties as inducement to award this Agreement to Consultant.

AGREEMENT

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

1. <u>Retention as Consultant</u>. City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the Services described and defined below in Section 3 *Description of Services* subject to the terms and conditions in this Agreement.

2. <u>Relationship of Parties – Independent Contractors</u>.

(a) The relationship of the parties shall be that of independent contractors. Consultant is and shall at all times remain as to City a wholly independent contractor during the term of this Agreement.

(b) Consultant and its personnel performing the Services on behalf of Consultant are not City officers or employees. Consultant's personnel shall at all times be under Consultant's exclusive direction, control, supervision, and management. Consultant, at its own cost and expense, is responsible for all workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the Services by Consultant's personnel.

(c) Consultant and its personnel providing the Services shall not qualify for or become entitled to, and hereby waive any claims to, any compensation, benefit, or any incident in employment by City, including but not limited to enrollment in the California Public Employees Retirement System (PERS) as an employee of City and any entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

(d) Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, and shall have no authority, express or implied, to bind City to any obligation whatsoever.

3. **Description of Services.** Consultant shall provide the services described in the recitals and more particularly set forth in Exhibit A Scope of Work, which are collectively defined as "the Services" for the purposes of this Agreement.

4. **Consultant's Responsibilities.** Consultant, at its own cost and expense, shall:

(a) Coordinate the Services with Jake Potter("Project Manager"), or such other person designated as the Project Manager by City;

(b) At all times faithfully, competently, and diligently perform the Services to the best of its ability, experience, and talent in a courteous manner to the highest industry standards when performing the Services required hereunder. For the purposes of this Agreement the phrase "highest industry standards" means those professional standards recognized by one or more professional consultants performing similar Services under similar circumstances within City's region;

(c) Provide the resources and assign competent Consultant personnel necessary to complete the Services in a timely manner;

(d) Immediately remove and replace, without any cost to City, any member of Consultant's personnel providing the Services to City, in its sole discretion and at any time during this Agreement, directs Consultant to remove and replace, and City agrees to advise Consultant of the reason for the direction for the removal and replacement;

(e) Provide all facilities, goods, materials, and equipment that may be necessary for Consultant's personnel to provide the Services. City may furnish physical facilities such as desks, filing cabinets, and conference space that may be reasonably necessary for Consultant's use for the Services, but in no event shall City be required to furnish any facilities that involve incurring a direct expense such as computer, software, long-distance telephone or other communication charges, vehicles, or document reproduction facilities;

(f) Obtain and keep in effect during the term of this Agreement all necessary licenses, permits, qualifications, insurance, and approvals legally and professionally required for Consultant to practice its profession and to provide the Services, including obtaining a business license from the City of Livermore, and keep them all in effect for the term of this Agreement;

(g) Obtain and complete the appropriate City forms for the City to pay Consultant electronically via the Automated Clearing House (ACH). Those forms may be obtained by email at accountspayable@livermoreca.gov or by calling Accounts Payable staff at (925) 960-4345. If Consultant opts-out of electronic payment, it must likewise complete the appropriate City forms that can be obtained from those same sources for payment by check. The authority granted by those forms will remain in force and effect

until the City receives written notification of changes, which changes shall not take effect for at least ten business days to afford City a reasonable opportunity to act;

(h) Provide City with a complete Request for Taxpayer Identification Number and Certification Form W-9 using the form most recently issued by the Internal Revenue Service;

(i) Comply with all applicable state and federal laws, as well as Alameda County and City of Livermore ordinances, regulations, and adopted codes, when providing the Services;

(j) Only invoice City for the Services rendered. Consultant's invoice shall be in writing and describe the Services performed for the payment requested, and if requested by the Project Manager, Consultant shall certify the correctness of any invoice or invoices for Services provided. Consultant shall not submit an invoice to City more frequently than once a calendar month;

(k) 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 three years from the date of City's 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 to take possession, then Consultant and City shall coordinate delivery of the invoices and records to City in the most efficient manner possible;

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

(m) Prepare and submit a written report to the Project Manager, within three 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;

(n) Correct all errors in the Services. If Consultant fails to make such correction in a timely manner, then City may make the correction and then charge the cost thereof to Consultant or deduct that cost from the compensation payable to Consultant;

(o) 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, when providing the Services; and,

(p) 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.

5. Term. The term of this Agreement commences on 09/30/2026, and terminates upon the completion of the Services or 09/30/2031, whichever occurs first.

6. Termination by City. City may terminate any portion or all of the Services by giving Consultant at least 30 calendar-days' written notice. Upon receipt of a termination notice, Consultant shall immediately stop all work in progress on the Services except where necessary to preserve the benefit of the work, and Consultant shall 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 and subject to Section 7.

7. Compensation and Payment.

(a) The total compensation payable by City to Consultant for the Services **SHALL NOT EXCEED** the sum of $500,000.00 ("not-to-exceed amount").

(b) City shall compensate Consultant for the Services rendered at the hourly rates or task amounts set forth in Exhibit B Fee Schedule, and shall reimburse Consultant for travel expenses and other costs that are identified in Exhibit B, up to the not-to-exceed amount.

(c) Consultant and City acknowledge that compensation paid by City to Consultant pursuant to this Agreement is based upon Consultant's estimated costs to provide the Services, including the salaries and benefits paid by Consultant to its personnel. Consequently, Consultant and City further agree that compensation paid by City to Consultant is intended to include the costs of contributions to any pensions or annuities, or both, to which Consultant and its personnel may be eligible, and that City has no responsibility for contributions beyond the compensation paid to Consultant under this Agreement. As provided this Agreement, the hourly rates, task amounts and reimbursement for specified travel expenses and costs in the Fee Schedule 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, including all taxes Consultant is required to pay.

(d) 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.

(e) City shall pay Consultant via the Automated Clearing House or as otherwise instructed by Consultant pursuant to Section 4(g) above.

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

10. Confidentiality. Consultant shall not disclose any confidential or proprietary information received from City to anyone except Consultant's personnel 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 returned to City or confirmed destroyed in a manner satisfactory 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 or otherwise acceptable to City, City and its elected and appointed officials, officers, directors, employees, agents, and designated volunteers (collectively "Indemnified Parties") 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, 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 the Indemnified Parties. 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 City.

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

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

12. Insurance. Without limiting Consultant's indemnification of the Indemnified Parties, Consultant shall procure and maintain at its own expense during the term of this

Agreement policies of insurance in the amounts and under the terms set forth in Exhibit C *Insurance Requirements* against claims and Liability 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. Force Majeure; Service Delays. Should Consultant's performance of the Services be obstructed or delayed due to changes in the Services by City, by any default, act, or omission of City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain goods, materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then Consultant's time for performance may, at City's sole discretion, be extended for such periods as may be agreed upon by City and Consultant. Nothing in this section restricts City's authority in Section 6 to terminate this Agreement.

14. 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.

15. 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.

16. 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 twelve-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.

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

18. Levine Act Compliance. California Government Code section 84308 (Levine Act) prohibits City officers from participating in any action related to a contract, license, permit, or entitlement if the officer receives political contributions from a party, or participant, or agent thereof, that totals more than $500 within the twelve months

preceding the decision or within the twelve months following the date of the final decision. Consultant shall review and complete as necessary the City's California Levine Act Disclosure Statement that can be obtained from the City Clerk.

19. Use of Recycled Products. If fitness and quality are equal, then Consultant shall utilize recycled products consistent with the City's Environmentally Preferrable Purchasing and Practices Policy, and as defined in California Public Contract Code Section 12200 for the Services, instead of nonrecycled products whenever recycled products are available at the same or a lesser cost than nonrecycled items. Information on recycled materials can be found here:

- Sustainable Purchasing | StopWaste - Home, Work, School
- Reducing Waste at Work | StopWaste - Home, Work, School
- Recommendations of Specifications, Standards, and Ecolabels for Federal Purchasing | US EPA

20. Non-Exclusive Agreement. City intends to work with and utilize Consultant for the Services described in Exhibit A Scope of Work.. However, City reserves the right to provide, and to retain other qualified consultants to provide services that are the same or similar to the Services.

21. Business Entity Status. Consultant is responsible for filling all required documents and forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, as well as the California Business and Professions Code and any other state statute, to the extent such requirements apply to Consultant to provide the Services. By entering into this Agreement, Consultant represents that it is: authorized to do business in California; in good standing with the California Secretary of State; and, in good standing with all agencies having jurisdiction over Consultant, including any licensing agencies. If Consultant is a suspended entity at the time it enters into this Agreement, City may take steps to void this Agreement.

22. Authority to Execute Agreement. Consultant has taken all necessary action to authorize the execution of this Agreement, and expressly represents that the person signing this Agreement on behalf of Consultant has received and accepted the authority to sign and execute this Agreement on behalf of Consultant. Upon the Effective Date, this Agreement shall constitute a legal, valid and binding obligation of Consultant, enforceable against Consultant in accordance with its terms, which authorization is ratified and confirmed upon Consultant's acceptance of the first compensation payment by City.

23. No Subcontracting and No Assignment. Consultant's unique personal competence, experience, specialized personal knowledge, and professional reputation were a substantial inducement to City for the award of this Agreement to Consultant, therefore no part of the Services may be assigned or subcontracted 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.

24. Remedies. All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative, and the invocation of a right or remedy will not be construed to waive or elect a remedy with respect to any other available right

or remedy. As a condition precedent to commencing legal action involving a claim or dispute against City arising from this Agreement, Consultant must present a written claim to City in accordance with Livermore Municipal Code Chapter 3.40 *Claims Administration*.

25. Work Eligibility. Consultant warrants that only personnel authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be provided by Consultant for the performance of the Services.

26. Non-Discrimination. In performance of the Services, Consultant agrees that it will not engage in discrimination in employment of persons because of such person's race, color, religion, sex/gender, gender identity/expression, sexual orientation, marital status, medical condition, military or veteran status, national origin, ancestry, disability, genetic information, age, or any protected classification when providing the Services. Consultant further agrees to comply with all provisions of Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in all programs or activities receiving federal financial assistance. Consultant further assures that it will take necessary actions to ensure compliance with these requirements in the performance of this Agreement.

27. Construction of Language.

(a) 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 any exhibit hereto, the language in the body of the Agreement controls.

(b) For the purposes of this Agreement, the terms "writing" and "written" includes electronic documents and communication via email, but not when those terms are used in Sections 6, 12, 23, and Sections 27 through 30 for notices, consent, or modifications. For the notices, consent, and modifications in Sections 6, 12, 23, and Sections 27 through 30, the terms "writing" and "written" means either a physically tangible document or an electronic document that satisfies the requirements in Livermore Municipal Code Section 2.64 Electronic Signatures.

28. 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.

29. 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, with a courtesy copy delivered by email to the email addresses below:

TO CITY:	Attention:Jake Potter Economic Development Manager City of Livermore / Innovation and Economic Development 1052 South Livermore Avenue Livermore, CA, 94550 tbdelavega@livermoreca.gov
Email:	purchasing@livermoreca.gov accountspayable@livermoreca.gov CityAttorney@livermoreca.gov
TO CONSULTANT:	Attention: Brian Hutcherson CBRE Inc 2375 N. Glenville Drive Building A Richardson, TX, 75082 United States
Email:	brian.hutcherson@cbre.com

30. Waiver. Failure to insist upon the strict performance of any term or condition 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.

31. 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.

32. Survival. The terms, conditions, and obligations in Sections 2, 8 through 11, 23, 24, 30, and 31 through 33 shall survive the completion or termination of this Agreement.

33. Jurisdiction and Venue. The interpretation, validity, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit, claim, or legal action of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda or in the United States District Court for the Northern District of California.

34. Electronic Signatures. By signing this document, you are agreeing that you have reviewed this disclosure information and consent to transact business using electronic communications and to utilize electronic signatures in lieu of using paper documents pursuant to Livermore Municipal Code section 2.64 *Electronic Signatures* and all other applicable laws. You are not required to sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

35. <u>Counterparts</u>. 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.

36. As-Needed Basis and Notice To Proceed. Work under this Agreement shall be conducted on an as-needed basis. The City may inform the Consultant of required services, consistent with Exhibit A Scope of Work, on a project-by-project basis. The City may request, and the Consultant shall provide, any information necessary to determine the scope and cost of each project prior to issuing a written Notice to Proceed. The Consultant shall not begin any work described in this Agreement or Exhibit A without express authorization from the City by a written Notice to Proceed.

****

Signatures and Exhibit 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 set forth in the first paragraph of this Agreement, which is the date that this Agreement was signed on behalf of City after it was signed by Consultant.

CONSULTANT: **Dated:**

DocuSigned by:
Darin R. Bosch
3A9341AAD2924F5...

8/28/2026 | 6:50 PM PDT

Darin R. Bosch
Executive Vice President/
Executive Managing Director

CITY OF LIVERMORE: **Dated:**

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

Signed by:
Katherine Mirassou
D48B6A0C4F27411...

Deputy/Assistant/Senior Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
A5F7D34BB6A748A...

Risk Manager/Analyst

Exhibits:

Exhibit A – *Scope of Work*
Exhibit B – *Fee Schedule*
Exhibit C – *Insurance Requirements*

EXHIBIT A
Scope of Work

Scope of Work Description
Consultant will provide on-call real estate and economic development consulting services described here.

Contractor/Vendor Responsibilities

1. Real Estate and Economic Assessment, which is a high-level assessment of real estate and economic conditions in Livermore. This will include an assessment of historical indicators, current conditions, and potential future trends. Metrics could include job counts, development activity, vacancy rates, and transaction volumes. Assessments will occur annually and will be delivered in formal report and social media-friendly formats.

2. Peer Review of Real Estate Analysis, which is an independent peer review of third-party market studies, development feasibility, and related analyses delivered in written report format.

3. Fiscal & Economic Impact Analysis for proposed industrial or commercial development projects or new business relocations. Analysis to be delivered in formal report and summary formats.

4. Opportunity Site Development throughout the City, including the Downtown. This may include methodology, market engagement philosophy, communication protocols, confidentiality measures, brokerage services, market and feasibility analysis and regulatory impact analysis.

5. Data and Coordination, where Consultant will use its own analytical tools and data sources. The City will provide relevant data available. Consultant will identify any additional data needs and will coordinate with City project manager and other City-retained consultants as directed.

6. Other as needed Real Estate and Economic Development Advisory Services, subject to available budget and mutual agreement. This may include economic forecasting, strategy support and development; targeted market research; development feasibility screening; policy/program option evaluation; land use and building footprint revenue analysis; point-of-sale evaluation; void analysis/leakage reports; benchmarking and best practices; implementation road maps; presentation to staff and/or Council/Commission (as directed); identification of anticipated challenges and recommended mitigation strategies.

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PRICING / FEES

Below we have outlined our hourly rates for consulting work and, additionally, our commission structure. Based on our experience with public sector clients and our understanding of the scope of services the City of Livermore requires, we have proposed a hybrid pricing structure to capture the variety of services needed.

Consulting Fees

CBRE will provide consulting services based on the hourly fees outlined below. All consulting assignments will include a proposed Scope of Work (SOW) and associated costs to be agreed upon by the City and CBRE. Once approved by the City, CBRE will complete the assignment as outlined.

Projects falling within this category of assignments would include the Real Property Optimization Plan (action planning), the Annual and/or Quarterly State of the Economy report, and any additional consulting reports that may be needed throughout the term of our agreement. These services will be identified by the CBRE team in collaboration with the City as they become required.

We have proposed costs for the Real Property Optimization Plan which follows this pricing section.

Rate Schedule - 2026		
Name	**Position**	**Hourly Rate**
Brian Hutcherson	Project Lead - Public Sector	$325
Joey Larson	Project Co-Lead - Consulting	$475
Kasia Kolpa-Zarowska	Bay Area Consulting Lead	$425
Isabella Douglas	Research Lead	$300
Adam Ebner	Market Specialist - Brokerage	$300
Nicolette Canzoneri	Contract Administrator	$275
Erin Lee	Marketing	$225
Ross Huber	Financial Analysis	$275
Alberto Vela	Construction Consultant	$325
Max Zabala	Development Analysis/Subconsultant	$325
Bill Anderson	Economic Consulting/Subconsultant	$425

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Acquisitions, Dispositions, and Leasing

In the event the City chooses to utilize CBRE for property acquisition, disposal, or leasing during our contract term, CBRE will provide disposition, acquisition, and leasing services with the following associated fees. Additionally, CBRE can provide construction management if needed by the City. CBRE is not entitled to any fees or compensation, except as part of a City-approved project.

CBRE will offer a 15% fee share to the City on all third-party fees collected.

Fee Simple Sale – Acquisitions & Dispositions

Upon execution of Purchase and Sale Agreement and subsequent Close of Escrow (COE), CBRE will be due a Success Fee following CBRE's proposed commission schedule below. Commissions are calculated cumulatively and compounding. Table begins on the following page.

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Acquisitions/Dispositions for City			
CBRE Commission / Success Fee – On-Market	CBRE Commission / Success Fee – Off-Market	Purchase Price	Paid By
3.00%	3.50%	$0 - $10 M	Seller
2.50%	3.00%	$10 M - $20 M	Seller
2.00%	2.50%	$20 M - $30 M	Seller
1.50%	1.50%	$30 M - $50 M	Seller
1.00%	1.00%	$50 M - $100M	Seller
0.95%	0.95%	$100M or greater	Seller

In the event a seller's representation agreement with its broker does not include consideration for the buyer's broker, or the seller of an off-market property will not pay the commission, CBRE's commission will be paid by the City of Livermore.

Existing/ Product (Office/Industrial/Aviation) Leasing Transactions – Lessor or Lessee

Upon execution of Lease Agreement for a lease within an existing structure, CBRE will be due 50% of the total Commission following CBRE's proposed commission schedule below and the balance will be due at Lease Commencement. The table below represents leasing commissions for Office and Industrial products that are existing product on the market. For Aviation Related Leasing, CBRE's fee will be 5% of the gross lease consideration. For purposes of this section, "Aviation Related Leasing" means a lease within an existing structure on Livermore Municipal Airport property.

Leasing Transactions		
TOTAL Commission	Term	Paid By
$3 per sqftper year	Years 1-10*	Landlord

*Our fee will be capped at $30 per sqft over the term and no other fees will be collected beyond 10 years.

New Development / Long-Term Ground Leases

In the event CBRE brings a developer to the City, and such developer ("Lessee") enters into a ground lease for a City of Livermore Site to develop the site with a new structure, CBRE will be due a Success Fee paid for by the Lessee following CBRE's proposed commission schedule. The Success Fee will be fully disclosed within the RFP and potential offerors will be required to acknowledge the commission agreement to be deemed responsive.

For a ground lease, CBRE's Success Fee will be equivalent to four percent (4%) of the first 10 years of Base Rent and two percent (2%) of Base Rent paid by Lessee to you years 11 and beyond.

Leasehold Interest Success Fee Calculation Example:

By way of example and not of limitation, the Success Fee for a ground lease shall be paid pursuant to the following method of calculation:

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GROUND LEASE PAYMENTS PAID BY LESSEE TO LESSOR (ANNUAL BASE RENT)		
$1,200,000	x 10 years	$12,000,000 (10-year Base Rent)
	x 4% Success Fee	$480,000
$1,200,000	x 5 years	$6,000,000 (5-year Base Rent)
	x 2% Success Fee	$120,000
	Total Success Fee	**$600,000**

The Developer shall pay the fee within Thirty (30) days of execution of all purchase and/or lease agreements between the City and the Developer. CBRE will specify the fee arrangement and payment terms in the RFP issued by CBRE on the City's behalf and stipulate that said fee is to be paid by the developer as a condition for consideration of the Developer's proposal to the City.

Incomplete Negotiation Compensation

In the event that our Agreement or any particular engagement to provide the Services ends without a signed transaction, within 30 days of that ending, CBRE shall provide the City with a list of all parties with whom CBRE was engaged in active negotiations with respect to transactions for which fees could be earned under this Agreement. CBRE shall also provide the City with written evidence of such negotiations. If within one year after such expiration or termination date, the City enters into any agreement of sale, lease, sublease or other written agreement with a party on such list for which a fee would have been earned hereunder, CBRE shall earn the fee provided for under this Agreement to the same extent as if the Services had not expired or terminated. Upon the expiration of the one-year period, CBRE may present to the City for its consideration an extension of the fee protection period for any existing transactions which remain active and imminent. The City shall not be obligated to extend such period, but the Parties shall negotiate in good faith a fair compensation arrangement for the work performed by CBRE (or its Subagents) prior to termination. This paragraph shall survive the termination or expiration of our Agreement.

Construction Management

To assist with any Tenant Improvements or other construction related activities, CBRE can provide these services for an additional fee. This fee is scope dependent and will require discussion prior to negotiate the total fee. Typically, this cost is estimated at $0.90/SF per month of service.

Business Incentive Implementation

CBRE's internal specialty practice can assist the City with Business Incentive implementation as a separate service. If desired, CBRE can have a scope and associated fees outlined for the City.

Not-to-Exceed Amount

This Fee Schedule reflects the costs associated with the Services provided under this Agreement. In no event shall the total **aggregate amount** payable by the City to CBRE under or in connection with this Agreement for all Services performed under this Agreement exceed the Not-to-Exceed amount of $500,000, pursuant to Section 7 of the Agreement, without a written amendment to this Agreement expressly increasing such amount, which must be approved by the City Council. This includes all costs, fees, reimbursable expenses, and any other amounts payable by City to CBRE, but excludes amounts owed to

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CBRE by third parties under this Agreement. If an amount payable to CBRE by a third party becomes payable by the City per the terms of this Agreement, that amount shall be included in the total amount payable by the City to CBRE, which is not to exceed $500,000.

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CBRE

Thank you

For more information

Brian Hutcherson
Western Regional Manager
CBRE | Public Institutions & Education Solutions
O: 858-546-2639 C: 858-405-6109
brian.hutcherson@cbre.com

Public Institutions & Education Solutions
CBRE San Diego
4301 La Jolla Village Drive, Suite 3000 | San Diego, CA 92122

CBRE ©2026 All Rights Reserved. All information included in this proposal pertaining to CBRE—including but not limited to its operations, employees, technology, and clients—are proprietary and confidential, and are supplied with the understanding that they will be held in confidence and not disclosed to third parties without the prior written consent of CBRE. This letter/proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive agreement has been fully executed and delivered by the parties. The parties agree that this letter/proposal is not intended to create any agreement or obligation by either party to negotiate a definitive lease/purchase and sale agreement and imposes no duty whatsoever on either party to continue negotiations, including without limitation any obligation to negotiate in good faith or in any way other than at arm's length. Prior to delivery of a definitive executed agreement, and without any liability to the other party, either party may (1) propose different terms from those summarized herein, (2) enter into negotiations with other parties and/or (3) unilaterally terminate all negotiations with the other party hereto. CBRE and the CBRE logo are service marks of CBRE, Inc. All other marks displayed on this document are the property of their respective owners, and the use of such logos does not imply any affiliation with or endorsement of CBRE.

EXHIBIT C

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

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

Deductibles and Self-Insured Retention

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

Acceptability of Insurers

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

Other Insurance Provisions

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

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

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. 6.15**

DATE: September 14, 2026

TO: Honorable Mayor and City Council

FROM: Brandon Cardwell, Innovation and Economic Development Director

SUBJECT: Resolution authorizing the execution of a first amendment to the lease with the United States of America for the Livermore Municipal Airport Air Traffic Control Tower site to extend the term through September 30, 2045, update the description of the leased premises, and make other minor modifications.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution:
1. Authorizing the execution of a first amendment to the lease with the United States of America for the Livermore Municipal Airport Air Traffic Control Tower site to extend the term through September 30, 2045, update the description of the leased premises, and make other minor modifications;
2. Directing the recording of the first amendment or, alternatively, authorizing the execution and recording of a memorandum of lease; and
3. Authorizing the City Manager, or her designee, to take all actions necessary and appropriate to carry out the purpose and intent of the resolution, including making non-substantive changes to the first amendment to facilitate recording.

SUMMARY

The United States Department of Transportation Federal Aviation Administration (FAA) leases land at the Livermore Municipal Airport (Airport) for an Air Traffic Control Tower (ATCT). Staff recommends the City Council authorize an amendment to the existing site lease, extending the term through September 30, 2045. The proposed amendment updates the legal description and map of the ATCT site, revises the FAA's notice address, incorporates required telecommunications compliance clauses pursuant to the National Defense Authorization Act (NDAA) Section 889, and formalizes continued access rights associated with City of Livermore (City)-owned equipment located within the fenced ATCT area. Approval of this amendment would maintain uninterrupted FAA tower operations and ensure continued federal investment in the Airport's air traffic control infrastructure.

DISCUSSION

The Airport hosts an FAA Air Traffic Control Tower operating under a long-standing ground lease

between the City and the FAA. The FAA requires use of its standardized amendment template for ATCT properties nationwide, and it has prepared a Lease Amendment that updates several components of the agreement and formally extends the lease term through September 30, 2045. Key amendments include:

- Updated Legal Description & Exhibits: The amendment replaces the existing premises description with an updated legal description and map, clarifying the exact boundaries of the ATCT site.
- Term Extension: The lease term is formally extended through September 30, 2045.
- Updated Notice Address: The FAA's notice address is updated to its Real Estate & Utilities office in Des Moines, WA.
- Addition of NDAA Section 889 Clauses: The amendment incorporates mandatory federal clauses regarding covered telecommunications and video surveillance equipment, requiring representations from the City as the Lessor. For purposes of NDAA Section 889, the term "surveillance equipment" refers to certain telecommunications and video equipment manufactured or provided by specifically identified companies that the federal government has determined present potential national security risks. The term refers to the source and manufacturer of the equipment, and the City confirms in the lease amendment that such equipment is not used by the City of Livermore, including the Livermore Municipal Airport.
- City Access to Emergency Generator: The amendment acknowledges that the City-owned emergency generator located within the fenced ATCT site will continue to be accessible to the City via a gate code provided by the FAA.

Execution of this amendment ensures compliance with federal requirements, maintains operational continuity, and supports aviation safety at the Livermore Municipal Airport.

FISCAL & ADMINISTRATIVE IMPACTS

There is no fiscal impact associated with the lease amendment. The agreement simply extends the existing ATCT site lease term and updates standard federal clauses. No changes are made to financial obligations, rent, or cost-sharing between the City and the FAA. Administrative impacts are minimal. Staff will continue to coordinate with FAA Real Estate & Utilities staff as needed and ensure compliance with notice procedures and telecommunications representations.

COMMUNITY PILLAR

2: Economy That Prospers

GOAL

3: Encourage an innovation driven economy.

ATTACHMENTS

1. Resolution
2. Exhibit A - Supplemental Agreement

Prepared by: Erica Ledesma
Senior Management Analyst

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Kristen Hilton
Acting Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO THE LEASE WITH THE UNITED STATES OF AMERICA FOR THE LIVERMORE MUNICIPAL AIRPORT AIR TRAFFIC CONTROL TOWER SITE TO EXTEND THE TERM THROUGH SEPTEMBER 30, 2045, UPDATE THE DESCRIPTION OF THE LEASED PREMISES, AND MAKE OTHER MINOR MODIFICATIONS

On September 21, 2005, the City of Livermore, as landlord, and the United States of America, as tenant, entered into a Land Lease On-Airport (Lease No. DTFAWP-05-L-00069) for the air traffic control tower site located at the Livermore Municipal Airport ("Original Lease"). The Original Lease was recorded under Series No. 2005423846, dated September 30, 2005, Official Records of Alameda County, California.

The parties desire to amend the Original Lease to: (1) update the description of the leased premises; (2) recognize the City's continued access rights to certain equipment located within the leased premises; (3) extend the term through September 30, 2045; (4) update the United States of America's address for notices; and (5) add clauses required by the National Defense Authorization Act 889 ("NDAA 889"). This would be the first amendment to the Original Lease.

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 first amendment to the Original Lease, entitled "Supplemental Agreement No. 1 to FAA Contract No. DTFAWP-05-L-00069," attached hereto as Exhibit A, to: (a) update the description of the leased premises; (b) recognize the City's continued access rights to certain equipment located within the leased premises; (c) extend the term through September 30, 2045; (d) update the United States of America's address for notices; and (e) add clauses required by the NDAA 889.

2. Directs the City Clerk to record the executed "Supplemental Agreement No. 1 to FAA Contract No. DTFAWP-05-L-00069" with the Alameda County Clerk-Recorder's Office or, in the alternative, authorizes the City Manager, or her designee, to execute a memorandum of lease, in a form approved by the City Attorney, or her designee, and directs the City Clerk to record the memorandum of lease with the Alameda County Clerk-Recorder's Office.

3. Authorizes the City Manager, or her designee, to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including making non-substantive changes to the agreement attached hereto as Exhibit A to facilitate recording with the Alameda County Clerk-Recorder's Office.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on Monday, September 14, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Molly A. O'Toole
Molly A. O'Toole
Assistant City Attorney

Exhibit A – Supplemental Agreement No. 1 to FAA Contract No. DTFAWP-05-L-00069

THE ORIGINAL DOCUMENT CAN BE FOUND WITH THE CITY OF LIVERMORE, CITY CLERK'S OFFICE – 1052 S. LIVERMORE AVE., LIVERMORE, CA 94550

U.S. Department of Transportation Federal Aviation Administration SUPPLEMENTAL AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 1 TO FAA CONTRACT NO. DTFAWP-05-L-00069

DESCRIPTION or ADDRESS OF PREMISES:
LVK Air Traffic Control Tower (ATCT) Site at Livermore Municipal Airport in Livermore, CA

THIS AGREEMENT, made and entered into this date by and between City of Livermore, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the Premises clause will be revised to update the Legal Description and Map, and to replace Exhibit A and Exhibit B.

WHEREAS, the Term clause will be amended to extend the term.

WHEREAS, the Notice clause will be amended to update the Government's address.

WHEREAS, the modified National Defense Authorization Act 889 (NDAA 889) required clauses will be added.

WHEREAS, the parties hereto desire to amend the above real estate contract effective upon date of last signature.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said real estate contract is amended, as follows:

Article 1 PREMISES is hereby deleted and replaced as follows:

The Lessor hereby leases to the Government the following described property, hereinafter referred to as the premises.

That certain real property situated in the Township of Murray, County of Alameda, State of California, described as follows:
Commencing at the point of intersection of the Western boundary line of that certain 325 acre tract of land described in the Deed from W.M. Mendenhall to Maas Luders, dated October 1, 1881 and recorded October 4, 1881 in Liber 226 of Deeds, at page 400 et seq., Records of Alameda County, California, with the Southern line of State Highway leading from Dublin to Livermore, designated as Road IV, Alameda County, Route 5, Section B, in said Murray Township, Alameda County, California; thence S 46°09'00"E approximately 2307 feet to the point of beginning.

BEGINNING at *Latitude 37.6961417 North, Longitude 121.8180222 West;*
THENCE North 89° 59' 49" East a distance of 98.00 Feet;
THENCE South 00° 00' 50" West a distance of 39.00 Feet;
THENCE South 89° 59' 49" East a distance of 88.00 Feet;
THENCE South 00° 00' 50" West a distance of 86.00 Feet;
THENCE North 89° 59' 49" West a distance of 108.00 Feet;
THENCE North 00° 00' 50" East a distance of 2.00 Feet;
THENCE North 89° 59' 49" West a distance of 58.00 Feet;
THENCE North 00° 00' 50" East a distance of 27.00 Feet;
THENCE North 89° 59' 49" West a distance of 16.00 Feet;
THENCE North 00° 00' 50" East a distance of 51.00 Feet;

THE ORIGINAL DOCUMENT CAN BE FOUND WITH THE CITY OF LIVERMORE, CITY CLERK'S OFFICE – 1052 S. LIVERMORE AVE., LIVERMORE, CA 94550

THENCE South 89° 59' 49" West a distance of 4.00 Feet;
THENCE North 00° 00' 50" West a distance of 44.00 Feet to the point of beginning;
Containing 18,854.35 square feet of land, more or less.

The Lessor and the Government recognize that a Lessor-owned/operated/maintained emergency generator, located within the Lessor-owned/maintained standalone building identified on Map below, lies within the secure, fenced ATCT site. The Government hereby agrees to allow the Lessor continued access to the generator facility by providing a gate code. The Lessor hereby agrees to keep the gate code reasonably secure and limit distribution to its employees on an as-needed basis.

Exhibit A and Exhibit B are hereby deleted and replaced with the map below.

A. Together with a right-of-way for ingress to and egress from the premises (for Government employees, their agents and assigns); a right-of-way for establishing and maintaining electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over said lands and adjoining lands of the contractor, and unless herein described otherwise, shall be reasonably determined by the Government as the most convenient route.
B. This contract includes the right of grading, conditioning, installing drainage facilities, seeding the soil of the premises, and the removal of all obstructions from the premises that may constitute a hindrance to the establishment and maintenance of Government facilities.
C. The Government shall also have the right to make alterations, attach fixtures, erect additions, structures, or signs, in or upon the premises hereby leased. All alterations and additions are and will remain the property of the Government.

Article 2 TERM is hereby amended to extend the term through September 30, 2045.

THE ORIGINAL DOCUMENT CAN BE FOUND WITH THE CITY OF LIVERMORE, CITY CLERK'S OFFICE – 1052 S. LIVERMORE AVE., LIVERMORE, CA 94550

Article 16 NOTICES is hereby amended to update the Government's address to:

Federal Aviation Administration
Real Estate & Utilities AAQ-930
2200 S. 216th Street
Des Moines, WA 98198

Article 18 REPRESENTATIONS REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT is hereby added to incorporate the NDAA 889 clauses.

A. Representations.

(1) The Lessor represents that it _____ does, ___X___ does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the Lessor represents that it _____ does, ___X___ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services.

B. Representations.

(1) The Lessor represents that it [ ] will, [X] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(2) After conducting a reasonable inquiry for purposes of this representation, the Lessor represents that it does [ ] does not [X] use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services.

If the Lessor does provide telecommunications equipment or services, please refer to AMS Clauses 6.9.5; 6.9.5-1 and 6.9.5-2, which are incorporated by reference. Upon request, the RECO will make the full text available.

All other terms and conditions of the real estate contract shall remain in full force and effect.

☒Lessor is required to sign this document and return 1 copy to the issuing office.
☐Lessor is NOT required to sign this document.

IN WITNESS WHEREOF, the parties subscribed their names and date.

Lessor

_____ _____
Signature Date

UNITED STATES OF AMERICA

Brandi J. Bohanon 8/25/2026
Real Estate Contracting Officer Date

Federal Aviation Administration
Supplemental Agreement, 01/2022
OMB CONTROL NO. 2120-0595

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Washington

COUNTY OF King

On this 25th day of August, 2026, before me, Troy Herman,
[insert notary name]

the undersigned Notary Public, personally appeared BRANDI BOHANON,
[insert name of individual who signed the agreement]

known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge that he/she executed the same for the purposes therein contained.

TROY HERMAN
25024852
NOTARY
PUBLIC
COMMISSION EXPIRES 06-27-29
STATE OF WASHINGTON

Notary Public Signature
Affix Seal Below

Federal Aviation Administration
Real Estate & Utilities Group
Notary Acknowledgement 09-2020

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.16**

DATE: September 14, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: An Ordinance adopting Development Code Amendment 26-001 Amending the Zoning District Map of the City of Livermore to conform with the General Plan 2045.

RECOMMENDED ACTION

Planning Commission and staff recommend the City Council adopt an Ordinance amending the Zoning Map.

SUMMARY

DISCUSSION

ATTACHMENTS

1. Ordinance
2. Exhibit A - PC Reso 13-26 General Plan Zoning Map
3. Exhibit B - Proposed Zoning Map

Prepared by: Emily LaDue
Assistant Planner

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Kristen Hilton
Acting Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN ORDINANCE ADOPTING DEVELOPMENT CODE AMENDMENT 26-001 AMENDING THE ZONING DISTRICT MAP OF THE CITY OF LIVERMORE

THE CITY COUNCIL OF THE CITY OF LIVERMORE DOES ORDAIN AS FOLLOWS:

Section 1. *Recommendation*. The Planning Commission held a duly noticed public hearing on July 7, 2026 to consider the proposed Zoning Map Amendment ("Project") and recommended that the City Council approve the proposed Zoning Map Amendment in Planning Commission Resolution No. 13-26, attached hereto as Exhibit A. Exhibit A includes attachments showing the proposed change areas to the Zoning Map.

Section 2. *Public Hearing*. Prior to taking action on the Zoning Map Amendment, and at a properly noticed public hearing, the City Council of the City of Livermore reviewed written and oral staff reports, conducted a public hearing on the Zoning Map Amendment and took testimony; and received into the record all pertinent documents related to the Zoning Map Amendment (collectively, the "Record Evidence"). The City Council's determination is based on the Record Evidence, which is incorporated into this Ordinance by reference.

Section 3. *Environmental*. The City Council has adopted Resolution No. ____ finding that the Final EIR for the General Plan 2045 and Zoning Map Amendment has been completed in compliance with the intent and requirements of the California Environmental Quality Act ("CEQA"), CEQA Guidelines, and the City's local CEQA requirements and has considered the information contained in the Final EIR and the record prior to taking any action on the Project, other related Project actions, or any of the alternatives. The City Council certified the Final EIR and approved and adopted the Findings, Facts in Support of Findings and Statement of Overriding Considerations Regarding the Environmental Impact Report.

Section 4. *Zoning Map Amendment*. The City Council has considered the findings made in Planning Commission Resolution No. 13-26, attached hereto as Exhibit A, and hereby adopts the same findings by this reference and incorporates them herein, and, based upon the City Council's own independent review of the Record Evidence and considerations, hereby approves Zoning Map Amendment 26-001 amending the Zoning District Map of the City of Livermore as shown in the attached Exhibit B.

Section 5. *Publication*. This Ordinance or a comprehensive summary thereof shall be published once in a newspaper of general circulation of the City of Livermore within 15 days after its adoption and shall take effect and be in force 30 days from and after its adoption.

Section 6. *Filing.* Planning Manager is directed to file a Notice of Determination with the Alameda County Clerk.

Section 7. *Documents.* The documents that constitute the record of proceedings upon which this decision is based on can be found in the City Clerk's Office, 1052 S. Livermore Avenue, Livermore, California.

Section 8. *Severability.* If any part of this Ordinance is declared unconstitutional or invalid by a court, such unconstitutionality or invalidity shall not affect any remaining parts.

The foregoing Ordinance was introduced at the meeting of the City Council of the City of Livermore held on July 27, 2026 by the following vote:

AYES: Council Members Barrientos, Branning, Dunbar, Vice Mayor Wang, and Mayor Marchand
NOES: None
ABSENT: None
ABSTAIN: None

The Ordinance was adopted at the regular meeting of the City Council held on September 14, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
MAYOR, CITY OF LIVERMORE

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Katherine Mirassou
Katherine Mirassou
Assistant City Attorney

Exhibit A – Planning Commission Resolution No. 13-26
Exhibit B – Zoning District Map

IN THE PLANNING COMMISSION OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE APPROVING ZONING MAP AMENDMENT 26-001 TO CONFORM WITH THE GENERAL PLAN 2045

Livermore General Plan 2045 updates the City's 2003-2025 General Plan and establishes a long-term vision, goals, policies, implementation actions and land use designations to guide future decision making related to growth, development, and resource conservation through horizon year 2045. The General Plan addresses State required elements as well as locally important topics, including land use, housing, mobility, infrastructure, economic development, climate resilience, healthy communities, open space protection, and Downtown and South Livermore vitality.

State Law requires that a city's Zoning Map be consistent with the General Plan, and that zoning districts be amended as necessary to maintain consistency with the General Plan Land Use Map.

The City initiated an application to amend the Zoning Map to implement the Livermore General Plan 2045 and maintain consistency between the City's zoning districts and General Plan land use designations ("Project").

The environmental effects of the Project have been evaluated in the Livermore General Plan 2045 Environmental Impact Report, prepared in accordance with the California Environmental Quality Act (CEQA).

On July 7, 2026, the Planning Commission held a duly noticed public hearing to consider the Project and staff recommendations, all public comments and testimony, and findings.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Livermore that prior to taking action on the Project, and at a properly noticed public hearing, the Planning Commission reviewed written and oral staff reports, conducted a public hearing on the Project and took testimony, and received into the record all pertinent documents related to the Project (collectively, the "Record Evidence"). The Planning Commission's determination is based on the Record Evidence, which is incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED, with respect to the Zoning Map Amendment, attached hereto as Exhibit A, the Planning Commission of the City of Livermore finds based on the information presented:

1. Findings required for all Development Code and Zoning Map Amendments.
    a. The proposed amendment is consistent with the General Plan and any applicable Specific Plan; and

b. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City

Response: The Project implements the Livermore General Plan 2045 Land Use Element by aligning zoning districts with the General Plan Land Use Map designations and associated policies. The proposed zoning districts correspond to existing or comparable zones that implement the same General Plan land use designations applied throughout the City, ensuring consistency between zoning regulations and the General Plan. The Project supports orderly development in accordance with adopted citywide policies and applicable State law by consistently applying zoning districts that reflect the General Plan's planned land use pattern. The Zoning Map Amendment does not introduce new or incompatible zoning designations and instead reaffirms the City's adopted land use framework. For these reasons, the proposed Zoning Map Amendment is consistent with the General Plan and will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, as it maintains a coherent and implementable regulatory structure for future development.

2. Additional finding for Zoning Map Amendments. The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal, etc.), to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

   Response: The Zoning Map Amendment implements the Livermore General Plan 2045, which establishes a citywide framework for the location, intensity, and pattern of future development based on analysis of infrastructure capacity, environmental constraints, public service availability, and emergency access. The General Plan identifies appropriate land use designations that reflect these conditions at a programmatic, citywide level.

   The Zoning Map Amendment implements these land use designations through corresponding zoning districts that regulate specific use types and development standards, directing future development to areas intended to accommodate such uses and intensities. In doing so, the Zoning Map Amendment maintains consistency between the General Plan Land Use Map and the City's zoning regulations.

   Future development facilitated by the amended zoning districts will remain subject to project-level review, including compliance with applicable development standards, engineering requirements, and review by City departments and service providers to ensure adequate infrastructure, access, and adherence to health and

safety requirements. Therefore, the proposed Zoning Map Amendment provides a planning framework that ensures future development is directed to appropriate locations physically suitable to development to ensure the protection of public health, safety, and surrounding properties.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Livermore has considered the Record Evidence and adopted a resolution recommending the City Council certify an Environmental Impact Report.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Livermore has considered the findings set forth above and adopts these findings as part of this Resolution. Based on the Planning Commission's own independent review of the Record Evidence and Considerations, the Planning Commission recommends the City Council adopt an ordinance approving Zoning Map Amendment 26-001, replacing the existing Zoning Map attached hereto as Exhibit A with the revised Zoning Map attached hereto as Exhibit B, which change areas are reflected in Exhibit C.

The documents that constitute the record of proceedings upon which this decision is based can be found in the Community Development Department 1052 S. Livermore Avenue, in Livermore, California.

On the motion by Chairperson Kronzak, seconded by Commissioner Anderson, the foregoing Resolution was passed and adopted at the Planning Commission meeting of July 7, 2026, by the following vote:

AYES: ANDERSON, FINTSCHENKO, HORNER, KRONZAK, STEELE.
NOES: NONE.
ABSENT: NONE.

Tracy Kronzak, Chairperson

Stephen Riley

by Stephen Riley, Planning Manager
Secretary to the Planning Commission

Attachments:
Exhibit A – Existing Zoning Map
Exhibit B – Revised Zoning Map
Exhibit C – Proposed Change Areas

City of Livermore Zoning Map

Existing

EXHIBIT A

LIVERMORE CALIFORNIA

N

0 0.25 0.5 0.75 Miles

Residential

- Rural Residential (RR)
  - RR-1 40,0000 sq. ft. minimum lot size
  - RR-3 125,000 sq. ft. minimum lot size
  - RR-5 210,000 sq. ft. minimum lot size
- Low Density Residential (RL)
- Suburban Residential (RS)
- Suburban Multiple Family Residential (RG)
  - RG-10
  - RG-12
  - RG-14
  - RG-16
- Multiple Family Residential (MFR)

Commercial

- Downtown Specific Plan (DSP)
- Commercial Service (CS)
- Professional Office (CP)
- Commercial Office (CO)
- Highway Commercial Service (CHS)
- Neighborhood Business Commercial (CNB)

Mixed Use

- Neighborhood Mixed Use (NMU)
- Isabel Neighborhood Specific Plan (INSP)
- Transect Zone - T3 Neighborhood (T3N)
- Transect Zone - T4 Neighborhood (T4N)
- Transect Zone - T4 Neighborhood Open (T4N-O)

Industrial

- Research and Development (I-1)
- Light Industrial (I-2)
- Heavy Industrial (I-3)

Airport

- Airport Service (AIR-SE)
- Airport Operations (AIR-OP)

Other

- Education and Institutions (E)
- Open Space (OS)
  - Open Space Agricultural (OS-A)
  - Open Space Flood Plain (OS-F)
  - Open Space Rural Residential (OS-R)
- South Livermore Valley Agricultural (SLV-AG)

Planned Development

PD	Planned Development
PUD/PUDA	Planned Unit Development/Amendment Permit
PD/AG	Planned Development Agricultural
PDC	Planned Development Commercial
PDI	Planned Development Industrial
PDOS	Planned Development Open Space
PDR	Planned Development Residential
PD-ECSP-RC	Planned Development El Charro Specific Plan Regional Commercial
PD-ECSP-HRC	Planned Development El Charro Specific Plan Highway Regional Commercial
PD-ECSP-OS	Planned Development El Charro Specific Plan Open Space
PD-SLVSP	Planned Development South Livermore Valley Specific Plan

Miscellaneous / Other

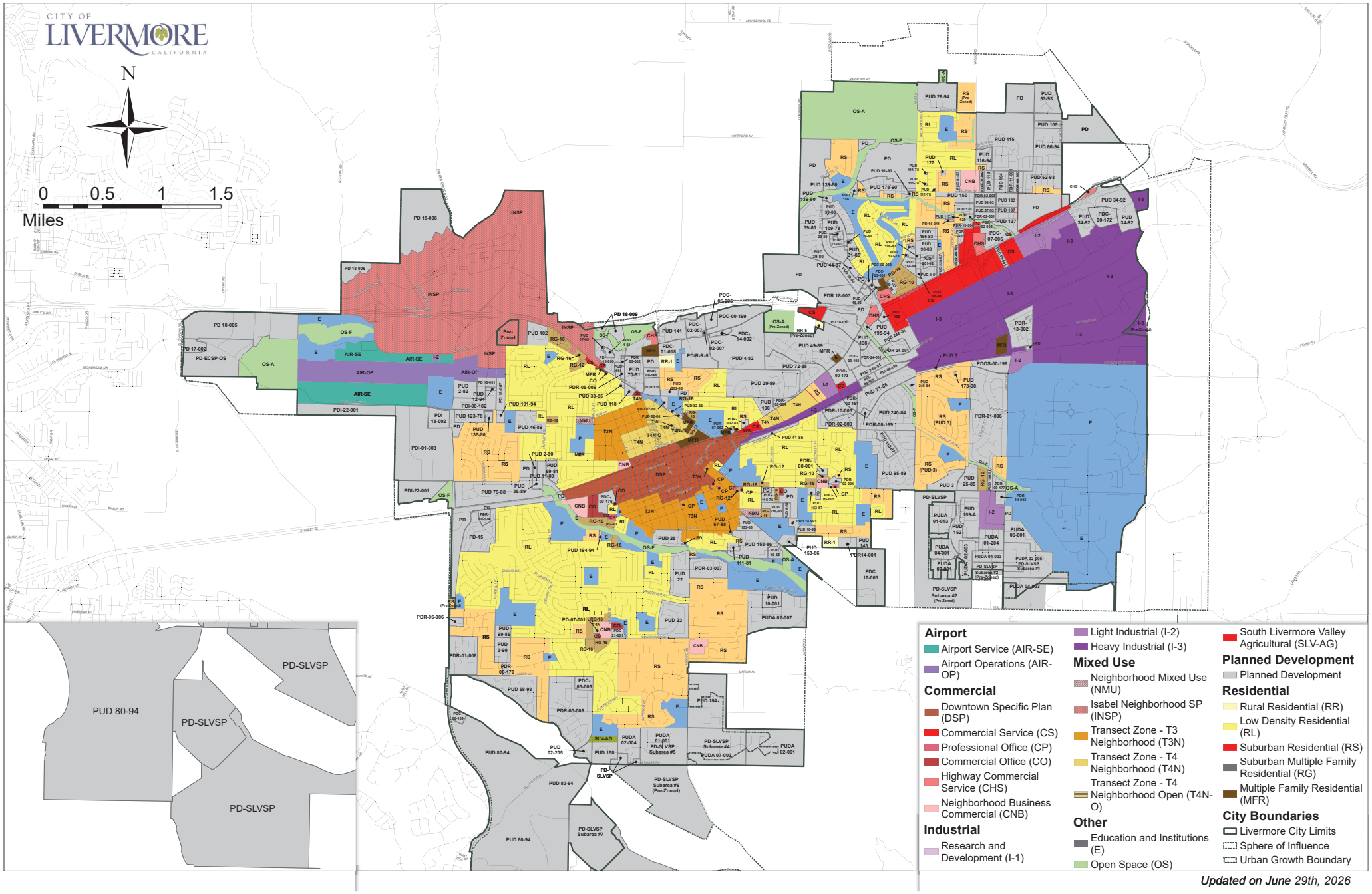
- Transferable Development Credits (TDC) Receiver Site
- Urban Growth Boundary
- City Limits
- I-580 Plan Lines that Reserves Right-of-Way for Future I-580 Expansion

Updated on March 27, 2025

City of Livermore Zoning Map

Proposed

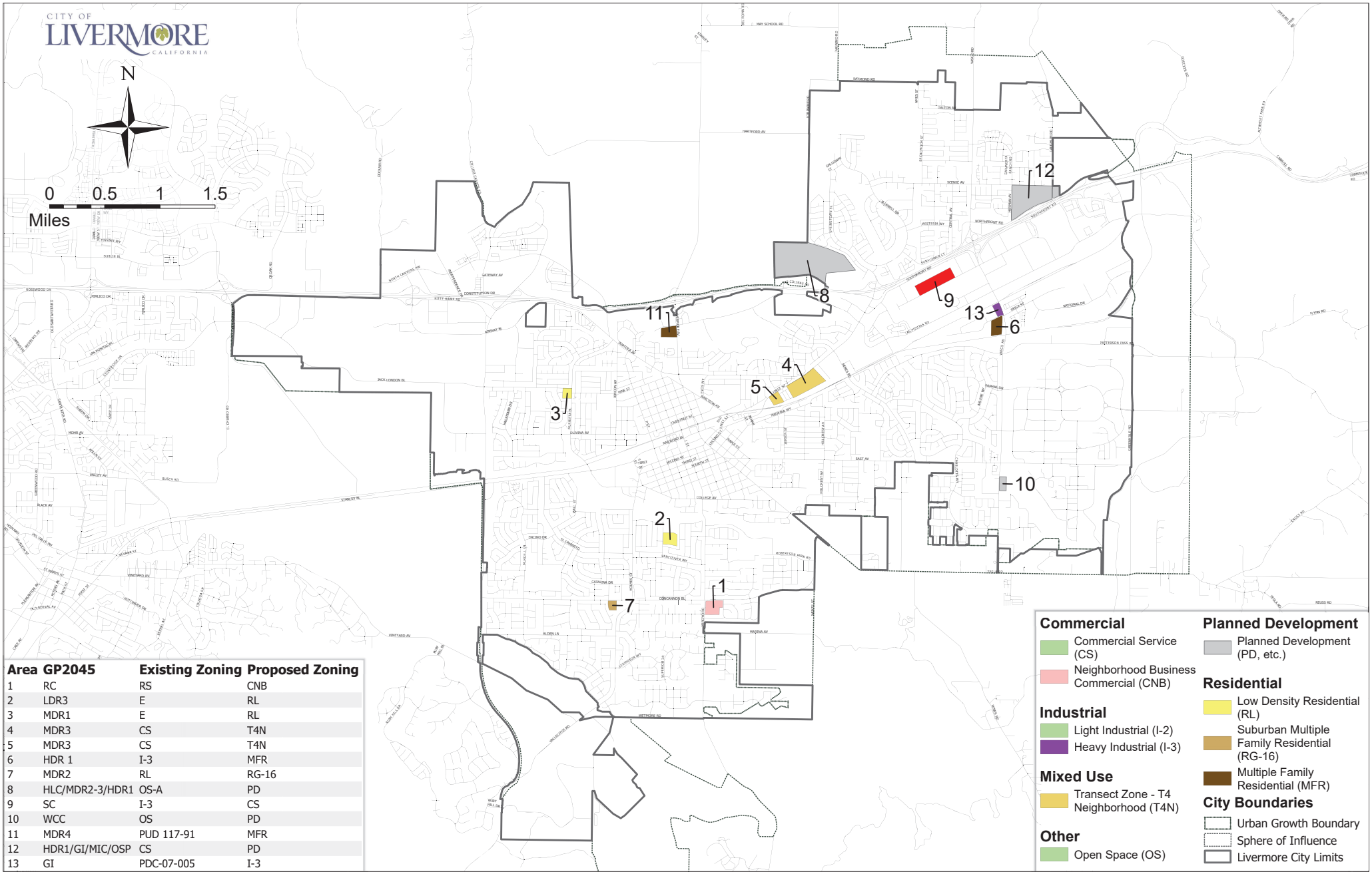
EXHIBIT A



Updated on June 29th, 2026

Proposed Change Areas

EXHIBIT A



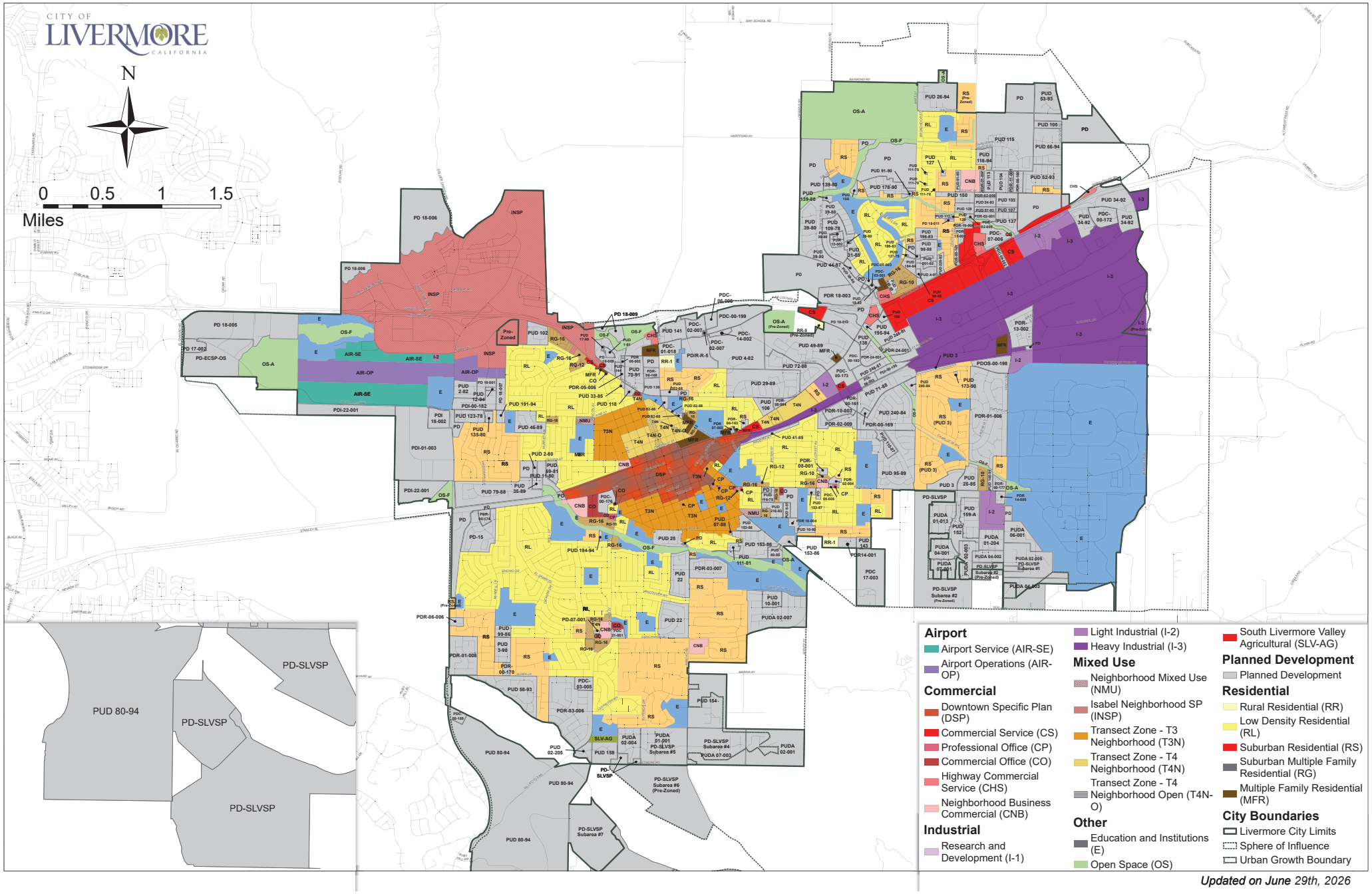
Area	GP2045	Existing Zoning	Proposed Zoning
1	RC	RS	CNB
2	LDR3	E	RL
3	MDR1	E	RL
4	MDR3	CS	T4N
5	MDR3	CS	T4N
6	HDR 1	I-3	MFR
7	MDR2	RL	RG-16
8	HLC/MDR2-3/HDR1	OS-A	PD
9	SC	I-3	CS
10	WCC	OS	PD
11	MDR4	PUD 117-91	MFR
12	HDR1/GI/MIC/OSP	CS	PD
13	GI	PDC-07-005	I-3

Updated on June 22nd

EXHIBIT B

City of Livermore Zoning Map

Proposed



Updated on June 29th, 2026

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.17**

DATE: September 14, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Adoption of an Ordinance approving Development Agreement (DA) 24-004 with Adventus for the Las Colinas Road Property.

RECOMMENDED ACTION

The Planning Commission and staff recommend the City Council adopt an Ordinance approving Development Agreement 24-004 to establish a framework and secure vested rights for a future residential project on approximately 50 developable acres within a 122-acre property at 3658 Las Colinas Road (Assessor Parcel Number 902-8-1). The Development Agreement does not propose or authorize a specific development project or physical development, and future implementation actions would be subject to subsequent approvals.

SUMMARY

The Ordinance for DA 24-004 has been revised to reflect the City Council's direction when it voted to introduce the Ordinance to expand upon the language encouraging future developer engagement with relevant labor organizations and related workforce considerations. Section 5 in Attachment 1 has been revised in part as follows, with strikethroughs reflecting deleted language and underlines reflecting added language:

"The City Council ~~recommends any future developer of the Las Colinas Road Property engage with relevant labor organizations, as appropriate, in connection with the planning, construction, and facilitation of site development.~~ encourages any future developer of the Las Colinas Road Property to engage with relevant labor organizations during project planning and construction to promote construction workforce outcomes that may include, but are not limited to, local hiring, the use of State of California-approved apprenticeship programs, payment of area standard wages, and access to employer-supported healthcare benefits, consistent with the City's economic development policies, which support local hiring, workforce investment, high-wage employment, jobs and housing balance, and economic vitality."

DISCUSSION

ATTACHMENTS

1. Ordinance
2. Exhibit A - PC Resolution 16-26 Development Agreement
3. Exhibit B - Development Agreement 24-004

Prepared by: Shannon Pagan
Senior Planner

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Kristen Hilton
Acting Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH ADVENTUS FOR THE LAS COLINAS ROAD PROPERTY

(Development Agreement 24-004)

California Government Code Section 65864 (implemented by Livermore Development Code Chapter 9.04) allows local jurisdictions and private parties to enter into Development Agreements in order to vest certain development rights and to meet local public purpose objectives.

On December 9, 2024, Adventus, as the Property Owner of a 122-acre parcel located at 3658 Las Colinas Road (Assessor Parcel Number 902-8-1) ("Property"), submitted an application for Development Agreement 24-004 ("Agreement") to establish a framework and secure vested rights for future residential uses on a defined portion of the Property consistent with the General Plan 2045 land use designations ("Project"). The Agreement does not propose or authorize a specific development project or physical development; future development will require subsequent discretionary approvals.

On February 24, 2025, the City Council adopted a resolution authorizing staff to negotiate the Agreement concurrently with the General Plan 2045 update to ensure that the Agreement would function as an implementing mechanism of the General Plan 2045 and to secure benefits for the community.

Following this direction, City staff and Adventus negotiated the Agreement, attached as Exhibit A and incorporated herein by reference. The Agreement does not propose or authorize a specific development project or physical development; rather, it establishes procedures and vested rights for future residential development on approximately 50 developable acres of the 122-acre Property, allowing between 605–900 dwelling units with related park, open space, circulation, and infrastructure improvements. The Agreement includes the Property's legal description, a conceptual site plan, and infrastructure exhibits that illustrate the Property's development potential, but do not authorize physical development or establish final design. The remaining acreage is not authorized for residential use and may be improved or preserved as authorized by this Agreement, the General Plan, and subsequent discretionary approvals, including adoption of a Neighborhood Plan and Planned Development zoning, subject to all applicable review and approval processes.

On July 7, 2026, the Planning Commission held a duly noticed public hearing to consider the Agreement, staff recommendations, all public comments and testimony, and findings, and adopted Planning Commission Resolution No. 16-26, attached hereto as Exhibit A, recommending the City Council approve the Agreement.

On July 27, 2026, the City Council held a duly noticed public hearing to consider the Agreement, Planning Commission and staff recommendations, all public comments and testimony, and findings.

THE CITY COUNCIL OF THE CITY OF LIVERMORE DOES ORDAIN AS FOLLOWS:

Section 1. *Authority*. Pursuant to Government Code Section 65864 et seq., the City Council considers that certain document under City Application No. Development Agreement 24-004 and entitled "Development Agreement for the Las Colinas Road Property" ("Development Agreement"). The Development Agreement is attached hereto as Exhibit B.

Section 2. *Recommendation*. The Planning Commission held a duly noticed public hearing on July 7, 2026, to consider adoption of the Development Agreement and by its Resolution No. 16-26, attached hereto as Exhibit A, recommended that the City Council approve the Development Agreement.

Section 3. *Environmental Review*. The City Council Resolution No. 15-26, finding the Development Agreement for the Las Colinas Road Property to be exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15183 and 15061(b)(3). The Development Agreement is consistent with the General Plan 2045 land use designation applicable to the Property and does not authorize development beyond what was evaluated in the Livermore General Plan 2045 EIR (General Plan EIR) (State Clearinghouse No. 2023030225). The General Plan EIR serves as the applicable environmental document for the Development Agreement under CEQA Guidelines Section 15183. Further, the Development Agreement does not authorize physical development, construction activity, or site disturbance, and it qualifies for the common sense exemption under CEQA Guidelines Section 15061(b)(3).

Section 4. *Consistency*. Development Agreement 24-004 is consistent with the General Plan 2045 and the Livermore Development Code Chapter 9.04.

Section 5. *Approval*. The City Council has considered the findings made by the Planning Commission for adoption of the Development Agreement in Planning Commission Resolution No. 16-26 and hereby adopts the same findings by this reference and incorporates them as part of this resolution and, based on the City Council's own independent review and considerations, hereby approves Development Agreement. The City Council encourages any future developer of the Las Colinas Road Property to engage with relevant labor organizations during project planning and construction to promote construction workforce outcomes that may include, but are not limited to, local hiring, the use of State of California-approved apprenticeship programs, payment of area standard wages, and access to employer-supported healthcare benefits, consistent with the City's economic development policies, which support local hiring, workforce investment, high-wage employment, jobs and housing balance, and economic vitality.

Section 6. *Signing Authority*. The City Manager is hereby authorized to sign the Development Agreement, attached hereto as Exhibit B, on behalf of the City of Livermore.

Section 7. *Publication and Effective Date.* This ordinance or a comprehensive summary thereof shall be published once in a newspaper of general circulation of the

City of Livermore within 15 days after its adoption and shall take effect and be in force thirty days from and after its adoption.

Section 8. *Filing.* Planning Manager is directed to file a Notice of Exemption with the Alameda County Clerk.

Section 9. *Recording.* The City Clerk is directed to record the Development Agreement within 10 days after the effective date of the Development Agreement.

Section 10. *Documents.* The documents that constitute the record of proceedings upon which this decision is based on can be found in the City Clerk's Office, 1052 S. Livermore Avenue, Livermore, California.

Section 11. *Severability.* If any part of this ordinance is declared unconstitutional or invalid by a court, such unconstitutionality or invalidity shall not affect any remaining parts.

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore held on July 27, 2026, by the following vote:

AYES:	Council Members Barrientos, Branning, Dunbar, Vice Mayor Wang, and Mayor Marchand
NOES:	None
ABSENT:	None
ABSTAIN:	None

The ordinance was adopted at the regular meeting of the City Council held on September 14, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mayor, City of Livermore

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Katherine Mirassou
Katherine Mirassou
Assistant City Attorney

Exhibit A – Planning Commission Resolution 16-26
Exhibit B – Development Agreement 24-004

IN THE PLANNING COMMISSION OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE APPROVING DEVELOPMENT AGREEMENT 24-004 FOR THE ADVENTUS LAS COLINAS ROAD PROPERTY

California Government Code Section 65864 (implemented by Livermore Development Code Chapter 9.04) allows local jurisdictions and private parties to enter into Development Agreements in order to vest certain development rights and to meet local public purpose objectives.

On December 9, 2024, Adventus, as the Property Owner of a 122-acre parcel located at 3658 Las Colinas Road (Assessor Parcel Number 902-8-1) ("Property"), submitted an application for Development Agreement 24-004 ("Agreement") to establish a framework and secure vested rights for future residential uses on a defined portion of the Property consistent with the General Plan 2045 land use designations ("Project"). The Agreement does not propose or authorize a specific development project or physical development; future development will require subsequent discretionary approvals.

On February 24, 2025, the City Council adopted a resolution authorizing staff to negotiate the Agreement concurrently with the General Plan 2045 update to ensure that the Agreement would function as an implementing mechanism of the General Plan 2045 and to secure benefits for the community.

Following this direction, City staff and Adventus negotiated the Agreement, attached as Exhibit A and incorporated herein by reference. The Agreement does not propose or authorize a specific development project or physical development; rather, it establishes procedures and vested rights for future residential development on approximately 50 developable acres of the 122-acre Property, allowing between 605–900 dwelling units with related park, open space, circulation, and infrastructure improvements. The Agreement includes the Property's legal description, a conceptual site plan, and infrastructure exhibits that illustrate the Property's development potential, but do not authorize physical development or establish final design. The remaining acreage is not authorized for residential use and may be improved or preserved as authorized by this Agreement, the General Plan, and subsequent discretionary approvals, including adoption of a Neighborhood Plan and Planned Development zoning, subject to all applicable review and approval processes.

On July 7, 2026, as a separate agenda item from this Agreement, the Planning Commission recommended that the City Council certify the General Plan EIR and adopt associated CEQA findings, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program. The Agreement is consistent with the General Plan 2045 land use designation applicable to the Property and does not authorize development beyond what was evaluated in the General Plan EIR. The General Plan EIR serves as the applicable environmental document for the Agreement under CEQA Guidelines Section 15183. The Agreement does not authorize physical development, construction activity, or site disturbance, and it qualifies for the common sense exemption under CEQA Guidelines Section 15061(b)(3).

On July 7, 2026, the Planning Commission held a duly noticed public hearing to consider the Agreement, staff recommendations, all public comments and testimony, and findings.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Livermore that prior to taking action on the Project, and at a properly noticed public hearing, the Planning Commission reviewed written and oral staff reports, conducted a public hearing on the Project and took testimony, and received into the record all pertinent documents related to the Project (collectively, the "Record Evidence"). The Planning Commission's determination is based on the Record Evidence, which is incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED, with respect to Development Agreement 24-004, the Planning Commission finds based upon the information presented that:

1. The Development Agreement ("Agreement") provides benefit to the City.

   Findings: The Agreement will facilitate future development of the subject Property and will provide substantial benefits to the City.

   The Agreement establishes a framework for future residential development on a defined portion of the 122-acre property, consistent with the General Plan 2045 land use designations and policies. While the Agreement does not approve a specific development project, it vests a predictable process for future subsequent approvals and ensures that any future development will be subject to detailed review, public hearings, and project-level environmental analysis.

   The Agreement secures meaningful community benefits by requiring financial contributions to the City's Community Benefit Fund, which supports parks, trails, public facilities, affordable housing initiatives, and human-service programs that enhance quality of life for Livermore residents. In addition, the Agreement establishes obligations for off-site roadway and trail improvements that will strengthen mobility and connectivity in the Springtown neighborhood and advance the City's long-term transportation and safety goals.

   These commitments complement the City's broader objectives for housing affordability, open space preservation, and neighborhood compatibility by supporting future opportunities for affordable housing, enabling publicly accessible park and trail amenities, and preserving natural hillside areas for passive recreation, habitat protection, and trail linkages. The Agreement also facilitates the generation of long-term fiscal benefits through increased property tax revenue.

   Accordingly, the Development Agreement serves the best interests of the City and promotes the public health, safety, and welfare by securing community benefits, establishing clear expectations for future development, and ensuring coordinated infrastructure planning.

2. The Development Agreement is consistent with the purpose, intent, goals, policies, programs, and land use designations of the General Plan, any applicable Specific Plan, and the Development Code.

   Findings: The Development Agreement is consistent with the purpose and intent of the General Plan 2045 and the Livermore Development Code.

   General Plan Consistency: A portion of the Property is designated for residential use in the General Plan 2045. The Agreement is consistent with the Property's General Plan 2045 land use designations, including Hillside Conservation (HLCN) with a Floating Medium Density Residential 2/3, and High Density Residential 1. The Agreement establishes a framework for future residential development within the allowable density range of 8-30 units per acre, while ensuring that areas designated HLCN are preserved or improved consistent with policies for resource protection, slope stability, visual character, and open space conservation. The Agreement supports General Plan goals and policies to support a range of housing opportunities, ensure compatibility with surrounding neighborhoods, preserve natural features, and coordinate infrastructure planning.

   To implement these General Plan policies, the Agreement requires preparation and approval of a Neighborhood Plan and Planned Development zoning prior to any future development, ensuring that detailed land use regulations, development standards, circulation networks, open space systems, and infrastructure phasing are established through subsequent discretionary approvals.

   Housing Element: Although the site is not included in the 2023-2031 Housing Element Sites Inventory, future residential development on the property would provide additional housing capacity that may assist the City in meeting current or future Regional Housing Needs Allocation (RHNA) obligations. The Agreement also requires contributions to the Community Benefit Fund, supporting community infrastructure and amenities, such as capital improvement projects in the Springtown area.

   Neighborhood Planning and Zoning: The Property lies within a Transitional Area identified in the Land Use Element, where the General Plan calls for coordinated, context-sensitive neighborhood planning. Consistent with General Plan policies, the required Neighborhood Plan and Planned Development zoning will provide the localized planning needed to address site-specific considerations such as circulation, natural features, open space, and compatibility with adjacent neighborhoods. These subsequent approvals will undergo public review and project-level CEQA analysis, ensuring that future development is comprehensively planned and consistent with General Plan 2045 policies.

   Development Code Consistency: The Agreement complies with the Livermore Development Code by establishing permitted uses, development parameters, and a process for future discretionary approvals consistent with applicable zoning and General Plan policies.

Accordingly, the Development Agreement is consistent with the General Plan, the Development Code, and the City's long-term planning objectives.

3. The Development Agreement complies with the requirements of Government Code Sections 65864 through 65869.5.

   Findings: Pursuant to the applicable requirements of the California Government Code governing development agreements, the Development Agreement specifies the duration of the agreement, the permitted uses of the property, the development density, terms and timing of funding contributions to the Community Benefit Fund, and outlines obligations for off-site infrastructure improvements, among other terms and applicable requirements for California development agreements. Review, approval, and recordation of the Development Agreement will also be conducted in accordance with the provisions of Government Code sections 65864 through 65869.5 and Livermore Development Code Chapter 9.04.

BE IT FURTHER RESOLVED that the Livermore Planning Commission, based upon its own independent review of the Record Evidence and considerations, and based on the above findings which are necessary to protect the public health, safety, and general welfare, hereby recommends the City Council approve Development Agreement 24-004, attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that the Livermore Planning Commission, based upon its own independent review of the Record Evidence and considerations, and based on the above findings which are necessary to protect the public health, safety, and general welfare, hereby recommends the City Council, via Development Agreement 24-004, authorize an alternative means of complying with the Affordable Housing Ordinance (Development Code Section 11.70.040).

BE IT FURTHER RESOLVED that the Livermore Planning Commission has considered the Record Evidence and recommends the City Council adopt a resolution finding the Agreement to be statutorily exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15183, which exempts projects consistent with a Community Plan, General Plan, or Zoning, and CEQA Guidelines Section 15061(b)(3) as the Agreement does not authorize physical development, construction activity, or site disturbance, and so it qualifies for the common sense exemption, and direct the Planning Manager to file a Notice of Exemption with the Alameda County Clerk.

BE IT FURTHER RESOLVED that the Livermore Planning Commission recommends the City Council direct the City Clerk to record with the Alameda County Recorder a copy of the Agreement within 10 days of the City entering into the Agreement.

BE IT FURTHER RESOLVED that the Livermore Planning Commission recommends the City Council direct the Planning Manager to periodically review the terms of the Agreement at least every 12 months per Development Code Section 9.04.070, and ensure the Applicant or Successor is demonstrating good faith compliance with the terms of the Agreement.

The documents that constitute the record of proceedings upon which this decision is based can be found in the Community Development Department 1052 S. Livermore Avenue, in Livermore, California.

On the motion by Commissioner Horner, seconded by Vice Chairperson Steele, the foregoing Resolution was passed and adopted at the Planning Commission meeting of July 7, 2026, by the following vote:

AYES: ANDERSON, FINTSCHENKO, HORNER, KRONZAK, STEELE.
NOES: NONE.
ABSENT: NONE.

Tracy Kronzak, Chairperson

Stephen Riley

by Stephen Riley, Planning Manager
Secretary to the Planning Commission

Exhibit A – Development Agreement 24-004

EXHIBIT B

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

DEVELOPMENT AGREEMENT (DA24-004) FOR THE LAS COLINAS ROAD PROPERTY

This Development Agreement ("Agreement") is entered into on _____, 2026, between the City of Livermore, a municipal corporation ("City") and Adventus, a California non-profit benefit corporation ("Property Owner"), regarding the Las Colinas Road Project ("Project"). At times in this Agreement, the City and Property Owner are referred to individually as the "Party" and collectively as the "Parties."

RECITALS

This Development Agreement is based on the following facts:

A. The City is authorized by California Government Code section 65864 et seq. ("Development Agreement Statutes") and Livermore Development Code ("LDC") Chapter 9.04 to execute development agreements to vest certain rights for the Property Owner, and to meet certain public purposes of the local government, as set forth in those laws.

B. At the time of the execution of this Agreement, the Property Owner is the owner of approximately 122 acres of real property located at 3658 Las Colinas Road (Assessor Parcel Number 902-8-1) in the City of Livermore, County of Alameda, described more specifically in Exhibit A, attached hereto, and Recital D of this Agreement (referred to herein as "Property").

C. The Property Owner represents and warrants the following to the City, and City has relied upon such representations for this Agreement, as of the Effective Date as defined in Section 3 of this Agreement:

(1) Organization. The Property Owner is a California non-profit public benefit corporation duly organized, validly existing and in good standing under the laws of the State of California, with full power and authority to conduct its business as presently conducted and to execute, deliver, and perform its obligations under this Agreement.

(2) Authorization. The Property Owner has taken all necessary actions to authorize its execution, delivery and, subject to any conditions set forth in this Agreement, performance

of the Agreement. Upon the Effective Date of this Agreement, this Agreement shall constitute a legal, valid, and binding obligation of the Property Owner, enforceable against the Property Owner in accordance with its terms.

(3) No Conflict. The execution, delivery and performance of this Agreement by the Property Owner does not and will not conflict with, or constitute a violation or breach of, or constitute a default under (i) the charter or incorporation documents of Property Owner, (ii) any applicable law, rule or regulation binding upon or applicable to the Property Owner, or (iii) any material agreements to which the Property Owner is a party.

D. The Property consists of one parcel of land commonly known as 3658 Las Colinas Road, identified as Assessor Parcel Number 902-8-1, and owned by Adventus. The Property encompasses approximately 122 acres located along the northern side of Interstate 580 and Las Colinas Road within the City of Livermore as further described in Exhibit A. The Property is undeveloped and characterized by a range of natural features, including rolling hillside topography, grassland open space, and the confluence of two natural creek corridors (i.e., Arroyo Seco and Arroyo Las Positas) that traverse portions of the site. The Property is situated in proximity to the Springtown neighborhood and lies adjacent to or near existing single-family and multifamily residential communities, as well as other established urban uses. The Property's General Plan land use designation is Hillside Conservation (HLCN) with a floating Medium Density Residential 2/Medium Density Residential 3 (MDR-2/MDR-3) designation and High Density Residential 1 (HDR-1) designation. The floating MDR-2/MDR-3 designation allows for a minimum density of 8 dwelling units per acre and a maximum density of 18 dwelling units per acre across the developable acreage to the north of the Arroyo Las Positas. The HDR-1 designation allows for a minimum density of 23 dwelling units per acre and a maximum density of 30 dwelling units per acre across the developable acreage south of the Arroyo Las Positas.

E. This Agreement authorizes the Property Owner to develop residential uses on a defined portion of the Property, consisting of approximately 50 developable acres within the overall 122-acre site (the "Project"), as conceptually illustrated in Exhibit B: Conceptual Site Plan, attached hereto and incorporated into this Agreement by this reference. Within this development area, the Project may include between 605 and 900 dwelling units, with residential densities ranging from 8 to 30 dwelling units per acre, together with associated improvements including common open space, a park, stormwater treatment facilities, private internal roadways, pedestrian and bicycle trails, and related on- and off-site infrastructure improvements. The remaining portions of the 122-acre Property outside the development areas shown in Exhibit B are not authorized for residential development under this Agreement and shall be planned, preserved, or improved consistent with the terms of this Agreement, applicable General Plan policies, and subsequent discretionary project approvals.

The specific configuration of residential neighborhoods, unit counts, density distribution, open space areas, circulation systems, and infrastructure improvements shall be established through Subsequent Approvals, as described in Section G. Because these details are not yet defined, more detailed project-specific environmental review will be conducted at the time the Subsequent Approvals are considered, consistent with CEQA Guidelines §§15146 and 15168.The Project shall be designed and implemented in a manner consistent with all applicable General Plan

land use designations and policies, as further refined through this Agreement and the Subsequent Approvals.

F. The Property Owner has applied to the City of Livermore for a Development Agreement (DA24-004) as required under the Livermore Development Code to be vested in accordance with the Agreement subject to their conditions of approval.

G. The Property Owner acknowledges development of the site subject to the terms of this Agreement will require Subsequent Approvals by the City of Livermore ("Subsequent Approvals"), which shall include, subject to the Property Owners rights under Section 5(g), but may not be limited to:

1. Neighborhood Plan and Planned Development Zoning;
2. Subdivision of land through a Tentative Tract Map;
3. Site Plan Design Review to demonstrate compliance with applicable development and design standards; and
4. Environmental documentation as required by the California Environmental Quality Act.

H. This Agreement will promote and encourage the development of the Project by providing the Property Owner and its creditors with a greater degree of certainty of the Property Owner's ability to expeditiously and economically complete the development effort for the Project, and the parties agree that the consideration to be received by the City pursuant to this Agreement and the rights secured to the Property Owner hereunder constitute sufficient consideration to support the covenants and agreements of the City and the Property Owner. By entering into this Agreement, the City desires to allow the Property Owner to design, apply for, and if approved under Subsequent Approvals, to develop the Project pursuant to this Agreement, the land use ordinances, rules, regulations and policies applicable on the " Effective Date," as defined in Section 3 below, and to vest in Property Owner, to the fullest extent possible under the law, all possible development entitlements in order to complete the Project.

I. The Project and the terms and conditions in this Agreement have been extensively reviewed and considered by the City and its officers, agencies and departments. The proposed use has been found to accommodate the City's recommendations and suggestions in order to protect the public's interest and to enhance the desirability, from the public's perspective, of the Project.

J. The City Council has also found that the Project and this Agreement are in the public interest and will provide substantial public benefits and help attain certain public objectives without limitation: (i) providing affordable housing to families and individuals; (ii) providing a publicly accessible park and trail improvements for public recreation and discourse; (iii) preserving natural hillside areas and dedicating open space for passive recreation, habitat protection, and trail connectivity; (iv) enhancing roadway connectivity to the Springtown neighborhood; (v) providing the City with additional revenue in the form of increased real property taxes; (vi) providing the City with Community Benefit Funding to support community improvements that enhance the quality of life; and (vii) providing land uses compatible with the physical nature of the Property and the surrounding area.

K. As required by Government Code section 65867.5(b) the City Council has also found the provisions of this Agreement are consistent with the City's General Plan, the Livermore Municipal Code, and the Livermore Development Code.

L. The City conducted duly noticed public hearings on this Agreement pursuant to Government Code section 65867 and Livermore Development Code sections 9.04.040 and 9.04.050 and found that the provisions of this Agreement and its purposes are consistent with the objectives, policies, general land uses and programs specified in the City's General Plan, the Livermore Municipal Code, and Livermore Development Code.

M. The Project is within the scope of the City of Livermore General Plan 2045 and the certified Livermore General Plan 2045 Environmental Impact Report ("EIR") (State Clearinghouse No. 2023030225). The EIR evaluated the Property's General Plan land use designations, including Hillside Conservation (HLCN) with a floating Medium Density Residential 2/Medium Density Residential 3 (MDR-2/MDR-3) and High Density Residential 1 (HDR-1) designation. The City finds this Agreement does not alter the scope of physical development evaluated in the EIR. The Project will undergo further refinement through the Neighborhood Plan, Planned Development Zoning, Tentative Map, and other Subsequent Approvals. This Agreement provides the Property Owner with vested rights and establishes processes and obligations without authorizing additional physical development beyond what the EIR evaluated.

N. This Agreement was adopted by ordinance of the City Council on _____, 2026, and approved upon, a second reading on _____, 2026, after notice and public hearings before the Planning Commission and City Council.

NOW, THEREFORE, the City and Property Owner hereby agree the aforementioned recitals are true and correct and are incorporated by reference as fully set forth below, and further agree as follows:

1. The Property. The Property, which is the subject of this Agreement, is described in Recitals B and D above.

2. The Project. The Project is described in Recital E above and conceptually illustrated in Exhibit B: Conceptual Site Plan.

3. Effective Date. The effective date of this Agreement is the later of (a) thirty (30) days after the date the Ordinance approving this Agreement is adopted by the City Council, or (b) if a referendum petition is timely and duly circulated and filed, the date the election results on the ballot measure by City voters approving this Agreement are certified by the City Council in the manner provided by the Elections Code. This Agreement shall be executed by the City within ten (10) days after the effective date and recorded as provided in Government Code Section 65868.5

4. Term. The duration of this Agreement is fifteen (15) years, commencing on the Effective Date, and terminating on its anniversary date fifteen (15) years later ("Term"). The term may be amended or extended consistent with the Development Agreement Statutes and the Livermore Development Code by the written consent of the Parties.

a) Tolling of Term. The Term of this Agreement shall be extended by, and the performance by any Parties of their obligations hereunder (other than for payment of money) shall be excused during, any period of "Force Majeure" as hereinafter defined. "Force Majeure" means a delay caused by any war, insurrection, acts of God, acts of public enemy, labor disputes or strikes, labor or material shortages or embargoes, pandemic, fire, unusual delay in transportation, earthquakes, floods, tornadoes or extreme wind or other adverse weather conditions not reasonably foreseeable by Property Owner, third party litigation or referenda challenging the validity of this Agreement, restrictions imposed by other government agencies that reasonably prevent the Project from going forward, or other similar basis for excused performance not within the reasonable control of the Party, excluding financial inability to perform.

An extension of time for Force Majeure shall only be for the period of the delay, which period shall commence to run from the time of the notification of the delay by the Party requesting the extension to the other Party. The Party requesting an extension of time under this Section shall give notice promptly following knowledge of the delay to the other Party. If, however, notice by the Party claiming such extension is sent to the other Party more than thirty (30) days after knowledge of the commencement of the delay, the period shall commence to run upon the earlier of (i) thirty (30) days prior to the giving of such notice or (ii) the date that the other Party received knowledge of the events giving rise to the delay.

If a lawsuit is timely filed challenging the validity or legality of this Agreement or its adopting Ordinance, Property Owner and City shall cooperate in good faith to respond to such lawsuit and, upon mutual agreement of the Parties, modify or terminate this Agreement.

5. Property Owner Obligations. The Project includes the development of 605-900 residential units, as described in Section 2 and illustrated in Exhibit B, Conceptual Site Plan. The Property Owner shall fulfill the following obligations:

a) **Subsequent Approvals.** Submit for the Subsequent Approvals identified in Section G.
b) **Affordable Housing Strategies.** Comply with the Livermore Development Code Section 11.70 Inclusionary Housing Ordinance through execution of a separate Affordable Housing Agreement that shall include one or a combination of approaches as described below, the exact method of compliance being subject to written approval by both parties:

i. *On-site Delivery.* Provide the required 15% affordable housing requirement under Livermore Development Code Section 11.70.030.

ii. *Affordable Housing In-Lieu Fee.* Payment of the affordable housing in-lieu fee for a portion of onsite for-sale affordable units upon consent of the City. The in-lieu fees paid shall be calculated in accordance with the Livermore Municipal Code Section 3.26.050. In-lieu fees shall not be available for for-rent affordable units, which units must be provided onsite.

iii. *Land Dedication for Development of Affordable Units.* Upon consent of the City, the Property Owner may dedicate land to the City or an affordable housing

developer selected by the City for the development of affordable housing, which may be in the form of for-rent multifamily affordable units. The fair market value of any land to be dedicated to the City for development of affordable housing shall be determined at its highest and best use, and the resulting appraised land value shall offset the affordable housing obligation and reduce the onsite affordable housing requirement or the requirements under any of the other affordable housing approaches accordingly. If the appraised land value is less than the applicable affordable housing fee calculated under the Municipal Code for projects of 11 units or more, the Property Owner shall pay the remaining balance of the obligation in the form of an affordable housing in-lieu fee. Under no circumstances shall the Property Owner be required to dedicate land with a total fair market value greater than the affordable housing fee obligation as calculated for projects greater than 11 units under the Municipal Code. Any dedication of land for the development of affordable housing in lieu of providing onsite affordable units shall meet the requirements of Livermore Development Code Section 11.70.040.B.2.

iv. Any additional approach agreed to by the Parties that complies with the requirements of this Section and otherwise meets the criteria for an alternative affordable plan in accordance with Livermore Development Code Section 11.70.040(B)(3).

c) **Infrastructure Improvements.** Implement infrastructure improvements required to support the Project, as outlined below:

i. *Roadway Improvements:* The Property Owner shall design and construct the roadway connection between Redwood Road and Las Colinas Road and the existing overpass, along with all associated access improvements necessary to access both the Project and the surrounding community. The scope, phasing, and timing of these improvements shall be established through subsequent discretionary approvals. Roadway improvements required to provide adequate access to the Project, including any extensions or connections to Las Colinas Road, shall be fully funded by the Property Owner. The Project shall be eligible for any applicable Traffic Impact Fee (TIF) reimbursements, per Section 12.30.080 of the Livermore Municipal Code, for those improvements that provide a systemwide transportation benefit and serve the broader community beyond the Project's direct access needs, as determined by the City Engineer consistent with the Livermore Municipal Code and Livermore Development Code.

ii. *Trail Improvements:* The Property Owner shall design and construct trail improvements comprising the Northern Las Colinas Trail Extension and Southern Las Colinas Trail Extension consistent with the City's Active Transportation Plan (ATP), as defined below and illustrated in Exhibit C attached hereto. If, at the time of Project development, the City has already acquired trail easements within the Project site for the Las Colinas Trail Extension through any Easement Agreements, as defined below, with Property Owner and constructed trail improvements consistent with the ATP, Property Owner may relocate certain segments as needed, subject to City approval and the terms of the Easement Agreements, and consistent with the Neighborhood Plan and

Planned Development Zoning and all other applicable City rules and regulations. Property Owner shall be responsible for any and all costs associated with relocation. If there is a conflict between any of the foregoing, the terms of the Easement Agreements shall prevail.

iii. *Offsite Improvements:* The Property Owner shall design and construct the off-site improvements deemed necessary to accommodate and facilitate the future development of the Project as identified in the conditions of approval for Subsequent Approvals, including but not limited to traffic signals, roadway striping, and bicycle lanes.

iv. *Public Utility Easements*: The Property Owner shall dedicate, grant, reserve, and make available all public utility easements required to serve the Project upon recordation of the final map for the applicable project phase. The specific terms of these easements shall be negotiated by separate agreements, and the Parties agree to cooperate in good faith to complete such agreements. The following provisions apply to sewer, trail, and other public utility easements required on the Property except to the extent the Property Owner and City have executed Easement Agreements, as defined below, whereupon the terms of those Easement Agreements shall govern:

i. Types of Easements. Required public utility easements may include, but are not limited to:
   1. Sewer Easements for collection, conveyance, and maintenance access.
   2. Trail Easements for public multi-use paths, access, and associated improvements.
   3. Other Utility Easements such as water, recycled water, storm drainage, electric, gas, telecommunications, or other public infrastructure identified through Subsequent Approvals.

ii. City-Constructed Improvements Prior to Project Development. If the City constructs sewer, trail, or other public utility improvements within easements on the Property prior to development of the site, the Property Owner may request relocation of such improvements. Any relocation shall be at the sole cost and expense of the Property Owner, comply with all applicable City standards and specifications; and be subject to review and approval by the City Engineer. Notwithstanding anything else in this Agreement, to the extent the City and Property Owner have negotiated or negotiate any easements or easement-related agreements that concern the foregoing improvements ("Easement Agreements"), such Easement Agreements shall govern.

iii. Fee Credits. Relocation of City-constructed sewer, trail, or other public utility improvements, or the establishment of replacement easements, shall not be eligible for impact fee credits, reimbursements, or offsets of any kind.

d) **Community Benefit Fund Contribution.** The Property Owner shall make a minimum funding contribution of six million dollars ($6,000,000) to the City of Livermore, which the City shall commit to the Community Benefit Fund. This obligation shall not be reduced based on the number of units ultimately constructed.

Beginning on the fifth (5th) anniversary of the Effective Date of this Agreement, any unpaid portion of the Community Benefit Fund contribution shall be adjusted annually based on the annual change in Consumer Price Index for All Urban Consumers (CPI-U) for the San Francisco–Oakland–Hayward Metropolitan Area. Amounts due before the fifth anniversary of the Effective Date shall remain at their stated base amounts.

Payments shall be made in accordance with the following schedule and milestones, with CPI-U adjustments applied only if the payment becomes due on or after the fifth anniversary of the Effective Date:

i. Two million dollars ($2,000,000), prior to recordation of the first Final Map of the project that includes market-rate lots (regardless of the number of dwelling units within that phase).
ii. Two million dollars ($2,000,000), prior to issuance of the Building Permit for the 200th market-rate dwelling unit.
iii. Two million dollars ($2,000,000), prior to issuance of the Building Permit for the 375th market-rate dwelling unit.

e) **Park Land Dedication Options.** Provide parkland and related public benefit areas within the Project through the dedication and conveyance of specified lands to the City as conceptually illustrated in Exhibit C. After such dedication, the City may, at its sole discretion, convey some or all of the dedicated lands to the Livermore Area Recreation and Park District (LARPD) for long-term ownership, operation, or maintenance. These dedications shall support permanent open space preservation, stormwater management, recreational amenities, and other community benefits consistent with the General Plan and Subsequent Approvals.

i. Park land: The Property Owner shall design and construct a public park as part of the Project as conceptually illustrated in Exhibit C. The park must contain standard recreation amenities and be safe and usable by the public. The final design, configuration, and intended improvements for this area shall be consistent with applicable City standards and Subsequent Approvals. At the time of recordation of the Final Tract Map for the first phase of the Project, the Property Owner may dedicate this area to the City.

f) **Transferable Development Credits.** The Project shall comply with all applicable Transferable Development Credit (TDC) requirements consistent with the General Plan and Livermore Development Code Section 4.02.060 and Municipal Code section 3.27.040.

g) **Vested Development Rights.**

i. Subject to this Agreement and during the life of this Agreement, the Property Owner has the right to develop and use the Property in accordance with:

(1) The Livermore General Plan, Livermore Municipal Code, and the Livermore Development Code in effect on the Effective Date.

(2) All other City policies, ordinances, resolutions, rules, regulations and standards applicable to development or use of the Property on the Effective Date, except that Property Owner shall:

(a) Pay the processing and development impact fees in effect at the time those fees are paid.

(b) Comply with Building Code requirements in effect on a city-wide basis at the time each respective building permit is pulled.

(c) Comply with City construction and technical design standards, details, and specifications for public improvements which are applicable at the time of Final Map approval.

(d) Comply with changes in City laws, regulations, plans or policies applicable city-wide, the terms of which are found by the City Council, based on substantial evidence, to be necessary to protect members of the public from a condition dangerous to their health or safety.

(e) Comply with a change in City law, regulations, plans or policies only if such change is one or more of the following:

(i) Specifically mandated by state or federal law, or by any regional governmental agency that has legal authority over the City under state law or a joint powers agreement; or

(ii) A result of or in response to state or federal law, or regional agency action, made necessary in order for the City to avoid losing or not receiving substantial funding or other substantial public benefits or facilities that would be available to the City only if it makes such a change; or

(iii) Specifically mandated by, or necessary for compliance with or implementation of, the terms of any permit, entitlement or other authorization necessary for the development of the Property issued or granted to the City, County and/or Property Owner by any federal, state or regional agency. (f) Following any subsequent environmental review, comply with required mitigation measures.

(3) All subsequent Project approvals which are consistent with this Agreement.

ii. Property Owner acknowledges pursuant to and consistent with Government Code section 65866, this Agreement does not prevent the City in subsequent actions applicable to the Property, from applying new rules, regulations, and policies which do not conflict with the rules, regulations, and policies applicable to the Property as set forth herein, nor shall this Agreement prevent the City from denying or conditionally approving a subsequent development project application on the basis of these existing or new rules, regulations, and policies.

iii. Property Owner further acknowledges that execution of this Agreement by the City does not constitute approval of any required permits, applications, or allocations,

and in no way limits the discretion of the City in the permit, allocation, and approval process in accordance with the limitations set forth herein.

6. City Obligations. The City shall fulfill the following obligations:

a) **Subsequent Approvals and Phasing**. The Neighborhood Plan, Planned Development Zoning, and all related Subsequent Approvals shall be processed in accordance with the City's standard entitlement procedures. Following a determination of completeness, the City shall process the Neighborhood Plan and Planned Development Zoning application within one hundred eighty (180) days, consistent with applicable state law and the City's established review timelines. Project phasing shall be proposed by the Project through a Phasing Plan submitted as part of the entitlement process and refined, as needed, through the City's Engineering Considerations and conditions of approval. Phasing shall follow the City's typical approach, including requirements for backbone infrastructure, utilities, circulation improvements, stormwater facilities, and other public improvements necessary to support each phase. No additional or special phasing obligations are created by this Agreement beyond those normally applied through the City's entitlement and engineering review processes.

b) **Infrastructure Financing Options.** Cooperate with the Property Owner in the formation and administration of an EIFD or CFD, as follows:

i. *Enhanced Infrastructure Financing District.* The City shall cooperate with the Property Owner in the evaluation of a potential Enhanced Infrastructure Financing District ("EIFD") pursuant to Government Code section 53398.50 et seq. to finance eligible costs associated with the Project. The City may use reasonable efforts to adopt an infrastructure financing plan and allocate available tax increment revenues generated within the Project area to fund Project eligible costs, subject to the requirements of applicable law.

ii. *Community Facilities District.* The City shall cooperate with the Property Owner in the evaluation of a potential Mello-Roos Community Facilities District ("CFD") pursuant to Government Code section 53311 et seq. to finance eligible public improvements and services within or benefiting the Project. The Property Owner may initiate proceedings for the formation of one or more CFDs, and the City shall process such requests in a timely manner consistent with applicable law. The rate and method of apportionment of special taxes shall be established through mutual agreement of the Parties.

Nothing herein shall obligate the City to approve the formation of an EIFD or CFD.

c) **Impact Fee Credits.**

i. *Park Facilities Fee Credits.* In accordance with Livermore Municipal Code Section 12.60.070, the Property Owner shall be eligible for a credit against the park facilities fee otherwise applicable to the Project only for those portions of parkland, open space, trail improvements, or related infrastructure that the City determines provide a benefit to the broader community and not solely to the Project. Eligible

improvements may include portions of the trail system, parkland dedications, or other open space dedications required under Section 5(e) of this Agreement, but only to the extent the City determines such improvements function as community-serving facilities. The value of any eligible improvements or dedications shall be calculated pursuant to Livermore Municipal Code Section 12.60.070.C.

ii. *Traffic Impact Fee Credits.* In accordance with Livermore Municipal Code Section 12.30.080, the Property Owner shall be eligible for a credit against the traffic impact fee otherwise applicable to the Project only for roadway or traffic-related improvements that the City determines provide a benefit beyond the Project and serve the broader transportation network. Eligible improvements may include portions of the future residential roadway improvements required under Section 5(c)(i) of this Agreement, but only to the extent the City determines such improvements provide community-wide or system-wide benefit. The value of eligible improvements shall be calculated pursuant to Livermore Municipal Code Section 12.30.080.B.

iii. *Carry-Forward Credits.* Any credit authorized under this Section for a particular phase or subdivision shall carry forward and may be applied to subsequent phases or subdivisions within the Project.

7. Annual Review. Review of the Agreement shall be made annually, consistent with Government Code section 65865.1 and Livermore Development Code Chapter 9.04. If, as a result of an annual review, the City finds and determines, based on substantial evidence, the Property Owner or successor in interest thereto has not complied in good faith with the terms or conditions of this Agreement, then the City may amend or terminate this Agreement.

a) No later than sixty (60) days before the yearly anniversary of the Effective Date, Property Owner shall submit to the Community Development Director (Director), in a form which the Director may reasonably establish, information demonstrating Property Owner's compliance with this Agreement. The failure of the Property Owner to timely submit this document shall be a curable breach.

b) In the event the Director makes a finding and determination of non-compliance, Property Owner shall be entitled to appeal that determination to the Planning Commission in the manner prescribed by Livermore Development Code Section 9.15.

8. Amendments. This Agreement may be amended by the Parties consistent with the procedures set forth in Chapter 9.04 of the Livermore Development Code, including any amendments to it.

9. Remedies for Default. If a Party is in default under this Agreement, it may pursue one or more of the following courses of action, after thirty- (30-) days' written notice to the other Party: (a) waive the default; (b) in the City's case, pursue administrative remedies including denial or otherwise withholding issuance of building permits, certificates of occupancy or other approvals; (c) pursue judicial remedies; or (d) terminate this Agreement.

10. No Damages Relief Against City. The parties acknowledge that each Party would not have entered into this Agreement had it been exposed to damage claims from the Other Party for any breach thereof. As such, the parties agree that in no event shall Property Owner be entitled to recover damages against City for breach of this Agreement. To the extent permitted by law, specific enforcement of this Agreement is the proper and desirable remedy.

11. Recordation; Binding Effect; Assignment.

a) This Agreement shall be recorded in the office of the County Recorder and shall be binding upon and inure to the benefit of successors in interest to the Parties. Where there is more than one Property Owner, the obligations are joint and several.

b) Right to Assign. The Property Owner may assign or transfer all or any portion of the Property (provided no such partial transfer shall violate the Subdivision Map Act, Government Code, Sections 66410, et seq., as the same may be amended from time time) to any person or entity at any time during the Term of this Agreement, together with the rights granted to and obligations imposed upon the Property pursuant to this Agreement and as set forth in subsection c of this section, that acquires a legal or equitable interest in all or any portion of the Property, without the prior consent of City, provided (i) such assignee assumes in writing all of the Property Owner's obligations under this Agreement with respect to the portion of the Property transferred, and (ii) the Property Owner, prior to closing on any such transfer, provides the City with written notice of the intention to assign or transfer any of its interests, rights or obligations under this Agreement and a complete disclosure of the identity of the assignee or transferee, including copies of the Articles of Incorporation in the case of corporations and the names of partners in the case of partnerships. Any successor to Property Owner that owns or otherwise holds a controlling property interest and is assigned rights, obligations and requirements under this Agreement for only a portion of the Property that is less than the entire Property shall only have the rights, obligations and requirements of this Agreement that are applicable to the portions of the Property owned or otherwise controlled by that successor to Property Owner. Subject to the notice requirements herein, where the Property Owner sells or otherwise transfers title to any portion of the Property that includes constructed Infrastructure Improvements as described in Section 5(c), that subsequent owner and Property Owner shall be jointly and severally liable for any obligations under this Agreement as to that portion of the Property, unless Property Owner is released by City, which release shall not be unreasonably withheld, so long as the subsequent owner provides City with security equivalent to any security provided by Property Owner to secure performance of its obligations hereunder, if any.

c) Release Upon Transfer.

i. *As to Property Owner upon Transfer.* Upon the transfer or assignment (collectively "Transfer") of Property Owner's title to any portion of the Property with constructed Infrastructure Improvements, Property Owner and subsequent owner of the portion of the Property transferred are jointly and severally liable for the Property Owner's obligations under this Agreement as to that portion of the

Property transferred unless Property Owner is released by City as provided in this subsection, which release shall not be unreasonably withheld, and which release must be conditioned on the subsequent owner providing the City with security equivalent to any security previously provided by Property Owner to secure performance of the obligations hereunder for the portion of the Property transferred. Property Owner shall be released by City from its obligations under this Agreement with respect to the portion of the Property transferred provided: (i) Property Owner (or transferee) is not in default of this Agreement at the time of the transfer; (ii) Property Owner has provided prior written notice of the transfer to the City; and (iii) the intended transferee executes and delivers to the City a written assumption agreement in a form acceptable to the City in which the name and address of the transferee is set forth and the transferee assumes all obligations of the Property Owner under this Agreement as to the portion of the Property to be transferred. Failure to deliver a written assumption agreement to the City prior to transfer of the portion of the Property to the subsequent owner shall not negate, modify, or otherwise affect the liability of any transferee or the Property Owner pursuant to the terms and conditions of this Agreement.

ii. *As to Property Transferred.* Upon a transfer, as defined in subsection (i) above, of title to any portion of the Property, the subsequent owner of the portion of the Property transferred may request release of that portion of the Property from the obligations under this Agreement, which release shall not be unreasonably withheld, provided that (i) Property Owner is not in default of this Agreement at the time of the transfer; (ii) Property Owner has provided prior written notice of the transfer to the City; and (iii) the intended transferee executes and delivers to the City a written assumption agreement in a form acceptable to the City in which the name and address of the transferee is set forth, and the transferee expressly assumes all obligations of the Property Owner under this Agreement as to the portion of the Property to be transferred. Failure to deliver a written assumption to the City prior to the transfer of the portion of the Property to the subsequent owner shall not negate, modify, or otherwise affect the liability of any transferee or the Property Owner pursuant to the terms and conditions of this Agreement.

d) The provisions of this Agreement shall constitute covenants which shall run with the land comprising the Property for the benefit thereof and as a burden thereon, and the burdens and benefits hereof shall bind and inure to the benefit of all assignees, transferees, and successors to the Parties hereto.

12. Legal Action; Attorney's Fees. If the City chooses to defend any third party claim or suit challenging any action taken by the City with regard to any procedure or aspect of the City's approval of the development of the Project, including the environmental review process, the Property Owner agrees to reimburse the City for attorney's fees, expert witness fees, and related costs as the City may incur in connection with its retention of outside counsel, and for any award of court costs or fees against the City. The City shall have the right to choose and retain such legal counsel as the City deems appropriate; provided, however, City shall select counsel whose hourly rates are reasonable and competitive for attorneys of similar experience in the San Francisco Bay Area. After such expenses reach One Hundred Thousand Dollars ($100,000), and each One

Hundred Thousand Dollars ($100,000) thereafter, the Parties will confer to review the status of the litigation and their options for proceeding or settling, and they will negotiate in good faith about how the expenses will be allocated. The Property Owner shall have no obligation to reimburse the City for costs incurred after the date on which it gives the City written notice of its decision to settle a case, even if the City does not agree to the settlement.

If legal action is brought by one of the Parties to enforce a provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees, expert witness fees, and court costs.

13. Notices. The address of each Party for the purpose of all notices permitted or required by this Agreement follows:

To City:	City of Livermore 1052 South Livermore Avenue Livermore, CA 94550 Attention: Community Development Director
With a copy to:	City Attorney City of Livermore 1052 South Livermore Avenue Livermore, CA 94550
To Property Owner:	Adventus 2121 Harrison Street, Suite 100 Oakland, CA 94612 Attention: Chief Financial Officer

The written address of either Party set forth above may be changed by written notice given not less than five (5) days prior to the date such change is to be in effect. All notices under this Agreement shall be in writing, shall be properly addressed and shall be sent by personal delivery, United States mail (registered, certified, or Express Mail, return receipt requested and postage prepaid), or by overnight courier delivery service. All such notices shall be considered delivered: (i) if personally delivered, on the date of delivery; (ii) if sent by United States mail in the manner prescribed above, on the date shown on the return receipt for acceptance or rejection; or (iii) if sent by overnight courier delivery service, on the date of delivery or attempted delivery as shown by the written delivery record of such service.

14. Mortgagee Protections.

a) The Property Owner shall have the same right to encumber all or any portion of the Property Owner's right, title and interest in, to and under this Agreement and the Property that Property Owner would have absent this Agreement, pursuant to one or more mortgages, provided that commercially reasonable efforts are made to ensure each such mortgage is given for the purpose of securing funds to be used for financing the acquisition of the Property or any portion thereof, the construction of improvements thereon, and any other expenditures reasonably necessary and appropriate to develop

the Property, and subject to the requirements of any bankruptcy proceeding and/or confirmation order approving a plan of reorganization affecting the Property.

b) All the provisions contained in this Agreement shall be binding on and for the benefit of any person who acquires title to the Property or any portion thereof by foreclosure, trustee's sale, deed in lieu of foreclosure, lease termination or expiration or other involuntary transfer under a mortgage.

c) If the City receives notice from a mortgagee requesting a copy of any notice of default given hereunder and specifying the address for services thereof, and the said mortgagee has recorded a copy of such request in the official records of Alameda County in the manner required under Civil Code, Section 2924b with respect to Requests for Notices of Default, then the City shall deliver to such mortgagee, concurrently with service thereon to the applicable Party, any notice given to the Party with respect to any claim that such Party has not complied in good faith with the terms of this Agreement or has committed an event of default. Any mortgagee or its designee acquiring title to the Property (or any portion thereof) through foreclosure, deed in lieu, or similar proceedings shall have the right, but not the obligation, to assume the rights and obligations of Property Owner under this Agreement with respect to such portion of the Property by providing written notice to the City. Each mortgagee shall have the right, but not the obligation, to cure such default within one hundred twenty (120) days following receipt of such notice (or such longer period as may be reasonably necessary to complete foreclosure and cure the default). No mortgagee shall have any liability under this Agreement unless and until such mortgagee acquires title to the Property, and then only for obligations accruing thereafter.

d) Notwithstanding any provision to the contrary in this Agreement, the City shall not exercise any remedy of termination of this Agreement, or terminate any rights of the Property Owner hereunder, by reason of a default by the Property Owner unless and until each mortgagee that has requested notice pursuant to subsection (c) has been given written notice of such default and has been afforded an opportunity to cure such default.

15. No Consent Required for Qualified Homebuilders. Notwithstanding any other provision of this Agreement, the Property Owner may enter into land sale agreements, joint venture agreements, or development agreements with qualified homebuilders without the City's consent, provided such arrangements do not reduce the affordable housing obligations or Community Benefit Fund contributions required by this Agreement and are otherwise consistent with the terms of this Agreement.

16. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

17. Applicable Law. This Agreement is governed by and shall by interpreted under and pursuant to the laws of the State of California.

18. Entire Agreement. This written Agreement, including the Exhibits hereto, contains all the representations and the entire agreement between the Parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement, any prior correspondence, drafts, memoranda, agreements, warranties or representations are superseded in total by this Agreement. This Agreement also supersedes any previous development agreements or other agreements that may affect or govern the Property or its development, except as otherwise provided in this Agreement.

19. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement, and all of which shall constitute one and the same Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have signed this Agreement on the dates indicated below.

PROPERTY OWNER
Adventus public
A California non-profit benefit corporation
(Type of business ownership)

By: Attila Bandos
(Notary Acknowledgment Required)

Date: 6/30/2026

Title: President

CITY OF LIVERMORE

Date: _____

By: _____
Marianna A. Burch, City Manager

Authorized by City Council Ordinance No. _____

_____
City Clerk

_____
City Attorney

Exhibits:

A. Legal Property Description
B. Conceptual Site Plan
C. Onsite and Offsite Improvements

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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 ALAMEDA }

On 30 JUNE 26 before me, Nina M. Woodcock,
Date *Here Insert Name and Title of the Officer*

personally appeared Attila J. Bardos
Name(s) of Signer(s)

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.

NINA M. WOODCOCK
Notary Public - California
Alameda County
Commission # 2423129
My Comm. Expires Nov 20, 2026

Place Notary Seal and/or Stamp Above

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.

Signature Nina M. Woodcock
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator
☐ Other: _____
Signer is Representing: _____

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator
☐ Other: _____
Signer is Representing: _____

©2017 National Notary Association

EXHIBIT "A"

The land referred to is situated in the County of Alameda, City of Livermore, State of California, and is described as follows:

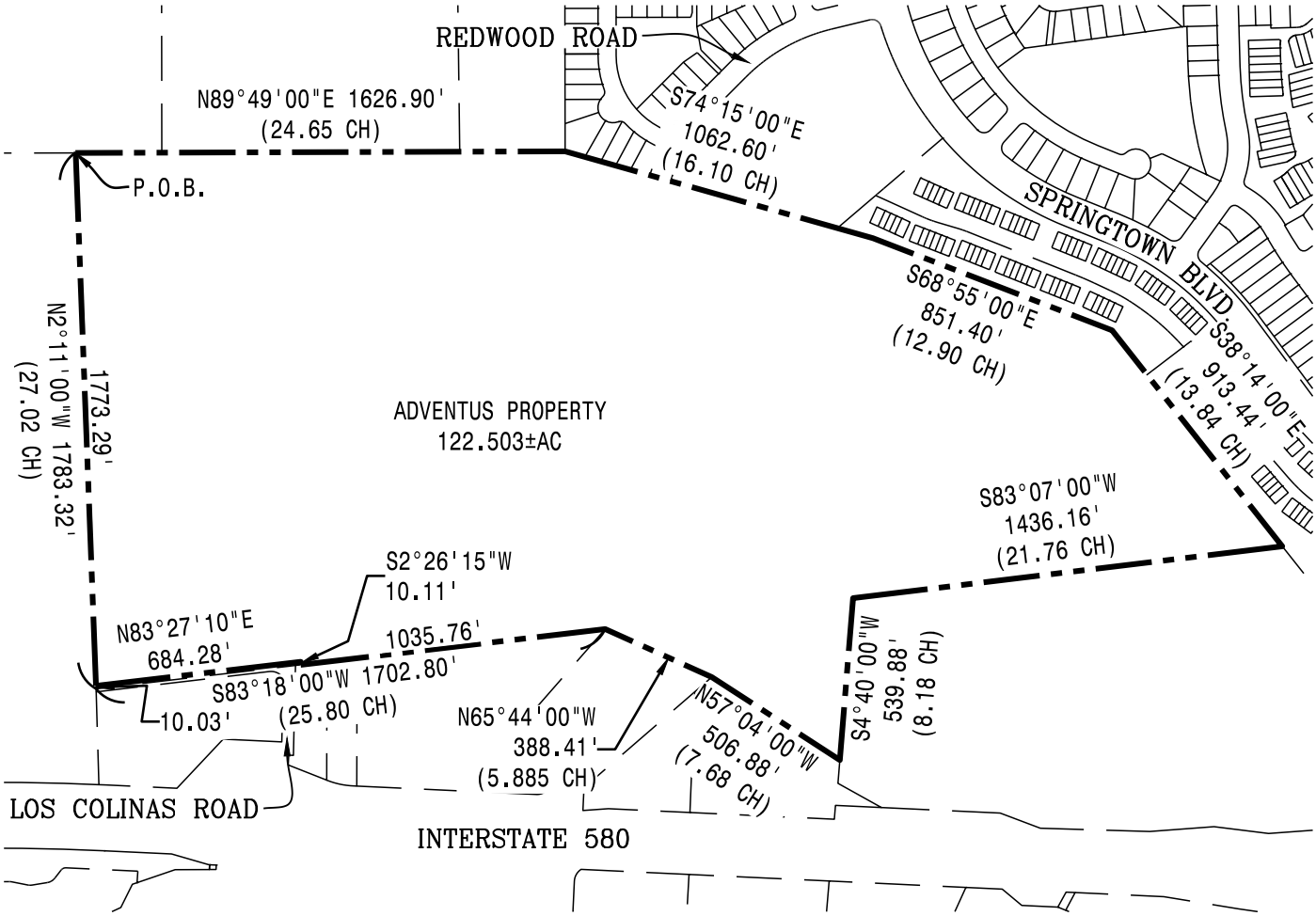
Beginning at the Northwest corner of Plot F of the Rancho Las Positas, running thence North 89° 49 East, 24.65 chains; thence South 74° 15' East, 16.10 chains; thence South 68° 55' East 12.90 chains; thence South 38° 14' East, 13.84 chains; thence South 83° 7' West, 21.76 chains; thence South 4° 40' West 8.18 chains; thence North 57° 04' West, 7.68 chains; thence North 65° 44' West, 5.885 chains; thence South 83° 18' West, 25.80 chains; thence North 2° 11' West, 27.02 chains to the point of beginning.

EXCEPTING THEREFROM, that portion conveyed to the State of California in the Grant Deed recorded September 30, 1952, Book 6837, Page 111, Official Records.

APN: 902-0008-001

EXHIBIT "A"

PAGE 2 OF 2



0 300 600 1200

SCALE: 1"=600'

LEGEND

━ ━ ━	BOUNDARY OF DESCRIPTION
— — —	EXISTING PARCEL
CH	CHAINS
P.O.B	POINT OF BEGINNING

PLAT TO ACCOMPANY DESCRIPTION

ADVENTUS PROPERTY

LIVERMORE CALIFORNIA

MACKAY & SOMPS

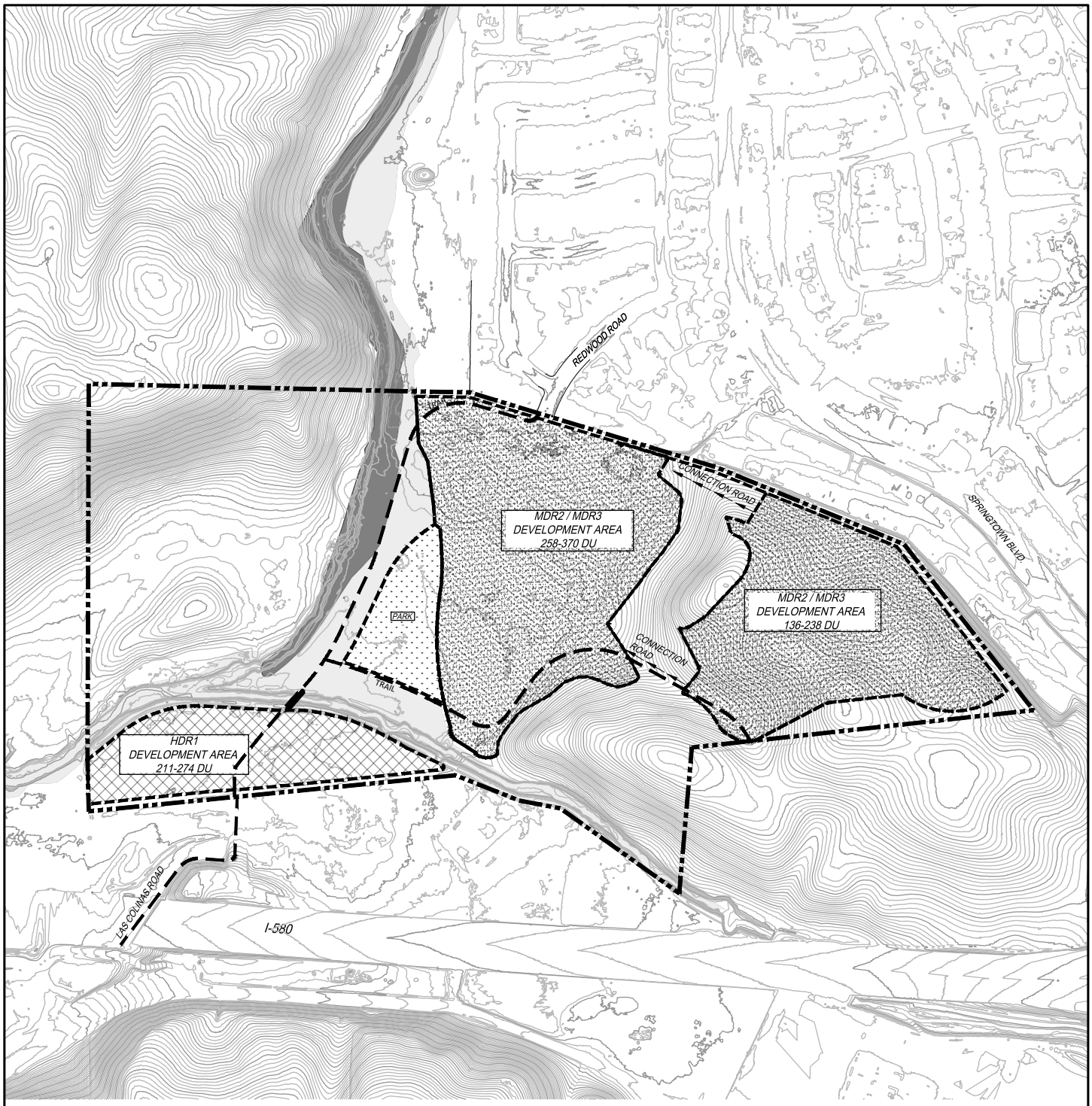
ENGINEERS PLANNERS SURVEYORS

5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

DRAWN	DATE	SCALE	JOB NO.
IBM	JUNE 2026	1"=600'	29201.000

06-22-2026 2:50pm Ian MacDonald P:\29201\SRV\MAPPING\PLATS AND DESC\PLATS\EXHIBIT-A-PLAT.DWG

EXHIBIT B



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SCALE: 1"=600'

NOTE:
THIS EXHIBIT IS INCLUDES A CONCEPTUAL DEVELOPMENT FOOTPRINT THAT IS CONSISTENT WITH THE GENERAL PLAN'S GOALS AND POLICIES. THE ACTUAL CONFIGURATION, DENSITY, AND FOOTPRINT OF DEVELOPMENT, INCLUDING THE RESIDENTIAL UNITS/LOTS/BUILDINGS, ROADS, INFRASTRUCTURE, AND OTHER DEVELOPMENT WITHIN THE DESIGNATED MDR-2, MDR-3, AND HDR-1 AREAS, SHALL BE SUBJECT TO DETERMINATION IF AND WHEN THE PROPERTY OWNER SEEKS ADOPTION OF A NEIGHBORHOOD PLAN, PLANNED DEVELOPMENT ZONING, AND OTHER SUBSEQUENT APPROVALS, AT WHICH TIME APPROPRIATE LEVELS OF SITE-SPECIFIC REVIEW AND PLANNING WILL OCCUR.

DEVELOPEMENT LEGEND

- HDR1 DEVELOPMENT AREA
- MDR2 / MDR3 DEVELOPMENT AREA
- PARK

CONSTRAINTS LEGEND

- PROJECT BOUNDARY (APPROX.)
- DEVELOPMENT AREAS
- TRAIL
- FLOODWAY
- 100-YEAR FLOOD

EXHIBIT B
CONCEPTUAL SITE PLAN
ADVENTUS PROPERTY

CITY OF LIVERMORE CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

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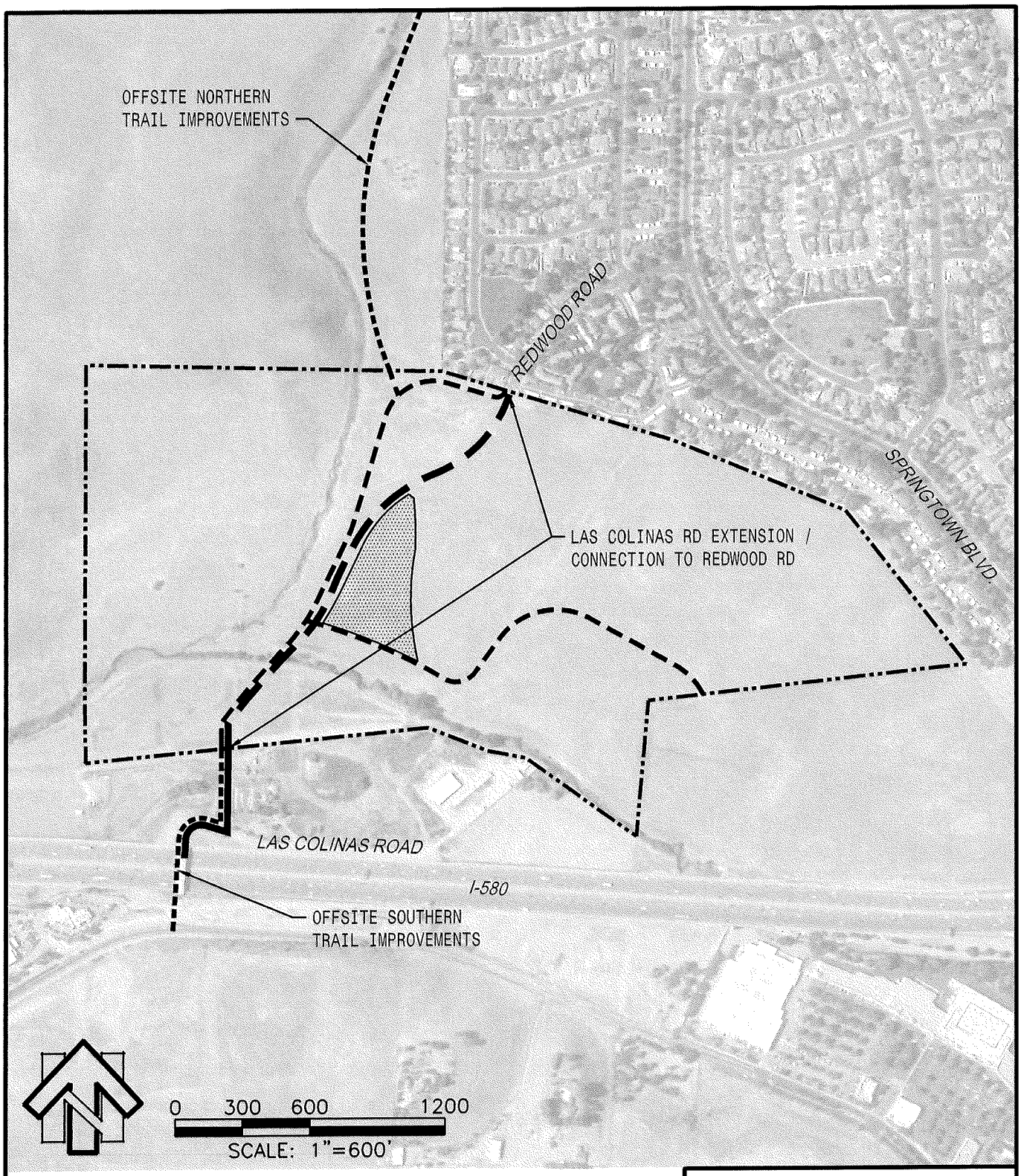
PLEASANTON	1" = 600'	06-16-2026	29201.000
OFFICE	SCALE	DATE	JOB NO.

06-19-2026 6:22pm Mark McClellan P:\29201\PLN\EXH-P\DA-EXHIBITS\EXHIBIT B-ADVENTUS PROPERTY - B&W.DWG
REFERENCES: 29201-TOPO; 29201-PARCELS; MS-141051-BASE-OFFS; Main Trail Easement; SPUR Easement; SSE; 29201-AE-FP; 3658 Las Colinas Aerial NAIP 2002; 29021-P-30_PERCENT IMAGES



LEGEND:

PARK

SITE

ONSITE TRAIL

OFFSITE TRAIL

ONSITE STREET

OFFSITE STREET

EXHIBIT C

OPEN SPACE / PARK LAND DEDICATION
ADVENTUS PROPERTY

CITY OF LIVERMORE CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

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PLEASANTON	1" = 600'	06-10-2026	29201.000
OFFICE	SCALE	DATE	JOB NO.

06-12-2026 1:53pm Jason Ristau P:\29201\PLN\EXH-P\DA-EXHIBITS\EXHIBIT C-ADVENTUS PROPERTY - B&W-NO OPEN SPACE.DWG

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.18**

DATE: September 14, 2026

TO: Honorable Mayor and City Council

FROM: Brandon Cardwell, Innovation and Economic Development Director

SUBJECT: Adoption of an Ordinance authorizing the First Amendment to Development Agreement 08-002 (Agreement) with McGrath RentCorp (DAA 26-002).

RECOMMENDED ACTION

The Planning Commission and Staff recommend the City Council adopt an Ordinance authorizing the City Manager to execute the First Amendment to Development Agreement 08-002 with McGrath RentCorp (DAA 26-002).

SUMMARY

DISCUSSION

ATTACHMENTS

1. Ordinance
2. Exhibit A - Planning Commission Resolution
3. Exhibit B - Development Agreement Amendment Text

Prepared by: Jake Potter
Economic Development Manager

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Kristen Hilton
Acting Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN ORDINANCE APPROVING THE FIRST AMENDMENT TO DEVELOPMENT AGREEMENT 08-002 WITH MCGRATH RENTCORP

(Development Agreement Amendment 26-002)

In 2021, the City Council directed City staff to begin preparing a comprehensive update to Livermore's 2003 General Plan. The updated General Plan is known as General Plan 2045.

General Plan 2045 identifies several Focus Areas where future land use changes are anticipated, including the Midtown Specific Plan Area ("Midtown"), which is envisioned as a future mixed-use area that balances housing, commercial, office, and industrial uses and would be implemented through a future specific plan following adoption of General Plan 2045.

McGrath RentCorp ("McGrath" or the "Property Owner") is the largest single property owner within Midtown. McGrath owns approximately 130 acres generally located between Southfront Road and Las Positas Road and operates a mobile modular commercial-industrial business on the property.

The 130-acre project site is made up of numerous parcels located at 5605 and 5327 Southfront Road and 5700, 5699 and 5698 Las Positas Road with the following APNs: 99-40-72, 99-40-73, 99-40-74, 99-40-75, 99-40-76, 99-40-77, 99-40-78, 99-40,79 and 99-40-80.

McGrath and the City are parties to Development Agreement 08-002, originally approved in 2008 ("Original Agreement"), which vested McGrath's commercial and industrial land use rights through 2029 in exchange for dedication of Bay Area Rapid Transit right-of-way. The Original Agreement did not approve a specific development project; instead, it vested the commercial and industrial land uses in effect at the time of adoption, with future development projects remaining subject to applicable permits, entitlements, and approvals.

From 2021 to 2022, City staff conducted outreach to property owners within Midtown, consistent with the City's standard practice when considering land use changes in a defined planning area.

Through those discussions, McGrath and the City did not reach agreement regarding inclusion of the McGrath property in Midtown, the appropriate future mix of uses and residential densities, or an approach that addressed both the City's long-term planning objectives and the Property Owner's interests. McGrath subsequently submitted written correspondence to the City Council expressing opposition to the Midtown plan.

On February 24, 2025, the City Council directed City staff to work with McGrath, seek a compromise, and return with a solution that would advance the goals of both parties.

Following that direction, City staff negotiated with McGrath regarding a proposed amendment to the Original Agreement. McGrath has agreed to the proposed terms of the First Amendment to Development Agreement 08-002 ("Amended Agreement" or "Project"). The Amended Agreement is attached as Exhibit B.

The proposed Amended Agreement would establish a framework for future planning and development of the McGrath property in relation to Midtown; allow McGrath's existing industrial use to continue; clarify that future development projects remain subject to applicable design review, entitlement, environmental review, and other regulatory requirements; secure McGrath's support for future residential planning on the property; require conveyance of the northern approximately 40 acres to a high-value commercial user, subject to City approval; extend the Development Agreement term through 2059; and adjust the Development Agreement boundary to remove the northern commercial parcel and add property under McGrath ownership south of Las Positas Road.

The proposed Amended Agreement is related to a proposed General Plan 2045 land use map change that would retain the southern approximately 90 acres of the McGrath property within Midtown and designate the northern approximately 40-acre parcel as Service Commercial to support the contemplated conveyance to a high-value commercial user and facilitate establishment of a commercial employment center adjacent to Midtown.

The City received an application from McGrath to amend Development Agreement 08-002 (DAA 26-002) in accordance with Livermore Development Code Chapter 9.04.

California Government Code Sections 65864 through 65869.5, as implemented by Livermore Development Code Chapter 9.04, authorize local agencies and private property owners to enter into development agreements to vest certain development rights and achieve local public purpose objectives.

On July 7, 2026, the Planning Commission held a duly noticed public hearing to consider the Amended Agreement, the CEQA determination, staff recommendations, all public comments and testimony, and findings, and adopted Planning Commission Resolution No. 18-26, attached hereto as Exhibit A, recommending the City Council approve the Amended Agreement. The Planning Commission additionally adopted Resolution No. 17-26 recommending the City Council find the Amended Agreement exempt from CEQA.

On July 27, 2026, the City Council held a duly noticed public hearing to consider the Amended Agreement, Planning Commission and staff recommendations, all public comments and testimony, and findings.

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

Section 1. *Authority*. Pursuant to Government Code Section 65864 et seq., the City Council considers that certain document under City Application No. Development Agreement Amendment 26-002 and entitled "The First Amendment to Development Agreement 08-002 (DAA 26-002) with McGrath RentCorp" ("Amended Agreement"). The Amended Agreement is attached hereto as Exhibit B.

Section 2. *Record Evidence*. Prior to taking action on the Project, and at a properly noticed public hearing, the City Council of the City of Livermore reviewed written and oral staff reports, conducted a public hearing on the Project and took testimony; and received into the record all pertinent documents related to the Project (collectively, the "Record Evidence"). The City Council's determination is based on the Record Evidence, which is incorporated into this Ordinance by reference.

Section 3. *Environmental*. The City Council has adopted Resolution No. ___ finding that the Amended Agreement is exempt from the California Environmental Quality Act ("CEQA"), pursuant to CEQA Guidelines Sections 15301 and 15061(b)(3).

Section 4. *Findings*. The City Council has considered the findings made in Planning Commission Resolution No. 18-26, attached hereto as Exhibit A, and hereby adopts the same findings by this reference and incorporates them herein as their own.

Section 5. *Approval*. Based upon the City Council's own independent review of the Record Evidence and considerations, it hereby adopts this Ordinance approving the Amended Agreement, attached hereto as Exhibit B.

Section 6. *Signing Authority*. The City Manager is hereby authorized to sign the Amended Agreement on behalf of the City of Livermore.

Section 7. *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 8. *Effective Date.* This Ordinance shall take effect 30 days after its adoption.

Section 9. *Recording.* The City Clerk is directed to record the Amended Agreement within 10 days after the effective date of the Amended Agreement.

Section 10. *Documents.* The documents that constitute the record of proceedings upon which this decision is based on can be found in the City Clerk's Office, 1052 S. Livermore Avenue, Livermore, California.

Section 11. *Severability.* If any part of this Ordinance is declared unconstitutional or invalid by a court, such unconstitutionality or invalidity shall not affect any remaining parts.

The foregoing Ordinance was introduced at the meeting of the City Council of the City of Livermore held on July 27, 2026, by the following vote:

AYES: Council Members Barrientos, Branning, Dunbar, Vice Mayor Wang, and Mayor Marchand
NOES: None
ABSENT: None
ABSTAIN: None

The Ordinance was adopted at the regular meeting of the City Council held on September 14, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mayor, City of Livermore

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Katherine Mirassou
Katherine Mirassou
Assistant City Attorney

Exhibit A – Planning Commission Resolution 18-26
Exhibit B – Amended Agreement

IN THE PLANNING COMMISSION OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE APPROVING THE FIRST AMENDMENT TO DEVELOPMENT AGREEMENT 08-002 (DAA 26-002) WITH MCGRATH RENTCORP

In 2021, the City Council directed City staff to begin preparing a comprehensive update to Livermore's 2003 General Plan. The updated General Plan is known as General Plan 2045.

General Plan 2045 identifies several Focus Areas where future land use changes are anticipated, including the Midtown Specific Plan Area ("Midtown"), which is envisioned as a future mixed-use area that balances housing, commercial, office, and industrial uses and would be implemented through a future specific plan following adoption of General Plan 2045.

McGrath RentCorp ("McGrath" or the "Property Owner") is the largest single property owner within Midtown. McGrath owns approximately 130 acres generally located between Southfront Road and Las Positas Road and operates a mobile modular commercial-industrial business on the property.

The 130-acre project site is made up of numerous parcels located at 5605 and 5327 Southfront Road and 5700, 5699 and 5698 Las Positas Road with the following APNs: 99-40-72, 99-40-73, 99-40-74, 99-40-75, 99-40-76, 99-40-77, 99-40-78, 99-40,79 and 99-40-80.

McGrath and the City are parties to Development Agreement 08-002, originally approved in 2008 ("Original Agreement"), which vested McGrath's commercial and industrial land use rights through 2029 in exchange for dedication of Bay Area Rapid Transit right-of-way. The Original Agreement did not approve a specific development project; instead, it vested the commercial and industrial land uses in effect at the time of adoption, with future development projects remaining subject to applicable permits, entitlements, and approvals.

From 2021 to 2022, City staff conducted outreach to property owners within Midtown, consistent with the City's standard practice when considering land use changes in a defined planning area.

Through those discussions, McGrath and the City did not reach agreement regarding inclusion of the McGrath property in Midtown, the appropriate future mix of uses and residential densities, or an approach that addressed both the City's long-term planning objectives and the Property Owner's interests. McGrath subsequently submitted written correspondence to the City Council expressing opposition to the Midtown plan.

On February 24, 2025, the City Council directed staff to work with McGrath, seek a compromise, and return with a solution that would advance the goals of both parties.

Following that direction, City staff negotiated with McGrath regarding a proposed amendment to the Original Agreement. McGrath has agreed to the proposed terms of the First Amendment to Development Agreement 08-002 ("Amended Agreement" or "Project") (DAA 26-002). The Amended Agreement is attached as Exhibit A.

The proposed Amended Agreement would establish a framework for future planning and development of the McGrath property in relation to Midtown; allow McGrath's existing industrial use to continue; clarify that future development projects remain subject to applicable design review, entitlement, environmental review, and other regulatory requirements; secure McGrath's support for future residential planning on the property; require conveyance of the northern approximately 40 acres to a high-value commercial user, subject to City approval; extend the Development Agreement term through 2059; and adjust the Development Agreement boundary to remove the northern commercial parcel and add property under McGrath ownership south of Las Positas Road.

The proposed Amended Agreement is related to a proposed General Plan 2045 land use map change that would retain the southern approximately 90 acres of the McGrath property within Midtown and designate the northern approximately 40-acre parcel as Service Commercial to support the contemplated conveyance to a high-value commercial user and facilitate establishment of a commercial employment center adjacent to Midtown.

The City received an application from McGrath to amend Development Agreement 08-002 (DAA 26-002) in accordance with Livermore Development Code Chapter 9.04.

California Government Code Sections 65864 through 65869.5, as implemented by Livermore Development Code Chapter 9.04, authorize local agencies and private property owners to enter into development agreements to vest certain development rights and achieve local public purpose objectives.

On July 7, 2026, the Planning Commission held a duly noticed public hearing to consider the proposed Amended Agreement, staff recommendations, public comments and testimony, and the findings required for the proposed action.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Livermore that prior to taking action on the Project, and at a properly noticed public hearing, the Planning Commission reviewed written and oral staff reports, conducted a public hearing on the Project and took testimony, and received into the record all pertinent documents related to the Project (collectively, the "Record Evidence"). The Planning Commission's determination is based on the Record Evidence, which is incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED that the Livermore Planning Commission has considered the Record Evidence and adopted a separate resolution recommending the City Council adopt a resolution finding the Project to be exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15301 Existing Facilities and 15061(b)(3) Common Sense.

BE IT FURTHER RESOLVED, with respect to the Amended Agreement, the Planning Commission finds based upon the information presented that:

1. The Amended Agreement provides benefit to the City.

Findings: The Amended Agreement provides substantial public benefits to the City by supporting implementation of General Plan 2045 and advancing the City's long-term planning objectives for the Midtown Specific Plan Area. The Amended Agreement secures McGrath RentCorp's support for future residential planning on the McGrath property, including potential Medium Density Residential (MDR) 4 (18-22 dwelling units per acre) and High Density Residential (HDR) 1 (23-30 dwelling units per acre) residential densities through a future Midtown Specific Plan or other zoning action. This support provides a viable path for future housing opportunities on the property and affords the City additional flexibility for Regional Housing Needs Allocation planning, including potential use of the site for Net Loss units in the Sixth RHNA Cycle or as a Housing Inventory site in the Seventh or Eighth RHNA Cycle.

The Amended Agreement also facilitates conveyance of the northern approximately 40 acres of the McGrath property to a high-value commercial user, subject to City approval. This provision supports economic development objectives by encouraging the establishment of a commercial employment center adjacent to the future Midtown Specific Plan Area. The prospective commercial use is expected to generate approximately $900,000 to $1 million in annual tax revenue and approximately 400 to 600 jobs, thereby supporting the City's fiscal health, employment base, and ability to fund public services. In addition, the Amended Agreement allows the City to move forward with mixed-use Midtown policies and land use designations in the General Plan 2045 while allowing McGrath's existing industrial use to continue in the near term.

2. The Amended Agreement is consistent with the purpose, intent, goals, policies, programs, and land use designations of the General Plan, any applicable Specific Plan, and the Development Code.

   Findings: The Amended Agreement is consistent with the General Plan 2045 because it supports the formation of the Midtown Specific Plan Area as a future mixed-use district that balances housing, commercial, office, and industrial uses. Although the Amended Agreement does not approve a development project or apply new residential designations at this time, it establishes a framework for future planning and development of the McGrath property in relation to Midtown, secures Property Owner support for future residential planning, and facilitates commercial development that would contribute to the City's long-term economic and fiscal objectives.

   The Amended Agreement implements and is consistent with General Plan 2045 Policy LU-15.1, which calls for creation of a Midtown mixed-use environment that balances housing, commercial, office, and industrial uses; Policy LU-15.5, which calls for job opportunities in Midtown through industrial and office uses; Policy ED-4.1, which supports a balanced mix of residential, commercial, and industrial development to maintain a sustainable tax base; Policy ED-5.1, which calls for land use designations that provide sufficient capacity for economic growth in Livermore; and Policy ED-5.2, which supports a land use mix that generates stable, long-term revenues to fund City services.

   The Amended Agreement is also consistent with the related General Plan 2045 land

use map change. Under that change, the southern approximately 90 acres of the McGrath property would remain within the Midtown Specific Plan Area, while the northern approximately 40-acre parcel would be designated Service Commercial to support the contemplated conveyance to a high-value commercial user. The Amended Agreement does not conflict with any applicable specific plan because the Midtown Specific Plan has not yet been adopted. Future development proposals on the property would remain subject to applicable General Plan, specific plan, zoning, design review, entitlement, environmental review, and Development Code requirements.

3. The Amended Agreement complies with the requirements of Government Code Sections 65864 through 65869.5.

   Findings: The Amended Agreement complies with the applicable requirements of Government Code Sections 65864 through 65869.5 and Livermore Development Code Chapter 9.04, which authorize local agencies and private property owners to enter into development agreements to vest certain development rights and achieve local public purpose objectives. The Amended Agreement specifies the duration of the Agreement, the permitted uses of the property, applicable development density provisions, terms and timing for conveyance of the northern commercial property, subsequent approval requirements, and other terms required for development agreements under California law.

   Review and approval of the Amended Agreement have been conducted in accordance with applicable statutory and local requirements, including consideration by the Planning Commission at a duly noticed public hearing. If approved by the City Council, the Amended Agreement will be adopted by ordinance and recorded with the Alameda County Recorder in accordance with Government Code Sections 65864 through 65869.5 and Livermore Development Code Chapter 9.04. The Agreement will also remain subject to periodic review at least every 12 months to confirm good faith compliance with its terms, as required by Livermore Development Code Section 9.04.070.

BE IT FURTHER RESOLVED that the Livermore Planning Commission, based upon its own independent review of the Record Evidence and considerations, and based on the above findings which are necessary to protect the public health, safety, and general welfare, hereby recommends the City Council adopt an Ordinance approving the First Amendment to Development Agreement 08-002 (DAA 26-002) with McGrath RentCorp, attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that the Livermore Planning Commission recommends the City Council direct the City Clerk to record with the Alameda County Recorder a copy of the Amended Agreement within 10 days of the City entering into the Agreement.

BE IT FURTHER RESOLVED that the Livermore Planning Commission recommends the City Council direct the Planning Manager to periodically review the terms of the Amended Agreement at least every 12 months per Development Code section 9.04.070, and ensure the Applicant or Successor is demonstrating good faith compliance with the terms of the

Amended Agreement.

The documents that constitute the record of proceedings upon which this decision is based can be found in the Community Development Department 1052 S. Livermore Avenue, in Livermore, California.

On the motion by Commissioner Horner, seconded by Commissioner Fintschenko, the foregoing Resolution was passed and adopted at the Planning Commission meeting of July 7, 2026, by the following vote:

AYES: ANDERSON, FINTSCHENKO, HORNER, KRONZAK, STEELE.
NOES: NONE.
ABSENT: NONE.

Tracy Kronzak, Chairperson

Stephen Riley

by Stephen Riley, Planning Manager
Secretary to the Planning Commission

Exhibit A – Development Agreement Amendment (DAA) 26-002

RECORDING REQUESTED BY
and When Recorded Mail To:

City Clerk, City of Livermore
1052 South Livermore Avenue
Livermore, California 94550

This document is exempt from payment of a recording fee pursuant to California Government Code Section 27383.

Recorder's Stamp

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
(McGrath RentCorp)

This FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this "**First Amendment**"), dated as of _____, 2026 ("**First Amendment Reference Date**"), is entered into by and between the CITY OF LIVERMORE, a municipal corporation existing under the laws of the State of California (the "**City**"), and MCGRATH RENTCORP, a California corporation ("**Property Owner**" or "**McGrath**"), with reference to the following facts and circumstances:

RECITALS

This First Amendment is based on the following facts:

A. The City is authorized by California Government Code section 65864 et seq. ("**Development Agreement Statute**") and Livermore Development Code Chapter 9.04 to execute and amend Development Agreements in order to vest certain rights in the Developer, and to meet certain public purposes of the local government, as set forth in those laws.

B. The City and Property Owner are parties to that certain Development Agreement dated November 24, 2008, and recorded in the Official Records of Alameda County as Document No. 2009009356 on January 15, 2009 (the "**Original Development Agreement**"). The Livermore City Council approved the Original Development Agreement by Ordinance No. 1856 at a regular meeting of the City Council on December 8, 2008. All capitalized terms used but not defined herein shall have the meanings assigned to them in the Original Development Agreement.

C. Pursuant to the terms of the Original Development Agreement, the Property Owner is authorized to develop and use the Property, as defined in Recital B of the Original Development Agreement, consistent with the General Plan land use designations of High Intensity Industrial (HII) and Service Commercial (SC) and the Heavy Industrial (I-3) zoning district as they exist as of the

Effective Date of the Original Development Agreement and as shown on Exhibit B-1 and Exhibit B-2 of the Original Development Agreement.

D. The term of the Original Development Agreement is twenty (20) years from the effective date of the Original Development Agreement and will expire on January 9, 2029 ("**Original Term**"), unless extended. Pursuant to Section 3 of the Original Development Agreement, the term may be extended by mutual agreement of the City and Property Owner.

E. Since the adoption of the Original Development Agreement, Bay Area Rapid Transit ("**BART**") has declined to extend service to the City, necessitating changes to the planning assumptions underlying the Original Development Agreement and supporting the amendments set forth herein.

F. Property Owner is in active negotiations with a commercial user that would acquire and operate on the approximately 37-acre northernmost portion of the Property, located generally between the Preston Road alignment and Southfront Road, as generally shown on Exhibit 2 attached hereto and incorporated herein by this reference (the "**Commercial Area**"). The Parties acknowledge that occupation of the Commercial Area by such commercial user would render the area unusable by the Property Owner, necessitating the removal of the Commercial Area from the Property that is subject to the Original Development Agreement and this First Amendment. The Parties further acknowledge that the commercial user would generate substantial tax revenues, provide substantial local jobs, and create other public benefits for the City.

G. On July ____, 2026, the City Council certified the Livermore 2045 General Plan Environmental Impact Report and adopted the Livermore General Plan 2045. The City's 2045 General Plan land use designation for the Commercial Area is Commercial Service (CS) and the Commercial Area is zoned Commercial Service (CS), which authorizes commercial uses. The Parties acknowledge that the Commercial Area will not be included within the Property subject to the Original Development Agreement after this First Amendment is operative pursuant to Section 4 of this First Amendment, or within the Midtown Specific Plan Area as delineated in the 2045 General Plan Land Use Map. In light of the City's economic development, revenue, and employment objectives for the Commercial Area, Property Owner agrees that the City's approval of any proposed transferee of the Commercial Area shall be required as provided in this First Amendment.

H. Property Owner owns certain lands located south of Las Positas Road, identified with Assessor Parcel Numbers (APNs) 99-40-72 and 99-40-80, as shown on Exhibit 1 attached hereto and incorporated herein by this reference (the "**Southern Parcels**"). The Southern Parcels were not included within the Property subject to the Original Development Agreement. If the Commercial Area is conveyed to and occupied by a commercial user, Property Owner requires additional area to continue its existing operations and therefore desires to include the Southern Parcels within the Property subject to the Original Development Agreement, as amended by this First Amendment, to provide operational continuity.

I. The City's 2045 General Plan established the Midtown Specific Plan Area, which includes the Property and the Southern Parcels, and includes policies calling for the preparation of a future mixed-use specific plan for that area. The City desires the Property and the Southern Parcels to

transition over time to a mixed-use district that includes housing. Property Owner supports that future planning objective and acknowledges that the City desires for the Property to transition over time.

J. The City's 2045 General Plan further provides that existing land uses within the Midtown Specific Plan Area may continue as legal land uses unless such land use is no longer authorized pursuant to the City's adoption of the future Midtown Specific Plan. Notwithstanding the foregoing, the Parties acknowledge that the Property Owner is authorized to develop and use the Property and the Southern Parcels pursuant to the General Plan land use designation of High Intensity Industrial (HII) and the Heavy Industrial (I-3) zoning district as they exist as of the Effective Date of the Original Development Agreement pursuant to Property Owner's vested rights under the Original Development Agreement and this First Amendment.

K. By this First Amendment, the Parties desire to amend the Original Development Agreement to extend the term of the Original Development Agreement, modify the boundaries of the Property subject to the Original Development Agreement, facilitate continued operation of Property Owner's existing business, acknowledge the 2045 General Plan and Midtown Area planning objectives, and ensure that the Commercial Area is conveyed to and occupied by a high-value commercial user.

L. The City Council has found that this First Amendment is in the public interest and will provide substantial public benefits, including preserving existing jobs and tax revenues, supporting the 2045 General Plan and Midtown Area planning objectives, facilitating operational flexibility for Property Owner's existing business, and ensuring that the Commercial Area may be occupied by a high-value commercial or other City-approved user that would generate significant tax revenues and jobs for the City.

M. The City has considered whether the California Environmental Quality Act ("**CEQA**"), Public Resources Code §21000 *et seq*., applies to this First Amendment. Pursuant to CEQA and following review and consideration by the City's Planning Commission, the City Council determined that this First Amendment is exempt from the requirements of CEQA pursuant to CEQA Guidelines Sections 15061(b)(2) and (3) and 15301. On _____, the City Council of the City of Livermore held a duly noticed public hearing and adopted Ordinance No. ____, approving this First Amendment ("**Enacting Ordinance**"), in accordance with the Development Agreement Statute and the City's Development Agreement Procedures.

AGREEMENT

NOW THEREFORE, the Parties hereby agree that the aforementioned recitals are true and correct, and further agree to amend the Original Development Agreement as follows:

1. **Adjusted Property**. The definition of "Property" set forth in Recital B of the Original Development Agreement, and which is more specifically described in Exhibit A to the Original Development Agreement, is hereby amended and restated in its entirety to add the Southern Parcels and remove the Commercial Area from the defined Property under the Original Development Agreement, as follows:

The Property Owner is the owner of the approximately 96 acres of real property consisting of the property generally located south of Las Positas Road with APNs 99-40-72 and 99-40-80 and on portions of the property with APNs 99-40-73 and 99-40-74 extending from Las Positas Road northerly to a line extending across the site at the same general latitude as the existing Preston Avenue right-of-way, as generally shown in Exhibit 1. The Owner of the Property is McGrath RentCorp.

Exhibit A to the Original Development Agreement is hereby deleted and replaced by Exhibit 1 attached hereto. Prior to or following the completion of the Commercial Area Transfer (as defined in Section 4(a) of this First Amendment below), Property Owner will give notice to the City and the Parties shall execute and record an Amended and Restated First Amendment to Development Agreement ("**Amended and Restated First Amendment**") that includes an updated Property description that reflects the adjusted Property. This Amended and Restated First Amendment is intended only to capture the changes to the property description and APNs that shall occur due to subdivision of the Commercial Area, which is necessary to facilitate the Commercial Area Transfer. The City Manager shall have the authority to execute the Amended and Restated First Amendment on behalf of the City, provided that the Amended and Restated First Amendment is limited to that purpose described above and does not include material changes to the Original Development Agreement or this First Amendment.

2. **Extension of Term**. The City and Property Owner hereby agree to extend the Original Term of the Original Development Agreement by thirty (30) years from the date that would otherwise constitute the expiration of the Original Term (as extended, the "**Term**"). For the avoidance of doubt, the Term, as extended by this First Amendment, expires on January 9, 2059. All vested development rights, obligations, and other provisions of the Original Development Agreement that are coextensive with the Original Term shall continue in full force and effect for the Term.

3. **Property Owner Obligations**. Section 4 (Property Owner Obligations) of the Original Development Agreement is hereby amended and restated in its entirety as follows:

(a) Conveyance of Commercial Area.

(i) Required Conveyance. Property Owner shall convey fee title to the Commercial Area no later than January 15, 2027 (the "**Commercial Area Conveyance Deadline**") to a transferee approved by the City pursuant to Section 4(a)(ii). The Commercial Area Conveyance Deadline may be extended only by mutual agreement of the City and Property Owner, in increments of six (6) months, for a maximum aggregate extension of eighteen (18) months. No extension shall be effective unless approved in writing by the City Manager or the City Manager's designee on behalf of the City. In no event shall the Commercial Area Conveyance Deadline be extended beyond July 15, 2028, without further amendment of the Development Agreement. This Commercial Area Conveyance Deadline and any other timelines set forth in this First Amendment are subject to Section 12 (Excused Delay) of the Original Development Agreement.

(ii) City Approval of Transferee. The Property Owner shall not sell, transfer, or otherwise convey any fee interest in the Commercial Area unless the City has first approved the proposed transferee in writing. The transferee shall be a commercial user that the City determines has the ability to own, develop, occupy, or operate the Commercial Area in a manner consistent with the public benefits identified in this First Amendment. Property Owner shall provide the City with information reasonably requested to evaluate the proposed transferee for the Commercial Area, including its proposed use, business operations, and ability to provide the public benefits identified in this First Amendment. Approval shall be exercised by the City Manager or the City Manager's designee, who may approve, conditionally approve, or disapprove the proposed transferee in the City's reasonable discretion.

(b) Future Housing Support. Property Owner acknowledges that the City may prepare and consider adoption of a future Midtown Specific Plan or similar planning document applicable to all or a portion of the Property. During the Term, Property Owner agrees that it shall not oppose, object to, protest, or otherwise challenge the inclusion of the Property in such planning effort, or the future designation, zoning, or regulation of the Property for residential or mixed-use residential development at densities consistent with High Density Residential / Residential Category 1 (23-30 dwelling units per acre) ("**HDR**-1") and Medium Density Residential / Residential Category 4 (18-22 dwelling units per acre) ("**MDR-4**"), or their functional equivalents, as part of such future Midtown Specific Plan. Property Owner's obligations under this subsection shall not extend to City action that conflicts with, impairs, diminishes, or is otherwise inconsistent with Property Owner's rights under the Original Development Agreement and this First Amendment or adversely impacts Property Owner's ability to use, operate, develop, improve, or maintain the Property in accordance with its vested rights under the Original Development Agreement and this First Amendment.

Nothing in this Section obligates the City to prepare, process, approve, or adopt any specific plan, general plan amendment, zoning amendment, land use designation, residential density, development standard, environmental document, or other legislative or discretionary approval. The City retains full legislative and regulatory discretion with respect to any future Midtown Specific Plan and any associated environmental review, land use approvals, development standards, densities, conditions, mitigation measures, alternatives, or findings required by applicable law; provided however, that nothing in this Section shall be construed to limit, waive, or modify any of Property Owner's rights or the City's obligations under the Original Development Agreement and this First Amendment.

(c) Subsequent Approvals. If the Property Owner, or any successor or assign, elects to develop or redevelop the Property, the Property Owner, or any successor or assign, shall be required to comply with, and obtain, all necessary permits, entitlements, and approvals through the City's standard processes, consistent with the Livermore Development Code, the California Environmental Quality Act, the Subdivision Map Act, and other applicable laws. The City shall process any such applications in accordance with applicable law and subject to the Property Owner's vested rights under the Original Development Agreement, as amended by this First Amendment.

4. **First Amendment Operative Date.**

(a) First Amendment Operative Date. Notwithstanding anything to the contrary in this First Amendment, this First Amendment is conditioned upon, and shall only become operative on the date that the Property Owner completes the sale and conveyance of fee title to the Commercial Area to a City-approved transferee, as evidenced by recordation of the applicable conveyance instrument in the Official Records of Alameda County (the "**Commercial Area Transfer**"). The date of such recordation shall be the "**First Amendment Operative Date.**"

(b) Existing Agreement Continuity. Until the First Amendment Operative Date occurs, the Original Development Agreement shall remain in full force and effect in accordance with its existing terms, without giving effect to this First Amendment. If the Commercial Area Transfer is not completed on or before the Commercial Area Conveyance Deadline, causing this First Amendment to be null and void, the Original Development Agreement shall remain in full force and effect, without giving effect to this First Amendment, until its expiration in accordance with its existing terms.

5. Preston Road Improvements. The Property Owner shall have no obligation or responsibility to design, construct, fund, or otherwise undertake any improvements to the proposed Preston Road connection. The obligation to construct improvements related to the proposed Preston Road connection shall arise only in the event that the Property is developed for residential uses.

6. **Notices.** The address of each party set forth under Section 11 of the Original Development Agreement for the purpose of all notices permitted or required under the Original Development Agreement is amended as follows:

To City: City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550
Attn: Community Development Director & City Engineer
(925) 960-4500
(925) 960-4459 – Fax

With a copy to: City Attorney
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550
(925) 960-4150
(925) 960-4180 – Fax

To Property Owner: McGrath RentCorp
5700 Las Positas Road
Livermore, CA 94551
Attn: Mike Bray
Mike.bray@mgrc.com

With a copy to: Ashurst Perkins Coie

505 Howard Street, Suite 1000
San Francisco, CA 94109
Attn: Michelle Chan
mwchan@perkinscoie.com

7. **Miscellaneous**

(a) Incorporation. This First Amendment constitutes a part of the Original Development Agreement as amended by this First Amendment and any reference to the Development Agreement shall be deemed to include a reference to the Original Development Agreement as amended by this First Amendment.

(b) Ratification. To the extent of any inconsistency between this First Amendment and the Original Development Agreement, the provisions contained in this First Amendment shall control. As amended by this First Amendment, all terms, covenants, conditions, and provisions of the Original Development Agreement shall remain in full force and effect.

(c) Successors and Assigns. This First Amendment shall be binding upon and inure to the benefit of the respective successors and assigns of the City and Property Owner, subject to the limitations set forth in the Original Development Agreement.

(d) Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same document, binding on all parties hereto notwithstanding that each of the parties hereto may have signed different counterparts. Delivery of this First Amendment may be effectuated by hand delivery, mail, overnight courier, or electronic communication (including by PDF sent by electronic mail, facsimile, or similar means of electronic communication). Any electronic signatures shall have the same legal effect as manual signatures.

(e) Governing Law; Venue. This First Amendment shall be governed by and construed in accordance with the laws of the State of California. The parties hereto agree that all actions or proceedings arising directly or indirectly under this First Amendment shall be litigated in courts located within the County of Alameda, State of California.

(f) Integration. This First Amendment contains the entire agreement between the parties hereto with respect to the subject matter of this First Amendment. Any prior correspondence, memoranda, agreements, warranties or representations relating to such subject matter are superseded in total by this First Amendment. No prior drafts of this First Amendment or changes from those drafts to the executed version of this First Amendment shall be introduced as evidence in any litigation or other dispute resolution proceeding by either party hereto or any other person, and no court or other body shall consider those drafts in interpreting this First Amendment.

(g) Further Assurances. The City Manager and Property Owner shall execute and deliver all documents, amendments, agreements, and instruments reasonably necessary or reasonably required in furtherance of this First Amendment

(h) Authority and Enforceability. Property Owner and the City each represents and warrants to the other that the execution and delivery of this First Amendment, and the performance of its obligations hereunder, have been duly authorized by all necessary action, and will not conflict with, result in any violation of, or constitute a default under, any provision of any agreement or other instrument binding upon or applicable to it, or any present law or governmental regulation or court decree.

(i) Legal Action; Attorneys' Fees. If the City chooses to defend any third party claim or suit challenging the City's approval of this First Amendment or any subsequent City approval of the development of the Project, including the environmental review process in connection with this First Amendment or any such subsequent approval for development of the Property, the Property Owner agrees to reimburse the City for the City's reasonable attorneys' fees, expert witness fess, and related costs as the City may incur in connection with its retention of outside counsel, and for any award of court costs or fees against the City. The City shall promptly notify the Property Owner of any claim or suit within the scope of this Section. The City has the right to choose and retain such legal counsel as the City deems appropriate. After expenses reach One Hundred Thousand Dollars ($100,000), and each One Hundred Thousand Dollars ($100,000) thereafter, the Parties will confer to review the status of litigation and their options for proceeding or settling, and they will negotiate in good faith about how expenses will be allocated. The Property Owner shall have no obligation to reimburse the City for costs incurred after the date on which the Property Owner gives the City written notice of their decision to settle a case, even if the City does not agree to the settlement. Any settlement of a claim or suit pursuant to this Section is subject to the reasonable approval of the City and Property Owner. If legal action is brought by one of the Parties to enforce a provision of this Agreement, the prevailing party is entitled to reasonable attorneys' fees, expert witness fess, and court costs.

(j) Effective Date. This First Amendment shall become effective on the latest to occur of (the "**First Amendment Effective Date**"): (w) the date that it is duly executed and delivered by the parties hereto; and (z) the effective date of an ordinance approving this First Amendment adopted by the Livermore City Council. For the avoidance of doubt, execution and delivery of this First Amendment and the effectiveness of the approving ordinance are required but shall not, by themselves, cause this First Amendment to become operative pursuant to Section 4 unless and until the Commercial Area Transfer has been completed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and Property Owner have each caused this First Amendment to be duly executed on its behalf.

CITY:

Date: _____

By: _____
Name:
Its: City Manager

Approved as to Form:

By: _____
Name:
Its: City Attorney

Attest:

By: _____
Name:
Its: City Clerk

PROPERTY OWNER:

MCGRATH RENTCORP,
a California corporation

By: _____
Name: Gilda Matek
Title: Chief Legal Officer

Date: 6/30/26

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 SAN FRANCISCO)
On June 30, 2026 before me, Cathy Pruette, Notary Public, personally appeared Gilda Malek, 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

Signature Cathy Pruette (seal)

CATHY PRUETTE
Notary Public - California
San Francisco County
Commission # 2521223
My Comm. Expires Jun 20, 2029

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 _____)
On _____, 2026 before me, _____, Notary Public, personally appeared _____, 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.

Signature:_____ (seal)

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 _____)
On _____, 2026 before me, _____, Notary Public, personally appeared _____, 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.

Signature:_____ (seal)

EXHIBIT 1 – ADJUSTED PROPERTY

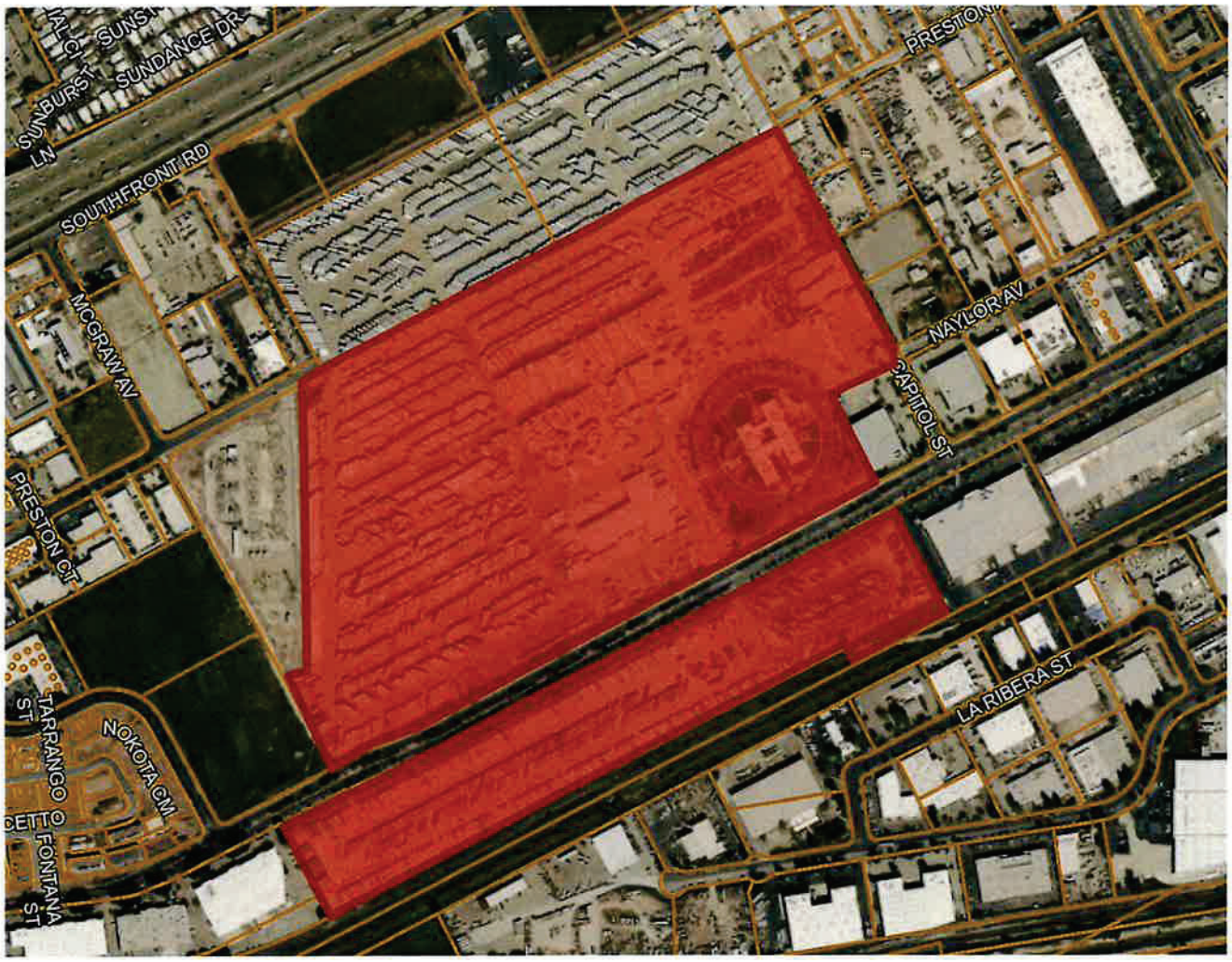
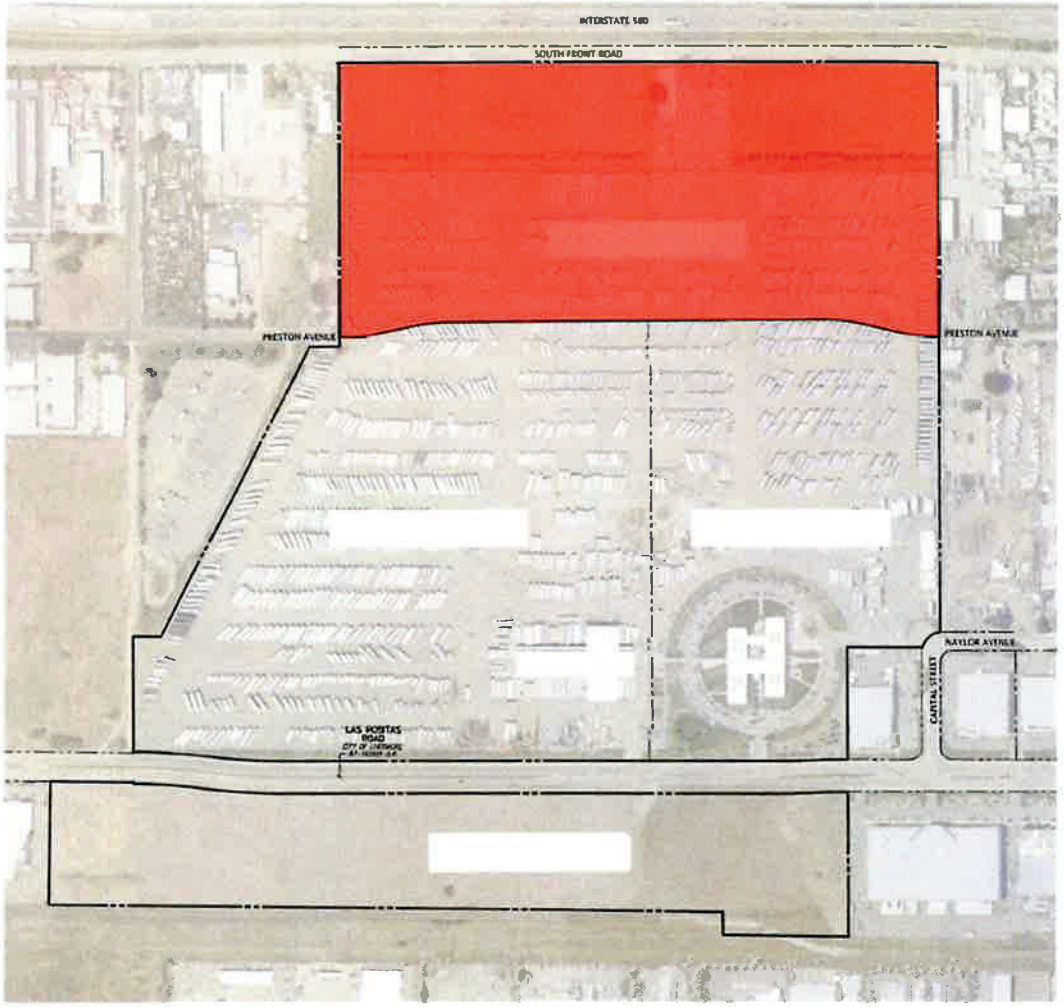


EXHIBIT 2 – COMMERCIAL AREA



LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.19**

DATE: September 14, 2026

TO: Honorable Mayor and City Council

FROM: Kristen Hilton, Acting Administrative Services Director

SUBJECT: Resolution authorizing the execution of an agreement with ROK Technologies, LLC for managed cloud services supporting AWS-hosted ArcGIS Enterprise environment and related software services for three years in an amount not-to-exceed $245,304.

RECOMMENDED ACTION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute an agreement with ROK Technologies, LLC to provide managed cloud services for the City's AWS-hosted ArcGIS Enterprise environment and related services in an amount not-to-exceed $245,304 for a period of three years.

SUMMARY

The proposed agreement with ROK Technologies, LLC provides managed Amazon Web Services ("AWS") within the City's Geographic Information Systems ("GIS") Enterprise environment. AWS is a secure and scalable cloud platform used to host and run the City's GIS infrastructure, which stores critical spatial data to create dashboards and tools for city planning and capital improvement projects. Under the agreement, ROK will deliver comprehensive system administration, including software upgrades, security patching, database maintenance, virtual desktop support, infrastructure monitoring, and incident response. The contract term is three years, from September 1, 2026, through August 31, 2029, with a not-to-exceed amount of $245,304. Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute the agreement.

DISCUSSION

The City's Geographic Information Systems (GIS) environment was previously hosted on an aging on-premises server infrastructure that experienced frequent instability and system crashes. Public-facing GIS sites and internal applications routinely failed, interrupting access to critical spatial data used by multiple City departments. Because the City did not have in-house expertise in GIS infrastructure, cloud architecture, or ArcGIS Enterprise administration, staff were unable to diagnose or resolve these outages. This resulted in extended periods of downtime and significant disruption to City operations.

To maintain basic functionality, the City depended on legacy consultants; however, their long turnaround

times often delayed resolution of urgent issues. As a result, staff could not perform core GIS duties efficiently or, in certain cases, at all. Persistent instability in the GIS environment created operational inefficiencies, limited the City's ability to support department workflows, and impeded delivery of reliable, data-driven services.

ROK Technologies has demonstrated reliable service delivery, improved system uptime, and provided specialized technical expertise. The City has maintained a contract with ROK Technologies for the past two years, and staff is now recommending entering into a three-year agreement to continue their managed services and support through August 31st, 2029.

FISCAL AND ADMINISTRATIVE IMPACTS

The agreement for professional services between the City of Livermore and ROK Technologies, LLC includes a not-to-exceed amount of $245,304 for a period of three years. 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. Resolution
2. Exhibit A - Agreement

Prepared by: Kim Loan Tran
GIS Program Manager

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Kristen Hilton
Acting Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH ROK TECHNOLOGIES, LLC FOR MANAGED CLOUD SERVICES SUPPORTING AMAZON WEB SERVICES ("AWS") HOSTED GEOGRAPHIC INFORMATION SYSTEMS ("GIS") ENTERPRISE ENVIRONMENT AND RELATED SOFTWARE SERVICES IN AN AMOUNT NOT-TO-EXCEED $245,304 FOR A PERIOD OF THREE YEARS

The City's old on-premises GIS system was unreliable, poorly documented, and lacked technical support, causing frequent outages and prolonged downtime. City Staff did not have the expertise to diagnose or resolve these issues, causing major disruptions to various departments like Community Development, Public Safety, and customer-facing operations, and leading to widespread frustration with unstable services and inconsistent data publishing.

To resolve longstanding reliability and support challenges, ROK Technologies, LLC has transitioned the City's GIS operations into a modern, professionally managed cloud environment over the past two years, delivering a sustainable, stable, and service-ready GIS infrastructure on an annual basis.

City Staff are recommending the execution of an extended agreement with ROK Technologies, LLC, in an amount not-to-exceed $245,304 over three years for managed cloud services supporting Amazon Web Services (AWS) Hosted ArcGIS Enterprise environment.

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

1. Authorizes the City Manager to execute an agreement with ROK Technologies, LLC in an amount not-to-exceed $245,304 for a period of three years.

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 September 14, 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Daniel Gonzales
Daniel Gonzales
Deputy City Attorney

Exhibit A – ROK Technologies, LLC Agreement

Docusign Envelope ID: BFE51878-5EDA-82BD-8125-C12A65E8FEF2

EXHIBIT A

26-0038

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this day of , 2026, by and between the City of Livermore ("City"), a municipal corporation, and ROK Technologies, LLC ("Consultant"), a South Carolina Limited Liability Corporation.

RECITALS

City requires professional comprehensive managed cloud services supporting AWS-hosted ArcGIS Enterprise environment, including software updates, incident response, infrastructure monitoring, and virtual desktop support. The services include a dedicated Client Success Manager, 24/7 support availability, system maintenance, security patching, and backup management to ensure operational stability and continuity. Third-party integrations receive limited assistance, while certain areas such as custom development, workflow design, and data processing are explicitly excluded from the service scope.

Consultant represents and warrants that 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 representations and warranties as inducement to award this Agreement to 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 and defined below in Section 3 *Description of Services* subject to the terms and conditions in this Agreement.

2. Relationship of Parties – Independent Contractors.

(a) The relationship of the parties shall be that of independent contractors. Consultant is and shall at all times remain as to City a wholly independent contractor during the term of this Agreement.

(b) Consultant and its personnel performing the Services on behalf of Consultant are not City officers or employees. Consultant's personnel shall at all times be under Consultant's exclusive direction, control, supervision, and management. Consultant, at its own cost and expense, is responsible for all workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the Services by Consultant's personnel.

(c) Consultant and its personnel providing the Services shall not qualify for or become entitled to, and hereby waive any claims to, any compensation, benefit, or any incident in employment by City, including but not limited to enrollment in the California Public Employees Retirement System (PERS) as an employee of City and any entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

(d) Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, and shall have no authority, express or implied, to bind City to any obligation whatsoever.

3. Description of Services. Consultant shall provide the services described in the recitals and more particularly set forth in Exhibit A Scope of Work, which are collectively defined as "the Services" for the purposes of this Agreement.

4. Consultant's Responsibilities. Consultant, at its own cost and expense, shall:

(a) Coordinate the Services with Kim Loan Loan Tran ("Project Manager"), or such other person designated as the Project Manager by City;

(b) At all times faithfully, competently, and diligently perform the Services to the best of its ability, experience, and talent in a courteous manner to the highest industry standards when performing the Services required hereunder. For the purposes of this Agreement the phrase "highest industry standards" means those professional standards recognized by one or more professional consultants performing similar Services under similar circumstances within City's region;

(c) Provide the resources and assign competent Consultant personnel necessary to complete the Services in a timely manner;

(d) Immediately remove and replace, without any cost to City, any member of Consultant's personnel providing the Services to City, in its sole discretion and at any time during this Agreement, directs Consultant to remove and replace, and City agrees to advise Consultant of the reason for the direction for the removal and replacement;

(e) Provide all facilities, goods, materials, and equipment that may be necessary for Consultant's personnel to provide the Services. City may furnish physical facilities such as desks, filing cabinets, and conference space that may be reasonably necessary for Consultant's use for the Services, but in no event shall City be required to furnish any facilities that involve incurring a direct expense such as computer, software, long-distance telephone or other communication charges, vehicles, or document reproduction facilities;

(f) Obtain and keep in effect during the term of this Agreement all necessary licenses, permits, qualifications, insurance, and approvals legally and professionally required for Consultant to practice its profession and to provide the Services, including obtaining a business license from the City of Livermore, and keep them all in effect for the term of this Agreement;

(g) Obtain and complete the appropriate City forms for the City to pay Consultant electronically via the Automated Clearing House (ACH). Those forms may be obtained by email at accountspayable@livermoreca.gov or by calling Accounts Payable staff at (925) 960-4345. If Consultant opts-out of electronic payment, it must likewise complete the appropriate City forms that can be obtained from those same sources for payment by check. The authority granted by those forms will remain in force and effect until the City receives written notification of changes, which changes shall not take effect for at least ten business days to afford City a reasonable opportunity to act;

(h) Provide City with a complete Request for Taxpayer Identification Number and Certification Form W-9 using the form most recently issued by the Internal Revenue Service;

(i) Comply with all applicable state and federal laws, as well as Alameda County and City of Livermore ordinances, regulations, and adopted codes, when providing the Services;

(j) Only invoice City for the Services rendered. Consultant's invoice shall be in writing and describe the Services performed for the payment requested, and if requested by the Project Manager, Consultant shall certify the correctness of any invoice or invoices for Services provided. Consultant shall not submit an invoice to City more frequently than once a calendar month;

(k) 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 three years from the date of City's 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 to take possession, then Consultant and City shall coordinate delivery of the invoices and records to City in the most efficient manner possible;

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

(m) Prepare and submit a written report to the Project Manager, within three 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;

(n) Correct all errors in the Services. If Consultant fails to make such correction in a timely manner, then City may make the correction and then charge the cost thereof to Consultant or deduct that cost from the compensation payable to Consultant;

(o) 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, when providing the Services; and,

(p) 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.

5. Term. The term of this Agreement commences on September 1, 2026, and terminates upon the completion of the Services or August 31, 2029, whichever occurs first.

6. Termination by City. City may terminate any portion or all of the Services by giving Consultant at least 30 calendar-days' written notice. Upon receipt of a termination notice, Consultant shall immediately stop all work in progress on the Services except where necessary to preserve the benefit of the work, and Consultant shall 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 and subject to Section 7.

7. Compensation and Payment.

(a) The total compensation payable by City to Consultant for the Services **SHALL NOT EXCEED** the sum of $245,304 ("not-to-exceed amount").

(b) City shall compensate Consultant for the Services rendered at the hourly rates or task amounts set forth in Exhibit B Fee Schedule, and shall reimburse Consultant for travel expenses and other costs that are identified in Exhibit B, up to the not-to-exceed amount.

(c) Consultant and City acknowledge that compensation paid by City to Consultant pursuant to this Agreement is based upon Consultant's estimated costs to provide the Services, including the salaries and benefits paid by Consultant to its personnel. Consequently, Consultant and City further agree that compensation paid by City to Consultant is intended to include the costs of contributions to any pensions or annuities, or both, to which Consultant and its personnel may be eligible, and that City has no responsibility for contributions beyond the compensation paid to Consultant under this Agreement. As provided this Agreement, the hourly rates, task amounts and reimbursement for specified travel expenses and costs in the Fee Schedule 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, including all taxes Consultant is required to pay.

(d) 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.

(e) City shall pay Consultant via the Automated Clearing House or as otherwise instructed by Consultant pursuant to Section 4(g) above.

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

10. Confidentiality. Consultant shall not disclose any confidential or proprietary information received from City to anyone except Consultant's personnel 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 returned to City or confirmed destroyed in a manner satisfactory 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 or otherwise acceptable to City, City and its elected and appointed officials, officers, directors, employees, agents, and designated volunteers (collectively "Indemnified Parties") 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, 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 the Indemnified Parties. 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 City.

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

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

12. Insurance. Without limiting Consultant's indemnification of the Indemnified Parties, Consultant shall procure and maintain at its own expense during the term of this Agreement policies of insurance in the amounts and under the terms set forth in Exhibit C *Insurance Requirements* against claims and Liability 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. Force Majeure; Service Delays. Should Consultant's performance of the Services be obstructed or delayed due to changes in the Services by City, by any default, act, or omission of City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain goods, materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then Consultant's time for performance may, at City's sole discretion, be extended for such periods as may be agreed upon by City and Consultant. Nothing in this section restricts City's authority in Section 6 to terminate this Agreement.

14. 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.

15. 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.

16. 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 twelve-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.

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

18. Levine Act Compliance. California Government Code section 84308 (Levine Act) prohibits City officers from participating in any action related to a contract, license, permit, or entitlement if the officer receives political contributions from a party, or participant, or agent thereof, that totals more than $500 within the twelve months preceding the decision or within the twelve months following the date of the final decision. Consultant shall review and complete as necessary the City's California Levine Act Disclosure Statement that can be obtained from the City Clerk.

19. Use of Recycled Products. If fitness and quality are equal, then Consultant shall utilize recycled products consistent with the City's Environmentally Preferrable Purchasing and Practices Policy, and as defined in California Public Contract Code Section 12200 for the Services, instead of nonrecycled products whenever recycled products are available at the same or a lesser cost than nonrecycled items. Information on recycled materials can be found here:

- Sustainable Purchasing | StopWaste - Home, Work, School
- Reducing Waste at Work | StopWaste - Home, Work, School
- Recommendations of Specifications, Standards, and Ecolabels for Federal Purchasing | US EPA

20. Non-Exclusive Agreement. This Agreement is non-exclusive. City reserves the right to provide, and to retain other qualified consultants to provide, services that are the same or similar to the Services.

21. Business Entity Status. Consultant is responsible for filling all required documents and forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, as well as the California Business and Professions Code and any other state statute, to the extent such requirements apply to Consultant to provide the Services. By entering into this Agreement, Consultant represents that it is: authorized to do business in California; in good standing with the California Secretary of State; and, in good standing with all agencies having jurisdiction over Consultant, including any licensing agencies. If Consultant is a suspended entity at the time it enters into this Agreement, City may take steps to void this Agreement.

22. Authority to Execute Agreement. Consultant has taken all necessary action to authorize the execution of this Agreement, and expressly represents that the person signing this Agreement on behalf of Consultant has received and accepted the authority to sign and execute this Agreement on behalf of Consultant. Upon the Effective Date, this Agreement shall constitute a legal, valid and binding obligation of Consultant, enforceable against Consultant in accordance with its terms, which authorization is ratified and confirmed upon Consultant's acceptance of the first compensation payment by City.

23. No Subcontracting and No Assignment. Consultant's unique personal competence, experience, specialized personal knowledge, and professional reputation were a substantial inducement to City for the award of this Agreement to Consultant, therefore no part of the Services may be assigned or subcontracted 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.

24. Remedies. All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative, and the invocation of a right or remedy will not be construed to waive or elect a remedy with respect to any other available right or remedy. As a condition precedent to commencing legal action involving a claim or dispute against City arising from this Agreement, Consultant must present a written claim to City in accordance with Livermore Municipal Code Chapter 3.40 *Claims Administration*.

25. Work Eligibility. Consultant warrants that only personnel authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be provided by Consultant for the performance of the Services.

26. Non-Discrimination. In performance of the Services, Consultant agrees that it will not engage in discrimination in employment of persons because of such person's race, color, religion, sex/gender, gender identity/expression, sexual orientation, marital status, medical condition, military or veteran status, national origin, ancestry, disability, genetic information, age, or any protected classification when providing the Services. Consultant further agrees to comply with all provisions of Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in all programs or activities receiving federal financial assistance. Consultant further assures that it will take necessary actions to ensure compliance with these requirements in the performance of this Agreement.

27. Construction of Language.

(a) 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 any exhibit hereto, the language in the body of the Agreement controls.

(b) For the purposes of this Agreement, the terms "writing" and "written" includes electronic documents and communication via email, but not when those terms are used in Sections 6, 12, 23, and Sections 27 through 30 for notices, consent, or modifications. For the notices, consent, and modifications in Sections 6, 12, 23, and Sections 27 through 30, the terms "writing" and "written" means either a physically tangible document or an electronic document that satisfies the requirements in Livermore Municipal Code Section 2.64 Electronic Signatures.

28. 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.

29. 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, with a courtesy copy delivered by email to the email addresses below:

TO CITY:	Attention: Kim Loan Tran City of Livermore / Administrative Services 1052 South Livermore Avenue Livermore, CA, 94550 kltran@livermoreca.gov
Email:	purchasing@livermoreca.gov accountspayable@livermoreca.gov CityAttorney@livermoreca.gov
TO CONSULTANT:	Attention: Samuel James ROK Technologies 1501 Belle Isle Avenue Mount Pleasant, SC, 29464 United States
Email:	sjames@roktech.net

30. Waiver. Failure to insist upon the strict performance of any term or condition 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.

31. 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.

32. Survival. The terms, conditions, and obligations in Sections 2, 8 through 11, 23, 24, 30, and 31 through 33 shall survive the completion or termination of this Agreement.

33. Jurisdiction and Venue. The interpretation, validity, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit, claim, or legal action of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda or in the United States District Court for the Northern District of California.

34. Electronic Signatures. By signing this document, you are agreeing that you have reviewed this disclosure information and consent to transact business using electronic communications and to utilize electronic signatures in lieu of using paper documents pursuant to Livermore Municipal Code section 2.64 *Electronic Signatures* and all other applicable laws. You are not required to sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

35. 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 Exhibit List on the Next 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 set forth in the first paragraph of this Agreement, which is the date that this Agreement was signed on behalf of City after it was signed by Consultant.

CONSULTANT: **Dated:**

DocuSigned by:
Alex Coleman
795F057307AA415...
Alex Coleman
CEO

9/1/2026 | 8:19 AM PDT

CITY OF LIVERMORE: **Dated:**

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

Signed by:
Daniel Gonzales
12B5892BAF3C471...
Deputy/Assistant/Senior Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
A5F7D34BB6A748A...
Risk Manager/Analyst

Exhibits:

Exhibit A – *Scope of Work*
Exhibit B – *Fee Schedule*
Exhibit C – *Insurance Requirements*

Docusign Envelope ID: BFE51878-5EDA-82BD-8125-C12A65E8FEF2

EXHIBIT A
Scope of Work

Scope of Work Description

Cloud GIS Implementation and Managed Services for the City of Livermore, CA (09/01/2026 to 08/31/2029): ROK Technologies, LLC will provide implementation and ongoing managed services for the City's AWS cloud environment and Esri ArcGIS® Enterprise software. Services include technical support, system upgrades, infrastructure management, and virtual desktop support. The goal is to ensure the health, efficiency, and security of GIS and IT resources, allowing City staff to focus on core business activities.

Contractor/Vendor Responsibilities

1. Provide a dedicated Client Success Manager as the single point of contact.
2. Manage and accelerate delivery of technical services.
3. Conduct scheduled business reviews.
4. Provide 24/7 client support via Gateway and toll-free line.
5. Upgrade, patch, and configure Esri COTS applications as requested.
6. Install and configure new Esri COTS and apply critical security patches.
7. Perform all database backups, maintenance, and health checks.
8. Assist with installation and configuration of third-party applications as requested.
9. Manage OS updates and patches for managed virtual machines.
10. Monitor infrastructure health and respond to incidents within 2 hours.
11. Run and retain VM and SQL backups per contract specifications.
12. Provide ongoing support for ArcGIS Pro and Desktop on virtual desktop solutions.
13. Rebuild and recover VDI host(s) with ArcGIS Pro, revert to a previously captured base image to expedite recovery or provisioning process and restore a clean version of Windows OS and VDI environment. VDI host(s) by also be restored from backup or the most recent snapshot functionality.
14. Backup and restoration of profile data and GIS-related content will be a join responsibility between ROK and City of Livermore.

City Project Manager Responsibilities

1. Provide ROK with access to My.Esri.com account and install monitoring agent in the cloud environment.
2. Gather software requirements for third-party applications.
3. Update and patch third-party software and accept responsibility for related issues.
4. Coordinate meetings between ROK and third-party vendors as needed.
5. Permit remote access technologies for service delivery.
6. Notify ROK of changes in backup requirements.
7. Contact ROK for scheduling changes one to two weeks in advance.
8. Jointly work with ROK to ensure profile data and GIS-related content is backed up and restored for proper data recovery with minimal disruption.

Deliverables

1. Fully managed AWS cloud GIS environment.
2. Regular upgrades and patches for Esri COTS applications.
3. Database backups and maintenance reports.
4. Incident tracking and resolution reports.
5. Infrastructure monitoring and response logs.
6. Virtual desktop provisioning and support documentation.
7. Backup frequency and retention documentation.

Schedule & Timeline

- Proactive scheduling with City; special requests accommodated as possible.
- Backup schedule: 2 full VM backups per day, 1-month retention; 4 differential SQL backups per day, 1-month retention; 1 full SQL backup per week, 1-month retention; 12-month retention for first full backup each month.

EXHIBIT B
FEE SCHEDULE

The Contractor shall be compensated for the services identified in Exhibits A to this Agreement as follows:

1. **Maximum Not to Exceed amount.**

   A. The maximum the Contractor shall be paid on this Agreement is $245,304 hereafter the Not to Exceed amount. The Not to Exceed amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work not identified in Exhibit A.

   B. Standard Reimbursable Items: Only the reimbursable items identified shall be compensated to the Contractor. Reimbursable expenses will be reimbursed without markup. Reimbursable expenses shall not exceed the amount set forth in section 1.A of this Exhibit and a copy of the original invoice for the items listed in sections 1, 2 or 3 below shall be attached to the invoice submitted to the City for reimbursement. Payments shall be based upon work documents submitted by the Contractor to the City and accepted by the City as being satisfactory to City's needs. Additionally, items such as a telephone, fax, postage or freight are already included in the billable hourly rate. Contractor shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary, and actually incurred, by the Contractor in connection with the services:

      1. Expenses, fees or charges for printing, reproduction, or binding of documents at actual costs with no markup added to the actual cost.

      2. Any filing fees, permit fees, or other fees paid or advanced by the Contractor at actual costs with no markup added to the actual cost.

      3. Travel expenses shall be reimbursed at actual costs with no markup added to the actual cost.

   C. The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the Not to Exceed amount is reached. Thereafter, Contractor must complete services based on the Agreement without additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.

D. If work is completed before the Not to Exceed amount is reached, the Contractor's compensation will be based on the Contractor's invoices previously submitted for acceptable work performed and approved.

2. **Pricing**

PRICING

Statement of Work Pricing Details	Cost Summary
Managed Cloud Services and Cloud Infrastructure Monthly Cost	$7,172
Managed Cloud Services and Cloud Infrastructure Annual Cost	$86,064
Multi-year Renewal Discount (Annual)	$4,296
Annual Total Cost	$81,768

3. **Hourly Rates.** No hourly rates are applicable.

4. **Terms of Payments.** Net 30, invoiced annually.

5. **Invoices.** Each invoice submitted shall identify the specific task(s) listedin Exhibit A and this Exhibit. Invoices shall be submitted to the below address:

City of Livermore
Administrative Services/Information Technology
Attention: Kim Loan Tran
1052 South Livermore Avenue
Livermore, CA 94550
kltran@livermoreca.gov

EXHIBIT C

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

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

Deductibles and Self-Insured Retention

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

Acceptability of Insurers

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

Other Insurance Provisions

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

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

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.

Docusign Envelope ID: BFE51878-5EDA-82BD-8125-C12A65E8FEF2

Exhibit A

THIS FORM IS TO BE COMPLETED BY CITY STAFF ONLY

CITY OF LIVERMORE
DETERMINATION OF CONFLICT OF INTEREST
REPORTING FOR CONSULTANTS

Consultant Name (include name(s) and title(s) of specific person(s) doing work under the contract).

ROK Technologies, LLC

Contract/Project Title.

Professional Services Agreement

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

Services to perform implementation and managed services related to and in support of the City's AWS environment and Esri ArcGIS® Enterprise software.

Is the Consultant making, participating in making, or influencing a governmental decision?	Yes ☐; No ☒.
Is the Consultant performing work similar to work done by an employee identified in the City of Livermore Conflict of Interest Code? https://www.codepublishing.com/CA/Livermore/Municipal/Livermore01/Livermore0128.html#1.28	Yes ☐; No ☒. **If YES**, please identify the Position Title of the designated employee(s):
Name, address, direct email, and phone number of each individual subject to reporting requirements or indicate section and page number in contract where this information can be found. This is needed for Form 700 filing.	

Department Head

Signature: Signed by: kristen l Hilton 35C999442F324AA... Date: 9/2/2026 | 12:23 PM PDT

Signature, Name, Title

City Attorney Determination:

Disclosure: ☒ None ☐ Category 1 ☐ Category 2

N/A

Comments:

Role not making discretionary decisions foreseeably impacting public financial interests

Deputy/Assistant/Senior Assistant/City Attorney

Signature: Signed by: katherine Mirassou D48B6A0C4F27411... Date: 9/8/2026 | 8:14 AM PDT

Signature, Name, Title

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.20**

DATE: September 14, 2026

TO: Honorable Mayor and City Council

FROM: Benny Stuth, Airport Manager

SUBJECT: Resolution authorizing the City Manager, or her designee, to execute a Grant Agreement with the Federal Aviation Administration (FAA) accepting $729,660 to update the Airport Layout Plan with Narrative Report and appropriate the necessary funds to complete the project.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution to:

1. Authorize the City Manager, or designee, to accept and execute the Federal Aviation Administration Airport Infrastructure Grant Agreement No. 3-06-0123-036-2026 and accept $729,660 in grant funds;
2. Appropriate $729,660 in FAA grant funds to Capital Improvement Project AR202720 for the Airport Layout Plan Update with Narrative Report;
3. Appropriate $76,806 from the Livermore Municipal Airport Enterprise Fund to Capital Improvement Project AR202720 to satisfy the required local match and provide for additional funding for project budget flexibility;
4. Authorize the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including making minor changes to the grant funding documents.

SUMMARY

The Airport Layout Plan Update with Narrative Report, Airport Geographic Information System (AGIS) Obstruction Survey, and supporting environmental baseline studies will provide the planning, mapping, engineering, and environmental foundation necessary to guide future airport development, maintain compliance with FAA planning requirements, and support future FAA-funded capital improvement projects.

Approval of this item will authorize the City Manager, or her designee, to execute FAA Airport Infrastructure Grant Agreement No. 3-06-0123-036-2026 and accept the $729,660 FAA grant award.

DISCUSSION

Airport Infrastructure Grant Program and Airport Layout Plan

The Livermore Municipal Airport (Airport) is a public-use airport owned and operated by the City of Livermore (the Airport Sponsor). The City undertakes routine capital infrastructure and planning projects to maintain the Airport and keep it operational. The FAA provides grant monies to eligible airports for infrastructure and planning projects through the Airport Infrastructure Grant (AIG) program.

The FAA requires Airport Sponsors to maintain a current Airport Layout Plan (ALP) as the official planning document identifying existing airport facilities, potential future development sites, land use, and airspace considerations. The Airport's current FAA-approved ALP was completed in 2014 and needs to be updated to reflect existing conditions, current FAA design standards, projected aviation demand, and planned land use. As part of the update process, the project also includes an AGIS Obstruction Survey and supporting environmental baseline studies.

Selection and Grant Requirements

Airport capital projects are identified and prioritized annually through the FAA's Airport Capital Improvement Program (ACIP), which must be approved by the FAA before becoming eligible for AIG funding. On May 28, 2026, the FAA notified the City that funding for the ALP Update with Narrative Report could be available during the current funding cycle if a complete grant application was submitted by July 20, 2026.

The City submitted its grant application and, following review of the application, the FAA selected the ALP Update with Narrative Report for a $729,660 grant award, representing ninety-five percent (95%) of eligible project costs. On September 4, 2026, the FAA transmitted Airport Infrastructure Grant Agreement No. 3-06-0123-036-2026 to the City.

In order to receive the grant funds, the City must:

1. Program the project into the local Capital Improvement Plan (CIP);
2. Provide the required local funds match;
3. Enter into a Grant Agreement by the acceptance deadline established by the FAA, as authorized by the local legislative body; and,
4. Agree to the applicable FAA Grant Assurances.

On July 27, 2026, the City Council approved the addition of the ALP Update with Narrative Report to the City's Five-Year CIP under Capital Improvement Project AR202720, which also included another project, the Electric Master Utility Plan. Subsequent to that Council action and submission of the original grant application, the FAA requested that the projects identified in Capital Improvement Project AR202720 be separated into two distinct grant applications and grant awards: one for the ALP Update with Narrative Report, including the AGIS Obstruction Survey and environmental baseline studies, and a second for the Electric Master Utility Plan. The FAA did not require the City to similarly separate the locally approved Capital Improvement Project. Accordingly, both FAA grant awards will remain under Capital Improvement Project AR202720, with separate sub-fund codes established to independently track revenues and expenditures associated with each grant.

The Grant Agreement must be signed by September 16, 2026, to remain eligible for funding. Failure to accept and execute the FAA Grant Agreement will delay the project until the next federal funding cycle, resulting in an approximate one-year delay to the ALP Update. Such a delay would postpone future FAA-

funded capital improvement projects that depend on completion of these planning efforts and could impact the Airport's overall capital improvement schedule.

The City Attorney's Office and Administrative Services Department have reviewed FAA Airport Infrastructure Grant Agreement No. 3-06-0123-036-2026.

Next Steps

Following City Council approval of the grant resolution, the City Manager, or designee, would execute the Grant Agreement and accept the $729,660 grant award.

The remaining $76,806, comprised of the local grant match and additional project funding for flexibility, will be funded through the Livermore Municipal Airport Enterprise Fund. This funding opportunity will enable the Airport to leverage available federal AIG funds while completing the Airport's primary planning effort for the next decade.

ENVIRONMENTAL DOCUMENTATION

The acceptance of FAA grant funds and appropriation of those funds to prepare the Airport Layout Plan Update does not constitute a project under the California Environmental Quality Act (CEQA) Section 21065 and CEQA Guidelines Section 15378. The appropriation of funds for preparation of the Airport Layout Plan Update does not have the potential for resulting in either a direct or a reasonably foreseeable indirect physical change to the environment. Therefore, no environmental review under CEQA is required.

FISCAL AND ADMINISTRATIVE IMPACTS

Funding for the project, AR202720, is anticipated to consist of FAA Airport Infrastructure Grant (AIG) funds and Airport Enterprise Funds. As shown in the table below, the total project budget is $806,466 with $76,806 in Airport Enterprise Funds (Fund 600) and $729,660 in Federal Grant Funds (Fund 601). The required local match is $38,403. The proposed Airport Enterprise Fund appropriation includes an additional $38,403 above the minimum required local match to provide budget flexibility during project implementation, if needed.

Fund	FY 25/26	FY26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	Total
Airport Enterprise Fund (600)	0	$76,806	0	0	0	0	$76,806
Federal Grant - Airport (601)	0	$729,660	0	0	0	0	$729,660
Total	0	$806,466	0	0	0	0	$806,466

COMMUNITY PILLAR

5. A City That Works

GOAL

14. Develop, operate, and maintain the City's infrastructure.

ATTACHMENTS

1. FAA Application - Airport Layout Plan
2. FAA Amended Application - Airport Layout Plan
3. City CIP Project Sheet
4. Resolution
5. Exhibit A - FAA Grant Agreement

Prepared by: Benedict Stuth
Airport Manager

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Kristen Hilton
Acting Administrative Services Director

GRANT APPLICATION
INFRASTRUCTURE INVESTMENT AND JOBS ACT (IIJA)

For

Airport Layout Plan Update with Narrative Report
and
Electric Master Utility Plan

FY 2026

LIVERMORE MUNICIPAL AIRPORT

Submitted to the

Federal Aviation Administration

by the

CITY OF LIVERMORE

July 2026

ATTACHMENT 1

OMB Number: 2120-0569
Expiration Date: 12/31/2026

Application for Federal Assistance SF-424

*1. Type of Submission:	*2. Type of Application	*If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	* Other (Specify)
☐ Changed/Corrected Application	☐ Revision	

*3. Date Received:

4. Applicant Identifier: LVK

5a. Federal Entity Identifier:

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by **State**:

7. **State** Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Livermore

*b. Employer/Taxpayer Identification Number (EIN/TIN): 94-600035

*c. UEI: KGBMZK3CQF36

d. Address:

*Street 1: 1052 S. Livermore Avenue

Street 2:

*City: Livermore

County/Parish: Alameda

*State: Province: CA

*Country: United States

*Zip / Postal Code 94550-4813

e. Organizational Unit:

Department Name: Innovation & Economic Development

Division Name: Airport

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Benedict

Middle Name:

*Last Name: Stuth

Suffix:

Title: Airport Manager

Organizational Affiliation: City of Livermore

*Telephone Number: 925-960-8221

Fax Number:

*Email: bjstuth@livermoreca.gov

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

***11. Catalog of Federal Domestic Assistance Number:**

CFDA No: 20.117 CFDA Title: Airport Infrastructure Grants (AIG)

***12. Funding Opportunity Number:**

N/A

*Title:

N/A

13. Competition Identification Number:

N/A

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Livermore, County of Alameda, California

***15. Descriptive Title of Applicant's Project:**

Airport Layout Plan Update with Narrative Report (including AGIS Survey and Environmental Baseline Surveys) and Electric Master Utility Plan

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: California-14 *b. Program/Project: California-14

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 10/01/2026 *b. End Date: 03/31/2028

18. Estimated Funding ($):

*a. Federal	$ 1,031,210
*b. Applicant	$ 54,274
*c. State	$ 0
*d. Local	$ 0
*e. Other	$ 0
*f. Program Income	$ 0
*g. TOTAL	$ 1,085,484

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☒ a. This application was made available to the State under the Executive Order 12372 Process for review on 07/17/2026.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mrs. *First Name: Marianna

Middle Name: A.

*Last Name: Burch

Suffix:

*Title: City Manager

*Telephone Number: 925-960-4040 Fax Number:

* Email: maburch@livermoreca.gov

*Signature of Authorized Representative: Marianna A. Burch *Date Signed: 7/20/2026

U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 12/31/2026

Application for Federal Assistance (Planning Projects)

Part II – Project Approval Information

Section A – Statutory Requirements

The term "Sponsor" refers to the applicant name as provided in box 8 of the associated SF-424 form.

Item 1 Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	☒ Yes ☐ No
Item 2 Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	☒ Yes ☐ No ☐ N/A
Item 3 Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	☐ Yes ☒ No ☐ N/A
Item 4 Is the project covered by another Federal assistance program? If yes, please identify other funding sources by the Catalog of Federal Domestic Assistance (CFDA) number. CFDA: _____	☐ Yes ☒ No ☐ N/A
Item 5 Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	☐ Yes ☒ No ☐ N/A
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply: ☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414 ☐ Negotiated Rate equal to ____% as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII) *Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.*	

Section B – Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Part III – Budget Information

Section A – Budget Summary

Grant Program (a)	Federal Catalog No (b)	New or Revised Budget		
		Federal (c)	Non-Federal (d)	Total (e)
1. Airport Improvement Program	20-106	$ 1,031,210	$ 54,274	$ 1,085,484
2.				
3. TOTALS		$ 1,031,210	$ 54,274	$ 1,085,484

Section B – Budget Categories (All Grant Programs)

4. Object Class Categories	Airport Improvement Program (1)		Other Program (2)		Total
	Amount	Adjustment + or (-) Amount (Use only for revisions)	Amount	Adjustment + or (-) Amount (Use only for revisions)	
a. Administrative expense	$ 15,200	$	$ 800	$	$ 16,000
b. Airport Planning	1,016,010		53,474		1,069,484
c. Environmental Planning					
d. Noise Compatibility Planning					
e. Subtotal	1,031,210		54,274		1,085,484
f. Program Income					
g. TOTALS (line e minus line f)	$ 1,031,210	$	$ 54,274	$	$ 1,085,484

Section C – Non-Federal Resources

Grant Program (a)	Applicant (b)	State (c)	Other Sources (d)	Total (e)
5. Sponsor Match	$ 54,274	$	$	$ 54,274
6.				
7. TOTALS	$ 54,274	$	$	$ 54,274

Section D – Forecasted Cash Needs

Source of funds	Total for Project	1st Year	2nd Year	3rd Year	4th Year
8. Federal	$ 1,031,210	$ 515,605	$ 515,605	$	$
9. Non-Federal	54,274	27,137	27,137		
10. TOTAL	$ 1,085,484	$ 542,742	$ 542,742	$	$

Section E – Other Budget Information

11. Other Remarks: (attach sheets if necessary)

Part IV - Program Narrative

(Suggested Format)

PROJECT: Airport Layout Plan (ALP) Update with Narrative Report and Electric Master Utility Plan (EMUP)

AIRPORT: Livermore Municipal Airport (LVK)

1. Objective:

The primary objective of the ALP/Narrative is to evaluate the existing conditions at LVK, forecast future demand, determine immediate and future facility needs, identify appropriate airport improvements to meet safety and demand, and update the ALP drawing set. The ALP/Narrative will serve to help provide guidance to airport staff, the City of Livermore, and surrounding areas. The study will also include an AGIS survey, environmental surveys, and public outreach. The EMUP will assist the airport with understanding its electrical needs for the next several years by assessing the existing electrical infrastructure, projecting future demand based on a series of development considerations and operational changes, and determining what improvements are needed to meet electrical demand. This will be important as the airport evolves and looks to serve emerging technologies.

2. Benefits Anticipated:

The preparation of the ALP/Narrative and EMUP will allow the City of Livermore and the FAA to address changes in the use and demand of the airport given the local growth and economic conditions. The airport has implemented several projects since the last planning study, and it is time to re-evaluate the needs of the airport in order to outline future growth and development opportunities. The ALP/Narrative, EMUP, and supporting documentation will serve as a guide for future airport improvements and establish priorities for the overall safety and development of the facility.

3. Approach: *(See approved Scope of Work in Final Application)*

The City of Livermore has retained Coffman Associates, a Pape-Dawson company, for the preparation of the ALP/Narrative. Airbiz will serve as a subconsultant to Coffman Associates in the preparation of the EMUP. The studies will be prepared in accordance with FAA guidelines and requirements. The scope of services for the ALP/Narrative and EMUP have been coordinated with the FAA and are attached to this grant application package.

4. Geographic Location:

Livermore Municipal Airport is located in the City of Livermore, in Alameda County, California.

5. If Applicable, Provide Additional Information:

N/A

6. Sponsor's Representative: *(include address & telephone number)*

Marianna A. Burch, City Manager, City of Livermore
1052 S. Livermore Avenue, Livermore, CA 94550; 925-960-4040

ATTACHMENT 3

Airport Sponsor Assurances

Including DOT Title VI Assurances

LIVERMORE MUNICIPAL AIRPORT

LIVERMORE, ALAMEDA COUNTY, CALIFORNIA

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. **Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements**

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.[1, 2]
f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]
g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]
l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]
s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]
t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]
u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]
v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 U.S.C. 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for

residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

   The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance-Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for

certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not

conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or

transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. In a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or
2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The ([Selection Criteria: Sponsor Name]), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of

race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

   a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

   b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;

2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);

3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
   1. Reinvestment in an approved noise compatibility project;
   2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction

management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;
2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

FAA
Airports

Current FAA Advisory Circulars Required for Use in AIP Funded, IIJA Funded, and PFC Approved Projects

Updated: 03/05/2025

View current and previous versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/. [1]

NUMBER	TITLE
70/7460-1M	Obstruction Marking and Lighting
150/5000-9B	Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B, Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28G	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D, Changes 1 - 2	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C, Changes 1 - 2	Airport Emergency Plan
150/5200-33C	Hazardous Wildlife Attractants on or near Airports

[1] All grant recipients are responsible for reviewing errata sheets and addendums pertaining to these Advisory Circulars.

NUMBER	TITLE
150/5200-34A	Construction or Establishment of Landfills Near Public Airports
150/5200-38	Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7E	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14C	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19B	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23A	Frangible Connections
150/5220-24	Airport Foreign Object Debris (FOD) Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5230-4C	Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports
150/5300-13B, Change 1	Airport Design
150/5300-14D	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects

NUMBER	TITLE
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C, Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B, Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5300-19	Airport Data and Information Program
150/5300-20	Submission of On-Airport Proposals for Aeronautical Study
150/5320-5D	Airport Drainage Design
150/5320-6G	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5D	Standardized Method of Reporting Airport Pavement Strength - PCR
150/5340-1M, Change 1	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18H	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Specifications for Airport Lighting Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors

NUMBER	TITLE
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26E	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27F	FAA Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39E	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42K	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44L	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46F	Specification for Runway, Taxiway, Heliport, and Vertiport Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities

NUMBER	TITLE
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2D	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL ADVISORY CIRCULARS APPLY TO AIP AND IIJA PROJECTS ONLY

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5100-21	State Block Grant Program
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects

ATTACHMENT 4

SYTSTEM FOR AWARD MANAGEMENT

(SAM)

LIVERMORE MUNICIPAL AIRPORT

LIVERMORE, ALAMEDA COUNTY, CALIFORNIA

SAM.GOV

CITY OF LIVERMORE

Unique Entity ID KGBMZK3CQF36	CAGE / NCAGE 53GC5	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Nov 25, 2026	
Physical Address 1052 S Livermore AVE Livermore, California 94550-4813 United States	Mailing Address 1052 South Livermore AVE Livermore, California 94550-4813 United States	

Business Information

Doing Business as CITY OF LIVERMORE	Division Name (blank)	Division Number (blank)
Congressional District California 14	State / Country of Incorporation (blank) / (blank)	URL http://www.LivermoreCA.gov

Registration Dates

Activation Date Nov 27, 2025	Submission Date Nov 25, 2025	Initial Registration Date May 28, 2008

Entity Dates

Entity Start Date Apr 1, 1876	Fiscal Year End Close Date Jun 30

Immediate Owner

CAGE (blank)	Legal Business Name (blank)

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure U.S. Government Entity	Entity Type US Local Government	Organization Factors (blank)
Profit Structure (blank)		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Government Types

U.S. Local Government
Municipality
City

Other Government Entities

Council of Governments

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	No

EFT Indicator	CAGE Code
0000	53GC5

Points of Contact

Electronic Business

Tze-Ki Lam, Management Analyst

1052 S. Livermore Avenue
Livermore, California 94550
United States

Government Business

Tze-Ki Lam, Management Analyst

1052 S. Livermore Avenue
Livermore, California 94550
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	925110	Administration Of Housing Programs
	922160	Fire Protection

Disaster Response

This entity does not appear in the disaster response registry.

ATTACHMENT 5

SPONSOR CERTIFICATIONS

LIVERMORE MUNICIPAL AIRPORT

LIVERMORE, ALAMEDA COUNTY, CALIFORNIA

This attachment consists of the following Sponsor Certifications:

Drug-Free Workplace

Selection of Consultants

Potential Conflicts of Interests

U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 12/31/2026

Drug-Free Workplace
Airport Improvement Program Sponsor Certification

Sponsor: City of Livermore

Airport: Livermore Municipal Airport (LVK)

Project Number:

Description of Work: Airport Layout Plan Update with Narrative Report and Electric Master Utility Plan

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

   ☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

   a. The dangers of drug abuse in the workplace;

   b. The sponsor's policy of maintaining a drug-free workplace;

   c. Any available drug counseling, rehabilitation, and employee assistance programs; and

   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

   ☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

   ☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

   a. Abide by the terms of the statement; and

   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

   ☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

   ☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

   a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and

   b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

   ☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

   ☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1
Name of Location: Livermore Municipal Airport
Address: 680 Terminal Circle, Livermore, CA 94551

Location 2 (if applicable)
Name of Location:
Address:

Location 3 (if applicable)
Name of Location:
Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 17th day of July, 2026.

Name of Sponsor: City of Livermore

Name of Sponsor's Authorized Official: Marianna A. Burch

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: Marianna A. Burch

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 12/31/2026

Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor: City of Livermore

Airport: Livermore Municipal Airport (LVK)

Project Number:

Description of Work: Airport Layout Plan Update with Narrative Report and Electric Master Utility Plan

Application
49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements
Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

   ☒ Yes ☐ No ☐ N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

5. Sponsor has publicized or will publicize a RFQ that:

   a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and

   b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).

   ☒ Yes ☐ No ☐ N/A

6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).

   ☒ Yes ☐ No ☐ N/A

7. Sponsor has verified or will verify that agreements exceeding $25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).

   ☒ Yes ☐ No ☐ N/A

8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:

   a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and

   b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).

   ☒ Yes ☐ No ☐ N/A

9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).

   ☒ Yes ☐ No ☐ N/A

10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).

    ☒ Yes ☐ No ☐ N/A

11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).

    ☒ Yes ☐ No ☐ N/A

12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)

    ☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

    a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));

    b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and

    c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

    ☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 17th day of July, 2026.

Name of Sponsor: City of Livermore

Name of Sponsor's Authorized Official: Marianna A. Burch

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: Marianna A. Burch

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 12/31/2026

Certification and Disclosure Regarding Potential Conflicts of Interest
Airport Improvement Program Sponsor Certification

Sponsor: City of Livermore

Airport: Livermore Municipal Airport (LVK)

Project Number:

Description of Work: Airport Layout Plan Update with Narrative Report and Electric Master Utility Plan

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

a) The employee, officer or agent,

b) Any member of his immediate family,

c) His or her partner, or

d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

   ☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

   ☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

   ☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 17th day of July , 2026 .

Name of Sponsor: City of Livermore

Name of Sponsor's Authorized Official: Marianna A. Burch

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: Marianna A. Burch

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Application for Federal Assistance SF-424

*1. Type of Submission:
- ☐ Preapplication
- ☒ Application
- ☐ Changed/Corrected Application

*2. Type of Application
- ☒ New
- ☐ Continuation
- ☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier: LVK

5a. Federal Entity Identifier:

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by **State**:

7. **State** Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Livermore

*b. Employer/Taxpayer Identification Number (EIN/TIN): 94-600035

*c. UEI: KGBMZK3CQF36

d. Address:

*Street 1: 1052 S. Livermore Avenue
Street 2:
*City: Livermore
County/Parish: Alameda
*State: Province: CA
*Country: United States
*Zip / Postal Code 94550-4813

e. Organizational Unit:

Department Name: Innovation & Economic Development

Division Name: Airport

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Benedict
Middle Name:
*Last Name: Stuth
Suffix:

Title: Airport Manager

Organizational Affiliation: City of Livermore

*Telephone Number: 925-960-8221 Fax Number:

*Email: bjstuth@livermoreca.gov

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

***11. Catalog of Federal Domestic Assistance Number:**

CFDA No: 20.117 CFDA Title: Airport Infrastructure Grants (AIG)

***12. Funding Opportunity Number:**

N/A

*Title:

N/A

13. Competition Identification Number:

N/A

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Livermore, County of Alameda, California

***15. Descriptive Title of Applicant's Project:**

Airport Layout Plan Update with Narrative Report (including AGIS Survey and Environmental Baseline Surveys)

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: California-14 *b. Program/Project: California-14

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 10/01/2026 *b. End Date: 03/31/2028

18. Estimated Funding ($):

*a. Federal	$ 729,660
*b. Applicant	$ 38,403
*c. State	$ 0
*d. Local	$ 0
*e. Other	$ 0
*f. Program Income	$ 0
*g. TOTAL	$ 768,063

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☒ a. This application was made available to the State under the Executive Order 12372 Process for review on 07/31/2026.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mrs. *First Name: Marianna

Middle Name: A.

*Last Name: Burch

Suffix:

*Title: City Manager

*Telephone Number: 925-960-4040 Fax Number:

* Email: maburch@livermoreca.gov

*Signature of Authorized Representative: Marianna A. Burch *Date Signed: 8/3/2026

AIRPORT LAYOUT PLAN AND TECHNICAL STUDIES

Project No.: AR202720

COMMUNITY PILLAR: A City That Works

GOAL: 14: Develop, operate, and maintain the City's infrastructure.

FUNDING: A F.A.A. grant will cover the majority of the project with matching from a state grant and the Airport Operating Fund.

O&M COST ASSUMPTIONS: There will be no additional O&M costs for this project.

PROJECT LOCATION

Airport

Project Description:

This project includes a series of planning and technical studies to help the airport understand its operational and infrastructure needs over the next 10 years while positioning it for future development opportunities. Work on this project will include:

Airport Layout Plan (ALP): The ALP update will inventory existing airport conditions and prepare 20-year aviation demand forecasts for aircraft operations, based aircraft, and the airport's critical design aircraft. It will evaluate airfield and landside facility needs, develop alternatives to satisfy future development potential including an airport development concept and recommend capital improvement projects with cost estimates. It will also include preparing an ALP drawing set and coordinating with the FAA's San Francisco Airports District Office for review and approval. An FAA approved ALP will support future grant funding opportunities.

Obstruction Survey (AGIS): This survey will collect on-airport mapping and surrounding area data to support development of the ALP drawing set helping to protect arrivals and departures at the airport.

Electric Master Utility Plan (EMUP): The EMUP will assess the airport's existing electrical infrastructure, project future demand based on development considerations and operational changes, and identify improvements needed to meet a future demand scenario. The plan will provide a 10-year strategy that identifies necessary utility improvements, when they should occur, and how they might be funded. It will include an opportunity and risk assessment, and recommend capital improvement projects which will help the airport remain ahead of demand while it positions itself to capitalize on opportunities.

Environmental baseline surveys: Surveys will be conducted for biological resources including federally and state-listed threatened and endangered species, designated critical habitat, jurisdictional waters, and other sensitive resources. Survey's will also be conducted for cultural resources, including the built environment.

CITY OF LIVERMORE CALIFORNIA

Project Justification:

The Airport Layout Plan (ALP) Update with Narrative Report will provide a comprehensive planning study of the Livermore Municipal Airport (LVK) that meets prescribed criteria set forth by the Federal Aviation Administration (FAA). The FAA recommends that airports update their planning documents every 7-10 years, or as demand dictates, to ensure plans are up-to-date and reflect current conditions, FAA regulations, and consider future activities and operations that could take place. The last FAA-prescribed planning study for LVK is over 10 years old, which was an ALP Update and Narrative Report completed in 2014. The current study will be funded through the FAA's Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG), which provides 95% of the total project cost.

PROJECT FUNDING

Fund	FY2025-26	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-45	Total
Airport Operating Fund (600)	$0	$107,680	$0	$0	$0	$0	**$107,680**
Federal Grant- Airport (601)	$0	$1,022,960	$0	$0	$0	$0	**$1,022,960**
TOTAL	**$0**	**$1,130,640**	**$0**	**$0**	**$0**	**$0**	**$1,130,640**

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE A GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) ACCEPTING $729,660 TO UPDATE THE AIRPORT LAYOUT PLAN WITH NARRATIVE REPORT AND APPROPRIATE THE NECESSARY FUNDS TO COMPLETE THE PROJECT

The Livermore Municipal Airport is a public-use airport owned and operated by the City of Livermore and is subject to the jurisdiction and requirements of the Federal Aviation Administration (FAA).

The FAA requires Airport Sponsors to maintain a current Airport Layout Plan (ALP) as the official planning document identifying existing airport facilities, future development, land use, and airspace considerations. The Airport's current FAA-approved Airport Layout Plan was completed in 2014 and needs to be updated to reflect existing conditions, current FAA design standards, projected aviation demand, and planned land use. As part of the update process, the project also includes an Airport Geographic Information System (AGIS) Obstruction Survey and supporting environmental baseline studies.

On July 20, 2026, the City submitted an application to the FAA for Airport Infrastructure Grant funding for the Airport Layout Plan Update with Narrative Report, Airport Geographic Information System (AGIS) Obstruction Survey, and supporting environmental baseline studies. Following review of the City's application, the FAA notified the City that the project has been selected for funding and is expected to transmit the Airport Infrastructure Grant Agreement electronically.

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

1. Authorizes the City Manager, or designee, to accept and execute the Federal Aviation Administration (FAA) Airport Infrastructure Grant Agreement, attached hereto as Exhibit A;
2. Appropriates $729,660 in FAA grant funds to Capital Improvement Project AR202720 for the Airport Layout Plan Update with Narrative Report;
3. Appropriates $76,806 from the Livermore Municipal Airport Enterprise Fund to Capital Improvement Project AR202720, including funding for the required local match and additional project budget flexibility;
4. Authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including making changes to the grant funding documents, which shall by approved as to form by the City Attorney or her designee.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 14, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Senior Assistant City Attorney

Exhibit A – Grant Agreement

U.S. Department of Transportation Federal Aviation Administration

Airports Division Western-Pacific Region California

**San Francisco Airports District Office:
2999 Oak Road, Suite 200
Walnut Creek, CA 94597**

Mrs. Marianna Burch
City Manager
City of Livermore
1052 S Livermore Avenue
Livermore, CA 94550

Dear Mrs. Marianna Burch:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Project No. 3-06-0123-036-2026 at Livermore Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

***Steps You Must Take to Enter Into Agreement*.**

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 16, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend $1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Jeffrey Spencer, (925) 546-6448, jeffrey.l.spencer@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Amy Choi
SFO ADO Manager

U.S. Department of Transportation Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT INFRASTRUCTURE GRANT (AIG) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date _____

Airport/Planning Area Livermore Municipal Airport

Airport Grant Number 3-06-0123-036-2026

Unique Entity Identifier KGBMZK3CQF36

TO: City of Livermore

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a Project Application dated August 03, 2026, for a grant of federal funds for a project at or associated with the Livermore Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Livermore Municipal Airport (herein called the "Project") consisting of the following:

Updated Airport Layout Plan (ALP) Narrative Report Study, including Environmental Baseline Analysis, Aeronautical Survey, and Updated ALP Drawing Set.

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.117**.**

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $729,660.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):
   $729,660 for planning
   $0 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

   a. Period of Performance:

      i. Start Date: The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.

      ii. End Date: Four (4) years to the calendar day from the date of acceptance.

      iii. Extension of the Period of Performance (PoP): The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

      The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

   b. Budget Period:

      i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

c. Appropriation Period of Availability and Expenditure:

i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.

ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

i. The recipient fails to comply with the terms and conditions of this agreement;

ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;

iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;

iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;

v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;

vi. The recipient requests that the FAA terminate the agreement under this section; or

vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. <u>Ineligible or Unallowable Costs</u>. In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing

policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before September 16, 2026, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.

   b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by $25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        i. 15 percent; or

        ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

    PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

    a. Verify the non-federal entity is eligible to participate in this federal program by:

        i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or

        ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

        iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. <u>Ban on Texting While Driving</u>.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:

i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.

ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. <u>Trafficking in Persons</u>.

a. *Posting of contact information.*

i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a sponsor that is a private entity.*

i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:

a) Severe forms of trafficking in persons;

b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;

c) The use of forced labor in the performance of this grant; or any subaward; or

d) Acts that directly support or advance trafficking in persons, including the following acts:

1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

4. Charging recruited employees a placement or recruitment fee; or

5. Providing or arranging housing that fails to meet the host country's housing and safety standards.

ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

c. *Provisions applicable to a sponsor other than a private entity.*

i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or

2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

d. Provisions applicable to any sponsor or subrecipient.

i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.

iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.

iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).

e. *Definitions. For purposes of this grant award, term:*

i. "Employee" means either:

a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or

b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

ii. "Private Entity" means:

a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.

b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. <u>Grant Funded Work Included in a PFC Application</u>. Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. <u>Exhibit "A" Property Map</u>. The Exhibit "A" Property Map dated September 25, 2014, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

25. <u>Employee Protection from Reprisal</u>. In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:

    a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and

    b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

30. **National Airspace System Requirements.**

    a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

    b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:

        i. Additional conditions on the award;

ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or

iii. Any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

31. <u>Signage Costs for Construction Projects.</u> The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

32. **Airport Layout Plan (ALP).** The sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the FAA, and submit it in final form to the FAA as prescribed by 49 USC § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said ALP is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the sponsor's statutory obligations to maintain an ALP in accordance with 49 USC § 47107(a)(16).

33. **Update Accepted Exhibit "A" Property Map for Land in Project.** The sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of this project.

34. **Master Plan Coordination.** The sponsor agrees to coordinate this master planning study with metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation, and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.

35. **Airport Layout Plan (ALP) Coordination.** The sponsor has made available to (or will make available to) and has provided (or will provide) upon request to the metropolitan planning organization, if any, in the area in which the airport is located, a copy of the proposed ALP or ALP amendment to depict the project, and a copy of any airport master plan in which the project is described or depicted.

36. **Airports Geographic Information System (GIS) Survey.** If the airport's GIS survey is not reflected in the Airports Data Information Portal (ADIP) meeting FAA requirements within four (4) years from the date of grant execution, then the sponsor may be required to repay that portion of this grant related to survey work.

37. **Protection of Runway Protection Zone - Airport Property.** The sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the Runway Protection Zone, as depicted on the Exhibit "A": Property Map, except for Navigational Aids (NAVAIDS) that are fixed by their functional purposes or any other structure permitted by the FAA. The sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the sponsor unless approved by the FAA.

38. **Protection of Runway Protection Zone - Easement.** The sponsor, under the easement, agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

39. **Noise Mitigation - Compatible Land Use Planning and Projects.** The sponsor agrees and understands that:

    a. It will achieve, to the maximum extent possible, compatible land uses consistent with federal land use compatibility criteria in 14 CFR Part 150, and those compatible land uses will be maintained;

b. It will provide, in the case of a planning grant, a land use plan that:

   i. Is reasonably consistent with the goal of reducing existing non-compatible land uses and preventing the introduction of additional non-compatible land uses;

   ii. Addresses ways to achieve and maintain compatible land uses, including zoning, building codes, and any other land use compatibility measures identified under 49 USC § 47504(a)(2), that are within the authority of the sponsor to implement;

   iii. Uses noise contours provided by the airport operator that are consistent with airport operation and planning, including any noise abatement measures adopted by the airport operator as a part of its own noise mitigation efforts;

   iv. Does not duplicate, and is not inconsistent with, the airport operator's noise compatibility measures for the same area; and

   v. Has been approved jointly by the airport owner or operator and the sponsor.

c. It will make provision to implement, or it has implemented, those elements of the plan ineligible for federal financial assistance.

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

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

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

_____
(Signature)

_____
(Typed Name)

_____
(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

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

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated _____

City of Livermore
(Name of Sponsor)

_____
(Signature of Sponsor's Authorized Official)

By: _____
(Typed Name of Sponsor's Authorized Official)

Title: _____
(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __California__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 USC subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.

d. Hatch Act – 5 USC § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 USC § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 USC § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 USC § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 USC § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 USC § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 USC § 4012a.[1]

l. 49 USC § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 USC § 794.

n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 USC § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 USC § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 USC § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 USC § 874.[1]

v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.

x. Single Audit Act of 1984 – 31 USC § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 USC 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

   The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance-Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to ensure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or
2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The (**City of Livermore**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
    1. Reinvestment in an approved noise compatibility project;
    2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
    3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
    4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
    5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

    If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of August 03, 2026.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantage Business Enterprise (ACDBE) Program.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.21**

DATE: September 14, 2026

TO: Honorable Mayor and City Council

FROM: Benny Stuth, Airport Manager

SUBJECT: Resolution authorizing the City Manager to execute a Grant Agreement with the Federal Aviation Administration (FAA) accepting $301,550 to update the Electric Master Utility Plan (Utility Plan) and appropriate the necessary funds to complete the project.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution to:

1. Authorize the City Manager, or designee, to accept and execute the FAA Airport Infrastructure Grant Agreement, in substantial conformance with the sample grant agreement;
2. Appropriate $301,550 in FAA grant funds to Capital Improvement Project AR202720 for the Electric Master Utility Plan;
3. Appropriate $30,874 from the Livermore Municipal Airport Enterprise Fund to Capital Improvement Project AR202720 to satisfy the required local match and provide for additional project budget flexibility; and,
4. Authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including making minor changes to the grant funding documents.

SUMMARY

The Livermore Municipal Airport (Airport) is a public-use airport owned and operated by the City of Livermore (the Airport Sponsor). The City of Livermore undertakes routine capital infrastructure and planning projects to maintain the airport and keep it operational, and the FAA regularly provides grant monies to local airports for such infrastructure and planning projects. Completing the Utility Plan will assist the Airport in understanding its electrical needs for the next 10 years by assessing the Airport's existing electrical infrastructure, projecting future demand based on a series of potential development considerations and operational conditions, and identifying what improvements may be needed. The FAA has awarded the City $301,550 to complete the Utility Plan, but requires the City to enter into a Grant Agreement and provide matching funds. Staff proposes to meet the matching requirement through Airport Enterprise Fund appropriations. The FAA grant would cover 95% of Utility Plan costs, while local match would cover five percent plus additional funding if necessary to complete the project. If the grant is

accepted by the anticipated September 15 deadline, the City will remain eligible to receive the awarded funds. The Grant Agreement is not a project under CEQA, would not cause any significant fiscal or administrative impacts.

DISCUSSION

Airport Infrastructure Grant Program and Utility Plan

The Livermore Municipal Airport is a public-use airport owned and operated by the City of Livermore (the Airport Sponsor). The City of Livermore undertakes routine capital infrastructure and planning projects to maintain the Airport and plan for future development. The FAA provides grant monies to eligible airports for infrastructure and planning projects through the Airport Infrastructure Grant (AIG) program.

The Utility Plan will assess the Airport's existing electrical infrastructure and project future electrical demand over the next 10 years based on a series of potential development considerations and operational conditions. The project will identify improvements necessary to meet anticipated future demand and develop a 10-year strategy identifying what electrical utility improvements may be needed, when they should occur, and how they might be funded.

The Utility Plan will include coordination with the City of Livermore, Airport users and tenants, the electric utility, parties that have expressed interest in making improvements or developing at the Airport, and the surrounding community. The project will consider the Airport's grant obligations, existing FAA investments and assets on Airport property, FAA design standards, relevant FAA orders and policy, and land use compatibility guidance associated with planning for infrastructure improvements.

Selection and Grant Requirements

Airport capital projects are identified and prioritized annually through the FAA's Airport Capital Improvement Program (ACIP) process and must be approved by the FAA before becoming eligible for AIG funding. On May 28, 2026, the FAA notified the City that funding for the Utility Plan could be available during the current funding cycle if a complete grant application was submitted by July 20, 2026. Due to the limited application window, staff expedited preparation and submittal of the grant application to preserve the City's opportunity to receive federal funding.

The City submitted its grant application on July 20, 2026. Following review of the application, the FAA notified the City that the project had been selected for a $301,550 grant award, representing ninety-five percent (95%) of eligible project costs. In order to receive the grant funds, the City must:

1. Program the project into the local Capital Improvement Plan (CIP);
2. Provide the required local funds match;
3. Enter into a Grant Agreement by the acceptance deadline established by the FAA, as authorized by the local legislative body; and,
4. Agree to the applicable FAA Grant Assurances.

On July 27, 2026, the City Council approved the addition of the Utility Plan to the City's Five-Year CIP under Capital Improvement Project AR202720, which also included a separate project, the Airport Layout Plan Update with Narrative Report. Subsequent to that Council action and submission of the original

grant application, the FAA requested that the projects identified in Capital Improvement Project AR202720 be separated into two distinct grant applications and grant awards: one for the Airport Layout Plan Update with Narrative Report, including the AGIS Obstruction Survey and environmental baseline studies, and a second for the Utility Plan. The FAA did not require the City to similarly separate the locally approved Capital Improvement Project. Accordingly, both FAA grant awards will remain under Capital Improvement Project AR202720, with separate sub-fund codes established to independently track revenues and expenditures associated with each grant.

The Grant Agreement must be signed by the acceptance deadline specified by the FAA to remain eligible for funding. Based on information provided by the FAA, the acceptance deadline is anticipated to be prior to the end of the federal fiscal year, September 30, 2026. Failure to accept and execute the FAA grant award on time will delay the project until the next federal funding cycle, resulting in an approximate one-year delay to the Utility Plan. Such a delay would postpone the electrical infrastructure planning necessary to support future Airport improvements and could impact the Airport's overall capital improvement schedule.

Next Steps

The City has not yet received the Grant Agreement, and, based on correspondence with the FAA, staff believes the Grant Agreement may not be received until several days before the submission deadline. To prepare for this, Airport staff has provided a sample Grant Agreement (Exhibit A to the Resolution) for advance review of the FAA's standard grant language. FAA grant awards are issued using the FAA's standard Grant Agreement and are not subject to negotiation or modification by the City, so the sample agreement serves as a useful proxy for the final agreement. Should the Grant Agreement be transmitted in time, it will be added as supplemental material.

Upon receipt, Airport staff will provide the Grant Agreement to the City Attorney's Office and the Administrative Services Department for legal and financial review. Following completion of the legal and financial review and City Council approval of the grant resolution, the City Manager, or designee, would execute the Grant Agreement.

The required local match and additional project funding will be provided through the Livermore Municipal Airport Enterprise Fund. This funding opportunity will enable the Livermore Municipal Airport to utilize available federal AIG funds while completing necessary electric utility planning.

ENVIRONMENTAL CONSIDERATION

The acceptance of FAA grant funds and appropriation of those funds to prepare the Utility Plan does not constitute a project under the California Environmental Quality Act (CEQA) Section 21065 and CEQA Guidelines Section 15378. The appropriation of funds for preparation of the Utility Plan does not have the potential for resulting in either a direct or a reasonably foreseeable indirect physical change to the environment. Therefore, no environmental review under CEQA is required.

FISCAL AND ADMINISTRATIVE IMPACTS

Funding for the project is anticipated to consist of FAA AIG funds and Airport Enterprise Funds. As shown in the table below, total project costs are estimated to be $332,424 with $30,874 in Airport Enterprise Funds (Fund 600) and $301,550 in Federal Grant Funds (Fund 601). The proposed Airport

Enterprise Fund appropriation includes an additional $15,003 above the minimum required local match to provide for project budget flexibility during project implementation, if needed.

Fund	FY 25/26	FY 26/27	FY27/28	FY 28/29	FY 29/30	FY 30/31	Total
Airport Enterprise Fund (600)	0	$30,874	0	0	0	0	$30,874
Federal Grant - Airport (601)	0	$301,550	0	0	0	0	$301,550
Total	0	$332,424	0	0	0	0	$332,424

COMMUNITY PILLAR

5. A City That Works

GOAL

14. Develop, operate, and maintain the City's infrastructure.

ATTACHMENTS

1. FAA Application - Electric Master Utility Plan
2. Amended Application - Electric Master Utility Plan
3. City CIP Project Sheet
4. Resolution
5. Exhibit A - Sample Grant Agreement

Prepared by: Benedict Stuth
Airport Manager

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Kristen Hilton
Acting Administrative Services Director

GRANT APPLICATION
INFRASTRUCTURE INVESTMENT AND JOBS ACT (IIJA)

For

Airport Layout Plan Update with Narrative Report
and
Electric Master Utility Plan

FY 2026

LIVERMORE MUNICIPAL AIRPORT

Submitted to the

Federal Aviation Administration

by the

CITY OF LIVERMORE

July 2026

ATTACHMENT 1

OMB Number: 2120-0569
Expiration Date: 12/31/2026

Application for Federal Assistance SF-424

*1. Type of Submission:	*2. Type of Application	*If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	* Other (Specify)
☐ Changed/Corrected Application	☐ Revision	

*3. Date Received:

4. Applicant Identifier: LVK

5a. Federal Entity Identifier:

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by **State**:

7. **State** Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Livermore

*b. Employer/Taxpayer Identification Number (EIN/TIN): 94-600035

*c. UEI: KGBMZK3CQF36

d. Address:

*Street 1: 1052 S. Livermore Avenue

Street 2:

*City: Livermore

County/Parish: Alameda

*State: Province: CA

*Country: United States

*Zip / Postal Code 94550-4813

e. Organizational Unit:

Department Name: Innovation & Economic Development

Division Name: Airport

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Benedict

Middle Name:

*Last Name: Stuth

Suffix:

Title: Airport Manager

Organizational Affiliation: City of Livermore

*Telephone Number: 925-960-8221

Fax Number:

*Email: bjstuth@livermoreca.gov

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

***11. Catalog of Federal Domestic Assistance Number:**

CFDA No: 20.117 CFDA Title: Airport Infrastructure Grants (AIG)

***12. Funding Opportunity Number:**

N/A

*Title:

N/A

13. Competition Identification Number:

N/A

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Livermore, County of Alameda, California

***15. Descriptive Title of Applicant's Project:**

Airport Layout Plan Update with Narrative Report (including AGIS Survey and Environmental Baseline Surveys) and Electric Master Utility Plan

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: California-14 *b. Program/Project: California-14

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 10/01/2026 *b. End Date: 03/31/2028

18. Estimated Funding ($):

*a. Federal	$ 1,031,210
*b. Applicant	$ 54,274
*c. State	$ 0
*d. Local	$ 0
*e. Other	$ 0
*f. Program Income	$ 0
*g. TOTAL	$ 1,085,484

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☒ a. This application was made available to the State under the Executive Order 12372 Process for review on 07/17/2026.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an Internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mrs. *First Name: Marianna

Middle Name: A.

*Last Name: Burch

Suffix:

*Title: City Manager

*Telephone Number: 925-960-4040 Fax Number:

* Email: maburch@livermoreca.gov

*Signature of Authorized Representative: Marianna A. Burch *Date Signed: 7/20/2026

U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 12/31/2026

Application for Federal Assistance (Planning Projects)

Part II – Project Approval Information

Section A – Statutory Requirements

The term "Sponsor" refers to the applicant name as provided in box 8 of the associated SF-424 form.

Item 1 Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	☒ Yes ☐ No
Item 2 Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	☒ Yes ☐ No ☐ N/A
Item 3 Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	☐ Yes ☒ No ☐ N/A
Item 4 Is the project covered by another Federal assistance program? If yes, please identify other funding sources by the Catalog of Federal Domestic Assistance (CFDA) number. CFDA: _____	☐ Yes ☒ No ☐ N/A
Item 5 Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	☐ Yes ☒ No ☐ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414

☐ Negotiated Rate equal to ____% as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII)

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

Section B – Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Part III – Budget Information

Section A – Budget Summary

Grant Program (a)	Federal Catalog No (b)	New or Revised Budget		
		Federal (c)	Non-Federal (d)	Total (e)
1. Airport Improvement Program	20-106	$ 1,031,210	$ 54,274	$ 1,085,484
2.				
3. TOTALS		$ 1,031,210	$ 54,274	$ 1,085,484

Section B – Budget Categories (All Grant Programs)

4. Object Class Categories	Airport Improvement Program (1)		Other Program (2)		Total
	Amount	Adjustment + or (-) Amount (Use only for revisions)	Amount	Adjustment + or (-) Amount (Use only for revisions)	
a. Administrative expense	$ 15,200	$	$ 800	$	$ 16,000
b. Airport Planning	1,016,010		53,474		1,069,484
c. Environmental Planning					
d. Noise Compatibility Planning					
e. Subtotal	1,031,210		54,274		1,085,484
f. Program Income					
g. TOTALS (line e minus line f)	$ 1,031,210	$	$ 54,274	$	$ 1,085,484

Section C – Non-Federal Resources

Grant Program (a)	Applicant (b)	State (c)	Other Sources (d)	Total (e)
5. Sponsor Match	$ 54,274	$	$	$ 54,274
6.				
7. TOTALS	$ 54,274	$	$	$ 54,274

Section D – Forecasted Cash Needs

Source of funds	Total for Project	1st Year	2nd Year	3rd Year	4th Year
8. Federal	$ 1,031,210	$ 515,605	$ 515,605	$	$
9. Non-Federal	54,274	27,137	27,137		
10. TOTAL	$ 1,085,484	$ 542,742	$ 542,742	$	$

Section E – Other Budget Information

11. Other Remarks: (attach sheets if necessary)

Part IV - Program Narrative

(Suggested Format)

PROJECT: Airport Layout Plan (ALP) Update with Narrative Report and Electric Master Utility Plan (EMUP)

AIRPORT: Livermore Municipal Airport (LVK)

1. Objective:

The primary objective of the ALP/Narrative is to evaluate the existing conditions at LVK, forecast future demand, determine immediate and future facility needs, identify appropriate airport improvements to meet safety and demand, and update the ALP drawing set. The ALP/Narrative will serve to help provide guidance to airport staff, the City of Livermore, and surrounding areas. The study will also include an AGIS survey, environmental surveys, and public outreach. The EMUP will assist the airport with understanding its electrical needs for the next several years by assessing the existing electrical infrastructure, projecting future demand based on a series of development considerations and operational changes, and determining what improvements are needed to meet electrical demand. This will be important as the airport evolves and looks to serve emerging technologies.

2. Benefits Anticipated:

The preparation of the ALP/Narrative and EMUP will allow the City of Livermore and the FAA to address changes in the use and demand of the airport given the local growth and economic conditions. The airport has implemented several projects since the last planning study, and it is time to re-evaluate the needs of the airport in order to outline future growth and development opportunities. The ALP/Narrative, EMUP, and supporting documentation will serve as a guide for future airport improvements and establish priorities for the overall safety and development of the facility.

3. Approach: *(See approved Scope of Work in Final Application)*

The City of Livermore has retained Coffman Associates, a Pape-Dawson company, for the preparation of the ALP/Narrative. Airbiz will serve as a subconsultant to Coffman Associates in the preparation of the EMUP. The studies will be prepared in accordance with FAA guidelines and requirements. The scope of services for the ALP/Narrative and EMUP have been coordinated with the FAA and are attached to this grant application package.

4. Geographic Location:

Livermore Municipal Airport is located in the City of Livermore, in Alameda County, California.

5. If Applicable, Provide Additional Information:

N/A

6. Sponsor's Representative: *(include address & telephone number)*

Marianna A. Burch, City Manager, City of Livermore
1052 S. Livermore Avenue, Livermore, CA 94550; 925-960-4040

ATTACHMENT 3

Airport Sponsor Assurances

Including DOT Title VI Assurances

LIVERMORE MUNICIPAL AIRPORT

LIVERMORE, ALAMEDA COUNTY, CALIFORNIA

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. **Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements**

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.[1, 2]
f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]
g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]
l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]
s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]
t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]
u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]
v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 U.S.C. 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for

residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

   The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance-Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for

certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not

conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or

transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. In a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or
2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The ([Selection Criteria: Sponsor Name]), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of

race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

   a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

   b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;

2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);

3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
   1. Reinvestment in an approved noise compatibility project;
   2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction

management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;
2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

FAA
Airports

Current FAA Advisory Circulars Required for Use in AIP Funded, IIJA Funded, and PFC Approved Projects

Updated: 03/05/2025

View current and previous versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/. [1]

NUMBER	TITLE
70/7460-1M	Obstruction Marking and Lighting
150/5000-9B	Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B, Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28G	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D, Changes 1 - 2	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C, Changes 1 - 2	Airport Emergency Plan
150/5200-33C	Hazardous Wildlife Attractants on or near Airports

[1] All grant recipients are responsible for reviewing errata sheets and addendums pertaining to these Advisory Circulars.

NUMBER	TITLE
150/5200-34A	Construction or Establishment of Landfills Near Public Airports
150/5200-38	Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7E	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14C	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19B	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23A	Frangible Connections
150/5220-24	Airport Foreign Object Debris (FOD) Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5230-4C	Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports
150/5300-13B, Change 1	Airport Design
150/5300-14D	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects

NUMBER	TITLE
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C, Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B, Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5300-19	Airport Data and Information Program
150/5300-20	Submission of On-Airport Proposals for Aeronautical Study
150/5320-5D	Airport Drainage Design
150/5320-6G	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5D	Standardized Method of Reporting Airport Pavement Strength - PCR
150/5340-1M, Change 1	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18H	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Specifications for Airport Lighting Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors

NUMBER	TITLE
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26E	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27F	FAA Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39E	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42K	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44L	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46F	Specification for Runway, Taxiway, Heliport, and Vertiport Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities

NUMBER	TITLE
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2D	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL ADVISORY CIRCULARS APPLY TO AIP AND IIJA PROJECTS ONLY

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5100-21	State Block Grant Program
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects

ATTACHMENT 4

SYTSTEM FOR AWARD MANAGEMENT

(SAM)

LIVERMORE MUNICIPAL AIRPORT

LIVERMORE, ALAMEDA COUNTY, CALIFORNIA

SAM.GOV

CITY OF LIVERMORE

Unique Entity ID KGBMZK3CQF36	CAGE / NCAGE 53GC5	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Nov 25, 2026	
Physical Address 1052 S Livermore AVE Livermore, California 94550-4813 United States	Mailing Address 1052 South Livermore AVE Livermore, California 94550-4813 United States	

Business Information

Doing Business as CITY OF LIVERMORE	Division Name (blank)	Division Number (blank)
Congressional District California 14	State / Country of Incorporation (blank) / (blank)	URL http://www.LivermoreCA.gov

Registration Dates

Activation Date Nov 27, 2025	Submission Date Nov 25, 2025	Initial Registration Date May 28, 2008

Entity Dates

Entity Start Date Apr 1, 1876	Fiscal Year End Close Date Jun 30

Immediate Owner

CAGE (blank)	Legal Business Name (blank)

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure U.S. Government Entity	Entity Type US Local Government	Organization Factors (blank)
Profit Structure (blank)		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Government Types

U.S. Local Government
Municipality
City

Other Government Entities

Council of Governments

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	No

EFT Indicator	CAGE Code
0000	53GC5

Points of Contact

Electronic Business

Tze-Ki Lam, Management Analyst

1052 S. Livermore Avenue
Livermore, California 94550
United States

Government Business

Tze-Ki Lam, Management Analyst

1052 S. Livermore Avenue
Livermore, California 94550
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	925110	Administration Of Housing Programs
	922160	Fire Protection

Disaster Response

This entity does not appear in the disaster response registry.

ATTACHMENT 5

SPONSOR CERTIFICATIONS

LIVERMORE MUNICIPAL AIRPORT

LIVERMORE, ALAMEDA COUNTY, CALIFORNIA

This attachment consists of the following Sponsor Certifications:

Drug-Free Workplace

Selection of Consultants

Potential Conflicts of Interests

U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 12/31/2026

Drug-Free Workplace
Airport Improvement Program Sponsor Certification

Sponsor: City of Livermore

Airport: Livermore Municipal Airport (LVK)

Project Number:

Description of Work: Airport Layout Plan Update with Narrative Report and Electric Master Utility Plan

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

   ☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

   a. The dangers of drug abuse in the workplace;

   b. The sponsor's policy of maintaining a drug-free workplace;

   c. Any available drug counseling, rehabilitation, and employee assistance programs; and

   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

   ☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

   ☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

   a. Abide by the terms of the statement; and

   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

   ☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

   ☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

   a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and

   b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

   ☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

   ☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1
Name of Location: Livermore Municipal Airport
Address: 680 Terminal Circle, Livermore, CA 94551

Location 2 (if applicable)
Name of Location:
Address:

Location 3 (if applicable)
Name of Location:
Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 17th day of July, 2026.

Name of Sponsor: City of Livermore

Name of Sponsor's Authorized Official: Marianna A. Burch

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: Marianna A. Burch

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 12/31/2026

Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor: City of Livermore

Airport: Livermore Municipal Airport (LVK)

Project Number:

Description of Work: Airport Layout Plan Update with Narrative Report and Electric Master Utility Plan

Application
49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements
Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

   ☒ Yes ☐ No ☐ N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

5. Sponsor has publicized or will publicize a RFQ that:

   a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and

   b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).

   ☒ Yes ☐ No ☐ N/A

6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).

   ☒ Yes ☐ No ☐ N/A

7. Sponsor has verified or will verify that agreements exceeding $25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).

   ☒ Yes ☐ No ☐ N/A

8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:

   a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and

   b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).

   ☒ Yes ☐ No ☐ N/A

9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).

   ☒ Yes ☐ No ☐ N/A

10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).

    ☒ Yes ☐ No ☐ N/A

11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).

    ☒ Yes ☐ No ☐ N/A

12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)

    ☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

    a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));

    b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and

    c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

    ☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 17th day of July, 2026.

Name of Sponsor: City of Livermore

Name of Sponsor's Authorized Official: Marianna A. Burch

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: Marianna A. Burch

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 12/31/2026

Certification and Disclosure Regarding Potential Conflicts of Interest
Airport Improvement Program Sponsor Certification

Sponsor: City of Livermore

Airport: Livermore Municipal Airport (LVK)

Project Number:

Description of Work: Airport Layout Plan Update with Narrative Report and Electric Master Utility Plan

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

a) The employee, officer or agent,

b) Any member of his immediate family,

c) His or her partner, or

d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

   ☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

   ☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

   ☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 17th day of July , 2026 .

Name of Sponsor: City of Livermore

Name of Sponsor's Authorized Official: Marianna A. Burch

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: Marianna A. Burch

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Application for Federal Assistance SF-424

*1. Type of Submission:
- ☐ Preapplication
- ☒ Application
- ☐ Changed/Corrected Application

*2. Type of Application
- ☒ New
- ☐ Continuation
- ☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier:
LVK

5a. Federal Entity Identifier:

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by **State**:

7. **State** Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Livermore

*b. Employer/Taxpayer Identification Number (EIN/TIN):
94-600035

*c. UEI:
KGBMZK3CQF36

d. Address:

*Street 1: 1052 S. Livermore Avenue
Street 2:
*City: Livermore
County/Parish: Alameda
*State: Province: CA
*Country: United States
*Zip / Postal Code 94550-4813

e. Organizational Unit:

Department Name:
Innovation & Economic Development

Division Name:
Airport

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Benedict
Middle Name:
*Last Name: Stuth
Suffix:

Title: Airport Manager

Organizational Affiliation:
City of Livermore

*Telephone Number: 925-960-8221 Fax Number:

*Email: bjstuth@livermoreca.gov

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

***11. Catalog of Federal Domestic Assistance Number:**

CFDA No: CFDA Title:

20.117 Airport Infrastructure Grants (AIG)

***12. Funding Opportunity Number:**

N/A

*Title:

N/A

13. Competition Identification Number:

N/A

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Livermore, County of Alameda, California

***15. Descriptive Title of Applicant's Project:**

Electric Master Utility Plan

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: California-14 *b. Program/Project: California-14

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 10/01/2026 *b. End Date: 03/31/2028

18. Estimated Funding ($):

*a. Federal	$ 301,550
*b. Applicant	$ 15,871
*c. State	$ 0
*d. Local	$ 0
*e. Other	$ 0
*f. Program Income	$ 0
*g. TOTAL	$ 317,421

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☒ a. This application was made available to the State under the Executive Order 12372 Process for review on 07/31/2026.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mrs. *First Name: Marianna

Middle Name: A.

*Last Name: Burch

Suffix:

*Title: City Manager

*Telephone Number: 925-960-4040 Fax Number:

* Email: maburch@livermoreca.gov

*Signature of Authorized Representative: Marianna A. Burch *Date Signed: 8/3/2026

AIRPORT LAYOUT PLAN AND TECHNICAL STUDIES

Project No.: AR202720

CAPITAL IMPROVEMENT PLAN

Airport

COMMUNITY PILLAR: A City That Works

GOAL: 14: Develop, operate, and maintain the City's infrastructure.

FUNDING: A F.A.A. grant will cover the majority of the project with matching from a state grant and the Airport Operating Fund.

O&M COST ASSUMPTIONS: There will be no additional O&M costs for this project.

PROJECT LOCATION

Airport

Project Description:

This project includes a series of planning and technical studies to help the airport understand its operational and infrastructure needs over the next 10 years while positioning it for future development opportunities. Work on this project will include:

Airport Layout Plan (ALP): The ALP update will inventory existing airport conditions and prepare 20-year aviation demand forecasts for aircraft operations, based aircraft, and the airport's critical design aircraft. It will evaluate airfield and landside facility needs, develop alternatives to satisfy future development potential including an airport development concept and recommend capital improvement projects with cost estimates. It will also include preparing an ALP drawing set and coordinating with the FAA's San Francisco Airports District Office for review and approval. An FAA approved ALP will support future grant funding opportunities.

Obstruction Survey (AGIS): This survey will collect on-airport mapping and surrounding area data to support development of the ALP drawing set helping to protect arrivals and departures at the airport.

Electric Master Utility Plan (EMUP): The EMUP will assess the airport's existing electrical infrastructure, project future demand based on development considerations and operational changes, and identify improvements needed to meet a future demand scenario. The plan will provide a 10-year strategy that identifies necessary utility improvements, when they should occur, and how they might be funded. It will include an opportunity and risk assessment, and recommend capital improvement projects which will help the airport remain ahead of demand while it positions itself to capitalize on opportunities.

Environmental baseline surveys: Surveys will be conducted for biological resources including federally and state-listed threatened and endangered species, designated critical habitat, jurisdictional waters, and other sensitive resources. Survey's will also be conducted for cultural resources, including the built environment.

CITY OF LIVERMORE CALIFORNIA

Project Justification:

The Airport Layout Plan (ALP) Update with Narrative Report will provide a comprehensive planning study of the Livermore Municipal Airport (LVK) that meets prescribed criteria set forth by the Federal Aviation Administration (FAA). The FAA recommends that airports update their planning documents every 7-10 years, or as demand dictates, to ensure plans are up-to-date and reflect current conditions, FAA regulations, and consider future activities and operations that could take place. The last FAA-prescribed planning study for LVK is over 10 years old, which was an ALP Update and Narrative Report completed in 2014. The current study will be funded through the FAA's Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG), which provides 95% of the total project cost.

PROJECT FUNDING

Fund	FY2025-26	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-45	Total
Airport Operating Fund (600)	$0	$107,680	$0	$0	$0	$0	**$107,680**
Federal Grant- Airport (601)	$0	$1,022,960	$0	$0	$0	$0	**$1,022,960**
TOTAL	**$0**	**$1,130,640**	**$0**	**$0**	**$0**	**$0**	**$1,130,640**

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) ACCEPTING $301,550 TO UPDATE THE ELECTRIC MASTER UTILITY PLAN AND APPROPRIATE THE NECESSARY FUNDS TO COMPLETE THE PROJECT

The Livermore Municipal Airport is a public-use airport owned and operated by the City of Livermore and is subject to the jurisdiction and requirements of the FAA.

The Electric Master Utility Plan will assist the Livermore Municipal Airport to understand its electrical needs for the next 10 years by assessing the existing electrical infrastructure, projecting three future demand scenarios based on a series of development considerations and operational changes, and determining what improvements are needed to meet one future demand scenario. The final deliverable of this project is a 10-year development strategy that identifies what electrical utility improvements are needed, when they should occur, and how they might be funded.

On July 20, 2026, the City submitted an application to the FAA for Airport Infrastructure Grant funding for the Electric Master Utility Plan. Following review of the City's application, the FAA notified the City that the project had been selected for funding. The FAA is expected to transmit the Airport Infrastructure Grant Agreement electronically.

The acceptance of FAA grant funds and appropriation of those funds to prepare the Electric Master Utility Plan does not constitute a project under the California Environmental Quality Act (CEQA) Section 21065 and CEQA Guidelines Section 15378. The appropriation of funds for preparation of the Utility Plan does not have the potential for resulting in either a direct or a reasonably foreseeable indirect physical change to the environment. Therefore, no environmental review under CEQA is required.

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

1. Authorizes the City Manager, or designee, to accept and execute the FAA Airport Infrastructure Grant Agreement, in substantial conformance with the sample grant agreement, attached hereto as Exhibit A;
2. Appropriates $301,550 in FAA grant funds to Capital Improvement Project AR202720 for the Electric Master Utility Plan;
3. Appropriates $30,874 from the Livermore Municipal Airport Enterprise Fund to Capital Improvement Project AR202720 to satisfy the required local match and provide for additional project budget flexibility;
4. Authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including making changes to the grant funding documents, which shall be approved as to form by the City Attorney.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 14, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Senior Assistant City Attorney

Exhibit A – Sample Grant Agreement

[redacted]

U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Western-Pacific
Region
California

San Francisco Airports
District Office:
2999 Oak Road, Suite 200
Walnut Creek, CA 94597

[redacted]

The Grant Offer for Airport Improvement Program (AIP) Project No. [redacted] at [redacted] is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the same day or after the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than [redacted].
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

[redacted]

date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend $1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Lemuel del Castillo, (925) 546-6440, lemuel.del.castillo@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Amy Choi

Amy Choi (09/18/2025 10:50:03 PDT)

Amy Choi
Manager

[redacted]

U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

[redacted]

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date [redacted]

Airport/Planning Area [redacted]

Airport Infrastructure Grant Number [redacted]

Unique Entity Identifier [redacted]

TO: [redacted]

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated [redacted], for a grant of Federal funds for a project at or associated with the [redacted], which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the [redacted] (herein called the "Project") consisting of the following:

Upgrade Airfield Guidance Signs and Taxiway Designations

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018

[redacted]

(Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is [redacted]

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

   $0 for planning

   [redacted] for airport development or noise program implementation; and,

   $0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period except as noted in 49 U.S.C § 47142(b).

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

[redacted]

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;

(2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;

(3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;

(4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or

(5) The FAA determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

(c) The Sponsor may request that the FAA terminate the agreement under this section.

3. Ineligible or Unallowable Costs. In accordance with 49 U.S.C. § 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. Indirect Costs - Sponsor. The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. Determining the Final Federal Share of Costs. The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. Completing the Project Without Delay and in Conformance with Requirements. The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR §

200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. Amendments or Withdrawals before Grant Acceptance. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. Offer Expiration Date. This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before [redacted] or such subsequent date as may be prescribed in writing by the FAA.

9. Improper Use of Federal Funds and Mandatory Disclosure.

   a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

   b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

   a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

   b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. Environmental Standards. The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. Financial Reporting and Payment Requirements. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. Build America, Buy America. The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. Maximum Obligation Increase. In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        1. 15 percent; or

        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
        2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
        3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

    c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

    a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

            i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. <u>Trafficking in Persons.</u>

1. *Posting of contact information.*

a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

2. *Provisions applicable to a recipient that is a private entity.*

a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipient's employees must not engage in:

i. Severe forms of trafficking in persons;
ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
iii. The use of forced labor in the performance of this grant; or any subaward; or
iv. Acts that directly support or advance trafficking in persons, including the following acts:
a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
d) Charging recruited employees a placement or recruitment fee; or
e) Providing or arranging housing that fails to meet the host country's housing and safety standards.

b. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:

i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or
ii. Has an employee that is determined to have violated a prohibition in paragraph(2)(a) of this Grant through conduct that is either:

a) Associated with the performance under this Grant; or

b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provisions applicable to a recipient other than a private entity.*

   a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient than is a private entity under this award:

      i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
      ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

         a) Associated with the performance under this Grant; or
         b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

   a. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.

   b. The FAA's right to unilaterally terminate this Grant as described in paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.

   c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.

   d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions. For purposes of this Grant award, term:*

   a. "Employee" means either:

      i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
      ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

   b. "Private Entity" means:

i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. AIP Funded Work Included in a PFC Application. Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated [redacted] is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal. In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

26. Prohibited Telecommunications and Video Surveillance Services and Equipment. The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.

27. Critical Infrastructure Security and Resilience. The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. Title VI of the Civil Rights Act. As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any

amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at https://www.congress.gov/bill/118th-congress/house-bill/3935/text.

30. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:

    a. that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and

    b. to certify that it does not operate any programs promoting diversity, equity, and inclusion (DEI) that violate any applicable Federal anti-discrimination laws.

31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

32. **National Airspace System Requirements**

a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

b. If FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:

(1) additional conditions on the award;
(2) consistent with 49 U.S.C chapter 471,.any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 C.F.R. part 180; or
(3) any other remedy legally available.

c. (In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–904).

33. Signage Costs for Construction Projects. The Sponsor agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

34. Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration. The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter

SPECIAL CONDITIONS

35. Lighting. The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.

36. Plans and Specifications Approval Based Upon Certification. The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

[redacted]

a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;

b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and

c. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant and associated grants.

37. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

38. **Duffy Plaintiff Special Term.** Pursuant to the court's preliminary injunction order in State of California v. Duffy, 1:25-cv-00208-JJM-PAS (D.R.I.) (June 19, 2025), DOT will not impose or enforce the challenged immigration enforcement condition* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to Plaintiff States or local government entities within those States (collectively referred to as "Plaintiff State Entities"), or otherwise rescind, withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiff State Entities to make any certification or other representation related to compliance with the challenged immigration enforcement condition nor will DOT construe acceptance of funding from DOT as certification as to the challenged immigration enforcement condition.

*The challenged immigration enforcement condition:

"[T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law."

[redacted]

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

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

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Amy Choi

Amy Choi (09/18/2025 10:50:03 PDT)

(Signature)

Amy Choi

(Typed Name)

Manager, SFO ADO

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

[redacted]

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

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

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated [redacted]

[redacted]

(Name of Sponsor)

[redacted]

(Signature of Sponsor's Authorized Official)

By: [redacted]

(Typed Name of Sponsor's Authorized Official)

Title: [redacted]

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

[redacted]

CERTIFICATE OF SPONSOR'S ATTORNEY

I, [redacted], acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at [redacted]

By [redacted]

(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

[redacted]

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

[redacted]

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 U.S.C. 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

[redacted]

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

[redacted]

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 U.S.C. § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

   The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance-Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

[redacted]

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

[redacted]

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;

2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

[redacted]

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

[redacted]

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

[redacted]

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 U.S.C. § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or
2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4); creed and sex per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The [redacted] in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

[redacted]

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

   a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

   b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;

   2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);

   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;

   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

   If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of April 28, 2025.

[redacted]

35. Relocation and Real Property Acquisition.

    a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

    b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

    c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. **Access By Intercity Buses.**

    The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. **Disadvantaged Business Enterprises.**

    The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. **Hangar Construction.**

    If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. **Competitive Access.**

    a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

        1. Describes the requests;

        2. Provides an explanation as to why the requests could not be accommodated; and

[redacted]

3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.22**

DATE: September 14, 2026

TO: Honorable Mayor and City Council

FROM: Benny Stuth, Airport Manager

SUBJECT: Resolution authorizing the City Manager to execute a Grant Agreement with the Federal Aviation Administration (FAA) accepting $254,600 to update the Pavement Maintenance Management Plan (Pavement Plan) and appropriate the necessary funds to complete the project.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution to:

1. Authorize the City Manager, or her designee, to execute the FAA Airport Improvement Program Grant Agreement to accept $254,600;
   Appropriate $254,600 in FAA grant funds to Capital Improvement Project AR202718 for the Pavement Plan;
2. Appropriate $1,340 from the Livermore Municipal Airport Enterprise Fund to Capital Improvement Project AR202718 to satisfy the required local match;
3. Authorize the City Manager to take all necessary and appropriate actions to carry out the purpose and intent of this resolution, including making minor changes to the grant funding documents.

SUMMARY

The Livermore Municipal Airport is a public-use airport owned and operated by the City of Livermore (the Airport Sponsor). The City of Livermore undertakes routine capital infrastructure and planning projects to maintain the airport and keep it operational. The FAA regularly provides grant monies to local airports for such infrastructure and planning projects through its Airport Improvement Program, but requires cities to maintain an updated Pavement Plan. An updated Pavement Plan will ensure the City is eligible for future FAA grant distributions. The FAA has awarded the City $254,600 to complete the update, but requires the City to enter into a Grant Agreement and provide matching funds. Staff proposes to meet the matching requirement through State of California matching funds and Airport Enterprise Fund appropriations. The FAA grant would cover 95% of Pavement Plan update costs, while local match would cover five percent. If the grant is accepted by September 15, FAA funds can be dispersed. The Grant Agreement is not a project under CEQA, would not cause any significant fiscal or administrative impacts, and implements the Strategic Plan.

DISCUSSION

Airport Improvement Program and Pavement Plan

The Livermore Municipal Airport is a public-use airport owned and operated by the City of Livermore (the Airport Sponsor). The City of Livermore undertakes routine capital infrastructure and planning projects to maintain the airport and keep it operational. The FAA regularly provides grant monies to local airports for such infrastructure and planning projects through its Airport Improvement Program (AIP).

In order to receive AIP funds, the FAA requires airport sponsors to maintain a current Pavement Plan, which generally provides for strategies to ensure safe, operable airport pavement surfaces at the least feasible cost and identifies proactive maintenance actions. The Airport's existing Pavement Plan was completed in 2021 and must be updated to maintain AIP eligibility. The City has determined that the total Pavement Plan update would cost approximately $270,000. An updated Pavement Plan will ensure the City is eligible for future FAA grant distributions. The FAA offers funding for Pavement Plan updates.

Selection and Grant Requirements

On May 28, 2026, the FAA notified the City of AIP funding availability. City staff submitted an AIP grant application on June 12, 2026 for the Pavement Plan (Attachment 1). The FAA subsequently selected the Pavement Plan for a $254,600 grant award, which would cover ninety-five percent (95%) of the eligible project costs. In order to receive the grant funds, the City must:

1. Program the project into the local Capital Improvement Plan (CIP).
2. Provide a five percent funds match.
3. Enter into a Grant Agreement by September 15, 2026, as authorized by the local legislative body.
4. Agree to FAA Grant Assurances, including an updated Pavement Program.

On July 27, 2026, the City Council approved the addition of the Pavement Plan to the City's Five-Year CIP (Attachment 2). Subsequently, the FAA transmitted the Airport Improvement Program Grant Agreement electronically on August 20, 2026.

The Grant Agreement must be signed by September 15, 2026. Failure to timely accept and execute the FAA grant award could delay the project until the next federal funding cycle, resulting in an approximate one-year delay to the Pavement Plan. Such a delay would postpone future FAA-funded capital improvement projects that depend on completion of this plan and could impact the Airport's overall capital improvement schedule.

Execution of the FAA Grant Agreement (Exhibit A) would incorporate the applicable FAA Grant Assurances, including the requirement to maintain an effective pavement maintenance management program for federally funded pavements.

Next Steps

Following City Council approval of the grant resolution, the City Manager, or designee, would execute the Grant Agreement and accept the grant award.

To satisfy federal matching requirements, and following grant acceptance, staff would apply for a California Department of Transportation State Matching Grant in the amount of $12,730. The State Matching Grant is administered under a separate grant program and requires its own City Council authorization. Accordingly, staff would return to City Council with a separate resolution authorizing the City Manager, or designee, to apply for, execute, and appropriate State Matching Grant funds, if awarded. The required local match and additional project funding will be provided through the Livermore Municipal Airport Enterprise Fund. This funding opportunity will enable the Airport to utilize available federal entitlement funds that were otherwise scheduled to expire while satisfying the FAA requirement to maintain a current Pavement Plan.

ENVIRONMENTAL DOCUMENTATION

The acceptance of FAA grant funds and appropriation of those funds to prepare the Pavement Plan does not constitute a project under the California Environmental Quality Act (CEQA) Section 21065 and CEQA Guidelines Section 15378. The appropriation of funds for preparation of the Pavement Plan does not have the potential for resulting in either a direct or a reasonably foreseeable indirect physical change to the environment. Therefore, no environmental review under CEQA is required.

FISCAL AND ADMINISTRATIVE IMPACTS

Funding for the Pavement Plan would consist of federal, state, and local funds, as shown in Table 1. The total project costs are $268,670, with $1,340 in City Airport Enterprise Funds (Fund 600) and the remainder in Federal and State Grants (Fund 601). If state matching funds are not awarded, additional Airport Enterprise Fund appropriations would be required to satisfy FAA match requirements.

Table 1: Pavement Plan Sources

Fund	FY 25/26	FY 26/27	FY 27/258	FY 28/29	FY 29/30	FY 30/31	Total
Airport Enterprise Fund (600)	0	$1,340	0	0	0	0	$1,340
Federal Grant - Airport (601)	0	$254,600	0	0	0	0	$254,600
State Grant - Airport (601)	0	$12,730	0	0	0	0	$12,730
Total	0	$268,670	0	0	0	0	$268,670

COMMUNITY PILLAR

5. A City That Works

GOAL

14. Develop, operate, and maintain the City's infrastructure.

ATTACHMENTS

1. FAA Application - Pavement Plan
2. City CIP Project Sheet
3. Resolution
4. Exhibit A - Grant Agreement

Prepared by: Benedict Stuth
Airport Manager

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Kristen Hilton
Acting Administrative Services Director

APPLICATION FOR FEDERAL ASSISTANCE

LIVERMORE MUNICIPAL AIRPORT
LIVERMORE, CALIFORNIA

2026 AIRPORT IMPROVEMENT PROGRAM (AIP)

PAVEMENT MAINTENANCE MANAGEMENT PLAN (PMMP)

June 10, 2026

APPLICATION FOR FEDERAL ASSISTANCE

LIVERMORE MUNICIPAL AIRPORT
LIVERMORE, CALIFORNIA

2026 AIRPORT IMPROVEMENT PROGRAM (AIP)

PAVEMENT MAINTENANCE MANAGEMENT PLAN (PMMP)

The City of Livermore has prepared and submits herewith an Application for Federal Assistance for a grant under the Airport Improvement Program (AIP) for a Pavement Maintenance Management Plan for the Livermore Municipal Airport.

This application includes the following documents: the FY26 Airport Project Schedule, Standard Form 424, FAA Form 5100-100, Program Narrative (Justification), project costs including IFE, Exhibit "A", Standard DOT Title VI Assurances, SAM certificate, and sponsor certifications.

FY26 AIRPORT PROJECT SCHEDULE - AIP
PAVEMENT MAINTENANCE MANAGEMENT PLAN (PMMP)

Airport: Livermore Municipal Airport, Alameda County, California

Project: Pavement Maintenance Management Plan (PMMP)

No.	Item	Date		Comments
		SFO ADO Due	Anticipated Submission	
1	Submission of Updated ACIP to SFO-ADO		5/27/26	
2	Sponsor Submits IFE & Negotiated Fees for any Engineering Costs	6/12/26	6/12/26	
3	Final Application	6/12/26	6/12/26	

ATTACHMENT 1

ATTACHMENT 1

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

*1. Type of Submission:
- ☐ Preapplication
- ☒ Application
- ☐ Changed/Corrected Application

*2. Type of Application
- ☒ New
- ☐ Continuation
- ☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier: LVK

5a. Federal Entity Identifier: LVK - 3-06-0123-

5b. Federal Award Identifier:

State Use Only:

6. Date Received by **State**:

7. **State** Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Livermore

*b. Employer/Taxpayer Identification Number (EIN/TIN): 94-6000035

*c. UEI: KGBMZK3CQF36

d. Address:

*Street 1: 1052 South Livermore Avenue

Street 2:

*City: Livermore

County/Parish: Alameda

*State: Province: CA

*Country: USA: United States

*Zip / Postal Code 94550-4813

e. Organizational Unit:

Department Name: Innovation and Economic Development

Division Name: Airport

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Benedict

Middle Name:

*Last Name: Stuth

Suffix:

Title: Airport Manager

Organizational Affiliation: Livermore Municipal Airport

*Telephone Number: (925) 960-8221

Fax Number:

*Email: bjstuth@livermoreca.gov

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

*Title:

N/A

13. Competition Identification Number:

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

***15. Descriptive Title of Applicant's Project:**

Livermore Municipal Airport, Alameda County, California: Pavement Maintenance Management Plan

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: CA-014 *b. Program/Project: CA-014

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 10/01/2026 *b. End Date: 10/02/2028

18. Estimated Funding ($):

*a. Federal	$ 254,600
*b. Applicant	$ 670
*c. State	$ 12,730
*d. Local	$ 0
*e. Other	$ 0
*f. Program Income	
*g. TOTAL	$ 268,000

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☒ a. This application was made available to the State under the Executive Order 12372 Process for review on _____ .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Paul

Middle Name:

*Last Name: Spence

Suffix:

*Title: Assistant City Manager

*Telephone Number: 925-960-4044 Fax Number:

* Email: prspence@livermoreca.gov

*Signature of Authorized Representative: Paul Spence *Date Signed: 6/12/26

U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 6/30/2023

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

Item 1.
Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)? ☒ Yes ☐ No

Item 2.
Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later? ☒ Yes ☐ No ☐ N/A

Item 3.
Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events. ☐ Yes ☒ No ☐ N/A

Item 4.
Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s). ☐ Yes ☒ No ☐ N/A

Item 5.
Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes. ☐ Yes ☒ No ☐ N/A

☐ The project is included in an *approved* PFC application.
If included in an approved PFC application,
does the application *only* address AIP matching share? ☐ Yes ☐ No

☐ The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.
Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? ☐ Yes ☒ No ☐ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.

☐ Negotiated Rate equal to % as approved by (the Cognizant Agency) on (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

OMB CONTROL NUMBER: 2120-0569 OMB
EXPIRATION DATE: 6/30/2023

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

OMB CONTROL NUMBER: 2120-0569 OMB
EXPIRATION DATE: 6/30/2023

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The County ALUC provides allowable land uses around the airport and is used to ensure incompatable land uses aren't developed. The City General Plan also protects and assures compatible land use.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

OMB CONTROL NUMBER: 2120-0569 OMB
EXPIRATION DATE: 6/30/2023

PART II – SECTION C (Continued)

9. **Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

10. **Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

The airport is located on land owened by the City of Livermore as shown on the attached Exhibit "A" dated and approved 9-25-2014. There are no exceptions, encumbrances, or adverse interests.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

[1] State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

OMB CONTROL NUMBER: 2120-0569 OMB
EXPIRATION DATE: 6/30/2023

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	**Latest Approved Amount (Use only for revisions)**	**Adjustment + or (-) Amount (Use only for revisions)**	**Total Amount Required**
1. Administration expense			$ 9,000
2. Preliminary expense			75,000
3. Land, structures, right-of-way			0
4. Architectural engineering basic fees			184,000
5. Other Architectural engineering fees			0
6. Project inspection fees			0
7. Land development			0
8. Relocation Expenses			0
9. Relocation payments to Individuals and Businesses			0
10. Demolition and removal			0
11. Construction and project improvement			0
12. Equipment			0
13. Miscellaneous			0
14. **Subtotal** (Lines 1 through 13)			$ 268,000
15. Estimated Income (if applicable)			0
16. Net Project Amount (Line 14 minus 15)			268,000
17. **Less**: Ineligible Exclusions (Section C, line 23 g.)			0
18. **Subtotal** (Lines 16 through 17)			$ 268,000
19. Federal Share requested of Line 18			254,600
20. Grantee share			670
21. Other shares			12,730
22. **TOTAL PROJECT** (Lines 19, 20 & 21)			$ 268,000

OMB CONTROL NUMBER: 2120-0569 OMB
EXPIRATION DATE: 6/30/2023

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	**Amount Ineligible for Participation**
a. None	
b.	
c.	
d.	
e.	
f.	
g. **Total**	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	**Amount**
a. Securities	$ 0
b. Mortgages	0
c. Appropriations (by Applicant)	670
d. Bonds	0
e. Tax Levies	0
f. Non-Cash	0
g. Other (Explain):	0
h. **TOTAL** - Grantee share	$ 670
25. Other Shares	**Amount**
a. State	12,730
b. Other	0
c. **TOTAL** - Other Shares	$ 12,730
26. TOTAL NON-FEDERAL FINANCING	$ 13,400

SECTION E – REMARKS (Attach sheets if additional space is required)

LIVERMORE MUNICIPAL AIRPORT – LIVERMORE, ALAMEDA COUNTY, CALIFORNIA
APPLICATION FOR FEDERAL ASSISTANCE
2026 AIRPORT IMPROVEMENT PROGRAM (AIP) –
PAVEMENT MAINTENANCE MANAGEMENT PLAN (PMMP)

PART IV
PROGRAM NARRATIVE

1. OBJECTIVES

An Application for Federal Aviation Administration Airport Improvement Program (AIP) funds has been prepared for the Pavement Maintenance Management Plan (PMMP) proposed to be included in the 2026 Airport Improvement Program (AIP) for the Livermore Municipal Airport. The project description is as follows:

The F.A.A. has a requirement for the Sponsor, in order to remain eligible for Federal funding, to prepare and maintain an updated copy of the Pavement Maintenance/Management Plan (PMMP) for the airport. A PMMP is necessary to justify and plan all pavement rehabilitation or maintenance projects required at the airport. A new comprehensive PMMP is proposed including pavement condition surveys to determine PCI and non-destructive load tests to determine deep-seated distress and remaining pavement life.

This will include pavement section determination studies to identify all existing pavement sections and underlying subgrade soils, pavement condition surveys to identify surface deterioration conditions and calculate PCI, and non-destructive load tests to be used with fatigue analysis methodologies to determine deep-seated distress and remaining pavement life. This type PMMP will provide a schedule and type of maintenance and/or reconstruction required to extend the life of the pavement sections at least 20 years using forecast traffic. The results of the PMMP will also include estimated maintenance and reconstruction costs so that the Sponsor and FAA can evaluate timing and type of reconstruction/rehabilitation and/or maintenance required to maintain the pavements in a safe operating condition.

2. RESULTS OR BENEFITS EXPECTED

The preparation of a PMMP for the pavements on the airport will provide critical information as to the condition of the pavements and remaining life of the pavements including PCI and PCR. The PMMP will also provide data on the required maintenance, reconstruction, or rehabilitation required on all pavements on the airport over the next 20 years.

3. APPROACH

A complete and detailed Pavement Maintenance Management Plan/Pavement Evaluation Study will include four major elements as listed below:

a. Pavement Structure Determination – In order to determine the existing strength of each pavement layer and the remaining life of each pavement section, detailed information about each pavement section and the underlying soils and geotechnical analysis must be determined. This airport has minimal existing data available. As a

result, a series of new geotechnical borings and pavement section cores will be taken throughout the entire airport to determine the thickness of each layer of every pavement section and underlying soils and geotechnical analysis on the airfield. The results will be summarized for future design projects and utilized with the non-destructive testing (NDT) performed in this project to supplement the pavement condition index data as recommended in Advisory Circular 150/5380-7B Item 2.2.1.2 and Advisory Circular 150/5320-6G Appendix C.

b. Pavement Condition Index (PCI) Determination

Pavements show distress and/or failure due to weathering, other environmental effects, age, traffic, and lack of maintenance. These distresses generally show up in the form of cracking, shoving, spalling, rutting, or other surface defects. A detailed visual inspection will be made of all pavements. The scope of investigation will be performed as set forth in ASTM D5340, Airport Pavement Condition Index Surveys. Once these surveys are complete, Pavement Condition Index values will be assigned to each section of pavement.

c. Deep-Seated Distress

Deep-seated distress is a result of traffic passing over the pavement section and is a function of the type traffic (impact or static loads), the load on the tire, and the number of aircraft coverages. Deep-seated distress ultimately leads to total failure of the section including critical subgrades or subsoils. These failures are generally exhibited as rutting and map cracking within the ruts for flexible pavements and slab shattering, cracking, or deflections in rigid pavements. The failure is generally a fatigue-type failure and is a function of the type of load and number of coverages. Non-destructive testing will be conducted to obtain the necessary basic data to evaluate these pavements. On areas where deep-seated distress analysis is required, all pavements are tested with the falling weight deflectometer with the spacing of the tests being 100 to 200 feet. The modulus of elasticity of each pavement layer is calculated from the falling weight deflectometer data. Each pavement section is then analyzed with the forecast traffic utilizing both the Brandley Fatigue Analysis methodology and the FAA FAARFIELD methodology to predict time of failure under fatigue loading.

d. Pavement Maintenance Management Program (PMMP) Report

A PMMP report will be prepared that summarizes all data obtained in the geotechnical and pavement section determination, PCI determination (per ASTM D5340), PCR (per AC 150/5335-5D), and deep-seated distress study derived from this data. The PCR will be uploaded to the Airport's 5010. The report will include a detailed pavement rehabilitation plan and schedule including estimated budgets, plus the following:

1. Traffic Determination and Forecasts

When evaluating airfield pavements for deep-seated distress it is the number of coverages of each wheel on each aircraft over a given point of pavement that contributes to the deep-seated distress on or near that section of pavement. A determination of the current and forecast traffic at the airport will be made for traffic on each segment of airfield pavement based on the Airport's traffic records and forecasts.

2. Analysis and Recommendations

Based on the surface distress surveys and the deep-seated distress analysis, forecast remaining pavement life is evaluated, time and type of strengthening or rehabilitation or reconstruction of each section is ascertained, different types of strengthening, overlaying, or reconstruction are analyzed, and cost benefit analyses are conducted. Recommended procedures for rehabilitation are then made for each section, including the time and type of repair and rehabilitation required. For rigid pavements it is important to determine the stress under load in the pavement section itself to determine the adequacy of the concrete section and estimated time of failure. It is also important to evaluate load-transfer of the joints and deep-seated distress using the Fatigue Analysis methodology. Once this is completed, analyses are conducted to determine the most cost-effective rehabilitation and the schedule that this rehabilitation work should be performed. The evaluations conducted will not only provide recommendations for strengthening and rehabilitating pavement sections but will also provide recommendations for maintenance work required to extend the life of the pavements and improve riding and operating conditions for the pavements.

3. Rehabilitation Costs

After the analysis and recommendations have been prepared for maintenance and rehabilitation, then preliminary cost analyses will be conducted to determine the estimated cost of the recommended maintenance and/or rehabilitation. These data can be used to establish maintenance and rehabilitation budgets for the airport.

Consultant – The consultant who will work on the project will be Brandley Engineering, Inc.

4. *GEOGRAPHIC LOCATION*

The project included in this application will be at the Livermore Municipal Airport located in Livermore, California. The areas to be served will be the Livermore Municipal Airport and areas of Alameda County that will be served by the airport improvements.

5. ***SPONSOR'S REPRESENTATIVES***

Benedict Stuth, Airport Manager, Livermore Municipal Airport, City of Livermore, 680 Terminal Circle, Livermore, CA 94551. Telephone: 925-960-8230, Email: bjstuth@livermoreca.gov

Paula Freyaldenhoven, Assistant Airport Manager, Livermore Municipal Airport, 680 Terminal Circle, Livermore, CA 94551, Telephone: 925-960-8221, Email: plfreyaldenhoven@livermoreca.gov

6. ***ATTACHMENTS***

Also included in this application are the following attachments:

- Attachment 1 – Cost Estimates including Independent Fee Estimate (IFE)
- Attachment 2 – Exhibit A, Property Map
- Attachment 3 – Standard DOT Title VI Assurances
- Attachment 4 – System for Award Management (SAM)
- Attachment 5 – Sponsor Certifications

ATTACHMENT 1
COST ESTIMATES

LIVERMORE MUNICIPAL AIRPORT
LIVERMORE, ALAMEDA COUNTY, CALIFORNIA

Cost Estimates of the projects are included in this attachment as follows:

Attachment 1A– Breakdown of Engineering Costs
Attachment 1B – Breakdown of Administration Costs
Attachment 1C - Summary of Project Costs

Also includes
Record of Negotiation & Independent Fee Estimate (IFE)

ATTACHMENT NO. 1A

LIVERMORE MUNICIPAL AIRPORT
CITY OF LIVERMORE, CALIFORNIA

2026 AIRPORT IMPROVEMENT PROGRAM

BREAKDOWN OF ENGINEERING COSTS

Pavement Maintenance Management Plan (PMMP)

Staff	Total Hours	Total Rate	Total Total
Pavement Structure Determination			
Drilling Subconsultant			$ 37,500.00
Subconsultant Markup			3,750.00
Resident Engineer (Field)	58.0	$ 200.00	11,600.00
Senior Engineer - OT (Field)	12.0	300.00	3,600.00
Per Diem	5.0	260.00	1,300.00
Mileage	460.0	0.725	333.50
Geotechnical Engineer (Lab)	20.0	300.00	6,000.00
Senior Engineer (Lab)	45.0	190.00	8,550.00
Laboratory Technician (Lab)	12.0	90.00	1,080.00
Laboratory Apprentice (Lab)	20.0	50.00	1,000.00
Total Pavement Structure Determination			$ 74,713.50
		Use	$ 75,000.00
Heavy Weight Deflectometer Testing			
Mobilization (From Ventura, CA)			$ 7,000.00
HWD Testing	3 Days	4,000.00	12,000.00
HWD Equipment Set Up			1,000.00
HWD Per Diem	3 Days	260.00	780.00
HWD Photos - Lump Sum			500.00
HWD Project Management	10.0	240.00	2,400.00
Principal Engineer (HWD & PCI Visual)	30.0	300.00	9,000.00
Mileage - Principal Engineer	240.0	0.725	174.00
Per Diem - Principal Engineer	3.0	260.00	780.00
Total Falling Weight Deflectometer Testing			$ 33,634.00
		Use	$ 34,000.00
Pavement Condition Index (PCI)			
Surface Condition Survey	10.0	$ 300.00	$ 3,000.00
Evaluation of Data	16.0	300.00	4,800.00
Total PCI			$ 7,800.00
		Use	$ 8,000.00
Engineering Analysis and Report			
Principal Engineer	200.0	$ 300.00	$ 60,000
Senior Engineer	300.0	190.00	57,000
Junior Engineer	160.0	130.00	20,800
Project Administrator	24.0	100.00	2,400
Clerical	16.0	85.00	1,360
Total Engineering & Report			$ 141,560
		Use	$ 142,000
TOTAL			***$ 259,000***

LIVERMORE MUNICIPAL AIRPORT
CITY OF LIVERMORE, CALIFORNIA

2026 AIRPORT IMPROVEMENT PROGRAM

BREAKDOWN OF ADMINISTRATION COSTS

Pavement Maintenance Management Plan (PMMP)

City of Livermore Salaries	$ 4,500.00	
Independent Fee Estimate	3,500.00	
Expenses - Mailing, Printing, etc.	1,000.00	
Total Administration Costs	$ 9,000.00	
	Use	$ 9,000.00

ATTACHMENT NO. 1C

LIVERMORE MUNICIPAL AIRPORT
CITY OF LIVERMORE, CALIFORNIA

2026 AIRPORT IMPROVEMENT PROGRAM

SUMMARY OF PROJECT COSTS

Pavement Maintenance Management Plan

Engineering Costs:		
Pavement Structure Determination	$	75,000
Heavy Weight Deflectometer Testing		34,000
Pavement Condition Index (PCI)		8,000
Engineering Analysis and Report		142,000
Administration		9,000
Total Project Cost	$	268,000
F.A.A. Participation - 95%	$	254,600
Sponsor Participation	$	670
State Participation	$	12,730

CITY OF
LIVERMORE
CALIFORNIA

June 9, 2026

Mr. Lemuel del Castillo
Lead Civil Engineer
FAA San Francisco Airports District Office
2999 Oak Road, Ste 200
Walnut Creek, CA 94597-7776

Subject: Livermore Municipal Airport, Livermore, Alameda County, California
2026 Airport Improvement Program Professional Engineering Services
Pavement Maintenance Management Plan Application for Federal Assistance
Record Of Negotiation Associated With The IFE And Engineering Proposals

Dear Mr. del Castillo

This letter documents the process used by Livermore Municipal Airport to develop and evaluate an Independent Fee Estimate (IFE) for the proposed Pavement Maintenance Management Plan (PMMP), as well as the review and negotiation process associated with the IFE and the consultant's proposed project costs.

On June 2, 2026, Evectio Consulting Partners was provided the PMMP Scope of Work for preparation of an Independent Fee Estimate. On June 8, 2026, Airport staff received Evectio's IFE and Brandley Engineering's detailed cost estimate for the project. Upon review, Evectio's estimate was determined to be substantially lower than Brandley Engineering's estimate.

Airport staff reviewed both estimates and identified several key elements of the Scope of Work, particularly those associated with the engineering analysis and report development, that appeared to be underestimated in Evectio's IFE. Staff provided this feedback to Evectio and requested a reevaluation of the Scope of Work.

Following its second review, Evectio submitted a revised IFE that was within approximately 4.5 percent of Brandley Engineering's cost estimate, indicating that both estimates were generally consistent regarding the level of effort and resources required to complete the project. Based on this review, Airport staff determined that the revised IFE provides a reasonable basis for evaluating the proposed PMMP project costs. Based on the IFE and submitted proposal, the City of Livermore recommends accepting the consultant's proposal and finalizing the application for federal funding.

Please contact me if additional information is required.

Sincerely,

Benedict Stroth
Airport Manager
Livermore Municipal Airport

EVECTIO
Consulting Partners

June 9, 2026

Ms. Paula Freyaldenhoven
Assistant Airport Manager
Airport Division | Innovation & Economic Development Department
City of Livermore, California
680 Terminal Circle
Livermore, CA 94551
(925) 960-8227
plfreyaldenhoven@livermoreca.gov

Re: REVISED Independent Fee Estimate (IFE) for Livermore Municipal Airport | PMMP

Dear Ms. Freyaldenhoven,

Please find enclosed the REVISED results of the IFE that we completed for the Pavement Maintenance Management Plan (PMMP) project at the Livermore Municipal Airport. The revised estimated fees are summarized below:

Pavement Structure Determination	$79,860.00
Falling Weight Deflectometer Testing	$28,725.00
Pavement Condition Index	$22,943.00
Engineering Analysis and Report	$138,284.00
Misc Expenses	$1,500.00
TOTAL	**$271,312.00**

Below is a summary of the revisions made to the IFE, based on the additional information provided about the project. These revisions are highlighted in red text on the enclosed spreadsheet.

1) Geotechnical Drill Rig Costs: The original IFE did not fully recognize the total number of borings that would be completed as part of the on-site investigation. Nor did the original IFE adequately capture the additional mobilization costs resulting from the fact that the work would be divided by a weekend, requiring additional expenses.

2) Pavement Condition Index – Evaluation of Data: Based on the additional information provided, it is apparent that there are significantly more discrete pavement sections than was assumed as part of the original IFE. As such, additional hours have been included in the revised IFE for the evaluation of the PCI data.

3) Engineering Analysis and Report: Similar to the PCI Evaluation of Data item, the original IFE did not adequately take into account the large number of discrete pavement sections that would be evaluated as part of this project. Additionally, the original IFE did not factor in the time needed for cost benefit analysis, as noted in the additional information provided. Taking into account these factors, this revised IFE incorporates significantly more hours to the analysis and report related tasks.

EVECTIO
Consulting Partners

The revisions made to this IFE were completed in accordance with FAA Advisory Circular 150/5100-14E. Please contact me at 970-773-3549 or email me at cnocks@evectio.com if you have any further questions or concerns regarding this IFE. We appreciate your business and look forward to working with you again in the future.

Sincerely,

Christopher S. Nocks
Partner
Evectio Consulting Partners, LLC.

Enc:

1) REVISED Fee Calculation Spreadsheet

IFE - Table 1
Brandley - Engineering Breakdown - Livermore Municipal Airport, Pavement Maintenance Management Plan

	Principal Engineer (PE)	Senior Engineer	Junior Engineer	Project Administrator	Clerical	Resident Engineer	Mileage	Per Diem	Vehicle Rental	3 Man Drill Truck & Crew (Subconsultant)	HWD Testing (Subconsultant)	10% Subconsultant Markup	Sub-Totals By Item
Billing Rate	$305.00	$185.00	$125.00	$105.00	$90.00	$205.00	$0.73	$237.00	$100.00	Lump Sum	Lump Sum	10%	
Pavement Structure Determination													$ 79,860.00
Research Available Information from As-Builts / Reports			24										$ 3,000.00
Drilling Subconsultant													
Mobilization										$ 2,500.00		$ 250.00	$ 2,750.00
Truck Drill - 3-Man Crew										$ 27,000.00		$ 2,700.00	$ 29,700.00
Per Diem (Per Crew/Per Day)										$ 4,266.00		$ 426.60	$ 4,692.60
Materials - Soil Tubes, Concrete, Dye										$ 5,000.00		$ 500.00	$ 5,500.00
Senior (Resident) Engineer - Field						70							$ 14,350.00
Per Diem								6					$ 1,422.00
Mileage							780		6				$ 1,165.50
Geotechnical Engineer - Laboratory	16												$ 4,880.00
Senior Engineer - Laboratory		40											$ 7,400.00
Laboratory Technician			40										$ 5,000.00
Falling Weight Deflectometer Testing													$ 26,725.00
HWD Testing Subconsultant													
Mobilization (from Ventura, CA)											$ 1,000.00	$ 100.00	$ 1,100.00
HWD Testing - (3 Days)											$ 10,500.00	$ 1,050.00	$ 11,550.00
Equipment Set Up											$ 750.00	$ 75.00	$ 825.00
Per Diem											$ 711.00	$ 71.10	$ 782.10
Photos											$ 1,500.00	$ 150.00	$ 1,650.00
Project Management (HWD)											$ 2,000.00	$ 200.00	$ 2,200.00
Principal Engineer - HWD Testing Oversight / Management	30												$ 9,150.00
Mileage							630		3				$ 758.75
Per Diem								3					$ 711.00
Pavement Condition Index (PCI)													$ 22,945.00
Surface Condition Survey	10						50	1	1				$ 3,423.25
Evaluation of Data	64												$ 19,520.00
Engineering Analysis and Report													$ 138,284.00
Deep-seated Distress Analysis	120	96											$ 54,360.00
Pavement Maintenance Management Plan Report	120	48	160	40	40								$ 73,280.00
Presentation of Report	10						240		1				$ 3,324.00
FAA and City Coordination	24												$ 7,320.00
Sub-Totals by Personnel:	$120,170.00	$34,040.00	$26,000.00	$4,200.00	$3,600.00	$14,350.00	$1,232.50	$2,370.00	$1,100.00	$38,766.00	$16,461.00	$5,522.70	$ 269,812.00
Miscellaneous Expenses													$ 1,500.00
													$ 271,312.00

ATTACHMENT 1

ATTACHMENT 2
EXHIBIT "A", PROPERTY MAP

LIVERMORE MUNICIPAL AIRPORT
LIVERMORE, ALAMEDA COUNTY, CALIFORNIA

8/8/2012 BASINS / FLOOD PROTECTIONS EASEMENT DATA						
	PARCEL	ACREAGE	PROPERTY INTEREST	RECORDED	BOOK/PAGE	CITY SERIES NO.
H1	portion of AH-1	4.5 ±	Hydromodification Basin	5/1/1995		2003-300276
H2	portion of AH-1	5.3 ±	Flood Protection Area	12/14/1995		95-209202
H3	portion of AH-1	5.6 ±	Hydromodification Basin 2/3	12/14/1995		95-209202
H4	portion of AH-1	4.5 ±	Hydromodification Basin 2/3	4/19/1995		95-082194
H5	portion of AH-1	0.3 ±	Flood Protection Area	4/19/1995		95-082194
H6	portion of AH-1, AH-L	5.07±	Flood Protection Area	5/12/1995		95-154587
H7	portion of AH-1	2.2 ±	Flood Protection Area	4/19/1995		95-082194
H8	V-1	5.047	Flood Protection Area	2/14/1991		91-075034
SCP	AF-1, portion of AF-1, Y	30.3±	Southern Conveyance Facility	2/24/1994	2/24/94 SR2013/PG0-6	91-075035

ROAD (ROW) EASEMENT DATA						
	PARCEL	ACREAGE	PROPERTY INTEREST	RECORDED	BOOK/PAGE	CITY SERIES NO.
R1	portion of AJ-2	0.293	W. Jack London Blvd R.O.W.	12/12/1995	2/12/95 SR2013/PG0-6	95-209202
R2	portion of AJ-1	5.3 ±	W. Jack London Blvd & Road 4 (R.O.W.)	12/14/1995	2/12/95 SR2013/PG0-6	95-209202
R3	portion of AG-1	0.73±	W. Jack London Blvd R.O.W.	4/19/1995	2/12/95 SR2013/PG0-6	95-082194
R4	portion of AG-1 AG-2	0.252	Road 8 (60' R.O.W.)	5/12/1995	2/12/95 SR2013/PG0-6	95-154587
R5	portion of Y, X, W	4.5 ±	W. Jack London Blvd R.O.W.	2/26/1991	2/26/91 SR2013/PG0-6	91-075035
R6	portion of V	0.293	W. Jack London Blvd R.O.W.	2/26/1991	2/26/91 SR2013/PG0-6	91-075036
R7	portion of AC	7.6 ±	W. Jack London Blvd R.O.W.	5/1/1993	2/12/95 SR2013/PG0-6	93-259089
R8	portion of T	4.3 ±	Road 8 (60' R.O.W.)	5/5/1993	2/12/95 SR2013/PG0-6	93-259094
R9	portion of S	1.5 ±	W. Jack London Blvd R.O.W.	5/5/1993	2/12/95 SR2013/PG0-6	93-259094
R10	portion of AH-1	1.6 ±	W. Jack London Blvd R.O.W.	4/19/1995	2/12/95 SR2013/PG0-6	95-082194

EXISTING EASEMENT DATA						
PARCEL	ACREAGE	PROPERTY INTEREST	DATE ACQUIRED	BOOK/PAGE	PEDESTAL PROJECT	
K1	.02 ±	PUBLIC UTILITY	-	-	-	
K2	.02 ±	SLOPE EASEMENT	-	-	-	
C1	1.479	ROW & UTILITY	-	-	N/A	
200720-089	4.5 ±	EASEMENT	August 2011	-	LAND SWAP 200720-089	

Release of Airport Property					
Parcel ID	Acreage	Grantor	Grantee	FAA Approved Release	FAA Project
a-1 & a-2	4.5	Jolgsen-Hurd	City of Livermore	November 4, 2014	3-06-0123-12

NON-AERONAUTICAL LEASES
1. Las Positas Golf Course Ground Lease (110.0 acres)
2. Arrowsee Horse & Livestock Ranch Property Lease (17 acres)
3. Fire Station No. 10 Lease (0.72 acres)
4. Cattleman's Restaurant Lease (2.40 acres)
5. Airport Parking Ground Lease (3.79 acres)
6. Industrial Facility Leases (4): - Adamson Police Products, HK Dynes, Valley Machine and West Coast Bridge.

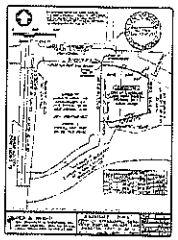
GENERAL NOTES:

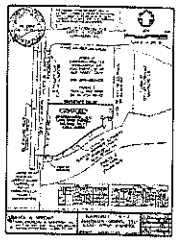
1. Federally obligated property for proposed release is in the Proposed Land Sale/Subdivision Subject to FAA Approval table.
2. Airport existing land is accounted for in the Existing Airport table.
3. Federally obligated property released is accounted for in the Release of Airport Property table. "(See Exhibits A-1 and B-1)".
4. Parcels use upper case labels and proposed subdivided parcels use lower case labels.

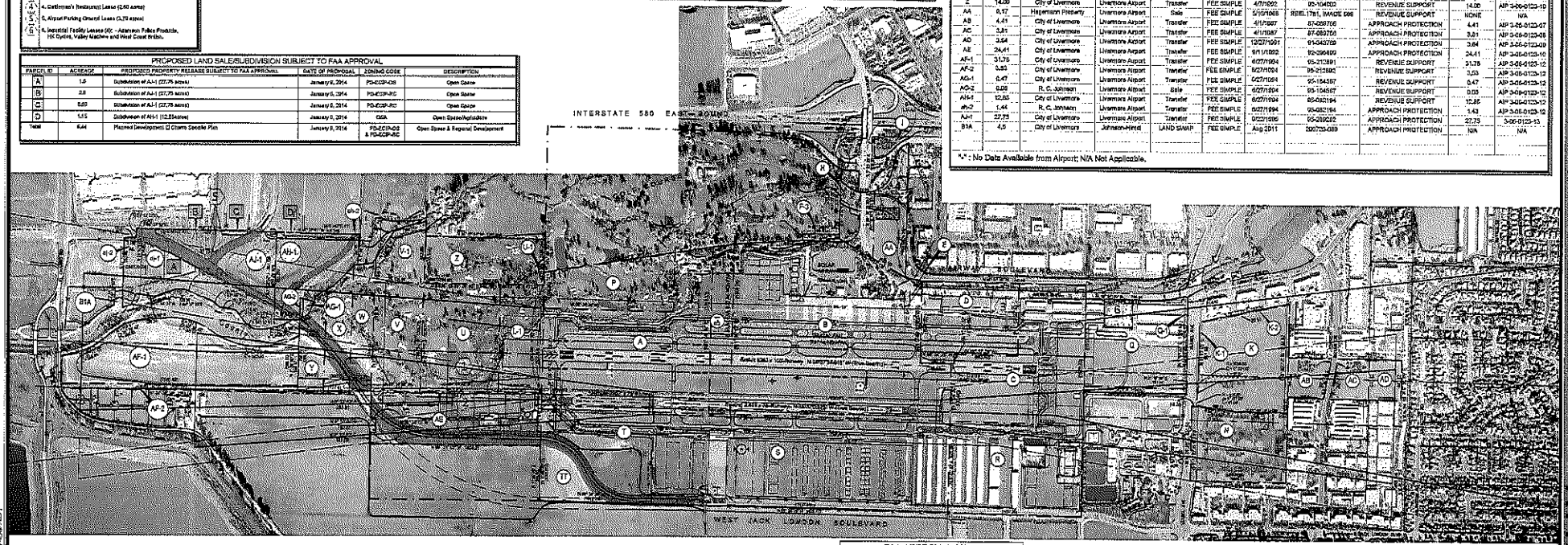
PROPOSED LAND SALE/SUBDIVISION SUBJECT TO FAA APPROVAL					
PARCEL ID	ACREAGE	PROPOSED PROPERTY RELEASE SUBJECT TO FAA APPROVAL	DATE OF PROPOSAL	ZONING CODE	DESCRIPTION
A	1.8	Subdivision of AJ-1 (27.75 acres)	January 8, 2014	PD-ECIP-OS	Open Space
B	2.8	Subdivision of AJ-1 (27.75 acres)	January 8, 2014	PD-ECIP-RC	Open Space
C	8.09	Subdivision of AJ-1 (27.75 acres)	January 8, 2014	PD-ECIP-RC	Open Space
D	1.15	Subdivision of AH-1 (12.05 acres)	January 8, 2014	GOA	Open Space/Agriculture
Total	6.44	Planned Development (2 Charm Specific Plan	January 8, 2014	PD-ECIP-OS & PD-ECIP-RC	Open Space & Regional Development

EXISTING AIRPORT PROPERTY										
PARCEL ID	ACREAGE	GRANTOR	GRANTEE	TYPE OF CONVEYANCE	PROPERTY INTEREST	DATE ACQUIRED	RECORDING INFORMATION	USAGE	FAA FUND SOURCE	FAA PROJECT
A	63.38	City of Livermore	Livermore Airport	Transfer	FEE SIMPLE	2/2/1965	AX-14844	AIRFIELD OPERATION	63.38	9-04-134-0501
B	90.00	City of Livermore	Livermore Airport	Transfer	FEE SIMPLE	2/2/1965	AX-14844	AIRFIELD OPERATION	FAA (90.42 Ac.)	9-04-134-0501
B-1	0.88	City of Livermore	Livermore Airport	Transfer	FEE SIMPLE	2/2/1965	AX-14844	AIRFIELD OPERATION	FAA (0.65 Ac.)	9-04-134-0501
C	37.82	City of Livermore	Livermore Airport	Transfer	FEE SIMPLE	2/2/1965	AX-14845	AIRFIELD OPERATION	37.82	9-04-134-0501
D	20.00	City of Livermore	Livermore Airport	Transfer	FEE SIMPLE	2/2/1965	AX-14845, AX-2540	GENERAL AVIATION	20.00	9-04-134-0501
E	.17	City of Livermore	Livermore Airport	Transfer	FEE SIMPLE	2/2/1965	AX-14845, AX-2549	REVENUE SUPPORT	0.17	9-04-134-0501
F-3	.54	City of Livermore	Livermore Airport	Transfer	FEE SIMPLE	2/2/1965	AX-14844	REVENUE SUPPORT	0.54	9-04-134-0501
H	6.00	City of Livermore	Livermore Airport	Transfer	FEE SIMPLE	3/16/1965	AX-20100	REVENUE SUPPORT	FAA (3.32 Ac.)	5-06-0123-02
I	1.70	Hagemann Property	Livermore Airport	Sale	FEE SIMPLE	8/10/1966	REEL 1761, IMAGE 882	REVENUE SUPPORT	FAA (2.48 Ac.)	9-04-134-0501
K	24.05	City of Livermore	Livermore Airport	Transfer	FEE SIMPLE	9/20/1966	REEL 2170, IMAGE 529	APPROACH PROTECTION	24.05	3-06-0123-14
L-1	13.00	City of Livermore	Livermore Airport	Transfer	FEE SIMPLE	6/24/1974	79-257048	APPROACH PROTECTION	13.00	AIP 3-06-0123-01
N	18.54	City of Livermore	Livermore Airport	Transfer	EASEMENT	1/23/1980	80-013079	APPROACH PROTECTION	18.54	AIP 3-06-0123-02
P	15.84	City of Livermore	Livermore Airport	Transfer	FEE SIMPLE	-	-	REVENUE SUPPORT	NONE	N/A
Q	28.14	City of Livermore	Livermore Airport	Transfer	FEE SIMPLE	-	-	APPROACH PROTECTION	NONE	N/A
R	33.44	Hagemann Property	Livermore Airport	Sale	FEE SIMPLE	6/24/1980	81-020537	GENERAL AVIATION	33.44	AIP 3-06-0123-02
S	74.03	Pleasanton Gravel Co.	Livermore Airport	Sale	FEE SIMPLE	5/23/1983	83-080094	GENERAL AVIATION	74.03	AIP 3-06-0123-01
T	28.58	City of Livermore	Livermore Airport	Transfer	FEE SIMPLE	6/23/1983	83-089094	AIRFIELD OPERATION	28.58	AIP 3-06-0123-03
TT	8.12	Pleasanton Gravel Co.	Livermore Airport	Sale	FEE SIMPLE	6/23/1983	83-089094	REVENUE SUPPORT	8.12	AIP 3-06-0123-03
U	22.06	City of Livermore	Livermore Airport	Transfer	FEE SIMPLE	12/29/1986	86-329071	APPROACH PROTECTION	22.06	AIP 3-06-0123-06
U-1	1.00	City of Livermore	Livermore Airport	Transfer	FEE SIMPLE	12/29/1986	86-329071	REVENUE SUPPORT	1.00	AIP 3-06-0123-06
V	14.66	City of Livermore	Livermore Airport	Transfer	FEE SIMPLE	3/22/1991	91-075036	APPROACH PROTECTION	14.66	AIP 3-06-0123-11
V-1	6.70	City of Livermore	Livermore Airport	Transfer	FEE SIMPLE	3/22/1991	91-075036	REVENUE SUPPORT	6.70	AIP 3-06-0123-11
W	7.57	City of Livermore	Livermore Airport	Transfer	FEE SIMPLE	3/22/1991	91-075035	REVENUE SUPPORT	7.57	AIP 3-06-0123-11
X	7.92	City of Livermore	Livermore Airport	Transfer	FEE SIMPLE	3/22/1991	91-075035	REVENUE SUPPORT	7.92	AIP 3-06-0123-11
Y	6.13	City of Livermore	Livermore Airport	Transfer	FEE SIMPLE	3/22/1991	91-075035	REVENUE SUPPORT	6.13	AIP 3-06-0123-11
Z	14.00	City of Livermore	Livermore Airport	Transfer	FEE SIMPLE	4/7/1992	92-104002	REVENUE SUPPORT	14.00	AIP 3-06-0123-10
AA	0.17	Hagemann Property	Livermore Airport	Sale	FEE SIMPLE	5/10/1995	REEL 1761, IMAGE 886	REVENUE SUPPORT	NONE	N/A
AB	4.41	City of Livermore	Livermore Airport	Transfer	FEE SIMPLE	4/1/1997	97-069766	APPROACH PROTECTION	4.41	AIP 3-06-0123-07
AC	3.81	City of Livermore	Livermore Airport	Transfer	FEE SIMPLE	4/1/1997	97-069766	APPROACH PROTECTION	3.81	AIP 3-06-0123-08
AD	3.64	City of Livermore	Livermore Airport	Transfer	FEE SIMPLE	12/27/1997	97-343769	APPROACH PROTECTION	3.64	AIP 3-06-0123-09
AE	24.41	City of Livermore	Livermore Airport	Transfer	FEE SIMPLE	9/11/1992	92-396499	APPROACH PROTECTION	24.41	AIP 3-06-0123-10
AF-1	31.75	City of Livermore	Livermore Airport	Transfer	FEE SIMPLE	6/27/1994	95-212891	REVENUE SUPPORT	31.75	AIP 3-06-0123-12
AF-2	3.53	City of Livermore	Livermore Airport	Transfer	FEE SIMPLE	6/27/1994	95-212892	REVENUE SUPPORT	3.53	AIP 3-06-0123-12
AG-1	0.47	City of Livermore	Livermore Airport	Transfer	FEE SIMPLE	6/27/1994	95-154587	REVENUE SUPPORT	0.47	AIP 3-06-0123-12
AG-2	0.08	R. C. Johnson	Livermore Airport	Sale	FEE SIMPLE	6/27/1994	95-154587	REVENUE SUPPORT	0.08	AIP 3-06-0123-12
AH-1	12.85	City of Livermore	Livermore Airport	Transfer	FEE SIMPLE	6/27/1994	95-082194	REVENUE SUPPORT	12.85	AIP 3-06-0123-12
AH-2	1.44	R. C. Johnson	Livermore Airport	Transfer	FEE SIMPLE	6/27/1994	95-082194	APPROACH PROTECTION	1.43	AIP 3-06-0123-12
AJ-1	27.73	City of Livermore	Livermore Airport	Transfer	FEE SIMPLE	9/22/1995	95-209202	APPROACH PROTECTION	27.73	3-06-0123-13
B1A	4.5	City of Livermore	Johnson-Hurd	LAND SWAP	FEE SIMPLE	Aug 2011	200720-089	APPROACH PROTECTION	N/A	N/A

"-" : No Data Available from Airport; N/A Not Applicable.







LEGEND		
EXISTING	US FRA FC	DESCRIPTION
	CONC	ABANDONED PAVEMENT (To Be Removed)
		AIRPORT PROPERTY LINE
		AIRPORT REFERENCE POINT (ARP)
		BUILDING ABANDONMENT (To Be Removed)
	BLDG	BUILDING
	DRAIN	DRAINAGE
	PVMT	PAVEMENT
	PARCEL	PARCELS
		RUNWAY PROTECTION ZONE (RPZ)
	BARC	BUILDING RESTRICTION LINE (BRL)
	BARC	MALSR APPROACH LIGHT SYSTEM
	BARC	HIRTA (CLEAR TO FREE ONE POST)
N/A	RUNWAY	RUNWAY SHADE
		APPROACH SURFACE

PROPERTY LEGEND

- Existing Road R.O.W.
- Existing Easements
- Existing Airport Land for Revenue Support and Approach Protection

FAA APPROVAL STAMP

Magnetic Declination, 17° 53' 38" East (APRIL 10, 2012) Annual Rate of Change 0.8° W Per Year

0 500 1000 1500 SCALE IN FEET

No.	REVISIONS	DATE	BY	APPD.
1	AIRPORT LAYOUT PLAN (UPDATE)	9/09/14	Coffman	-
2	AIRPORT LAYOUT PLAN (UPDATE)	11/21/07	Carter/Burgess	

THE CONTENTS OF THIS PLAN DO NOT NECESSARILY REFLECT THE OFFICIAL VIEWS OR POLICY OF THE F.A.A. ACCEPTANCE OF THIS DOCUMENT BY THE F.A.A. DOES NOT IN ANY WAY CONSTITUTE A COMMITMENT ON THE PART OF THE UNITED STATES TO PARTICIPATE IN ANY DEVELOPMENT DEPICTED HEREIN NOR DOES IT INDICATE THAT THE PROPOSED DEVELOPMENT IS ENVIRONMENTALLY ACCEPTABLE IN ACCORDANCE WITH APPROPRIATE PUBLIC LAWS.

LIVERMORE MUNICIPAL AIRPORT
EXHIBIT A
AIRPORT PROPERTY INVENTORY MAPS
Livermore, California

PLANNED BY: Patrick C. Taylor
DETAILED BY: Larry S. Johnson
APPROVED BY: James M. Hawkins P.E.

Coffman Associates
Airport Consultants
www.coffmanassociates.com

September 25, 2014 | SHEET 12 OF 14

ATTACHMENT 1

ATTACHMENT 3
STANDARD DOT TITLE VI ASSURANCES

LIVERMORE MUNICIPAL AIRPORT
LIVERMORE, ALAMEDA COUNTY, CALIFORNIA

ATTACHMENT NO. 3

STANDARD DOT TITLE VI ASSURANCES

The City of Livermore (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Sections 21.23(e) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.

2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.

3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:

(a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this Project; and

(b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.

6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods:

(a) The period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) The period during which the Sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED 6/12/26

CITY OF LIVERMORE
(Sponsor)

By Paul Spence
Assistant City Manager

STANDARD DOT TITLE VI ASSURANCES 8/29/96

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's non-compliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

   a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

   b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD DOT TITLE VI ASSURANCES 8/29/96

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

ATTACHMENT 4
SYSTEM FOR AWARD MANAGEMENT (SAM)

LIVERMORE MUNICIPAL AIRPORT
LIVERMORE, ALAMEDA COUNTY, CALIFORNIA

SAM.GOV®

CITY OF LIVERMORE

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
KGBMZK3CQF36	53GC5	All Awards
Registration Status	Expiration Date	
Active Registration	Nov 25, 2026	
Physical Address	Mailing Address	
1052 S Livermore AVE Livermore, California 94550-4813 United States	1052 South Livermore AVE Livermore, California 94550-4813 United States	

Business Information

Doing Business as	Division Name	Division Number
CITY OF LIVERMORE	(blank)	(blank)
Congressional District	State / Country of Incorporation	URL
California 14	(blank) / (blank)	http://www.LivermoreCA.gov

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Nov 27, 2025	Nov 25, 2025	May 28, 2008

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Apr 1, 1876	Jun 30

Immediate Owner

CAGE	Legal Business Name
(blank)	(blank)

Highest Level Owner

CAGE	Legal Business Name
(blank)	(blank)

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
U.S. Government Entity	US Local Government	(blank)
Profit Structure		
(blank)		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Government Types

U.S. Local Government
Municipality
City

Other Government Entities

Council of Governments

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	No

EFT Indicator	CAGE Code
0000	53GC5

Points of Contact

Electronic Business

Tze-Ki Lam, Management Analyst

1052 S. Livermore Avenue
Livermore, California 94550
United States

Government Business

Tze-Ki Lam, Management Analyst

1052 S. Livermore Avenue
Livermore, California 94550
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	925110	Administration Of Housing Programs
	922160	Fire Protection

Disaster Response

This entity does not appear in the disaster response registry.

ATTACHMENT 5
SPONSOR CERTIFICATIONS

LIVERMORE MUNICIPAL AIRPORT
LIVERMORE, ALAMEDA COUNTY, CALIFORNIA

This attachment consists of the following Sponsor Certifications:
Drug-Free Workplace
Selection of Consultants
Potential Conflicts of Interests

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 6/30/2023

Drug-Free Workplace
Airport Improvement Program Sponsor Certification

Sponsor: City of Livermore

Airport: Livermore Municipal Airport

Project Number: AIP No. 3-06-0123- -2026

Description of Work: Pavement Maintenance Management Plan (PMMP)

Application
49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements
Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

   ☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

   a. The dangers of drug abuse in the workplace;

   b. The sponsor's policy of maintaining a drug-free workplace;

   c. Any available drug counseling, rehabilitation, and employee assistance programs; and

   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

   ☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

   ☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

   a. Abide by the terms of the statement; and

   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

   ☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

   ☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

   a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and

   b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

   ☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

   ☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1
Name of Location: Livermore Municipal Airport
Address: 680 Terminal Circle, Livermore, CA 94551

Location 2 (if applicable)
Name of Location:
Address:

Location 3 (if applicable)
Name of Location:
Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 12th day of June, 2026.

Name of Sponsor: City of Livermore

Name of Sponsor's Authorized Official: Paul Spence

Title of Sponsor's Authorized Official: Assistant City Manager

Signature of Sponsor's Authorized Official: Paul Spence

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department
of Transportation
Federal Aviation Administration

FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 6/30/2023

Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor: City of Livermore

Airport: Livermore Municipal Airport

Project Number: AIP No. 3-06-0123- -2026

Description of Work: Pavement Maintenance Management Plan (PMMP)

Application
49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements
Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

   ☒ Yes ☐ No ☐ N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

5. Sponsor has publicized or will publicize a RFQ that:

   a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and

   b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).

   ☒ Yes ☐ No ☐ N/A

6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).

   ☒ Yes ☐ No ☐ N/A

7. Sponsor has verified or will verify that agreements exceeding $25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).

   ☒ Yes ☐ No ☐ N/A

8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:

   a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and

   b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).

   ☒ Yes ☐ No ☐ N/A

9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).

   ☒ Yes ☐ No ☐ N/A

10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).

    ☒ Yes ☐ No ☐ N/A

11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).

    ☒ Yes ☐ No ☐ N/A

12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)

    ☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:
    a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
    b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
    c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

    ☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 12th day of June, 2026 .

Name of Sponsor: City of Livermore

Name of Sponsor's Authorized Official: Paul Spence

Title of Sponsor's Authorized Official: Assistant City Manager

Signature of Sponsor's Authorized Official: Paul Spence

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department
of Transportation
Federal Aviation Administration

FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

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U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 6/30/2023

Certification and Disclosure Regarding Potential Conflicts of Interest
Airport Improvement Program Sponsor Certification

Sponsor: City of Livermore

Airport: Livermore Municipal Airport

Project Number: AIP No. 3-06-0123- -2026

Description of Work: Pavement Maintenance Management Plan (PMMP)

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

a) The employee, officer or agent,

b) Any member of his immediate family,

c) His or her partner, or

d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

   ☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

   ☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

   ☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 12th day of June, 2026 .

Name of Sponsor: City of Livermore

Name of Sponsor's Authorized Official: Paul Spence

Title of Sponsor's Authorized Official: Assistant City Manager

Signature of Sponsor's Authorized Official: Paul Spence

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

PAVEMENT MAINTENANCE MANAGEMENT PLAN

Project No.: AR202718

COMMUNITY PILLAR: A City That Works

GOAL: 14: Develop, operate, and maintain the City's infrastructure.

FUNDING: A F.A.A. grant will cover the majority of the project with matching from a state grant and the Airport Operating Fund.

O&M COST ASSUMPTIONS: There will be no additional O&M costs for this project.

Project Description:

The project will include pavement section determination studies to identify existing pavement sections and underlying subgrade soils, pavement condition surveys to assess surface deterioration and calculate the Pavement Condition Index (PCI), and non-destructive load testing to support fatigue analyses used to evaluate deep-seated distress and estimate remaining pavement life. The resulting Pavement Maintenance/Management Program (PMMP) will provide recommended maintenance and reconstruction strategies, along with a schedule for implementation, to extend the service life of pavement sections by at least 20 years under forecast traffic conditions. The PMMP will also include estimated maintenance and reconstruction costs, enabling the Sponsor and the FAA to evaluate the timing and scope of rehabilitation, reconstruction, and maintenance activities necessary to maintain safe pavement operating conditions.

PROJECT LOCATION

Airport

Project Justification:

The F.A.A. has a requirement for the Sponsor, in order to remain eligible for Federal funding, to prepare and maintain an updated copy of the PMMP for the airport. A PMMP is necessary to justify and plan all pavement rehabilitation or maintenance projects required at the airport. A new comprehensive PMMP is proposed including pavement condition surveys to determine PCI and non-destructive load tests to determine deep-seated distress and remaining pavement life.

PROJECT FUNDING

Fund	FY2025-26	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-45	Total
Airport Operating Fund (600)	$0	$1,340	$0	$0	$0	$0	**$1,340**
Federal Grant- Airport (601)	$0	$254,600	$0	$0	$0	$0	**$254,600**
State Grant - Airport (601)	$0	$12,730	$0	$0	$0	$0	**$12,730**
TOTAL	**$0**	**$268,670**	**$0**	**$0**	**$0**	**$0**	**$268,670**

CITY OF LIVERMORE CALIFORNIA

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) ACCEPTING $254,600 TO UPDATE THE PAVEMENT MAINTENANCE MANAGEMENT PLAN (PAVEMENT PLAN) AND APPROPRIATE THE NECESSARY FUNDS TO COMPLETE THE PROJECT

The Livermore Municipal Airport is a public-use airport owned and operated by the City of Livermore (Airport Sponsor) and is subject to the jurisdiction and requirements of the FAA.

The FAA requires airport sponsors to maintain a current Pavement Plan as a condition of eligibility for Airport Improvement Program (AIP) funding. The Airport's existing Pavement Plan was completed in 2021 and must be updated to satisfy FAA requirements and maintain eligibility for future federal funding.

On June 12, 2026, the City submitted an application to the FAA for AIP funding to update the Pavement Plan.

Following review of the City's application, the FAA selected the project for funding.

The City Council held a public meeting on September 14, 2026 to consider the Resolution.

The acceptance of FAA grant funds and appropriation of those funds to prepare the Pavement Plan does not constitute a project under the California Environmental Quality Act (CEQA) Section 21065 and CEQA Guidelines Section 15378. The appropriation of funds for preparation of the Pavement Plan does not have the potential for resulting in either a direct or a reasonably foreseeable indirect physical change to the environment. Therefore, no environmental review under CEQA is required.

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 the FAA AIP Grant Agreement, attached hereto as Exhibit A, to accept $254,600;
2. Appropriates $254,600 in FAA grant funds to Capital Improvement Project AR202718 for the Pavement Plan;
3. Appropriates $1,340 from the Livermore Municipal Airport Enterprise Fund to Capital Improvement Project AR202718 to satisfy the required local match;
4. Authorizes the City Manager to take all necessary and appropriate actions to carry out the purpose and intent of this resolution, including making changes to the grant funding documents, which shall be approved as to form by the City Attorney or her designee.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 14, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Senior Assistant City Attorney

Exhibit A – Grant Agreement

U.S. Department of Transportation Federal Aviation Administration

Airports Division Western-Pacific Region California

**San Francisco Airports District Office:
2999 Oak Road, Suite 200
Walnut Creek, CA 94597**

Mr. Paul Spence
Assistant City Manager
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

Dear Mr. Paul Spence:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-06-0123-035-2026 at Livermore Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

***Steps You Must Take to Enter Into Agreement*.**

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 15, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend $1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Lemuel del Castillo, (925) 546-6440, lemuel.del.castillo@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Amy Choi
SFO ADO Manager

U.S. Department of Transportation Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date

Airport/Planning Area: Livermore Municipal Airport

Airport Grant Number: 3-06-0123-035-2026

Unique Entity Identifier: KGBMZK3CQF36

TO: City of Livermore

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a Project Application dated June 12, 2026, for a grant of federal funds for a project at or associated with the Livermore Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Livermore Municipal Airport (herein called the "Project") consisting of the following:

Update Pavement Management Plan

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.116**.**

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $254,600.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):
   $0 for planning
   $254,600 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

   a. Period of Performance:

      i. Start Date: The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.

      ii. End Date: Four (4) years to the calendar day from the date of acceptance.

      iii. Extension of the Period of Performance (PoP): The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

      The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

   b. Budget Period:

      i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

c. Appropriation Period of Availability and Expenditure:

i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.

ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

i. The recipient fails to comply with the terms and conditions of this agreement;

ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;

iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;

iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;

v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;

vi. The recipient requests that the FAA terminate the agreement under this section; or

vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. <u>Ineligible or Unallowable Costs</u>. In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing

policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before September 15, 2026, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.

   b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by $25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        i. 15 percent; or

        ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

    PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

    a. Verify the non-federal entity is eligible to participate in this federal program by:

        i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or

        ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

        iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. <u>Ban on Texting While Driving</u>.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:

i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.

ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. <u>Trafficking in Persons</u>.

a. *Posting of contact information.*

i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a sponsor that is a private entity.*

i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:

a) Severe forms of trafficking in persons;

b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;

c) The use of forced labor in the performance of this grant; or any subaward; or

d) Acts that directly support or advance trafficking in persons, including the following acts:

1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

4. Charging recruited employees a placement or recruitment fee; or

5. Providing or arranging housing that fails to meet the host country's housing and safety standards.

ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

c. *Provisions applicable to a sponsor other than a private entity.*

i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or

2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

d. Provisions applicable to any sponsor or subrecipient.

i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.

iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.

iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).

e. *Definitions. For purposes of this grant award, term:*

i. "Employee" means either:

a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or

b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

ii. "Private Entity" means:

a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.

b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. <u>Grant Funded Work Included in a PFC Application</u>. Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. <u>Exhibit "A" Property Map</u>. The Exhibit "A" Property Map dated March 11, 2020, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

25. <u>Employee Protection from Reprisal</u>. In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:

    a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and

    b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

30. **National Airspace System Requirements.**

    a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

    b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:

        i. Additional conditions on the award;

ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or

iii. Any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

31. <u>Signage Costs for Construction Projects.</u> The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

32. <u>Pavement Maintenance Management Program</u>. The sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 USC § 47105(e). The sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with federal financial assistance at the airport. The sponsor further agrees that the program will:

a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

i. Location of all runways, taxiways, and aprons;

ii. Dimensions;

iii. Type of pavement; and,

iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.

2. Inspection Schedule.

i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

i. Inspection date;

ii. Location;

iii. Distress types; and

iv. Maintenance scheduled or performed.

4. Information Retrieval System. The sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

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

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

_____
(Signature)

_____
(Typed Name)

_____
(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

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

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated _____

City of Livermore
(Name of Sponsor)

_____
(Signature of Sponsor's Authorized Official)

By: _____
(Typed Name of Sponsor's Authorized Official)

Title: _____
(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __California__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 USC subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.

d. Hatch Act – 5 USC § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 USC § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 USC § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 USC § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 USC § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 USC § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 USC § 4012a.[1]

l. 49 USC § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 USC § 794.

n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 USC § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 USC § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 USC § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 USC § 874.[1]

v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.

x. Single Audit Act of 1984 – 31 USC § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 USC 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

   The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance-Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to ensure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or
2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The (**City of Livermore**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
    1. Reinvestment in an approved noise compatibility project;
    2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
    3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
    4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
    5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

    If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of June 12, 2026.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantage Business Enterprise (ACDBE) Program.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.23**

DATE: September 14, 2026

TO: Honorable Mayor and City Council

FROM: Benny Stuth, Airport Manager

SUBJECT: Resolution authorizing the City Manager to execute a Grant Agreement with the Federal Aviation Administration (FAA) accepting $35,435 for the Vehicle Movement Area Transponder (VMAT) Purchase and Installation Project, add the project to the City's Five-Year Capital Improvement Plan, and appropriate the necessary funds to complete the project.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution to:

1. Authorizes the City Manager, or designee, to execute the Federal Aviation Administration Airport Improvement Program Grant Agreement to accept $35,435 for the Vehicle Movement Area Transponder (VMAT) Purchase and Installation Project;
2. Adds the FAA Vehicle Movement Area Transponder (VMAT) Purchase and Installation Project AR202721 to the 2025-2030 Capital Improvement Plan;
3. Appropriates $35,435 in Federal Aviation Administration Airport Improvement Program grant funds to Capital Improvement Project AR202721 for the FAA Vehicle Movement Area Transponder (VMAT) Purchase and Installation Project;
4. Appropriates $1,865 from the Livermore Municipal Airport Enterprise Fund to Capital Improvement Project AR202721 for the FAA Vehicle Movement Area Transponder (VMAT) Purchase and Installation Project to provide the required local match for the project; and,
5. Authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including making minor , in changes which shall be approved as to form by the City Attorney or her designee, to the grant funding documents.

SUMMARY

The Vehicle Movement Area Transponder (VMAT) Purchase and Installation Project will equip eligible Airport operations vehicles with transponders that integrate with the FAA's recently installed Surface Awareness Initiative (SAI) system, a runway safety program designed to provide real-time information about vehicles moving on the surface of the Airport. The project will improve the identification and tracking of vehicles operating on the airfield, enhance situational awareness, and support efforts to

reduce the risk of runway incursions.

Following completion of the SAI installation, the Airport became eligible for FAA funding for VMAT equipment. The FAA subsequently identified a funding opportunity and selected the Airport's VMAT project for funding. Approval of this item will add Project AR202721 to the City's Five-Year Capital Improvement Plan and authorize the City Manager, or her designee, to accept and execute the FAA Grant Agreement, and appropriate funding necessary to complete the project.

DISCUSSION

Airport Improvement Program and Vehicle Movement Area Transponders

The Livermore Municipal Airport is a public-use airport owned and operated by the City of Livermore (City or Airport Sponsor). The City undertakes routine capital infrastructure and safety projects to maintain the Airport and keep it operational. The FAA regularly provides grant funds to local airports for eligible infrastructure and safety projects through its Airport Improvement Program (AIP).

In April 2026, the Livermore Municipal Airport completed installation of the FAA's Surface Awareness Initiative (SAI) system, a runway safety program designed to provide real-time information about vehicles moving on the surface of the Airport. Completion of the SAI installation made the Airport eligible for FAA funding purchase and install Vehicle Movement Area Transponders (VMATs) on eligible Airport operations vehicles.

Vehicles equipped with VMATs are able to be identified and tracked within the surface-awareness system, providing air traffic controllers and Airport personnel with improved situational awareness of vehicle movements on the airfield. The proposed project will purchase and install VMAT equipment on eligible Airport vehicles, complementing the recently installed SAI system and supporting the Airport's ongoing efforts to improve movement-area safety and reduce the risk of runway incursions.

Selection and Grant Requirements

In October 2024, the FAA expanded AIP eligibility to include the purchase and installation of VMAT equipment at eligible airports. On July 14, 2026, the FAA notified Airport staff that additional AIP funding was available for eligible VMAT projects and requested submission of a completed preapplication by July 15, 2026. Staff completed the preapplication, which did not obligate the City to proceed with the project.

On August 12, 2026, the FAA notified Airport staff that the VMAT Purchase and Installation Project had been selected for funding and that the Grant Agreement would be transmitted electronically in September 2026. In order to receive the grant funds, the City must:

1. Program the project into the local Capital Improvement Plan (CIP);
2. Provide the required local funds match;
3. Enter into a Grant Agreement by the acceptance deadline established by the FAA, as authorized by the local legislative body; and,
4. Agree to the applicable FAA Grant Assurances.

Unlike the Airport's other FAA grant projects recently added to the City's Five-Year CIP, the VMAT project had not yet been selected for funding when those projects were advanced for City Council

consideration. Because FAA selection occurred after the applicable capital planning process, the VMAT project was not previously included in the City's Five-Year CIP. Accordingly, this action includes the addition of VMAT Project AR202721 to the CIP.

The Grant Agreement must be accepted and executed as directed by the FAA, to remain eligible for funding. Failure to obtain City Council authorization and timely execute the Grant Agreement would result in the loss of this funding opportunity and delay the project until at least the next federal funding cycle in approximately one year. It is the understanding of staff that the Grant Agreement will be transmitted and require execution on or before September 30, 2026, the last day of the federal fiscal year.

Next Steps

The City has not yet received the Grant Agreement, and, based on correspondence with the FAA, staff believes the Grant Agreement may not be received until several days before the submission deadline. To prepare for this, Airport staff provided relevant departments with a sample Grant Agreement (Exhibit A to the Resolution) for advance review of the FAA's standard grant language. FAA grant awards are issued using the FAA's standard Grant Agreement and are not subject to negotiation or modification by the City, so the sample agreement serves as a useful proxy for the final agreement. Should the Grant Agreement be transmitted in time, it will be added as supplemental material.

Upon receipt, Airport staff will provide the Grant Agreement to the City Attorney's Office and the Administrative Services Department for legal and financial review. Following completion of the review and City Council approval of the grant resolution, the City Manager, or designee, would execute the Grant Agreement.

The project will allow the Airport to leverage available federal funding to enhance the recently installed SAI system while improving situational awareness and safety for aircraft and vehicles operating on the airfield.

ENVIRONMENTAL DOCUMENTATION

The acceptance of FAA grant funds and appropriation of those funds to purchase and install Vehicle Movement Area Transponders (VMATs) does not constitute a project under the California Environmental Quality Act (CEQA) Section 21065 and CEQA Guidelines Section 15378. The purchase and installation of VMATs does not have the potential for resulting in either a direct or a reasonably foreseeable indirect physical change to the environment. Therefore, no environmental review under CEQA is required.

FISCAL AND ADMINISTRATIVE IMPACTS

Funding for the FAA Vehicle Movement Area Transponder (VMAT) Purchase and Installation Project is anticipated to consist of FAA Airport Improvement Program grant funds and Airport Enterprise Funds. As shown in the table below, total project costs are estimated to be $37,300, with $35,435 in Federal Grant Funds (Fund 601) and $1,865 in Airport Enterprise Funds (Fund 600) to satisfy the required local match.

Fund	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	Total

Airport Enterprise Fund (600)	0	$1,865	0	0	0	0	$1,865
Federal Grant-Airport (601)	0	$35,435	0	0	0	0	$35,435
Total	0	$37,300	0	0	0	0	$37,300

COMMUNITY PILLAR

5. A City That Works

GOAL

14. Develop, operate, and maintain the City's infrastructure.

ATTACHMENTS

1. FAA Application - VMAT
2. City CIP Project Sheet
3. Resolution
4. Exhibit A - Sample Grant Agreement

Prepared by: Benedict Stuth
Airport Manager

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Kristen Hilton
Acting Administrative Services Director

ATTACHMENT 1

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

*1. Type of Submission:	*2. Type of Application	* If Revision, select appropriate letter(s):
[X] Preapplication	[X] New	
[ ] Application	[ ] Continuation	* Other (Specify)
[ ] Changed/Corrected Application	[ ] Revision	

*3. Date Received:

4. Applicant Identifier: LVK

5a. Federal Entity Identifier: LVK - 3-06-0123-

5b. Federal Award Identifier:

State Use Only:

6. Date Received by **State**:

7. **State** Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Livermore

*b. Employer/Taxpayer Identification Number (EIN/TIN): 94-6000035

*c. UEI: KGBMZK3CQF36

d. Address:

*Street 1: 1052 South Livermore Avenue

Street 2:

*City: Livermore

County/Parish: Alameda

*State: Province: CA

*Country: USA: United States

*Zip / Postal Code 94550-4813

e. Organizational Unit:

Department Name: Innovation and Economic Development

Division Name: Airport

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Benedict

Middle Name:

*Last Name: Stuth

Suffix:

Title: Airport Manager

Organizational Affiliation: Livermore Municipal Airport

*Telephone Number: (925) 960-8221

Fax Number:

*Email: bjstuth@livermoreca.gov

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

*Title:

N/A

13. Competition Identification Number:

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

***15. Descriptive Title of Applicant's Project:**

Livermore Municipal Airport, Alameda County, California: Vehicle Movement Area Transponder Purchase and Installation

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: CA-014 *b. Program/Project: CA-014

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 10/01/2026 *b. End Date: 09/02/2027

18. Estimated Funding ($):

*a. Federal	$ 35,435
*b. Applicant	$ 1,865
*c. State	$ 0
*d. Local	$ 0
*e. Other	$ 0
*f. Program Income	
*g. TOTAL	$ 37,300

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☒ a. This application was made available to the State under the Executive Order 12372 Process for review on _____ .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Brandon

Middle Name:

*Last Name: Cardwell

Suffix:

*Title:Director of Innovation & Economic Development

*Telephone Number: 925-960-4147 Fax Number:

* Email: bwcardwell@livermoreca.gov

*Signature of Authorized Representative: *Date Signed: 7/15/26

VEHICLE MOVEMENT AREA TRANSPONDERS

Project No.: AR202721

COMMUNITY PILLAR: A City That Works

GOAL: 14: Develop, operate, and maintain the City's infrastructure.

FUNDING: A F.A.A. grant will cover the majority of the project with matching from a state grant and the Airport Operating Fund.

O&M COST ASSUMPTIONS: There will be no additional O&M costs for this project.

PROJECT LOCATION
Airport

Project Description:

This project will purchase and install FAA-approved Vehicle Movement Area Transponders (VMATs) on eligible Airport operations vehicles. VMATs transmit vehicle position and identification information to the Airport's Surface Awareness Initiative (SAI) system, allowing equipped vehicles to be displayed by position and call sign on surface displays in the Air Traffic Control Tower. The project will improve surface vehicle tracking, situational awareness, and airfield safety.

Project Justification:

The FAA and aviation community are pursuing a goal of zero serious close calls through initiatives focused on reducing runway incursions involving both aircraft and ground vehicles. The FAA's Surface Awareness Initiative (SAI) uses Automatic Dependent Surveillance-Broadcast (ADS-B) technology to provide Air Traffic Control with enhanced situational awareness of aircraft and vehicles operating on the airport surface.
Livermore Municipal Airport completed installation of its SAI system in April 2026, making the Airport eligible for FAA Airport Improvement Program funding for VMAT acquisition and installation. The FAA recommends that airport vehicles regularly operating on the movement area at SAI-equipped airports be equipped with VMATs. Installation of VMATs on eligible Airport vehicles will enhance Air Traffic Control's ability to identify and track vehicle movements and support the Airport's ongoing efforts to reduce the risk of runway incursions and other surface safety events.

PROJECT FUNDING

Fund	FY2025-26	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-45	Total
Airport Operating Fund (600)	$0	$1,865	$0	$0	$0	$0	**$1,865**
Federal Grant- Airport (601)	$0	$35,435	$0	$0	$0	$0	**$35,435**
TOTAL	**$0**	**$37,300**	**$0**	**$0**	**$0**	**$0**	**$37,300**

CITY OF LIVERMORE CALIFORNIA

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE CITY MANAGERTO EXECUTE A GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) ACCEPTING $35,435 FOR THE VEHICLE MOVEMENT AREA TRANSPONDER (VMAT) PURCHASE AND INSTALLATION PROJECT, ADD THE PROJECT TO THE CITY'S FIVE-YEAR CAPITAL IMPROVEMENT PLAN, AND APPROPRIATE THE NECESSARY FUNDS TO COMPLETE THE PROJECT

The Federal Aviation Administration ("FAA") provides Airport Improvement Program ("AIP") funding for the purchase and installation of Vehicle Movement Area Transponders ("VMATs") at eligible airports. The Livermore Municipal Airport completed installation of the FAA Surface Awareness Initiative ("SAI") system in April 2026, making the Airport eligible for VMAT funding.

On July 14, 2026, the FAA notified Airport staff that additional AIP funding was available and required submission of a completed preapplication by noon on July 15, 2026. Airport staff submitted the required preapplication within the FAA's deadline to preserve the City's opportunity to receive the available federal funding.

On August 12, 2026, the FAA notified Airport staff that the VMAT Purchase and Installation Project had been selected for funding and that the grant award would be transmitted electronically in September 2026. The proposed project cost is $37,300, consisting of $35,435 in FAA grant funds and a $1,865 local match from the Livermore Municipal Airport Enterprise Fund.

The acceptance of FAA grant funds and appropriation of those funds to purchase and install Vehicle Movement Area Transponders (VMATs) does not constitute a project under the California Environmental Quality Act (CEQA) Section 21065 and CEQA Guidelines Section 15378. The purchase and installation of VMATs does not have the potential for resulting in either a direct or a reasonably foreseeable indirect physical change to the environment. Therefore, no environmental review under CEQA is required.

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

1. Authorizes the City Manager, or her designee, to execute the Federal Aviation Administration Airport Improvement Program Grant Agreement to accept $35,435 for the Vehicle Movement Area Transponder (VMAT) Purchase and Installation Project, in substantial conformance with the sample grant agreement attached hereto as Exhibit A;
2. Adds the FAA Vehicle Movement Area Transponder (VMAT) Purchase and Installation Project AR202721 to the 2025-2030 Capital Improvement Plan;

3. Appropriates $35,435 in Federal Aviation Administration Airport Improvement Program grant funds to Capital Improvement Project AR202721 for the FAA Vehicle Movement Area Transponder (VMAT) Purchase and Installation Project;
4. Appropriates $1,865 from the Livermore Municipal Airport Enterprise Fund to Capital Improvement Project AR202721 for the FAA Vehicle Movement Area Transponder (VMAT) Purchase and Installation Project to provide the required local match for the project; and
5. Authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including making changes to the grant funding documents, which shall be approved as to form by the City Attorney or her designee.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 14, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Senior Assistant City Attorney

Exhibit A – Sample Grant Agreement

[redacted]

U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Western-Pacific
Region
California

San Francisco Airports
District Office:
2999 Oak Road, Suite 200
Walnut Creek, CA 94597

[redacted]

The Grant Offer for Airport Improvement Program (AIP) Project No. [redacted] at [redacted] is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the same day or after the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than [redacted].
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

[redacted]

date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend $1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Lemuel del Castillo, (925) 546-6440, lemuel.del.castillo@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Amy Choi

Amy Choi (09/18/2025 10:50:03 PDT)

Amy Choi
Manager

[redacted]

U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

[redacted]

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date [redacted]

Airport/Planning Area [redacted]

Airport Infrastructure Grant Number [redacted]

Unique Entity Identifier [redacted]

TO: [redacted]

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated [redacted], for a grant of Federal funds for a project at or associated with the [redacted], which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the [redacted] (herein called the "Project") consisting of the following:

Upgrade Airfield Guidance Signs and Taxiway Designations

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018

[redacted]

(Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is [redacted]

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

   $0 for planning

   [redacted] for airport development or noise program implementation; and,

   $0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period except as noted in 49 U.S.C § 47142(b).

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

[redacted]

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;

(2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;

(3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;

(4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or

(5) The FAA determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

(c) The Sponsor may request that the FAA terminate the agreement under this section.

3. Ineligible or Unallowable Costs. In accordance with 49 U.S.C. § 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. Indirect Costs - Sponsor. The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. Determining the Final Federal Share of Costs. The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. Completing the Project Without Delay and in Conformance with Requirements. The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR §

200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. Amendments or Withdrawals before Grant Acceptance. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. Offer Expiration Date. This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before [redacted] or such subsequent date as may be prescribed in writing by the FAA.

9. Improper Use of Federal Funds and Mandatory Disclosure.

   a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

   b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

   a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

   b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. Environmental Standards. The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. Financial Reporting and Payment Requirements. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. Build America, Buy America. The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. Maximum Obligation Increase. In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        1. 15 percent; or

        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
        2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
        3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

    c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

    a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

            i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

1. *Posting of contact information.*

a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

2. *Provisions applicable to a recipient that is a private entity.*

a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipient's employees must not engage in:

i. Severe forms of trafficking in persons;
ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
iii. The use of forced labor in the performance of this grant; or any subaward; or
iv. Acts that directly support or advance trafficking in persons, including the following acts:
a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
d) Charging recruited employees a placement or recruitment fee; or
e) Providing or arranging housing that fails to meet the host country's housing and safety standards.

b. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:

i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or
ii. Has an employee that is determined to have violated a prohibition in paragraph(2)(a) of this Grant through conduct that is either:

a) Associated with the performance under this Grant; or

b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provisions applicable to a recipient other than a private entity.*

   a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient than is a private entity under this award:

      i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
      ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

         a) Associated with the performance under this Grant; or
         b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

   a. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.

   b. The FAA's right to unilaterally terminate this Grant as described in paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.

   c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.

   d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions. For purposes of this Grant award, term:*

   a. "Employee" means either:

      i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
      ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

   b. "Private Entity" means:

i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. AIP Funded Work Included in a PFC Application. Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated [redacted] is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal. In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

26. Prohibited Telecommunications and Video Surveillance Services and Equipment. The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.

27. Critical Infrastructure Security and Resilience. The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. Title VI of the Civil Rights Act. As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any

amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at https://www.congress.gov/bill/118th-congress/house-bill/3935/text.

30. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:

    a. that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and

    b. to certify that it does not operate any programs promoting diversity, equity, and inclusion (DEI) that violate any applicable Federal anti-discrimination laws.

31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

32. **National Airspace System Requirements**

a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

b. If FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:

(1) additional conditions on the award;
(2) consistent with 49 U.S.C chapter 471,.any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 C.F.R. part 180; or
(3) any other remedy legally available.

c. (In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–904).

33. Signage Costs for Construction Projects. The Sponsor agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

34. Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration. The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter

SPECIAL CONDITIONS

35. Lighting. The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.

36. Plans and Specifications Approval Based Upon Certification. The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;

b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and

c. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant and associated grants.

37. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

38. **Duffy Plaintiff Special Term.** Pursuant to the court's preliminary injunction order in State of California v. Duffy, 1:25-cv-00208-JJM-PAS (D.R.I.) (June 19, 2025), DOT will not impose or enforce the challenged immigration enforcement condition* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to Plaintiff States or local government entities within those States (collectively referred to as "Plaintiff State Entities"), or otherwise rescind, withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiff State Entities to make any certification or other representation related to compliance with the challenged immigration enforcement condition nor will DOT construe acceptance of funding from DOT as certification as to the challenged immigration enforcement condition.

*The challenged immigration enforcement condition:

"[T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law."

[redacted]

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

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

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Amy Choi

Amy Choi (09/18/2025 10:50:03 PDT)

(Signature)

Amy Choi

(Typed Name)

Manager, SFO ADO

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

[redacted]

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

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

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated [redacted]

[redacted]

(Name of Sponsor)

[redacted]

(Signature of Sponsor's Authorized Official)

By: [redacted]

(Typed Name of Sponsor's Authorized Official)

Title: [redacted]

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

[redacted]

CERTIFICATE OF SPONSOR'S ATTORNEY

I, [redacted], acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at [redacted]

By [redacted]

(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

[redacted]

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

[redacted]

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 U.S.C. 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

[redacted]

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

[redacted]

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 U.S.C. § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

   The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance-Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

[redacted]

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;

2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

[redacted]

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

[redacted]

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 U.S.C. § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or
2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4); creed and sex per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The [redacted] in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

[redacted]

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

   a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

   b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;

   2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);

   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;

   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

   If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of April 28, 2025.

[redacted]

35. Relocation and Real Property Acquisition.

    a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

    b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

    c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. **Access By Intercity Buses.**

    The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. **Disadvantaged Business Enterprises.**

    The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. **Hangar Construction.**

    If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. **Competitive Access.**

    a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

        1. Describes the requests;

        2. Provides an explanation as to why the requests could not be accommodated; and

[redacted]

3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.24**

DATE: September 14, 2026

TO: Honorable Mayor and City Council

FROM: Kristen Hilton, Acting Administrative Services Director

SUBJECT: Resolution approving a side letter agreement between the Livermore-Pleasanton Fire Department Joint Powers Authority and the International Association of Firefighters, Local 1974 amending Section 5 (Salaries) and Section 31 (Hazardous Material Response Team) of the Memorandum of Understanding with a term ending June 30, 2029.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution approving a side letter agreement between the Livermore-Pleasanton Fire Department Joint Powers Authority and the International Association of Firefighters, Local 1974 amending Section 5 (Salaries) and Section 31 (Hazardous Material Response Team) of the Memorandum of Understanding with a term ending June 30, 2029.

SUMMARY

The proposed side letter between Livermore-Pleasanton Fire Department Joint Powers Authority (JPA) and the International Association of Fire Fighters, Local 1974, AFL-CIO-CLC (IAFF Local 1974), amends Section 5 (Salaries) and Section 31 (Hazardous Material Response Team) of the Memorandum of Understanding (MOU) to address the Hazardous Materials Response Team staffing and assignments, compensation, and the process for withdrawing from the team.

DISCUSSION

IAFF Local 1974 represents employees assigned to the Livermore-Pleasanton Fire Department (LPFD) JPA. The JPA and IAFF Local 1974 are parties to a MOU establishing wages, hours, and other terms and conditions of employment. During negotiations in 2025, the parties identified opportunities to address staffing within the Hazmat program, established a joint working group to explore potential long-term solutions, and agreed to a temporary staffing provision that expired on June 30, 2026. Prior to the expiration of that provision, the parties met and conferred in good faith in accordance with the Meyers-Milias-Brown Act regarding proposed changes to the Hazardous Materials Response Team.

The proposed side letter updates the MOU's hazardous materials provisions to help the Department maintain adequate staffing for hazardous materials response above the first-responder level. It maintains

the Hazardous Materials Response Team "Company" at the designated Hazmat station and establishes a process for Hazmat Certified Qualified (HMCQ) members to support staffing needs, including assignment to the designated station when needed in accordance with Department procedures.

The side letter does not change the existing incentive pay for employees assigned to the Hazardous Materials Response Team. It establishes certification pay for HMCQ members in recognition of the additional training, qualifications, and assignment flexibility required. Effective July 1, 2026, HMCQ members will receive 1.5% certification pay, increasing to 2% on July 1, 2027, and 2.5% on July 1, 2028.

The side letter also addresses program participation and annual training requirements, provides Department support for approved Hazmat technician-specialist training, and establishes a process for requesting withdrawal from the program. These changes are intended to encourage employees to obtain and maintain Hazmat qualifications while providing the Department with greater flexibility to meet daily staffing and emergency response needs.

FISCAL AND ADMINISTRATIVE IMPACTS

Assuming maximum participation by HMCQ members, the maximum fiscal impact to the JPA is estimated at $144,376 in FY 2026-27, $196,690 in FY 2027-28, and $252,607 in FY 2028-29. The City's 50% share is estimated at $72,188 in FY 2026-27, $98,345 in FY 2027-28, and $126,304 in FY 2028-29. The FY 2026-27 cost can be accommodated within the current budget, and the anticipated costs for subsequent years will be included in budgets for those fiscal years.

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. Resolution
2. Exhibit A - Side Letter Agreement.pdf

Prepared by: Kristen Hilton
Acting Administrative Services Director

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Kristen Hilton
Acting Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APROVING A SIDE LETTER AGREEMENT BETWEEN THE LIVERMORE-PLEASANTON FIRE DEPARTMENT JOINT POWERS AUTHORITY AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1974 AMENDING SECTION 5 (SALARIES) AND SECTION 31 (HAZARDOUS MATERIAL RESPONSE TEAM) OF THE MEMORANDUM OF UNDERSTANDING WITH A TERM ENDING JUNE 30, 2029

The Livermore-Pleasanton Fire Department Joint Powers Authority (JPA) and the International Association of Fire Fighters, Local 1974, AFL-CIO-CLC (IAFF Local 1974) are parties to a Memorandum of Understanding (MOU) commencing on July 1, 2025, and expiring on June 30, 2029.

During negotiations in 2025, the parties agreed to establish a joint working group to explore long-term solutions related to Hazardous Material Response Team staffing and adopted a temporary staffing provision that expired on June 30, 2026.

The parties have met and conferred in good faith regarding proposed changes to the MOU's Hazardous Material Response Team provisions and mutually agreed to amend Section 5 (Salaries) and Section 31 (Hazardous Material Response Team) to address Hazardous Materials Response Team staffing and assignments, compensation, training requirements, and withdrawal from the program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby approves the side letter to the Memorandum of Understanding between the Livermore-Pleasanton Fire Department Joint Powers Authority (JPA) and the International Association of Fire Fighters, Local 1974, AFL-CIO-CLC (IAFF Local 1974).

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 14, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Kimberly Cilley
Kimberly Cilley
City Attorney

Exhibit A – Side Letter Agreement

EXHIBIT A

Side Letter of Agreement #1

Between

LIVERMORE-PLEASANTON FIRE DEPARTMENT JOINT POWERS AUTHORITY and

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1974, AFL-CIO;CLC

The Livermore-Pleasanton Fire Department Joint Powers Authority (hereinafter referred to as the "JPA"), a joint powers authority whose members include the City of Livermore and the City of Pleasanton, and the International Association of Fire Fighters, Local 1974, AFL-CIO-CLC (hereinafter referred to as the "Union") are parties to a Memorandum of Understanding ("MOU") effective July 1, 2025 through June 30, 2029.

This Side Letter Agreement ("Agreement") is entered into between the JPA and the Union to establish the agreed upon modifications of existing language. The JPA and the Union are collectively referred to herein as the "Parties."

The specific provisions contained in this Agreement are intended to supersede any previous agreements, where oral or written, regarding matters contained in this Agreement. Further, except as provided herein, all other terms and conditions of employment presently enjoyed by the Union in the existing MOU shall remain in full force and effect.

The Parties have satisfied their obligations to meet and confer in good faith in accordance with the Meyers-Milias-Brown Act ("MMBA") concerning the terms and conditions of this Agreement and its implementation.

5.7 Salary Step After Change in Classification

When an employee is promoted from a position in one classification to a position in a higher classification, the employee shall receive the minimum rate for the higher classification; provided, however, that such rate is at least five percent (5%) above the employee's current wage rate.

For purposes of calculating the minimum five percent (5%) promotional increase:

1. If the employee will continue to receive Hazardous Materials Team (HMT) or Hazmat Certified Qualified (HMCQ) incentive compensation in the promoted position, the five percent (5%) increase shall be calculated using the employee's base wage.
2. If the employee will no longer receive HMT or HMCQ incentive compensation in the promoted position, the employee's current HMT or HMCQ incentive compensation shall be included when calculating the minimum five percent (5%) promotional increase.

~~When a Hazardous Materials Response Team member is being promoted, the five percent (5%) Haz-Mat pay (see MOU section 31.2) will be considered in calculating the five percent (5%) minimum pay increase. However, the promoted employee will not be eligible for Haz-Mat compensation until 12 months after promotion. (For example, a Fire Engineer at step 8 of the wage scale and on the Hazardous Materials Response Team would be placed at step 10 of the Fire Captain wage scale and would not be eligible for Haz-Mat compensation until 12 months after promotion.)~~

An employee moving from the firefighter paramedic classification to the fire engineer classifications will be placed at step 8 of the fire engineer pay scale.

When an employee is demoted, whether such demotion is voluntary or otherwise, that employee's compensation shall be adjusted to the salary prescribed for the classification to which the employee is demoted. The specific rate of pay within the salary range shall be determined by the City Manager, whose decision shall be final; provided, however, that the employee's rate of pay shall not be lower than the salary rate the employee would earn had the employee remained in the lower classification.

Section 31. Hazardous Material Response Team

The Department intends to provide the ability to respond to and mitigate hazardous materials (~~Haz-Mat~~Hazmat) incidents above the first responder level. To accomplish this, the Department will staff each shift with ~~up to~~a minimum of five (5) Hazardous Materials Specialists working on the hazardous materials response team (HMT).

31.1 Hazardous Materials Staffing and Assignments

A. The parties have agreed to maintain the "Company" concept of the ~~Haz-Mat~~ HMT ~~team~~ (i.e. Captain, Engineer, Firefighter/Paramedic and Firefighter) to more effectively mitigate hazmat emergencies. The ~~maximum~~ minimum number of ~~Haz-Mat team~~HMT members per shift is five (5). Four (4) of the team members (~~Haz-Mat~~Hazmat Captain, Engineer, Firefighter/Paramedic and Firefighter) are assigned to the designated ~~Haz-Mat~~hazmat station. The fifth team member~~,~~ will be determined by ~~Department~~ department seniority and eligibility~~,~~ is not rank specific. ~~and~~ The fifth member may ~~may be assigned to the Haz-Mat station based on organizational need using the bid process whenever possible.~~have a bid assignment at-large, however may be assigned to the hazmat station based on HMT needs.

B. The four (4) team member positions (~~Haz-Mat~~Hazmat Captain, Engineer, Firefighter/Paramedic, and Firefighter) at the designated ~~Haz-Mat~~hazmat Station will only be filled and back-filled by ~~Haz-Mat Team~~HMT members or ~~individuals holding the appropriate Haz-Mat certification.~~ Hazmat Certified Qualitied (HMCQ) members. To achieve this, HMT or HMCQ members will be moved from their assigned station to the designated hazmat station as outlined in the Hazardous Materials General Order.

C. ~~Procedures regarding staffing, assignments, training, withdrawal and other Haz-Mat specific topics are included in the Department's Haz-Mat program policy.~~~~T~~Up to twelve (12) HMCQ members will be staffed each shift to support HMT staffing (E.g. three Captains, three Engineers, three Firefighter-Paramedics, and three Firefighter-EMTs). These members will be moved as needed to fulfill HMT responsibilities at the designated hazmat station and will occur by seniority and rank to be filled. The maximum number of HMCQ members will be thirty-six (36), with no more than twelve (12) members assigned to each shift. No daily minimum staffing of HMCQ members will be maintained. The HMCQ positions are not eligible to be backfilled by employees who qualify for HMCQ, but are not currently on the HMCQ team.

D. Department's Hazardous Materials Team General Order will outline specifics as it relates to certification, qualification refresher training, training records and accountability, staffing and assignments.

E. The designated hazmat station may only be bid by members with HMT or HMCQ.

F. If the minimum of 5 daily HMT members cannot be achieved due to vacancies with on-duty HMT or HMCQ members, the Fire Chief has the discretion to implement trade revocation or vacation cancellation, or place the hazardous materials response unit out of service to maintain operational response capabilities.

Members awarded At-Large HMT or HMCQ compensation within their rank and shift will maintain that compensation until promotion or bidding of new shift where no At-Large or HMCQ vacancy exists (ie. Regardless of seniority, an employee will not be eligible for At-Large HMT or HMCQ compensation by bidding a shift where the At-Large HMT or HMCQ positions are filled).

31.2 Compensation

Personnel assigned to the Hazardous Materials Response Team (HMT) will be compensated at five percent (5%) above their respective base rates of pay, subject to MOU Section 5.1.

A. Effective July 1,2026, HMCQ members meeting annual training requirements will be compensated at one- and one-half percent (1.5%) above their respective base rates of pay, subject to MOU Section 5.1.

Effective July 1, 2027, the HMCQ rate will increase to 2% above the respective base rates of pay, subject to MOU Section 5.1.

Effective July 1, 2028, the HMCQ rate will increase to 2.5% above the respective base rates of pay, subject to MOU Section 5.1.

B. HMCQ members filling day to day vacancies at the designated hazmat station or are fulfilling HMT responsibilities at-large as the fifth team member will be compensated at five percent (5%) above their respective base rates of pay for hours worked as HMT members, subject to MOU Section 5.1.

C. Hazmat training hours completed outside of normal duty day will be compensated at their respective eight-hour rate (8 HR) compensation.

31.3 Withdrawal Process

~~A Haz-Mat team member as defined in Section 31.1 shall~~A HMT or HMCQ member may be permitted to withdraw~~al~~ from the ~~Haz-Mat~~hazmat program following ~~one (1) year~~ three (3) years of ~~Haz-Mat~~hazmat service and with the approval of the Fire Chief. ~~Withdrawal from the Haz-Mat program is governed by the Department's Haz-Mat program policy.~~

~~31.4 HazMat Program Improvement~~

~~The parties agree that the Department is currently not in compliance with section 31.1. The parties further agree to form a joint work group to explore solutions to improve Haz-Mat program staffing.~~

~~The parties agree to initiate meet and confer over revisions to this section of the MOU no later than June 30, 2026.~~

~~During the first year of the MOU only, the number of on duty Haz-Mat team members required per shift is five (5) and all members will be compensated at 5% above base rates of pay when assigned to Station 2. When the Haz-Mat certified employees available are not able to serve at Station 2 because there are multiple members of the same rank or higher on duty, then up to five Haz-Mat Certified (HMC) employees on shift will be able to receive 5% based on seniority. Any additional HMC team members who perform in the Haz-Mat capacity will continue to be paid for work performed on an hourly basis at 5%. The Union agrees that no grievance will be made regarding HazMat staffing when five (5) members are not available after the full staffing policy algorithm is exhausted.~~

~~The parties agree to prioritize hazmat technician/specialist training with a concentration on Firefighter EMT and Paramedics. Subject to Fire Chief approval, attendance of Haz-Mat related training will be fully supported with tuition, backfill, eight-hour rate compensation, and mandate protection.~~

~~Section 31.4 provision will automatically terminate as of June 30, 2026.~~

31.4 Training

A. Annual training outlined in Hazardous Materials General Order ~~101.03~~ must be met to obtain and maintain HMT or HMCQ incentive. Should the member fail to meet these training requirements HMT or HMCQ status and incentive pay will be removed.

B. Based on department need, the Hazardous Materials Team Manager will make recommendations to the Fire Chief for approval for members to attend hazmat technician-specialist certification training.

C. Hazmat technician-specialist certification will be fully supported with tuition, backfill, eight-hour rate (8HR) compensation, and mandate protection.

31.5 Daily Hazmat Staffing

Hazmat staffing will adhere to MOU Section 30.4, and Appendix C to this MOU.

LOCAL 1974, IAFF

By:

Craig Freeman

James Smith

Livermore-Pleasanton Fire Department Joint Powers Authority

By:

Joe Calabrigo, City of Pleasanton

Marianna Burch, City of Livermore

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.25**

DATE: September 14, 2026

TO: Honorable Mayor and City Council

FROM: Kristen Hilton, Acting Administrative Services Director

SUBJECT: Resolution amending the City of Livermore Salary Plan as of October 2026 to reflect an MOU adjustment for the Association of Livermore Employees and update the Retired Annuitant Salary schedule effective October 5, 2026, in accordance with the California Code of Regulations, Title 2, Section 570.5.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution amending the City of Livermore Salary Plan as of October 2026 to reflect an MOU adjustment for the Association of Livermore Employees and update the Retired Annuitant Salary schedule effective October 5, 2026, in accordance with the California Code of Regulations, Title 2, Section 570.5.

SUMMARY

Staff recommend the following changes to the City of Livermore Salary Plan:
1. Incorporate wage related adjustments for the Association of Livermore Employees (ALE) effective October 5, 2026, as approved in the Memorandum of Understanding (MOU); and
2. Adjust the salary for the Retired Annuitant classifications to match those associated with the Association of Livermore Employees effective October 5, 2026; and
3. Add the following classification to the Retired Annuitant Salary Schedule effective September 14, 2026:

1. Retired Annuitant – Finance Manager (Class Code 8591) $85.48 - $106.85/hour

DISCUSSION

1. On October 13, 2025, the City Council adopted a successor MOU with the Association of Livermore Employees. The Memorandum of Understanding provides for a base salary increase of 4% effective May 4, 2026. In addition, during negotiations in 2021, flat-dollar increases were negotiated and added to base salaries in recognition of rising medical costs, which resulted in the differential between certain salary steps falling below the established 5%. In implementing the current negotiated 4% salary increase, minor adjustments were made to restore the 5% step differential, resulting in increases slightly greater than 4% for certain classifications and steps.
2. CalPERS requires retired annuitant salaries to fall within the range of active employees. Accordingly,

the salary ranges for the following Retired Annuitant classifications must be adjusted to align with the updated ALE salary increases:

1. Retired Annuitant – Associate Civil Engineer (Class Code 8510)
2. Retired Annuitant – Associate Planner (Class Code 8520)
3. Retired Annuitant – Senior Planner (Class Code 8525)
4. Retired Annuitant – Public Safety Dispatcher (Class Code 8535)
5. Retired Annuitant – Administrative Clerk I (Class Code 8560)
6. Retired Annuitant – Library Clerk (Class Code 8565)
7. Retired Annuitant – Senior Mechanic (Class Code 8570)

3. The inclusion of "Retired Annuitant" classifications in the salary plan is necessary to comply with Government Code sections 7522.56 and 21224, which authorizes CalPERS covered employers to hire retirees on a temporary basis. Compensation for retired annuitants must fall within established salary range for comparable duties performed by classifications listed on the employer's publicly available pay schedule. As such, the following classification needs to be added to the Retired Annuitant Salary Schedule:

1. Retired Annuitant – Finance Manager (Class Code 8591) $85.48 - $106.85/hour

FISCAL AND ADMINISTRATIVE IMPACTS

The 4% base salary increase for the Association of Livermore Employees MOU adjustment was included in the FY 2025-26 and 2026-27 adopted budget. Retired Annuitants are not entitled to any City employment benefits or property rights associated with regular employment. The cost of hire is limited to salary only. Funding for retired annuitants will be provided through existing departmental budgets allocated for temporary employees.

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. Resolution
2. Exhibit A - Salary Plan Dated October 2026.pdf

Prepared by: Kristen Hilton
Acting Administrative Services Director

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Kristen Hilton
Acting Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AMENDING THE CITY OF LIVERMORE SALARY PLAN AS OF OCTOBER 2026, 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 changes:

- Incorporate wage related adjustments for the Association of Livermore Employees (ALE) effective October 5, 2026, as approved in the Memorandum of Understanding (MOU);
- Adjust the salary for the following Retired Annuitant classifications to match those associated with the Association of Livermore Employees effective October 5, 2026:
    - Retired Annuitant – Associate Civil Engineer (Class Code 8510)
    - Retired Annuitant – Associate Planner (Class Code 8520)
    - Retired Annuitant – Senior Planner (Class Code 8525)
    - Retired Annuitant – Public Safety Dispatcher (Class Code 8535)
    - Retired Annuitant – Administrative Clerk I (Class Code 8560)
    - Retired Annuitant – Library Clerk (Class Code 8565)
    - Retired Annuitant – Senior Mechanic (Class Code 8570)
- Add the following classification to the Retired Annuitant Salary Schedule effective September 14, 2026:
    - Retired Annuitant – Finance Manager (Class Code 8591) $85.48 – 106.85/hour

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that it hereby amends the Salary Plan attached 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 September 14, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Kimberly Cilley
Kimberly Cilley
City Attorney

Exhibit A – Salary Plan dated October 2026

LIVERMORE
CALIFORNIA

Salary Plan

October 2026

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/05/2026

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4001	ACCOUNT CLERK	76,013.82	79,814.51	83,805.24	87,995.50	92,395.28
		6,334.49	6,651.21	6,983.77	7,332.96	7,699.61
		1,461.80	1,534.89	1,611.64	1,692.22	1,776.83
		36.5451	38.3724	40.2910	42.3055	44.4208
4000	ACCOUNT CLERK, JUNIOR	68,374.70	71,793.43	75,383.10	79,152.26	83,109.87
		5,697.89	5,982.79	6,281.93	6,596.02	6,925.82
		1,314.90	1,380.64	1,449.68	1,522.16	1,598.27
		32.8725	34.5161	36.2419	38.0540	39.9567
4002	ACCOUNT CLERK, SENIOR	82,600.87	86,730.91	91,067.46	95,620.83	100,401.87
		6,883.41	7,227.58	7,588.96	7,968.40	8,366.82
		1,588.48	1,667.90	1,751.30	1,838.86	1,930.81
		39.7120	41.6976	43.7824	45.9716	48.2701
4020	ACCOUNTANT, JUNIOR	99,967.17	104,965.53	110,213.81	115,724.50	121,510.73
		8,330.60	8,747.13	9,184.48	9,643.71	10,125.89
		1,922.45	2,018.57	2,119.50	2,225.47	2,336.74
		48.0611	50.4642	52.9874	55.6368	58.4186
4010	ACCOUNTING TECHNICIAN	87,653.76	92,036.45	96,638.27	101,470.18	106,543.69
		7,304.48	7,669.70	8,053.19	8,455.85	8,878.64
		1,685.65	1,769.93	1,858.43	1,951.35	2,048.92
		42.1412	44.2483	46.4607	48.7837	51.2229
4030	ADMINISTRATIVE ASSISTANT	91,781.07	96,370.12	101,188.63	106,248.06	111,560.46
		7,648.42	8,030.84	8,432.39	8,854.01	9,296.71
		1,765.02	1,853.27	1,945.94	2,043.23	2,145.39
		44.1255	46.3318	48.6484	51.0808	53.6348
4052	ADMINISTRATIVE CLERK I	68,993.08	72,442.73	76,064.87	79,868.11	83,861.52
		5,749.42	6,036.89	6,338.74	6,655.68	6,988.46
		1,326.79	1,393.13	1,462.79	1,535.93	1,612.72
		33.1698	34.8282	36.5697	38.3981	40.3180
4051	ADMINISTRATIVE CLERK II	73,883.46	77,577.63	81,456.51	85,529.34	89,805.81
		6,156.96	6,464.80	6,788.04	7,127.45	7,483.82
		1,420.84	1,491.88	1,566.47	1,644.80	1,727.03
		35.5209	37.2969	39.1618	41.1199	43.1759
4040	ADMINISTRATIVE TECHNICIAN	91,781.06	96,370.11	101,188.62	106,248.05	111,560.45
		7,648.42	8,030.84	8,432.39	8,854.00	9,296.70
		1,765.02	1,853.27	1,945.94	2,043.23	2,145.39
		44.1255	46.3318	48.6484	51.0808	53.6348
5000	AIRPORT SERVICE ATTENDANT	80,600.48	84,630.50	88,862.02	93,305.12	97,970.38
		6,716.71	7,052.54	7,405.17	7,775.43	8,164.20
		1,550.01	1,627.51	1,708.89	1,794.33	1,884.05
		38.7502	40.6877	42.7221	44.8582	47.1011
5001	AIRPORT SERVICE ATTENDANT SENIOR	86,434.26	90,755.97	95,293.77	100,058.46	105,061.38
		7,202.86	7,563.00	7,941.15	8,338.21	8,755.12
		1,662.20	1,745.31	1,832.57	1,924.20	2,020.41
		41.5549	43.6327	45.8143	48.1050	50.5103

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/05/2026

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4060	ANIMAL CONTROL OFFICER	91,066.71	95,620.05	100,401.05	105,421.10	110,692.16
		7,588.89	7,968.34	8,366.75	8,785.09	9,224.35
		1,751.28	1,838.85	1,930.79	2,027.33	2,128.70
		43.7821	45.9712	48.2697	50.6832	53.2174
5010	ASSET MANAGEMENT SPECIALIST	122,338.70	128,455.64	134,878.42	141,622.34	148,703.46
		10,194.89	10,704.64	11,239.87	11,801.86	12,391.96
		2,352.67	2,470.30	2,593.82	2,723.51	2,859.68
		58.8167	61.7575	64.8454	68.0877	71.4921
4130	BUILDING INSPECTOR I	107,699.14	113,084.10	118,738.30	124,675.22	130,908.98
		8,974.93	9,423.68	9,894.86	10,389.60	10,909.08
		2,071.14	2,174.69	2,283.43	2,397.60	2,517.48
		51.7784	54.3674	57.0857	59.9400	62.9370
4131	BUILDING INSPECTOR II	115,659.16	121,442.12	127,514.23	133,889.94	140,584.44
		9,638.26	10,120.18	10,626.19	11,157.50	11,715.37
		2,224.21	2,335.43	2,452.20	2,574.81	2,703.55
		55.6054	58.3856	61.3049	64.3702	67.5887
4132	BUILDING INSPECTOR III	119,016.65	124,967.48	131,215.85	137,776.64	144,665.47
		9,918.05	10,413.96	10,934.65	11,481.39	12,055.46
		2,288.78	2,403.22	2,523.38	2,649.55	2,782.03
		57.2195	60.0805	63.0845	66.2388	69.5507
4133	BUILDING INSPECTOR, SENIOR	124,793.09	131,032.74	137,584.38	144,463.60	151,686.78
		10,399.42	10,919.40	11,465.37	12,038.63	12,640.57
		2,399.87	2,519.86	2,645.85	2,778.15	2,917.05
		59.9967	62.9965	66.1463	69.4537	72.9263
4093	CIVIL ENGINEER, ASSISTANT	129,297.11	135,761.97	142,550.07	149,677.57	157,161.45
		10,774.76	11,313.50	11,879.17	12,473.13	13,096.79
		2,486.48	2,610.81	2,741.35	2,878.41	3,022.34
		62.1621	65.2702	68.5337	71.9604	75.5584
4100	CIVIL ENGINEER, ASSOCIATE	138,812.40	145,753.02	153,040.67	160,692.70	168,727.33
		11,567.70	12,146.09	12,753.39	13,391.06	14,060.61
		2,669.47	2,802.94	2,943.09	3,090.24	3,244.76
		66.7367	70.0736	73.5773	77.2561	81.1189
4091	CIVIL ENGINEER, JUNIOR	113,770.75	119,459.29	125,432.25	131,703.86	138,289.05
		9,480.90	9,954.94	10,452.69	10,975.32	11,524.09
		2,187.90	2,297.29	2,412.16	2,532.77	2,659.40
		54.6975	57.4324	60.3040	63.3192	66.4851
4140	COMMUNITY SERVICE SPECIALIST	79,898.82	83,893.76	88,088.45	92,492.87	97,117.51
		6,658.24	6,991.15	7,340.70	7,707.74	8,093.13
		1,536.52	1,613.34	1,694.01	1,778.71	1,867.64
		38.4129	40.3335	42.3502	44.4677	46.6911
4141	COMMUNITY SERVICE SPECIALIST II	83,857.62	88,050.50	92,453.02	97,075.67	101,929.45
		6,988.14	7,337.54	7,704.42	8,089.64	8,494.12
		1,612.65	1,693.28	1,777.94	1,866.84	1,960.18
		40.3162	42.3320	44.4486	46.6710	49.0045

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/05/2026

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4150	CRIME & INTELLIGENCE ANALYST	111,357.56	116,925.44	122,771.71	128,910.30	135,355.82
		9,279.80	9,743.79	10,230.98	10,742.53	11,279.65
		2,141.49	2,248.57	2,360.99	2,479.04	2,603.00
		53.5373	56.2142	59.0249	61.9761	65.0749
4152	CRIME & INTELLIGENCE ANALYST, SUPERVISING	130,600.40	137,130.42	143,986.94	151,186.29	158,745.60
		10,883.37	11,427.54	11,998.91	12,598.86	13,228.80
		2,511.55	2,637.12	2,768.98	2,907.43	3,052.80
		62.7887	65.9281	69.2245	72.6857	76.3200
4160	CRIME PREVENTION SPECIALIST	86,807.96	91,148.36	95,705.78	100,491.07	105,515.62
		7,234.00	7,595.70	7,975.48	8,374.26	8,792.97
		1,669.38	1,752.85	1,840.50	1,932.52	2,029.15
		41.7346	43.8213	46.0124	48.3130	50.7287
4170	CRISIS INTERVENTION SPECIALIST	110,910.32	116,455.84	122,278.63	128,392.56	134,812.19
		9,242.53	9,704.65	10,189.89	10,699.38	11,234.35
		2,132.89	2,239.54	2,351.51	2,469.09	2,592.54
		53.3223	55.9884	58.7878	61.7272	64.8136
4050	DIVISION CLERK	77,802.25	81,692.36	85,776.98	90,065.83	94,569.12
		6,483.52	6,807.70	7,148.08	7,505.49	7,880.76
		1,496.20	1,571.01	1,649.56	1,732.04	1,818.64
		37.4049	39.2752	41.2389	43.3009	45.4659
4180	ECONOMIC DEVELOPMENT SPECIALIST	99,992.05	104,991.65	110,241.23	115,753.29	121,540.95
		8,332.67	8,749.30	9,186.77	9,646.11	10,128.41
		1,922.92	2,019.07	2,120.02	2,226.02	2,337.33
		48.0731	50.4768	53.0006	55.6506	58.4332
5090	ELECTRICIAN	112,758.99	118,396.94	124,316.79	130,532.63	137,059.26
		9,396.58	9,866.41	10,359.73	10,877.72	11,421.61
		2,168.44	2,276.86	2,390.71	2,510.24	2,635.76
		54.2111	56.9216	59.7677	62.7561	65.8939
4092	ENGINEER, ASSISTANT	123,140.10	129,297.11	135,761.97	142,550.07	149,677.57
		10,261.68	10,774.76	11,313.50	11,879.17	12,473.13
		2,368.08	2,486.48	2,610.81	2,741.35	2,878.41
		59.2020	62.1621	65.2702	68.5337	71.9604
4090	ENGINEER, JUNIOR	108,353.10	113,770.75	119,459.29	125,432.25	131,703.86
		9,029.43	9,480.90	9,954.94	10,452.69	10,975.32
		2,083.71	2,187.90	2,297.29	2,412.16	2,532.77
		52.0928	54.6975	57.4324	60.3040	63.3192
4080	ENGINEERING SPECIALIST	122,338.69	128,455.62	134,878.40	141,622.32	148,703.44
		10,194.89	10,704.64	11,239.87	11,801.86	12,391.95
		2,352.67	2,470.30	2,593.82	2,723.51	2,859.68
		58.8167	61.7575	64.8454	68.0877	71.4920
4070	ENGINEERING TECHNICIAN, ASSIST	105,392.61	110,487.86	115,837.88	122,005.10	128,105.36
		8,782.72	9,207.32	9,653.16	10,167.09	10,675.45
		2,026.78	2,124.77	2,227.65	2,346.25	2,463.56
		50.6695	53.1192	55.6913	58.6563	61.5891

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4071	ENGINEERING	112,929.03	118,575.48	124,504.25	130,729.46	137,265.93
	TECHNICIAN, ASSOC	9,410.75	9,881.29	10,375.35	10,894.12	11,438.83
		2,171.71	2,280.30	2,394.31	2,514.03	2,639.73
		54.2928	57.0074	59.8578	62.8507	65.9932
4072	ENGINEERING	117,269.50	123,132.97	129,289.62	135,754.10	142,541.81
	TECHNICIAN, SENIOR	9,772.46	10,261.08	10,774.14	11,312.84	11,878.48
		2,255.18	2,367.94	2,486.34	2,610.66	2,741.19
		56.3796	59.1985	62.1585	65.2664	68.5297
5030	FACILITIES MAINTENANCE	69,433.75	72,905.44	76,550.71	80,378.25	84,397.16
	TRAINEE	5,786.15	6,075.45	6,379.23	6,698.19	7,033.10
		1,335.26	1,402.03	1,472.13	1,545.74	1,623.02
		33.3816	35.0507	36.8032	38.6434	40.5756
5031	FACILITIES MAINTENANCE	77,679.44	81,563.41	85,641.58	89,923.66	94,419.84
	WORKER I	6,473.29	6,796.95	7,136.80	7,493.64	7,868.32
		1,493.84	1,568.53	1,646.95	1,729.30	1,815.77
		37.3459	39.2132	41.1738	43.2325	45.3942
5032	FACILITIES MAINTENANCE	83,257.88	87,420.77	91,791.81	96,381.40	101,200.47
	WORKER II	6,938.16	7,285.06	7,649.32	8,031.78	8,433.37
		1,601.11	1,681.17	1,765.23	1,853.49	1,946.16
		40.0278	42.0292	44.1307	46.3372	48.6541
5033	FACILITIES MAINTENANCE	87,375.61	91,744.39	96,331.61	101,148.19	106,205.60
	WORKER, SENIOR	7,281.30	7,645.37	8,027.63	8,429.02	8,850.47
		1,680.30	1,764.32	1,852.53	1,945.16	2,042.42
		42.0075	44.1079	46.3133	48.6289	51.0604
5034	FACILITIES MAINTENANCE	98,251.74	103,164.33	108,322.55	113,738.68	119,425.61
	WORKER, SUPERVISING	8,187.65	8,597.03	9,026.88	9,478.22	9,952.13
		1,889.46	1,983.93	2,083.13	2,187.28	2,296.65
		47.2364	49.5982	52.0782	54.6821	57.4162
4190	FAMILY THERAPIST	106,019.92	111,320.92	116,886.97	122,731.32	128,867.89
		8,834.99	9,276.74	9,740.58	10,227.61	10,738.99
		2,038.84	2,140.79	2,247.83	2,360.22	2,478.23
		50.9711	53.5197	56.1957	59.0054	61.9557
5040	FLEET SERVICES WORKER	68,624.02	72,055.22	75,657.98	79,440.88	83,412.92
		5,718.67	6,004.60	6,304.83	6,620.07	6,951.08
		1,319.69	1,385.68	1,454.96	1,527.71	1,604.09
		32.9923	34.6419	36.3740	38.1927	40.1024
4200	GIS SPECIALIST	122,338.69	128,455.62	134,878.40	141,622.32	148,703.44
		10,194.89	10,704.64	11,239.87	11,801.86	12,391.95
		2,352.67	2,470.30	2,593.82	2,723.51	2,859.68
		58.8167	61.7575	64.8454	68.0877	71.4920
5050	GROUNDSKEEPER	68,623.97	72,055.17	75,657.93	79,440.83	83,412.87
	TRAINEE	5,718.66	6,004.60	6,304.83	6,620.07	6,951.07
		1,319.69	1,385.68	1,454.96	1,527.71	1,604.09
		32.9923	34.6419	36.3740	38.1927	40.1023

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5051	GROUNDSKEEPER I	76,700.06	80,535.06	84,561.81	88,789.90	93,229.40
		6,391.67	6,711.26	7,046.82	7,399.16	7,769.12
		1,475.00	1,548.75	1,626.19	1,707.50	1,792.87
		36.8750	38.7188	40.6547	42.6875	44.8218
5052	GROUNDSKEEPER II	82,163.72	86,271.91	90,585.51	95,114.79	99,870.53
		6,846.98	7,189.33	7,548.79	7,926.23	8,322.54
		1,580.07	1,659.08	1,742.03	1,829.13	1,920.59
		39.5018	41.4769	43.5507	45.7283	48.0147
5053	GROUNDSKEEPER III	86,196.78	90,506.62	95,031.95	99,783.55	104,772.73
		7,183.07	7,542.22	7,919.33	8,315.30	8,731.06
		1,657.63	1,740.51	1,827.54	1,918.91	2,014.86
		41.4408	43.5128	45.6884	47.9729	50.3715
5055	GROUNDSKEEPER, SUPERVISING	96,849.23	101,691.69	106,776.27	112,115.08	117,720.83
		8,070.77	8,474.31	8,898.02	9,342.92	9,810.07
		1,862.49	1,955.61	2,053.39	2,156.06	2,263.86
		46.5621	48.8902	51.3348	53.9015	56.5966
4210	INFORMATION TECHNOLOGY TECHNICIAN	95,751.92	100,539.52	105,566.50	110,844.83	116,387.07
		7,979.33	8,378.29	8,797.21	9,237.07	9,698.92
		1,841.38	1,933.45	2,030.13	2,131.63	2,238.21
		46.0346	48.3363	50.7531	53.2908	55.9553
4211	INFORMATION TECHNOLOGY TECHNICIAN, SENIOR	105,327.13	110,593.49	116,123.16	121,929.32	128,025.79
		8,777.26	9,216.12	9,676.93	10,160.78	10,668.82
		2,025.52	2,126.80	2,233.14	2,344.79	2,462.03
		50.6380	53.1700	55.8284	58.6199	61.5509
5054	LANDSCAPE MAINTENANCE SPECIALIST	92,085.70	96,689.98	101,524.48	106,600.70	111,930.74
		7,673.81	8,057.50	8,460.37	8,883.39	9,327.56
		1,770.88	1,859.42	1,952.39	2,050.01	2,152.51
		44.2720	46.4856	48.8099	51.2503	53.8129
4230	LIBRARIAN I	83,063.68	87,216.86	91,577.70	96,156.58	100,964.41
		6,921.97	7,268.07	7,631.48	8,013.05	8,413.70
		1,597.38	1,677.25	1,761.11	1,849.17	1,941.62
		39.9345	41.9312	44.0277	46.2291	48.5406
4231	LIBRARIAN II	91,957.01	96,554.86	101,382.60	106,451.73	111,774.32
		7,663.08	8,046.24	8,448.55	8,870.98	9,314.53
		1,768.40	1,856.82	1,949.67	2,047.15	2,149.51
		44.2101	46.4206	48.7416	51.1787	53.7377
4221	LIBRARY ASSISTANT I*	78,272.75	82,186.39	86,295.71	90,610.50	95,141.03
		6,522.73	6,848.87	7,191.31	7,550.88	7,928.42
		1,505.25	1,580.51	1,659.53	1,742.51	1,829.64
		37.6311	39.5127	41.4883	43.5627	45.7409
4223	LIBRARY ASSISTANT II**	81,537.18	85,614.04	89,894.74	94,389.47	99,108.94
		6,794.77	7,134.50	7,491.23	7,865.79	8,259.08
		1,568.02	1,646.42	1,728.75	1,815.18	1,905.94
		39.2006	41.1606	43.2186	45.3796	47.6485

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4222	LIBRARY ASSISTANT, SUPERVISING	87,653.76	92,036.45	96,638.27	101,470.18	106,543.69
		7,304.48	7,669.70	8,053.19	8,455.85	8,878.64
		1,685.65	1,769.93	1,858.43	1,951.35	2,048.92
		42.1412	44.2483	46.4607	48.7837	51.2229
4220	LIBRARY CLERK	68,993.08	72,442.73	76,064.87	79,868.11	83,861.52
		5,749.42	6,036.89	6,338.74	6,655.68	6,988.46
		1,326.79	1,393.13	1,462.79	1,535.93	1,612.72
		33.16975	34.82824	36.56965	38.39813	40.31804
5060	MAINTENANCE TRAINEE	68,623.97	72,055.17	75,657.93	79,440.83	83,412.87
		5,718.66	6,004.60	6,304.83	6,620.07	6,951.07
		1,319.69	1,385.68	1,454.96	1,527.71	1,604.09
		32.99229	34.64191	36.37400	38.19271	40.10234
5061	MAINTENANCE WORKER I	76,700.06	80,535.06	84,561.81	88,789.90	93,229.40
		6,391.67	6,711.26	7,046.82	7,399.16	7,769.12
		1,475.00	1,548.75	1,626.19	1,707.50	1,792.87
		36.87503	38.71878	40.65472	42.68745	44.82183
5062	MAINTENANCE WORKER II	82,163.72	86,271.91	90,585.51	95,114.79	99,870.53
		6,846.98	7,189.33	7,548.79	7,926.23	8,322.54
		1,580.07	1,659.08	1,742.03	1,829.13	1,920.59
		39.50179	41.47688	43.55073	45.72826	48.01468
5063	MAINTENANCE WORKER III	86,196.78	90,506.62	95,031.95	99,783.55	104,772.73
		7,183.07	7,542.22	7,919.33	8,315.30	8,731.06
		1,657.63	1,740.51	1,827.54	1,918.91	2,014.86
		41.44076	43.51280	45.68844	47.97286	50.37150
5070	MECHANIC	99,067.59	104,020.97	109,222.02	114,683.12	120,417.28
		8,255.63	8,668.41	9,101.84	9,556.93	10,034.77
		1,905.15	2,000.40	2,100.42	2,205.44	2,315.72
		47.62865	50.01008	52.51059	55.13612	57.89292
5071	MECHANIC SENIOR	107,528.92	112,905.37	118,550.64	124,478.17	130,702.08
		8,960.74	9,408.78	9,879.22	10,373.18	10,891.84
		2,067.86	2,171.26	2,279.82	2,393.81	2,513.50
		51.69660	54.28143	56.99550	59.84527	62.83754
4240	NEIGHBORHOOD PRESERVATION OFFICER	112,929.02	118,575.47	124,504.24	130,729.46	137,265.93
		9,410.75	9,881.29	10,375.35	10,894.12	11,438.83
		2,171.71	2,280.30	2,394.31	2,514.03	2,639.73
		54.29280	57.00744	59.85781	62.85070	65.99324
5020	PARTS AND INVENTORY CONTROL WORKER	80,219.42	84,230.39	88,441.91	92,864.01	97,507.21
		6,684.95	7,019.20	7,370.16	7,738.67	8,125.60
		1,542.68	1,619.82	1,700.81	1,785.85	1,875.14
		38.56703	40.49538	42.52015	44.64616	46.87847
4250	PERMIT TECHNICIAN	81,947.52	86,044.90	90,347.14	94,864.50	99,607.72
		6,828.96	7,170.41	7,528.93	7,905.38	8,300.64
		1,575.91	1,654.71	1,737.45	1,824.32	1,915.53
		39.39785	41.36774	43.43613	45.60793	47.88833

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4251	PERMIT TECHNICIAN II	87,480.74	91,854.78	96,447.52	101,269.90	106,333.40
		7,290.06	7,654.57	8,037.29	8,439.16	8,861.12
		1,682.32	1,766.44	1,854.76	1,947.50	2,044.87
		42.05805	44.16095	46.36900	48.68745	51.12183
4260	PLAN CHECK ENGINEER	138,696.69	145,631.52	152,913.10	160,558.76	168,586.70
		11,558.06	12,135.96	12,742.76	13,379.90	14,048.89
		2,667.24	2,800.61	2,940.64	3,087.67	3,242.05
		66.68110	70.01515	73.51591	77.19171	81.05130
4120	PLANNER, ASSISTANT	112,590.44	118,219.96	124,130.96	130,337.51	136,854.39
		9,382.54	9,851.66	10,344.25	10,861.46	11,404.53
		2,165.20	2,273.46	2,387.13	2,506.49	2,631.82
		54.13002	56.83652	59.67835	62.66226	65.79538
4121	PLANNER, ASSOCIATE	129,787.84	136,277.23	143,091.09	150,245.64	157,757.92
		10,815.65	11,356.44	11,924.26	12,520.47	13,146.49
		2,495.92	2,620.72	2,751.75	2,889.34	3,033.81
		62.39800	65.51790	68.79379	72.23348	75.84515
4122	PLANNER, SENIOR	136,102.87	142,908.01	150,053.41	157,556.08	165,433.88
		11,341.91	11,909.00	12,504.45	13,129.67	13,786.16
		2,617.36	2,748.23	2,885.64	3,029.92	3,181.42
		65.43407	68.70577	72.14106	75.74812	79.53552
4270	POLICE CLERK	75,732.88	79,519.52	83,495.50	87,670.28	92,053.79
		6,311.07	6,626.63	6,957.96	7,305.86	7,671.15
		1,456.40	1,529.22	1,605.68	1,685.97	1,770.27
		36.41004	38.23054	40.14207	42.14917	44.25663
4271	POLICE CLERK, SENIOR	79,345.23	83,312.49	87,478.11	91,852.02	96,444.62
		6,612.10	6,942.71	7,289.84	7,654.34	8,037.05
		1,525.87	1,602.16	1,682.27	1,766.39	1,854.70
		38.14675	40.05408	42.05678	44.15963	46.36761
4272	POLICE CLERK, SUPERVISING	93,518.14	98,194.05	103,103.75	108,258.94	113,671.89
		7,793.18	8,182.84	8,591.98	9,021.58	9,472.66
		1,798.43	1,888.35	1,982.76	2,081.90	2,186.00
		44.96064	47.20868	49.56911	52.04757	54.64995
4280	POLICE IDENTIFICATION TECHNICIAN	95,266.30	100,029.62	105,031.10	110,282.66	115,796.79
		7,938.86	8,335.80	8,752.59	9,190.22	9,649.73
		1,832.04	1,923.65	2,019.83	2,120.82	2,226.86
		45.80111	48.09116	50.49572	53.02051	55.67153
4290	PROPERTY AND EVIDENCE SPECIALIST	80,517.10	84,542.96	88,770.11	93,208.62	97,869.05
		6,709.76	7,045.25	7,397.51	7,767.39	8,155.75
		1,548.41	1,625.83	1,707.12	1,792.47	1,882.10
		38.71014	40.64565	42.67794	44.81184	47.05243
4291	PROPERTY AND EVIDENCE SPECIALIST, SUPERVISING	90,895.90	95,440.70	100,212.73	105,223.37	110,484.54
		7,574.66	7,953.39	8,351.06	8,768.61	9,207.05
		1,748.00	1,835.40	1,927.17	2,023.53	2,124.70
		43.69995	45.88495	48.17920	50.58816	53.11757

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4300	PUBLIC SAFETY DISPATCHER	100,471.18	105,494.74	110,769.48	116,307.95	122,123.35
		8,372.60	8,791.23	9,230.79	9,692.33	10,176.95
		1,932.14	2,028.75	2,130.18	2,236.69	2,348.53
		48.30345	50.71863	53.25456	55.91728	58.71315
4301	PUBLIC SAFETY DISPATCHER, SENIOR	105,339.55	110,606.53	116,136.85	121,943.70	128,040.88
		8,778.30	9,217.21	9,678.07	10,161.97	10,670.07
		2,025.76	2,127.05	2,233.40	2,345.07	2,462.32
		50.64401	53.17621	55.83503	58.62678	61.55812
4302	PUBLIC SAFETY DISPATCHER, SUPERVISING	115,883.67	121,677.86	127,761.75	134,149.84	140,857.33
		9,656.97	10,139.82	10,646.81	11,179.15	11,738.11
		2,228.53	2,339.96	2,456.96	2,579.80	2,708.79
		55.71330	58.49897	61.42392	64.49511	67.71987
4310	PURCHASING SPECIALIST, SUPERVISING	98,162.77	103,070.91	108,224.45	113,635.68	119,317.46
		8,180.23	8,589.24	9,018.70	9,469.64	9,943.12
		1,887.75	1,982.13	2,081.24	2,185.30	2,294.57
		47.19364	49.55332	52.03099	54.63254	57.36416
4320	RECYCLING SPECIALIST	100,610.33	105,640.84	110,922.88	116,469.03	122,292.48
		8,384.19	8,803.40	9,243.57	9,705.75	10,191.04
		1,934.81	2,031.55	2,133.13	2,239.79	2,351.78
		48.37035	50.78887	53.32831	55.99473	58.79446
5081	TRAFFIC SIGNAL TECHNICIAN TRAINEE	87,105.75	91,461.04	96,034.09	100,835.79	105,877.58
		7,258.81	7,621.75	8,002.84	8,402.98	8,823.13
		1,675.11	1,758.87	1,846.81	1,939.15	2,036.11
		41.87776	43.97165	46.17024	48.47875	50.90268
5080	TRAFFIC SIGNAL TECHNICIAN	92,991.10	97,640.65	102,522.68	107,648.81	113,031.25
		7,749.26	8,136.72	8,543.56	8,970.73	9,419.27
		1,788.29	1,877.70	1,971.59	2,070.17	2,173.68
		44.70726	46.94262	49.28975	51.75424	54.34195
5082	TRAFFIC SIGNAL TECHNICIAN, SENIOR	101,619.85	106,700.84	112,035.88	117,637.67	123,519.55
		8,468.32	8,891.74	9,336.32	9,803.14	10,293.30
		1,954.23	2,051.94	2,154.54	2,262.26	2,375.38
		48.85570	51.29848	53.86340	56.55657	59.38440
4110	TRANSPORTATION ENGINEER, ASSOCIATE	138,812.40	145,753.02	153,040.67	160,692.70	168,727.33
		11,567.70	12,146.09	12,753.39	13,391.06	14,060.61
		2,669.47	2,802.94	2,943.09	3,090.24	3,244.76
		66.73673	70.07357	73.57725	77.25611	81.11891
5150	WASTEWATER COLLECTIONS SYSTEMS TRAINEE	69,251.66	72,714.24	76,349.95	80,167.45	84,175.82
		5,770.97	6,059.52	6,362.50	6,680.62	7,014.65
		1,331.76	1,398.35	1,468.27	1,541.68	1,618.77
		33.29407	34.95877	36.70671	38.54204	40.46914
5151	WASTEWATER COLLECTIONS SYSTEMS WORKER I	79,639.40	83,621.37	87,802.44	92,192.56	96,802.19
		6,636.62	6,968.45	7,316.87	7,682.71	8,066.85
		1,531.53	1,608.10	1,688.51	1,772.93	1,861.58
		38.28817	40.20258	42.21271	44.32335	46.53951

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/05/2026

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
5152	WASTEWATER COLLECTIONS	87,603.35	91,983.52	96,582.70	101,411.83	106,482.42
	SYSTEMS WORKER II	7,300.28	7,665.29	8,048.56	8,450.99	8,873.54
		1,684.68	1,768.91	1,857.36	1,950.23	2,047.74
		42.11700	44.22285	46.43399	48.75569	51.19347
5153	WASTEWATER COLLECTIONS	96,363.69	101,181.87	106,240.96	111,553.01	117,130.66
	SYSTEMS WORKER III	8,030.31	8,431.82	8,853.41	9,296.08	9,760.89
		1,853.15	1,945.81	2,043.10	2,145.25	2,252.51
		46.32870	48.64513	51.07738	53.63125	56.31282
5160	WATER DISTRIBUTION	74,742.14	78,479.25	82,403.21	86,523.37	90,849.54
	OPERATOR TRAINEE	6,228.51	6,539.94	6,866.93	7,210.28	7,570.80
		1,437.35	1,509.22	1,584.68	1,663.91	1,747.11
		35.93372	37.73041	39.61693	41.59777	43.67766
5161	WATER DISTRIBUTION	83,643.71	87,825.90	92,217.20	96,828.06	101,669.46
	OPERATOR I	6,970.31	7,318.83	7,684.77	8,069.01	8,472.46
		1,608.53	1,688.96	1,773.41	1,862.08	1,955.18
		40.21332	42.22399	44.33519	46.55195	48.87955
5162	WATER DISTRIBUTION	95,746.98	100,534.33	105,561.05	110,839.10	116,381.06
	OPERATOR II	7,978.92	8,377.86	8,796.75	9,236.59	9,698.42
		1,841.29	1,933.35	2,030.02	2,131.52	2,238.10
		46.03220	48.33381	50.75050	53.28803	55.95243
5163	WATER DISTRIBUTION	103,170.30	108,328.81	113,745.25	119,432.51	125,404.14
	OPERATOR III	8,597.53	9,027.40	9,478.77	9,952.71	10,450.35
		1,984.04	2,083.25	2,187.41	2,296.78	2,411.62
		49.60111	52.08116	54.68522	57.41948	60.29045
5164	WATER DISTRIBUTION	108,328.12	113,744.53	119,431.76	125,403.35	131,673.52
	SENIOR OPERATOR	9,027.34	9,478.71	9,952.65	10,450.28	10,972.79
		2,083.23	2,187.39	2,296.76	2,411.60	2,532.18
		52.08083	54.68487	57.41912	60.29007	63.30458
5165	WATER DISTRIBUTION	118,703.68	124,638.86	130,870.80	137,414.34	144,285.06
	SUPERVISING OPERATOR	9,891.97	10,386.57	10,905.90	11,451.20	12,023.76
		2,282.76	2,396.90	2,516.75	2,642.58	2,774.71
		57.06908	59.92253	62.91865	66.06459	69.36782
5170	WATER RESOURCES	108,911.71	114,357.30	120,075.16	126,078.92	132,382.87
	COORDINATOR	9,075.98	9,529.78	10,006.26	10,506.58	11,031.91
		2,094.46	2,199.18	2,309.14	2,424.59	2,545.82
		52.36140	54.97947	57.72844	60.61487	63.64561
5171	WATER RESOURCES	118,283.70	124,197.88	130,407.77	136,928.16	143,774.57
	COORDINATOR - ELECTRICAL &	9,856.98	10,349.82	10,867.31	11,410.68	11,981.21
	INSTRUMENTATION	2,274.69	2,388.42	2,507.84	2,633.23	2,764.90
		56.86716	59.71052	62.69604	65.83085	69.12239
5172	WATER RESOURCES	120,065.51	126,068.79	132,372.23	138,990.84	145,940.38
	COORDINATOR -	10,005.46	10,505.73	11,031.02	11,582.57	12,161.70
	SOURCE CONTROL	2,308.95	2,424.40	2,545.62	2,672.90	2,806.55
		57.72380	60.61000	63.64050	66.82252	70.16364

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/05/2026

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
5173	WATER RESOURCES	117,097.86	122,952.75	129,100.39	135,555.41	142,333.18
	COORDINATOR -	9,758.16	10,246.06	10,758.37	11,296.28	11,861.10
	MAINTENANCE	2,251.88	2,364.48	2,482.70	2,606.83	2,737.18
		56.29705	59.11190	62.06750	65.17087	68.42941
5100	WR INSTRUMENT	107,643.54	113,025.72	118,677.01	124,610.86	130,841.40
	CONTROL TECHNICIAN	8,970.30	9,418.81	9,889.75	10,384.24	10,903.45
		2,070.07	2,173.57	2,282.25	2,396.36	2,516.18
		51.75170	54.33929	57.05625	59.90907	62.90452
5110	WR LABORATORY	100,674.95	105,708.70	110,994.14	116,543.85	122,371.04
	TECHNICIAN	8,389.58	8,809.06	9,249.51	9,711.99	10,197.59
		1,936.06	2,032.86	2,134.50	2,241.23	2,353.29
		48.40142	50.82149	53.36257	56.03070	58.83223
5120	WR MECHANIC I	98,949.43	103,896.90	109,091.75	114,546.34	120,273.66
		8,245.79	8,658.08	9,090.98	9,545.53	10,022.81
		1,902.87	1,998.02	2,097.92	2,202.81	2,312.96
		47.57184	49.95043	52.44796	55.07036	57.82388
5121	WR MECHANIC II	111,521.77	117,097.86	122,952.75	129,100.39	135,555.41
		9,293.48	9,758.16	10,246.06	10,758.37	11,296.28
		2,144.65	2,251.88	2,364.48	2,482.70	2,606.83
		53.61624	56.29705	59.11190	62.06750	65.17087
5131	WR OPERATOR - GRADE I	108,508.19	113,933.60	119,630.28	125,611.79	131,892.38
		9,042.35	9,494.47	9,969.19	10,467.65	10,991.03
		2,086.70	2,191.03	2,300.58	2,415.61	2,536.39
		52.16740	54.77577	57.51456	60.39028	63.40980
5132	WR OPERATOR - GRADE II	113,933.60	119,630.28	125,611.79	131,892.38	138,487.00
		9,494.47	9,969.19	10,467.65	10,991.03	11,540.58
		2,191.03	2,300.58	2,415.61	2,536.39	2,663.21
		54.77577	57.51456	60.39028	63.40980	66.58029
5133	WR OPERATOR - GRADE III	123,048.29	129,200.70	135,660.73	142,443.77	149,565.96
		10,254.02	10,766.73	11,305.06	11,870.31	12,463.83
		2,366.31	2,484.63	2,608.86	2,739.30	2,876.27
		59.15783	62.11572	65.22150	68.48258	71.90671
5130	WR OPERATOR - TRAINEE	94,354.95	99,072.70	104,026.33	109,227.65	114,689.03
		7,862.91	8,256.06	8,668.86	9,102.30	9,557.42
		1,814.52	1,905.24	2,000.51	2,100.53	2,205.56
		45.36296	47.63111	50.01266	52.51329	55.13896
5134	WR SENIOR OPERATOR	129,200.69	135,660.72	142,443.76	149,565.95	157,044.25
		10,766.72	11,305.06	11,870.31	12,463.83	13,087.02
		2,484.63	2,608.86	2,739.30	2,876.27	3,020.08
		62.11572	65.22150	68.48258	71.90671	75.50204
5141	WR SOURCE CONTROL	114,348.10	120,065.51	126,068.79	132,372.23	138,990.84
	INSPECTOR	9,529.01	10,005.46	10,505.73	11,031.02	11,582.57
		2,199.00	2,308.95	2,424.40	2,545.62	2,672.90
		54.97505	57.72380	60.61000	63.64050	66.82252

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/05/2026

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
5140	WR SOURCE CONTROL TECHNICIAN	96,777.29	101,616.15	106,696.96	112,031.81	117,633.40
		8,064.77	8,468.01	8,891.41	9,335.98	9,802.78
		1,861.10	1,954.16	2,051.86	2,154.46	2,262.18
		46.52754	48.85392	51.29662	53.86145	56.55452
5135	WR SUPERVISING OPERATOR	143,230.79	150,392.33	157,911.95	165,807.55	174,097.93
		11,935.90	12,532.69	13,159.33	13,817.30	14,508.16
		2,754.44	2,892.16	3,036.77	3,188.61	3,348.04
		68.86096	72.30400	75.91921	79.71517	83.70093
4330	YOUTH SERVICES CASE COORDINATOR	96,304.63	101,119.86	106,175.85	111,484.64	117,058.87
		8,025.39	8,426.66	8,847.99	9,290.39	9,754.91
		1,852.01	1,944.61	2,041.84	2,143.94	2,251.13
		46.30030	48.61532	51.04608	53.59838	56.27830

*Retitled
**New Position Added effective 6/8/2026

CITY OF LIVERMORE
POLICE OFFICERS ASSOCIATION
EFFECTIVE 05/04/2026

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
3110	POLICE OFFICER	133,239.37	139,901.34	146,896.41	154,241.23	161,953.29
		11,103.28	11,658.45	12,241.37	12,853.44	13,496.11
		2562.30	2690.41	2824.93	2966.18	3114.49
		64.05739	67.26026	70.62327	74.15444	77.86216
3100	POLICE SERGEANT	165,790.66	174,080.19	182,784.20	191,923.41	201,519.58
		13,815.89	14,506.68	15,232.02	15,993.62	16,793.30
		3188.28	3347.70	3515.08	3690.83	3875.38
		79.70705	83.69240	87.87702	92.27087	96.88441
3120	POLICE TRAINEE (Non-Sworn)	46.66835	-	-	-	-

EXHIBIT A

CITY OF LIVERMORE
MANAGEMENT SALARY SCHEDULE
$8,734 - $19,908/month
Effective July 13, 2026

Class Code	Classification	Monthly Salary Range		
		$15,927.14	-	$19,908.93
2030	Assistant Community Development Director			
2045	Assistant Public Works Director			
2060	City Engineer			
		$14,816.26	-	$18,520.33
2025	Assistant City Engineer			
2050	Building Official			
2090	Finance Manager			
2125	Maintenance and Golf Operations Manager			
2145	Planning Manager			
2220	Water Resources Division Manager			
		$14,198.91	-	$17,748.64
2005	Airport Manager			
2095	Housing & Human Services Manager			
2115	Information Technology Manager			
		$13,938.29	-	$17,422.86
2200	Senior Transportation Engineer			
		$13,374.89	-	$16,718.61
2140	Permit Center Manager			
		$13,348.00	-	$16,685.00
2190	Senior Civil Engineer			
		$13,188.56	-	$16,485.70
2040	Assistant Library Director			
2070	IT Operations Manager			
2165	Police Support Services Manager			
2170	Principal Planner			
		$12,804.43	-	$16,005.54
2055	City Clerk			
2100	Housing Programs Manager			
2105	Human Services Programs Manager			
2225	Water Resources Operations Manager			
2231	Water Resources Technical Programs Manager P.E.			
2240	Youth and Family Services Manager - Clinical			
		$12,541.78	-	$15,677.23
2085	Economic Development Manager			
		$12,089.18	-	$15,111.47
2035	Assistant Finance Manager			
2120	Inspection & Neighborhood Preservation Manager			
2230	Water Resources Technical Programs Manager			

EXHIBIT A

CITY OF LIVERMORE
MANAGEMENT SALARY SCHEDULE
$8,734 - $19,908/month
Effective July 13, 2026

Class Code	Classification	Monthly Salary Range		
		$11,836.63	-	$14,795.79
2215	Water Distribution Operations Manager			
		$11,491.86	-	$14,364.83
2000	Accounting Supervisor			
2110	Information Technology Coordinator			
2195	Management Analyst, Senior			
2150	Police Business Services Manager			
2175	Public Works Manager			
2210	Network Engineer			
		$11,369.89	-	$14,212.36
2065	Construction Inspection Manager			
		$11,317.99	-	$14,147.49
2155	Police Facility & Equipment Manager			
		$11,062.84	-	$13,828.55
2006	Assistant Airport Manager			
2180	Public Works Supervisor			
		$10,740.62	-	$13,425.78
2020	Assistant City Clerk			
2135	Management Analyst II			
2160	Police Media & Community Relations Analyst			
2500	Public Works Environmental Health and Occupational Safety Programs Manager**			
		$9,521.21	-	$11,901.51
2205	Library Services Manager*			
		$8,734.62	-	$10,918.28
2080	Deputy City Clerk			
2130	Management Analyst I			

*Retitled
**New Position Added effective 6/8/2026

EXHIBIT A

CITY OF LIVERMORE
POLICE MANAGEMENT SALARY SCHEDULE
$17,167 - $26,613/month
Effective July 13, 2026

Class Code	Classification	Salary Range		
3000	Police Captain	$21,290.41	-	$26,613.02
3010	Police Lieutenant	$17,167.67	-	$21,459.59

EXHIBIT A

CITY OF LIVERMORE
MANAGEMENT CONFIDENTIAL SALARY SCHEDULE
$8,734 - $22,022/month
Effective July 13, 2026

Class Code	Classification	Monthly Salary Range		
2405	Assistant Administrative Services Director (Conf)	$15,927.14	-	$19,908.93
2440	Assistant City Attorney, Senior (Confidential)*	$17,618.13	-	$22,022.67
2442	Assistant City Attorney (Confidential)	$15,927.14	-	$19,908.93
2400	Assistant to the City Manager (Confidential)	$14,085.04	-	$17,606.31
2444	Deputy City Attorney (Confidential)**	$12,081.96	-	$15,102.45
2420	Human Resources Manager (Confidential)	$14,816.26	-	$18,520.33
2450	Human Resources Analyst, Senior (Conf)	$11,491.87	-	$14,364.83
2411	Human Resources Analyst II (Confidential)	$10,740.62	-	$13,425.78
2410	Human Resources Analyst I (Confidential)	$8,734.63	-	$10,918.28
2460	Management Analyst, Senior (Confidential)	$11,491.87	-	$14,364.83
2431	Management Analyst II (Confidential)	$10,740.62	-	$13,425.78
2430	Management Analyst I (Confidential)	$8,734.63	-	$10,918.28
2465	Risk Manager (Confidential)*	$14,198.91	-	$17,748.64

*Internal Equity Adjustment effective 04/20/2026
** Market Equity Adjustment effective 04/20/2026

EXHIBIT A

CITY OF LIVERMORE
CONFIDENTIAL SALARY SCHEDULE
$5,785 - $12,051/month
Effective July 13, 2026

Class Code	Classifications	Monthly Salary Range		
2600	Administrative Receptionist	$5,785.41	-	$7,231.76
2610	Administrative Specialist I	$6,696.44	-	$8,370.55
2611	Administrative Specialist II	$7,531.35	-	$9,414.18
2620	Executive Assistant	$9,641.27	-	$12,051.59
2630	Human Resources Clerk I	$6,696.44	-	$8,370.55
2631	Human Resources Clerk II	$7,366.84	-	$9,208.54
2640	Human Resources Technician	$8,083.35	-	$10,104.19
2650	Law Office Supervisor	$9,641.27	-	$12,051.59
2660	Legal Assistant	$8,006.53	-	$10,008.16

EXHIBIT A

CITY OF LIVERMORE
EXECUTIVE MANAGEMENT SALARY SCHEDULE
$15,314 - $30390/month
Effective November 17, 2025

Class Code	Classification	Monthly Salary Range		
1235	Police Chief*	$24,543.75	-	$30,679.69
1200	Assistant City Manager	$20,637.22	-	$25,796.53
1220	Community Development Director	$18,761.11	-	$23,451.39
1215	Administrative Services Director	$18,303.52	-	$22,879.40
1240	Public Works Director	$18,303.52	-	$22,879.40
1225	Innovation & Economic Development Dir	$17,857.10	-	$22,321.37
1230	Library Services Director	$17,857.10	-	$22,321.37
1205	Deputy City Manager	$15,314.56	-	$19,143.20
1210	Deputy City Manager/City Clerk	$15,314.56	-	$19,143.20

*6% Salary Adjustment effective 07/13/2026

EXHIBIT A

CITY OF LIVERMORE
APPOINTED MANAGEMENT

Class Code	Classification	Annual Salary	Effective
1000	City Manager	$392,895	11/17/2025
1100	City Attorney	$334,185	5/4/2026

CITY OF LIVERMORE
UNCLASSIFIED AND HOURLY SALARY SCHEDULE

Class Code	Classification	Hourly Salary Range	Effective Date
8200	Department Assistant	$16.90 - $30.00	12/29/25
8205	Field/Maintenance Aide	$16.90 - $30.00	12/29/25
8210	Law Clerk	$16.90 - $26.00	12/29/25
8230	Temporary Librarian	$22.00 - $32.00	01/01/24
8235	Temporary Library Assistant	$20.00 - $30.00	01/01/24
8240	Temporary Library Clerk	$18.00 - $28.00	01/01/24
8215	Library Aide	$16.90 - $20.00	12/29/25
8220	Police Cadet	$16.90 - $26.00	12/29/25
8225	Special Projects Coordinator	$20.00 - $100.00	12/20/21

CITY OF LIVERMORE
RETIRED ANNUITANTS

Class Code	Classification	Hourly Salary Range	Effective Date
8500	Retired Annuitant - Assistant City Engineer	$85.48 - $106.85	07/13/26
8505	Retired Annuitant - Senior Civil Engineer	$77.01 - $96.26	07/13/26
8510	Retired Annuitant - Associate Civil Engineer	$66.74 - $81.12	10/05/26
8516	Retired Annuitant - Principal Planner	$76.08 - $95.10	07/13/26
8520	Retired Annuitant - Associate Planner	$62.40 - $75.85	10/05/26
8525	Retired Annuitant - Senior Planner	$65.43 - $79.54	10/05/26
8530	Retired Annuitant - Police Officer	$64.05 - $77.86	05/04/26
8535	Retired Annuitant - Public Safety Dispatcher	$48.30 - $58.71	10/05/26
8540	Retired Annuitant - Senior Management Analyst	$66.30 - $82.87	07/13/26
8545	Retired Annuitant - Senior Human Resources Analyst	$66.30 - $82.87	07/13/26
8550	Retired Annuitant - Public Works Supervisor	$63.82 - $79.78	07/13/26
8555	Retired Annuitant - Management Analyst II	$61.97 - $77.46	07/13/26
8560	Retired Annuitant - Administrative Clerk I	$33.17 - $40.32	10/05/26
8565	Retired Annuitant - Library Clerk	$33.17 - $40.32	10/05/26
8570	Retired Annuitant - Senior Mechanic	$51.70 - $62.84	10/05/26
8575	Retired Annuitant - Deputy City Clerk	$50.39 - $62.99	07/13/26
8580	Retired Annuitant - Assistant City Clerk	$61.97 - $77.46	07/13/26
8585	Retired Annuitant - City Clerk	$73.87 - $92.34	07/13/26
8590	Retired Annuitant - Administrative Services Director	$105.59 - $131.99	04/13/26
8591	Retired Annuitant - Finance Manager	$85.48 - $106.85	09/14/26

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 7.1**

DATE: September 14, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Hearing to consider a resolution approving the Fiscal Year 2025-26 Consolidated Annual Performance Evaluation Report for the Community Development Block Grant; and authorizing submittal to the U.S. Department of Housing and Urban Development.

RECOMMENDED ACTION

The Human Services Commission and staff recommend the City Council adopt a resolution:

1. Approving the Fiscal Year (FY) 2025-26 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG), and authorizing submission of the report to Alameda County for inclusion with the Alameda County HOME Consortium report for submittal to the U.S Department of Housing and Urban Development (HUD); and
2. Authorizing the City Manager, or her designee, to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including approving minor changes to the FY 2025-26 CAPER.

SUMMARY

The City of Livermore is required by the U.S. Department of Housing and Urban Development to submit an annual CAPER outlining how federal and local funds were used to support affordable housing, community development, and human services activities. In FY 2025-26, the City utilized $396,908 in CDBG funds and $123,602 in HOME funds, supplemented by local funding sources totaling $1,276,974. These combined resources supported 21 grants to 14 nonprofit agencies, providing essential services to more than 7,500 Livermore residents.

The City will meet all Citizen Participation Plan requirements by publishing a public hearing notice on August 26, 2026, holding a 15-day public review period beginning August 28, 2026, and conducting a public hearing. The Human Services Commission also reviewed the draft CAPER at their publicly noticed September 8, 2026, meeting, offering an additional opportunity for public input. Staff and the Human Services Commission recommend that the City Council approve the FY 2025-26 CAPER and authorize its submission to HUD by September 28, 2026.

DISCUSSION

The City of Livermore receives CDBG entitlement funds from the U.S. Department of Housing and Urban Development (HUD). As a condition of this funding, the City must submit an annual performance report, known as the CAPER, which documents how federal and local resources were used to advance the goals and priorities related to affordable housing, community development, and human services. The FY 2025-26 CAPER outlines the City's performance and progress toward the objectives established in the FY 2025-2029 Consolidated Plan and the FY 2025-26 Annual Action Plan.

During FY 2025-26, the City received $396,908 in CDBG funds that supported rental assistance, public services, facility improvements, and Section 108 loan repayments. A total of $159,305 was invested in tenant-based rental assistance services and public service activities, $158,221 supported Section 108 loan repayments for the Hagemann Farms and Axis Community Health Medical Clinic, and $79,382 was for program administration. Abode Services and Tri-Valley Haven provided rental assistance and case management to 16 households, and Spectrum Community Services delivered meals and wellness checks to 255 seniors through the Meals on Wheels program. Additionally, $101,846 in prior-year funds supported the ongoing construction of the Tri-Valley Haven's Emergency Shelter, with 171 residents served at temporary off-site locations during the building phase.

Through participation in the Alameda County HOME Consortium, the City allocated $123,602 in HOME Investment Partnerships Program (HOME) funds. HOME funds were paired with CDBG funds to provide deposit and rental assistance for the tenant-based rental assistance programs. The combination of funding sources strengthened housing stability for low-income residents.

The City continued its commitment to leveraging federal funds with local resources, contributing an additional $182,000 in Human Services Facility Fee funds, $148,464 from the Social Opportunity Endowment fund, $326,000 in Housing In-Lieu fees, and $100,000 in General Funds. These combined resources totaled $1,276,974 and provided vital services to over 7,500 Livermore residents through 21 grants awarded to 14 nonprofit agencies addressing homelessness prevention, supportive services, and affordable housing needs. Beyond investment in direct services, the City continued to strengthen partnerships with nonprofit agencies and regional collaborators to ensure services are coordinated and responsive to emerging community needs. The CAPER highlights accomplishments such as increased access to safety-net services, progress on affordable housing initiatives, and continued support for agencies serving vulnerable populations including seniors, youth, and residents experiencing economic instability.

The required 15-day public review and comment period for the CAPER, as outlined in the City's Citizen Participation Plan, has been completed. Public notice was published on August 26, 2026, initiating a public review period beginning August 28, 2026, and culminating in this public hearing, in full compliance with HUD requirements. Additionally, at the September 8, 2026, Human Services Commission meeting, Commissioners and the public had the opportunity to review the CAPER and offer comments prior to its submission. This additional step ensured enhanced transparency and provided another opportunity for public engagement with the draft report. Both the Human Services Commission and City staff recommend that the City Council approve the FY 2025-26 CAPER and authorize its submission to HUD on or before September 28, 2026.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no fiscal impacts other than staff time associated with preparation and execution of the FY

2025-26 CAPER.

COMMUNITY PILLAR

1: A Safe Community That Thrives

GOAL

8: Expand and improve access to human services.

ATTACHMENTS

1. Resolution
2. Exhibit A - FY 2025-26 CAPER

Prepared by: Amy Walker
Management Analyst I

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Kristen Hilton
Acting Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING THE FISCAL YEAR 2025-26 CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT; AND AUTHORIZING SUBMITTAL TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

The City of Livermore receives Community Development Block Grant (CDBG) entitlement funds from the U.S. Department of Housing and Urban Development (HUD). As a condition of this funding, the City must submit an annual performance report, known as the Consolidate Annual Performance Evaluation Report (CAPER), which documents how federal and local resources were used to advance the goals and priorities related to affordable housing, community development, and human services. The Fiscal Year (FY) 2025-26 CAPER outlines the City's performance and progress toward the objectives established in the FY 2025-29 Consolidated Plan and the FY 2025-26 Annual Action Plan.

During FY 2025-26, the City received $396,908 in CDBG funds that supported rental assistance, public services, facility improvements, and Section 108 loan repayments. A total of $159,305 was invested in tenant-based rental assistance services and public service activities, $158,221 supported Section 108 loan repayments for the Hagemann Farms and Axis Community Health Medical Clinic, and $79,382 was for program administration. Abode Services and Tri-Valley Haven provided rental assistance and case management to 16 households, and Spectrum Community Services delivered meals and wellness checks to 255 seniors through the Meals on Wheels program. Additionally, $101,846 in prior-year funds supported the ongoing construction of the new Emergency Shelter, with 171 residents serving at temporary off-site locations during the building phase.

In addition to the CDBG grant funds, the City allocated $123,602 in federal HOME funds, supplemented by local funding sources, totaling $1,276,974. These combined resources supported 21 grants to 14 nonprofit agencies, providing essential services to more than 7,500 Livermore residents addressing homelessness prevention, supportive services, and affordable housing needs.

The required 15-day public review and comment period for the CAPER, as outlined in the City's Citizen Participation Plan, has been completed. Public notice was published on August 26, 2026, initiating a public review period beginning August 28, 2026, and culminating in the public hearing tonight, in full compliance with HUD requirements. Additionally, at the September 8, 2026, Human Services Commission meeting, Commissioners and the public were provided an opportunity to review the CAPER and offer comments prior to its submission. This additional step ensured enhanced transparency and provided another opportunity for public engagement with the draft report.

Both the Human Services Commission and City staff recommend that the City Council approve the FY 2025-26 CAPER and authorize its submission to HUD on or before September 28, 2026.

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

1. Approves the Fiscal Year (FY) 2025-26 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG), attached hereto as Exhibit A, and authorizes submission of the report to Alameda County for inclusion with the Alameda County HOME Consortium report for submittal to U.S Department of Housing and Urban Development (HUD); and

2. Authorizes the City Manager, or her designee, to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including approving minor changes to the FY 2025-26 CAPER.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 14, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Daniel Gonzales
Daniel Gonzales
Deputy City Attorney

Exhibit A- FY 2025-26 CAPER

CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

JULY 1, 2025 to JUNE 30, 2026

MEMBER OF THE ALAMEDA COUNTY HOME CONSORTIUM

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

During FY 2025-26, the City of Livermore made meaningful progress in carrying out the goals established in the FY 2025-2029 Consolidated Plan and the Annual Action Plan. The City continued to direct federal, state, and local resources toward housing, homelessness, public services, and community facility improvements to meet the needs of low-income residents.

Over the program year, Livermore advanced several major initiatives that supported its highest-priority goals. Construction of the Emergency Shelter moved forward, following the completion of demolition in 2024. This project allows the City to continue to serve some of the most vulnerable residents and aligns with the goal of improving public infrastructure and facilities.

The City also continued its work to prevent homelessness and increase housing stability by supporting tenant-based rental assistance programs and partnering with local providers to deliver housing navigation and case management services. These efforts helped vulnerable households access and maintain safe, stable housing within the community.

In addition to housing initiatives, the City invested in local public service programs that provided essential support for seniors, families, and individuals with disabilities. Through its partnerships, Livermore expanded access to food distribution, senior nutrition services, mental health counseling, legal assistance for older adults, and other critical services that promote stability and well-being.

The City further strengthened community facilities through capital improvements that enhanced accessibility, safety, and the physical environment at sites serving formerly homeless residents and individuals with disabilities. These projects help ensure that service locations remain safe, functional, and responsive to the community's needs.

Livermore also supported the continued operation of its Multi-Service Center (MSC), a key community hub that houses nonprofit providers and connects residents with a broad range of supportive services. Maintaining this resource is central to the City's strategy to deliver coordinated, accessible services to low-income households.

Collectively, these accomplishments reflect the City's ongoing commitment to addressing local housing and community development needs and implementing the goals outlined in the Consolidated Plan through coordinated investment, partnerships, and service delivery.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Affordable Housing and Rental Assistance	Affordable Housing	CDBG: $500,000	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	75	16	21.00%	17	16	94.00%
Improve Public Infrastructure and Facilities	Non-Housing Community Development	CDBG: $235,963	Public Facility or Infrastructure Activities other than Low-/Moderate-Income Housing Benefit	Persons Assisted	100	0	0.00%	0	0	
Improve Public Infrastructure and Facilities	Non-Housing Community Development	CDBG: $600,000	Other	Other	3	2	67.00%	3	2	67.00%
Minor Housing Rehabilitation Program	Affordable Housing	CDBG: $100,000	Homeowner Housing Rehabilitated	Household Housing Unit	10	0	0.00%	0	0	
Support Core Public Services	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: $297,680	Public service activities other than Low-/Moderate-Income Housing Benefit	Persons Assisted	1250	255	20.40%	160	255	159.38%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

During FY 2025-26, the City of Livermore utilized CDBG funds to support activities that advance the priority needs identified in the FY 2025-2029 Consolidated Plan. CDBG resources were allocated to tenant-based rental assistance programs and public service activities ($159,305), Section 108 loan repayments ($158,221), and program administration ($79,382). These investments contributed to improved public facilities, expanded rental assistance, and strengthened essential services for low-income residents.

CDBG funds supported annual principal and interest payments on the Hagemann Farms and Axis Community Health Medical Clinic Section 108 loans. This aligns with the Consolidated Plan priority to maintain and improve public infrastructure and facilities.

Under the Affordable Housing and Rental Assistance priority, Abode Services provided tenant-based rental assistance, case management, and housing support to two households. Tri-Valley Haven served 14 households, offering case management and rental assistance as well.

To support core public services, Spectrum Community Services delivered meals and wellness checks to 255 seniors through the Livermore Meals on Wheels program, helping to maintain food security and health for vulnerable older adults.

The City also expended prior-year CDBG funds ($101,846) toward construction of the Emergency Shelter. During construction, 171 Livermore residents received shelter services at confidential off-site locations. The new facility is anticipated to open in early 2027.

These activities collectively supported Livermore's highest priority needs by expanding housing stability, maintaining essential public facilities, and delivering critical services to low-income populations.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	264
Black or African American	94
Asian	21
Native Hawaiian or Other Pacific Islander	5
American Indian or American Native	1
American Indian or American Native and White	1
Other/Multi Racial	56
Total	**442**
Hispanic	89
Not Hispanic	353

Table 1 – Table of assistance to racial and ethnic populations by source of funds

Narrative

In FY 2025-26, the City of Livermore assisted a total of 442 individuals through CDBG funded activities. Of those served, the largest groups identified as White, Black or African American, and Other/Multi Racial.

With respect to ethnicity, 89 individuals identified as Hispanic and 353 as not-Hispanic. The ethnicity distribution of CDBG beneficiaries generally aligns with the demographics of Livermore's population. The City continues to implement strategies that enhance access for Hispanic residents, including expanded language access, multilingual outreach, and strengthened coordination with service providers serving limited-English-proficient households.

Note: The total number of individuals assisted includes 171 people who received housing support related to the Emergency Shelter Rebuild project during the program year.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	396,908	413,820.04

Table 2 - Resources Made Available

Narrative

During FY 2025-26, the City of Livermore received $396,908 in CDBG entitlement funds. The amount expended during the fiscal year was $413,820.04, which included the use of prior-year resources in the amount of $101,846. The City determined that $60,000 previously designated for Section 108 loan repayment related to the Emergency Shelter Rebuild will be reprogrammed to an eligible activity in the next Action Plan.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City-wide	100	100	Other

Table 3 – Identify the geographic distribution and location of investments

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Livermore effectively leveraged its CDBG entitlement with additional local, state, and federal resources in support of Consolidated Plan priority needs. The City combined CDBG funds with $574,464 of local funds from Housing In-Lieu ($326,000), Social Opportunity Endowment (SOE) funds ($148,464), and General Funds ($100,000) to reach more public service programs serving low-income residents.

The Housing In-Lieu funds supported activities that addressed priority needs related to housing, homelessness prevention, and supportive services. These funds supported outreach and crisis stabilization programs, as well as shelter operations for individuals experiencing homelessness and survivors of domestic violence.

The SOE and General Funds supported 13 public service programs that provided critical services to low-income and underserved residents. Funded activities included food distribution at a local pantry, senior meal services, legal assistance for older adults, housing support for individuals with disabilities, mental health counseling, education and job training, and child abuse intervention services.

The City allocated funding from the Human Services Facility Fee (HSFF) fund ($182,000) for two capital projects: weatherproofing homes at Goodness Village, which serves formerly homeless individuals, and installing shade structures and ADA-accessible walking paths at Sunflower Hill's Hagemann Farms Gardens. Both projects improved service environments for vulnerable populations.

To further advance affordable housing and homelessness prevention goals, the City utilized its federal HOME allocation ($123,602) through the Alameda County HOME Consortium that supported two tenant-based rental assistance programs that help prevent homelessness by providing deposits and rental subsidies to vulnerable households.

Additionally, the City committed General Funds ($244,606) to support operations of the Livermore MSC. The MSC functions as a regional service hub for low-income households, including offering support for individuals experiencing homelessness, thereby reinforcing the City's goals related to coordinated service delivery.

Finally, the City leveraged state Homeless Housing, Assistance, and Prevention (HHAP) funds ($257,113) to provide crisis intervention, permanent and supportive housing services, and shelter operations for individuals experiencing homelessness in the Tri-Valley area.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	**0**	**0**

Table 4 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	17	16
Number of households supported through the Production of New Units	0	0
Number of households supported through Rehab of Existing Units	0	0
Number of households supported through Acquisition of Existing Units	0	0
Total	**17**	**16**

Table 5 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City of Livermore remains committed to addressing the ongoing shortage of affordable housing through strategic investments in both the new construction and rehabilitation of affordable rental housing developments. These efforts are specifically targeted toward households earning at or below 50% of the Area Median Income (AMI).

In addition to capital development, the City allocates funding to nonprofit organizations that administer programs to help residents access and maintain affordable housing. These include rental assistance programs supported by the CDBG and the HOME grants. During FY 2025-26, rental assistance programs encountered several operational challenges. Nonprofit partners reported difficulties related to the

limited availability of rental units that met program eligibility criteria and credit-related barriers among prospective tenants.

The City continues to prioritize the development of housing units and the implementation of programs that address the needs of priority populations, including individuals with disabilities, large families, survivors of domestic violence, seniors, and individuals experiencing homelessness.

A key focus of the City's housing strategy is the expansion of permanent housing opportunities for individuals experiencing homelessness. At the same time, the City supports and evaluates options for emergency and transitional housing to meet immediate and short-term needs.

Currently, five affordable housing projects are in various stages of predevelopment and development. These projects will deliver new affordable units serving a diverse range of populations, including workforce households, seniors, and individuals experiencing homelessness. Construction of Phase 1 of the Pacific Avenue Senior Apartments began in Spring 2025. Upon completion, the development will provide 79 affordable units designated for senior households earning between 20% and 60% of AMI.

To support long-term housing stability and economic mobility, the City promotes affordable homeownership opportunities for low- to moderate-income households through the Mortgage Assistance Program and the Below Market Rate (Inclusionary) Purchase Program. These initiatives are intended to expand access to homeownership and ensure a diverse and inclusive housing market in Livermore.

Discuss how these outcomes will impact future annual action plans.

The demand for affordable housing remains at an unprecedented level, and the City is committed to continuing its efforts to address this critical need. The outcomes achieved during the reporting period will inform future Annual Action Plans by guiding the strategic use of local financial resources and regulatory mechanisms. This approach enables the City to effectively leverage federal CDBG and HOME grant funding to expand affordable housing opportunities.

Additionally, the City will continue to evaluate and pursue new policy initiatives that promote and facilitate the development of affordable housing units. Lessons learned from current program performance, including challenges related to unit availability, tenant eligibility, and rental market conditions, will help the City refine strategies, strengthen partnerships, and target investments to better meet community needs in subsequent program years.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	15	0
Low-income	0	0
Moderate-income	1	0
Total	**16**	**0**

Table 6 – Number of Households Served

Narrative Information

The City of Livermore's CDBG funded initiatives were strategically directed toward the most economically disadvantaged segments of the community. All individuals served through these programs qualified as either extremely low-income, earning less than 30% of the AMI, or low- to moderate-income earnings, between 30% and 80%, of the AMI.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City continues to collaborate closely with neighboring jurisdictions within the Tri-Valley to identify and pursue joint funding opportunities aimed at addressing homelessness. As part of its broader commitment, the City has adopted the Home Together 2026 Plan, a countywide initiative developed by Alameda County that outlines strategic goals and targeted investments designed to significantly reduce homelessness. The County and City Partners are currently in the process of updating the Home Together Plan to address the results of the 2026 Point in Time Count.

In response to increasing community concerns in Livermore, the City launched a Homeless Roundtable (Roundtable) in 2024. The Roundtable meets quarterly and includes representatives from approximately 20 local service providers, in addition to City staff. Its purpose is to strengthen coordination among service providers, improve resource navigation for unhoused individuals, and support the development and piloting of local projects.

Throughout the current program year, the City has continued to support a range of initiatives that provide essential services to unhoused individuals. These include participation in a regional crisis intervention service and Livermore-specific programs such as shower and laundry services, waste removal, and biohazard cleanup. The City also provided funding to several key service providers, including Abode Services, Bay Area Community Health (BACH), CityServe of the Tri-Valley, and Open Heart Kitchen, to support outreach activities such as meal distribution, healthcare services, and housing navigation. The City and its partners regularly engage with unsheltered individuals to assess their needs and integrate community feedback into program planning.

According to the 2026 HUD-mandated biennial Point-in-Time Count, the City experienced a 4% increase in homelessness compared to the 2024 count. This increase underscores the continued need to implement and expand the City's multi-tiered strategic approach to reducing and ultimately ending homelessness.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Livermore remains committed to addressing homelessness through strategic investments in emergency shelter, transitional housing, and supportive services.

Local funds continue to support two shelters, Sojourner House and Shiloh House. Sojourner House is the only homeless shelter in the Tri-Valley region that accommodates families and single fathers with children. The facility offers 16 beds, operates year-round, and permits stays of up to six months. During the current program year, Sojourner House served 29 Livermore residents.

Shiloh House is a confidential domestic violence shelter that offers case management, counseling, and supportive services for women and children who are survivors of family violence. Over the course of the program year, Shiloh House served 171 Livermore residents.

During FY 2025-26, the Vineyard Resource Center (Resource Center) and Open Heart Refuge collectively provided 10,186 bed nights, serving 128 individuals experiencing homelessness with emergency shelter and supportive services. The Vineyard Resource Center also offers 23 units of permanent supportive housing for formerly homeless individuals.

During the year, Open Heart Refuge transitioned to an assigned-bed model. This framework provided participants with greater stability, encouraged consistent engagement in housing navigation and case management services, and better prepared individuals for successful transitions to permanent housing.

The Vineyard Resource Center provided comprehensive housing navigation and case management services to 117 individuals experiencing homelessness. In addition, the Resource Center delivered 7,007 showers and 3,602 loads of laundry to 302 unduplicated individuals, addressing essential hygiene needs while connecting participants to supportive services. Nine clients receiving housing navigation services through the Vineyard Resource Center successfully exited the shelter to permanent housing during the program year.

Recognizing the need for non-congregate shelter options during extreme weather events, the City secured an $80,000 grant from Alameda County to implement the Winter Shelter Relief Program. This program offers emergency hotel accommodations for medically vulnerable individuals experiencing homelessness. In FY 2025-26, the program served 49 households, with three households successfully transitioning into permanent housing.

Additionally, the City is actively collaborating with the Livermore Housing Authority (LHA) and the Livermore Valley Joint Unified School District (LVJUSD) to operate a transitional housing program for unhoused families. This initiative aims to address the local need for permanent supportive bridge housing, thereby providing stability and pathways toward long-term housing for families experiencing homelessness.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City of Livermore continues to invest in housing stability through the provision of HOME and CDBG funds to nonprofit organizations administering tenant-based rental assistance programs. These programs offer up to 24 months of rental assistance, case management, and mental health support to homeless adults, families, and survivors of domestic violence who are at risk of homelessness. HOME funds are designated for rental assistance, while CDBG funds support case management and housing

support services.

In addition to federal funding, the City allocates local resources to support housing counseling and crisis stabilization services. These services provide low-income individuals and families with essential guidance, intervention, and case management to prevent housing loss and promote long-term stability.

The City remains committed to expanding permanent supportive housing through the development of affordable housing projects in Livermore. These efforts increase the availability of long-term housing opportunities for individuals experiencing homelessness and are aligned with the City's strategic goals. The Vineyard Resource Center also strengthened local support services by expanding food distribution and homeless assistance programs.

As part of a broader regional effort, the Continuum of Care (Continuum) works with publicly funded institutions of care to prevent discharging individuals into homelessness. The Realignment Housing Program (RHP) employs housing specialists who assist individuals in the county jail with housing planning prior to release. The RHP, funded by the Alameda County Probation Department, provides rapid rehousing services for individuals experiencing or at risk of homelessness.

The Continuum also participates in the Youth Transitions Planning Partnership, funded by Health and Human Services (HHS), to ensure that transitional-age youth exiting foster care do not discharge into homelessness. The partnership coordinates foster care resources with McKinney-Vento–funded housing programs to ensure youth maintain stable housing. Additionally, Alameda County is a Youth Homelessness Demonstration Program (YHDP) grant recipient, further expanding supportive housing resources for youth.

Alameda County operates as a "Housing First" Continuum of Care and collaborates with several publicly funded institutions of care to ensure that persons are not discharged into homelessness. All funded programs prioritize rapid connection to permanent housing without requiring clinical preconditions.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Livermore remains committed to reducing homelessness through a comprehensive array of programs and strategic initiatives. The Livermore City Council has designated Homelessness and Affordable Housing as a top policy priority and has implemented the Home Together 2026 Plan, a countywide framework designed to significantly reduce homelessness throughout Alameda County.

To support this vision, the City continues to leverage funding in order to provide critical services, including crisis intervention, tenant-based rental assistance, street medicine outreach, and temporary shelter operations. These coordinated efforts aim to meet both immediate needs and long-term goals

for individuals experiencing homelessness.

In partnership with the LHA, the City successfully secured a Family Homelessness Challenge Grant from the State of California. This grant enables LHA to reserve vacant units within its housing portfolio for unhoused families and provide patient-centered, linguistically accessible, and trauma-informed supportive services designed to facilitate permanent exits from homelessness.

Participating families receive intensive case management, housing stabilization services, and education-focused supports to help overcome barriers to long-term housing stability. The City and LHA collaborate closely with the LVJUSD and local homeless service providers to ensure families have access to school-based services, mental health resources, and other support services that promote stability and reduce the likelihood of families returning to homelessness. In FY 2025-26, the program served 15 families. Since the grant's inception, a cumulative total of 17 families have been assisted, with three families successfully exiting to permanent housing.

From January to June 2026, the Family Homeless Challenge Grant also funded 30 off-site shelter beds while the Emergency Shelter was under construction. This has ensured continued access to interim housing for individuals and families during the temporary closure.

Alameda County's Housing Crisis Response System seeks to prevent homelessness whenever possible, provide dignified safety-net services, and maintain individuals in permanent housing through ongoing subsidies and supportive services. Coordinated Entry serves as the front door and a central organizing feature of the system. It rapidly assesses the needs of individuals in housing crisis, connects them to available support services, and tracks system performance.

Coordinated Entry offers a standardized and transparent method for identifying people experiencing homelessness in Alameda County, assessing their needs, and prioritizing and matching them to appropriate housing and service programs. The Alameda County Housing and Homeless Services (H&H) manages a county-wide housing queue, maintained in Homeless Management Information System (HMIS) and governed by applicable privacy and security policies. Services are provided at 12 Housing Resource Centers and 14 street health outreach teams across the county.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The Livermore Housing Authority currently owns and manages 167 units of affordable housing and administers 708 Housing Choice Vouchers (HCV). In recognition of the substantial number of households served, LHA remains committed to enhancing residents' quality of life while ensuring the efficient and effective management of its housing portfolio.

To support these goals, LHA is focused on delivering on-site supportive services and referrals for residents of LHA-owned properties, as well as developing a comprehensive long-term capital improvement and rehabilitation plan. This plan is designed to preserve the safety, sanitation, and overall quality of all LHA units.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

HUD requires all Public Housing Authorities (PHAs) to establish a Resident Advisory Board (RAB) to ensure resident input is incorporated into the development of the agency's Five-Year and Annual Plans. These plans outline the PHA's policies, programs, operations, and strategies for addressing local housing needs.

LHA considers all residents of its public housing units and all participants in its HCV Program to be members of the RAB. LHA staff present both the Five-Year Plan, submitted to HUD once every five years, and the Annual Plan, submitted annually, for review and feedback from RAB members. This engagement ensures that resident perspectives are reflected in LHA's planning and decision-making processes.

Additionally, LHA is collaborating with the City of Livermore to explore strategies that support HCV participants in pursuing homeownership opportunities. This includes identifying pathways to access the City's affordable homeownership programs and related resources. Staff have delivered homeownership workshops and orientations to HCV participants and supported the expansion of financial literacy and supportive services to better prepare households for homeownership. In 2025, the City celebrated the successful purchase of a first home by a current HCV participant through the City's Affordable Homeownership Program.

Actions taken to provide assistance to troubled PHAs

Not applicable. The Livermore Housing Authority is currently designated as a high performing agency.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City of Livermore has adopted three local ordinances to mitigate adverse effects of public policies that may create barriers to affordable housing. These ordinances require developers of new residential and non-residential projects to contribute to the City's affordable housing supply and to support infrastructure and facilities necessary for social services, including childcare, community care, and senior services.

The City's Inclusionary Housing Ordinance requires that a portion of units in all residential developments be reserved as affordable to low- and moderate-income households. Residential projects with 10 or fewer units are not required to construct on-site affordable units but must pay the affordable housing in-lieu fee. Housing units produced through State Density Bonus provisions are exempt from the City's inclusionary housing fee.

The Inclusionary Housing Ordinance helps address market constraints by requiring developers to include 15–20% affordable units within their projects, thus increasing overall production of affordable housing. The ordinance includes a must-build requirement mandating on-site construction of affordable units and increases access to homeownership for lower-income households. Because nearly all residential land in Livermore is privately owned, even with inclusionary fees available, the City and nonprofit developers face challenges competing for land suitable for affordable housing development.

Additionally, the ordinance promotes the distribution of mixed-income housing throughout the city rather than concentrating affordable housing in specific areas. This approach aligns with the City's goal of fostering socioeconomic integration and ensures residents of affordable units have access to the same amenities, such as parks, transit, and schools, as those in market-rate developments.

The City will continue implementing and strengthening the ordinance to facilitate the construction of affordable units and evaluate additional policy options to expand the supply of affordable housing.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

In addition to utilizing local, state, and federal funds to support housing and human service provision, the City continues to identify ways to address public service funding gaps. Staff regularly update the Human Services website, enhance communications related to local services, and prioritize case management and service navigation through Housing and Human Services Grant funding.

The City continues implementing crisis stabilization programs, encampment resolution services, mental health urgent care, and efforts to expand substance use disorder (SUD) inpatient and outpatient services. Staff work collaboratively to align programs and resources to meet immediate health, safety,

housing, and dignity needs for individuals and families experiencing homelessness.

To address the lack of linguistically accessible services, the City translates Housing and Human Services resources into Spanish, updates web content, and evaluates language access as part of the grant application process.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

When potential lead-based paint hazards are reported, Neighborhood Preservation staff initiate a formal response to assess the presence and severity of the hazard. This includes an on-site evaluation to determine whether lead is present and if abatement is required. When abatement is necessary, the property owner must hire a certified third-party specialist to complete the work in accordance with state regulations.

The City partners with the Alameda County Healthy Homes Department, which offers lead and mold testing for referred property owners and tenants prior to abatement activities.

If abatement is confirmed, staff reference applicable provisions of the California Health and Safety Code, including Sections 105256 and 17920.10, to enforce compliance. If the lead-contaminated area is not properly abated within the prescribed timeframe, the City may issue a formal citation.

All abatement activities must be conducted by certified professionals in accordance with Title 17 of the California Code of Regulations, including adherence to lead-safe work practices, proper containment, and post-abatement clearance testing.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City of Livermore places high importance on programs aimed at preventing and reducing poverty. The City and its partners coordinate a diverse range of services to support families living in poverty, including the Multi-Service Center, an integrated service hub housing seven nonprofit agencies serving low-income residents from Livermore and the Tri-Valley region. The City continues to provide General Fund dollars to subsidize facility operations, maintenance, and nonprofit rents.

In addition to CDBG and HOME funds, the City invests local resources through its Housing and Human Services Grants program. Utilizing fees paid by local developers, Livermore established two local funds to leverage federal funding, the Social Opportunity Endowment fund and the Human Services Facility Fee fund. The SOE fund provides a long-term, stable resource for public service activities and supported seven projects during the fiscal year. The HSFF fund supported acquisition, rehabilitation, and renovation of buildings that house human services programs. In FY 2025-26, two capital projects were completed using this funding.

Additionally, $100,000 in General Fund allocations supported six public service programs. These programs provided critical services such as mental health counseling, senior legal assistance, job training, disability housing support, and child abuse intervention services.

The City also collaborates with neighboring jurisdictions, Dublin and Pleasanton, to advance a regional strategy aimed at strengthening service provider infrastructure across the Tri-Valley. In November 2024, the three cities convened a joint Human Services Commission meeting to identify priorities stemming from the Eastern Alameda County Human Services Needs Assessment. This two-year regional process provided an assessment to help coordinate services, identify needs, and optimize funding strategies.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City partners with more than 20 nonprofit organizations that provide affordable housing and essential safety-net services to low-income residents. Many of these organizations serve the broader Tri-Valley region and receive funding not only from Livermore but also from Dublin and Pleasanton.

Given the shared regional needs, the three cities collaborate closely on human service strategies. Their Human Services Commissions occasionally meet jointly to assess needs and pursue opportunities to maximize limited resources. This coordination extends to the grants process, where the jurisdictions host joint application kick-off meetings and utilize a joint grant application.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City collaborates with nonprofit and for-profit developers, as well as financial institutions, to advance affordable housing development. For-profit developers contribute to creating housing for individuals with disabilities and producing single-family and multi-family units in compliance with the Inclusionary Housing Ordinance.

The City also partners with neighboring jurisdictions and agencies, including the Livermore Housing Authority, to design and implement multijurisdictional housing programs that meet shared regional needs and promote equitable access to housing.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City collaborated with Alameda County, local cities, and regional housing authorities to update the Analysis of Impediments to Fair Housing Choice for FY 2025-2029. Public meetings and surveys conducted in September 2024 gathered input from residents, and the final report was completed in Spring 2025.

Key findings highlight ongoing needs for affordable rental and homeownership opportunities for low-income households; persistent discriminatory barriers to housing access based on disability and source of income; a shortage of accessible units and supportive housing for special-needs populations; and challenges navigating affordable housing resources.

The City remains committed to ensuring that housing and social services are accessible and responsive to residents' diverse needs. Livermore continues to implement policies and programs aimed at eliminating barriers to housing access and maintains and strengthens partnerships with neighboring

jurisdictions, government agencies, and nonprofits to support the development and preservation of affordable housing for all income levels and household types.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City has established comprehensive procedures for monitoring CDBG funded activities to ensure ongoing compliance with program regulations. The City executes an agreement with each agency awarded grant funding, including CDBG and HOME funds, through the Housing and Human Services Grant Program. As part of each grant agreement, agencies must submit quarterly invoices and reports. These quarterly reports include detailed metrics used to track program progress and compliance.

The City conducts high-level assessments of all agencies receiving grants to ensure adherence to federal and local requirements. Every two years, the City performs an on-site monitoring visit of agencies receiving federal grant funding. Staff use a compliance monitoring checklist for each project to ensure agencies meet all regulatory requirements and maintain appropriate records. Monitoring visits include reviews of contract performance, program effectiveness, compliance with national objectives, and financial management practices.

Any questions or concerns identified during monitoring are addressed until fully resolved. The goal of the City's monitoring process is to identify and correct deficiencies early, thereby improving subrecipient performance and preventing more significant compliance issues.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

On August 26, 2026, the City published a public notice announcing a public hearing on September 14, 2026, regarding the FY 2025-26 CAPER. To ensure broad community awareness, the notice was published in the local newspaper in both English and Spanish, emailed to the Human Services distribution list, posted on the City's website, and made available at the MSC. The CAPER public review and comment period ran from August 28 through September 14, 2026.

Additionally, at the September 8, 2026, Human Services Commission meeting, Commissioners and public were provided an opportunity to review the CAPER and offer comments prior to its submission. This additional step ensured enhanced transparency and provided another opportunity for public engagement with the draft report.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There are no changes to the City's program objectives.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 7.2**

DATE: September 14, 2026

TO: Honorable Mayor and City Council

FROM: Aaron Lacey, Fire Chief

SUBJECT: Hearing to receive and consider protests related to the annual fire hazard abatement program and confirm the 2026 Weed Abatement Program assessments for collection on the County Assessor tax roll.

RECOMMENDED ACTION

Staff recommends City Council:

1. Consider all protests, and adopt a resolution overruling protests and confirming the 2026 weed abatement assessments; and
2. Direct staff to file a certified copy of the assessment report with the County Auditor.

SUMMARY

The Fire Department requests City Council approval to fund the clearance of hazardous vegetation on non-compliant private properties and to recover these costs through assessments on the Alameda County Assessor's tax roll, in accordance with Resolution No. 2026-056. This annual program mitigates urgent fire hazards to protect public safety, with all affected parcels detailed in Exhibit A of the resolution.

DISCUSSION

The Weed Abatement Program is a critical public safety initiative designed to reduce fire hazards by ensuring that overgrown, hazardous vegetation on undeveloped private properties is properly cleared. The program operates on a strict timeline, beginning in April and May when the City notifies owners of their responsibilities and sets a voluntary compliance deadline of May 31st. If a property remains uncleared on June 1st, the City issues an official Notice of Violation with photo evidence, follows up with a Final Notice on June 15th if the property is still noncompliant, and ultimately authorizes a city contractor to clear the hazard at the owner’s expense starting July 1st. This structured approach balances proactive community outreach with definitive enforcement deadlines, ensuring that hazardous fuels are successfully mitigated before the peak of the fire season. Each affected property owner is then sent an invoice covering the contractor's abatement fee and an administrative fee, as set by the City's Master Fee Schedule. Property owners are advised that payment must be received by 5:00 p.m. on September 14, 2026, to avoid having the charges placed on the property tax roll.

FISCAL AND ADMINISTRATIVE IMPACTS

The total cost of weed abatement work was $9,339.00, which includes administrative costs incurred by the City based on Resolution No. 2026-056, which authorized the Fire Department to proceed with the Fire Hazard Abatement Program. The total cost of work is fully recoverable and becomes a special assessment on the property owner's tax bill. Administrative costs include staff time to continue monitoring weed and debris hazards, preparation of parcel lists, publication of notices, mailing of letters, and invoices for the work performed. Also included is the cost of updating the parcel databases.

COMMUNITY PILLAR

1: A Safe Community that Thrives

GOAL

5: Ensure effective fire suppression, prevention, emergency medical and disaster services to meet the evolving needs of our communities and other changing conditions.

ATTACHMENTS

1. Resolution
2. Exhibit A - 2026 Weed Abatement Assessments

Prepared by: Shiffon Smith
Administrative Assistant

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Kristen Hilton
Acting Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION OVERRULING PROTESTS AND CONFIRMING ASSESSMENTS – FIRE HAZARD ABATEMENT

Pursuant to Government Code sections 39560, et seq., the City of Livermore ("City") has completed proper notice, hearings, and all required proceedings as described in Resolution Nos. 2026-038 and 2026-056 to abate fire hazards**.**

On March 23, 2026, the City Council passed and adopted Resolution No. 2026-038 declaring that there exist conditions of growing weeds, accumulated refuse, rubbish or dirt on private property and/or on the streets, parkways and/or sidewalks adjacent to each parcel of real property described in the resolution, and that such conditions are a public nuisance and shall be abated.

On April 27, 2026, the City Council adopted Resolution No**.** 2026-056 which ordered the abatement of the public nuisances on the properties described in the resolution and declared that the abatement costs (including administrative costs incurred by the City) are the responsibility of the property owners.

The City Clerk has, within the time required by law, prepared the assessment list for the abated properties identified in Exhibit A and caused it to be posted on or near the Council Chamber door with the time shown when said list shall be submitted to the City Council for confirmation at 7 p.m. on September 14, 2026.

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

1. All protests or objections of the property owners, if any, have been overruled by motion.

2. The weed abatement assessments identified in the attached Exhibit A are hereby confirmed, as submitted; and

3. The cost of abating weeds for each property, including the administrative costs, shall become an assessment on the property for the unpaid invoiced amount and placed on the County tax roll.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 14, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Daniel Gonzales
Daniel Gonzales
Deputy City Attorney

Exhibit A – 2026 Weed Abatement Assessments

EXHIBIT A

Notice of Public Hearing September 14, 2026

Weed Abatement Assessments

The City Council will conduct a public hearing to consider and rule on protests on September 14, 2026 at 7:00 p.m. If you have any questions or need assistance prior to the meeting, contact the Livermore-Pleasanton Fire Department at 925-454-2366.

Parcel #	Property Address	Owner(s)	Mailing Address	Cost of Work	Admin Fee	Total Due
098 029800500	659 Andrews St	Don Sabin	2415 Olivera Rd, Concord, CA 94520-1678	540.00	351.00	891.00
099 001503502	Las Positas RD	Shaheen Sabeeha	34690 Anchor Dr, Fremont , CA 94555	2,000.00	1,300.00	3,300.00
099 001503600	Las Positas RD	Shaheen Sabeeha	34690 Anchor Dr, Fremont , CA 94555	3,120.00	2,028.00	5,148.00
			Total	**5,660.00**	**3,679.00**	**9,339.00**

The real property described in Resolution No. 2026-056 has been posted as required by law and the City Clerk has given written notice of the abatement to all persons owning the property described in Resolution No. 2026-056 at least five days prior to the date set for the hearing of objections to the abatement.

Total due is rounded to even cents per County tax rules

Attachment 1

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 8.1**

DATE: September 14, 2026

TO: Honorable Mayor and City Council

FROM: Kristen Hilton, Acting Administrative Services Director

SUBJECT: Resolution adopting 180-day wait period exception to hire retired annuitant, Christina Olson, former Administrative Services Director, in accordance with Government Code section 7522.56 of the Public Employees' Retirement Law.

RECOMMENDED ACTION

Staff recommends that the City Council adopt a resolution approving the hiring of retired annuitant, Christina Olson, former Administrative Services Director, in accordance with Government Code section 7522.56 of the Public Employees' Retirement Law.

SUMMARY

A California Public Employees Retirement System (CalPERS) retiree who returns to employment with a CalPERS agency is referred to as a "retired annuitant." CalPERS generally requires retirees to serve a180-day waiting period between their retirement date and their first day of post-retirement employment. Government Code 7522.56 permits an agency's governing body to waive this requirement when the appointment is critically needed. This appointment is not intended to fill a vacant or regular City position. This limited duration assignment is specifically intended to support development of the City's upcoming budget and provide training and transitional assistance to newly hired employees. The appointment is necessary due to the specialized nature of the work and current staff capacity and will end when identified projects are completed.

DISCUSSION

Christina Olson recently retired from the City of Livermore after serving as the Administrative Services Director. Since her retirement, the City has hired a new Administrative Services Director and Finance Manager. Both positions have significant responsibilities related to development and administration of the City's budget. The City is currently beginning preparation of the next two-year budget for FY 2027-29, making timely training and knowledge transfer particularly important.

This appointment would be for a limited-duration special-project assignment. Her work will be restricted to assisting with budget development and providing training and transitional support to the newly hired employees. Her institutional knowledge of the City's financial operations, budget processes, systems,

and organizational practices make her uniquely qualified to perform this work, and she will only serve in a temporary, supplemental capacity to complete the identified special projects and facilitate and effective transition.

As fewer than 180 days have passed since Ms. Olson retired, City Council approval is required to waive the applicable waiting period. The appointment will be limited in duration and scope, will not exceed 960 hours in a fiscal year, and will end upon completion of the budget and transition assignments.

FISCAL AND ADMINISTRATIVE IMPACTS

Retired annuitants are not entitled to any city employment benefits or property rights associated with regular employment. Therefore, the cost of hire is limited to salary only. The maximum fiscal impact is approximately $102,574 based on the retired annuitant working the maximum 960 hours and will be funded through savings generated by vacant positions in the Administrative Services Department.

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. Resolution
2. Exhibit A - Conditional Offer Letter

Prepared by: Kristen Hilton
Acting Administrative Services Director

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Kristen Hilton
Acting Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ADOPTING 180-DAY WAIT PERIOD EXCEPTION TO HIRE A RETIREE IN ACCORDANCE WITH GOVERNMENT CODE SECTIONS 7522.56 AND 21224

WHEREAS, in compliance with Government (Gov.) Code section 7522.56 of the Public Employees' Retirement Law, the City Council for the City of Livermore must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since their retirement date; and

WHEREAS, Christina Olson retired from the City of Livermore in the position of Administrative Services Director, effective May 2, 2026; and

WHEREAS, Gov. Code section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is October 30, 2026 without this certification resolution; and

WHEREAS, Gov. Code section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the City Council, the City of Livermore, and Christina Olson certify that Christina Olson has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the City Council for the City of Livermore hereby appoints Christina Olson as an extra help retired annuitant to perform the duties of a Retired Annuitant – Finance Manager for the City of Livermore under Gov. Code section 21224 effective September 22, 2026; and

WHEREAS, the entire employment agreement, contract or appointment document between Christina Olson and the City of Livermore has been reviewed by this body and is attached herein; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year for all CalPERS employers; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is $18,520.33 and the hourly equivalent is $106.84, and the minimum base salary for this position is $14,816.26 and the hourly equivalent is $85.47; and

WHEREAS, the hourly rate paid to Christina Olson will be $106.84; and

WHEREAS, Christina Olson has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate; and

THEREFORE, BE IT RESOLVED THAT the City Council of the City of Livermore hereby certifies the nature of the appointment of Christina Olson as described herein and detailed in the attached appointment document and that this appointment is necessary to fill the critically needed position of Retired Annuitant – Finance Manager for the City of Livermore by September 22, 2026 because the City is beginning development of its upcoming fiscal year budget and requires her specialized knowledge and expertise to assist with that limited duration project and provide training and transitional support to the newly hired Administrative Services Director and Finance Manager. This appointment is not intended to fill a vacancy or perform ongoing regular duties of a regular City position.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 14, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Kimberly Cilley
Kimberly Cilley
City Attorney

Exhibit A – Conditional Offer Letter (personal information redacted for publication)

[Date to be inserted after the resolution approving the certification is adopted]

Christina Olson
[redacted] **[Home address redacted from publication]**

Dear Christina:

We are pleased to inform you that the City of Livermore is extending an offer of employment to you as a temporary employee in the Finance Division of the Administrative Services Department. Your job title will be Retired Annuitant – Finance Manager. Your first day of employment will be [**date to be inserted**]. Continued temporary employment is contingent upon the successful completion of the City's backgrounding process, which includes Livescan fingerprinting and a DMV report. A Human Resources representative will contact you to provide information on scheduling your Livescan fingerprinting appointment.

In accepting this temporary position, you will be paid at the rate of $[**pay rate to be inserted**] per hour and will be subject to changes in your work shift, schedule, or location as the need of the City may require. Your temporary employment is for up to 29 hours per week not to exceed 960 hours in a fiscal year.

Temporary employees are not eligible for benefits and are at-will employees. As per the City of Livermore Personnel Rules & Regulations, at-will employees are defined as an employee who does not have a legal right to continued employment with the City and who therefore may be disciplined or discharged with or without cause and without the right of appeal. All City of Livermore regular job openings are posted on our website: https://www.governmentjobs.com/careers/livermoreca. Interested candidates are encouraged to review the site regularly as new jobs are frequently posted.

Please confirm your acceptance of our job offer by signing this letter and bringing it to the Human Resources Division on your first day of work.

The Federal Immigration Act requires that you provide us with proof of citizenship or authorization to work in the United States. You are required to provide us with this proof within three days of your hire date. Enclosed is a list of acceptable documents for proof of identity and legal ability to work in the United States. You will need to bring these document(s) to Human Resources on the day you begin your employment with the City, and no later than 72 hours after reporting to work at your jobsite.

We welcome you back and wish you every success in your employment with the City of Livermore.

Please contact us if you have any additional questions at (925) 960-4100.

Sincerely,

Kristen Hilton
Human Resources Manager

_____ _____
Employee's Signature Date

Enclosures
1. I-9 Lists of Acceptable Documents
2. Retired Annuitants Salary Schedule

LISTS OF ACCEPTABLE DOCUMENTS

All documents containing an expiration date must be unexpired.
* Documents extended by the issuing authority are considered unexpired.
Employees may present one selection from List A or a
combination of one selection from List B and one selection from List C.
Examples of many of these documents appear in the Handbook for Employers (M-274).

LIST A Documents that Establish Both Identity and Employment Authorization	OR	LIST B Documents that Establish Identity	AND	LIST C Documents that Establish Employment Authorization
1. U.S. Passport or U.S. Passport Card		**1.** Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		**1.** A Social Security Account Number card, unless the card includes one of the following restrictions: **(1)** NOT VALID FOR EMPLOYMENT **(2)** VALID FOR WORK ONLY WITH INS AUTHORIZATION **(3)** VALID FOR WORK ONLY WITH DHS AUTHORIZATION
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)		**2.** ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		
3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa		**3.** School ID card with a photograph		**2.** Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240)
4. Employment Authorization Document that contains a photograph (Form I-766)		**4.** Voter's registration card		**3.** Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal
5. For an individual temporarily authorized to work for a specific employer because of his or her status or parole: **a.** Foreign passport; and **b.** Form I-94 or Form I-94A that has the following: **(1)** The same name as the passport; and **(2)** An endorsement of the individual's status or parole as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.		**5.** U.S. Military card or draft record		**4.** Native American tribal document
		6. Military dependent's ID card		**5.** U.S. Citizen ID Card (Form I-197)
		7. U.S. Coast Guard Merchant Mariner Card		**6.** Identification Card for Use of Resident Citizen in the United States (Form I-179)
		8. Native American tribal document		**7.** Employment authorization document issued by the Department of Homeland Security For examples, see **Section 7** and **Section 13** of the M-274 on **uscis.gov/i-9-central**. The Form I-766, Employment Authorization Document, is a List A, **Item Number 4.** document, not a List C document.
		9. Driver's license issued by a Canadian government authority		
		For persons under age 18 who are unable to present a document listed above:		
6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI		**10.** School record or report card		
		11. Clinic, doctor, or hospital record		
		12. Day-care or nursery school record		

Acceptable Receipts

May be presented in lieu of a document listed above for a temporary period.
For receipt validity dates, see the M-274.

• Receipt for a replacement of a lost, stolen, or damaged List A document. • Form I-94 issued to a lawful permanent resident that contains an I-551 stamp and a photograph of the individual. • Form I-94 with "RE" notation or refugee stamp issued to a refugee.	OR	Receipt for a replacement of a lost, stolen, or damaged List B document.	Receipt for a replacement of a lost, stolen, or damaged List C document.

*Refer to the Employment Authorization Extensions page on **I-9 Central** for more information.

EXHIBIT A

CITY OF LIVERMORE
RETIRED ANNUITANTS

Class Code	Classification	Hourly Salary Range	Effective Date
8500	Retired Annuitant - Assistant City Engineer	$85.48 - $106.85	07/13/26
8505	Retired Annuitant - Senior Civil Engineer	$77.01 - $96.26	07/13/26
8510	Retired Annuitant - Associate Civil Engineer	$66.74 - $81.12	10/05/26
8516	Retired Annuitant - Principal Planner	$76.08 - $95.10	07/13/26
8520	Retired Annuitant - Associate Planner	$62.40 - $75.85	10/05/26
8525	Retired Annuitant - Senior Planner	$65.43 - $79.54	10/05/26
8530	Retired Annuitant - Police Officer	$64.05 - $77.86	05/04/26
8535	Retired Annuitant - Public Safety Dispatcher	$48.30 - $58.71	10/05/26
8540	Retired Annuitant - Senior Management Analyst	$66.30 - $82.87	07/13/26
8545	Retired Annuitant - Senior Human Resources Analyst	$66.30 - $82.87	07/13/26
8550	Retired Annuitant - Public Works Supervisor	$63.82 - $79.78	07/13/26
8555	Retired Annuitant - Management Analyst II	$61.97 - $77.46	07/13/26
8560	Retired Annuitant - Administrative Clerk I	$33.17 - $40.32	10/05/26
8565	Retired Annuitant - Library Clerk	$33.17 - $40.32	10/05/26
8570	Retired Annuitant - Senior Mechanic	$51.70 - $62.84	10/05/26
8575	Retired Annuitant - Deputy City Clerk	$50.39 - $62.99	07/13/26
8580	Retired Annuitant - Assistant City Clerk	$61.97 - $77.46	07/13/26
8585	Retired Annuitant - City Clerk	$73.87 - $92.34	07/13/26
8590	Retired Annuitant - Administrative Services Director	$105.59 - $131.99	04/13/26
8591	Retired Annuitant - Finance Manager	$85.48 - $106.85	09/14/26

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 8.2**

DATE: September 14, 2026

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Appoint a Voting Delegate and an Alternate Voting Delegate to Represent the City of Livermore at the 2026 League of California Cities Annual Conference and Expo.

RECOMMENDED ACTION

Staff recommends the City Council appoint a voting delegate and up to two alternate voting delegates to vote on behalf of the City of Livermore during the General Assembly at the 2026 League of California Cities Annual Conference and Expo.

SUMMARY

Each year, at the League of California Cities ("Cal Cities"), a General Assembly of the member cities meets to consider and take action on resolutions that establish League policy. In order for City representatives to vote during the General Assembly, the City Council must designate a voting delegate and up to two alternate delegates.

DISCUSSION

The League of California Cities ("Cal Cities") was founded in 1898. The organization partners with City leaders across the State of California, to expand and protect local control through education and advocacy. Cal Cities offers education and training programs for City leaders and hosts conferences to provide an open forum for California cities' officials to meet and share information and experiences.

Cal Cities will be hosting its Annual Conference and Expo on September 23-25, 2026 in Anaheim California. On the last day of the conference, a General Assembly Meeting is held for member cities, to consider and act on resolutions that establish Cal Cities policies. In order to participate in the General Assembly as a member city, the City of Livermore must appoint a voting delegate and up to two alternate voting delegates to vote on the proposed Cal Cities resolutions. The voting delegate and alternate voting delegate(s) must be registered to attend the conference. The members of the Livermore City Council attending the conference are: Vice Mayor Wang, Council Members Barrientos, Branning and Dunbar.

After the delegate and alternates have been designated by the City Council, staff will submit the online Voting Delegate form to Cal Cities before the commencement of the conference. The deadline to submit

the Voting Delegate form was September 1, 2026, staff has received permission from Cal Cities to submit the form after Council action has been taken, due to the Council recess in August.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no fiscal or administrative impacts associated with the designation of the voting and alternate voting delegates.

COMMUNITY PILAR

5: A City That Works

GOAL

3. Oversee the City's legislative advocacy efforts.

ATTACHMENTS

1. 2026 Cal Cities Voting Delegate Information Packet

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Fiscal Review by:

Kristen Hilton
Acting Administrative Services Director

LEAGUE OF CALIFORNIA CITIES

Council Action Advised by September 1, 2026

DATE: Wednesday, May 13, 2026

TO: Mayors, Council Members, City Clerks, and City Managers

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Sept. 23-25, 2026
Anaheim Convention Center

Every year, the League of California Cities convenes a member-driven General Assembly at the Cal Cities Annual Conference and Expo. The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Friday, Sept. 25, 2026 the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through the online submission portal by Tuesday, Sept. 1, 2026. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration opens June 2.

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and

alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' event and meeting policy in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Anaheim Convention Center, will be open at the following times: Wednesday, Sept. 23, 8:00 a.m.-6:00 p.m. and Thursday, Sept. 24, 7:30 a.m.-4:00 p.m. On Friday, Sept. 25, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Tuesday, Sept. 1. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

LEAGUE OF CALIFORNIA CITIES

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.

2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.

6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

7. **Resolving Disputes**. In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

LEAGUE OF CALIFORNIA CITIES

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions

Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees

The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions

The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee

The Resolutions Committee considers all resolutions. General Resolutions approved[1] by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.[2]

General Assembly

During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates —one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

[1] The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.
[2] Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).

For more information visit www.calcities.org/general-assembly