LIVERMORE
CALIFORNIA

CITY COUNCIL
REVISED AGENDA
MONDAY, APRIL 25, 2022

*Items 1.1 - Closed Session, 3.4 - Affordable Housing Proclamation, and 7.3 - City Manager contract have been added to the agenda with a new 6:30 p.m. start time.

Item 5.8 - Recycled Water Fill Station has been removed from the agenda.

REGULAR HYBRID MEETING – 7:00 PM

CLOSED SESSION - 6:30 PM

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

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

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

ZOOM WEBINAR:
https://us02web.zoom.us/j/84472628922

Zoom dial in phone number:
1 669 900 6833
Meeting ID: 844 7262 8922

Bob Woerner, Mayor
Regina Bonanno, Vice Mayor
Robert W Carling, Council Member
Brittni Kiick, Council Member
Trish Munro, Council Member

1. CLOSED SESSION - 6:30 p.m.

1.1 Conference with Real Property Negotiator. To meet with Paul Spence and Steve Stewart, the City's negotiators pursuant to Government Code section 54956.8, regarding the purchase, sale, exchange, or lease of real property at Assessor's Parcel Numbers 098-0289-024-00 and 098-0289-025-00. The City negotiators may negotiate with Lisa Tromovitch on behalf of the Shakespeare's Associates, Inc., a California nonprofit corporation. The instructions will concern price and terms of payment in furtherance of the exclusive negotiation rights agreement first authorized by the City Council on June 18, 2018.

2. CALL TO ORDER

ROLL CALL

Council Member Robert W. Carling
Council Member Brittni Kiick
Council Member Trish Munro
Vice Mayor Regina Bonanno
Mayor Bob Woerner

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Proclamation declaring May 2022 as Drinking Water Awareness Month presented to representatives from Zone 7 Water Agency, California Water Service (Cal Water), and Livermore Municipal Water.

Recommendation:
Staff recommends the City Council declare May 2022 as Drinking Water Awareness Month, recognizing the joint efforts of Livermore Municipal Water, Zone 7 Water Agency, and California Water Service (Cal Water) to provide this vital service to our community.

Staff Report
Attachments:
1. Proclamation

3.2 Presentation of the 2022 Livermore Water Conservation Art Contest awards

Recommendation:

Staff recommends City Council present awards to the winners of this year's Livermore Water Conservation Art Contest.

Staff Report
Attachments:
1. Award Presentation

3.3 Livermore Area Youth Advisory Commission annual update presented by Commission Chair Evelyn Arroyo

Recommendation:
Staff recommends City Council accept the Livermore Area Youth Advisory Commission annual update.

Staff Report

3.4 Proclamation declaring May as Affordable Housing Month presented to East Bay Housing Organizations.

Recommendation:
Staff recommends the City Council declare May as Affordable Housing Month.

Staff Report
Attachments:
1. Proclamation

4. CITIZENS FORUM

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

5. CONSENT CALENDAR

Consent Calendar items are considered routine and are acted upon by the City Council with a single action. Members of the audience wishing to provide public input must submit a speaker card if in person or use the 'raise hand' feature if participating using Zoom.

5.1 Adoption of an ordinance adding section 2.36.200 to the Livermore Municipal Code in compliance with the requirements of Assembly Bill 481 (an act to add sections 7070 through 7075 to the Government Code, relating to military equipment).

Recommendation:
Staff recommends City Council **adopt an ordinance** adding section 2.36.200 to the Livermore Municipal Code in compliance with the requirements of Assembly Bill 481 (an act to add sections 7070 through 7075 to the Government Code, relating to military equipment).

Staff Report
Attachments:

1. Ordinance

5.2 Adoption of an ordinance amending Title 5 and adding Chapter 5.60 Outdoor Dining Permit to the Livermore Municipal Code.

Recommendation:
The Planning Commission and staff recommend the City Council **adopt an ordinance** adding section 5.60 to the Livermore Municipal Code. The purpose of the Ordinance is to codify an Outdoor Dining Permit and facilitate enforcement through administrative due process.

Staff Report
Attachments:
1. Ordinance
2. Exhibit A - Planning Commission Resolution No. 08-22
3. Exhibit B - Outdoor Dining Ordinance

5.3 Resolution authorizing amendments to contracts C9801130 and C9802006 with the State Department of Parks and Recreation for grant funds allocated to the Arroyo Road Trail (T-13, Segment B), Project No. 2019-55.

Recommendation:
Staff recommends the City Council adopt a resolution:
1. Approving the Amendments to Contract No. C9801130 and C9802006 with the State of California under the Per Capita Grant Program in the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018; and
2. Authorizing the City Manager or designee to sign all grant documents for the Per Capita Grant Funds.

Staff Report
Attachments:
1. Resolution

5.4 Resolution approving and appropriating the allocation of Community Development Block Grant, Home Investment Partnership Program, Social Opportunity Endowment, In-Lieu Housing, Human Services Facility Fee and General Funds in the total amount of $1,000,200 for FY 2022-23.

Recommendation:
Staff recommends the City Council adopt a resolution appropriating $1,000,200 as listed below and authorize the City Manager to negotiate and execute all related documents, grant agreements, and modifications.
1. Community Development Block Grant Funds (Fund 613) in the amount of $432,000
2. HOME Investment Partnership Program Funds (Fund 671) in the amount of $139,500
3. Social Opportunity Endowment Funds (Fund 620) in the amount of $80,000
4. Human Service Facility Fee Funds (Fund 333) in the amount of $119,700
5. In-Lieu Housing Funds (Fund 611) in the amount of $209,000
6. General Funds (Fund 001) in the amount of $20,000

Staff Report

Attachments:

1. Resolution
2. Exhibit A - FY 2022-23 Grant Recommendations

5.5 Resolution authorizing execution of an Affordable Housing Loan Agreement, Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants and related documents with Tri-Valley REACH, Inc. for repairs and updates to an affordable group home located at 4355 Colgate Avenue

Recommendation:

Staff recommends the City Council adopt a resolution:

1. Authorizing a loan to Tri-Valley REACH, Inc. in the amount of $91,768 in State Permanent Local Housing Allocation (PLHA) to assist with the rehabilitation of 4355 Colgate Avenue; and
2. Authorizing the City Manager to execute the Affordable Housing Loan Agreement attached as Exhibit A to the Resolution and the Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants attached as Exhibit B to the Resolution, between the City of Livermore and Tri-Valley REACH, Inc. for 4355 Colgate Avenue and all other related documents authorized and described in those agreements.

Staff Report

Attachments:

1. Resolution
2. Exhibit A - Affordable Housing Loan Agreement
3. Exhibit B - Affordable Housing Regulatory Agreement

5.6 Resolution authorizing execution of an agreement with DarkTrace Holding Limited for cybersecurity services in an amount not-to-exceed $437,000

Recommendation:

Staff recommends City Council authorize execution of the agreement with DarkTrace Holding Limited for cybersecurity services in an amount not-to-exceed $437,000.

Staff Report

Attachments:

1. Resolution
2. Exhibit A - Darktrace Product Order Form

5.7 Resolution endorsing the Alameda County Home Together 2026 Implementation Plan to address homelessness and acknowledging receipt of future homeless services funding must be consistent with the plan

Recommendation:

Staff recommends City Council adopt a resolution:

1. Endorsing the Alameda County Home Together 2026 Implementation Plan to address homelessness.

2. Acknowledging that to receive future homeless services funding made available through the County, grants, programs, and services must be consistent with the Home Together 2026 Plan.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Home Together 2026 Implementation Plan

5.8 ~~Resolution appropriating $156,667 in additional funds in FY 2021-22 for the Joint Use Residential Recycled Water Fill Station.~~

Recommendation:
~~Staff recommends that the City Council adopt a resolution appropriating $156,667 in additional funds in FY 2021-22 for the Joint Use Residential Recycled Water Fill Station.~~

5.9 Resolution designating the Administrative Services Director as the City Treasurer

Recommendation:
Staff recommends City Council adopt a resolution designating the Administrative Services Director as the City Treasurer.

Staff Report
Attachments:
1. Resolution

6. PUBLIC HEARINGS

6.1 Hearing to consider the Community Development Block Grant (CDBG) and HOME Investment Partnership Program's Annual Action Plan for FY 2022-23 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 FY 2022-23 Annual Action Plan for the HOME Investment Partnership and Community Development Block Grant Programs and authorizing its submittal to Alameda County for inclusion with the Alameda County HOME Consortium report and submission to the U.S. Department of Housing and Urban Development (HUD); and
2. Authorizing the City Manager, or his designee, to sign all related documents, and to make adjustments to the Action Plan as needed based on the HUD allocation.

Staff Report
Attachments:
1. Resolution
2. Exhibit A- FY 2022-23 Annual Action Plan
3. Exhibit B- HUD Certifications

6.2 Hearing to introduce an ordinance amending Livermore Municipal Code (LMC) Chapter 8.14 Public Nuisances to add Safe Storage of Firearm provisions to effectively regulate the safe

storage of a firearm in a residence.

Recommendation:
Staff recommends the City Council **introduce an ordinance** amending Livermore Municipal Code (LMC) Chapter 8.14 Public Nuisances and adding “Unsafe Storage of Firearms" provisions to Chapter 8.14 to effectively regulate the safe storage of a firearm in a residence.

Staff Report
Attachments:
1. Public Comment Received
2. Ordinance

6.3 Hearing to receive and consider protests and direct staff to proceed with field abatement work on non-compliant properties under the 2022 Fire Hazard Abatement Program.

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

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Livermore Pleasanton Fire Department 2022 List of Parcels

7. MATTERS FOR CONSIDERATION

7.1 Resolution approving the 2022 City of Livermore State and Federal Legislative Platform

Recommendation:
Staff recommends the City Council adopt a resolution approving the 2022 City of Livermore State and Federal Legislative Platform.

Staff Report
Attachments:
1. Draft 2022 Legislative Platform - Redlined
2. Tri-Valley Cities Legislative Framework
3. Resolution
4. Exhibit A - Draft 2022 Legislative Platform

7.2 Update on the FY 2021-23 City Council Goals and Priorities and Equity and Inclusion workplan.

Recommendation:
Staff recommends City Council receive an update on the FY 2021-23 Goals and Priorities and Equity and Inclusion workplan.

Staff Report

Attachments:
1. FY 2021-23 City Council Priorities Report
2. Equity and Inclusion Final Recommendations Report

7.3 Resolution appointing and approving an employment contract with a new City Manager

Recommendation:
Mayor Woerner recommends the City Council adopt a Resolution appointing Marianna Marysheva as City Manager and approving the employment contract.

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

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

9. ADJOURNMENT

To a Regular City Council meeting on Monday, May 9, 2022 at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue and virtually using Zoom.

10. SUPPLEMENTAL MATERIALS

10.1 Supplemental materials received prior to the meeting.
Staff Report
Attachments:
1. Supplemental Materials

10.2 Supplemental materials received at the meeting.
Staff Report
Attachments:
1. Items received at the meeting

11. HOW TO PARTICIPATE IN YOUR CITY COUNCIL MEETING

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

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

Public Hearings - The topic of the hearing is typically summarized by staff, followed by a presentation by the applicant, and questions from the City Council. The Mayor will then open

the hearing to the public and offer an opportunity for public comments. Speakers are limited to a maximum of 3 minutes per person. To address the City Council in person, you must submit a speaker card to the City Clerk prior to the start of the presentation of the item. To submit a comment using Zoom, you may use the 'raise hand' feature as soon as the item begins.

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

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

Platforms to Participate in Meetings:

Submission of Comments Prior to the Meeting:

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

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

Submission of Comments During the Meeting:

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

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

TV29: tv29live.org

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

Zoom Webinar: https://us02web.zoom.us/j/84472628922
Zoom dial in phone number: 1 669 900 6833
Meeting ID: 844 7262 8922

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

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

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

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

LIVERMORE
CALIFORNIA

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

DATE: April 25, 2022

TO: Honorable Mayor and City Council

FROM: Scott Lanphier, Public Works Director

SUBJECT: Proclamation declaring May 2022 as Drinking Water Awareness Month presented to representatives from Zone 7 Water Agency, California Water Service (Cal Water), and Livermore Municipal Water.

RECOMMENDED ACTION

Staff recommends the City Council declare May 2022 as Drinking Water Awareness Month, recognizing the joint efforts of Livermore Municipal Water, Zone 7 Water Agency, and California Water Service (Cal Water) to provide this vital service to our community.

SUMMARY

DISCUSSION

ATTACHMENTS

1. Proclamation

Prepared by: Natalie Croak
Water Resources Communications Representative

Approved by:

Marc Roberts
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

Proclamation

of the

City of Livermore

Proclaiming

DRINKING WATER AWARENESS MONTH

May 2022

WHEREAS, *water is our most valuable natural resource that provides public health protection, fire suppression, support for our economy, and drives our way of life; and*

WHEREAS, *the measures of a successful society – low mortality rates, economic growth and diversity, productivity, and public safety – are related to access to safe drinking water; and*

WHEREAS, *Livermore Municipal Water, California Water Service (Cal Water), and Zone 7 Water Agency work together to provide this vital service to our community; and*

WHEREAS, *Livermore residents and businesses are encouraged to help protect waterways from pollution, use water wisely, become involved in local water issues, and act as stewards of the water infrastructure upon which future generations depend; and*

WHEREAS, *the COVID-19 pandemic is an urgent reminder that reliable access to safe drinking water is essential to protecting public health;*

NOW, THEREFORE, *the City Council of the City of Livermore proclaims the month of May 2022 as Drinking Water Awareness Month, recognizing the vital role tap water plays in daily life and the importance of essential water professionals working "behind-the-scenes" to provide safe drinking water to the community.*

Mayor Bob Woerner

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

Vice Mayor Gina Bonanno

Council Member Robert W. Carling

Council Member Brittni Kiick

Council Member Patricia K. Munro

LIVERMORE
CALIFORNIA

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

DATE: April 25, 2022

TO: Honorable Mayor and City Council

FROM: Scott Lanphier, Public Works Director

SUBJECT: Presentation of the 2022 Livermore Water Conservation Art Contest awards

RECOMMENDED ACTION

Staff recommends City Council present awards to the winners of this year's Livermore Water Conservation Art Contest.

SUMMARY

Fifty-four young artists submitted posters to this year's water awareness poster contest which featured the theme "Water's Journey." Through a community vote, three winners have been selected, along with honorable mentions.

DISCUSSION

In the early 1990s, to increase public awareness, the City of Livermore's water utility, Livermore Municipal Water, and California Water Service (Cal Water) began coordinating a water awareness poster contest for Livermore 3rd and 4th grade students. The Zone 7 Water Agency became an additional contest sponsor in 2021. Each year the contest has a different theme focused on water conservation or the importance of water in daily life.

For the 2022 contest, the sponsoring agencies decided to make major changes to the competition rules. First, the age range was expanded to allow all K – 12th grade students who live or go to school in Livermore to participate. Second, students were allowed to submit any type of visual artwork into the competition, including digital illustrations, animations, and photography.

This year's contest theme was "Water's Journey", which was designed to challenge students to learn more about how Livermore's drinking water travels hundreds of miles from the Sierra Nevada to our taps.

Fifty-four entries were received from students at thirteen schools and across ten grade levels. After staff

from the sponsoring agencies narrowed the entries down to ten finalists, the Livermore community had the opportunity to vote online for the winner. 1,235 votes were received over two weeks.

Along with the prizes students will receive during this presentation, artwork from all ten finalists will be displayed in the Livermore Chamber of Commerce's windows during the month of May in celebration of "Drinking Water Awareness Month".

FISCAL AND ADMINSTRATIVE IMPACTS

Managing the contest and providing prizes utilized existing budgeted water enterprise funds of less than $500 and existing staff time.

ATTACHMENTS

1. Award Presentation

Prepared by: Natalie Croak
Water Resources Communications Representative

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director



2022 Livermore Water Conservation Art Contest Winners

April 25, 2022

Presented by Livermore City Council, Angela Ramirez Homes, Zone 7 Water Agency Board President, & California Water Service (Cal Water)

LIVERMORE
CALIFORNIA

About the Livermore Water Conservation Art Contest













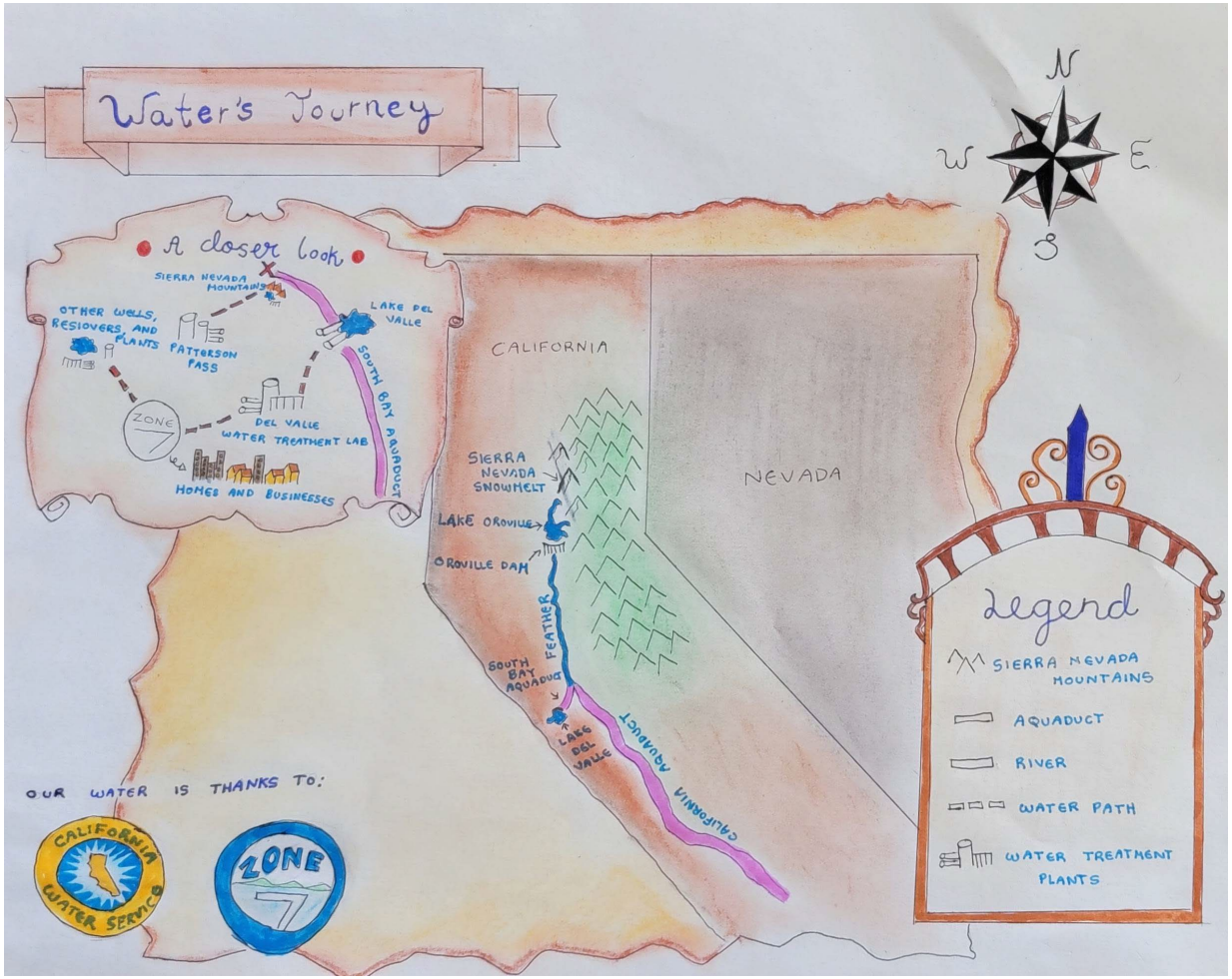
Honorable Mention: Matthew Seong
Homeschool, 2nd Grade



Honorable Mention: Junwoo Hong
Sunset Elementary, 1st Grade



Honorable Mention: Vedika Chaudhari
Joe Michell K – 8th School, 8th Grade



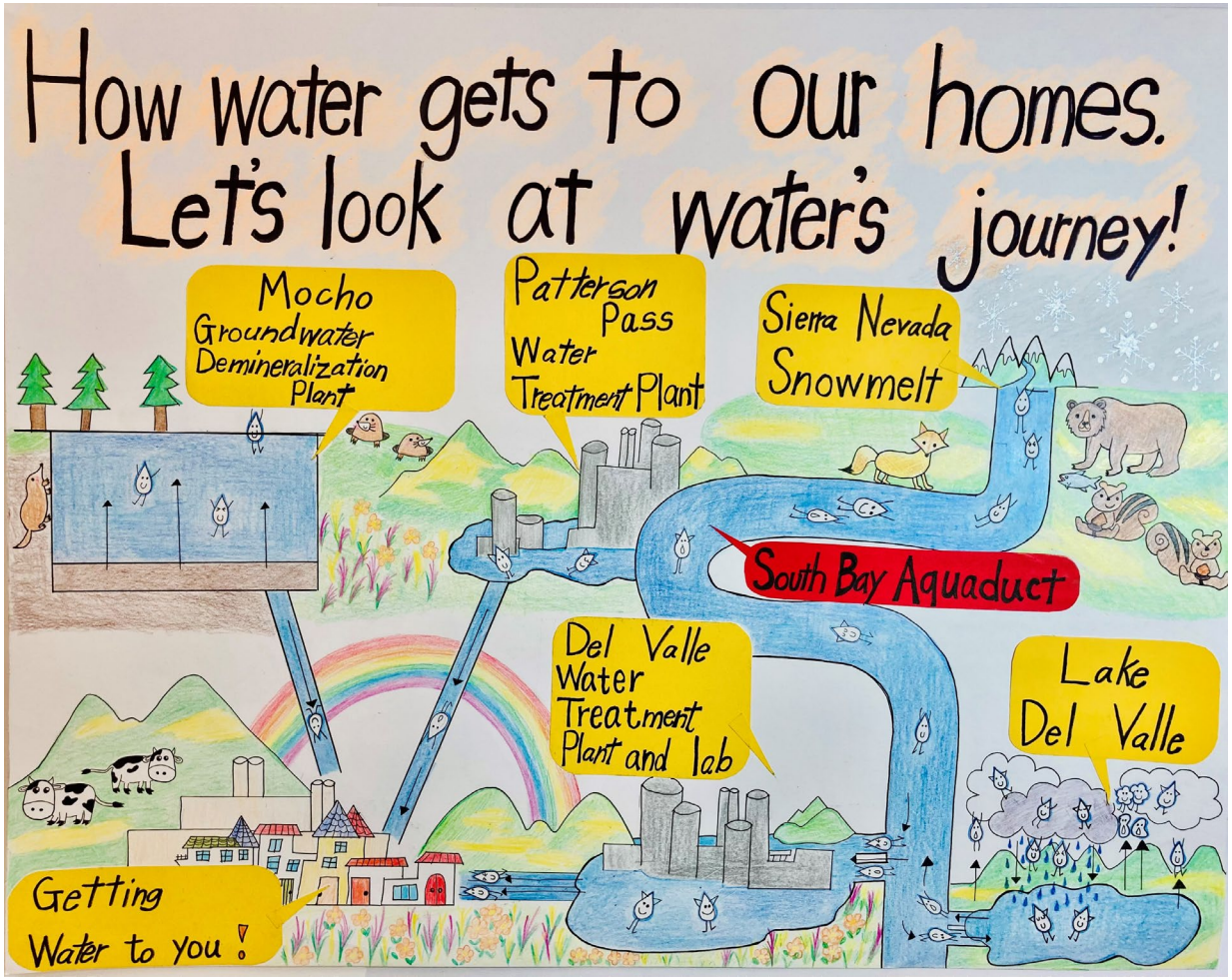
Honorable Mention: Vaidehi Chaudhari
Joe Michell K – 8th School, 8th Grade



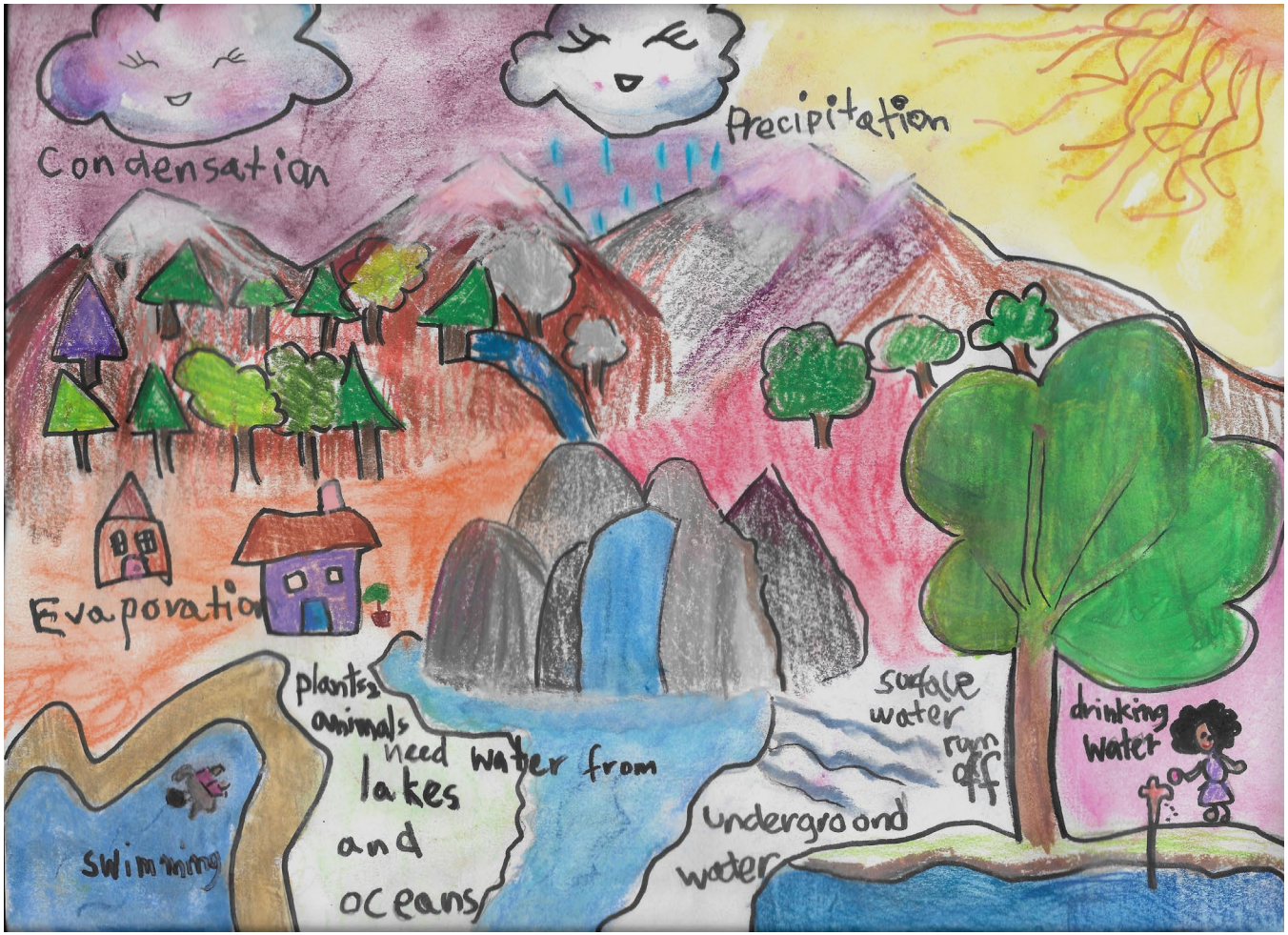
Honorable Mention: Dongkeon Park
Sunset Elementary School, 2nd Grade



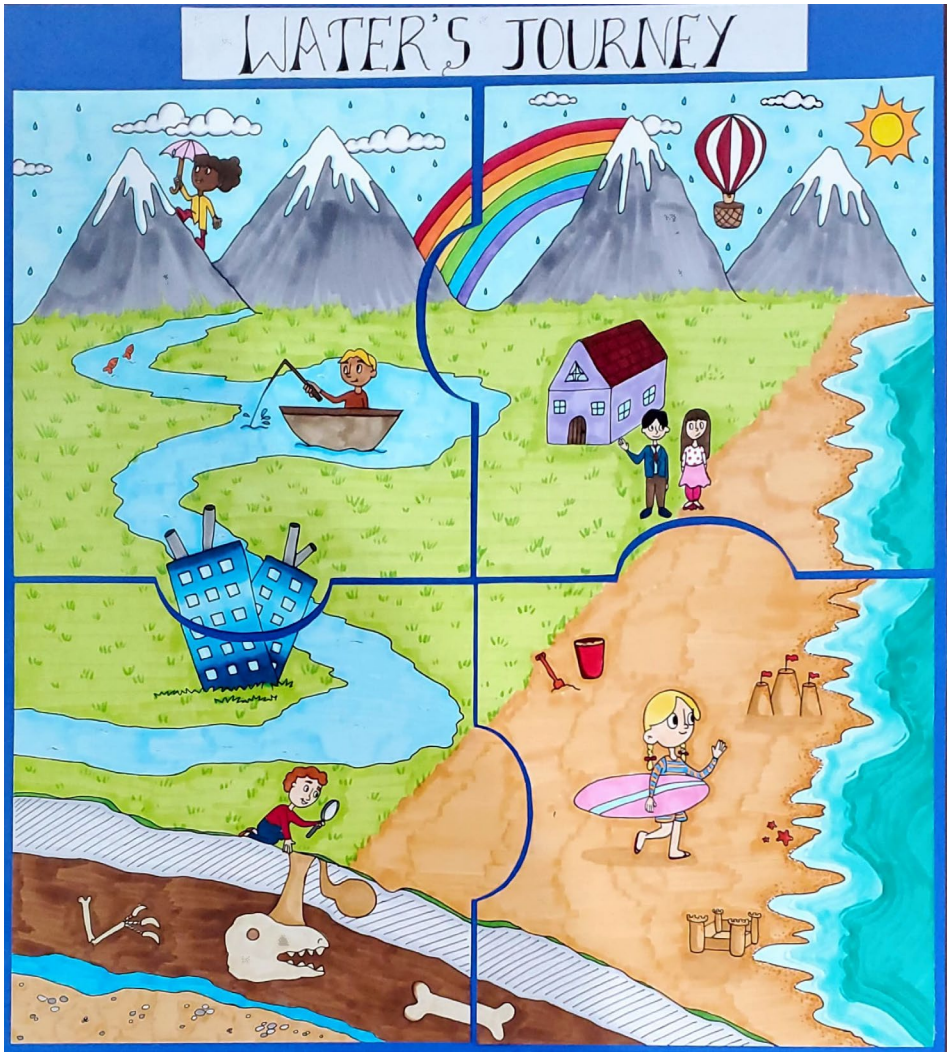
Honorable Mention: Jude Mitsumata
Lawrence Elementary School, 2nd Grade



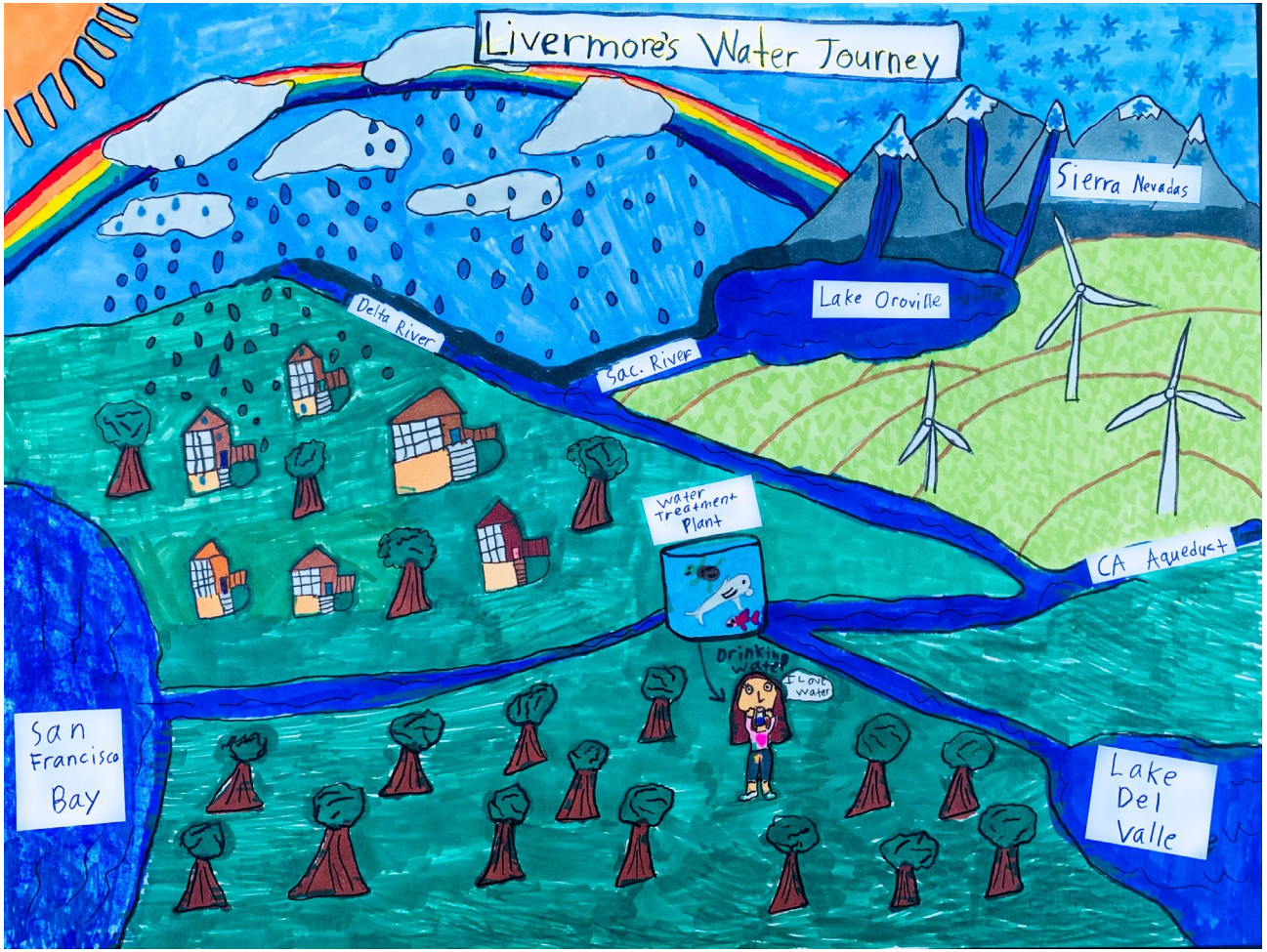
Honorable Mention: Akshara Vishwak
Lawrence Elementary School, Kindergarten



3rd Place: Annapoorani Amarnath
Mendenhall Middle School, 7th Grade



2nd Place: Abagail Dow Homeschool, 4th Grade



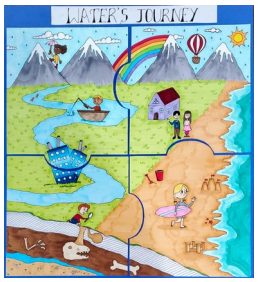
1st Place: Ananya Garg
Mendenhall Middle School, 7th Grade



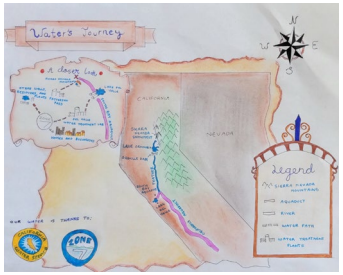
Congratulations to all our 2022 Livermore Water Conservation Art Contest Winners



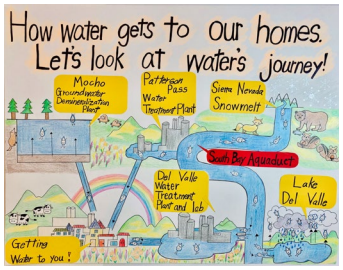


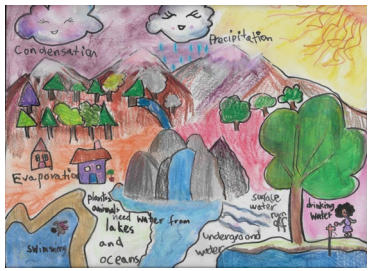
















LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 3.3**

DATE: April 25, 2022

TO: Honorable Mayor and City Council

FROM: Anwan Baker, Library Director

SUBJECT: Livermore Area Youth Advisory Commission annual update presented by Commission Chair Evelyn Arroyo

RECOMMENDED ACTION

Staff recommends City Council accept the Livermore Area Youth Advisory Commission annual update.

SUMMARY

DISCUSSION

ATTACHMENTS

Prepared by: Nathan Brunley
Assistant Library Services Director

Approved by:

Marc Roberts
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 3.4**

DATE: April 25, 2022

TO: Honorable Mayor and City Council

FROM: Marc Roberts, City Manager

SUBJECT: Proclamation declaring May as Affordable Housing Month presented to East Bay Housing Organizations.

RECOMMENDED ACTION

Staff recommends the City Council declare May as Affordable Housing Month.

SUMMARY

DISCUSSION

ATTACHMENTS

1. Proclamation

Prepared by: Stephanie Egidio
Management Analyst

Approved by:

Marc Roberts
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

Proclamation

of the

City of Livermore

Declaring

Affordable Housing Month

May 2022

***WHEREAS**, quality affordable homes are vital to healthy, safe, and racially just communities, and stable affordable homes are the solution to homelessness; and*

***WHEREAS**, even before the coronavirus pandemic, rising housing costs led longtime residents to be displaced, live in overcrowded homes, or experience homelessness, threatening our region's racial diversity and economic opportunity; and*

***WHEREAS,** jurisdictions such as the City of Livermore have a responsibility to advance programs and policies to promote affordable development and affirmatively further fair housing for low-income communities and communities of color in their 6th Cycle Housing Element; and*

***WHEREAS**, regional housing organizations are continuing to recognize May as Bay Area Affordable Housing Month because regional action to expand affordability and stability are key parts of recovery from the pandemic, and ensure that everyone has a home; and*

***WHEREAS**, East Bay Housing Organizations has organized Affordable Housing Week for 26 years, acknowledging the need for and benefits of affordable homes;*

***NOW, THEREFORE**, the City Council of the City of Livermore recognizes May as Affordable Housing Month and supports affordable and stable housing at the local, regional, state, and federal levels.*

Bob Woerner

Mayor Bob Woerner

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

Gina Bonanno

Vice Mayor Gina Bonanno

Robert W. Carling

Council Member Robert W. Carling

B Kiick

Council Member Brittni Kiick

Council Member Patricia K. Munro

LIVERMORE
CALIFORNIA

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

DATE: April 25, 2022

TO: Honorable Mayor and City Council

FROM: Jeramy Young, Police Chief

SUBJECT: Adoption of an ordinance adding section 2.36.200 to the Livermore Municipal Code in compliance with the requirements of Assembly Bill 481 (an act to add sections 7070 through 7075 to the Government Code, relating to military equipment).

RECOMMENDED ACTION

Staff recommends City Council **adopt an ordinance** adding section 2.36.200 to the Livermore Municipal Code in compliance with the requirements of Assembly Bill 481 (an act to add sections 7070 through 7075 to the Government Code, relating to military equipment).

SUMMARY

DISCUSSION

ATTACHMENTS

1. Ordinance

Prepared by: Jason Bogerg
Police Captain

Approved by:

Marc Roberts
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN ORDINANCE ADDING SECTION 2.36.200 *MILITARY EQUIPMENT POLICY* TO THE LIVERMORE MUNICIPAL CODE IN COMPLIANCE WITH ASSEMBLY BILL 481

On September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 (creating Government Code section 7070, et seq.), relating to the use of military equipment by California law enforcement agencies.

AB 481 seeks to provide transparency, oversight, and an opportunity for meaningful public input on decisions regarding whether and how military equipment is funded, acquired, or used by local police departments.

The Livermore Police Department is in possession of certain items of equipment that qualify as "military equipment" under AB 481.

AB 481 requires that a law enforcement agency possessing and using such qualifying equipment must prepare a publicly released, written, Military Equipment Policy covering the inventory, description, purpose, use, acquisition, maintenance, fiscal impacts, procedures, training, oversight, and complaint process, applicable to the Department's use of such equipment.

The Military Equipment Policy and supporting information must be approved by the governing body by ordinance, and reviewed annually; and

The City Council of the City of Livermore, having received the information required under AB 481 regarding the Livermore Police Department's use of military equipment as defined in said law, deems it to be in the best interest of the City to approve the Military Equipment Policy as set forth herein.

NOW, THEREFORE, BE IT FURTHER ORDAINED BY THE CITY OF LIVERMORE AS FOLLOWS:

Section 1. *Addition to the Code.* That a new Section 2.36.200 is added to Chapter 2.36 *Police Department and Police Reserve* of Title 2 *Administration and Personnel* in the Livermore Municipal Code to read as follows:

2.36.200 Military Equipment Policy.

(a) The City Council has made the following determinations:

(1) The military equipment inventoried and presented to the City Council is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety;

(2) The proposed military equipment policy ("Policy") will safeguard the public's welfare, safety, civil rights, and civil liberties;

(3) The equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety (if any);

(4) Prior military equipment use complied with the applicable equipment use policy (which included equipment now defined as military equipment) that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

(b) The Police Department has submitted a proposed Policy to the City Council and has made those documents available on the Police Department's website for at least 30 days prior to the public hearing concerning the military equipment at issue.

(c) The Policy was considered by the City Council as an agenda item in an open session of a regular meeting, noticed in accordance with the Ralph M. Brown Act, at which public comment was permitted.

(d) The Policy shall be made publicly available on the Police Department's website for as long as the military equipment is available for use.

(e) The Police Department shall submit an annual military equipment report to the City Council, containing the information required in Government Code section 7072, and the City Council shall determine whether each type of military equipment identified in that report has complied with the standards for approval set forth in (a)(1)-(4) above.

(f) The City Council shall review this ordinance, and vote on whether to renew it, on an annual basis at a regular meeting, in accordance with Government Code section 7071(e)(2).

(g) The City Council approves the Policy and its use and finds that it satisfies the requirements of Government Code Section 7070(d).

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

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

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

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

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore held on April 11, 2022, by the following vote:

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

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

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

_____
MAYOR, CITY OF LIVERMORE

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Kelly J. Trujillo
Kelly J. Trujillo
Assistant City Attorney

Attachments to April 11, 2022, staff report incorporated by reference:
1. Lexipol Policy 709 “Military Equipment”
2. Inventory of Military Equipment as of January 1, 2022

LIVERMORE
CALIFORNIA

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

DATE: April 25, 2022

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Adoption of an ordinance amending Title 5 and adding Chapter 5.60 Outdoor Dining Permit to the Livermore Municipal Code.

RECOMMENDED ACTION

The Planning Commission and staff recommend the City Council **adopt an ordinance** adding section 5.60 to the Livermore Municipal Code. The purpose of the Ordinance is to codify an Outdoor Dining Permit and facilitate enforcement through administrative due process.

SUMMARY

DISCUSSION

ATTACHMENTS

1. Ordinance
2. Exhibit A - Planning Commission Resolution No. 08-22
3. Exhibit B - Outdoor Dining Ordinance

Prepared by: Kam Purewal
Assistant Planner

Approved by:

Marc Roberts
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN ORDINANCE ADDING LIVERMORE MUNICIPAL CODE TITLE 5 BUSINESS REGULATIONS CHAPTER 5.60 OUTDOOR DINING PERMIT

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

Section 1. *Findings*. Municipal Code Amendment (MUNI) 22-001 establishes rules, regulations, and enforcement standards for Outdoor Dining Permits for businesses that seek to provide outdoor dining in the public right-of-way in accordance with the Downtown Specific Plan.

Section 2. *Recommendation*. The Planning Commission held a duly noticed public hearing on April 5, 2022, to consider the proposed ordinance and recommended that the City Council approve the proposed ordinance in Planning Commission Resolution No. 08-22, attached hereto as Exhibit A.

Section 3. *Public Hearing*. Prior to taking action on the ordinance, 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 Ordinance and took testimony, and received into the record all pertinent documents related to the ("collectively, the "Record Evidence"). The City Council's determination is based on the Record Evidence, which is incorporated into this ordinance by reference.

Section 4. *Environmental*. The environmental impacts of the ordinance are within the scope of the 2003 General Plan and Downtown Specific Plan Environmental Impact Report (State Clearing House No. 2003032038) and the 2009 Final Subsequent Environmental Impact Report (State Clearing House No. 2008092085) in accordance with the California Environmental Quality Act ("CEQA").] The ordinance is also exempt from CEQA pursuant to CEQA Guidelines Section 15301, Class 1, Existing Facilities, Section 15304, Class 4, Minor Alterations to Land, and Section 15061(b)(3) Common Sense Exemption.

Section 5. *Adoption.* The City Council of the City of Livermore has considered the findings made in Planning Commission Resolution No. 08-22, 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, Chapter 5.60 Outdoor Dining Permit to Title 5 Business Regulations of the Livermore Municipal Code is hereby added as set forth in Exhibit B.

Section 6. *Consistency.* The ordinance is consistent with the Livermore General Plan, the Downtown Specific Plan, and the Livermore Municipal Code.

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 30 days from and after its adoption.

Section 8. *Filing.* The Planning Manager is directed to file a Notice of Determination and Notice of Exemption with the Alameda County Clerk.

Section 9. *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 10. *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 April 11, 2022, by the following vote:

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

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

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

_____
Mayor, City of Livermore

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Kimberly D. Cilley
Kimberly D. Cilley
Senior Assistant City Attorney

Exhibit A - Planning Commission Resolution No. 08-22
Exhibit B - Outdoor Dining Permit Ordinance

IN THE PLANNING COMMISSION
OF THE CITY OF LIVERMORE
STATE OF CALIFORNIA

A RESOLUTION RECOMMENDING APPROVAL

Municipal Code Amendment (MUNI) 22-001

Outdoor Dining Permit Ordinance

The City initiated an application for Municipal Code Amendment 22-001 to add Chapter 5.60, Outdoor Dining Permit, to the Livermore Municipal Code. The Ordinance establishes rules, regulations, and enforcement standards for an Outdoor Dining Permit for establishments that seek to provide outdoor dining in the public right-of-way.

A Public Hearing Notice was duly mailed to neighboring property owners and published in a newspaper of local circulation.

The Planning Commission held a public hearing on April 5, 2022, considered the staff recommendation for approval, and heard public testimony.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Livermore finds that:

1. Consistency with the General Plan and Specific Plan

   The proposed projects are consistent with the General Plan and the Downtown Specific Plan. The General Plan Land Use Designation for the Downtown Core is Downtown Area. The Downtown Area designation is a general designation that applies to the area traditionally known as Downtown Livermore. This designation seeks to provide a unique, locally oriented, pedestrian-friendly shopping environment. Higher-intensity residential development of a density that will support the predominantly commercial environment is integral to the economic viability of this district.

   The purpose of the Downtown Core is to revitalize the City's historic core area as the center of the City of Livermore. The primary intent of this Plan Area is to promote the continued development and revitalization of the City's pedestrian-oriented Downtown district that serves as the center of the Livermore Community, its most unique shopping district, and as a neighborhood hub for the residences within and surrounding it.

   The proposed ordinance is intended to assist with the permitting and enforcement associated with outdoor dining and will not be detrimental to the public interest, health safety, convenience, or welfare of the City. Consistent with the purpose of the Downtown Core, expanding the outdoor dining opportunities will increase activity that will continue contributing to revitalization.

BE IT FURTHER RESOLVED by the Planning Commission of the City of Livermore that, based on staff recommendation, public testimony and the above findings, Municipal Code Amendment 22-001, attached hereto as Exhibit A, is recommended to the City Council for approval.

On the motion by Commissioner Branning, seconded by Commissioner Stein, the foregoing Resolution was adopted at the Planning Commission meeting of April 5, 2022, by the following vote:

AYES: BRANNING, DUNBAR, LEARY, STEIN.
NOES: NONE.
ABSENT: ANDERSON.

Exhibit A – Chapter 5.60 - Outdoor Dining Permit Ordinance

Steven Dunbar, Chairperson

by Steve Stewart, Planning Manager
Secretary to the Planning Commission

EXHIBIT B

CHAPTER 5.60

OUTDOOR DINING PERMIT

Sections:

5.60.010 Purpose
5.60.020 Applicability
5.60.030 Administration by Director
5.60.040 Permit Required
5.60.050 Nature of the Permit
5.60.060 Application
5.60.070 Grounds for Approval
5.60.080 Permit Requirements
5.60.090 General Permit Conditions
5.60.100 Alcohol Related Conditions
5.60.110 Special Permit Conditions
5.60.120 Subsequent Conditions
5.60.130 Change in Permit Information
5.60.140 Permit Modification, Suspension, Revocation
5.60.150 Interruption of Use
5.60.160 Notice
5.60.170 Appeals
5.60.180 Enforcement
5.60.190 Administrative Fines

5.60.010 Purpose.

A. The purpose of this chapter is to establish uniform regulations for allowing outdoor dining within the Downtown Core and the public right-of-way. The City's intent in adopting this chapter is to establish reasonable restrictions on the ability for restaurants to engage in the use of the public rights-of-way to promote the public welfare while still protecting public health and safety.

B. The regulations set forth in this chapter must be used in conjunction with the regulations set forth in the Downtown Specific Plan and the Outdoor Dining Administrative Guidelines for all outdoor dining activities. Nothing in this chapter is intended to supersede the Downtown Specific Plan. The Downtown Specific Plan prevails over any conflicting part of this chapter.

5.60.020 Applicability.

This chapter applies to dining establishments in the downtown core seeking to provide outdoor dining in the public right of way.

5.60.030 Administration by Director.

The Community Development Director ("Director") or his or her designee will receive applications, issue and revoke permits, and implement this chapter according to the procedures set forth herein.

5.60.040 Permit required.

A. No person shall allow, cause, or engage in outdoor dining in the public right of way without a valid Outdoor Dining Permit issued pursuant to this chapter.

B. Possessing a valid Outdoor Dining Permit does not excuse any failure to otherwise comply with this code or other applicable law.

5.60.050 Nature of the Permit.

Outdoor Dining Permits issued pursuant to this chapter are subject to the following limitations:

A. Permits are personal to the applicant, and to the premises upon which outdoor dining is conducted. No other individual may conduct outdoor dining under the authority of a permit issued to another. For purposes of this chapter, a permit is not deemed transferred or assigned if the permittee is a corporation or partnership which remains under the control of the same individual or individuals who controlled it at the time the permit was approved.

B. Permits shall not be transferred or assigned.

C. No property rights are conferred to the applicant/permittee.

D. There is no right of renewal; and

E. Permits are specific to the location identified on the permit application. A new permit shall be required if the permitted outdoor dining use is relocated, or a major alteration is made to the outdoor dining use identified on the permit.

5.60.060 Application.

Any individual seeking to provide outdoor dining in the public right of way shall submit the following:

A. A completed general planning application form with the property and

business owner signatures.

B. Appropriate application fees and deposits.

C. A dimensional site plan that demonstrates:

1. The underlying right-of-way (and parking spaces if requesting to use the flexible zone) and the location of adjacent City Street trees and furnishings, including but not limited to planters, light poles, trellis structures, benches, trash containers, kiosks, etc.

2. An outline of the area proposed for outdoor dining use and the location of any existing and adjacent outdoor dining uses.

3. The proposed layout of all use furnishings including but not limited to tables, chairs, umbrellas, heaters, planters, fencing, signage, etc.

4. The proposed electrical connections to serve the use of electrical service is requested. (Electrical service is permitted for lighting only).

5. The proposed circulation to and from the outdoor dining use and the associated business, general pedestrian circulation, and building ingress/ egress.

D. A diagram showing the proposed location of the outdoor dining use with all seating and signage.

E. If an outdoor dining use is requesting to expand in front of an adjacent business, the applicant shall provide a letter of agreement signed by the underlying adjacent property owner, if reasonably practicable, and the adjacent business owner. The applicant must demonstrate that the proposed use will not block the display windows or signage of the adjacent business.

F. Specifications for the design, colors, and materials of all proposed furnishings including but not limited to tables, chairs, umbrellas, heaters, planters, fencing, trash receptacles, etc., demonstrating that all furnishings are of commercial grade and designed for outdoor use.

G. Specifications for all proposed signage.

H. A lighting plan, including under umbrella, table lighting, and any other lighting proposed, including fixture and lamp type and locations.

I. An operational schedule including hours, days, and months (Outdoor

dining uses within the sidewalk area shall be required to operate for a minimum of 4 hours per day, and outdoor dining uses within the flexible zone shall be required to operate for a minimum of 8 hours per day, 6 days a week as weather permits).

J. A signed copy of the Outdoor Dining Maintenance and Removal Agreement.

K. A copy of the applicant's City of Livermore business license.

5.60.070 Ground for Approval.

The Director shall only approve or conditionally approve an application for an Outdoor Dining Permit if the following findings can be made:

A. That the design, location, and layout of the proposed outdoor dining use are consistent with the requirements for use, development, design and permitting contained within Downtown Specific Plan Chapters 5, 6 and 10, the Outdoor Dining Administrative Guidelines, and all other applicable laws and regulations.

B. That the proposed outdoor dining use will promote the continued development and revitalization of the City's pedestrian-oriented Downtown by assisting in the creation of a lively and inviting streetscape.

C. That the outdoor dining use will not pose a danger to the public health, safety, or welfare, and/or any violations of these standards or the conditions of a previous permit have been abated or corrected prior to the issuance of a subsequent permit.

5.60.080 Permit Requirements.

Outdoor dining uses shall be subject to all of the following:

A. Outdoor dining uses shall comply with Chapters 5, 6, and 10 of the Downtown Specific Plan, the Outdoor Dining Administrative Guidelines, and this chapter.

B. During the year for which the permit is issued, flexible zone use is limited to a period of eight months, beginning in March, and ending in October.

C. Each year, the applicant shall submit a complete application for an Outdoor Dining Permit as defined above, including application, service and maintenance charges and deposits. The Director shall approve or deny the permit request and provide written notification of the action taken to the applicant.

D. Outdoor dining uses shall provide for adequate pedestrian circulation. Outdoor dining uses in the public right of way shall maintain a minimum of five feet of clearance between dining furnishings and any curb line or street furniture.

E. Outdoor dining uses shall comply with the Americans with Disabilities Act (ADA).

F. The City may charge a rental fee for use of public property.

5.60.090 General Permit Conditions.

A. Term. Unless suspended or revoked, permits issued pursuant to this chapter shall be valid from March to October. Should a permit expire, the permittee shall comply with this chapter to obtain a new permit.

B. Insurance. Permittees shall obtain liability insurance in the form and amount set by the City's Risk Manager.

C. Agreement. The permittee shall enter into an Outdoor Dining Maintenance and Removal Agreement with the City, in a form approved by the City Attorney.

D. Responsible person. Responsible person is defined as the permittee, owner, manager or other person exercising control over the operation of an outdoor dining use, whether or not that person is a named permittee. A responsible person shall be present during all hours that the outdoor dining use is being operated.

E. Access. Responsible persons shall allow authorized law enforcement officers to enter onto establishments to ensure compliance with this chapter during business hours.

5.60.100 Alcohol Related Conditions.

Outdoor dining uses that serve alcoholic beverages shall comply with the following:

A. The applicant for an outdoor dining use shall obtain and maintain all licenses required by the Alcohol Beverage Control Act (Business & Professions Code §§ 23300, *et seq*.).

B. If complaints are received regarding excessive noise, lighting, building access, or other disturbances associated with alcohol service at the

restaurant, the Director may, in his or her discretion, take action to review the outdoor dining permit including, without limitation, adding conditions or suspending or revoking the permit.

5.60.110 Special Permit Conditions.

A. Grounds for Special Permit Conditions. The Director may condition a permit with reasonable requirements to protect public health, safety, and welfare. These conditions may include, without limitation, the following:

1. Accommodating pedestrian and vehicular traffic

2. Obtaining any and all business licenses required by this code for the sale of food, beverages, or other goods or services

B. An applicant for a permit may request, and the Director may approve, extended operating hours that will be applicable to the permitted establishment. The extended operating hours approved by the Director, and any conditions relating thereto, must be specifically stated in the permit.

5.60.120 Subsequent Conditions.

The Director may condition previously issued permits upon learning or discovering facts not previously disclosed.

5.60.130 Change in Permit Information.

A. Whenever any change occurs in the information contained in the permit, the permittee shall give the Director written notice of the change within 30 days of the date that the change becomes effective.

B. If a permittee fails to give the Director timely written notice of a change in the information contained in the application, the Director may charge the permittee an additional administrative fee.

5.60.140 Permit Modification, Suspension, Revocation.

The Director may modify, suspend, or revoke a permit if any of the following apply:

A. Upon learning or discovering facts requiring permit denial not previously disclosed by the applicant.

B. When the permittee violates the permit’s terms and conditions, or when permittee violates applicable laws or regulations; provided, however, that

the Director will not revoke a permit without warning the permittee and allowing him/her to correct the violation(s) within 15 days from the date of the notice of the violation.

C. Three violations of any provisions of this chapter, the Downtown Specific Plan, or the Outdoor Dining Administrative Guidelines, or any combination thereof, within one calendar year.

5.60.150 Interruption of Use.

A. The Director or his or her designee may order immediate suspension of a permit whenever there is an emergency that requires such action to protect public safety.

B. An outdoor dining permit is an interruptible privilege. The City may interrupt the operation of an outdoor dining use at any time due to anticipated or actual conflicts. Such conflicts may arise from, but are not limited to, scheduled festivals and similar events, parades or marches, repairs to the public right of way, or demonstrations or emergencies occurring in the area. Outdoor dining uses shall be permitted to continue during special events unless the City of Livermore specifically requests that the use temporarily discontinue for the duration of the event. Such request may include the removal of all use furnishings.

5.60.160 Notice.

Where the provisions of this chapter require that an applicant/permittee be served with notice, such notice may be provided by one of the following methods: personally delivered to the applicant or permittee, mailed via first class U.S. mail to the applicant/permittee's last known address, or emailed to the applicant/permittee's email address indicated on his or her application.

5.60.170 Appeals.

An applicant or permittee may appeal any Director decision made pursuant to this chapter in accordance with the provisions set forth in Chapter 1.22 of the LMC.

5.60.180 Enforcement.

A violation of this chapter constitutes an infraction. Any violation of this chapter may also be abated as a public nuisance. The remedies

provided by this chapter are cumulative and in addition to any other criminal or civil remedies available under the law.

5.60.190 Administrative Fines.

A. In addition to any other enforcement remedy, administrative citations may be issued to any Responsible person for violations of this chapter.

B. An administrative citation issued for a violation of this chapter may be appealed in accordance with Chapter 1.20 LMC.

LIVERMORE
CALIFORNIA

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

DATE: April 25, 2022

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution authorizing amendments to contracts C9801130 and C9802006 with the State Department of Parks and Recreation for grant funds allocated to the Arroyo Road Trail (T-13, Segment B), Project No. 2019-55.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution:

1. Approving the Amendments to Contract No. C9801130 and C9802006 with the State of California under the Per Capita Grant Program in the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018; and
2. Authorizing the City Manager or designee to sign all grant documents for the Per Capita Grant Funds.

SUMMARY

The Arroyo Road Trail project (Project) is a priority for both the City of Livermore (City) and Livermore Area Recreation and Parks District (LARPD). The City and LARPD have agreed to utilize their Per Capita Grant allocation toward the Project. The City has taken the lead on the Project and LARPD will be passing through their Per Capita Grant allocation to the City for the implementation of the Project. The City will be the sole administrator of the grant including an allocation of $185,683 in grant funds received by the City and an allocation of $229,892 received by LARPD.

DISCUSSION

The Arroyo Road Trail project, identified as Segment B of Trail No. 13 in the City's Bicycle, Pedestrian, and Trails Active Transportation Plan (Project), is a priority for both the City and LARPD. The Project is included in the City's 1997 South Livermore Valley Specific Plan and 2018 Bicycle, Pedestrian, and Trails Active Transportation Plan. The Project is also listed in the 2007 Livermore Area Recreation and Park District Master Plan. The Project will close the gap between the existing trail at Wetmore Road and the Arroyo Del Valle Regional Trail at the easterly entrance of Sycamore Grove Park. The trail segments are located in unincorporated Alameda County and are separated by Dry Creek stream. The northerly trail segment will begin at the Olivina Gate and extend south for approximately 0.6 miles to Dry Creek

stream inside private property owned by the Wente Brothers. The southerly trail segment (owned by LARPD) begins at Dry Creek stream and will continue to run south for approximately 0.8 miles and will pave an existing unpaved trail inside Sycamore Grove Regional Park and connect to the existing Arroyo Del Valle Regional Trail.

The Per Capita Program originates from Proposition 68, placed on the ballot via Senate Bill 5 (DeLeon, Chapter 852, statutes of 2017), and approved by voters on June 5, 2018. Funding is from the General Per Capita Program and the Urban County Per Capita Program. Both are non-competitive grant programs, and the grant recipients are encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies and provide access to the outdoors. On November 18, 2021, the City Council authorized staff to prepare and submit a Per Capita Grant Fund application for both grant programs for the City and authorize the City Manager to sign all documents for Per Capita Grant Funds.

The City submitted, and was awarded, the City's Per Capita Program grant allocation of $185,683 ($177,952 from the General Per Capita Program and $7,731 from the Urban County Per Capita Program) for the Project. On December 8, 2021, LARPD's Board approved the transfer of both of LARPD's Per Capita Program allocations totaling $229,892 ($177,952 from the General Per Capita Program and $51,940 from the Urban County Per Capita Program) to the City for the Project. The City will administer both the City's allocation and LARPD's allocation.

If Council authorizes the recommended contract amendments, the total awarded grant amount will be $415,575.

	General Per Capita Program (C9801130)	Urban County Per Capita Program (C9802006)	Total
City Allocation (current contracts)	$177,952	$ 7,731	$185,683
LARPD Allocation	$177,952	$51,940	$229,892
Total Allocation (amended contracts)	$355,904	$59,671	$415,575

ENVIRONMENTAL DETERMINATION

Authorization for the City Manager to sign the proposed amendments to Contract No. C9801130 and C9802006 with the State of California under the Per Capita Grant Program under the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 for future trail improvements is not a project under CEQA pursuant to the Public Resources Code, Division 13, Chapter 2.5, section 21065.

City Council authorization related to acceptance of grants at this stage of the project 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.

FISCAL AND ADMINISTRATIVE IMPACTS

The grant requires a 20% match, and the City will be providing the match funds for both the City's Per Capita grant and LARPD's pass through grant fund allocated to the City for the project. Eligible match

sources are: Federal funds, Local funds, Private funds, In-House Employee Services, and Volunteer Labor. More than adequate match funds are already included in the project budget.

The Arroyo Road Trail (T-13, Segment B), Project No. 2019-55 is included in the FY 2021-23 Capital Improvement Plan. The total project budget is $1,995,000. The existing Capital Improvement Program (CIP) budget for FY 2021-23 is $1,565,000, funded by Park Fee-AB 1600 (Fund 337), Measure B-Local Street and Roads (Fund 678), State Grant (Fund 607), and Local & Other Grants (Fund 624). Project construction will extend beyond the end of the FY 2021-23 CIP. An appropriation of $410,000 will be needed to complete the project which will be requested with the adoption of FY 2023-25 Capital Improvement Plan.

ATTACHMENTS

1. Resolution

Prepared by: Julie Chiu
Associate Civil Engineer

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVERMORE AUTHORIZING THE CITY OF LIVERMORE TO ENTER INTO AMENDMENTS FOR CONTRACT NO. C9801130 AND C9802006 WITH THE STATE OF CALIFORNIA FOR THE PER CAPITA GRANT PROGRAM UNDER THE CALIFORNIA DROUGHT, WATER, PARKS, CLIMATE COASTAL PROTECTION, AND OUTDOOR ACCESS FOR ALL ACTS OF 2018.

(Arroyo Rd. Trail (T-13, Segment B), Project No. 2019-55)

The City of Livermore will enter into Amended Contracts with the State of California to increase the City of Livermore Per Capita Grant Fund allocation from $185,683 to $415,575 to reflect the pass through of $229,892 from Livermore Area Recreation and Park District.

Before the State of California generates the Amended Contracts, a Resolution must first be adopted by the City Council approving the Amendments to the Contracts as required by the Per Capita Grant Program.

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

1. Approves the Amendments to Contract No. C9801130 and C9802006 with the State of California under the Per Capita Grant Program under the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Acts of 2018;
2. Authorizes the City Manager to execute the Amendments on behalf of the City of Livermore; and
3. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on April 25, 2022, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti

_____
Tara Mazzanti
Assistant City Attorney

RESOLUTION NO. _____

LIVERMORE
CALIFORNIA

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

DATE: April 25, 2022

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution approving and appropriating the allocation of Community Development Block Grant, Home Investment Partnership Program, Social Opportunity Endowment, In-Lieu Housing, Human Services Facility Fee and General Funds in the total amount of $1,000,200 for FY 2022-23.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution appropriating $1,000,200 as listed below and authorize the City Manager to negotiate and execute all related documents, grant agreements, and modifications.

1. Community Development Block Grant Funds (Fund 613) in the amount of $432,000
2. HOME Investment Partnership Program Funds (Fund 671) in the amount of $139,500
3. Social Opportunity Endowment Funds (Fund 620) in the amount of $80,000
4. Human Service Facility Fee Funds (Fund 333) in the amount of $119,700
5. In-Lieu Housing Funds (Fund 611) in the amount of $209,000
6. General Funds (Fund 001) in the amount of $20,000

SUMMARY

Each year, the City of Livermore brings together multiple funding sources to support capital projects and public service programs benefiting low-income Livermore households that are consistent with the City's goals and priorities as outlined in the City's Five-Year Consolidated Plan (FYs 2020-24). These funding sources include Community Development Block Grant (CDBG) funds and HOME Investment Partnerships Program (HOME) funds from the U.S. Department of Housing and Urban Development (HUD). These Federal dollars are leveraged with City resources including the Social Opportunity Endowment Fund (SOE), Human Services Facility Fee, Affordable Housing In-Lieu Fee, and General Fund.

The City has traditionally allocated these Federal and local funds through the Housing and Human Services Grant Program to eligible public and nonprofit agencies that provide housing and services. For FY 2022-23, the City's Housing and Human Services Grant Program received 23 applications from 17

agencies requesting $1,131,956 in grant funding.

The Human Services Commission (Commission) and staff recommend the City Council approve the funding recommendations set forth in Exhibit A to the Resolution. Exhibit A includes the annual repayment due on the City's two Section 108 loans and the allocation of funding to 17 activities provided by 12 public and nonprofit agencies beginning July 1, 2022. If approved, these funds, leveraged with other local public and private funding sources, will serve over 10,000 low-income, senior, youth, homeless, and disabled Livermore residents.

The Commission recognizes that each agency submitting an application provides valuable and often critical services to families and individuals in need. This year, the City received numerous qualified applications for funding from agencies providing core safety net services in Livermore. However, the City does not have sufficient CDBG, HOME, and local funds available to meet the level of grants requested. This approval and appropriation are contingent on a subsequent related Council action at this meeting to approve the Annual Action plan for FY 2022-23.

DISCUSSION

Grant Allocation Process

On September 21, 2020, the Human Services Commission launched a community outreach process as required by the Citizen Participation Plan, to identify priority housing and human services needs in Livermore. This process involved digital community meetings conducted in English and Spanish, a forum with community-based organizations, and a multilingual survey with 145 respondents. The City partnered with the Livermore Housing Authority, Livermore Valley Joint Unified School District, and numerous service providers to ensure that low-income families, people experiencing homelessness, seniors, and non-English speakers could participate.

In addition to the above outreach in September 2021, and under the direction of the Human Services Commission, staff sent out an additional survey to our local nonprofit services providers. The responses to the survey were used to update the needs assessment.

On October 12, 2021, the Human Services Commission considered the community outreach findings and recommended a set of four funding priorities for the next Housing and Human Services Grant cycle. Those four priorities are Public Health, Housing, Homeless Services, and Social Safety Net Access and were approved by Council on November 22, 2021.

The Housing and Human Services Grant community outreach and workshop processes provided valuable information on current safety net service needs which align closely with the projects currently being funded by this grant program. The top social service needs that community members identified are mental health services, affordable housing, and homeless services. Other priority needs included assistance for people with disabilities, food security, and services for seniors. Another common theme throughout the outreach process was the need for more support accessing and navigating existing services, particularly for those with language and technology barriers.

The process to determine funding recommendations was similar to previous grant cycles. In early December 2021, as part of a regional coordinated effort to allocate funds to local agencies, staff from Livermore, Dublin and Pleasanton held a workshop for nonprofit and public agencies to discuss the grant application process. Application requests were due to the City on January 19, 2022, and submitted

electronically through an on-line grant application program.

The Human Services Commission evaluated and scored all grant applications submitted to the City by nonprofit and public agencies. The Commission and staff reviewed the applications against multiple criteria including need and benefit, program evaluation, budget, alternative funding sources, community support, and prior grant management and application completeness. First-time applicant agencies were required to make a presentation and all applicants responded to questions regarding their grant application at the February 8, 2022, Commission meeting. The Commission reviewed and approved the proposed funding recommendations to Council during their regular meeting on March 8, 2022.

Community Development Block Grant Funds $432,000:
Federal CDBG funds originate as an entitlement grant from the US Department of Housing and Urban Development (HUD). Program regulations require that CDBG entitlement fund programs address one of three national objectives: (1) assisting low-income persons, (2) eliminating slum and blighted property, or (3) meeting needs created by a national emergency. The City must annually report to HUD how each organization receiving CDBG funding meets at least one of the three national objectives as well as all other HUD and Office of Management and Budget program guidelines. HUD restricts the amount of CDBG funds a jurisdiction can allocate within a specific program area. The City may allocate up to 15 percent to public services that support operational costs and provide supportive services to low-income persons and 20 percent for administration of the program. The remaining funds are allocated for capital projects. For FY 2022-23, Livermore anticipates receiving an allocation of $432,000.

HOME Funds $139,500:
Similar to CDBG, the HOME Program also has restrictive program allocation guidelines. Projects funded with HOME dollars are limited to activities that either create or preserve housing opportunities. Eligible activities include acquisition, residential rehabilitation, residential new construction, homebuyer assistance, and tenant-based rental assistance (TBRA) that benefit low-income persons. HOME funds are allocated to the City through the Alameda County HOME Consortium. The City must allocate the funds by December 31, 2022, and has up to four years to expend funds on a project activity. For FY 2022-23, Livermore anticipates receiving an allocation of $139,500.

Social Opportunity Endowment Funds $80,000:
Social Opportunity Endowment (SOE) funds are generated from one-time local developer contributions. SOE funds are used to provide supplemental aid for continued diminishing State and Federal public service dollars to agencies providing public services to low-income residents. After FY 2022-23, the fund balance will be approximately $5,000 and this funding source will not be able to fund another grant cycle at the current amount of $80,000 per year unless new contributions are generated from a local developer. Staff will be assessing opportunities with new developers to increase funding.

Human Service Facility Fee Funds $119,700:
The Human Service Facility Fee is established for capital projects that support Human Service programs. Applicants for these funds must demonstrate a specified direct service to low-income clients.

Affordable Housing Funds $209,000:
City Affordable Housing In-Lieu funds originate from development fees and are used to finance a variety of programs and mechanisms for creating and sustaining affordable housing in Livermore.

General Funds $20,000:
A one-time allocation of City General Fund resources in the amount of $20,000 is requested to provide funding for Goodness Village. To address the expanded number of public service needs, staff is recommending the use of General Funds for a new non-profit organization providing shelter and services to unsheltered, Goodness Village, for FY 2022-23. This funding allows Goodness Village to stabilize their operations while the use of General Fund resources allows the Commission to retain funding for three additional safety net providers that would otherwise not have been funded for this grant cycle. The three providers that will be able to retain funding are Senior Support Program of the Tri-Valley, CALICO Center, and Livermore Joint Unified School District's Marylin Avenue Food Pantry.

FISCAL AND ADMINISTRATIVE IMPACTS

Administration of the Housing and Human Services Grant program includes completion of environmental review, monitoring of federal wage projects, disbursement of funds, contract and invoice management, submission of three annual, and one semi-annual, reports to HUD, and monitoring of each sub-recipient to ensure funds are expended according to the City contract, HUD, and Office of Management and Budget regulations.

To ensure compliance with the broad range of federal and local grant regulations, approximately 20% of CDBG funding, projected at $86,400, and approximately 5% of the HOME allocation, projected at $8,000, will be used to administer the grants.

Appropriation of the grant funds detailed above will come from the following sources as referenced in Exhibit A to the Resolution: CDBG funds $432,000 (Fund 613); HOME Investment Partnerships Program (HOME) funds $139,500 (Fund 671); Social Opportunity Endowment (SOE) funds $80,000 (Fund 620); Human Service Facility Fee funds $119,700 (Fund 333); In-Lieu Housing funds $209,000 (Fund 611); and General Fund $20,000 (Fund 001) in the total amount of $1,000,200.

The CDBG funding (Fund 613) in the amount of $432,000 and HOME funding (Fund 671) in the amount of $139,500 are estimates based on prior year allocation amounts received from HUD. The City has not received the final FY 2022-23 allocation amounts from HUD, and the final grant awards will be increased or decreased proportionally from the estimated amounts once the final allocation is received.

ATTACHMENTS

1. Resolution
2. Exhibit A - FY 2022-23 Grant Recommendations

Prepared by: Amy Walker
Management Analyst 1

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING AND APPROPRIATING THE ALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT, HOME INVESTMENT PARTNERSHIP PROGRAM, SOCIAL OPPORTUNITY ENDOWMENT, IN-LIEU HOUSING, HUMAN SERVICE FACILITY FEE, AND GENERAL FUNDS IN THE TOTAL AMOUNT OF $1,000,200 FOR FY 2022-23

Federal Community Development Block Grant ("CDBG") funds originate as an entitlement grant from the U.S. Department of Housing and Urban Development ("HUD"). Program regulations require that the CDBG entitlement fund programs address one of three national objectives: (1) assisting low-income persons, (2) eliminating slum and blighted property, or (3) meeting needs created by a national emergency. The City must annually report to HUD how each organization receiving CDBG funding meets at least one of the three national objectives as well as all other HUD and Office of Management and Budget program guidelines.

HOME Investment Partnership Program ("HOME") funds are allocated to the City through the Alameda County HOME Consortium. HOME dollars are limited to activities that either create or preserve housing opportunities. The City must allocate the funds by December 31, 2022 and has up to four years to expend funds on a project activity.

Each year, the City brings together multiple funding sources to support capital projects and public service programs benefiting low-income Livermore households that are consistent with the City's goals and priorities as outlined in the City's Five-Year Consolidated Plan. These funding sources include CDBG and HOME funds, which are leveraged with City sources including the General Fund, Social Opportunity Endowment, Housing In-Lieu, and Human Services Facility Fee funds.

The City has traditionally allocated these Federal and local funds to eligible public and nonprofit agencies that provide housing and services through the Housing and Human Services Grant Program. For FY 2022-23, the City's Housing and Human Services Grant Program received 23 applications from 17 agencies requesting $1,131,956.

Funding appropriations for the Grant Program will come from the following sources: CDBG funds $432,000 (Fund 613); HOME Investment Partnerships Program (HOME) funds $139,500 (Fund 671); Social Opportunity Endowment (SOE) funds $80,000 (Fund 620); Human Service Facility Fee funds $119,700 (Fund 333); In-Lieu Housing funds $209,000 (Fund 611); and General Fund $20,000 (Fund 001) in the total amount of $1,000,200.

The Human Services Commission and City staff recommended the City Council approve the funding recommendations as set forth in the attached Exhibit A for the annual repayment due on the City's three Section 108 loan guarantees, and for the allocation of funding to 17 activities provided by 12 public and nonprofit agencies for FY 2022-23,

beginning July 1, 2022. If approved, these funds, leveraged with other local public and private funding sources, will serve over 10,000 low-income, senior, youth, homeless, and disabled Livermore residents.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore authorizing the allocation and appropriation of $1,000,200 to repay three Section 108 loan guarantees and fund 17 grants to 12 agencies that provide services to over 10,000 low-income, senior, homeless, and disabled residents from the following sources as recommended in the attached Exhibit A:

a. Community Development Block Grant funds (Fund 613) in the amount of $432,000 funded by the U.S. Department of Housing and Urban Development, for programs, services, and administration;

b. HOME Investment Partnership Program funds (Fund 671) in the amount of $139,500 for administration and programs to provide tenant based rental assistance;

c. Social Opportunity Endowment funds (Fund 620) in the amount of $80,000 for programs and services;

d. Human Service Facility Fee funds (Fund 333) in the amount of $119,700 for construction and rehabilitation of facilities;

e. In-Lieu Housing funds (Fund 611) in the amount of $209,000 to provide fair housing services, housing services at the homeless and domestic violence shelters, homeless outreach services, and homeless housing services; and

f. General funds (Fund 001) in the amount of $20,000 for programs and services.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore authorizing the City Manager, or his designee, to sign all documents related to the issuance of grant funds with agencies receiving allocations of funds from the City of Livermore, Alameda County HOME Consortium, and the U.S. Department of Housing and Urban Development, as provided in the attached Exhibit A, and authorizing the City Manager to take the actions necessary 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 April 25, 2022, by the following vote:

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

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti

_____
Tara Mazzanti
Assistant City Attorney

Exhibit A – FY 2022-23 Grant Recommendations

Human Services Grant Recommendations Fiscal Year 2022-23

EXHIBIT A

Total Funding Recommendations by Funding Sources	Amount
Community Development Block Grant (CDBG)	$ 432,000
HOME Investment Partnership (HOME)	139,500
Social Opportunity Endowment (SOE)	80,000
Human Service Facilities Fee	119,700
Affordable Housing In-Lieu Funds	209,000
General Fund	20,000
TOTAL:	**$ 1,000,200**

Total Funding Recommendations by Category	Amount
Administration	$ 94,400
Capital- Section 108 Loans Obligations	119,870
Capital- Tennant Based Rental Assistance	212,130
Capital- Capital Projects	200,000
Public Services	164,800
Affordable Housing/Homeless	209,000
TOTAL:	**$ 1,000,200**

Human Services Grant Recommendations Fiscal Year 2022-23

EXHIBIT A

Agency Name Project/Program Title	CDBG/HOME Funding Provided FY 21-22	CDBG/HOME Funding Request FY 22-23
I. Administration		
Community Development Block Grant (CDBG)	$ 86,417	**$ 86,400**
HOME Investment Partnership (HOME)	8,009	**8,000**
Administration Totals:	**$ 94,426**	**$ 94,400**

Agency Name Project/Program Title	Program Description	Funding Provided FY 21-22	Funding Request FY 22-23	CDBG CAPITAL Funding Total Recommended FY 22-23
II. Capital - City of Livermore 108 Loan Obligations				
Axis Community Health Clinic	Funds used to pay principal and interest installments on loan used to rehabilitate Axis Community Health Clinic building.	$ 28,955	$ 28,425	**$ 28,425**
Hagemann Farm	Funds used to pay principal and interest installments on loan used to acquire Hagemann Farm.	94,090	91,445	**91,445**
	Capital - 108 Loan Obligations Totals:	**$ 123,045**	**$ 119,870**	**$ 119,870**

Agency Name Project/Program Title	Program Description	Funding Provided FY 21-22	Funding Request FY 22-23	Operating Costs CDBG Funding Recommended	Rental Subsidies HOME Funding Recommended	CDBG/HOME CAPITAL Funding Total Recommended FY 22-23
III. Capital - Tenant Based Rental Assistance (TBRA)				**A**	**B**	**A+B**
Tri-Valley Haven Tenant Based Rental Assistance (TBRA)	Provide assistance to clients of domestic violence with case management and rental subsidies needed for self-sufficiency.	$ 114,286	$ 108,045	$ 40,630	$ 57,500	**$ 98,130**
Abode Services Tenant Based Rental Assistance (TBRA)	Provide households with case management and rental subsidies to escape homelessness.	136,612	150,000	40,000	74,000	**114,000**
Capital Tenant Based Rental Assistance (TBRA) Totals:		**$ 250,898**	**$ 258,045**	**$ 80,630**	**$ 131,500**	**$ 212,130**

Human Services Grant Recommendations Fiscal Year 2022-23

EXHIBIT A

Agency Name Project/Program Title	Program Description	Funding Provided FY 21-22	Funding Request FY 22-23	Operating Costs CDBG Funding Recommended	Human Service Facilities Fee Funding Recommended	CDBG/Facilities Fee CAPITAL Funding Total Recommended FY 22-23
IV. Capital- Capital Projects				**A**	**B**	**A+B**
Axis Community Health New Service Site	Purchase and construct a new medical, dental, and behavioral health service site.	$ -	$ 200,000	$ 80,300	$ 119,700	**$ 200,000**
	Capital Projects Totals:	**$ -**	**$ 200,000**	**$ 80,300**	**$ 119,700**	**$ 200,000**

Agency Name Project/Program Title	Program Description	Funding Provided FY 21-22	Funding Request FY 22-23	CDBG Public Services Funding Recommended	Social Opportunity Endowment (SOE) Public Services Funding Recommended	CDBG/SOE Public Services Funding Total Recommended FY 22-23
V. Public Services				**A**	**B**	**A+B**
Spectrum Community Services Meals on Wheels in Livermore	Deliver nutritious meals and provide safety checks to homebound elderly Livermore residents.	$ 42,259	$ 74,000	$ 40,000	$ -	**$ 40,000**
Open Heart Kitchen Livermore Meals	Provide hot nutritious meals to senior and unsheltered in Livermore.	25,000	50,000	24,800	-	**24,800**
Community Resources for Independent Living (CRIL) Housing and Independent Living Skills	Provide disabled Livermore residents with independent living skills, self-advocacy, personal assistant services, benefits counseling, assistive technology, housing search assistance, transition services, and travel training.	13,188	15,000	-	10,000	**10,000**
Tri-Valley Haven Food Pantry	Provide food to low-income unsheltered, families and individuals.	26,111	45,000	-	20,000	**20,000**
Tri-Valley Haven Counseling Services	Provide individual counseling and therapeutic support groups to survivors of domestic violence, sexual assault, homelessness, and poverty, as well as families in crisis.	23,000	30,000	-	18,000	**18,000**

Agency Name Project/Program Title	Program Description	Funding Provided FY 21-22	Funding Request FY 22-23	CDBG Public Services Funding Recommended	Social Opportunity Endowment (SOE) Public Services Funding Recommended	CDBG/SOE Public Services Funding Total Recommended FY 22-23
V. Public Services				**A**	**B**	**A+B**
Legal Assistance for Seniors Legal and Supportive Services for Older Adults	Provide free legal services and health insurance counseling to seniors. Conduct community education presentations teaching seniors, provider services, and community members how to make informed choices and self-advocate.	5,788	10,000	-	6,000	**6,000**
Senior Support Program of the Tri-Valley Senior Support Case Management	Provide case management connecting seniors in need with health and human services, available resources, and assistance.	17,188	17,939	-	11,000	**11,000**
CALICO Center Livermore Child Abuse Intervention	Provide child abuse intervention services to Livermore children and their caretakers through forensic interviewing and family support services.	11,188	13,000	-	7,500	**7,500**
Livermore Valley Joint Unified School District (LVJUSD) Marylin Avenue Food Pantry	Provide food security to low income residents.	9,000	10,000	-	7,500	**7,500**
	Public Services Totals:	**$ 172,722**	**$ 264,939**	**$ 64,800**	**$ 80,000**	**$ 144,800**

Human Services Grant Recommendations Fiscal Year 2022-23

EXHIBIT A

Agency Name Project/Program Title	Program Description	Funding Provided FY 21-22	Funding Request FY 22-23	Total General Fund Public Service Recommended FY 22-23
VI. Other Public Services				
Goodness Village Goodness Village	Provide support staff for security, case management, and support groups for the resident's living at Goodness Village.	$ -	$ 95,680	**$ 20,000**
	Other Public Services Total:	**$ -**	**$ 95,680**	**$ 20,000**

Agency Name Project/Program Title	Program Description	Funding Provided FY 21-22	Funding Request FY 22-23	Affordable Housing/Homeless Funding Total Recommended FY 22-23
VII. Housing & Homeless Services				
CityServe of Tri-Valley Crisis Stabilization/Intervention	Provide outreach, intervention, and case management to stabilize unsheltered.	$ 125,556	$ 130,000	**$ 130,000**
Tri-Valley Haven Shiloh House Domestic Violence Services	Provide domestic violence services through a 30-bed emergency shelter in a confidential location, job readiness, life skills groups, a 24-hour crisis line, case management, and counseling.	24,000	24,000	**24,000**
Tri-Valley Haven Sojourner House Homeless Shelter	Provide homeless families and single women with shelter, support services, life skills classes, and case management to help them overcome barriers.	30,000	30,000	**30,000**
Abode Services Alameda County Impact (AC Impact)	Case management services for chronically homeless Livermore residents in permanent housing.	24,333	25,000	**25,000**
	Housing & Homeless Services Totals:	**$ 203,889**	**$ 209,000**	**$ 209,000**

LIVERMORE
CALIFORNIA

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

DATE: April 25, 2022

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution authorizing execution of an Affordable Housing Loan Agreement, Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants and related documents with Tri-Valley REACH, Inc. for repairs and updates to an affordable group home located at 4355 Colgate Avenue

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution:

1. Authorizing a loan to Tri-Valley REACH, Inc. in the amount of $91,768 in State Permanent Local Housing Allocation (PLHA) to assist with the rehabilitation of 4355 Colgate Avenue; and
2. Authorizing the City Manager to execute the Affordable Housing Loan Agreement attached as Exhibit A to the Resolution and the Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants attached as Exhibit B to the Resolution, between the City of Livermore and Tri-Valley REACH, Inc. for 4355 Colgate Avenue and all other related documents authorized and described in those agreements.

SUMMARY

On November 23, 2020, City Council authorized the submission of an application to the State of California Housing and Community Development Department's Permanent Local Housing Allocation (PLHA) Program and adopted a 5-year plan for use of its PLHA funds, which included shared housing rehabilitation and expansion projects.

In 2021, Tri-Valley REACH, Inc. (REACH) submitted a proposal to the City for a $91,768 rehabilitation loan to conduct repairs and updates of the Lily House group home, which is located at 4355 Colgate Avenue and provides supportive affordable housing to six extremely low-income tenants with intellectual and/or developmental disabilities. The loan would be repaid to the City over 55 years on a residual receipts basis where payments are made from revenues generated only after all operating and mortgage expenses are paid on the property. Staff recommends the City Council authorize a $91,768 rehabilitation loan to REACH for the 4355 Colgate property and authorize the City Manager to execute the Affordable Housing Loan Agreement, Affordable Housing Regulatory Agreement and Declaration of Restrictive

Covenants, and all related documents described in those agreements.

DISCUSSION

The City of Livermore has partnered with Tri-Valley REACH, Inc. (REACH) on multiple projects to expand affordable housing opportunities for very low-income people with developmental disabilities in Livermore. REACH currently manages five supported group homes for developmentally disabled people in Livermore and six similar homes in Pleasanton. Through REACH, residents are able to live independently, work, and volunteer in their communities. These projects help address the City's special needs housing goals in the Housing Element of the City's General Plan by expanding affordable housing and independent living opportunities for very low-income households with disabilities.

On November 23, 2020, City Council adopted a resolution authorizing the submission of an application to the State of California Housing and Community Development Department's Permanent Local Housing Allocation (PLHA) Program. PLHA funding is a non-competitive block grant program designed to provide direct assistance to communities to create plans to help support and increase the local housing stock. The City has adopted a 5-year plan for use of its PLHA funds and has allocated the first two years of funding for shared housing rehabilitation and expansion projects.

In December 2021, the City issued a Request for Proposals (RFP) from qualified owners and operators of residential shared housing sites with supportive services for extremely low-income tenants to undertake projects making major repairs and/or expanding capacity at their properties using awarded PLHA funds. REACH responded with a proposal to rehabilitate one of its existing group homes, Lily House, with interior and exterior updates, home improvements, and major exterior repairs. Lily House is located at 4355 Colgate Avenue and currently provides affordable supportive housing for six extremely low-income tenants with intellectual and/or developmental disabilities. Because REACH serves extremely low-income individuals who are only able to afford very low rents, the organization has limited funds available to self-finance a rehabilitation project. REACH is requesting the City's assistance with this project through a rehabilitation loan of $91,768.

If approved, REACH's new rehabilitation loan would be evidenced through the Affordable Housing Loan Agreement, and Promissory Note secured by a Deed of Trust. Under the proposed loan terms, the City is to be repaid over 55 years on a residual receipts basis where payments are made from revenues remaining only after all operating and mortgage expenses are paid on the property. The City provides this kind of gap financing to affordable housing providers like REACH in order to encourage the creation and rehabilitation of deeply affordable housing units to particularly vulnerable populations with extremely low incomes, such as people with developmental disabilities.

As a condition of receiving the City's loan funds, REACH will enter into an Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants (Regulatory Agreement) for the property. The Regulatory Agreement outlines repayment, affordable rent, tenant income, maximum occupancy, and property management requirements by which REACH must abide for the fifty-five (55) year loan term. As the property owner, REACH oversees the physical conditions of the house and has a rental agreement with an independent organization, Lily House, LLC, which operates the group home and is responsible for providing services and housing to Lily House's very low-income and special needs residents.

Staff recommends the City Council authorize a $91,768 rehabilitation loan to REACH for the 4355 Colgate property and authorize the City Manager to execute the Affordable Housing Loan Agreement,

Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants, and all related documents described in those agreements.

FISCAL AND ADMINISTRATIVE IMPACTS

State of California Permanent Local Housing Allocation funds (Fund 605) will provide funding for the $91,768 rehabilitation loan, which will be appropriated through the FY 2021-22 budget update. Interest will accrue on the City's loan at three percent (3%) simple interest annually for twenty (20) years, with annual payments required from residual receipts, which is the remaining cash available after the project's annual operating expenses and mortgage payments.

ATTACHMENTS

1. Resolution
2. Exhibit A - Affordable Housing Loan Agreement
3. Exhibit B - Affordable Housing Regulatory Agreement

Prepared by: Grace Streltzov
Management Analyst II

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF AN AFFORDABLE HOUSING LOAN AGREEMENT, AFFORDABLE HOUSING REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS AND RELATED DOCUMENTS BETWEEN THE CITY OF LIVERMORE AND TRI VALLEY REACH, INC. FOR REPAIRS AND UPDATES TO AN AFFORDABLE GROUP HOME LOCATED AT 4355 COLGATE AVENUE

The State of California Housing and Community Development Department is authorized to provide up to $195 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)).

The State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") dated February 26, 2020, under the Permanent Local Housing Allocation ("PLHA") Program.

On November 23, 2020, the Livermore City Council approved the submission of an application to the State PLHA Program as well as the PLHA Five Year Plan for funding allocation years 2019-2023.

The City operates a Supportive Shared Housing Rehabilitation and Expansion Program (the "Program") pursuant to which the City provides low-interest loans for the rehabilitation and expansion of residential projects that provide shared housing with supportive services for extremely low-income tenants. The Program is funded with funds provided through the State PLHA Program.

In response to a Request for Proposals issued by the City on December 9, 2021, Tri-Valley REACH, Inc. submitted a proposal to receive a $91,768 loan from the Program to rehabilitate the Lily House group home located at 4355 Colgate Avenue (the "Property").

The City and Tri Valley REACH, Inc. now wish to enter into the agreements attached to this Resolution to execute this funding request.

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

1. Approves of a Program loan to Tri-Valley REACH, Inc. in the amount of $91,768 to assist with the rehabilitation of the Property; and

2. Authorizes the City Manager, or his designee, to execute the Affordable Housing Loan Agreement attached hereto as Exhibit A, the Affordable Housing

Regulatory Agreement attached hereto as Exhibit B, between the City of Livermore and Tri Valley REACH, Inc.; and all other related documents authorized and described in those agreements upon approval as to form by the City Attorney.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on April 25, 2022, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Kelly J. Trujillo
Kelly J. Trujillo
Assistant City Attorney

Exhibit A – Affordable Housing Loan Agreement
Exhibit B – Affordable Housing Regulatory Agreement

AFFORDABLE HOUSING LOAN AGREEMENT

Supportive Shared Housing Rehabilitation and Expansion Program

THIS AFFORDABLE HOUSING LOAN AGREEMENT (this "**Agreement**") is entered into effective as of _____, 20__ ("**Effective Date**") by and between the City of Livermore, a municipal corporation (**"City"**) and Tri-Valley REACH, Inc., a California nonprofit public benefit corporation, ("**Borrower**"). The City and the Borrower are collectively referred to herein as the "**Parties**."

RECITALS

A. Borrower is the owner of that certain residential property located at 4355 Colgate Avenue, Livermore, California, commonly known as Alameda County Assessor's Parcel Number099-1084-047-00, as more particularly described in Exhibit A attached hereto, the "**Property**."

B. The City operates a Supportive Shared Housing Rehabilitation and Expansion Program (the **"Program")** pursuant to which the City provides low-interest loans for the rehabilitation and expansion of residential projects that provide shared housing with supportive services for extremely low-income tenants.

C. The Program is funded with funds provided through the State of California Permanent Local Housing Allocation (PLHA) Program.

D. In response to a Request for Proposals issued by the City on December 9th, 2021, Borrower submitted a proposal to receive a loan from the Program. The City has determined that Borrower's proposal meets the requirements of the Program, and upon satisfaction of the conditions precedent and subject to the terms and conditions set forth in this Agreement, City has agreed to provide a loan to Borrower to be used for the purposes set forth herein.

E. Concurrently with the closing of the Loan, among other documents, Borrower will execute: a secured promissory note to evidence Borrower's obligation to repay the Loan, a deed of trust that will provide City with a security interest in the Property, and an Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants that will restrict rents and occupancy of the Property to eligible extremely low-income tenants for a term of not less than fifty-five (55) years.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

ARTICLE I

DEFINITIONS; EXHIBITS; REPRESENTATIONS; EFFECTIVE DATE

1.1 Incorporation of Recitals. The Parties acknowledge the truth of the foregoing Recitals which by this reference are incorporated into this Agreement.

1.2 Definitions. The following terms shall have the meanings set forth below whenever used in this Agreement and the Exhibits attached hereto. Additional terms are defined in the Recitals and text of this Agreement.

"**Affordable Rent**" is defined in the Regulatory Agreement.

"**Applicable Laws**" is defined in Section 4.15.

"**Area Median Income**" is defined in the Regulatory Agreement.

"**Borrower**" means Tri-Valley REACH, Inc., a California nonprofit public benefit corporation

"**City**" means the City of Livermore, California, a municipal corporation.

"**City Council**" means the City Council of the City of Livermore, California.

"**City Documents**" means collectively, this Agreement, the Note, the Deed of Trust, and the Regulatory Agreement.

"**City's Authorized Representative**" means the City Manager of the City of Livermore, or his or her designee.

"**Claims**" liabilities, losses, costs, expenses (including without limitation attorneys' fees and costs of litigation), claims, demands, actions, suits, judicial or administrative proceedings, penalties, deficiencies, fines, orders, and damages, including without limitation, Claims arising from any injury, death, illness, property damage, or loss of property.

"**Closing Date**" or "**Close of Escrow**" shall be the date that escrow closes for the Loan, or if no escrow has been opened, shall be the date the Loan is originated and the date of the Note.

"**Conditions of Approval**" is defined in Section 4.4.

"**Construction Plans**" is defined in Section 4.6.

"**Deed of Trust**" is defined in Section 2.5.

"**Eligible Household**" is defined in the Regulatory Agreement.

"**Environmental Laws**" is defined in Section 6.6.2.

"Escrow Agent" is defined in Section 3.1.

"Financing Plan" is defined in Section 2.3.

"Force Majeure" is defined in Section 11.2.

"**Hazardous Material**" is defined in Section 6.6.1.

"Improvements" means all improvements located or to be located on the Property.

"**Indemnitees**" means the City and its elected and appointed officers, officials, employees, agents, consultants, and contractors.

"**Lender's Title Policy**" is defined in Section 3.4.

"Loan" is defined in Section 2.1.

"Loan Proceeds" is defined in Section 2.1.

"Note" is defined in Section 2.1.

"**Official Records**" means the Official Records of Alameda County.

"Project" means the Improvements as currently existing and as improved pursuant to completion of the Scope of Work.

"**Property**" is defined in Recital A and described in Exhibit A.

"**Regulatory Agreement**" is defined in Section 2.5.

"Scope of Work" is defined in Section 2.2 and described in Exhibit B.

"Title Company" is defined in Section 3.1.

"**Transfer**" is defined in Section 7.2.

1.3 Exhibits. The following Exhibits are attached hereto and incorporated into this Agreement by this reference:

A	Legal Description of the Property
B	Scope of Work
C	Form of Note
D	Form of Deed of Trust
E	Form of Regulatory Agreement
F	Financing Plan
G	Insurance Requirements

1.4 Borrower's Representations. Borrower represents and warrants to City as follows, and Borrower covenants that until the expiration or earlier termination of this Agreement, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 1.4 to be untrue, Borrower shall immediately give written notice of such fact or condition to City. Borrower acknowledges that City shall rely upon Borrower's representations made herein notwithstanding any investigation made by or on behalf of City. Borrower hereby represents, warrants, and covenants that the following are true and correct as of the Effective Date, and shall be true and correct as of the Closing Date.

(a) Organization. Borrower is a nonprofit public benefit corporation, duly organized and in good standing under the laws of the State of California and tax-exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

(b) Authority of Borrower. Borrower has full power and authority to execute, deliver, and perform all of Borrower's obligations under this Agreement and all other City Documents.

(c) Authority of Persons Executing Documents. This Agreement and all other City Documents, have been or will be executed and delivered, by persons who are duly authorized to execute and deliver the same for and on behalf of Borrower, and all actions required under Borrower's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and all other City Documents, have been duly taken as of the date of execution and delivery of such documents.

(d) Valid and Binding Agreements. This Agreement and all other City Documents will when executed and delivered, constitute, legal, valid and binding obligations of Borrower, enforceable in accordance with their respective terms, subject to laws affecting creditors' rights and principles of equity.

(e) No Breach of Law or Agreement. The execution, delivery, and performance of this Agreement and all other City Documents will not conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency binding on Borrower, any provision of Borrower's organizational documents, or any other agreement to which Borrower is a party.

(f) Pending Proceedings. Except as disclosed in writing to the City prior to execution of this Agreement, Borrower is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and, to the best of Borrower's knowledge, there are no claims, actions, suits or proceedings pending or, to the knowledge of Borrower, threatened against or affecting Borrower or the Property, at law or in equity, before or by any court, board, commission or agency. Borrower is not the subject of a bankruptcy or insolvency proceeding, and no general assignment or general arrangement for the benefit of creditors or the appointment of a trustee or receiver to take possession of all or substantially all of Borrower's assets has been made.

(g) Ownership of Property; Property Condition. Borrower is the owner of fee title to the Property. The Property is subject to only those liens, encumbrances, and exceptions described in the Title Report for the Property issued by Chicago Title Company and dated as of _____, 2022. To Borrower's knowledge there are no Hazardous Materials present in, on, or about the Property other than substances commonly used in connection with the maintenance and operation of residential buildings and appurtenant landscaping. Except as disclosed in writing to City prior to the execution of this Agreement, Borrower has not received any notice from any governmental authority of any threatened or pending violation of governmental regulations concerning the Property that have not previously been corrected.

1.5 Effective Date. The obligations of Borrower and City hereunder shall be effective as of the Effective Date which date is set forth in the preamble to this Agreement.

ARTICLE II

SCOPE OF WORK; FINANCING PLAN; LOAN TERMS

2.1 Loan. In order to assist in the expansion and improvement of supportive housing available to extremely low-income tenants, upon satisfaction of the conditions precedent set forth in Section 3.4, City agrees to provide to Borrower a loan in the amount of Ninety-One Thousand Seven Hundred and Sixty-Eight Dollars ($91,768) (the **"Loan"**), upon the terms and conditions and for the purposes set forth in this Agreement. Borrower's obligation to repay the Loan shall be evidenced by a secured promissory note executed by Borrower substantially in the form attached hereto as Exhibit C (the **"Note"**). Provided that Borrower has complied with all conditions precedent to disbursement of the Loan set forth in Section 3.4, the proceeds of the Loan (**"Loan Proceeds"**) shall be disbursed pursuant to approved draw requests as described in Section 3.4(n). The Parties agree that City shall disburse the Loan Proceeds only for the purpose of funding Project rehabilitation and construction costs consistent with the Scope of Work.

2.2 Scope of Work; Use of Loan Proceeds. Borrower will use the Loan Proceeds solely to undertake the improvements to the Property described in the attached Exhibit B (the **"Scope of Work")** as such may be modified pursuant to Section 4.8 below. Any additional sources of funds to be used for completion of the Scope of Work shall be described in the Financing Plan.

2.3 Financing Plan. Borrower shall submit for City review and approval Borrower's plan for financing the rehabilitation and operation of the Property (the **"Financing Plan"**). The Financing Plan shall indicate all sources of funds necessary to pay for completion of the Scope of Work, and shall be accompanied by evidence that all such funds are subject to binding commitments, in form acceptable to City, from Borrower, grantors, and lenders, subject only to commercially reasonable conditions. The Financing Plan shall include development and operating pro formas that set out in detail the cost to complete the Scope of Work and Borrower's plan for financing the costs of rehabilitation and operation of the Property. Borrower's submittal, and City's approval, of the Financing Plan are conditions to City's obligation to fund the Loan. The approved Financing Plan shall be attached to this Agreement as Exhibit F. Unless expressly stated otherwise, the terms set forth in the body of this Agreement

shall prevail in the event of a conflict between the information set forth in the Financing Plan and the terms set forth in the body of this Agreement.

Proposed modifications to the Financing Plan shall be submitted to the City for review and approval. City staff shall promptly review such proposed modifications, and acting through City's Authorized Representative, the City shall approve such modifications in writing within fifteen (15) business days following receipt provided that the modifications conform to the requirements of this Agreement. If the City does not approve proposed modifications, the City shall set forth its objections in writing and notify Borrower of the reasons for its disapproval. Borrower shall thereafter submit a revised Financing Plan that addresses the reasons for disapproval.

2.4 Interest Rate, Maturity Date. The outstanding principal balance of the Note will bear interest at a rate equal to three percent (3%) simple annual interest. Annual payments shall be due and payable on a residual receipts basis in accordance with the formula set forth in the Note. The entire outstanding principal balance and interest accrued on the Note shall be payable in full on the date which is the fifty-fifth (55th) anniversary of the Closing Date. Notwithstanding the foregoing, the City shall have the right to accelerate the maturity date and declare all sums payable under the Note immediately due and payable upon the expiration of all applicable cure periods following the occurrence of an Event of Borrower Default.

2.5 Security; Affordable Housing Agreement. Repayment of the Note shall be secured by a deed of trust that will be executed by Borrower for the benefit of City substantially in the form attached hereto as Exhibit D and recorded against the Property on the Closing Date (the **"Deed of Trust"**). The Deed of Trust may be subordinated only to such liens and encumbrances consistent with the approved Financing Plan as City shall approve in writing consistent with Section 8.2. In addition, Borrower and City shall execute an Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants (**"Regulatory Agreement"**) that will be recorded in the Official Records on the Closing Date substantially in the form attached hereto as Exhibit E.

2.6 Prepayment; Acceleration.

(a) Prepayment. Borrower shall have the right to prepay the Loan at any time and from time to time, without penalty or premium, provided that any prepayment of principal must be accompanied by interest accrued but unpaid to the date of prepayment. Prepayments shall be applied first to accrued but unpaid interest and then to principal. Any such prepayment shall have no effect upon Borrower's obligations under the Regulatory Agreement which shall survive for the full term of the Regulatory Agreement.

(b) Due On Transfer or Encumbrance. Unless City agrees otherwise in writing, the entire unpaid principal balance and all interest and other sums accrued under the Note shall be due and payable upon the Transfer absent the prior written consent of City of all or any part of or interest in the Property or the Improvements except as otherwise permitted pursuant to this Agreement.

(c) Default. The City shall have the right to accelerate the Maturity Date and

declare all sums payable under the Note immediately due and payable upon the expiration of all applicable cure periods following the occurrence of an Event of Borrower Default.

2.7 Nonrecourse Obligation. The Loan will be nonrecourse to Borrower subject to the limitations set forth in the Note.

ARTICLE III

ESCROW; CONDITIONS PRECEDENT TO CLOSING

3.1 Escrow. City and Borrower shall open escrow at the office of Chicago Title Company located at 1676 N. California Suite 117, Walnut Creek ,California, or such other title company as the Parties may agree upon ("**Escrow Agent**" or "**Title Company**") in order to consummate the closing of escrow for the Loan.

3.2 Costs of Closing and Escrow. Borrower shall pay all recording fees, escrow fees and closing costs incurred in connection with the Loan. Borrower shall pay for the cost of any lender's policy of title insurance that City elects to acquire in connection with the transactions contemplated hereby. City and Borrower shall provide Escrow Agent with a copy of this Agreement, which together with such supplemental instructions as City or Borrower may provide and which are consistent with the intent of this Agreement or which are otherwise mutually agreed upon by City and Borrower, shall serve as escrow instructions for the Closing.

3.3 Deposits into Escrow; Closing. The Closing Date shall be a date that is mutually acceptable to the Parties, and which shall occur within thirty (30) days following the Borrower's satisfaction or City's waiver of all conditions precedent to Closing as set forth in Section 3.4. Prior to the Close of Escrow, Borrower shall deposit into escrow (or deliver to City) originals of the City Documents, executed and acknowledged as applicable, Borrower's share of closing costs, and such additional duly executed instruments and documents as the Escrow Agent may reasonably require. Provided that all conditions precedent to Close of Escrow have been satisfied or waived, City shall deposit into escrow executed copies of the City Documents to which City is a party, and such additional duly executed instruments and documents as the Escrow Agent may reasonably require. On the Closing Date, the Escrow Agent shall cause the Regulatory Agreement and the Deed of Trust to be recorded in the Official Records in that order.

3.4 City's Conditions to Closing and Loan Disbursement. City's obligation to fund the Loan and disburse the Loan Proceeds is conditioned upon the satisfaction of all of the requirements set forth in this Section 3.4, unless any such condition is waived in writing by the City's Authorized Representative.

(a) No Default. There shall exist no condition, event or act which would constitute a material breach or default by Borrower under this Agreement or any other City Document, or which, upon the giving of notice or the passage of time, or both, would constitute such a material breach or default.

(b) Representations. All representations and warranties of Borrower contained herein or in any other City Document or certificate delivered in connection with the transactions contemplated by this Agreement shall be true and correct in all material respects as of the Close of Escrow.

(c) Due Authorization and Good Standing; Organizational Documents. Borrower shall have delivered to City copies of all of the following, including updated versions of any of the following that have been amended or modified since the date of any prior delivery to City of such documents: (i) a certificate of good standing, certified by the Secretary of State, indicating that Borrower is properly organized and authorized to do business in the State of California; (ii) a copy of Borrower's articles of incorporation or LLC-1, as applicable, certified by the California Secretary of State; (iii) a copy of Borrower's bylaws or operating agreement, as applicable, certified by Borrower's corporate Secretary as accurate, complete, and in full force and effect; (iv) verification of Borrower's tax-exempt status, if applicable; and (v) a resolution certified by Borrower's corporate Secretary authorizing Borrower's execution, delivery, and performance under this Agreement and the other City Documents.

(d) Execution, Delivery and Recordation of Documents. Borrower shall have executed, acknowledged as applicable, and delivered to City this Agreement, and all other documents required in connection with the transactions contemplated hereby, including without limitation the Note, the Deed of Trust, and the Regulatory Agreement. Concurrently with the Closing, the Regulatory Agreement and the Deed of Trust shall be recorded in the Official Records.

(e) Mechanics' Liens. Borrower shall have delivered to City evidence reasonably satisfactory to City that there are no mechanics' liens or stop notices related to the Property or the Project, and Borrower shall have provided to City evidence of full waivers or releases of lien clams or evidence that any lien claims have been bonded against, released, or insured against.

(f) Lender's Title Policy. The Title Company shall, upon payment of the premium therefor, be committed to issue an ALTA Lender's Policy of Title Insurance for the benefit and protection of City ("**Lender's Title Policy**") in the amount of Loan, insuring that the Deed of Trust and the Regulatory Agreement are recorded subject only to title exceptions and such other defects, liens, conditions, encumbrances, restrictions, easements and exceptions as City may reasonably approve in writing, showing title to the Property vested in Borrower, and containing such endorsements as City may reasonably require, with the cost of such Lender's Title Policy to be paid by Borrower.

(g) Financing Plan. City shall have approved the Financing Plan, including without limitation, the budget for completion of the rehabilitation and construction work, and the operating budget for the Project.

(h) Insurance. Borrower shall have provided evidence satisfactory to City that Borrower has obtained insurance coverage meeting the requirements set forth in Exhibit G.

(i) Other Documents. Borrower's delivery to City, and City approval of such other documents related to the financing of the rehabilitation and operation of the Property as

City may reasonably request, including without limitation, social services agreements, and agreements with any agency that will refer Eligible Households for prospective occupancy of the Property.

(j) Evidence of Availability of Funds. Borrower shall have submitted to the City copies of all loan documents for the financing sources identified in the approved Financing Plan, together with evidence reasonably satisfactory to City that (i) all conditions to the release and expenditure of the initial draw of funds from each source described in the approved Financing Plan as a source of construction financing for the Project have been met and that such funds will be available, and (ii) all construction financing (including draws subsequent to the initial draw of funds) will be available upon the satisfaction of the conditions set forth in the construction loan documents. Borrower shall have provided to City copies of all other documents related to development and financing of the Project as City may reasonably request. Borrower's construction financing for the Project shall have closed or shall close concurrently with the Close of Escrow.

(k) Permits and Approvals. Borrower shall have obtained all entitlements, permits, licenses and approvals required for the rehabilitation and operation of the Project, including without limitation, building permits and use permits or shall provide evidence satisfactory to City that receipt of such permits and approvals is subject only to such conditions as City may reasonably approve. A "permit ready" letter indicating that building permits for the Project shall be issued upon payment of applicable fees may serve as satisfactory evidence regarding issuance of the building permit.

(l) Payment of Fees. Borrower shall have paid when due all customary and reasonable fees and charges in connection with the processing of all applicable City permits and approvals.

(m) Construction Plans, Budget and Schedule. City shall have approved the general contractor, the construction budget and schedule for the Project, the Construction Plans and specifications for the Project, and the construction contract. Borrower shall have delivered an executed copy of the approved construction contract to City.

(n) Requisition. Borrower shall have submitted to City a written requisition for disbursement of funds specifying the amount and use of the requested funds, accompanied by copies of third-party invoices, evidence of Borrower's payment for services rendered in connection with the work (if applicable), and such other documentation as City may reasonably require. If applicable, City shall have approved the work that is the subject of the requisition.

(o) Settlement Statement. City shall have received and approved Title Company's settlement statement showing the closing costs and all other amounts due in escrow.

3.5 No Obligation to Disburse Proceeds Upon Default. Notwithstanding any other provision of this Agreement, the City shall have no obligation to disburse or authorize the disbursement of Loan Proceeds following: (i) the failure of any of Borrower's representations and warranties made in this Agreement or in connection with the Loan to be true and correct in all material respects; (ii) the termination of this Agreement by mutual agreement of the Parties;

or (iii) the occurrence of an Event of Borrower Default under any City Document that remains uncured beyond any applicable cure period, or the existence of any condition, event or act which upon the giving of notice or the passage of time or both would constitute an Event of Borrower Default under any City Document, and that remains uncured as of the date of the requested disbursement.

ARTICLE V

REHABILITATION OF THE PROPERTY

4.1 Development Schedule. Borrower shall commence rehabilitation of the Project within thirty (30) days following the Closing, and shall diligently prosecute completion of the Scope of Work with completion targeting to be completed within 12 months. Borrower shall use diligent efforts to cause the Scope of Work to be by not later than June 30th, 2023. Subject to Force Majeure, Borrower's failure to commence or complete construction of the Project in accordance with the time periods specified in this Section 4.1 shall be an Event of Borrower Default hereunder.

4.2 Cost of Construction. Except as expressly set forth herein, Borrower shall be solely responsible for all direct and indirect costs and expenses incurred in connection with the rehabilitation of the Property. Except as expressly set forth herein, all costs of designing, developing and constructing the Project and compliance with the Conditions of Approval, shall be borne solely by Borrower and shall not be an obligation of the City.

4.3 Project Approvals. Borrower acknowledges that execution of this Agreement by City does not constitute City approval for the purpose of the issuance of building permits, does not limit in any manner the discretion of City in such approval process, and does not relieve Borrower from the obligation to apply for and obtain from City and all other agencies with jurisdiction over the Property, all necessary approvals, entitlements, and permits for the rehabilitation of the Project, including without limitation, the approval of architectural plans, the issuance of any certificates regarding historic resources required in connection with the rehabilitation of the Property (if any) and the approval of the Project in compliance with CEQA and NEPA, if applicable, nor does it limit in any manner the discretion of the City or any other agency in the approval process. Borrower shall not commence work on the Project prior to issuance of building permits required for such work. City staff shall work cooperatively with Borrower to assist in coordinating the expeditious processing and consideration of all permits, entitlements and approvals necessary for the rehabilitation of the Project as contemplated by this Agreement.

4.4 Design Review; Conditions of Approval. Borrower shall submit a Project site plan and design documents, including elevations and schematic drawings consistent with the Scope of Work to City for review and approval. Borrower shall develop the Project in accordance with the terms and conditions of this Agreement and in compliance with the approved site plan and design documents and the terms and conditions of all approvals, entitlements and permits that the City or any other governmental body or agency with jurisdiction over the Project or the Property has granted or issued as of the date hereof or may

hereafter grant or issue in connection with development of the Project, including without limitation, all mitigation measures imposed in connection with environmental review of the Project and all conditions of approval imposed in connection with any entitlements, approvals or permits (all of the foregoing approvals, entitlements, permits, mitigation measures and conditions of approval are hereafter collectively referred to as the "**Conditions of Approval**").

4.5 Fees. Borrower shall be solely responsible for, and shall promptly pay when due, all customary and usual fees and charges of City and all other agencies with jurisdiction over development of the Property in connection with obtaining building permits and other approvals for the Project, including without limitation, those related to the processing and consideration of amendments, if any, to the current entitlements, any related approvals and permits, environmental review, architectural review, historic review, and any subsequent approvals for the Project.

4.6 Construction Plans. Borrower shall submit to City's Building Department detailed construction plans for the Project (the "**Construction Plans**"). As used herein "**Construction Plans**" means all construction documents upon which Borrower and Borrower's contractors shall rely in developing the Property and constructing the Project (including the structures, landscaping, parking, and common areas). The Construction Plans shall be based upon the Scope of Work and upon the approvals issued by the City for the Project, and shall not materially deviate therefrom without the express written consent of City.

4.7 Construction Pursuant to Plans. Borrower shall rehabilitate the Project in accordance with the approved Construction Plans, the Conditions of Approval, and all other permits and approvals granted by the City pertaining to the Project. Borrower shall comply with all directions, rules and regulations of any fire marshal, health officer, building inspector or other officer of every governmental agency having jurisdiction over the Property or the Project. Each element of the work shall proceed only after procurement of each permit, license or other authorization that may be required for such element by any governmental agency having jurisdiction. All design and construction work on the Project shall be performed by licensed contractors, engineers or architects, as applicable.

4.8 Change in Scope of Work. If Borrower desires to make any material change in the approved Scope of Work, Borrower shall submit the proposed change in writing to the City for its written approval, which approval shall not be unreasonably withheld or delayed if the Scope of Work, as modified by any proposed change, conforms to the requirements of this Agreement and any approvals issued by City after the Effective Date. Unless a proposed change is approved by City within thirty (30) days, it shall be deemed rejected. If rejected, the previously approved Scope of Work shall continue to remain in full force and effect. Any change in the Scope of Work required in order to comply with applicable codes shall be deemed approved, so long as such change does not substantially nor materially change the architecture, design, function, use, or amenities of the Project as shown on the latest approved Scope of Work.

4.9 Rights of Access. For the purpose of ensuring that the construction of the Project is completed in compliance with this Agreement, Borrower shall permit representatives of the City to enter upon the Property during normal business hours following at least 48 hours' written notice (except in the case of emergency in which case such notice as may be practical under the

circumstances shall be provided), subject to reasonable safety rules and regulations which may be established by Borrower.

4.10 City Disclaimer. Borrower acknowledges that the City is under no obligation, and the City neither undertakes nor assumes any responsibility or duty to Borrower or to any third party, to in any manner review, supervise, or inspect the progress of rehabilitation or the operation of the Project. Borrower and all third parties shall rely entirely upon its or their own supervision and inspection in determining the quality and suitability of the materials and work, the performance of architects, subcontractors, and material suppliers, and all other matters relating to the rehabilitation and operation of the Project. Any review or inspection undertaken by the City is solely for the purpose of determining whether Borrower is properly discharging its obligations under this Agreement, and shall not be relied upon by Borrower or any third party as a warranty or representation by the City as to the quality of the design or construction of the Project or otherwise.

4.11 Defects in Plans. The City shall not be responsible to Borrower or to any third party for any defect in the Construction Plans or for any structural or other defect in any work done pursuant to the Construction Plans. To the greatest extent allowed by law, Borrower shall indemnify, defend (with counsel reasonably approved by City) and hold harmless the Indemnitees from and against all Claims arising out of, or relating to, or alleged to arise from or relate to defects in the Construction Plans or defects in any work done pursuant to the Construction Plans whether or not any insurance policies shall have been determined to be applicable to any such Claims. Borrower's indemnification obligations set forth in this Section shall survive the expiration or earlier termination of this Agreement. Borrower's indemnification obligations pursuant to this Section shall not extend to Claims to the extent arising from the gross negligence or willful misconduct of the Indemnitees, and are subject to the additional terms set forth in Section 10.3 below.

4.12 Intentionally omitted.

4.13 Equal Opportunity. There shall be no discrimination on the basis of race, color, religion, creed, sex, sexual orientation, marital status, ancestry or national origin in the hiring, firing, promoting or demoting of any person engaged in construction work on the Property, and Borrower shall direct its contractors and subcontractors to refrain from discrimination on such basis.

4.14 Prevailing Wage Requirements. Borrower and its contractors, subcontractors and agents shall comply with California Labor Code Section 1720 *et seq*. and the regulations adopted pursuant thereto (and if required by applicable federal law, the Davis Bacon Act and implementing regulations) (all of the foregoing, "**Prevailing Wage Laws**"), and shall be responsible for carrying out the requirements of such provisions. If applicable, Borrower shall submit to City a plan for monitoring payment of prevailing wages and at Borrower's expense shall implement such plan and comply with all applicable reporting and recordkeeping requirements.

To the greatest extent allowed by law, Borrower shall indemnify, defend (with counsel approved by City) and hold the Indemnitees harmless from and against all Claims that directly or

indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with, or relate to, the payment or requirement of payment of prevailing wages (including without limitation, all Claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code Sections 1726 and 1781), the failure to comply with any state or federal labor laws, regulations or standards in connection with this Agreement or the rehabilitation of the Project, including but not limited to the Prevailing Wage Laws, or any act or omission of Borrower with respect to the payment or requirement of payment of prevailing wages, whether or not any insurance policies shall have been determined to be applicable to any such Claims. The provisions of this Section 4.14 shall survive the expiration or earlier termination of this Agreement. Borrower's indemnification obligations set forth in this Section shall not apply to Claims to the extent arising from the gross negligence or willful misconduct of the Indemnitees and are subject to the additional terms set forth in Section 10.3 below.

4.15 Compliance with Laws; Indemnity. Borrower shall carry out and cause its contractors to carry out the rehabilitation of the Property, and shall operate the Property in conformity with all applicable federal, state and local laws, rules, ordinances and regulations (**"Applicable Laws"**), including without limitation, all applicable federal and state labor laws and standards, Section 3 of the Housing and Community Development Act of 1974, as amended (if applicable pursuant to financing sources used for the rehabilitation or operation of the Property), the City's zoning and development standards, building, plumbing, mechanical and electrical codes, all other provisions of the City's Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation, the Americans with Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*. To the greatest extent allowed by law, Borrower shall indemnify, defend (with counsel approved by City) and hold harmless the Indemnitees from and against any and all Claims arising in connection with the breach of Borrower's obligations set forth in this Section whether or not any insurance policies shall have been determined to be applicable to any such Claims. Borrower's indemnification obligations set forth in this Section shall not apply to Claims to the extent arising from the gross negligence or willful misconduct of the Indemnitees. Borrower's defense and indemnification obligations set forth in this Section 4.15 shall survive the expiration or earlier termination of this Agreement and are subject to the additional terms set forth in Section 10.3 below.

4.16 Liens and Stop Notices. Until the later of the date of reconveyance of the Deed of Trust or the expiration of the term of the Regulatory Agreement, Borrower shall not allow to be placed on the Property or any part thereof any lien or stop notice on account of materials supplied to or labor performed on behalf of Borrower. If a claim of a lien or stop notice is given or recorded affecting the Property or any part thereof, Borrower shall within twenty (20) days of such recording or service: (a) pay and discharge (or cause to be paid and discharged) the same; or (b) effect the release thereof by recording and delivering (or causing to be recorded and delivered) to the party entitled thereto a surety bond in sufficient form and amount; or (c) provide other assurance satisfactory to City that the claim of lien or stop notice will be paid or discharged.

4.17 Right of City to Satisfy Liens on the Property. If Borrower fails to satisfy or discharge any lien or stop notice on the Property or any part thereof pursuant to and within the time period set forth in Section 4.16 above, the City shall have the right, but not the obligation, to satisfy any such liens or stop notices at Borrower's expense and without further notice to Borrower and all sums advanced by City for such purpose shall be part of the indebtedness secured by the Deed of Trust. In such event Borrower shall be liable for and shall immediately reimburse City for such paid lien or stop notice. Alternatively, the City may require Borrower to immediately deposit with City the amount necessary to satisfy such lien or claim pending resolution thereof. The City may use such deposit to satisfy any claim or lien that is adversely determined against Borrower. Borrower shall file a valid notice of cessation or notice of completion upon cessation of construction work on the Property for a continuous period of thirty (30) days or more, and shall take all other reasonable steps to forestall the assertion of claims or liens against the Property. The City may (but has no obligation to) record any notices of completion or cessation of labor, or any other notice that the City deems necessary or desirable to protect its interest in the Property.

4.18 Intentionally omitted.

4.19 Insurance Requirements. Borrower shall maintain and shall cause its contractors to maintain all applicable insurance coverage specified in Exhibit G.

4.20 Quarterly Performance Reporting. During rehabilitation of the Project, Borrower shall submit to City a Quarterly Performance Report within 30 days following the end of each calendar quarter. The report shall be in the form of a narrative description of all activities performed in relation to the Project including all development activities. The report shall include a Project timeline, including a schedule for completing milestones and/or tasks, and indicate the status of the Project in relation to this timeline. Borrower shall provide the quarterly reports described in this Section until the Scope of Work is complete, even if all of the Loan Proceeds have been disbursed. The requirements set forth in this Section are in addition to the requirement for submittal of requisitions pursuant to Section 3.4(n).

ARTICLE V

USE OF THE PROPERTY

5.1 Affordable Housing; Supportive Services. Borrower covenants and agrees for itself, its successors and assigns that the Property and the Improvements will be subject to recorded covenants that will restrict the Property to operation of an affordable shared housing residence with supportive services for tenants, and that for a term of not less than fifty-five (55) years, commencing on the Closing Date, the Property shall be available at Affordable Rent to Eligible Households whose income is no greater than thirty percent (30%) of Area Median Income. Borrower shall comply with rent and occupancy restrictions imposed by all applicable financing sources and regulatory agencies if such agencies impose requirements on that are more stringent than those set forth in this Agreement. As more particularly set forth in the Regulatory Agreement, Borrower shall be obligated to screen prospective tenants to establish that they qualify as Eligible Households, and may contract with a qualified organization or agency that will provide referrals of Eligible Households for prospective occupancy of the Property. In

addition, Borrower will be obligated to provide, or contract with a qualified organization for provision of, supportive social services to the residents of the Property.

5.2 Housing First Protocol; Resident Selection. Borrower acknowledges that the Project will be subject to the Housing First protocol described in California Code of Regulations, title 25, Sections 8409(b) subsections (1) through (6), and further agrees that Project residents will be selected in a manner consistent with California Welfare and Institutions Code Section 8255(b)(8) using a protocol that prioritizes selection criteria other than "first-come, first-serve" and may include, without limitation, the duration or chronicity of homelessness/disability, vulnerability to early mortality, high utilization of crisis or medical services, and the need for housing that provides supportive services. Borrower shall submit for City review and approval a tenant selection and Project management plan that addresses the requirements set forth in this Section.

5.3 Relocation.

5.3.1 Compliance with Laws. Borrower covenants and agrees that persons residing on the Property as of the date of this Agreement shall not be displaced before suitable replacement housing and tenant space, as applicable, is available. Borrower shall ensure that all occupants of the Property receive all notices, benefits, and assistance to which they are entitled in accordance with California Relocation Assistance Law (Government Code Section 7260 *et seq.*), all state and local regulations implementing such law, and all other applicable local, state and federal laws, regulations, and policies relating to the displacement and relocation of eligible persons as defined in such Relocation Laws, including but not limited to the Uniform Relocation Act (42 U.S.C. § 4601 *et seq.*) and implementing regulations (all of the foregoing, collectively "**Relocation Laws**").

5.3.2 Costs; Indemnity. Borrower shall be responsible for payment of any and all costs and expenses incurred in connection with the temporary and/or permanent displacement and/or relocation of residential and commercial occupants of the Property as required by Relocation Laws, including, without limitation, payments to a relocation consultant, moving expenses, and payments for temporary and permanent relocation benefits pursuant to Relocation Laws, and City shall have no responsibility for payment therefor. To the greatest extent allowed by law, Borrower shall indemnify, defend (with counsel reasonably approved by City) , and hold the Indemnitees harmless from and against any and all Claims arising in connection with the breach of Borrower's obligations set forth in this Section whether or not any insurance policies shall have been determined to be applicable to any such Claims. Borrower's indemnification obligations under set forth in this Section 5.3.2 shall not apply to Claims to the extent resulting from the gross negligence or willful misconduct of Indemnitees , and are subject to the additional terms set forth in Section 10.3 below. The provisions of this Section 5.3.2 shall survive the expiration or earlier termination of this Agreement.

5.4 Maintenance. Borrower shall at its own expense, maintain the Property and the Improvements, including the landscaping, driveways, parking areas, and walkways, in good physical condition, in good repair, and in decent, safe, sanitary, habitable and tenantable living conditions in conformity with all Applicable Laws. Without limiting the foregoing, Borrower agrees to maintain the Property in a condition free of all waste, nuisance, debris, graffiti,

disrepair, and illegal activity, and shall take all reasonable steps to prevent the same from occurring on the Property. Borrower shall prevent and/or rectify any physical deterioration of the Property and shall make all repairs, renewals and replacements necessary to keep the Property in good condition and repair.

5.5 Taxes and Assessments. Borrower shall pay all real and personal property taxes, assessments and charges and all franchise, income, payroll, withholding, sales, and other taxes assessed against the Property and the Improvements, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property; provided, however, Borrower shall have the right to contest in good faith, any such taxes, assessments, or charges. In the event the Borrower exercises its right to contest any tax, assessment, or charge, the Borrower, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

5.6 Obligation to Refrain from Discrimination. Borrower shall not restrict the rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or the Improvements, or any portion thereof, on the basis of race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or national origin of any person. Borrower covenants for itself and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or the Improvements, or part thereof, nor shall Borrower or any person claiming under or through Borrower establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in, of, or for the Property or the Improvements, or part thereof. Borrower shall include such provision in all deeds, leases, contracts and other instruments executed by Borrower or on behalf of Borrower, and shall enforce the same diligently and in good faith.

ARTICLE VI

ENVIRONMENTAL MATTERS

6.1 Disclosure. Borrower represents and warrants that except as disclosed to City in writing, as of the Effective Date, to Borrower's best knowledge: (i) the Property is free and has always been free of Hazardous Materials and is not and has never been in violation of any Hazardous Materials Law; (ii) there are no buried or partially buried storage tanks located on the Property, (iii) Borrower and its principals have received no notice, warning, notice of violation, administrative complaint, judicial complaint, or other formal or informal notice alleging that conditions on the Property are or have ever been in violation of any Hazardous Materials Law or informing Borrower that the Property is subject to investigation or inquiry regarding Hazardous Materials on the Property or the potential violation of any Hazardous Materials Law; (iv) there is no monitoring program required by the Environmental Protection Agency or any other

governmental agency concerning the Property; (v) no toxic or hazardous chemicals, waste or substances of any kind have ever been spilled, disposed of, or stored on, under or at the Property, whether by accident, burying, drainage, or storage in containers, tanks, holding areas, or any other means; (vi) the Property has never been used as a dump or landfill; and (vii) Borrower has disclosed to City all information, records, and studies in Borrower's possession or reasonably available to Borrower relating to the Property concerning Hazardous Materials.

Borrower hereby acknowledges and agrees that (i) this Section is intended as the City's written request for information (and the Borrower's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5(d)(2), and (ii) each representation and warranty in this Agreement or any of the other City Documents (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the property is intended by the City and the Borrower to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

6.2 Borrower's Obligations. Borrower hereby covenants and agrees that:

(1) Borrower shall not knowingly permit the Property or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Material or otherwise knowingly permit the presence or release of Hazardous Material in, on, under, about or from the Property with the exception of limited amounts of cleaning supplies and other materials customarily used in the construction, rehabilitation, use or maintenance of residential properties similar in nature to the Property, and used, stored and disposed of in compliance with Environmental Laws.

(2) Borrower shall keep and maintain the Property and each portion thereof in compliance with, and shall not cause or permit the Property or any portion of either to be in violation of, any Environmental Laws.

(3) Upon receiving actual knowledge of the same, Borrower shall immediately advise City in writing of: (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against the Borrower, or the Property pursuant to any applicable Environmental Laws; (ii) any and all claims made or threatened by any third party against the Borrower or the Property relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Material; (iii) the presence or release of any Hazardous Material in, on, under, about or from the Property; or (iv) Borrower's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property classified as "Border Zone Property" under the provisions of California Health and Safety Code, Sections 25220 *et seq.*, or any regulation adopted in connection therewith, that may in any way affect the Property pursuant to any Environmental Laws or cause it or any part thereof to be designated as Border Zone Property. The matters set forth in the foregoing clauses (i) through (iv) are hereinafter referred to as "**Hazardous Materials Claims**"). The City shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claim.

(4) Without the City's prior written consent, which shall not be unreasonably withheld or delayed, Borrower shall not take any remedial action in response to the presence of any Hazardous Material in, on, under, or about the Property (other than in emergency situations or as required by governmental agencies having jurisdiction in which case the City agrees to provide its consent), nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Materials Claim. City shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Borrower.

6.3 Environmental Indemnity. To the greatest extent allowed by law, Borrower shall indemnify, defend (with counsel approved by City) and hold Indemnitees harmless from and against all Claims resulting, arising, or based directly or indirectly in whole or in part, upon (i) the presence, release, use, generation, discharge, storage or disposal of any Hazardous Material on, under, in or about the Property, or the transportation of any such Hazardous Material to or from, the Property, or (ii) the failure of Borrower, Borrower's employees, agents, contractors, subcontractors, or any person acting on behalf of or as the invitee of any of the foregoing to comply with Environmental Laws, except to the extent caused by the City's gross negligence or willful misconduct. The foregoing indemnity shall apply irrespective of whether any use, storage, or disposal of Hazardous Materials were or will be undertaken in accordance with Environmental Laws.

The provisions of this Section 6.3 shall be in addition to any and all other obligations and liabilities that Borrower may have under applicable law, and each Indemnitee shall be entitled to indemnification under this Section without regard to whether City or that Indemnitee has exercised any rights against the Property or any other security, pursued any rights against any guarantor or other party, or pursued any other rights available under the City Documents or applicable law. The obligations of Borrower to indemnify the Indemnitees under this Section shall survive the termination of this Agreement, any repayment or discharge of the Loan, any foreclosure proceeding, any foreclosure sale, any delivery of any deed in lieu of foreclosure, and any release of record of the lien of the Deed of Trust. Borrower's indemnification obligations pursuant to this Section shall not extend to Claims to the extent arising from the gross negligence or willful misconduct of the Indemnitees, and are subject to the additional terms set forth in Section 10.3 below.

6.4 City's Rights. In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the City's or the Trustee's rights and remedies under the Deed of Trust, the City may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against the Borrower to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining the City's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Borrower shall be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of

California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Borrower knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) reasonable attorneys' fees, incurred by the City in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the default rate specified in the Note, until paid, shall be added to the indebtedness secured by the Deed of Trust and shall be due and payable to the City upon its demand made at any time following the conclusion of such action.

6.5 No Limitation. Borrower hereby acknowledges and agrees that Borrower's duties, obligations and liabilities under this Agreement are in no way limited or otherwise affected by any information the City may have concerning the Property and/or the presence in, on, under or about the Property of any Hazardous Material, whether the City obtained such information from the Borrower or from its own investigations.

6.6 Definitions.

6.6.1 "**Hazardous Material**" means any chemical, compound, material, mixture, or substance that is now or may in the future be defined or listed in, or otherwise classified pursuant to any Environmental Laws (defined below) as a "hazardous substance", "hazardous material", "hazardous waste", "extremely hazardous waste", infectious waste", toxic substance", toxic pollutant", or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity. The term "hazardous material" shall also include asbestos or asbestos-containing materials, radon, chrome and/or chromium, polychlorinated biphenyls, petroleum, petroleum products or by-products, petroleum components, oil, mineral spirits, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable as fuel, perchlorate, and methy tert butyl ether, whether or not defined as a hazardous waste or hazardous substance in the Environmental Laws.

6.6.2 "**Environmental Laws**" means any and all federal, state and local statutes, ordinances, orders, rules, regulations, guidance documents, judgments, governmental authorizations or directives, or any other requirements of governmental authorities, as may presently exist, or as may be amended or supplemented, or hereafter enacted, relating to the presence, release, generation, use, handling, treatment, storage, transportation or disposal of Hazardous Material, or the protection of the environment or human, plant or animal health, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601), the Hazardous Materials Transportation Act (49 U.S.C. § 1801 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*), the Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Toxic Substances Control Act (15 U.S.C. § 2601 *et seq.*), the Oil Pollution Act (33 U.S.C. § 2701 *et seq.*), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 *et seq.*), the Porter-Cologne Water Quality Control Act (Cal. Water Code § 13000 *et*

seq.), the Toxic Mold Protection Act (Cal. Health & Safety Code § 26100, *et seq.*), the Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code § 25249.5 *et seq.*), the Hazardous Waste Control Act (Cal. Health & Safety Code § 25100 *et seq.*), the Hazardous Materials Release Response Plans & Inventory Act (Cal. Health & Safety Code § 25500 *et seq.*), and the Carpenter-Presley-Tanner Hazardous Substances Account Act (Cal. Health and Safety Code, Section 25300 *et seq.*).

ARTICLE VII

LIMITATIONS ON CHANGE IN OWNERSHIP, MANAGEMENT AND CONTROL OF BORROWER

7.1 Identity of Borrower; Changes Only Pursuant to this Agreement. Borrower has represented that Borrower and its principals possess the necessary expertise, skill and ability to carry out the rehabilitation of the Property and the Improvements and operate the Project pursuant to this Agreement and the City Documents. The qualifications, experience, financial capacity and expertise of Borrower and its principals are of particular concern to the City. It is because of these qualifications, experience, financial capacity and expertise that the City has entered into this Agreement with Borrower. No voluntary or involuntary successor, assignee or transferee of Borrower shall acquire any rights or powers under this Agreement, except as expressly provided herein.

7.2 Prohibition on Transfer. Prior to the expiration of the term of the Regulatory Agreement, Borrower shall not, except as expressly permitted by this Agreement, directly or indirectly, voluntarily, involuntarily or by operation of law make or attempt any total or partial sale, transfer, conveyance, assignment or lease (collectively, "**Transfer**") of the whole or any part of the Property, the Improvements, or this Agreement, without the prior written approval of City which approval shall not be unreasonably withheld. Any such attempt to assign this Agreement without the City's consent shall be null and void and shall confer no rights or privileges upon the purported assignee. In addition to the foregoing, prior to the expiration of the term of the Regulatory Agreement, except as expressly permitted by this Agreement, Borrower shall not undergo any significant change of ownership without the prior written approval of City. For purposes of this Agreement, a "significant change of ownership" shall mean a transfer of the beneficial interest of more than twenty-five percent (25%) in aggregate of the present ownership and /or control of Borrower, taking all transfers into account on a cumulative basis.

7.3 Conditionally Permitted Transfers. Subject to the conditions set forth in this Section 7.3, and if applicable Section 7.4, the prohibitions on Transfer set forth herein shall not be deemed to prevent: (i) the lease of individual residences to tenants for occupancy as their principal residence in accordance with the Regulatory Agreement; (ii) assignments creating security interests for the purpose of financing the improvement of the Property in accordance with the approved Financing Plan as it may be updated with City approval, and subject to the requirements of Article VIII, or Transfers directly resulting from the foreclosure of, or granting of a deed in lieu of foreclosure of, such a security interest; or (iii) a Transfer to a tax-exempt entity under the direct control of, or under common control with, Borrower.

7.4 Requirements for Proposed Transfers. The City may, in the exercise of its sole discretion, consent to a proposed Transfer of this Agreement, the Property, the Improvements, or part thereof if all of the following requirements are met (provided however, the requirements of this Section 7.4 shall not apply to Transfers described in clauses (i) and (ii) of Section 7.3):

(i) The proposed transferee demonstrates to the City's satisfaction that it has the qualifications, experience and financial resources necessary and adequate as may be reasonably determined by the City to competently complete the rehabilitation of the Improvements, manage the Project, and otherwise fulfill the obligations undertaken by the Borrower under this Agreement and the Regulatory Agreement.

(ii) The Borrower and the proposed transferee shall submit for City review and approval all instruments and other legal documents proposed to effect any Transfer of all or any part of or interest in the Property, the Improvements, or this Agreement together with such documentation of the proposed transferee's qualifications and development capacity as the City may reasonably request.

(iii) The proposed transferee shall expressly assume all of the rights and obligations of the Borrower under this Agreement and the other City Documents arising after the effective date of the Transfer and all obligations of Borrower arising prior to the effective date of the Transfer (unless Borrower expressly remains responsible for such obligations), and shall agree to be subject to and assume all of Borrower's obligations under the City Documents. The assumption of such obligations shall be documented in an assignment and assumption agreement in form approved by City.

(iv) The Transfer shall be effectuated pursuant to a written instrument satisfactory to the City in form recordable in the Official Records.

(v) The final form of the organizational documents of the proposed transferee, and any subsequent amendments that affect the City's economic interests under this Agreement or the City Documents shall be subject to the City's review and approval.

Consent to any proposed Transfer may be given by the City's Authorized Representative unless the City's Authorized Representative, in his or her discretion, refers the matter of approval to the City Council. If the City has not rejected a proposed Transfer or requested additional information regarding a proposed Transfer in writing within thirty (30) days following City's receipt of written request by Borrower, the proposed Transfer shall be deemed approved.

7.5 Effect of Transfer without City Consent.

7.5.1 In the absence of specific written agreement by the City, no Transfer by Borrower shall be deemed to relieve the Borrower or any other party from any obligation under this Agreement.

7.5.2 It shall be an Event of Borrower Default hereunder entitling City to pursue remedies including without limitation, termination of this Agreement and/or foreclosure under the Deed of Trust if without the prior written approval of the City, Borrower assigns or Transfers this Agreement, the Improvements, or the Property, or any part thereof or interest therein,

undergoes any other Transfer (including without limitation, any assignment for security or encumbrance of the Property, or the Project, or part thereof) in violation of Article VII. This Section 7.5.2 shall not apply to Transfers described in clauses (i) and (ii) of Section 7.3).

7.6 Recovery of City Costs. Within ten (10) days following City's delivery to Borrower of an invoice detailing such costs, Borrower shall reimburse City for all City costs, including but not limited to reasonable attorneys' fees, incurred in reviewing instruments and other legal documents proposed to effect a Transfer of this Agreement, Borrower's interest in the Property or the Project, or part thereof, and in reviewing the qualifications and financial resources of a proposed successor, assignee, or transferee.

ARTICLE VIII

SECURITY FINANCING AND RIGHTS OF MORTGAGEES

8.1 Mortgages and Deeds of Trust. Mortgages and deeds of trust, or any other reasonable security instrument are permitted to be placed upon the Property only for the purpose of securing loans for the purpose of financing the rehabilitation of the Property, and other expenditures reasonably necessary for the improvement or operation of the Property. Borrower shall not enter into any conveyance for such financing that is not contemplated in the Financing Plan as it may be updated with City approval, without the prior written approval of the City's Authorized Representative or his or her designee. As used herein, the terms "mortgage" and "deed of trust" shall mean any security instrument used in financing real estate acquisition, construction and land development.

8.2 Subordination. The City agrees that City will consider reasonable requests for subordination of the Deed of Trust to deeds of trust provided for the benefit of lenders providing financing for the rehabilitation or improvement of the Property that are identified in the approved Financing Plan, as it may be updated with City approval, provided that the instruments effecting such subordination include reasonable protections to the City in the event of default, including without limitation, extended notice and cure rights. The Regulatory Agreement shall remain unsubordinated.

8.3 Notice of Default and Lender Right to Cure. Whenever City delivers any notice of default hereunder, City shall concurrently deliver a copy of such notice to each holder of record of any mortgage or deed of trust secured by the Property, provided that City has been provided with the address for delivery of such notice. City shall have no liability to any such holder for any failure by the City to provide such notice to such holder. Each such holder shall have the right, but not the obligation, at its option, to cure or remedy any such default or breach within the cure period provided to Borrower. In the event that possession of the Property (or any portion thereof) is required to effectuate such cure or remedy, the holder shall be deemed to have timely cured or remedied the default if it commences the proceedings necessary to obtain possession of the Property, as applicable, within the applicable cure period, diligently pursues such proceedings to completion, and after obtaining possession, diligently completes such cure or remedy. A holder who chooses to exercise its right to cure or remedy a default or breach shall first notify City of its intent to exercise such right prior to commencing to cure or remedy such default or breach.

8.4 City Right to Cure Defaults. In the event of a breach or default by Borrower under a mortgage or deed of trust secured by the Property, City may cure the default, without acceleration of the subject loan, following prior notice thereof to the holder of such instrument and Borrower. In such event, Borrower shall be liable for, and City shall be entitled to reimbursement from Borrower for all costs and expenses incurred by City associated with and attributable to the curing of the default or breach and such sum shall constitute a part of the indebtedness secured by the Deed of Trust.

8.5 Estoppel Certificates. Either Party shall, at any time, and from time to time, within fifteen (15) days after receipt of written request from the other Party, execute and deliver to such Party a written statement certifying that, to the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties (if such be the case), (ii) this Agreement has not been amended or modified, or if so amended, identifying the amendments, and (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, describing the nature of any such defaults.

ARTICLE IX

DEFAULTS, REMEDIES AND TERMINATION

9.1 Event of Borrower Default. The following events shall constitute an event of default on the part of Borrower hereunder ("**Event of Borrower Default**"):

(a) Borrower fails to commence or complete rehabilitation of the Improvements within the time period set forth in Section 4.1, or subject to Force Majeure, abandons or suspends construction prior to completion for a period of thirty (30) days or more;

(b) Borrower fails to pay when due the principal and interest payable under the Note and such failure continues for ten (10) days after City notifies Borrower thereof in writing;

(c) A Transfer occurs, either voluntarily or involuntarily, in violation of Article VII;

(d) Borrower fails to maintain insurance as required pursuant to this Agreement, and Borrower fails to cure such default within five (5) days;

(e) Borrower fails to pay prior to delinquency taxes or assessments due on the Property or the Improvements or fails to pay when due any other charge that may result in a lien on the Property or the Improvements, and Borrower fails to cure such default within twenty (20) days of the date of delinquency, but in all events prior to the date upon which the holder of any such lien has the right to foreclose thereon;

(f) A default arises under any loan secured by a mortgage, deed of trust or other security instrument recorded against the Property and remains uncured beyond any applicable cure period such that the holder of such security instrument has the right to accelerate repayment of such loan;

(g) Any Borrower representation or warranty contained in this Agreement or in any application, financial statement, certificate or report submitted to the City in connection with this Agreement or Borrower's request for the Loan proves to have been incorrect in any material and adverse respect when made and continues to be materially adverse to the City;

(h) If, pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors ("**Bankruptcy Law**"), Borrower: (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against Borrower in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Borrower; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due;

(i) A court of competent jurisdiction shall have made or entered any decree or order (1) adjudging the Borrower to be bankrupt or insolvent, (2) approving as properly filed a petition seeking reorganization of the Borrower or seeking any arrangement for Borrower under bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (3) appointing a receiver, trustee, liquidator, or assignee of the Borrower in bankruptcy or insolvency or for any of its properties, or (4) directing the winding up or liquidation of the Borrower, in each case if such decree, order, petition, or appointment is not removed or rescinded within sixty (60) days;

(j) The Borrower shall have voluntarily suspended its business or Borrower shall have been dissolved or terminated;

(k) An event of default arises under any City Document and remains uncured beyond any applicable cure period; or

(l) Borrower defaults in the performance of any term, provision, covenant or agreement contained in this Agreement other than an obligation enumerated in this Section 9.1 and unless a shorter cure period is specified for such default, the default continues for ten (10) days in the event of a monetary default or thirty (30) days in the event of a nonmonetary default after the date upon which City shall have given written notice of the default to Borrower; provided however, in the case of a nonmonetary default that in City's reasonable judgment cannot reasonably be cured within thirty (30) days, an Event of Borrower Default shall not arise hereunder if Borrower commences to cure such default within thirty (30) days and thereafter prosecutes such cure to completion with due diligence and in good faith within not later than ninety (90) days following receipt of notice of default.

9.2 City Default. An event of default on the part of City ("**Event of City Default**") shall arise hereunder if City fails to keep, observe, or perform any of its covenants, duties, or obligations under this Agreement, and the default continues for a period of sixty (60) days after written notice thereof from Borrower to City, or in the case of a default which cannot with due diligence be cured within sixty (60) days, City fails to commence to cure the default within sixty (60) days of such notice and thereafter fails to prosecute the curing of such default with due diligence and in good faith to completion.

9.3 City's Right to Terminate Agreement. If an Event of Borrower Default shall occur and be continuing beyond any applicable cure period, then City shall, in addition to other rights available to it under law or this Agreement, have the right to terminate this Agreement. If City makes such election, City shall give written notice to Borrower and to any mortgagee entitled to such notice specifying the nature of the default and stating that this Agreement shall expire and terminate on the date specified in such notice, and upon the date specified in the notice, this Agreement and all rights of Borrower under this Agreement, shall expire and terminate.

9.4 City's Remedies and Rights Upon an Event of Borrower Default. Upon the occurrence of an Event of Borrower Default and the expiration of any applicable cure period, City shall have all remedies available to it under this Agreement or under law or equity, including, but not limited to the following, and City may, at its election, without notice to or demand upon Borrower, except for notices or demands required by law or expressly required pursuant to the City Documents, exercise one or more of the following remedies:

(a) Accelerate and declare the balance of the Note and interest accrued thereon immediately due and payable;

(b) Seek specific performance to enforce the terms of the City Documents;

(c) Foreclose on the Property pursuant to the Deed of Trust;

(d) Terminate this Agreement pursuant to Section 9.3;

(e) Pursue any and all other remedies available under this Agreement or under law or equity to enforce the terms of the City Documents and City's rights thereunder.

9.5 Borrower's Remedies Upon an Event of City Default. Upon the occurrence of an Event of City Default, Borrower's sole remedy shall be the right to bring an action for equitable relief seeking the specific performance of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of such terms and conditions. In no event shall Borrower or its assignees or successors in interest be entitled to seek an award of damages in the event of City breach of this Agreement.

9.6 Remedies Cumulative; No Consequential Damages. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different time, of any other rights or remedies for the same or any other default by the other Party.

9.7 Inaction Not a Waiver of Default. No failure or delay by either Party in asserting any of its rights and remedies as to any default shall operate as a waiver of such default or of any such rights or remedies, nor deprive either Party of its rights to institute and maintain any action or proceeding which it may deem necessary to protect, assert or enforce any such rights or remedies in the same or any subsequent default.

ARTICLE X

INDEMNITY AND INSURANCE

10.1 Indemnity. To the greatest extent allowed by law, Borrower shall indemnify, defend (with counsel approved by City) and hold the Indemnitees harmless from and against any and all Claims that directly or indirectly, in whole or in part, are caused by, arise in connection with, or are alleged to be caused by, or arise in connection with, the rehabilitation, construction, operation, ownership, management, or maintenance of the Property or the Improvements, or any part thereof by Borrower or Borrower's contractors, subcontractors, agents, employees, tenants, invitees, or any other party acting for or on behalf of Borrower, or otherwise arising out of or in connection with Borrower's performance or failure to perform under this Agreement, including without limitation, Claims arising or alleged to have arisen in connection with any violation of Applicable Laws in connection with the ownership, rehabilitation, construction, operation, management, or maintenance of the Property, or relating to approval of this Agreement, whether or not any insurance policies shall have been determined to be applicable to any such Claims. Borrower's indemnification obligations under this Section 10.1 shall not extend to Claims to the extent arising from the gross negligence or willful misconduct of Indemnitees. The provisions of this Section 10.1 shall survive the expiration or earlier termination of this Agreement and are subject to the additional terms set forth in Section 10.3.

10.2 Liability, Workers Compensation, and Property Insurance. Borrower shall comply with all requirements set forth in Exhibit G attached hereto and incorporated herein.

10.3 Terms Applicable to Indemnity Provisions. The terms set forth in this Section 10.3 shall apply to all provisions of this Agreement that pertain to Borrower's obligations to indemnify City and the other Indemnitees, including without limitation, Sections 4.11, 4.14, 4.15, 5.3.2, 6.2, 10.1, and 11.1. In connection with each such provision, all of the following shall apply:

(a) City does not and shall not waive any rights against Borrower that it may have by reason of any indemnity and hold harmless provision set forth in this Agreement because of the acceptance by City, or the deposit with City by Borrower, of any of the insurance policies described in this Agreement.

(b) Borrower's obligation to indemnify the Indemnitees shall not be limited or impaired by any of the following: (i) any amendment or modification of any City Document; (ii) any extensions of time for performance required by any City Document; (iii) any provision in any of the City Documents limiting City's recourse to property securing the Secured Obligations (as defined in the Deed of Trust), or limiting the personal liability of Borrower, or any other party for payment of all or any part of the Loan; (iv) the accuracy or inaccuracy of any representation and warranty made by Borrower under this Agreement or by Borrower or any other party under any City Document, (v) the release of Borrower or any other person, by City or by operation of law, from performance of any obligation under any City Document; (vi) the release or substitution in whole or in part of any security for repayment of the Loan; and (vii) City's failure to properly perfect any lien or security interest given as security for repayment of the Loan.

(c) The obligation of Borrower to indemnify the Indemnitees shall survive any repayment or discharge of the indebtedness evidenced by the Note, any foreclosure proceeding, any foreclosure sale, any delivery of any deed in lieu of foreclosure, any release of record of the lien of the Deed of Trust, and the expiration or earlier termination of this Agreement.

ARTICLE XI

MISCELLANEOUS PROVISIONS

11.1 No Brokers. Each Party warrants and represents to the other that no person or entity can properly claim a right to a real estate commission, brokerage fee, finder's fee, or other compensation with respect to the transactions contemplated by this Agreement. Each Party agrees to defend, indemnify and hold harmless the other Party from any claims, expenses, costs or liabilities arising in connection with a breach of this warranty and representation. The terms of this Section shall survive the close of escrow and the expiration or earlier termination of this Agreement.

11.2 Enforced Delay; Extension of Times of Performance. The time for performance of provisions of this Agreement by either Party shall be extended for a period equal to the period of any delay directly affecting the Property or this Agreement which is caused by war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of a public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, suits filed by unrelated third parties concerning or arising out of this Agreement or unseasonable weather conditions ("**Force Majeure**"). An extension of time for any of the above-specified causes will be deemed granted only if written notice by the Party claiming such extension is sent to the other Party within ten (10) calendar days from the commencement of the cause.

Times of performance under this Agreement may also be extended in writing by the mutual agreement of Borrower and City (acting in the discretion of the City's Authorized Representative unless he or she determines in his or her discretion to refer such matter to the City Council). City and Borrower acknowledge that, notwithstanding any contrary provision of this Agreement, adverse changes in economic conditions, either of the affected Party specifically or the economy generally, changes in market conditions or demand, and/or inability to obtain financing to complete the Project shall not constitute grounds of enforced delay pursuant to this Section. Each Party expressly assumes the risk of such adverse economic or market changes and/or financial inability, whether or not foreseeable as of the Effective Date.

11.3 Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement or any other City Document shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Parties in accordance with this Section. All such notices shall be sent by: (i) personal delivery, in which case notice is effective upon delivery; (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt; or (iii) nationally

recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

City:	City of Livermore 1052 S. Livermore Avenue Livermore, CA 94550 Attention: Health and Human Services Manager
With a copy to:	City of Livermore 1052 S. Livermore Avenue Livermore, CA 94550 Attention: City Manager
Borrower:	Tri Valley REACH, Inc. P.O. Box 5564 Pleasanton, CA 94566 Attention: Board President

11.4 Attorneys' Fees. If either Party fails to perform any of its obligations under this Agreement, or if any dispute arises between the Parties concerning the meaning or interpretation of any provision hereof, then the prevailing Party in any proceeding in connection with such dispute shall be entitled to the costs and expenses it incurs on account thereof and in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements.

11.5 Waivers; Modification. No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving Party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the Party granting the extension. This Agreement may be amended or modified only by a written instrument executed by the Parties.

11.6 Binding on Successors. Subject to the restrictions on Transfers set forth in Article VII, this Agreement shall bind and inure to the benefit of the Parties and their respective permitted successors and assigns. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any permitted successor and assign of such Party who has acquired an interest in compliance with this Agreement or under law.

11.7 Survival. All representations made by Borrower hereunder, Borrower's obligations pursuant to Sections 4.11, 4.14, 4.15, 5.3.2, 6.2, 10.1 and 11.1, and all other provisions that expressly so state, shall survive the Close of Escrow and the expiration or termination of this Agreement.

11.8 Headings; Interpretation; Statutory References. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Agreement. Except as otherwise expressly stated herein, any reference to a particular section of this

Agreement shall mean a reference to all subsections of such section. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since both Parties have participated in the negotiation and drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it. All references in the City Documents to particular statutes, regulations, ordinances or resolutions of the United States, the State of California, or the City of Livermore shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

11.9 Action or Approval. Whenever action and/or approval by City is required under this Agreement, the City's Authorized Representative or his or her designee may act on and/or approve such matter unless specifically provided otherwise, or unless the City's Authorized Representative determines in his or her discretion that such action or approval requires referral to City Council for consideration.

11.10 Entire Agreement. This Agreement, including Exhibits A through G attached hereto and incorporated herein by this reference, together with the other City Documents contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, representations or statements between the Parties with respect to the subject matter hereof. If the Exhibits to this Agreement are inconsistent with this Agreement, the more restrictive requirements shall control, as determined by the City's Authorized Representative. In the event of a conflict between this Agreement and the other City Documents, the more restrictive requirements shall control, as determined by the City's Authorized Representative.

11.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall constitute one instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by the other Party. Any executed counterpart of this Agreement may be delivered to the other Party by facsimile and shall be deemed as binding as if an originally signed counterpart was delivered.

11.12 Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability.

11.13 No Third Party Beneficiaries. Except as expressly set forth herein, nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

11.14 Parties Not Co-Venturers; Independent Contractor; No Agency Relationship. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of Borrower and City is and shall remain solely that of a debtor and a creditor, and shall not be construed as a joint venture, equity

venture, partnership or any other relationship. City neither undertakes nor assumes any responsibility or duty to Borrower (except as expressly provided in this Agreement) or to any third party with respect to the Property or the Loan. Borrower and its employees are not employees of City but rather are, and shall always be considered independent contractors. Furthermore, Borrower and its employees shall at no time hold themselves out as employees or agents of City. Except as City may specify in writing, Borrower shall not have any authority to act as an agent of City or to bind City to any obligation.

11.15 Time of the Essence; Calculation of Time Periods. Time is of the essence for each condition, term, obligation and provision of this Agreement. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a business day, in which event the period shall run until the next business day. The final day of any such period shall be deemed to end at 5:00 p.m., local time at the Property. For purposes of this Agreement, a "business day" means a day that is not a Saturday, Sunday, a federal holiday or a state holiday under the laws of the State of California.

11.16 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Alameda County, California or in the Federal District Court for the Northern District of California.

11.17 Inspection of Property, Books and Records. Borrower shall keep and maintain at the Property or elsewhere with City's consent, full, complete, and accurate books, records, and accounts relating to the Project, including such books, records, and accounts necessary to document Borrower's compliance with this Agreement and the City Documents, including without limitation, the records required to substantiate compliance with Prevailing Wage Laws and Relocation Laws, the calculation of payments required under the Note, and the records required to substantiate compliance with the Regulatory Agreement. Upon request, Borrower shall permit the City to inspect at reasonable times and on a confidential basis those books, records and all other documents of Borrower necessary to determine Borrower's compliance with the terms of this Agreement and the City Documents.

For the purpose of monitoring compliance with the City Documents, including the Regulatory Agreement, City shall have the right to enter upon the Property during normal business hours following at least 48 hours' written notice (except in the case of emergency in which case such notice as may be practical under the circumstances shall be provided), to conduct inspections of the Property, subject to reasonable safety rules and regulations which may be established by Borrower.

11.18 Political Activity. None of the funds, materials, property or services contributed by City to Borrower under this Agreement shall be used for any partisan political activity or the election or defeat of any candidate for public office.

11.19 Non-Liability of City Officials, Employees and Agents. No member, official, employee or agent of the City shall be personally liable to the Borrower in the event of any default or breach by the City or for any amount which may become due to the Borrower or its successor or on any obligation under the terms of this Agreement.

11.20 Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no person described in subsection (b) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. The Borrower shall exercise due diligence to ensure that the prohibition in this Section is followed.

(b) In accordance with Government Code Section 1090 and the Political Reform Act, Government Code Section 87100 *et seq.,* no person who is a director, officer, partner, trustee or employee or consultant of the Borrower, or immediate family member of any of the preceding, shall make or participate in a decision, made by the City or a City board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or the Borrower. Interpretation of this Section shall be governed by the definitions and provisions used in the Political Reform Act, Government Code Section 87100 *et seq.,* its implementing regulations manual and codes, and Government Code Section 1090.

SIGNATURES ON FOLLOWING PAGES.

IN WITNESS WHEREOF, the Parties have entered into this Affordable Housing Loan Agreement effective as of the date first written above.

BORROWER:

Tri-Valley REACH, Inc., a California nonprofit public benefit corporation

By: _____

Print Name: PATRICK J. O'BRIEN

Title: TREASURER

CITY:

City of Livermore, a municipal corporation

By: _____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Exhibit A

LEGAL DESCRIPTION OF THE PROPERTY

For APN/Parcel ID: 099-1084-047-00

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 34 AS SHOWN ON THE MAP OF TRACT 2010, LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, FILED AUGUST 10, 1960 IN BOOK 42 OF MAPS, AT PAGES 39 AND 40, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

Exhibit B

SCOPE OF WORK

Project Location: 4355 Colgate Avenue Livermore, California

Eligible Activity: Rehabilitate existing supportive shared housing properties, including the replacement of major systems and upgrades

Project Description: Rehabilitation of the Lily House supportive shared housing site as described in the project proposal. Interior and exterior rehabilitation work at the Property will include electrical and plumbing system improvements, repairs in the kitchen, bathrooms, and living room, flooring upgrades, walkway and exterior siding repair, and landscape design and implementation.

Project Budget:

Activity	**Vendor**	**Estimated Cost**
Electrical, Bath, Exterior Walkway, and Door Repair	Hubeymar Construction	35,150
Flooring Upgrades	Abbey Carpets	20,975
Sewer Repair and Upgrades	Barnett Plumbing	6,850
Landscaping & Sidewalk	Sierra Landscape	18,000
Siding & Kitchen Repair	UCBM	2,450
Project Contingency		8,343
	Total:	**$91,768**

Exhibit C

FORM OF NOTE
SECURED PROMISSORY NOTE

Supportive Shared Housing Rehabilitation and Expansion Program

$91,768

Livermore, California

_____, 20__

FOR VALUE RECEIVED, Tri-Valley REACH, Inc., a California nonprofit public benefit corporation ("**Borrower**"), promises to pay to the City of Livermore, a municipal corporation (the "**City**"), in lawful money of the United States of America the principal sum of Ninety-One Thousand Seven Hundred and Sixty-Eight Dollars ($91,768)or so much thereof as may be advanced by City pursuant to the Loan Agreement described below, together with interest on the outstanding principal balance in accordance with the terms and conditions described herein. Interest shall accrue on the principal balance of this Note outstanding from time to time at the rate of three percent (3%) simple annual interest. Interest shall be calculated on the basis of a year of 365 days, and charged for the actual number of days elapsed.

This Secured Promissory Note (this "**Note**") has been executed and delivered pursuant to and in accordance with that certain Affordable Housing Loan Agreement, dated as of the date hereof and executed by and between City and Borrower (the "**Loan Agreement**"), and is subject to the terms and conditions of the Loan Agreement, which is by this reference incorporated herein and made a part hereof. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Loan Agreement.

This Note is secured by a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing ("**Deed of Trust**") dated as of the date hereof, executed by Borrower as trustor for the benefit of City and encumbering the property described therein. The City shall be entitled to the benefits of the security provided by the Deed of Trust and shall have the right to enforce the covenants and agreements contained herein, in the Deed of Trust, the Loan Agreement, and that certain Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants dated as of the date hereof, executed by and between City and Borrower and recorded in the Official Records of Alameda County (the "**Regulatory Agreement**"). The rent restrictions and other requirements set forth in the Regulatory Agreement shall remain effective for the full term of the Regulatory Agreement and shall survive the repayment of this Note. The Loan Agreement, this Note, the Regulatory Agreement, and the Deed of Trust are collectively referred to herein as the "**City Documents**."

1. PAYMENTS.

1.1 ANNUAL PAYMENT DATES; MATURITY DATE. Annual payments toward principal and interest accrued on this Note shall be payable on a residual receipts basis with fifty

percent (50%) of all Surplus Cash (defined below) payable to City. Payments shall be credited first to any unpaid late charges and other costs and fees then due, then to accrued interest, and then to principal. In no event shall any amount due under this Note become subject to any rights, offset, deduction or counterclaim on the part of Borrower. The entire outstanding principal balance of this Note, together with interest accrued thereon and all other sums accrued hereunder shall be payable in full on the date (the "**Maturity Date**") which is the fifty-fifth (55th) anniversary of the date hereof.

1.2 ANNUAL PAYMENTS FROM SURPLUS CASH. By not later than July 1 of each year, Borrower shall pay to City fifty percent (50%) of Surplus Cash generated by the Property during the previous calendar year to reduce the indebtedness owed under this Note.

By not later than May 1 of each year, Borrower shall provide to City Borrower's calculation of Surplus Cash for the previous calendar year, accompanied by such supporting documentation as City may reasonably request to substantiate Borrower's calculation of Surplus Cash, including without limitation, an independent audit prepared for the Project by a certified public accountant in accordance with generally accepted accounting principles. The annual report shall include, without limitation, a Project income and expense statement and an accounting of deposits to and withdrawals from the Project replacement reserve and operating reserve. The City shall have the right to inspect and audit Borrower's books and records concerning the calculation of Surplus Cash, and to object within forty-five (45) days from receipt of the report. Failure to timely object shall be deemed acceptance of the report. If City does object, City shall specify the reasons for its disapproval, and Borrower shall have thirty (30) days to reconcile any disapproved item. If Borrower and City cannot agree on the amount of Surplus Cash, an independent auditor mutually selected by Borrower and City shall resolve any disputed items. The cost of the auditor shall be shared equally by Borrower and City.

By not later than May 1 of each year, Borrower shall provide to City a proposed budget for the following calendar year which shall include estimated Project revenue, expenses, and debt service, and an estimate of Surplus Cash. City will review the proposed budget and, if acceptable, approve it, which approval shall not be unreasonably withheld, provided, however, if the proposed budget has not been rejected by City within forty-five (45) days of receipt, City shall be deemed to have accepted the budget. If the budget is not acceptable, City shall specify the reasons for disapproval. Once approved, any changes to the budget that exceed ten percent (10%) of the total budget shall require City's prior written consent, which consent shall not be unreasonably withheld. Upon City's request, the budget shall include a long-term capital needs and replacement reserve plan supported by a physical needs assessment prepared by a third-party at Borrower's expense.

1.2.1 "**Surplus Cash**" shall mean for each calendar year during the term hereof, the amount by which Gross Revenue (defined below) exceeds Annual Operating Expenses (defined below) for the Project. Surplus Cash shall also include net cash proceeds realized from any refinancing of the Property, less fees and closing costs reasonably incurred in connection with such refinancing, and any City-approved uses of the net cash proceeds of the refinancing.

1.2.2 "**Gross Revenue**" shall mean for each calendar year during the term hereof, all revenue, income, receipts and other consideration actually received by Borrower from

the operation and leasing of the Project. Gross Revenue shall include, but not be limited to: all rents, fees and charges paid by tenants; Section 8 payments and other rental or operating subsidies; deposits forfeited by tenants; all cancellation fees, price index adjustments and any other rental adjustments to leases or rental agreements; proceeds from vending and laundry room machines; the proceeds of business interruption or similar insurance; and the proceeds of casualty insurance not required to be paid to the holders of Approved Senior Loans (provided however, expenditure of such proceeds for repair or restoration of the Project shall be included within Annual Operating Expenses in the year of the expenditure and with City's written consent, proceeds of casualty insurance may be excluded from Gross Revenue until the year such proceeds will be expended for repair or restoration of the Project provided that Borrower provides adequate assurance that such proceeds will be expended for such purposes); condemnation awards for a taking of part or all of the Property or the Improvements for a temporary period; and the fair market value of any goods or services provided to Borrower in consideration for the leasing or other use of any part of the Project. Gross Revenue shall include any release of funds from replacement and other reserve accounts to Borrower other than for costs associated with the Project. Gross Revenue shall not include tenant security deposits, loan or grant proceeds, capital contributions, or similar advances.

1.2.3 "**Annual Operating Expenses**" shall mean for each calendar year during term hereof, the following costs reasonably and actually incurred for the operation and maintenance of the Property and the Improvements to the extent that they are substantiated by such documentation as City may reasonably require: property taxes and assessments; debt service currently due and payable on a non-optional basis (excluding debt service due from residual receipts or surplus cash of the Project) on loans which have been approved in writing by the City and which are secured by deeds of trust senior in priority to the Deed of Trust ("**Approved Senior Loans**"); property management fees and reimbursements in amounts in accordance with industry standards for similar residential projects and paid pursuant to a property management agreement approved by City; premiums for property damage and liability insurance; utility service costs not paid for directly or indirectly by tenants; maintenance and repair costs; fees for licenses and permits required for the operation of the Project; expenses for security services; advertising and marketing costs; accounting costs; payment of deductibles in connection with casualty insurance claims not paid from reserves; tenant services; the amount of uninsured losses actually replaced, repaired or restored and not paid from reserves; cash deposits into reserves for capital replacements and operating expenses in the amount specified in the City Documents or reasonably approved by the City; annual monitoring fees, if any, payable to the City or other public agencies in connection with loans provided for the Property; and other ordinary and reasonable operating expenses approved by City.

1.2.4 EXCLUSIONS FROM ANNUAL OPERATING EXPENSES. For the purpose of calculating Surplus Cash, except to the extent expressly permitted pursuant to Section 1.2.3 above, Annual Operating Expenses shall exclude the following: incentive management fees, developer fees, interest on deferred developer fees, contributions to Project reserves except as provided in Section 1.2.3; debt service payments on any loan which is not an Approved Senior Loan, including without limitation, unsecured loans, sponsor loans, or loans secured by deeds of trust that are subordinate to the Deed of Trust; depreciation, amortization, depletion and other non-cash expenses; expenses paid for with disbursements from any reserve account; capital expenditures unless approved in advance by City; distributions to partners; and any amount paid

to Borrower, or any entity controlled by the persons or entities that own or that are in control of Borrower or any general partner of Borrower. Notwithstanding the foregoing limitation regarding payments to Borrower and related parties, the following fees shall be included in Annual Operating Expenses, subject to applicable limitations set forth in Section 1.2.3 above, even if paid to Borrower or an affiliate of Borrower: fees paid to a property management agent, resident services agent, or social services agent pursuant to a property management agreement or services agreement approved by City; and subject to Section 1.2.5, repayment of cash advances by Borrower to cover Property operating expense deficits or emergency cash needs of the Project. Payments to Borrower or affiliates in excess of the limitations set forth in Section 1.2.3 shall not be counted toward Annual Operating Expenses for the purpose of calculating Surplus Cash but may be paid from Borrower's share of Surplus Cash.

1.2.5 ADJUSTMENT TO OPERATING EXPENSES. Notwithstanding anything to the contrary set forth herein, for the purpose of calculating Surplus Cash, Annual Operating Expenses shall include the repayment of operating deficit loans provided by Borrower provided however, interest payable on such loans may be included in Annual Operating Expenses only in an amount equivalent to the lesser of (i) interest accrued at the actual interest rate charged for the loan, or (ii) interest accrued at a rate equal to the Applicable Federal Rate.

1.3 DUE ON SALE. The entire unpaid principal balance and all interest and other sums accrued hereunder shall be due and payable upon the Transfer (as defined in the Regulatory Agreement) absent City consent, of all or any part of the Property or any interest therein other than a Transfer permitted without City consent pursuant to the Regulatory Agreement. Without limiting the generality of the foregoing, this Note shall not be assumable without City's prior written consent, which consent may be granted or denied in City's sole discretion.

1.4 PREPAYMENT. Borrower may, without premium or penalty, at any time and from time to time, prepay all or any portion of the outstanding principal balance due under this Note, provided that each such prepayment is accompanied by accrued interest on the amount of principal prepaid calculated to the date of such prepayment. Prepayments shall be applied first to any unpaid late charges and other costs and fees then due, then to accrued but unpaid interest, and then to principal. The Regulatory Agreement shall remain in full force for the entire term thereof regardless of any prepayment of this Note.

1.5 MANNER OF PAYMENT. All payments of principal and interest on this Note shall be made to City at 1052 S. Livermore Avenue, Livermore, CA 94550, or such other place as City shall designate to Borrower in writing, or by wire transfer of immediately available funds to an account designated by City in writing.

2. DEFAULTS AND REMEDIES.

2.1 EVENTS OF DEFAULT. The occurrence of any one or more of the following events shall constitute an event of default hereunder ("**Event of Default**"):

(A) Borrower fails to pay when due the principal and interest payable hereunder and such failure continues for ten (10) days after City notifies Borrower thereof in writing.

(B) Pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors ("**Bankruptcy Law**"), Borrower (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against Borrower in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Borrower; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due.

(C) A court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (i) is for relief against Borrower in an involuntary case, (ii) appoints a trustee, receiver, assignee, liquidator or similar official for Borrower or substantially all of Borrower's assets, (iii) orders the liquidation of Borrower, or (iv) issues or levies a judgment, writ, warrant of attachment or similar process against the Property, and in each case the order or decree is not released, vacated, dismissed or fully bonded within sixty (60) days after its issuance.

(D) The occurrence of a Transfer in violation of the Loan Agreement or the Regulatory Agreement.

(E) The holder of any debt instrument secured by a mortgage or deed of trust on the Property declares a default, and such default remains uncured beyond any applicable cure period such that the holder of such instrument has the right to accelerate payment thereunder.

(F) Borrower fails to maintain insurance as required pursuant to the City Documents and Borrower fails to cure such default within five (5) days.

(G) Subject to Borrower's right to contest the following charges pursuant to the City Documents, if Borrower fails to pay taxes or assessments due on the Property or fails to pay any other charge that may result in a lien on the Property, and Borrower fails to cure such default within twenty (20) days of the delinquency, but in all events prior to the date upon which he holder of any such lien has the right to foreclose thereon.

(H) If any representation or warranty contained in any City Document, or any certificate furnished in connection therewith, or in connection with any request for disbursement of the proceeds of the Loan proves to have been false or misleading in any material adverse respect when made and continues to be materially adverse to the City.

(I) An Event of Default shall have been declared under the Loan Agreement or any other City Document, including without limitation, the Regulatory Agreement, and remains uncured beyond the expiration of the applicable cure period.

2.2 REMEDIES. Upon the occurrence of an Event of Default hereunder, City may, at its option (i) by written notice to Borrower, declare the entire unpaid principal balance of this Note, together with all accrued interest thereon and all sums due hereunder, immediately due and payable regardless of any prior forbearance, (ii) exercise any and all rights and remedies available to it under applicable law, and (iii) exercise any and all rights and remedies available to City under this Note and the other City Documents, including without limitation the right to pursue foreclosure under the Deed of Trust. Borrower shall pay all reasonable costs and expenses incurred by or on behalf of City including, without limitation, reasonable attorneys' fees, incurred in connection with City's enforcement of this Note and the exercise of any or all of

its rights and remedies hereunder and all such sums shall be a part of the indebtedness secured by the Deed of Trust. The rights and remedies of City under this Note shall be cumulative and not alternative.

2.3 DEFAULT RATE. Upon the occurrence of an Event of Default, interest shall automatically be increased without notice to the rate of the lesser of ten percent (10%) per annum or the maximum rate permitted by law (the "**Default Rate**"); provided however, if any payment due hereunder is not paid when due, the Default Rate shall apply commencing upon the due date for such payment. When Borrower is no longer in default, the Default Rate shall no longer apply, and the interest rate shall once again be the rate specified in the first paragraph of this Note. Notwithstanding the foregoing provisions, if the interest rate charged exceeds the maximum legal rate of interest, the rate shall be the maximum rate permitted by law. The imposition or acceptance of the Default Rate shall in no event constitute a waiver of a default under this Note or prevent City from exercising any of its other rights or remedies.

3. MISCELLANEOUS.

3.1 WAIVERS; AMENDMENTS; BORROWER'S WAIVERS. No waiver by City of any right or remedy under this Note shall be effective unless in a writing signed by City. Neither the failure nor any delay in exercising any right, power or privilege under this Note will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege by City will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver that may be given by City will be applicable except in the specific instance for which it is given. No notice to or demand on Borrower will be deemed to be a waiver of any obligation of Borrower or of the right of City to take further action without notice or demand as provided in this Note. There shall be no amendment to or modification of this Note except by written instrument executed by Borrower and City.

To the maximum extent permitted by applicable law Borrower hereby waives presentment, demand, protest, notices of dishonor and of protest and all defenses and pleas on the grounds of any extension or extensions of the time of payment or of any due date under this Note, in whole or in part, whether before or after maturity and with or without notice.

3.2 NOTICES. Any notice required or permitted to be given hereunder shall be given in accordance with Section 12.3 of the Loan Agreement.

3.3 SEVERABILITY. If any provision in this Note is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Note will remain in full force and effect. Any provision of this Note held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

3.4 GOVERNING LAW; VENUE. This Note shall be governed by the laws of the State of California without regard to principles of conflicts of laws. Any legal action filed in connection with this Note shall be filed in the Superior Court of Alameda County, California, or in the Federal District Court for the Northern District of California.

3.5 PARTIES IN INTEREST. This Note shall bind Borrower and its successors and assigns and shall accrue to the benefit of City and its successors and assigns.

3.6 SECTION HEADINGS, CONSTRUCTION. The headings of Sections in this Note are provided for convenience only and will not affect its construction or interpretation.

3.7 RELATIONSHIP OF THE PARTIES. The relationship of Borrower and City under this Note is solely that of borrower and lender, and the loan evidenced by this Note and secured by the Deed of Trust will in no manner make City the partner or joint venturer of Borrower.

3.8 TIME IS OF THE ESSENCE. Time is of the essence with respect to every provision of this Note.

3.9 NONRECOURSE. Except as expressly provided in this Section 3.9, Borrower shall have no personal liability for payment of the principal of, or interest on, this Note, and the sole recourse of City with respect to the payment of the principal of, and interest on, this Note shall be to the Property and any other collateral held by City as security for this Note; provided however, nothing contained in the foregoing limitation of liability shall:

(A) impair the enforcement against all such security for the Loan of all the rights and remedies of the City under the Deed of Trust as such may be amended, modified, or restated from time to time;

(B) impair the right of City to bring a foreclosure action, action for specific performance or other appropriate action or proceeding to enable City to enforce and realize upon the Deed of Trust, the interest in the Property created thereby and any other collateral given to City in connection with the indebtedness evidenced hereby and to name the Borrower as party defendant in any such action;

(C) be deemed in any way to impair the right of the City to assert the unpaid principal amount of the Loan as a demand for money within the meaning of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto;

(D) constitute a waiver of any right which City may have under any bankruptcy law to file a claim for the full amount of the indebtedness owed to City hereunder or to require that the Property shall continue to secure all of the indebtedness owed to City hereunder in accordance with this Note and the Deed of Trust; or

(E) limit or restrict the ability of City to seek or obtain a judgment against Borrower to (1) recover under any provision of the City Documents that obligates Borrower to indemnify City, or (2) recover from Borrower compensatory damages as well as other costs and expenses incurred by City (including without limitation reasonable attorneys' fees and expenses) arising as a result of the occurrence of any of the following: (a) any fraud or intentional misrepresentation on the part of the Borrower or any officer, director or authorized representative of Borrower in connection with the request for or creation of the Loan, or in any City Document, or in connection with any request for any action or consent by City in connection with the Loan; (b) any failure to maintain insurance as required pursuant to the City Documents; (c) failure to pay taxes, assessments or other charges which may become liens on the Property (subject to the right to contest as set forth in the Loan

Agreement); (d) the violation of the Borrower's obligations under Article VI of the Loan Agreement or Section 7.11 of the Deed of Trust (pertaining to environmental matters); (e) the occurrence of any act or omission of Borrower that results in waste to or of the Property and which has a material adverse effect on the value of the Property; (f) the removal or disposal of any personal property or fixtures or the retention of rents, insurance proceeds, or condemnation awards in violation of the Deed of Trust; (g) the material misapplication of the proceeds of any insurance policy or award resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property; and (h) the failure of Borrower to pay all amounts payable under this Note in full if Borrower Transfers the Property in violation of the City Documents.

IN WITNESS WHEREOF, Borrower has executed and delivered this Secured Promissory Note as of the date first written above.

BORROWER:

Tri-Valley REACH, Inc., a California nonprofit public benefit corporation
By:_____

Print Name:_____

Title:_____

Exhibit D

FORM OF DEED OF TRUST

DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING

Supportive Shared Housing Rehabilitation and Expansion Program

THIS DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("**Deed of Trust**") is made as of _____, 20__, by Tri-Valley REACH, Inc., a California nonprofit public benefit corporation ("**Trustor**") to Chicago Title Company as trustee ("**Trustee**"), for the benefit of the City of Livermore, a municipal corporation ("**Beneficiary**").

RECITALS

A. Trustor owns fee simple title to the land described in Exhibit A attached hereto and incorporated herein by this reference (the "**Land**"). The Land is located in the City of Livermore, Alameda County, California.

B. Beneficiary and Trustor have entered into an unrecorded Affordable Housing Loan Agreement dated as of the date hereof (the "**Loan Agreement**") pursuant to which Beneficiary is providing a loan to Trustor in the amount of Ninety-One Thousand Seven Hundred and Sixty-Eight Dollars ($91,768) (the "**Loan**") for the purpose of partially financing Trustor's rehabilitation of the Property. Trustor has issued to Beneficiary a promissory note dated as of the date hereof (the "**Note**") to evidence Trustor's obligation to repay the Loan. In addition, Trustor and Beneficiary have executed an Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants dated as of the date hereof (the "**Regulatory Agreement**") which imposes certain rent an occupancy restrictions and which shall be recorded substantially concurrently with this Deed of Trust. The Note, the Loan Agreement, the Regulatory Agreement and this Deed of Trust, as any of the foregoing instruments may be modified, supplemented, amended, renewed or extended, are hereinafter referred to as the "**City Documents**").

C. As a condition precedent to the making of the Loan, Beneficiary has required that Trustor enter into this Deed of Trust and grant to Trustee for the benefit of Beneficiary, a lien and security interest in the Property (defined below) to secure repayment of the Note and performance of Trustor's obligations under the Loan Agreement and the other City Documents.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows.

1. Grant in Trust. In consideration of the foregoing and for the purpose of securing payment and performance of the Secured Obligations defined and described in Section 2, Trustor hereby irrevocably and unconditionally grants, conveys, transfers and assigns to Trustee, in trust for the benefit of Beneficiary, with power of sale and right of entry and possession, all estate, right, title

and interest which Trustor now has or may later acquire in and to the Land, and all of the following, whether presently owned or hereafter acquired:

a. All buildings, structures, and improvements, now or hereafter located or constructed on the Land ("**Improvements**");

b. All appurtenances, easements, rights of way, pipes, transmission lines or wires and other rights used in connection with the Land or the Improvements or as a means of access thereto, whether now or hereafter owned or constructed or placed upon or in the Land or Improvements and all existing and future privileges, rights, franchises and tenements of the Land, including all minerals, oils, gas and other commercially valuable substances which may be in, under or produced from any part of the Land, and all water rights, rights of way, gores or strips of land, and any land lying in the streets, ways, and alleys, open or proposed, in front of or adjoining the Land and Improvements (collectively, "**Appurtenances**");

c. All machinery, equipment, fixtures, goods and other personal property of the Trustor, whether moveable or not, now owned or hereafter acquired by the Trustor and now or hereafter located at or used in connection with the Land, the Improvements or Appurtenances, and all improvements, restorations, replacements, repairs, additions or substitutions thereto (collectively, "**Equipment**");

d. All existing and future leases, subleases, licenses, and other agreements relating to the use or occupancy of all or any portion of the Land or Improvements (collectively, "**Leases**"), all amendments, extensions, renewals or modifications thereof, and all rent, royalties, or other payments which may now or hereafter accrue or otherwise become payable thereunder to or for the benefit of Trustor, including but not limited to security deposits (collectively, "**Rents**");

e. All insurance proceeds and any other proceeds from the Land, Improvements, Appurtenances, Equipment, Leases, and Rents, including without limitation, all deposits made with or other security deposits given to utility companies, all claims or demands relating to insurance awards which the Trustor now has or may hereafter acquire, including all advance payments of insurance premiums made by Trustor, and all condemnation awards or payments now or later made in connection with any condemnation or eminent domain proceeding ("**Proceeds**");

f. All revenues, income, rents, royalties, payments and profits produced by the Land, Improvements, Appurtenances and Equipment, whether now owned or hereafter acquired by Trustor ("**Gross Revenues**");

g. All architectural, structural and mechanical plans, specifications, design documents and studies produced in connection with the rehabilitation and construction of the Improvements (collectively, "**Plans**"); and

h. All interests and rights in any private or governmental grants, subsidies, loans or other financing provided in connection with the rehabilitation and construction of the Improvements (collectively, "**Financing**").

All of the above-referenced interests of Trustor in the Land, Improvements, Appurtenances, Equipment, Leases, Rents, Proceeds, Gross Revenues, Plans and Financing as hereby conveyed to Trustee or made subject to the security interest herein described are collectively referred to herein as the "**Property**."

2. Obligations Secured. This Deed of Trust is given for the purpose of securing payment and performance of the following (collectively, the "**Secured Obligations**"): (i) all present and future indebtedness evidenced by the Note and any amendment thereof, including principal, interest and all other amounts payable under the terms of the Note; (ii) all present and future obligations of Trustor to Beneficiary under the City Documents; (iii) all additional present and future obligations of Trustor to Beneficiary under any other agreement or instrument acknowledged by Trustor (whether existing now or in the future) which states that it is or such obligations are, secured by this Deed of Trust; (iv) all obligations of Trustor to Beneficiary under all modifications, supplements, amendments, renewals, or extensions of any of the foregoing, whether evidenced by new or additional documents; and (v) reimbursement of all amounts advanced by or on behalf of Beneficiary to protect Beneficiary's interests under this Deed of Trust or any other City Document.

3. Assignment of Rents, Issues, and Profits. Trustor hereby irrevocably, absolutely, presently and unconditionally assigns to Beneficiary the Rents, royalties, issues, profits, revenue, income and proceeds of the Property. This is an absolute assignment and not an assignment for security only. Beneficiary hereby confers upon Trustor a license to collect and retain such Rents, royalties, issues, profits, revenue, income and proceeds as they become due and payable prior to any Event of Default hereunder. Upon the occurrence of any such Event of Default, Beneficiary may terminate such license without notice to or demand upon Trustor and without regard to the adequacy of any security for the indebtedness hereby secured, and may either in person, by agent, or by a receiver to be appointed by a court, enter upon and take possession of the Property or any part thereof, and sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, to any indebtedness secured hereby, and in such order as Beneficiary may determine. Beneficiary's right to the rents, royalties, issues, profits, revenue, income and proceeds of the Property does not depend upon whether or not Beneficiary takes possession of the Property. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. If an Event of Default occurs while Beneficiary is in possession of all or part of the Property and/or is collecting and applying Rents as permitted under this Deed of Trust, Beneficiary, Trustee and any receiver shall nevertheless be entitled to exercise and invoke every right and remedy afforded any of them under this Deed of Trust and at law or in equity, including the right to exercise the power of sale granted hereunder. Regardless of whether or not Beneficiary, in person or by agent, takes actual possession of the Land or the Improvements, Beneficiary shall not be deemed to be a "mortgagee in possession," shall not be responsible for performing any obligation of Trustor under any Lease, shall not be liable in any manner for the Property, or the use, occupancy, enjoyment or operation of any part of it, and shall not be responsible for any waste committed by Trustor, lessees or any third parties, or for dangerous or defective condition of the Property or any negligence in the management, repair or control of the

Property. Absent Beneficiary's written consent, Trustor shall not accept prepayment of Rents for any rental period exceeding one month.

4. Security Agreement. Trustor intends this Deed of Trust to create a lien on the Property, and an absolute assignment of the Rents and Leases, all in favor of Beneficiary. To the extent that any Property is, or is determined under applicable law to be personal property, Trustor as debtor hereby grants to Beneficiary as secured party a security interest in all such Property to secure payment and performance of the Secured Obligations. This Deed of Trust constitutes a security agreement under the California Uniform Commercial Code, as amended or recodified from time to time (the "**UCC**"), covering all such Property. To the extent such Property is not real property encumbered by the lien granted above, and is not absolutely assigned by the assignment set forth above, Trustor intends that such Property shall constitute "proceeds, products, offspring, rents, or profits" (as defined in and for the purposes of Section 552(b) of the United States Bankruptcy Code, as such section may be modified or supplemented) of the Land and Improvements.

5. Financing Statements. Pursuant to the UCC, Trustor, as debtor, hereby authorizes Beneficiary, as secured party, to file such financing statements and amendments thereof and such continuation statements with respect thereto as Beneficiary may deem appropriate to perfect and preserve Beneficiary's security interest in the Property and Rents, without requiring any signature or further authorization by Trustor. If requested by Beneficiary, Trustor shall pay all fees and costs that Beneficiary may incur in filing such documents in public offices and in obtaining such record searches as Beneficiary may reasonably require. If any financing statement or other document is filed in the records normally pertaining to personal property, that filing shall not be construed as in any way derogating from or impairing this Deed of Trust or the rights or obligations of the parties under it.

6. Fixture Filing. This Deed of Trust is intended to be and constitutes a fixture filing pursuant to the provisions of the UCC with respect to all of the Property constituting fixtures, is being recorded as a fixture financing statement and filing under the UCC, and covers property, goods and equipment which are or are to become fixtures related to the Land and the Improvements. Trustor covenants and agrees that this Deed of Trust is to be filed in the real estate records of Alameda County and shall also operate from the date of such filing as a fixture filing in accordance with Section 9502 and other applicable provisions of the UCC. This Deed of Trust shall also be effective as a financing statement covering minerals or the like (including oil and gas) and accounts subject to the UCC, as amended. Trustor shall be deemed to be the "debtor" and Beneficiary shall be deemed to be the "secured party" for all purposes under the UCC.

7. Trustor's Representations, Warranties and Covenants; Rights and Duties of the Parties.

7.1 Representations and Warranties. Trustor represents and warrants that: (i) Trustor lawfully possesses and holds a fee simple interest in the Land and the Improvements, (ii) Trustor has good and marketable title to all of the Property; (iii) other than as limited by the City Documents, Trustor has the full and unlimited power, right and authority to encumber the Property with this Deed of Trust and assign the Rents as contemplated herein; (iv) subject only to encumbrances of record and senior liens permitted pursuant to the City Documents, or otherwise

approved in writing by Beneficiary ("**Permitted Encumbrances**"), this Deed of Trust creates a valid lien on Trustor's entire interest in the Property free and clear of all deeds of trust, mortgages, security agreements, reservations of title or conditional sales contracts, (v) except with respect to Permitted Encumbrances, Trustor will hold a fee interest in the Improvements Trustor will cause to be constructed on the Land, (vi) there is no financing statement affecting the Property or any part thereof on file in any public office other than as disclosed in writing to Beneficiary; and (vii) the correct address of Trustor's chief executive office is specified in Section 10.2.

7.2 Condition of Property. Trustor represents and warrants that except as disclosed to Beneficiary in writing, as of the date hereof: (i) Trustor has not received any notice from any governmental authority of any threatened or pending zoning, building, fire, or health and safety code violation or violation of other governmental regulations concerning the Property that has not previously been corrected, except as disclosed to Beneficiary in writing, no condition on the Land violates any health, safety, fire, environmental, building, or other federal, state or local law, ordinance or regulation, (ii)) except as disclosed to Beneficiary in writing, no contracts, licenses, leases or commitments regarding the maintenance or use of the Property or allowing any third party rights to use the Property are in force; (iii) there are no threatened or pending actions, suits, or administrative proceedings against or affecting the Property or any portion thereof or the interest of Trustor or in the Property, (iv) there are no threatened or pending condemnation, eminent domain, or similar proceedings affecting the Property or any portion thereof; (v) Trustor has not received any notice from any insurer of defects of the Property which have not been corrected; (vi) there are no natural or artificial conditions upon the Land or any part thereof that could result in a material and adverse change in the condition of the Land; (vii) all information that Trustor has delivered to Beneficiary, either directly or through Trustor's agents, is accurate and complete; and (viii) Trustor or Trustor's agents have disclosed to Beneficiary all material facts concerning the Property.

7.3 Authority. Trustor represents and warrants that this Deed of Trust and all other documents delivered or to be delivered by Trustor in connection herewith: (a) have been duly authorized, executed, and delivered by Trustor; (b) are binding obligations of Trustor; and (c) do not violate the provisions of any agreement to which Trustor is a party or which affects the Property. Trustor further represents and warrants that there are no pending, or to Trustor's knowledge, threatened actions or proceedings before any court or administrative agency which may adversely affect Trustor's ownership of, or interest in, the Property or part thereof.

7.4 Payment and Performance of Secured Obligations. Trustor shall promptly pay when due the principal and all interest due on the indebtedness evidenced by the Note, and shall promptly pay and perform all other obligations of Trustor arising in connection with the Secured Obligations or the City Documents in accordance with the respective terms thereof.

7.5 Use of Loan Proceeds; Preservation and Maintenance of Property; Compliance with Laws. Trustor covenants that it shall use the proceeds of the Loan (the "**Loan Proceeds**") solely for purposes authorized by the City Documents. Trustor covenants that it shall keep the Land and Improvements in good repair and condition, and from time to time shall make necessary repairs, renewals and replacements thereto so that the Property shall be preserved and maintained. Trustor covenants that it shall comply with all federal, state and local laws,

regulations, ordinances and rules applicable to the Property and the Project, including without limitation all applicable requirements of state and local building codes and regulations, all applicable Prevailing Wage Laws, and all applicable statutes and regulations relating to accessibility for the disabled. Trustor shall not remove, demolish or materially alter any Improvement without Beneficiary's consent, shall complete or restore promptly and in good and workmanlike manner any building, fixture or other improvement which may be constructed, damaged, or destroyed thereon, and shall pay when due all claims for labor performed and materials furnished therefor, subject to Trustor's rights under Section 7.8 below. Trustor shall use the Land and the Improvements solely for purposes authorized by the City Documents, shall not commit or allow waste of the Property, and shall not commit or allow any act upon or use of the Property which would violate any applicable law or order of any governmental authority, nor shall Trustor bring on or keep any article on the Property or cause or allow any condition to exist thereon which could invalidate or which would be prohibited by any insurance coverage required to be maintained on the Property pursuant to the City Documents.

7.6 Restrictions on Conveyance and Encumbrance; Acceleration. It shall be an Event of Default hereunder if the Property or the Improvements or any part thereof or interest therein is sold, assigned, conveyed, transferred, hypothecated, leased, licensed, or encumbered (all of the foregoing, a "Transfer") in violation of the City Documents or if any other Transfer occurs in violation of the City Documents. If any such Transfer shall occur in violation of such requirements, without limiting the provisions of Section 8 hereof, all obligations secured by this Deed of Trust, irrespective of the maturity dates of such obligations, shall at the option of Beneficiary, and without demand, immediately become due and payable, subject to any applicable cure period.

7.7 Inspections; Books and Records. Beneficiary and its agents and representatives shall have the right at any reasonable time upon reasonable notice to enter upon the Land and inspect the Property to ensure compliance with the City Documents. Trustor shall maintain complete and accurate books of account and other records (including copies of supporting bills and invoices) adequate to document the use of the Loan Proceeds and the operation of the Property, together with copies of all written contracts, Leases and other instruments which affect the Property. The books, records, contracts, Leases and other instruments shall be subject to examination and inspection by Beneficiary at any reasonable time following at least two (2) business days prior notice.

7.8 Charges, Liens, Taxes and Assessments. Trustor shall pay before delinquency all taxes, levies, assessments and other charges affecting the Property that are (or if not paid may become) a lien on all or part of the Property. Trustor may, at Trustor's expense, contest the validity or application of any tax, levy, assessment or charge affecting the Property by appropriate legal proceedings promptly initiated and conducted in good faith and with due diligence, provided that (i) Beneficiary is reasonably satisfied that neither the Property nor any part thereof or interest therein will be in danger of being sold, forfeited, or lost as a result of such contest, and (ii) Trustor shall have posted a bond or furnished other security as may reasonably be required from time to time by Beneficiary; and provided further that Trustor shall timely make any payment necessary to prevent a lien foreclosure, sale, forfeiture or loss of the Property.

7.9 Subrogation. Beneficiary shall be subrogated to the liens of all encumbrances, whether released of record or not, which are discharged in whole or in part by Beneficiary in accordance with this Deed of Trust.

7.10 Hazard, Liability and Workers' Compensation Insurance. At all times during the term hereof, at Trustor's expense, Trustor shall keep the Improvements and personal property now existing or hereafter located on the Property insured against loss by fire, vandalism and malicious mischief by a policy of standard fire and extended all-risk insurance. The policy shall be written on a full replacement value basis and shall name Beneficiary as loss payee as its interest may appear. The full replacement value of the improvements to be insured shall be determined by the company issuing the policy at the time the policy is initially obtained. Not more frequently than once every two (2) years, either the Trustor or the Beneficiary shall have the right to notify the other party that it elects to have the replacement value redetermined by the insurance company. Subject to the rights of any senior lienholder, the proceeds collected under any insurance policy may be applied by Beneficiary to any indebtedness secured hereby and in such order as Beneficiary may determine, or at the option of Beneficiary, the entire amount so collected or any part thereof may be released to Trustor for repair or replacement of the Improvements. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. Notwithstanding the foregoing, if any senior lienholder permits such proceeds to be utilized for rebuilding or restoration of the Improvements, Beneficiary shall approve the use of the proceeds for such purpose provided that sufficient additional sources of financing are available to complete the repair or replacement of the Improvements.

7.10.1 Trustor shall at all times during the term hereof, maintain insurance coverage in the amounts and in accordance with the requirements specified in the City Documents, and shall otherwise comply with all requirements pertaining to insurance specified in the City Documents.

7.10.2 Trustor shall file with Beneficiary prior to the commencement of the term hereof, certificates (or such other proof as Beneficiary may require, including without limitation, copies of the required insurance policies) evidencing each of the insurance policies and endorsements thereto as required by the Loan Agreement.

7.10.3 If any insurance policy required under the Loan Agreement is canceled or the coverage provided thereunder is reduced, Trustor shall, within five (5) days after receipt of written notice of such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction, file with Beneficiary a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon failure to so file such certificate, Beneficiary may, without further notice and at its option, procure such insurance coverage at Trustor's expense, and Trustor shall promptly reimburse Beneficiary for such expense upon receipt of billing from Beneficiary.

7.11 Hazardous Materials. Hazardous Materials. Trustor represents and warrants that except as disclosed to Beneficiary in writing, as of the date hereof: (i) Trustor has received no notice, warning, notice of violation, administrative complaint, judicial complaint, or other formal or informal notice alleging that conditions on the Land are or have ever been in violation of any

Environmental Law or informing Trustor that the Land is subject to investigation or inquiry regarding Hazardous Materials on the Land or the potential violation of any Environmental Law; and (ii) Trustor has disclosed to Beneficiary all information, records, and studies in Trustor's possession or reasonably available to Trustor relating to the Land concerning Hazardous Materials.

Trustor shall not cause or permit any Hazardous Material (as defined below) to be brought upon, kept, stored or used in, on, under, or about the Land by Trustor, its agents, employees, contractors or invitees except for incidental supplies ordinarily used in connection with the construction, rehabilitation, repair, and operation of multi-family residential developments and in compliance with all applicable laws, and shall not cause any release of Hazardous Materials into, onto, under or through the Land. If any Hazardous Material is discharged, released, dumped, or spilled in, on, under, or about the Land and results in any contamination of the Land or adjacent property, or otherwise results in the release or discharge of Hazardous Materials in, on, under or from the Land, Trustor shall promptly take all actions at its sole expense as are necessary to comply with all Environmental Laws (as defined below).

To the greatest extent permitted by law, Trustor shall indemnify, defend (with counsel reasonably acceptable to Beneficiary), and hold Beneficiary and its elected and appointed officials, officers, agents and employees (collectively, "**Indemnitees**") harmless from and against any and all loss, claim, liability, damage, demand, judgment, order, penalty, fine, injunctive or other relief, cost, expense (including reasonable fees and expenses of attorneys, expert witnesses, and other professionals advising or assisting Beneficiary), action, or cause of action (all of the foregoing, hereafter individually "**Claim**" and collectively "**Claims**") arising in connection with the breach of Trustor's covenants and obligations set forth in this Section 7.11 or otherwise arising in connection with the presence or release of Hazardous Materials in, on, under, or from the Property, except to the extent arising from the gross negligence or willful misconduct of an Indemnitee. The foregoing indemnity includes, without limitation, all costs of investigation, assessment, containment, removal, remediation of any kind, and disposal of Hazardous Materials, all costs of determining whether the Land is in compliance with Environmental Laws, all costs associated with bringing the Land into compliance with all applicable Environmental Laws, and all costs associated with claims for damages or injury to persons, property, or natural resources.

Without limiting the generality of the foregoing, Trustor shall, at Trustor's own cost and expense, do all of the following:

a. pay or satisfy any judgment or decree that may be entered against any Indemnitee or Indemnitees in any legal or administrative proceeding incident to any matters against which Indemnitees are entitled to be indemnified under this Deed of Trust;

b. reimburse Indemnitees for any expenses paid or incurred in connection with any matters against which Indemnitees are entitled to be indemnified under this Deed of Trust; and

c. reimburse Indemnitees for any and all expenses, including without limitation out-of-pocket expenses and fees of attorneys and expert witnesses, paid or incurred in connection

with the enforcement by Indemnitees of their rights under this Deed of Trust, or in monitoring and participating in any legal or administrative proceeding.

Trustor's obligation to indemnify the Indemnitees shall not be limited or impaired by any of the following or by any failure of Trustor to receive notice of or consideration for any of the following: (i) any amendment or modification of any City Document; (ii) any extensions of time for performance required by any City Document; (iii) any provision in any of the City Documents limiting Beneficiary's recourse to property securing the Secured Obligations, or limiting the personal liability of Trustor, or any other party for payment of all or any part of the Secured Obligations; (iv) the accuracy or inaccuracy of any representation and warranty made by Trustor under this Deed of Trust or by Trustor or any other party under any City Document, (v) the release of Trustor or any other person, by Beneficiary or by operation of law, from performance of any obligation under any City Document; (vi) the release or substitution in whole or in part of any security for the Secured Obligations; and (vii) Beneficiary's failure to properly perfect any lien or security interest given as security for the Secured Obligations.

The provisions of this Section 7.11 shall be in addition to any and all other obligations and liabilities that Trustor may have under applicable law, and each Indemnitee shall be entitled to indemnification under this Section without regard to whether Beneficiary or that Indemnitee has exercised any rights against the Property or any other security, pursued any rights against any guarantor or other party, or pursued any other rights available under any City Document or applicable law. The obligations of Trustor to indemnify the Indemnitees under this Section shall survive any repayment or discharge of the Secured Obligations, any foreclosure proceeding, any foreclosure sale, any delivery of any deed in lieu of foreclosure, and any release of record of the lien of this Deed of Trust.

Without limiting any of the remedies provided in this Deed of Trust, Trustor acknowledges and agrees that each of the provisions in this Section 7.11 is an environmental provision (as defined in Section 736(f)(2) of the California Code of Civil Procedure) made by Trustor relating to real property security (the "**Environmental Provisions**"), and that Trustor's failure to comply with any of the Environmental Provisions will be a breach of contract that will entitle Beneficiary to pursue the remedies provided by Section 736 of the California Code of Civil Procedure ("**Section 736**") for the recovery of damages and for the enforcement of the Environmental Provisions. Pursuant to Section 736, Beneficiary's action for recovery of damages or enforcement of the Environmental Provisions shall not constitute an action within the meaning of Section 726(a) of the California Code of Civil Procedure or constitute a money judgment for a deficiency or a deficiency judgment within the meaning of Sections 580a, 580b, 580d, or 726(b) of the California Code of Civil Procedure.

"**Hazardous Materials**" means any substance, material or waste which is or becomes regulated by any federal, state or local governmental authority, and includes without limitation (i) petroleum or oil or gas or any direct or indirect product or by-product thereof; (ii) asbestos and any material containing asbestos; (iii) any substance, material or waste regulated by or listed (directly or by reference) as a "hazardous substance", "hazardous material", "hazardous waste", "toxic waste", "toxic pollutant", "toxic substance", "solid waste" or "pollutant or contaminant" in or pursuant to, or similarly identified as hazardous to human health or the environment in or pursuant to, the Toxic Substances Control Act [15 U.S.C. Section 2601, *et seq.*]; the

Comprehensive Environmental Response, Compensation and Liability Act [42 U.S.C. Section 9601, *et seq.*], the Hazardous Materials Transportation Authorization Act [49 U.S.C. Section 5101, *et seq.*], the Resource Conservation and Recovery Act [42 U.S.C. Section 6901, *et seq.*], the Federal Water Pollution Control Act [33 U.S.C. Section 1251], the Clean Air Act [42 U.S.C. Section 7401, *et seq.*], the California Underground Storage of Hazardous Substances Act [California Health and Safety Code Section 25280, *et seq.*], the California Hazardous Substances Account Act [California Health and Safety Code Section 25300, *et seq.*], the California Hazardous Waste Act [California Health and Safety Code Section 25100, *et seq.*], the California Safe Drinking Water and Toxic Enforcement Act [California Health and Safety Code Section 25249.5, *et seq.*], and the Porter-Cologne Water Quality Control Act [California Water Code Section 13000, *et seq.*], as they now exist or are hereafter amended, together with any regulations promulgated thereunder; (iv) any substance, material or waste which is defined as such or regulated by any "Superfund" or "Superlien" law, or any Environmental Law; or (v) any other substance, material, chemical, waste or pollutant identified as hazardous or toxic and regulated under any other federal, state or local environmental law, including without limitation, asbestos, polychlorinated biphenyls, petroleum, natural gas and synthetic fuel products and by-products.

"**Environmental Law**" means all federal, state or local statutes, ordinances, rules, regulations, orders, decrees, judgments or common law doctrines, and provisions and conditions of permits, licenses and other operating authorizations regulating, or relating to, or imposing liability or standards of conduct concerning (i) pollution or protection of the environment, including natural resources; (ii) exposure of persons, including employees and agents, to any Hazardous Material (as defined above) or other products, raw materials, chemicals or other substances; (iii) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities; (iv) the manufacture, use or introduction into commerce of chemical substances, including without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal; or (iv) the use, release or disposal of toxic or hazardous substances or Hazardous Materials or the remediation of air, surface waters, groundwaters or soil, as now or may at any later time be in effect, including but not limited to the Toxic Substances Control Act [15 U.S.C. 2601, et seq.]; the Comprehensive Environmental Response, Compensation and Liability Act [42 U.S.C. Section 9601, et seq.], the Hazardous Materials Transportation Authorization Act [49 U.S.C. Section 5101, et seq.], the Resource Conservation and Recovery Act [42 U.S.C. 6901, et seq.], the Federal Water Pollution Control Act [33 U.S.C. Section 1251], the Clean Air Act [42 U.S.C. Section 7401, et seq.], the California Underground Storage of Hazardous Substances Act [California Health and Safety Code Section 25280, et seq.], the California Hazardous Substances Account Act [California Health and Safety Code Section 25300, et seq.], the California Hazardous Waste Act [California Health and Safety Code Section 25100, et seq.], the California Safe Drinking Water and Toxic Enforcement Act [California Health and Safety Code Section 25249.5, et seq.], and the Porter-Cologne Water Quality Control Act [California Water Code Section 13000, et seq.], as they now exist or are hereafter amended, together with any regulations promulgated thereunder.

7.12 Notice of Claims; Defense of Security; Reimbursement of Costs.

a. Notice of Claims. Trustor shall provide written notice to Beneficiary of any uninsured or partially uninsured loss affecting the Property through fire, theft, liability, or

property damage in excess of an aggregate of Fifty Thousand Dollars ($50,000) within five business days of the occurrence of such loss. Trustor shall ensure that Beneficiary shall receive timely notice of, and shall have a right to cure, any default under any other financing document or other lien affecting the Property and shall use best efforts to ensure that provisions mandating such notice and allowing such right to cure shall be included in all such documents. Within three business days of Trustor's receipt thereof, Trustor shall provide Beneficiary with a copy of any notice of default Trustor receives in connection with any financing document secured by the Property or any part thereof.

b. Defense of Security. At Trustor's sole expense, Trustor shall protect, preserve and defend the Property and title to and right of possession of the Property, the security of this Deed of Trust and the rights and powers of Beneficiary and Trustee created under it, against all adverse claims.

c. Compensation; Reimbursement of Costs. Trustor agrees to pay all reasonable fees, costs and expenses charged by Beneficiary or Trustee for any service that Beneficiary or Trustee may render in connection with this Deed of Trust, including without limitation, fees and expenses related to provision of a statement of obligations or related to a reconveyance. Trustor further agrees to pay or reimburse Beneficiary for all costs, expenses and other advances which may be incurred or made by Beneficiary or Trustee in any efforts to enforce any terms of this Deed of Trust, including without limitation any rights or remedies afforded to Beneficiary or Trustee or both of them under Sections 7.18 and 8.2, whether or not any lawsuit is filed, or in defending any action or proceeding arising under or relating to this Deed of Trust, including reasonable attorneys' fees and other legal costs, costs of any disposition of the Property under the power of sale granted hereunder or any judicial foreclosure, and any cost of evidence of title.

d. Notice of Changes. Trustor shall give Beneficiary prior written notice of any change in the address of Trustor and the location of any Property, including books and records pertaining to the Property.

7.13 Indemnification. To the greatest extent permitted by law, Trustor shall indemnify, defend (with counsel reasonably acceptable to Beneficiary), and hold harmless the Trustee and the Indemnitees (as defined in Section 7.11) from and against all Claims arising directly or indirectly in any manner in connection with or as a result of (a) any breach of Trustor's covenants under any City Document, (b) any representation by Trustor in any City Document which proves to be false or misleading in any material respect when made, (c) injury or death to persons or damage to property or other loss occurring on the Land or in any improvement located thereon, whether caused by the negligence or any other act or omission of Trustor or any other person or by negligent, faulty, inadequate or defective design, building, construction or maintenance or any other condition or otherwise, (d) any claim, demand or cause of action, or any action or other proceeding, whether meritorious or not, brought or asserted against any Indemnitee which relates to or arises out of the Property, or any City Document or any transaction contemplated thereby, or any failure of Trustor to comply with all applicable state, federal and local laws and regulations applicable to the Property except to the extent arising from the gross negligence or willful misconduct of the Indemnitees. The obligations of Trustor under this Section shall survive the repayment of the Loan and shall be secured by this Deed of Trust. Notwithstanding any contrary provision contained herein, the obligations of Trustor under this

Section shall survive any foreclosure proceeding, any foreclosure sale, any delivery of a deed in lieu of foreclosure, and any release or reconveyance of this Deed of Trust.

7.14. Limitation of Liability. Beneficiary shall not be directly or indirectly liable to Trustor or any other person as a consequence of any of the following: (i) Beneficiary's exercise of or failure to exercise any rights, remedies or powers granted to Beneficiary in this Deed of Trust; (ii) Beneficiary's failure or refusal to perform or discharge any obligation or liability of Trustor under any agreement related to the Property or under this Deed of Trust; (iii) any waste committed by Trustor, the lessees of the Property or any third parties, or any dangerous or defective condition of the Property; or (iv) any loss sustained by Trustor or any third party resulting from any act or omission of Beneficiary in managing the Property after an Event of Default, except to the extent the loss is caused by willful misconduct or gross negligence of Beneficiary. Trustor hereby expressly waives and releases all liability of the types described in this Section 7.14 and agrees that Trustor shall assert no claim related to any of the foregoing against Beneficiary.

7.15 Condemnation Proceeds. Subject to the rights of any senior lienholders, any award of damages in connection with any condemnation for public use of, or injury to the Property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply such moneys to any indebtedness secured hereby in such order as Beneficiary may determine, or at the option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

7.16 Release, Extension, Modification. At any time and from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the Note for endorsement, Trustee may release or reconvey all or any part of the Property, consent to the making of any map or plat of the Land or part thereof, join in granting any easement or creating any restriction affecting the Property, or join in any extension agreement or other agreement affecting the lien or charge hereof. At any time and from time to time, without liability therefor and without notice, Beneficiary may (i) release any person liable for payment of any Secured Obligation, (ii) extend the time for payment or otherwise alter the terms of payment of any Secured Obligation; (iii) accept additional real or personal property of any kind as security for any Secured Obligation, or (iv) substitute or release any property securing the Secured Obligations.

7.17 Reconveyance. Upon written request of Beneficiary stating that all of the Secured Obligations have been paid in full, and upon surrender of this Deed of Trust, and the Note, Trustee shall reconvey, without warranty, the Property or so much of it as is then held under this Deed of Trust. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustor shall pay all fees of Trustee and all recordation fees related to such reconveyance.

7.18 Cure; Protection of Security. Either Beneficiary or Trustee may cure any breach or default of Trustor if Trustor fails to do so within the applicable cure period, and if it chooses to do so in connection with any such cure, Beneficiary or Trustee may also enter the Property and/or do any and all other things which it may in its sole discretion consider necessary and

appropriate to protect the security of this Deed of Trust. Such other things may include: appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights or powers of Beneficiary or Trustee under, this Deed of Trust; paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien which in Beneficiary's or Trustee's sole judgment is or may be senior in priority to this Deed of Trust, such judgment of Beneficiary or Trustee to be conclusive as among Beneficiary, Trustee and Trustor; obtaining insurance and/or paying any premiums or charges for insurance required to be carried hereunder; otherwise caring for and protecting any and all of the Property; and/or employing counsel, accountants, contractors and other appropriate persons to assist Beneficiary or Trustee. Beneficiary and Trustee may take any of the actions permitted under this Section 7.18 either with or without giving notice, except for notices required under applicable law. Any amounts disbursed by Beneficiary pursuant to this paragraph shall become additional indebtedness secured by this Deed of Trust.

8. Default and Remedies.

8.1 Events of Default. Trustor acknowledges and agrees that an Event of Default shall occur under this Deed of Trust upon the occurrence of any one or more of the following events:

a. Beneficiary's declaration of an Event of Default under any City Document, subject to the expiration of any applicable cure period set forth in such document;

b. Trustor fails to perform any monetary obligation which arises under this Deed of Trust or any other City Document, and does not cure that failure within ten (10) days following written notice from Beneficiary or Trustee;

c. If Trustor's interest in the Property or any part thereof is voluntarily or involuntarily sold, assigned, conveyed, transferred, hypothecated, leased, licensed, encumbered, or otherwise conveyed in violation of Section 7.6 hereof or if any other Transfer occurs in violation of the City Documents;

d. Trustor fails to maintain the insurance coverage required by the City Documents and fails to cure such default within five (5) days, or Trustor otherwise fails to comply with the requirements of Section 7.10 hereof, and Trustor fails to cure such default within the applicable time period specified in Section 7.10;

e. Subject to Trustor's right to contest such charges as provided herein, Trustor fails to pay taxes or assessments due on the Land or the Improvements or fails to pay when due any other charge that may result in a lien on the Land or the Improvements, and Trustor fails to cure such default within twenty (20) days of the date of delinquency, but in all events prior to the date upon which the holder of any such lien has the right to pursue foreclosure thereof;

f. Any representation or warranty of Trustor contained in or made in connection with this Deed of Trust or in any other City Document , or made in connection with the execution and delivery of any certificate or statement furnished by or on behalf of Trustor in

connection with the Loan proves to have been false or misleading in any material adverse respect when made;

g. If, pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors ("**Bankruptcy Law**"), Trustor (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against Trustor in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Trustor; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due;

h. If a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (i) is for relief against Trustor in an involuntary case, (ii) appoints a trustee, receiver, assignee, liquidator or similar official for Trustor or substantially all Trustor's assets, (iii) orders the liquidation of Trustor, or (iv) issues or levies a judgment, writ, warrant of attachment or similar process against the Property or any part thereof, and in each case the order or decree is not released, vacated, dismissed or fully bonded within sixty (60) days after its issuance;

i. The holder of any other debt instrument secured by a mortgage or deed of trust on the Property or part thereof declares an event of default thereunder and exercises a right to declare all amounts due under that debt instrument immediately due and payable, subject to the expiration of any applicable cure period set forth in such holder's documents; or

j. Trustor fails to perform any obligation arising under this Deed of Trust other than one enumerated in this Section 8.1, and does not cure that failure either within ten (10) days after written notice from Beneficiary or Trustee in the event of a monetary default, or within thirty (30) days after such written notice in the event of a nonmonetary default, provided that in the case of a nonmonetary default that in Beneficiary's reasonable judgment cannot reasonably be cured within thirty (30) days, an Event of Default shall not arise hereunder if Trustor commences to cure such default within thirty (30) days and thereafter prosecutes such cure to completion with due diligence and in good faith within not later than ninety (90) days following receipt of notice of default.

8.2 Remedies. Subject to the applicable notice and cure provisions set forth herein, at any time after an Event of Default, Beneficiary and Trustee shall be entitled to invoke any and all of the rights and remedies described below, and may exercise any one or more or all, of the remedies set forth in any City Document, and any other remedy existing at law or in equity or by statute. All of Beneficiary's rights and remedies shall be cumulative, and the exercise of any one or more of them shall not constitute an election of remedies. Beneficiary shall be entitled to collect all expenses incurred in pursuing the remedies provided hereunder, including without limitation reasonable attorneys' fees and costs.

a. Acceleration. Beneficiary may declare any or all of the Secured Obligations, including without limitation all sums payable under the Note and this Deed of Trust, to be due and payable immediately.

b. Receiver. Beneficiary may apply to any court of competent jurisdiction for, and obtain appointment of, a receiver for the Property.

c. Entry. Beneficiary, in person, by agent or by court-appointed receiver, may enter, take possession of, manage and operate all or any part of the Property, and may also do any and all other things in connection with those actions that Beneficiary may in its sole discretion consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include: taking and possessing copies of all of Trustor's or the then owner's books and records concerning the Property; entering into, enforcing, modifying, or canceling Leases on such terms and conditions as Beneficiary may consider proper; obtaining and evicting tenants; fixing or modifying Rents; collecting and receiving any payment of money owing to Trustor; completing any unfinished construction; and/or contracting for and making repairs and alterations. If Beneficiary so requests, Trustor shall assemble all of the Property that has been removed from the Land and make all of it available to Beneficiary at the site of the Land. Trustor hereby irrevocably constitutes and appoints Beneficiary as Trustor's attorney-in-fact to perform such acts and execute such documents as Beneficiary in its sole discretion may consider to be appropriate in connection with taking these measures, including endorsement of Trustor's name on any instruments.

d. UCC Remedies. Beneficiary may exercise any or all of the remedies granted to a secured party under the UCC.

e. Judicial Action. Beneficiary may bring an action in any court of competent jurisdiction to foreclose this Deed of Trust in the manner provided by law for foreclosure of mortgages on real property and/or to obtain specific enforcement of any of the covenants or agreements of this Deed of Trust.

f. Power of Sale. Under the power of sale hereby granted, Beneficiary shall have the discretionary right to cause some or all of the Property, including any Property which constitutes personal property, to be sold or otherwise disposed of in any combination and in any manner permitted by applicable law.

8.3 Power of Sale. If Beneficiary elects to invoke the power of sale hereby granted, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of its election to cause the Property to be sold to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the Recorder of each County wherein the Property or some part thereof is situated as required by law and this Deed of Trust.

Prior to publication of the notice of sale, Beneficiary shall deliver to Trustee this Deed of Trust and the Note or other evidence of indebtedness which is secured hereby, together with a written request for the Trustee to proceed with a sale of the Property, pursuant to the provisions of law and this Deed of Trust.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed after recordation of such notice of default, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in the notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to

the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may, and at Beneficiary's request shall, postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time and place fixed by the preceding postponement. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees, and expenses of Trustee and of the trust hereby created, including reasonable attorneys' fees in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums advanced or expended by Beneficiary or Trustee under the terms hereof and all outstanding sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

Without limiting the generality of the foregoing, Trustor acknowledges and agrees that regardless of whether or not a default has occurred hereunder, if an Event of Default has occurred under the City Documents, and if in connection with such Event of Default Beneficiary exercises its right to foreclose on the Property, then: (i) Beneficiary shall be entitled to declare all amounts due under the Note immediately due and payable, and (ii) the proceeds of any sale of the Property in connection with such foreclosure shall be used to pay all Secured Obligations, including without limitation, the outstanding principal balance and all other amounts due under the Note.

At any foreclosure sale, any person, including Trustor, Trustee or Beneficiary, may bid for and acquire the Property or any part of it to the extent permitted by then applicable law. Instead of paying cash for such property, Beneficiary may settle for the purchase price by crediting the sales price of the property against the following obligations:

a. First, the portion of the Secured Obligations attributable to the expenses of sale, costs of any action and any other sums for which Trustor is obligated to pay or reimburse Beneficiary or Trustee under Section 7.12(c); and

b. Second, the remaining balance of all other Secured Obligations in any order and proportions as Beneficiary in its sole discretion may choose.

8.4 Trustor's Right to Reinstate. Notwithstanding Beneficiary's acceleration of the sums secured by this Deed of Trust, Trustor shall have the right to have any proceedings begun by Beneficiary to enforce this Deed of Trust discontinued at any time prior to five days before sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Trustor pays Beneficiary all sums which would be then due under the City Documents if the Secured Obligations had no acceleration provision; (b) Trustor cures all breaches of any other covenants or agreements of Trustor contained in this Deed of Trust; (c) Trustor pays all reasonable expenses incurred by Beneficiary and Trustee in enforcing the covenants and agreements of Trustor contained in this Deed of Trust, and in enforcing Beneficiary's and Trustee's remedies as provided herein, including, but not limited to, reasonable attorney's fees; and (d) Trustor takes such action as

Beneficiary may reasonably require to assure that the lien of this Deed of Trust, Beneficiary's interest in the Property and Trustor's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Trustor, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

9. Trustor's Waivers. To the fullest extent permitted by law, Trustor waives: (a) all statutes of limitations as a defense to any action or proceeding brought against Trustor by Beneficiary; (b) the benefit of all laws now existing or which may hereafter be enacted providing for any appraisement, valuation, stay, extension, redemption or moratorium; (c) all rights of marshalling in the event of foreclosure; and (d) all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of this Deed of Trust and of the existence, creation, or incurring of new or additional indebtedness, and demands and notices of every kind.

10. Miscellaneous Provisions.

10.1 Additional Provisions. The City Documents grant further rights to Beneficiary and contain further agreements and affirmative and negative covenants by Trustor which apply to this Deed of Trust and the Property.

10.2 Notices. Trustor requests that a copy of notice of default and notice of sale be mailed to Trustor at the address set forth below. That address is also the mailing address of Trustor as debtor under the UCC. Beneficiary's address set forth below is the address for Beneficiary as secured party under the UCC. Except for any notice required under applicable law to be given in another manner, all notices to be sent pursuant to this Deed of Trust shall be made in writing, and sent to the parties at their respective addresses specified below or to such other address as a party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by: (a)personal delivery, in which case notice shall be deemed delivered upon receipt; (b) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered two (2) business days after deposit, postage prepaid in the United States mail; or (c) nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) day after deposit with such courier.

Beneficiary: City of Livermore
Administration Building
1052 South Livermore Avenue
Livermore, CA 94550-4899
Attention: Housing and Human Services Manager

With a copy to: City of Livermore
Administration Building
1052 South Livermore Avenue
Livermore, CA 94550-4899
Attention: City Manager

Trustor: Tri Valley REACH, Inc.
P.O. Box 5564
Pleasanton, CA 94566
Attention: Board President

10.3 Binding on Successors. The terms, covenants and conditions of this Deed of Trust shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of the Trustor, Beneficiary and Trustee; provided however this Section 10.3 does not waive the provisions of Section 7.6.

10.4 Substitution of Trustee. Beneficiary may from time to time or at any time substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of Alameda County, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the Trustee named herein.

10.5 Attorneys' Fees and Costs. In any action or proceeding to foreclose this Deed of Trust or to enforce any right of Beneficiary or of Trustee, Trustor shall pay to Beneficiary and Trustee all costs of such action or proceeding, including reasonable attorneys' fees.

10.6 Governing Law; Severability; Interpretation. This Deed of Trust shall be governed by the laws of the State of California without regard to principles of conflicts of laws. Trustor agrees that any controversy arising under or in relation to this Deed of Trust shall be litigated exclusively in State and federal courts with jurisdiction in Alameda County, California. If any provision of this Deed of Trust is held unenforceable or void, that provision shall be deemed severable from the remaining provisions, and shall in no way affect the validity of this Deed of Trust. The captions used in this Deed of Trust are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained. In this Deed of Trust, whenever the context so requires, the singular number includes the plural.

10.7 Waiver, Modification and Amendment. Any waiver by Beneficiary of any obligation of Trustor hereunder must be in writing, and no waiver shall be construed as a continuing waiver. No waiver shall be implied from any delay or failure by Beneficiary or Trustee to take action on account of any default of Trustor. Consent by Beneficiary or Trustee to any act or omission by Trustor shall not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Beneficiary's or Trustee's consent to be obtained in any future or other instance. No amendment to or modification of this Deed of Trust shall be effective unless and until such amendment or modification is in writing, executed by Trustor and Beneficiary. Without limiting the generality of the foregoing, Beneficiary's acceptance of payment of any sum secured hereby after its due date shall not constitute a waiver by Beneficiary of its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

10.8 Action by Beneficiary. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, or consent by the Beneficiary is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or

taken by Beneficiary's City Manager or by any person who shall have been designated by Beneficiary's City Manager, without further approval by the governing board of Beneficiary.

10.9 Joint and Several Liability. If Trustor consists of more than one person or entity, each shall be jointly and severally liable for the faithful performance of all of Trustor's obligations under this Deed of Trust.

10.10 Time is of the Essence. Time is of the essence for each provision of this Deed of Trust.

SIGNATURES ON FOLLOWING PAGE.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the date first written above.

TRUSTOR:

Tri-Valley REACH, Inc., a California nonprofit public benefit corporation
By:_____

Print Name:_____

Title:_____

SIGNATURES MUST BE NOTARIZED.

ACKNOWLEDGMENT

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

State of California)
) ss
County of _____)

On _____, before me, _____,
(Name of Notary)

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.

_____
(Notary Signature)

SIGNATURES MUST BE NOTARIZED.

Exhibit E

FORM OF AFFORDABLE HOUSING REGULATORY AGREEMENT AND DECLARATION OF COVENANTS

AFFORDABLE HOUSING REGULATORY AGREEMENT

AND

DECLARATION OF RESTRICTIVE COVENANTS

by and between

THE CITY OF LIVERMORE

and

Tri-Valley REACH, Inc

Supportive Shared Housing Rehabilitation and Expansion Program

_____, 20__

This Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants (this "**Agreement**") is entered into effective as of _____, 20__ ("**Effective Date**") by and between the City of Livermore, a municipal corporation ("**City**") and Tri-Valley REACH, Inc ("**Owner**"). The City and the Owner are collectively referred to herein as the "**Parties**."

RECITALS

A. Owner is the owner of the real property located at 4355 Colgate Avenue in the City of Livermore, Alameda County, California, consisting of six (6) residential units, Place, known as Alameda County Assessor Parcel No. 099-1084-047-00 , and more particularly described in Exhibit A attached hereto (the "**Property**").

B. City and Owner have entered into an Affordable Housing Loan Agreement, dated as of _____, 20__ (the "**Loan Agreement**"). The Loan Agreement provides that the Property will be required to be rented to Eligible Households at Affordable Rents in accordance with this Agreement for a period of not less than fifty-five (55) years.

C. Subject to the terms and conditions set forth in the Loan Agreement, City has agreed to provide a loan to Owner in the original principal amount of Ninety-One Thousand Seven Hundred and Sixty-Eight_____ Dollars ($91,768_____) (the **"Loan")** to assist Owner in rehabilitating in the Property. As a condition precedent to the funding of the Loan, City requires the Property to be subject to the terms, conditions and restrictions set forth herein.

D. Pursuant to the Loan Agreement, Owner shall execute and deliver to City a Secured Promissory Note (the "**Note**") to evidence Owner's obligation to repay the Loan. The Note shall be secured by a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing that shall be executed by Owner for the benefit of City (the "**Deed of Trust**") and recorded against the Property substantially concurrently herewith.

E. The purpose of this Agreement is to satisfy the affordability requirements of the City's Supportive Shared Housing Rehabilitation and Expansion Program (**"Program"**), and to regulate and restrict the occupancy and rents of the Property for the benefit of the Property's occupants. The Parties intend the covenants set forth in this Agreement to run with the land and to be binding upon Owner and Owner's successors and assigns for the full term of this Agreement.

NOW THEREFORE, in consideration of the foregoing, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

1. Incorporation of Recitals; Definitions.

1.1 Incorporation of Recitals. The Parties acknowledge the truth of the Recitals set forth above, and such Recitals are hereby incorporated into this Agreement by this reference.

1.2 Definitions. The following terms have the meanings set forth in this Section wherever used in this Agreement or the attached exhibits.

"**Affordable Rent**" means the maximum rent allowable for Extremely Low-Income households of one (1) person in a studio unit as specified in the City's Affordable Housing Sales Price and Rental Rates Chart (**"City Chart"**) established by City Council resolution. If the City Chart has not been updated for a period of 18 months, or if the City Chart is inconsistent with the rent limits as determined by the rules and regulations applicable to the MHP Program, then Affordable Rent shall mean a monthly rent that does not exceed the limits applicable pursuant to the MHP Program.

"**Area Median Income**" or "**AMI**" means the median income for Alameda County, California, as specified in the City Chart. If the City Chart has not been updated for a period of 18 months, or if the City Chart is inconsistent with the definition of "Area Median Income" as determined by the rules and regulations applicable to the MHP Program, then "Area Median Income" shall be determined in accordance with the rules and regulations applicable to the MHP program.

"**City's Authorized Representative**" means the City Manager of the City of Livermore.

"City Chart" means the City's Affordable Housing Sales Price and Rental Rates Chart established by City Council Resolution.

"**City Documents**" means the Loan Agreement, the Note, the Deed of Trust, and this Agreement.

"**Claims**" means collectively, liabilities, losses, costs, expenses (including without limitation attorneys' fees and costs of litigation), claims, demands, actions, suits, judicial or administrative proceedings, penalties, deficiencies, fines, orders, and damages.

"**Deed of Trust**" is defined in Recital D.

"**Eligible Household**" means an individual with an intellectual or developmental disability whose Gross Income upon initial occupancy does not exceed Extremely Low-Income.

"**Extremely Low-Income**" means thirty percent (30%) of Area Median Income, Adjusted for a household of one (1) person.

"**Gross Income**" shall have the meaning set forth in Section 6914 of Title 25 of the California Code of Regulations as such section may be revised from time to time.

"HCD" means the California Department of Housing and Community Development.

"HUD" means the U.S. Department of Housing and Urban Development.

"**Indemnitees**" means collectively, the City and its elected and appointed officers, officials, employees, agents, consultants, contractors, and designated volunteers.

"**Loan**" is defined in Recital C.

"**Loan Agreement**" is defined in Recital B.

"**Marketing and Management Plan**" is defined in Section 7.5.

"**MHP Program**" means the HCD Multifamily Housing Program established pursuant to Health and Safety Code Section 50675 *et seq.*

"**Note**" is defined in Recital D.

"**Official Records**" means the Official Records of the Alameda County Recorder.

"**Very Low-Income**" means fifty percent (50%) of Area Median Income, Adjusted for a household of one (1) person.

2. Use and Affordability Restrictions. Owner hereby covenants and agrees, for itself and its successors and assigns, that throughout the term of this Agreement (as defined in Section 5.1 below), the Property shall be used solely as an affordable shared housing residence with supportive services for tenants with a developmental disability, and that with the exception of a staff/manager's unit, occupancy will be limited to Eligible Households in compliance with the Loan Agreement and the requirements set forth in this Agreement. Owner represents and warrants that it has not entered into any agreement that would restrict or compromise its ability to comply with the occupancy and affordability restrictions set forth in this Agreement, and Owner covenants that it shall not enter into any agreement that is inconsistent with such restrictions without the express written consent of City.

2.1 Supportive Services. Owner has elected to operate the Property as supportive shared housing with supportive services for residents. To the extent applicable, the Property will be operated at all times in accordance with (a) the Unruh Act, including without limitation California Civil Code Sections 51.2, 51.3, and 51.4; (b) the federal Fair Housing Act, 42 U.S.C. Section 3607(b) and 24 CFR 100.304; (c) the California Fair Employment and Housing Act, Government Code Section 12900 *et seq.*, and (d) all other applicable laws and regulations. Owner shall make the following supportive services available to residents of the Property: specialized health-care and other therapies, leisure and recreational opportunities, and life skills and training services, and Owner shall provide or arrange for the provision of supportive services to residents of the Property in accordance with the Plan described in Section 7.5 below.

2.2 Affordability and Occupancy Requirements. Throughout the term of this Agreement (as defined in Section 5.1 below), the individual bedrooms or dwelling units in the Property shall be rented at Affordable Rents to Eligible Households. Notwithstanding any contrary provision of this Agreement, rent for tenants who have Housing Choice/Section 8 vouchers shall be set in accordance with the rules and regulations applicable to such program. Owner shall comply with rent and occupancy restrictions imposed by all applicable financing sources and regulatory agencies, and if such agencies impose requirements on that are more stringent than those set forth in this Agreement, including without limitation, requirements that restrict a greater number of units than restricted by this Agreement or require stricter household income eligibility or affordability requirements than those imposed by this

Agreement, the requirements of such other agencies shall prevail during such time that they are effective.

2.3 Housing First Protocol; Resident Selection. Owner acknowledges that the Project will be subject to the Housing First protocol described in California Code of Regulations, title 25, Sections 8409(b) subsections (1) through (6), and further agrees that Project residents will be selected in a manner consistent with California Welfare and Institutions Code Section 8255(b)(8) using a protocol that prioritizes selection criteria other than "first-come, first serve" and may include, without limitation, the duration or chronicity of homelessness/disability, vulnerability to early mortality, high utilization of crisis or medical services, and the need for housing that provides supportive services. Owner shall be obligated to screen prospective tenants to establish that they qualify as Eligible Households, and may contract with a qualified organization or agency that will provide referrals of Eligible Households for prospective occupancy of the Property.

2.4 Increased Income of Tenants. No tenant that qualifies as an Eligible Household shall be denied continued occupancy of the Property because, after admission, the Gross Income of such tenant increases to exceed the qualifying limit for Eligible Households. A tenant that at initial occupancy qualifies as an Eligible Household shall be treated as continuing to be an Eligible Household so long as the tenant's Gross Income does not exceed Very Low-Income.

2.5 Rental Agreements; Evictions. Owner shall use a lease or rental agreement in form approved by City. The form of lease must comply with all requirements of this Agreement and the Loan Agreement, and among other requirements must:

(a) Provide for termination of the lease and acknowledgement by the tenant that eviction may result if (i) the tenant fails to provide any information required under this Agreement or reasonably requested by Owner to establish or recertify the tenant's qualification for occupancy in the Project in accordance with the standards set forth in this Agreement, or (ii) the tenant makes any material misrepresentation in connection with the initial or subsequent income and eligibility certification, and fails to qualify as an Eligible Household.

(b) Be for an initial term of not less than one (1) year, unless by mutual agreement between the tenant and Owner, and provide for no increase in rent during such initial year. After the initial year of tenancy, the lease may be month-to-month by mutual agreement of Owner and the tenant. Notwithstanding the above, any rent increases shall be subject to the requirements of Section 2.8.

(c) Provide that any termination of a lease or refusal to renew a lease for a unit within the Project must be preceded by Owner's delivery to tenant of not less than sixty (60) days' written notice (or such longer advance written notice as may be required by California law), specifying the grounds for the action.

(d) Include a detailed written listing of reasonable rules of conduct and occupancy which shall be consistent with state and federal law, and shall be provided to each tenant upon initial occupancy.

2.6 Maximum Occupancy. Occupancy of each bedroom in the Property shall be limited to a maximum of two (2) persons, and total occupancy of the Property shall be limited to a maximum of six (6) persons.

2.7 Non-Discrimination; Compliance with Fair Housing Laws.

2.7.1 Fair Housing; Section 8 Vouchers. Owner shall comply with state and federal fair housing laws in the marketing and rental of the Property. Owner shall accept as tenants, on the same basis as all other prospective tenants, persons who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing Section 8 program or any successor thereto.

2.7.2 Non-Discrimination. Owner covenants for itself, its successors and assigns, and all persons claiming under or through Owner, that there shall be no discrimination in the rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, or any portion thereof, on the basis of race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or national origin, age, or gender identity of any person. Owner covenants for itself, its successors and assigns, and all persons claiming under or through Owner, that this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or part thereof, nor shall Owner, its successors and assigns, or any person claiming under or through Owner, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in, of, or for the Property or part thereof. Owner shall include such provision in all deeds, leases, contracts and other instruments executed by Owner, and shall enforce the same diligently and in good faith.

2.7.3 No Exclusion. Without limiting the generality of Sections 2.7.1 and 2.7.2, Owner will not exclude or discriminate against any person in the United States, on the grounds of race, color, religion, national origin, sex, sexual orientation, familial status, physical or mental disability, age, or gender identity from participating in, or benefiting from, any program or activity related to the Property. Specifically, Owner will not, on the basis of any of the foregoing:

(i) Deny any service or other benefit provided under any program activity;

(ii) Provide any service or other benefit which is different, or is provided in a different form from that provided to others under any program or activity;

(iii) Subject to segregated or separate treatment in any facility in, or in any manner or process related to receipt of any service or benefit under any program or activity;

(iv) Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under any program or activity;

(v) Treat an individual differently from others in determining whether that individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or other benefit provided under any program or activity; or

(vi) Deny an opportunity to participate in any program or activity as an employee.

2.8 Rent Increases. Initial rents to be charged to residents of the Project are subject to City approval. Rents may not be increased more often than once every twelve (12) months, and may be increased by no more than five percent (5%) per year or by such lesser amount as permitted under California law. Owner shall provide each tenant with at least sixty (60) days' prior written notice of any increase in rent, or such longer advance written notice as may be required by California law. Owner shall comply with all applicable California rent control laws and tenant notification requirements.

3. Relocation.

3.1 Compliance with Laws. Owner covenants and agrees that persons residing on the Property as of the date of this Agreement shall not be displaced before suitable replacement housing and tenant space, as applicable, is available. Owner shall ensure that all occupants of the Property receive all notices, benefits, and assistance to which they are entitled in accordance with California Relocation Assistance Law (Government Code Section 7260 *et seq.*), all state and local regulations implementing such law, and all other applicable local, state and federal laws, regulations, and policies relating to the displacement and relocation of eligible persons as defined in such Relocation Laws, including but not limited to the Uniform Relocation Act (42 U.S.C. § 4601 *et seq.*) and implementing regulations (all of the foregoing, collectively "**Relocation Laws**").

3.2 Costs; Indemnity. Owner shall be responsible for payment of any and all costs and expenses incurred in connection with the temporary and/or permanent displacement and/or relocation of residential and commercial occupants of the Property as required by Relocation Laws, including, without limitation, payments to a relocation consultant, moving expenses, and payments for temporary and permanent relocation benefits pursuant to Relocation Laws, and City shall have no responsibility for payment therefor. To the greatest extent allowed by law, Owner shall indemnify, defend (with counsel reasonably approved by City) , and hold the Indemnitees harmless from and against any and all Claims arising in connection with the breach of Owner's obligations set forth in this Section whether or not any insurance policies shall have been determined to be applicable to any such Claims. Owner's indemnification obligations under set forth in this Section 3.2 shall not apply to Claims to the extent resulting from the gross negligence or willful misconduct of Indemnitees. The provisions of this Section 3.2 shall survive the expiration or earlier termination of this Agreement, and are subject to the additional terms set forth in Section 11.1 below.

4. Reporting Requirements; Access to Information; Inspections.

4.1 Tenant Certification. Owner or Owner's authorized agent shall obtain from each prospective tenant prior to initial occupancy of the Property, and on every anniversary thereafter, a written certificate containing all of the following in such format and with such supporting documentation as City may reasonably require:

(i) The identity of each household member;

(ii) The total household Gross Income; and

(iii) The basis upon which the tenant or prospective tenant qualifies as an Eligible Household.

For the purpose of determining whether a household is an Eligible Household, household Gross Income shall be determined using the criteria set forth in Section 6914 of Title 25 of the California Code of Regulations.

Owner shall retain such certificates for not less than five (5) years, and upon City's request, shall provide copies of such certificates to City and make the originals available for City inspection.

4.2 Annual Reports; Inspections. By not later than 180 days following the Effective Date, and thereafter by not later than May 31 of each year, Owner shall submit an annual report ("**Annual Report**") to the City in form attached hereto as Exhibit C, together with the additional information specified in this Section 4.2 and a certification that the Property is in compliance with the requirements of this Agreement. The Annual Report shall, at a minimum, include the following information for each occupant of the Property: (i) current rent, utility, and other charges; (ii) move-in date; (iii) documentation of source of household income; and (iv) the information required by Section 4.1. In addition, the Annual Report shall include the dates of any vacancies during the previous year.

Owner shall include with the Annual Report, an income recertification for each tenant, documentation verifying tenant eligibility, and such additional information as City may reasonably request from time to time in order to demonstrate compliance with this Agreement. The Annual Report shall conform to the format requested by City.

In addition to the information described above, the Annual Report shall include the following:

(i) A Property income and expense statement for the reporting period;

(ii) Proposed annual budget for the next fiscal year which sets forth Owner's estimate of operating income, operating expenses and debt service for the year, amounts payable to reserves and proposed rent adjustments;

(iii) A report on maintenance and other issues anticipated to affect the current budget needs of the Property as well as the amount in the Property's reserve accounts and the amount expected to be needed for major repairs or other needs during the new fiscal year;

(iv) Financial statements for the Property prepared in accordance with generally accepted accounting standards, and if requested by City, an audit by an independent certified public accountant.

(v) City may, in its reasonable discretion, from time to time request additional or different information, and Owner shall promptly supply such information in the reports required hereunder.

4.3. Maintenance of Records.

4.3.1 Owner shall maintain tenant leases, income certifications and other matters related to the leasing of the Property for a period of five (5) years after the final date of occupancy by the tenant.

4.3.2 Records must be kept accurate and up-to-date. City shall notify Owner of any records it deems insufficient. Owner shall have fifteen (15) calendar days from such notice to correct any specified deficiency in the records, or, if more than fifteen (15) days shall be reasonably necessary to correct the deficiency, Owner shall begin to correct the deficiency within fifteen (15) days and diligently pursue the correction of the deficiency as soon as reasonably possible.

4.4 Access to Records; Inspections.

4.4.1 With at least 48-hours' notice, during normal business hours, Owner shall provide City and its authorized agents and representatives access to the books, documents, and records of the Property for the purpose of making audits, examinations, excerpts and transcriptions.

4.4.2 With at least 48-hours' notice, during normal business hours and as often as may be deemed necessary, City and its authorized agents and representatives shall be permitted access to and the right to examine the Property and to interview tenants for the purpose of verifying compliance with applicable regulations and compliance with the conditions of this Agreement and the other City Documents.

5. Term of Agreement.

5.1 Term of Restrictions. This Agreement shall remain in effect until the fifty-fifth (55th) anniversary of the Effective Date of this Agreement, unless the parties agree to extend the term pursuant to a recorded amendment to this Agreement.

5.2 Effectiveness Succeeds Conveyance of Property and Repayment of Loan. This Agreement shall remain effective and fully binding for the full term hereof regardless of (i) any sale, assignment, transfer, or conveyance of the Property or any part thereof or interest therein, (ii) any payment, prepayment or extinguishment of the Loan or the Note, or (iii) any reconveyance of the Deed of Trust.

5.3 Reconveyance. Upon the termination of this Agreement, the Parties agree to execute and record appropriate instruments to release and discharge this Agreement; provided, however, the execution and recordation of such instruments shall not be necessary or a prerequisite to the termination of this Agreement upon the expiration of the term.

6. Binding Upon Successors; Covenants to Run with the Land. Owner hereby subjects its interest in the Property to the covenants and restrictions set forth in this Agreement. The City and Owner hereby declare their express intent that the covenants and restrictions set forth herein shall be deemed covenants running with the land and shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of Owner and City, regardless of any sale, assignment, conveyance or transfer of the Property or any part thereof or interest therein. Any successor-in-interest to Owner, including without limitation any purchaser, transferee or lessee of the Property (other than the tenants of the Property) shall be subject to all of the duties and obligations imposed hereby for the full term of this Agreement. Each and every contract, deed, ground lease or other instrument affecting or conveying the Property or any part thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, restrictions, duties and obligations set forth herein, regardless of whether such covenants, restrictions, duties and obligations are set forth in such contract, deed, ground lease or other instrument. If any such contract, deed, ground lease or other instrument has been executed prior to the date hereof, Owner hereby covenants to obtain and deliver to City an instrument in recordable form signed by the parties to such contract, deed, ground lease or other instrument pursuant to which such parties acknowledge and accept this Agreement and agree to be bound hereby. Owner agrees for itself and for its successors that in the event that a court of competent jurisdiction determines that the covenants herein do not run with the land, such covenants shall be enforced as equitable servitudes against the Property in favor of City.

7. Property Management; Repair and Maintenance; Marketing; Reserves; Supportive Services.

7.1 Management Responsibilities. Owner shall be responsible for all management functions with respect to the Property, including without limitation the selection of tenants, certification and recertification of household income and eligibility, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. City shall have no responsibility for management or maintenance of the Property.

7.2 Management Entity; Supportive Services Provider; Referral Agency. City shall have the right to review and approve the qualifications of (i) the management entity, (ii) the supportive services provider, and (iii) any agency that will verify the eligibility of prospective tenants of the Property, and shall have the right to review and approve any property management agreement, supportive services agreement, or similar agreement executed between Owner and such entities, which approval shall not be unreasonably withheld. The contracting of management services to a management entity shall not relieve Owner of its primary responsibility for proper performance of management duties. City hereby approves Lily Housing, a California limited liability company, as the initial management entity for the Property. Any subsequent management entity or supportive services provider shall be subject to City review and approval, which shall not be unreasonably withheld or delayed. Upon City determination and delivery of written notice to Owner that Owner has failed to operate the Property in accordance with this Agreement, City may require Owner to contract with a qualified management agent selected by City, to operate the Property, or to make such other arrangements as City deems necessary to ensure performance of the required functions.

7.3 Repair, Maintenance and Security. Throughout the term of this Agreement, Owner shall at its own expense, maintain the Property in good physical condition, in good repair, and in decent, safe, sanitary, habitable and tenantable living conditions in conformity with all applicable state, federal, and local laws, ordinances, codes, and regulations. Without limiting the foregoing, Owner agrees to maintain the Property (including without limitation, the common areas) in a condition free of all waste, nuisance, debris, unmaintained landscaping, graffiti, disrepair, abandoned vehicles/appliances, and illegal activity, and shall take all reasonable steps to prevent the same from occurring on the Property. Owner shall prevent and/or rectify any physical deterioration of the Property and shall make all repairs, renewals and replacements necessary to keep the Property in good condition and repair. Owner shall provide adequate security measures for the Property, including without limitation, the installation of adequate lighting and deadbolt locks. All construction/rehabilitation work and professional services for the Property shall be performed by persons or entities licensed or otherwise authorized to perform the applicable work or service in the State of California and shall have a current City of Livermore business license if required under local law. Owner shall comply in all respects with the homeowners' association rules and regulations and all other rules and regulations applicable to the Property. Owner shall diligently work to resolve complaints related to noise, parking, litter or other neighborhood concerns.

7.4 City's Right to Perform Maintenance. In the event that Owner breaches any of the covenants contained in Section 7.3, and such default continues for a period of ten (10) days after written notice from City (with respect to graffiti, debris, and waste material) or thirty (30) days after written notice from City (with respect to landscaping, building improvements and general maintenance), then City, in addition to any other remedy it may have under this Agreement or at law or in equity, shall have the right, but not the obligation, to enter upon the Property and perform all acts and work necessary to protect, maintain, and preserve the improvements and the landscaped areas on the Property. All costs expended by City in connection with the foregoing, shall constitute an indebtedness secured by the Deed of Trust, and shall be paid by Owner to City upon demand. All such sums remaining unpaid thirty (30) days following delivery of City's invoice therefor shall bear interest at the lesser of 10% per annum or the highest rate permitted by applicable law.

7.5 Marketing and Management Plan. Owner shall submit for review and approval by the City, a plan for marketing and managing the Property ("**Marketing and Management Plan**" or "**Plan**"). The Marketing and Management Plan shall address in detail how Owner plans to market the Property to prospective Eligible Households in accordance with fair housing laws and this Agreement, Owner's tenant selection criteria and procedures, and how Owner plans to certify the eligibility of Eligible Households. The Plan shall also describe the management team and shall address how the Owner and the management entity plan to manage and maintain the Property. The Plan shall include the proposed management agreement and the form of rental agreement that Owner proposes to enter into with tenants of the Property. In addition, the Plan shall include: (i) information regarding the qualifications of the proposed supportive services provider or staffing that will provide services to residents of the Property, and copies of agreements for the provision of services by social services providers, (ii) information regarding any organizations or agencies that will provide referrals of Eligible Households for prospective occupancy of the Property, and (iii) the supportive services that will be provided to tenants of the Property. Owner shall abide by the terms of the Marketing and Management Plan in marketing, managing, and maintaining the Property, and throughout the term of this Agreement, shall submit proposed modifications to City for review and approval.

In addition to the foregoing, the Marketing and Management Plan shall address the following:

(a) The actions to be taken by Owner to affirmatively market the Property in compliance with fair housing laws and in compliance with City's policies and procedures, including, without limitation, the policies described in Sections 2.3 and 2.7 above;

(b) Criteria for determining tenant eligibility, including certification of household income and size, and establishing reasonable occupancy standards (which shall not exceed the standards specified in Section 2.6, or if more restrictive, the standards established by state and federal fair housing laws and state housing and building codes), and procedures for screening prospective tenants, including obtaining credit reports, unlawful detainer reports, landlord references and criminal background investigations;

(c) A requirement that eligible tenants be selected based on order of application, lottery or other reasonable method approved by City;

(d) A requirement that eligible applicants be notified of eligibility and be provided an estimate regarding when a bedroom in the Property may be available for rent;

(e) A requirement that ineligible applicants be notified of the reason for their ineligibility;

(f) Specific procedures through which applicants deemed to be ineligible may appeal this determination;

(g) Maintenance of a waiting list of eligible applicants;

(h) Specific procedures for obtaining documentation regarding prospective tenants' incomes, as necessary, to certify that such income does not exceed income limits;

(i) Specific procedures for certification and recertification of household incomes and procedures for handling over-income tenants;

(j) A requirement that a written rental agreement (subject to City approval) be executed with each Eligible Household selected to occupy the Property;

(k) A detailed listing of reasonable rules of conduct and occupancy which shall be in writing, shall be consistent with federal and state law, and shall be provided to each tenant upon occupancy;

(l) Procedures for maintenance and management of the Property;

(m) Procedures for dealing with tenant or neighborhood issues or concerns;

(n) Procedures for maintaining a reserve account, budgeting for maintenance and repair needs as well as long-term rehabilitation needs, and handling net cash flow;

(o) Such other requirements and criteria/procedures as City may reasonably determine appropriate; and

(p) Owner's plan for educating tenants regarding, and ensuring compliance with, the homeowners' association rules and regulations and other regulations applicable to the Property, including without limitation, rules regarding parking, storage, and use of balconies.

7.6 Approval of Amendments. If City has not responded to any submission of the Management and Marketing Plan, the proposed management entity, the proposed management agreement, or a proposed amendment or change to any of the foregoing within sixty (60) days following City's receipt of such plan, proposal, agreement or amendment, the plan, proposal, agreement, or amendment shall be deemed approved by City.

7.7 Fees, Taxes, and Other Levies. Owner shall be responsible for payment of all fees, assessments, taxes, charges, liens and levies applicable to the Property, including without limitation possessory interest taxes, if applicable, imposed by any public entity, and shall pay such charges prior to delinquency. However, Owner shall not be required to pay any such charge so long as (a) Owner is contesting such charge in good faith and by appropriate proceedings, (b) Owner maintains reserves adequate to pay any contested liabilities, and (c) on final determination of the proceeding or contest, Owner immediately pays or discharges any decision or judgment rendered against it, together with all costs, charges and interest. The foregoing is not intended to impair Owner's ability to apply for any applicable exemption from property taxes or other assessments and fees.

7.8 Insurance Coverage. Throughout the term of this Agreement Owner shall comply with the insurance requirements set forth in Exhibit B, and shall, at Owner's expense, maintain in full force and effect insurance coverage as specified in Exhibit B.

7.9 Property Damage or Destruction. If any part of the Property is damaged or destroyed, Owner shall repair or restore the same, consistent with the occupancy and rent restriction requirements set forth in this Agreement. Such work shall be commenced as soon as reasonably practicable after the damage or loss occurs and shall be completed within one year thereafter or as soon as reasonably practicable, provided that insurance proceeds are available to be applied to such repairs or restoration within such period and the repair or restoration is financially feasible.

7.10 Required Reserves. Owner shall be obligated to establish and maintain an operating and replacement reserve account for the Property ("**Reserve**"). The Reserve shall initially be funded with the sum of Five Thousand Dollars ($5,000) which shall be deposited into the Reserve as of close of escrow for Owner's acquisition of the Property. The Reserve shall be replenished from Property net operating income so that the minimum amount in the Reserve is Five Thousand Dollars ($5,000). The maximum amount that can be held in the Reserve is two percent (2%) of the fair market value of the Property or such other amount approved by City. Reserve funds may be used solely for maintenance and operating expenses of the Property. The City's advance written consent, which shall not be unreasonably withheld, shall be required for withdrawals from the Reserve for non-routine operating and maintenance expenses exceeding the sum of Three Thousand Dollars ($3,000).

7.11 No Criminal Activity. Owner agrees that neither Owner nor any person residing on the Property, their guests or persons under their control, shall permit, engage in, or facilitate criminal activity within the Property, within the development in which the Property is located, or on the streets bordering such development. This includes, without limiting the foregoing: (i) the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. Section 802); (ii) the unlawful discharge of firearms; and (iii) all acts or threats of violence, harming, or intending to harm a person or property.

8. Recordation; Subordination. This Agreement shall be recorded in the Official Records. The City agrees that the City will not withhold consent to reasonable requests for subordination

of this Agreement to deeds of trust provided for the benefit of lenders identified in the financing plan submitted to City for the Property in accordance with the Loan Agreement, as such plan may be updated with City approval, provided that the instruments effecting such subordination include reasonable protections to the City in the event of default, including without limitation, extended notice and cure rights.

9. Transfer and Encumbrance.

9.1 Restrictions on Transfer and Encumbrance. During the term of this Agreement, except as permitted pursuant to the Loan Agreement or this Agreement, Owner shall not directly or indirectly, voluntarily, involuntarily or by operation of law make or attempt any total or partial sale, transfer, conveyance, assignment or lease (collectively, "**Transfer**") of the whole or any part of the Property or the Project without the prior written consent of the City, which approval shall not be unreasonably withheld. In addition, prior to the expiration of the term of this Agreement, except as expressly permitted by this Agreement or the Loan Agreement, Owner shall not undergo any significant change of ownership without the prior written approval of City. For purposes of this Agreement, a "significant change of ownership" shall mean a transfer of the beneficial interest of more than twenty-five percent (25%) in aggregate of the present ownership and /or control of Owner, taking all transfers into account on a cumulative basis.

9.2 Conditionally Permitted Transfers. Subject to the provisions of this Section 9.2, and if applicable, Section 9.3, the prohibitions on Transfer set forth herein shall not be deemed to prevent: (i) the lease of bedrooms or dwelling units within the Property to tenants for occupancy as their principal residence in accordance with this Agreement; (ii) assignments creating security interests for the purpose of financing the acquisition or improvement of the Property in accordance with the Financing Plan approved in accordance with the Loan Agreement as such may be updated with City Approval, or Transfers directly resulting from the foreclosure of, or granting of a deed in lieu of foreclosure of, such a security interest; or (iii) a Transfer to a tax-exempt entity under the direct control of, or under common control with, Owner.

9.3 Requirements for Proposed Transfers. The City may, in the exercise of its sole discretion, consent to a proposed Transfer of this Agreement, the Property, the Improvements, or part thereof if all of the following requirements are met (provided however, the requirements of this Section 9.3 shall not apply to Transfers described in clauses (i) and (ii) of Section 9.2.

(i) The proposed transferee demonstrates to the City's satisfaction that it has the qualifications, experience and financial resources necessary and adequate as may be reasonably determined by the City to competently manage the Project and to otherwise fulfill the obligations undertaken by the Owner under this Agreement.

(ii) The Owner and the proposed transferee shall submit for City review and approval all instruments and other legal documents proposed to affect any Transfer of all or any part of or interest in the Property, the Project, or this Agreement together with such documentation of the proposed transferee's qualifications and development capacity as the City may reasonably request.

(iii) The proposed transferee shall expressly assume all of the rights and obligations of the Owner under this Agreement and the other City Documents arising after the effective date of the Transfer and all obligations of Owner arising prior to the effective date of the Transfer (unless Owner expressly remains responsible for such obligations), and shall agree to be subject to and assume all of Owner's obligations under the City Documents.

(iv) The final form of the organizational documents of the proposed transferee, and any subsequent amendments that affect the City's economic interests under this Agreement or the City Documents shall be subject to the City's review and approval.

(v) The Transfer and the assumption of Owner's obligations shall be effectuated pursuant to an assignment and assumption agreement in form approved by City and recorded in the Official Records.

Consent to any proposed Transfer may be given by the City's Authorized Representative unless the City's Authorized Representative, in his or her discretion, refers the matter of approval to the City Council. If the City has not rejected a proposed Transfer or requested additional information regarding a proposed Transfer in writing within thirty (30) days following City's receipt of written request by Owner, the proposed Transfer shall be deemed approved.

9.4 Effect of Transfer without City Consent. In the absence of specific written agreement by the City, no Transfer of the Property shall be deemed to relieve the Owner or any other party from any obligation under this Agreement. It shall be an Event of Default hereunder entitling City to pursue remedies including without limitation, acceleration of the Loan and/or foreclosure under the Deed of Trust if without the prior written approval of the City, Owner assigns or Transfers this Agreement or the Property in violation of Section 9. This Section 9.4 shall not apply to Transfers described in clauses (i) and (ii) of Section 9.2.

9.5 Recovery of City Costs. Within ten (10) days following City's delivery to Owner of an invoice detailing such costs, Owner shall reimburse City for all City costs, including but not limited to reasonable attorneys' fees, incurred in reviewing instruments and other legal documents proposed to affect a Transfer of this Agreement, Owner's interest in the Property or part thereof, and in reviewing the qualifications and financial resources of a proposed successor, assignee, or transferee.

9.6 Encumbrances. Owner agrees to cooperate with City in good faith to ensure that all deeds of trust or other security instruments and any applicable subordination agreement recorded against the Property or part thereof for the benefit of a lender other than City ("**Third-Party Lender**") shall contain each of the following provisions: (i) Third-Party Lender shall use its best efforts to provide to City a copy of any notice of default issued to Owner concurrently with provision of such notice to Owner; (ii) City shall have the reasonable right, but not the obligation, to cure any default by Owner within the same period of time provided to Owner for such cure extended by an additional ninety (90) days; (iii) provided that City has cured any default under Third-Party Lender's deed of trust and other loan documents, City shall have the right to foreclose the Deed of Trust, and take title to the Property without acceleration of Third-Party Lender's debt; and (iv) City shall have the right to transfer the Property without acceleration of Third-Party Lender's debt to a nonprofit corporation or other entity which shall

own and operate the Property as affordable rental housing, subject to the prior written consent of the Third-Party Lender. Owner agrees to provide to City a copy of any notice of default Owner receives from any Third-Party Lender within three (3) business days following Owner's receipt thereof.

9.7 Mortgagee Protection. No violation of any provision contained herein shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon all or any portion of the Property, and the purchaser at any trustee's sale or foreclosure sale shall not be liable for any violation of any provision hereof occurring prior to the acquisition of title by such purchaser. Any such purchaser shall be bound by and subject to this Agreement from and after such trustee's sale or foreclosure sale. Promptly upon determining that a violation of this Agreement has occurred, City shall give written notice to the holders of record of any mortgages or deeds of trust encumbering the Property that such violation has occurred.

10. Default and Remedies.

10.1 Events of Default. The occurrence of any one or more of the following events shall constitute an event of default hereunder ("**Event of Default**"):

(i) The occurrence of a Transfer in violation of Section 9 hereof;

(ii) Owner's failure to maintain insurance on the Property as required hereunder, and the failure of Owner to cure such default within five (5) days;

(iii) Subject to Owner's right to contest the following charges, Owner's failure to pay taxes or assessments due on the Property or failure to pay any other charge that may result in a lien on the Property, and Owner's failure to cure such default within twenty (20) days of delinquency, but in all events prior to the date upon which the holder of any such lien has the right to foreclose thereon;

(iv) A default arises under any loan secured by a mortgage, deed of trust or other security instrument recorded against the Property and remains uncured beyond any applicable cure period such that the holder of such security instrument has the right to accelerate repayment of such loan;

(v) A default arises under the Loan Agreement, the Note, or the Deed of Trust and remains uncured beyond the expiration of any applicable cure period;

(vi) Owner's default in the performance of any term, provision or covenant under this Agreement (other than an obligation enumerated in this Section 10.1), and unless such provision specifies a shorter cure period for such default, the continuation of such default for ten (10) days in the event of a monetary default or thirty (30) days in the event of a non-monetary default following the date upon which City shall have given written notice of the default to Owner, or if the nature of any such non-monetary default is such that it cannot be cured within thirty (30) days, Owner's failure to commence to cure the default within thirty (30) days and thereafter prosecute such cure to completion with due diligence and in good faith within not later than ninety (90) days following receipt of notice of default.

10.2 Remedies. Upon the occurrence of an Event of Default and its continuation beyond any applicable cure period, City may proceed with any of the following remedies:

(i) Bring an action for equitable relief seeking the specific performance of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of such terms and conditions, and/or seeking declaratory relief;

(ii) Accelerate and declare the balance of the Note and interest accrued thereon immediately due and payable and proceed with foreclosure under the Deed of Trust;

(iii) For violations of obligations with respect to rents for the Property, impose as liquidated damages a charge in an amount equal to the actual amount collected in excess of the Affordable Rent; or

(iv) Pursue any other remedy allowed under the City Documents or at law or in equity.

Each of the remedies provided herein is cumulative and not exclusive. The City may exercise from time to time any rights and remedies available to it under applicable law or in equity, in addition to, and not in lieu of, any rights and remedies expressly provided in this Agreement.

11. Indemnity. To the greatest extent permitted by law, Owner shall indemnify, defend (with counsel approved by City) and hold the Indemnitees harmless from and against all Claims arising directly or indirectly, in whole or in part, as a result of or in connection with Owner's (or Owner's employees', agents', or contractors') management, or operation of the Property or any failure to perform any obligation as and when required by this Agreement. Owner's indemnification obligations under this Section 11 shall not extend to Claims to the extent resulting from the gross negligence or willful misconduct of Indemnitees. The provisions of this Section 11 shall survive the expiration or earlier termination of this Agreement, and are subject to the additional terms set forth in Section 11.1 below.

11.1 Terms Applicable to Indemnity Provisions. The terms set forth in this Section 11.1 shall apply to all provisions of this Agreement that pertain to Owner's obligations to indemnify City and the other Indemnitees, including without limitation, Sections 3.2 and 11. In connection with each such provision, all of the following shall apply:

(a) City does not and shall not waive any rights against Owner that it may have by reason of any indemnity and hold harmless provision set forth in this Agreement because of the acceptance by City, or the deposit with City by Owner, of any of the insurance policies described in this Agreement.

(b) Owner's obligation to indemnify the Indemnitees shall not be limited or impaired by any of the following: (i) any amendment or modification of any City Document; (ii) any extensions of time for performance required by any City Document; (iii) any provision in any of the City Documents limiting City's recourse to property securing the Secured Obligations (as defined in the Deed of Trust), or limiting the personal liability of Owner, or any other party for

payment of all or any part of the indebtedness evidenced by the Note; (iv) the accuracy or inaccuracy of any representation and warranty made by Owner under this Agreement or by Owner or any other party under any City Document, (v) the release of Owner or any other person, by City or by operation of law, from performance of any obligation under any City Document; (vi) the release or substitution in whole or in part of any security for repayment of the indebtedness evidenced by the Note; and (vii) City's failure to properly perfect any lien or security interest given as security for repayment of the indebtedness evidenced by the Note.

(c) The obligations of Owner to indemnify the Indemnitees shall survive any repayment or discharge of the indebtedness evidenced by the Note, any foreclosure proceeding, any foreclosure sale, any delivery of any deed in lieu of foreclosure, and any release of record of the lien of the Deed of Trust.

12. Miscellaneous.

12.1 Amendments. This Agreement may be amended or modified only by a written instrument signed by both Parties and recorded in the Official Records.

12.2 No Waiver. Any waiver by City of any term or provision of this Agreement must be in writing. No waiver shall be implied from any delay or failure by City to take action on any breach or default hereunder or to pursue any remedy allowed under this Agreement or applicable law. No failure or delay by City at any time to require strict performance by Owner of any provision of this Agreement or to exercise any election contained herein or any right, power or remedy hereunder shall be construed as a waiver of any other provision or any succeeding breach of the same or any other provision hereof or a relinquishment for the future of such election.

12.3 Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by: (i) personal delivery, in which case notice is effective upon delivery; (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered upon receipt if delivery is confirmed by a return receipt; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

City: City of Livermore
Administration Building
1052 South Livermore Avenue
Livermore, CA 94550-4899
Attention: Housing and Human Services Manager

With a copy to:

City of Livermore
Administration Building
1052 South Livermore Avenue
Livermore, CA 94550-4899
Attention: City Manager

Owner: Tri Valley REACH, Inc.
P.O. Box 5564Pleasanton, CA 94566
Attention: Board President

12.4 Further Assurances. The Parties shall execute, acknowledge and deliver to the other such other documents and instruments, and take such other actions, as either shall reasonably request as may be necessary to carry out the intent of this Agreement.

12.5 Parties Not Co-Venturers; Independent Contractor; No Agency Relationship. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of Owner and City shall not be construed as a joint venture, equity venture, partnership or any other relationship. City neither undertakes nor assumes any responsibility or duty to Owner (except as expressly provided in this Agreement) or to any third party with respect to the Property. Owner and its employees are not employees of City but rather are, and shall always be considered independent contractors. Furthermore, Owner and its employees shall at no time pretend to be or hold themselves out as employees or agents of City. Except as City may specify in writing, Owner shall not have any authority to act as an agent of City or to bind City to any obligation.

12.6 Action by the City. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent or request by the City is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the City's Authorized Representative or by any person who shall have been designated by the City's Authorized Representative, without further approval by the City Council.

12.7 Non-Liability of City and City Officials, Employees and Agents. No officer, official, employee or agent of the City shall be personally liable to Owner or any successor in interest, in the event of any default or breach by the City, or for any amount of money which may become due to Owner or its successor or for any obligation of City under this Agreement.

12.8 Headings; Construction; Statutory References. The headings of the sections and paragraphs of this Agreement are for convenience only and shall not be used to interpret this Agreement. Except as otherwise expressly stated herein, any reference to a particular section of this Agreement shall mean a reference to all subsections of such section. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party. All references in this Agreement to particular statutes, regulations, ordinances or resolutions of the United States, the State of California, or the City of Livermore shall be

deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

12.9 Time is of the Essence. Time is of the essence in the performance of this Agreement.

12.10 Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Alameda County, California or in the Federal District Court for the Northern District of California.

12.11 Attorneys' Fees and Costs. If any legal or administrative action is brought to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

12.12 Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

12.13 Entire Agreement; Exhibits. This Agreement, together with the Loan Agreement, the Note, and the Deed of Trust contains the entire agreement of Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the Parties with respect thereto. Exhibits A through C, attached hereto are incorporated herein by this reference.

12.14 Survival. Owner's obligations pursuant to Sections 3.1, and 11, and all other provisions that expressly so state, shall survive the expiration or termination of this Agreement.

12.15 No Third Party Beneficiaries. Except as expressly set forth herein, nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

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

SIGNATURES ON FOLLOWING PAGE(S).

IN WITNESS WHEREOF, the Parties have executed this Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants as of the date first written above.

CITY:

City of Livermore, a municipal corporation

By: _____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

OWNER:

Tri-Valley REACH, Inc., a California nonprofit public benefit corporation
By:_____

Print Name:_____

Title:_____

SIGNATURES MUST BE NOTARIZED.

ACKNOWLEDGMENT

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

State of California)
) ss
County of _____)

On _____, before me,_____,
(Name of Notary)

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.

_____
(Notary Signature)

ACKNOWLEDGMENT

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

State of California)
) ss
County of _____)

On _____, before me,_____,
(Name of Notary)

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.

_____
(Notary Signature)

Exhibit A

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to is situated in the County of Alameda, City of Livermore, State of California, and is described as follows:

Lot 34 as shown on the map of tract 2010, Livermore, Alameda County, California, filed August 10, 1960 in Book 42 of Maps, at Pages 39 and 40, in the Office of the County Recorder of Alameda County.

Exhibit B

INSURANCE REQUIREMENTS

Throughout the term of this Agreement, Owner shall maintain the following policies of insurance and shall comply with all provisions set forth in this Exhibit.

(a) Commercial General Liability. A commercial general liability policy, including coverage for bodily injury, property damage, products, completed operations and contractual liability coverage, with coverage limits in the amount of One Million Dollars ($1,000,000) each occurrence, Two Million Dollars ($2,000,000) annual aggregate. Such policy or policies shall be written on an occurrence basis and shall name the Indemnitees as additional insureds. The annual aggregate limit under the policies must apply separately to the Property, or must be not less than three times the annual aggregate limit specified in this paragraph.

(b) Automobile. Comprehensive automobile liability coverage in the amount of One Million Dollars ($1,000,000), combined single limit including coverage for owned and non-owned vehicles. Automobile liability policies shall name the Indemnitees as additional insureds.

(c) Worker's Compensation; Employer's Liability. Owner shall furnish or cause to be furnished to City evidence satisfactory to City that Owner and any contractor that has contracted for the performance of work on the Property carries statutory Workers' Compensation insurance and Employer's Liability insurance in a minimum amount of One Million Dollars ($1,000,000) per accident, per employee for bodily injury or disease.

(d) Intentionally omitted.

(e) Property. Property insurance covering all risks of loss (other than earthquake), including flood (if required) for 100% of the replacement value of the Property, including tenant improvements, betterments, and contents, with deductible, if any, in an amount acceptable to City, naming City as loss payee as its interests may appear.

(f) Insurance Providers. Companies writing the insurance required hereunder shall be licensed to do business in the State of California. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A: VII.

(g) Evidence of Insurance, Endorsements, Policies. Prior to the Effective Date of the Loan Agreement, Owner shall furnish City with certificates of insurance in form acceptable to City evidencing the insurance coverage described in paragraphs (a), (b), (c), and (e) above, together with duly executed endorsements evidencing the City's status as additional insured, and all other endorsements and coverage required hereunder. The certificates shall contain a statement of obligation on the part of the carrier to notify City of any material adverse change, cancellation, termination or non-renewal of the coverage at least thirty (30) days in advance of the effective date of any such material adverse change, cancellation, termination or non-renewal. The certificates shall name as Certificate Holder, City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550. Owner shall furnish City with evidence of property insurance in compliance with paragraph (e) above prior to the date of close of escrow for conveyance of the Property to Owner. Upon City's request, Owner shall furnish or arrange to have furnished to City, complete certified copies of all insurance policies required under this Agreement.

City's failure to make such request shall not constitute a waiver of the right to require delivery of the policies in the future.

(h) Additional Insured Endorsements. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Coverage shall be at least as broad as CG 20 10 04 13.

(i) Reinstatement. If any insurance policy or coverage required hereunder is canceled or reduced, Owner shall, within five (5) days after receipt of notice of such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction, file with City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon failure to so file such certificate, City may, without further notice and at its option, procure such insurance coverage at Owner's expense, and Owner shall promptly reimburse City for such expense upon receipt of billing from City.

(j) Primary Coverage; Waiver of Subrogation; Annual Aggregate Limits. All coverage shall be primary insurance and shall not be contributing with any insurance, or self-insurance maintained by City, and the policies shall so provide. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall 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. The policies or endorsements shall provide that any failure of the named insured to comply with reporting or other provisions of any policy, including breaches of warranties, shall not affect coverage provided to the City of Livermore and the Indemnitees as additional insured, and that the coverage shall apply to each insured against whom claim is made or suit is brought, subject to the limits of liability under the policy. Each insurance policy, including Worker's Compensation, must contain a waiver of subrogation for the benefit of the City. If any of the required insurance is provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs are included in such annual aggregate limit, such annual aggregate limit shall be three times the occurrence limits specified above.

(k) Deductibles/Retentions. **Any deductibles or self-insured retentions shall be declared to, be subject to approval by, the City Attorney. At the option of and upon request by the City Attorney if the City Attorney determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects the Indemnitees or Owner shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses. Policies containing any self-insured retention shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or by the City of Livermore.**

(l) Adjustments. The limits of the liability coverage and, if necessary, the terms and conditions of insurance, shall be reasonably adjusted from time to time (not less than every five (5) years after the Effective Date nor more than once in every three (3) year period) to address changes in circumstances, including, but not limited to, changes in inflation and the litigation climate in California. Within thirty (30) days following City's delivery of written notice of any such adjustments, Owner shall provide City with amended or new insurance certificates and endorsements evidencing compliance with such adjustments.

(m) Additional Insured Coverage; Liability Limits. For all liability insurance required by this Agreement, Owner shall obtain endorsements that name the Indemnitees as additional insured in the full amount of all applicable policies, notwithstanding any lesser minimum limits specified in this Agreement. This Agreement requires Owner to obtain and provide for the benefit of the Indemnitees, additional insured coverage in the same amount of insurance carried by Owner, but in no event less than the minimum amounts specified in this Agreement. In the event that Owner obtains insurance policies that provide liability coverage broader than or in amounts greater than specified in this Agreement, the actual limits provided by such policies shall be deemed to be the amounts required under this Agreement. Without limiting the foregoing, the limits of liability coverage specified in this Agreement are not intended, nor shall they operate, to limit City's ability to recover amounts in excess of the minimum amounts specified in this Agreement.

Exhibit C

FORM OF ANNUAL REPORT

(See attached.)

LIVERMORE

MULTI-FAMILY RENTAL PROJECT ANNUAL REPORT

PROJECT CONTACT INFORMATION

Property Information

Property Name	
Address	
Community Manager	
Phone	
Email	
Website (if applicable)	

Owner Information

Owner Name	
Company Name	
Owner Address	
City, State, Zip	
Phone	
Email	
Primary Contact	
Secondary Contact	

Management Agent Information

Company Name	
Address	
City, State, Zip	
Phone	
Email	
Primary Contact Name	
Secondary Contact Name	

Name of first point of contact for and on-site monitoring of the property:

LIVERMORE

MULTI-FAMILY RENTAL PROJECT ANNUAL REPORT

Property Name & Address	
Person Completing Report	
Date	
Report Period	

Compliance with Required Number of Low Income Units

Total number of income restricted units which are currently occupied (or reserved and available for occupancy) by low-income households:	
Number of vacant income restricted units at the time of this report:	
I hereby certify that these units in the quantity listed above have been continuously designated as units for occupancy by low-income households during the reporting period:	
Name of Project Owner or Authorized Agent	Title

Compliance with Rent Limits

List below the current monthly rents of the units restricted for occupancy by low-income households as well as the prior rents (if increases were made during the report period):

Plan	Number of Bedrooms	Current Rent	Prior Rent	% Increase	Additional Fees Charged	Utility Allowance (if applicable) or Amount of Tenant Paid Utilities
I hereby certify that the rents in all units designated for low-income households did not exceed the levels authorized under the regulatory agreement/restrictive covenants with the City of Livermore during the reporting period:						
Name of Project Owner or Authorized Agent					Title	

Restricted Unit Occupant Information

Unit #	Bdrms	Unit Income Level	Tenant Last Name	Move-In Date	# in Household	Reported Annual Income	Effective Date of Current Rent	Tenant Paid Rent	Section 8? (Y/N)

Occupant Demographic Information

Occupant Race	Unduplicated Race	Unduplicated Ethnicity Hispanic/Latino/Latina/Latinx
White		
Black or African American		
Asian		
American Indian, Alaskan Native, or Indigenous		
Native Hawaiian or Pacific Islander		
Multiracial		
Other Race		
Additional Category (please specify):		
Unduplicated Totals	0	0

Occupant Income Levels	Unduplicated Income
Extremely Low (<30% AMI)	
Very Low (30%-50% AMI)	
Low (50% to 80% AMI)	
Moderate (>80% AMI)	
Unduplicated Total	0

Occupant Gender Identity	Total
Man	
Non-Binary	
Transgender	
Woman	
Additional Category (please specify):	
Total	0

NOTE: May include duplication if an occupant has more than one identity.

Other Characteristics	Total
Senior	
Disabled	
Youth	
Formerly Homeless	
Additional Category (please specify):	
Additional Category (please specify):	
Additional Category (please specify):	

NOTE: May include duplication if an occupant has more than one of the listed characteristics.

LIVERMORE

MULTI-FAMILY RENTAL PROJECT ANNUAL REPORT

PROPERTY CONDITION REPORT

Property Name	
Address	
Name of Person Completing Report	
Reporting Period	

List any physical defects or major repair work undertaken within the reporting period:

Comments on any general management/performance issues within the reporting period:

Exhibit F

FINANCING PLAN

(See Attached)

This Page Intentionally Left Blank

Exhibit G

INSURANCE REQUIREMENTS

Borrower shall obtain the following policies of insurance, and shall maintain such policies and comply with all provisions of this Exhibit throughout the term of the Regulatory Agreement.

(a) Commercial General Liability. Borrower (and until the issuance of the final certificate of occupancy or equivalent for the Project, all contractors and subcontractors working on behalf of Borrower on the Project) shall maintain a commercial general liability policy including coverage for bodily injury, property damage, products, completed operations and contractual liability coverage with coverage limits in the amount of One Million Dollars ($1,000,000) each occurrence, Two Million Dollars ($2,000,000) annual aggregate. Such policy or policies shall be written on an occurrence basis and shall name the Indemnitees as additional insureds. The annual aggregate limit under the policies must apply separately to the Property, or must be not less than three times the annual aggregate limit specified in this paragraph.

(b) Automobile. Borrower (and until the issuance of the final certificate of occupancy or equivalent for the Project, all contractors and subcontractors working on behalf of Borrower on the Project) shall maintain a comprehensive automobile liability policy providing coverage for bodily injury and property damage in the amount of One Million Dollars ($1,000,000), combined single limit including coverage for owned and non-owned vehicles. Automobile liability policies shall name the Indemnitees as additional insureds.

(c) Worker's Compensation and Employer's Liability. Borrower shall furnish, or cause to be furnished, to City evidence satisfactory to City that Borrower and any contractor or subcontractor with whom Borrower or the general contractor has contracted for the performance of work on the Property, carries statutory Workers' Compensation insurance and Employer's Liability insurance in a minimum amount of One Million Dollars ($1,000,000) per accident, per employee for bodily injury or disease.

(d) Intentionally omitted.

(e) Professional Liability/Errors and Omissions. Borrower shall require the Project architect, engineer, and general contractor to maintain Professional Liability/Errors and Omissions ("**E&O**") insurance with limits not less than Two Million Dollars ($2,000,000) each claim. The City's Risk Manager may approve lower limits for specially engineering firms and other professionals that will provide a limited scope of services for the Project. Certificates evidencing this coverage must reference both the Borrower and the Indemnitees. If the professional liability/errors and omissions insurance is written on a claims made form: (i) the retroactive date must be shown and must be before the Effective Date, (ii) insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of Project construction, and (iii) if coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the Effective Date, Borrower must purchase, or require the provision of, extended period coverage for a minimum of three (3) years after completion of construction.

(f) Property. Borrower shall maintain property insurance covering all risks of loss (other than earthquake), including flood (if required) for 100% of the replacement value of the Property, including all tenant improvements, betterments, and contents, with deductible, if any, in an amount acceptable to City, with a lender's loss payable endorsement for the benefit of City.

(g) Insurance Providers. Companies writing the insurance required hereunder shall be licensed to do business in the State of California. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A: VII.

(h) Evidence of Insurance; Certificates; Endorsements; Notice of Cancellation. Prior to the Effective Date of this Agreement, Borrower shall furnish City with certificates of insurance in form acceptable to City evidencing the insurance coverage described in paragraphs (a), (b), (c) and (f) above together with duly executed endorsements evidencing the City's status as additional insured, and all other endorsements and coverage required hereunder. The certificates shall contain a statement of obligation on the part of the carrier to notify City of any material adverse change, cancellation, termination or non-renewal of the coverage at least thirty (30) days in advance of the effective date of any such material adverse change, cancellation, termination or non-renewal. The certificates shall name as Certificate Holder, City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550. Prior to the Closing Date, Borrower shall furnish, or cause to be furnished, to City evidence of insurance coverage in compliance with paragraph (e) above prior to the Closing Date. All insurance certificates shall contain a statement of obligation on the part of the carrier to notify City of any material adverse change, cancellation, termination or non-renewal of the coverage at least thirty (30) days in advance of the effective date of any such material adverse change, cancellation, termination or non-renewal. Upon City's request, Borrower shall furnish or arrange to have furnished, complete certified copies of all insurance policies required under this Agreement. City's failure to make such request shall not constitute a waiver of the right to require delivery of the policies in the future.

(i) Additional Insured Endorsements. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Coverage shall be at least as broad as CG 20 10 04 13.

(j) Reinstatement. If any insurance policy or coverage required hereunder is canceled or reduced, Borrower shall, within five (5) days after receipt of notice of such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction, file with City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon failure to so file such certificate, City may, without further notice and at its option, procure such insurance coverage at Borrower's expense, and Borrower shall promptly reimburse City for such expense upon receipt of billing from City. Borrower shall require all persons and entities that are required to provide professional liability/E&O coverage pursuant to paragraph (e) above to use best efforts to reinstate the required coverage limits in the event coverage under such policies is reduced.

(k) Primary Coverage; Waiver of Subrogation; Annual Aggregate Limits. All coverage shall be primary insurance and shall not be contributing with any insurance, or self-insurance maintained by City, and the policies shall so provide. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall 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. The policies or endorsements shall provide that any failure of the named insured to comply with reporting or other provisions of any policy, including breaches of warranties, shall not affect coverage provided to the City of Livermore and the Indemnitees as additional insured, and that the coverage shall apply to each insured against whom claim is made or suit is brought, subject to the limits of liability under the policy. Each insurance policy, including Worker's Compensation, must contain a waiver of subrogation for the benefit of the City. With the exception of E&O policies, if any of the required insurance is provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs are included in such annual aggregate limit, such annual aggregate limit shall be three times the occurrence limits specified above.

(l) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, the City Attorney. At the option of and upon request by the City Attorney if the City Attorney determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects the Indemnitees or Borrower shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses. Policies containing any self-insured retention shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or by the City of Livermore.

(m) Adjustments. The limits of the liability coverage and, if necessary, the terms and conditions of insurance, shall be reasonably adjusted from time to time (not less than every five (5) years after the Effective Date nor more than once in every three (3) year period) to address changes in circumstances, including, but not limited to, changes in inflation and the litigation climate in California. City shall give written notice to Borrower of any such adjustments, and Borrower shall provide City with amended or new insurance certificates or endorsements evidencing compliance with such adjustments within thirty (30) days following receipt of such notice.

(n) Additional Insured Coverage; Liability Limits. For all liability insurance required by this Agreement except E&O and Workers' Compensation policies, Borrower (and Borrower's contractors, as applicable) shall obtain endorsements that name the Indemnitees as additional insured in the full amount of all applicable policies, notwithstanding any lesser minimum limits specified in this Agreement. This Agreement requires Borrower (and Borrower's contractors) to obtain and provide for the benefit of the Indemnitees, additional insured coverage in the same amount of insurance carried by Borrower, but in no event less than the minimum amounts specified in this Agreement. In the event that Borrower (or Borrower's contractors) obtains insurance policies that provide liability coverage broader than or in amounts greater than specified in this Agreement, the actual limits provided by such policies shall be deemed to be the amounts required under this Agreement. Without limiting the foregoing, the limits of liability coverage specified in this Agreement are not intended, nor shall they operate, to

limit City's ability to recover amounts in excess of the minimum amounts specified in this Agreement.

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of Livermore
1052 South Livermore Ave.
Livermore, CA 94550
Attention: City Clerk

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE §§6103, 27383

Space above this line for Recorder's use.

AFFORDABLE HOUSING REGULATORY AGREEMENT

AND

DECLARATION OF RESTRICTIVE COVENANTS

by and between

THE CITY OF LIVERMORE

and

Tri-Valley REACH, Inc

Supportive Shared Housing Rehabilitation and Expansion Program

_____, 20__

This Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants (this "**Agreement**") is entered into effective as of _____, 20__ ("**Effective Date**") by and between the City of Livermore, a municipal corporation ("**City**") and Tri-Valley REACH, Inc ("**Owner**"). The City and the Owner are collectively referred to herein as the "**Parties**."

RECITALS

A. Owner is the owner of the real property located at 4355 Colgate Avenue in the City of Livermore, Alameda County, California, consisting of six (6) residential units, Place, known as Alameda County Assessor Parcel No. 099-1084-047-00 , and more particularly described in Exhibit A attached hereto (the "**Property**").

B. City and Owner have entered into an Affordable Housing Loan Agreement, dated as of _____, 20__ (the "**Loan Agreement**"). The Loan Agreement provides that the Property will be required to be rented to Eligible Households at Affordable Rents in accordance with this Agreement for a period of not less than fifty-five (55) years.

C. Subject to the terms and conditions set forth in the Loan Agreement, City has agreed to provide a loan to Owner in the original principal amount of Ninety-One Thousand Seven Hundred and Sixty-Eight_____ Dollars ($91,768_____) (the **"Loan")** to assist Owner in rehabilitating in the Property. As a condition precedent to the funding of the Loan, City requires the Property to be subject to the terms, conditions and restrictions set forth herein.

D. Pursuant to the Loan Agreement, Owner shall execute and deliver to City a Secured Promissory Note (the "**Note**") to evidence Owner's obligation to repay the Loan. The Note shall be secured by a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing that shall be executed by Owner for the benefit of City (the "**Deed of Trust**") and recorded against the Property substantially concurrently herewith.

E. The purpose of this Agreement is to satisfy the affordability requirements of the City's Supportive Shared Housing Rehabilitation and Expansion Program (**"Program"**), and to regulate and restrict the occupancy and rents of the Property for the benefit of the Property's occupants. The Parties intend the covenants set forth in this Agreement to run with the land and to be binding upon Owner and Owner's successors and assigns for the full term of this Agreement.

NOW THEREFORE, in consideration of the foregoing, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

1. Incorporation of Recitals; Definitions.

1.1 Incorporation of Recitals. The Parties acknowledge the truth of the Recitals set forth above, and such Recitals are hereby incorporated into this Agreement by this reference.

1.2 Definitions. The following terms have the meanings set forth in this Section wherever used in this Agreement or the attached exhibits.

"**Affordable Rent**" means the maximum rent allowable for Extremely Low-Income households of one (1) person in a studio unit as specified in the City's Affordable Housing Sales Price and Rental Rates Chart (**"City Chart"**) established by City Council resolution. If the City Chart has not been updated for a period of 18 months, or if the City Chart is inconsistent with the rent limits as determined by the rules and regulations applicable to the MHP Program, then Affordable Rent shall mean a monthly rent that does not exceed the limits applicable pursuant to the MHP Program.

"**Area Median Income**" or "**AMI**" means the median income for Alameda County, California, as specified in the City Chart. If the City Chart has not been updated for a period of 18 months, or if the City Chart is inconsistent with the definition of "Area Median Income" as determined by the rules and regulations applicable to the MHP Program, then "Area Median Income" shall be determined in accordance with the rules and regulations applicable to the MHP program.

"**City's Authorized Representative**" means the City Manager of the City of Livermore.

"City Chart" means the City's Affordable Housing Sales Price and Rental Rates Chart established by City Council Resolution.

"**City Documents**" means the Loan Agreement, the Note, the Deed of Trust, and this Agreement.

"**Claims**" means collectively, liabilities, losses, costs, expenses (including without limitation attorneys' fees and costs of litigation), claims, demands, actions, suits, judicial or administrative proceedings, penalties, deficiencies, fines, orders, and damages.

"**Deed of Trust**" is defined in Recital D.

"**Eligible Household**" means an individual with an intellectual or developmental disability whose Gross Income upon initial occupancy does not exceed Extremely Low-Income.

"Extremely Low-Income" means thirty percent (30%) of Area Median Income, Adjusted for a household of one (1) person.

"Gross Income" shall have the meaning set forth in Section 6914 of Title 25 of the California Code of Regulations as such section may be revised from time to time.

"HCD" means the California Department of Housing and Community Development.

"HUD" means the U.S. Department of Housing and Urban Development.

"Indemnitees" means collectively, the City and its elected and appointed officers, officials, employees, agents, consultants, contractors, and designated volunteers.

"**Loan**" is defined in Recital C.

"**Loan Agreement**" is defined in Recital B.

"**Marketing and Management Plan**" is defined in Section 7.5.

"**MHP Program**" means the HCD Multifamily Housing Program established pursuant to Health and Safety Code Section 50675 *et seq.*

"**Note**" is defined in Recital D.

"**Official Records**" means the Official Records of the Alameda County Recorder.

"**Very Low-Income**" means fifty percent (50%) of Area Median Income, Adjusted for a household of one (1) person.

2. Use and Affordability Restrictions. Owner hereby covenants and agrees, for itself and its successors and assigns, that throughout the term of this Agreement (as defined in Section 5.1 below), the Property shall be used solely as an affordable shared housing residence with supportive services for tenants with a developmental disability, and that with the exception of a staff/manager's unit, occupancy will be limited to Eligible Households in compliance with the Loan Agreement and the requirements set forth in this Agreement. Owner represents and warrants that it has not entered into any agreement that would restrict or compromise its ability to comply with the occupancy and affordability restrictions set forth in this Agreement, and Owner covenants that it shall not enter into any agreement that is inconsistent with such restrictions without the express written consent of City.

2.1 Supportive Services. Owner has elected to operate the Property as supportive shared housing with supportive services for residents. To the extent applicable, the Property will be operated at all times in accordance with (a) the Unruh Act, including without limitation California Civil Code Sections 51.2, 51.3, and 51.4; (b) the federal Fair Housing Act, 42 U.S.C. Section 3607(b) and 24 CFR 100.304; (c) the California Fair Employment and Housing Act, Government Code Section 12900 *et seq.*, and (d) all other applicable laws and regulations. Owner shall make the following supportive services available to residents of the Property: specialized health-care and other therapies, leisure and recreational opportunities, and life skills and training services, and Owner shall provide or arrange for the provision of supportive services to residents of the Property in accordance with the Plan described in Section 7.5 below.

2.2 Affordability and Occupancy Requirements. Throughout the term of this Agreement (as defined in Section 5.1 below), the individual bedrooms or dwelling units in the Property shall be rented at Affordable Rents to Eligible Households. Notwithstanding any contrary provision of this Agreement, rent for tenants who have Housing Choice/Section 8 vouchers shall be set in accordance with the rules and regulations applicable to such program. Owner shall comply with rent and occupancy restrictions imposed by all applicable financing sources and regulatory agencies, and if such agencies impose requirements on that are more stringent than those set forth in this Agreement, including without limitation, requirements that restrict a greater number of units than restricted by this Agreement or require stricter household

income eligibility or affordability requirements than those imposed by this Agreement, the requirements of such other agencies shall prevail during such time that they are effective.

2.3 Housing First Protocol; Resident Selection. Owner acknowledges that the Project will be subject to the Housing First protocol described in California Code of Regulations, title 25, Sections 8409(b) subsections (1) through (6), and further agrees that Project residents will be selected in a manner consistent with California Welfare and Institutions Code Section 8255(b)(8) using a protocol that prioritizes selection criteria other than "first-come, first serve" and may include, without limitation, the duration or chronicity of homelessness/disability, vulnerability to early mortality, high utilization of crisis or medical services, and the need for housing that provides supportive services. Owner shall be obligated to screen prospective tenants to establish that they qualify as Eligible Households, and may contract with a qualified organization or agency that will provide referrals of Eligible Households for prospective occupancy of the Property.

2.4 Increased Income of Tenants. No tenant that qualifies as an Eligible Household shall be denied continued occupancy of the Property because, after admission, the Gross Income of such tenant increases to exceed the qualifying limit for Eligible Households. A tenant that at initial occupancy qualifies as an Eligible Household shall be treated as continuing to be an Eligible Household so long as the tenant's Gross Income does not exceed Very Low-Income.

2.5 Rental Agreements; Evictions. Owner shall use a lease or rental agreement in form approved by City. The form of lease must comply with all requirements of this Agreement and the Loan Agreement, and among other requirements must:

(a) Provide for termination of the lease and acknowledgement by the tenant that eviction may result if (i) the tenant fails to provide any information required under this Agreement or reasonably requested by Owner to establish or recertify the tenant's qualification for occupancy in the Project in accordance with the standards set forth in this Agreement, or (ii) the tenant makes any material misrepresentation in connection with the initial or subsequent income and eligibility certification, and fails to qualify as an Eligible Household.

(b) Be for an initial term of not less than one (1) year, unless by mutual agreement between the tenant and Owner, and provide for no increase in rent during such initial year. After the initial year of tenancy, the lease may be month-to-month by mutual agreement of Owner and the tenant. Notwithstanding the above, any rent increases shall be subject to the requirements of Section 2.8.

(c) Provide that any termination of a lease or refusal to renew a lease for a unit within the Project must be preceded by Owner's delivery to tenant of not less than sixty (60) days' written notice (or such longer advance written notice as may be required by California law), specifying the grounds for the action.

(d) Include a detailed written listing of reasonable rules of conduct and occupancy which shall be consistent with state and federal law, and shall be provided to each tenant upon initial occupancy.

2.6 Maximum Occupancy. Occupancy of each bedroom in the Property shall be limited to a maximum of two (2) persons, and total occupancy of the Property shall be limited to a maximum of six (6) persons.

2.7 Non-Discrimination; Compliance with Fair Housing Laws.

2.7.1 Fair Housing; Section 8 Vouchers. Owner shall comply with state and federal fair housing laws in the marketing and rental of the Property. Owner shall accept as tenants, on the same basis as all other prospective tenants, persons who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing Section 8 program or any successor thereto.

2.7.2 Non-Discrimination. Owner covenants for itself, its successors and assigns, and all persons claiming under or through Owner, that there shall be no discrimination in the rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, or any portion thereof, on the basis of race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or national origin, age, or gender identity of any person. Owner covenants for itself, its successors and assigns, and all persons claiming under or through Owner, that this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or part thereof, nor shall Owner, its successors and assigns, or any person claiming under or through Owner, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in, of, or for the Property or part thereof. Owner shall include such provision in all deeds, leases, contracts and other instruments executed by Owner, and shall enforce the same diligently and in good faith.

2.7.3 No Exclusion. Without limiting the generality of Sections 2.7.1 and 2.7.2, Owner will not exclude or discriminate against any person in the United States, on the grounds of race, color, religion, national origin, sex, sexual orientation, familial status, physical or mental disability, age, or gender identity from participating in, or benefiting from, any program or activity related to the Property. Specifically, Owner will not, on the basis of any of the foregoing:

(i) Deny any service or other benefit provided under any program activity;

(ii) Provide any service or other benefit which is different, or is provided in a different form from that provided to others under any program or activity;

(iii) Subject to segregated or separate treatment in any facility in, or in any manner or process related to receipt of any service or benefit under any program or activity;

(iv) Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under any program or activity;

(v) Treat an individual differently from others in determining whether that individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or other benefit provided under any program or activity; or

(vi) Deny an opportunity to participate in any program or activity as an employee.

2.8 Rent Increases. Initial rents to be charged to residents of the Project are subject to City approval. Rents may not be increased more often than once every twelve (12) months, and may be increased by no more than five percent (5%) per year or by such lesser amount as permitted under California law. Owner shall provide each tenant with at least sixty (60) days' prior written notice of any increase in rent, or such longer advance written notice as may be required by California law. Owner shall comply with all applicable California rent control laws and tenant notification requirements.

3. Relocation.

3.1 Compliance with Laws. Owner covenants and agrees that persons residing on the Property as of the date of this Agreement shall not be displaced before suitable replacement housing and tenant space, as applicable, is available. Owner shall ensure that all occupants of the Property receive all notices, benefits, and assistance to which they are entitled in accordance with California Relocation Assistance Law (Government Code Section 7260 *et seq.*), all state and local regulations implementing such law, and all other applicable local, state and federal laws, regulations, and policies relating to the displacement and relocation of eligible persons as defined in such Relocation Laws, including but not limited to the Uniform Relocation Act (42 U.S.C. § 4601 *et seq.*) and implementing regulations (all of the foregoing, collectively "**Relocation Laws**").

3.2 Costs; Indemnity. Owner shall be responsible for payment of any and all costs and expenses incurred in connection with the temporary and/or permanent displacement and/or relocation of residential and commercial occupants of the Property as required by Relocation Laws, including, without limitation, payments to a relocation consultant, moving expenses, and payments for temporary and permanent relocation benefits pursuant to Relocation Laws, and City shall have no responsibility for payment therefor. To the greatest extent allowed by law, Owner shall indemnify, defend (with counsel reasonably approved by City) , and hold the Indemnitees harmless from and against any and all Claims arising in connection with the breach of Owner's obligations set forth in this Section whether or not any insurance policies shall have been determined to be applicable to any such Claims. Owner's indemnification obligations under set forth in this Section 3.2 shall not apply to Claims to the extent resulting from the gross negligence or willful misconduct of Indemnitees. The provisions of this Section 3.2 shall survive the expiration or earlier termination of this Agreement, and are subject to the additional terms set forth in Section 11.1 below.

4. Reporting Requirements; Access to Information; Inspections.

4.1 Tenant Certification. Owner or Owner's authorized agent shall obtain from each prospective tenant prior to initial occupancy of the Property, and on every anniversary thereafter, a written certificate containing all of the following in such format and with such supporting documentation as City may reasonably require:

(i) The identity of each household member;

(ii) The total household Gross Income; and

(iii) The basis upon which the tenant or prospective tenant qualifies as an Eligible Household.

For the purpose of determining whether a household is an Eligible Household, household Gross Income shall be determined using the criteria set forth in Section 6914 of Title 25 of the California Code of Regulations.

Owner shall retain such certificates for not less than five (5) years, and upon City's request, shall provide copies of such certificates to City and make the originals available for City inspection.

4.2 Annual Reports; Inspections. By not later than 180 days following the Effective Date, and thereafter by not later than May 31 of each year, Owner shall submit an annual report ("**Annual Report**") to the City in form attached hereto as Exhibit C, together with the additional information specified in this Section 4.2 and a certification that the Property is in compliance with the requirements of this Agreement. The Annual Report shall, at a minimum, include the following information for each occupant of the Property: (i) current rent, utility, and other charges; (ii) move-in date; (iii) documentation of source of household income; and (iv) the information required by Section 4.1. In addition, the Annual Report shall include the dates of any vacancies during the previous year.

Owner shall include with the Annual Report, an income recertification for each tenant, documentation verifying tenant eligibility, and such additional information as City may reasonably request from time to time in order to demonstrate compliance with this Agreement. The Annual Report shall conform to the format requested by City.

In addition to the information described above, the Annual Report shall include the following:

(i) A Property income and expense statement for the reporting period;

(ii) Proposed annual budget for the next fiscal year which sets forth Owner's estimate of operating income, operating expenses and debt service for the year, amounts payable to reserves and proposed rent adjustments;

(iii) A report on maintenance and other issues anticipated to affect the current budget needs of the Property as well as the amount in the Property's reserve accounts and the amount expected to be needed for major repairs or other needs during the new fiscal year;

(iv) Financial statements for the Property prepared in accordance with generally accepted accounting standards, and if requested by City, an audit by an independent certified public accountant.

(v) City may, in its reasonable discretion, from time to time request additional or different information, and Owner shall promptly supply such information in the reports required hereunder.

4.3. Maintenance of Records.

4.3.1 Owner shall maintain tenant leases, income certifications and other matters related to the leasing of the Property for a period of five (5) years after the final date of occupancy by the tenant.

4.3.2 Records must be kept accurate and up-to-date. City shall notify Owner of any records it deems insufficient. Owner shall have fifteen (15) calendar days from such notice to correct any specified deficiency in the records, or, if more than fifteen (15) days shall be reasonably necessary to correct the deficiency, Owner shall begin to correct the deficiency within fifteen (15) days and diligently pursue the correction of the deficiency as soon as reasonably possible.

4.4 Access to Records; Inspections.

4.4.1 With at least 48-hours' notice, during normal business hours, Owner shall provide City and its authorized agents and representatives access to the books, documents, and records of the Property for the purpose of making audits, examinations, excerpts and transcriptions.

4.4.2 With at least 48-hours' notice, during normal business hours and as often as may be deemed necessary, City and its authorized agents and representatives shall be permitted access to and the right to examine the Property and to interview tenants for the purpose of verifying compliance with applicable regulations and compliance with the conditions of this Agreement and the other City Documents.

5. Term of Agreement.

5.1 Term of Restrictions. This Agreement shall remain in effect until the fifty-fifth (55th) anniversary of the Effective Date of this Agreement, unless the parties agree to extend the term pursuant to a recorded amendment to this Agreement.

5.2 Effectiveness Succeeds Conveyance of Property and Repayment of Loan. This Agreement shall remain effective and fully binding for the full term hereof regardless of (i) any sale, assignment, transfer, or conveyance of the Property or any part thereof or interest therein, (ii) any payment, prepayment or extinguishment of the Loan or the Note, or (iii) any reconveyance of the Deed of Trust.

5.3 Reconveyance. Upon the termination of this Agreement, the Parties agree to execute and record appropriate instruments to release and discharge this Agreement; provided, however, the execution and recordation of such instruments shall not be necessary or a prerequisite to the termination of this Agreement upon the expiration of the term.

6. Binding Upon Successors; Covenants to Run with the Land. Owner hereby subjects its interest in the Property to the covenants and restrictions set forth in this Agreement. The City and Owner hereby declare their express intent that the covenants and restrictions set forth herein shall be deemed covenants running with the land and shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of Owner and City, regardless of any sale, assignment, conveyance or transfer of the Property or any part thereof or interest therein. Any successor-in-interest to Owner, including without limitation any purchaser, transferee or lessee of the Property (other than the tenants of the Property) shall be subject to all of the duties and obligations imposed hereby for the full term of this Agreement. Each and every contract, deed, ground lease or other instrument affecting or conveying the Property or any part thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, restrictions, duties and obligations set forth herein, regardless of whether such covenants, restrictions, duties and obligations are set forth in such contract, deed, ground lease or other instrument. If any such contract, deed, ground lease or other instrument has been executed prior to the date hereof, Owner hereby covenants to obtain and deliver to City an instrument in recordable form signed by the parties to such contract, deed, ground lease or other instrument pursuant to which such parties acknowledge and accept this Agreement and agree to be bound hereby. Owner agrees for itself and for its successors that in the event that a court of competent jurisdiction determines that the covenants herein do not run with the land, such covenants shall be enforced as equitable servitudes against the Property in favor of City.

7. Property Management; Repair and Maintenance; Marketing; Reserves; Supportive Services.

7.1 Management Responsibilities. Owner shall be responsible for all management functions with respect to the Property, including without limitation the selection of tenants, certification and recertification of household income and eligibility, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. City shall have no responsibility for management or maintenance of the Property.

7.2 Management Entity; Supportive Services Provider; Referral Agency. City shall have the right to review and approve the qualifications of (i) the management entity, (ii) the supportive services provider, and (iii) any agency that will verify the eligibility of prospective tenants of the Property, and shall have the right to review and approve any property management agreement, supportive services agreement, or similar agreement executed between Owner and such entities, which approval shall not be unreasonably withheld. The contracting of management services to a management entity shall not relieve Owner of its primary responsibility for proper performance of management duties. City hereby approves Lily Housing, a California limited liability company, as the initial management entity for the Property. Any subsequent management entity or supportive services provider shall be subject to City review and approval, which shall not be unreasonably withheld or delayed. Upon City determination and delivery of written notice to Owner that Owner has failed to operate the Property in accordance with this Agreement, City may require Owner to contract with a qualified management agent selected by City, to operate the Property, or to make such other arrangements as City deems necessary to ensure performance of the required functions.

7.3 Repair, Maintenance and Security. Throughout the term of this Agreement, Owner shall at its own expense, maintain the Property in good physical condition, in good repair, and in decent, safe, sanitary, habitable and tenantable living conditions in conformity with all applicable state, federal, and local laws, ordinances, codes, and regulations. Without limiting the foregoing, Owner agrees to maintain the Property (including without limitation, the common areas) in a condition free of all waste, nuisance, debris, unmaintained landscaping, graffiti, disrepair, abandoned vehicles/appliances, and illegal activity, and shall take all reasonable steps to prevent the same from occurring on the Property. Owner shall prevent and/or rectify any physical deterioration of the Property and shall make all repairs, renewals and replacements necessary to keep the Property in good condition and repair. Owner shall provide adequate security measures for the Property, including without limitation, the installation of adequate lighting and deadbolt locks. All construction/rehabilitation work and professional services for the Property shall be performed by persons or entities licensed or otherwise authorized to perform the applicable work or service in the State of California and shall have a current City of Livermore business license if required under local law. Owner shall comply in all respects with the homeowners' association rules and regulations and all other rules and regulations applicable to the Property. Owner shall diligently work to resolve complaints related to noise, parking, litter or other neighborhood concerns.

7.4 City's Right to Perform Maintenance. In the event that Owner breaches any of the covenants contained in Section 7.3, and such default continues for a period of ten (10) days after written notice from City (with respect to graffiti, debris, and waste material) or thirty (30) days after written notice from City (with respect to landscaping, building improvements and general maintenance), then City, in addition to any other remedy it may have under this Agreement or at law or in equity, shall have the right, but not the obligation, to enter upon the Property and perform all acts and work necessary to protect, maintain, and preserve the improvements and the landscaped areas on the Property. All costs expended by City in connection with the foregoing, shall constitute an indebtedness secured by the Deed of Trust, and shall be paid by Owner to City upon demand. All such sums remaining unpaid thirty (30) days following delivery of City's

invoice therefor shall bear interest at the lesser of 10% per annum or the highest rate permitted by applicable law.

7.5 Marketing and Management Plan. Owner shall submit for review and approval by the City, a plan for marketing and managing the Property ("**Marketing and Management Plan**" or "**Plan**"). The Marketing and Management Plan shall address in detail how Owner plans to market the Property to prospective Eligible Households in accordance with fair housing laws and this Agreement, Owner's tenant selection criteria and procedures, and how Owner plans to certify the eligibility of Eligible Households. The Plan shall also describe the management team and shall address how the Owner and the management entity plan to manage and maintain the Property. The Plan shall include the proposed management agreement and the form of rental agreement that Owner proposes to enter into with tenants of the Property. In addition, the Plan shall include: (i) information regarding the qualifications of the proposed supportive services provider or staffing that will provide services to residents of the Property, and copies of agreements for the provision of services by social services providers, (ii) information regarding any organizations or agencies that will provide referrals of Eligible Households for prospective occupancy of the Property, and (iii) the supportive services that will be provided to tenants of the Property. Owner shall abide by the terms of the Marketing and Management Plan in marketing, managing, and maintaining the Property, and throughout the term of this Agreement, shall submit proposed modifications to City for review and approval.

In addition to the foregoing, the Marketing and Management Plan shall address the following:

(a) The actions to be taken by Owner to affirmatively market the Property in compliance with fair housing laws and in compliance with City's policies and procedures, including, without limitation, the policies described in Sections 2.3 and 2.7 above;

(b) Criteria for determining tenant eligibility, including certification of household income and size, and establishing reasonable occupancy standards (which shall not exceed the standards specified in Section 2.6, or if more restrictive, the standards established by state and federal fair housing laws and state housing and building codes), and procedures for screening prospective tenants, including obtaining credit reports, unlawful detainer reports, landlord references and criminal background investigations;

(c) A requirement that eligible tenants be selected based on order of application, lottery or other reasonable method approved by City;

(d) A requirement that eligible applicants be notified of eligibility and be provided an estimate regarding when a bedroom in the Property may be available for rent;

(e) A requirement that ineligible applicants be notified of the reason for their ineligibility;

(f) Specific procedures through which applicants deemed to be ineligible may appeal this determination;

(g) Maintenance of a waiting list of eligible applicants;

(h) Specific procedures for obtaining documentation regarding prospective tenants' incomes, as necessary, to certify that such income does not exceed income limits;

(i) Specific procedures for certification and recertification of household incomes and procedures for handling over-income tenants;

(j) A requirement that a written rental agreement (subject to City approval) be executed with each Eligible Household selected to occupy the Property;

(k) A detailed listing of reasonable rules of conduct and occupancy which shall be in writing, shall be consistent with federal and state law, and shall be provided to each tenant upon occupancy;

(l) Procedures for maintenance and management of the Property;

(m) Procedures for dealing with tenant or neighborhood issues or concerns;

(n) Procedures for maintaining a reserve account, budgeting for maintenance and repair needs as well as long-term rehabilitation needs, and handling net cash flow;

(o) Such other requirements and criteria/procedures as City may reasonably determine appropriate; and

(p) Owner's plan for educating tenants regarding, and ensuring compliance with, the homeowners' association rules and regulations and other regulations applicable to the Property, including without limitation, rules regarding parking, storage, and use of balconies.

7.6 Approval of Amendments. If City has not responded to any submission of the Management and Marketing Plan, the proposed management entity, the proposed management agreement, or a proposed amendment or change to any of the foregoing within sixty (60) days following City's receipt of such plan, proposal, agreement or amendment, the plan, proposal, agreement, or amendment shall be deemed approved by City.

7.7 Fees, Taxes, and Other Levies. Owner shall be responsible for payment of all fees, assessments, taxes, charges, liens and levies applicable to the Property, including without limitation possessory interest taxes, if applicable, imposed by any public entity, and shall pay such charges prior to delinquency. However, Owner shall not be required to pay any such charge so long as (a) Owner is contesting such charge in good faith and by appropriate proceedings, (b)

Owner maintains reserves adequate to pay any contested liabilities, and (c) on final determination of the proceeding or contest, Owner immediately pays or discharges any decision or judgment rendered against it, together with all costs, charges and interest. The foregoing is not intended to impair Owner's ability to apply for any applicable exemption from property taxes or other assessments and fees.

7.8 Insurance Coverage. Throughout the term of this Agreement Owner shall comply with the insurance requirements set forth in Exhibit B, and shall, at Owner's expense, maintain in full force and effect insurance coverage as specified in Exhibit B.

7.9 Property Damage or Destruction. If any part of the Property is damaged or destroyed, Owner shall repair or restore the same, consistent with the occupancy and rent restriction requirements set forth in this Agreement. Such work shall be commenced as soon as reasonably practicable after the damage or loss occurs and shall be completed within one year thereafter or as soon as reasonably practicable, provided that insurance proceeds are available to be applied to such repairs or restoration within such period and the repair or restoration is financially feasible.

7.10 Required Reserves. Owner shall be obligated to establish and maintain an operating and replacement reserve account for the Property ("**Reserve**"). The Reserve shall initially be funded with the sum of Five Thousand Dollars ($5,000) which shall be deposited into the Reserve as of close of escrow for Owner's acquisition of the Property. The Reserve shall be replenished from Property net operating income so that the minimum amount in the Reserve is Five Thousand Dollars ($5,000). The maximum amount that can be held in the Reserve is two percent (2%) of the fair market value of the Property or such other amount approved by City. Reserve funds may be used solely for maintenance and operating expenses of the Property. The City's advance written consent, which shall not be unreasonably withheld, shall be required for withdrawals from the Reserve for non-routine operating and maintenance expenses exceeding the sum of Three Thousand Dollars ($3,000).

7.11 No Criminal Activity. Owner agrees that neither Owner nor any person residing on the Property, their guests or persons under their control, shall permit, engage in, or facilitate criminal activity within the Property, within the development in which the Property is located, or on the streets bordering such development. This includes, without limiting the foregoing: (i) the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. Section 802); (ii) the unlawful discharge of firearms; and (iii) all acts or threats of violence, harming, or intending to harm a person or property.

8. Recordation; Subordination. This Agreement shall be recorded in the Official Records. The City agrees that the City will not withhold consent to reasonable requests for subordination of this Agreement to deeds of trust provided for the benefit of lenders identified in the financing plan submitted to City for the Property in accordance with the Loan Agreement, as such plan may be updated with City approval, provided that the instruments effecting such subordination include reasonable protections to the City in the event of default, including without limitation, extended notice and cure rights.

9. Transfer and Encumbrance.

9.1 Restrictions on Transfer and Encumbrance. During the term of this Agreement, except as permitted pursuant to the Loan Agreement or this Agreement, Owner shall not directly or indirectly, voluntarily, involuntarily or by operation of law make or attempt any total or partial sale, transfer, conveyance, assignment or lease (collectively, "**Transfer**") of the whole or any part of the Property or the Project without the prior written consent of the City, which approval shall not be unreasonably withheld. In addition, prior to the expiration of the term of this Agreement, except as expressly permitted by this Agreement or the Loan Agreement, Owner shall not undergo any significant change of ownership without the prior written approval of City. For purposes of this Agreement, a "significant change of ownership" shall mean a transfer of the beneficial interest of more than twenty-five percent (25%) in aggregate of the present ownership and /or control of Owner, taking all transfers into account on a cumulative basis.

9.2 Conditionally Permitted Transfers. Subject to the provisions of this Section 9.2, and if applicable, Section 9.3, the prohibitions on Transfer set forth herein shall not be deemed to prevent: (i) the lease of bedrooms or dwelling units within the Property to tenants for occupancy as their principal residence in accordance with this Agreement; (ii) assignments creating security interests for the purpose of financing the acquisition or improvement of the Property in accordance with the Financing Plan approved in accordance with the Loan Agreement as such may be updated with City Approval, or Transfers directly resulting from the foreclosure of, or granting of a deed in lieu of foreclosure of, such a security interest; or (iii) a Transfer to a tax-exempt entity under the direct control of, or under common control with, Owner.

9.3 Requirements for Proposed Transfers. The City may, in the exercise of its sole discretion, consent to a proposed Transfer of this Agreement, the Property, the Improvements, or part thereof if all of the following requirements are met (provided however, the requirements of this Section 9.3 shall not apply to Transfers described in clauses (i) and (ii) of Section 9.2.

(i) The proposed transferee demonstrates to the City's satisfaction that it has the qualifications, experience and financial resources necessary and adequate as may be reasonably determined by the City to competently manage the Project and to otherwise fulfill the obligations undertaken by the Owner under this Agreement.

(ii) The Owner and the proposed transferee shall submit for City review and approval all instruments and other legal documents proposed to effect any Transfer of all or any part of or interest in the Property, the Project, or this Agreement together with such documentation of the proposed transferee's qualifications and development capacity as the City may reasonably request.

(iii) The proposed transferee shall expressly assume all of the rights and obligations of the Owner under this Agreement and the other City Documents arising after the effective date of the Transfer and all obligations of Owner arising prior to the effective date of the Transfer (unless Owner expressly remains responsible for such obligations), and shall agree to be subject to and assume all of Owner's obligations under the City Documents.

(iv) The final form of the organizational documents of the proposed transferee, and any subsequent amendments that affect the City's economic interests under this Agreement or the City Documents shall be subject to the City's review and approval.

(v) The Transfer and the assumption of Owner's obligations shall be effectuated pursuant to an assignment and assumption agreement in form approved by City and recorded in the Official Records.

Consent to any proposed Transfer may be given by the City's Authorized Representative unless the City's Authorized Representative, in his or her discretion, refers the matter of approval to the City Council. If the City has not rejected a proposed Transfer or requested additional information regarding a proposed Transfer in writing within thirty (30) days following City's receipt of written request by Owner, the proposed Transfer shall be deemed approved.

9.4 Effect of Transfer without City Consent. In the absence of specific written agreement by the City, no Transfer of the Property shall be deemed to relieve the Owner or any other party from any obligation under this Agreement. It shall be an Event of Default hereunder entitling City to pursue remedies including without limitation, acceleration of the Loan and/or foreclosure under the Deed of Trust if without the prior written approval of the City, Owner assigns or Transfers this Agreement or the Property in violation of Section 9. This Section 9.4 shall not apply to Transfers described in clauses (i) and (ii) of Section 9.2.

9.5 Recovery of City Costs. Within ten (10) days following City's delivery to Owner of an invoice detailing such costs, Owner shall reimburse City for all City costs, including but not limited to reasonable attorneys' fees, incurred in reviewing instruments and other legal documents proposed to effect a Transfer of this Agreement, Owner's interest in the Property or part thereof, and in reviewing the qualifications and financial resources of a proposed successor, assignee, or transferee.

9.6 Encumbrances. Owner agrees to cooperate with City in good faith to ensure that all deeds of trust or other security instruments and any applicable subordination agreement recorded against the Property or part thereof for the benefit of a lender other than City ("**Third-Party Lender**") shall contain each of the following provisions: (i) Third-Party Lender shall use its best efforts to provide to City a copy of any notice of default issued to Owner concurrently with provision of such notice to Owner; (ii) City shall have the reasonable right, but not the obligation, to cure any default by Owner within the same period of time provided to Owner for such cure extended by an additional ninety (90) days; (iii) provided that City has cured any default under Third-Party Lender's deed of trust and other loan documents, City shall have the right to foreclose the Deed of Trust, and take title to the Property without acceleration of Third-Party Lender's debt; and (iv) City shall have the right to transfer the Property without acceleration of Third-Party Lender's debt to a nonprofit corporation or other entity which shall own and operate the Property as affordable rental housing, subject to the prior written consent of the Third-Party Lender. Owner agrees to provide to City a copy of any notice of default Owner receives from any Third-Party Lender within three (3) business days following Owner's receipt thereof.

9.7 Mortgagee Protection. No violation of any provision contained herein shall defeat

or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon all or any portion of the Property, and the purchaser at any trustee's sale or foreclosure sale shall not be liable for any violation of any provision hereof occurring prior to the acquisition of title by such purchaser. Any such purchaser shall be bound by and subject to this Agreement from and after such trustee's sale or foreclosure sale. Promptly upon determining that a violation of this Agreement has occurred, City shall give written notice to the holders of record of any mortgages or deeds of trust encumbering the Property that such violation has occurred.

10. Default and Remedies.

10.1 Events of Default. The occurrence of any one or more of the following events shall constitute an event of default hereunder ("**Event of Default**"):

(i) The occurrence of a Transfer in violation of Section 9 hereof;

(ii) Owner's failure to maintain insurance on the Property as required hereunder, and the failure of Owner to cure such default within five (5) days;

(iii) Subject to Owner's right to contest the following charges, Owner's failure to pay taxes or assessments due on the Property or failure to pay any other charge that may result in a lien on the Property, and Owner's failure to cure such default within twenty (20) days of delinquency, but in all events prior to the date upon which the holder of any such lien has the right to foreclose thereon;

(iv) A default arises under any loan secured by a mortgage, deed of trust or other security instrument recorded against the Property and remains uncured beyond any applicable cure period such that the holder of such security instrument has the right to accelerate repayment of such loan;

(v) A default arises under the Loan Agreement, the Note, or the Deed of Trust and remains uncured beyond the expiration of any applicable cure period;

(vi) Owner's default in the performance of any term, provision or covenant under this Agreement (other than an obligation enumerated in this Section 10.1), and unless such provision specifies a shorter cure period for such default, the continuation of such default for ten (10) days in the event of a monetary default or thirty (30) days in the event of a non-monetary default following the date upon which City shall have given written notice of the default to Owner, or if the nature of any such non-monetary default is such that it cannot be cured within thirty (30) days, Owner's failure to commence to cure the default within thirty (30) days and thereafter prosecute such cure to completion with due diligence and in good faith within not later than ninety (90) days following receipt of notice of default.

10.2 Remedies. Upon the occurrence of an Event of Default and its continuation beyond any applicable cure period, City may proceed with any of the following remedies:

(i) Bring an action for equitable relief seeking the specific performance of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any

violation of such terms and conditions, and/or seeking declaratory relief;

(ii) Accelerate and declare the balance of the Note and interest accrued thereon immediately due and payable and proceed with foreclosure under the Deed of Trust;

(iii) For violations of obligations with respect to rents for the Property, impose as liquidated damages a charge in an amount equal to the actual amount collected in excess of the Affordable Rent; or

(iv) Pursue any other remedy allowed under the City Documents or at law or in equity.

Each of the remedies provided herein is cumulative and not exclusive. The City may exercise from time to time any rights and remedies available to it under applicable law or in equity, in addition to, and not in lieu of, any rights and remedies expressly provided in this Agreement.

11. Indemnity. To the greatest extent permitted by law, Owner shall indemnify, defend (with counsel approved by City) and hold the Indemnitees harmless from and against all Claims arising directly or indirectly, in whole or in part, as a result of or in connection with Owner's (or Owner's employees', agents', or contractors') management, or operation of the Property or any failure to perform any obligation as and when required by this Agreement. Owner's indemnification obligations under this Section 11 shall not extend to Claims to the extent resulting from the gross negligence or willful misconduct of Indemnitees. The provisions of this Section 11 shall survive the expiration or earlier termination of this Agreement, and are subject to the additional terms set forth in Section 11.1 below.

11.1 Terms Applicable to Indemnity Provisions. The terms set forth in this Section 11.1 shall apply to all provisions of this Agreement that pertain to Owner's obligations to indemnify City and the other Indemnitees, including without limitation, Sections 3.2 and 11. In connection with each such provision, all of the following shall apply:

(a) City does not and shall not waive any rights against Owner that it may have by reason of any indemnity and hold harmless provision set forth in this Agreement because of the acceptance by City, or the deposit with City by Owner, of any of the insurance policies described in this Agreement.

(b) Owner's obligation to indemnify the Indemnitees shall not be limited or impaired by any of the following: (i) any amendment or modification of any City Document; (ii) any extensions of time for performance required by any City Document; (iii) any provision in any of the City Documents limiting City's recourse to property securing the Secured Obligations (as defined in the Deed of Trust), or limiting the personal liability of Owner, or any other party for payment of all or any part of the indebtedness evidenced by the Note; (iv) the accuracy or inaccuracy of any representation and warranty made by Owner under this Agreement or by Owner or any other party under any City Document, (v) the release of Owner or any other person, by City or by operation of law, from performance of any obligation under any City

Document; (vi) the release or substitution in whole or in part of any security for repayment of the indebtedness evidenced by the Note; and (vii) City's failure to properly perfect any lien or security interest given as security for repayment of the indebtedness evidenced by the Note.

(c) The obligations of Owner to indemnify the Indemnitees shall survive any repayment or discharge of the indebtedness evidenced by the Note, any foreclosure proceeding, any foreclosure sale, any delivery of any deed in lieu of foreclosure, and any release of record of the lien of the Deed of Trust.

12. Miscellaneous.

12.1 Amendments. This Agreement may be amended or modified only by a written instrument signed by both Parties and recorded in the Official Records.

12.2 No Waiver. Any waiver by City of any term or provision of this Agreement must be in writing. No waiver shall be implied from any delay or failure by City to take action on any breach or default hereunder or to pursue any remedy allowed under this Agreement or applicable law. No failure or delay by City at any time to require strict performance by Owner of any provision of this Agreement or to exercise any election contained herein or any right, power or remedy hereunder shall be construed as a waiver of any other provision or any succeeding breach of the same or any other provision hereof or a relinquishment for the future of such election.

12.3 Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by: (i) personal delivery, in which case notice is effective upon delivery; (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered upon receipt if delivery is confirmed by a return receipt; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

City: City of Livermore
Administration Building
1052 South Livermore Avenue
Livermore, CA 94550-4899
Attention: Housing and Human Services Manager

With a copy to:

City of Livermore
Administration Building
1052 South Livermore Avenue
Livermore, CA 94550-4899
Attention: City Manager

Owner: Tri Valley REACH, Inc.
P.O. Box 5564Pleasanton, CA 94566
Attention: Board President

12.4 Further Assurances. The Parties shall execute, acknowledge and deliver to the other such other documents and instruments, and take such other actions, as either shall reasonably request as may be necessary to carry out the intent of this Agreement.

12.5 Parties Not Co-Venturers; Independent Contractor; No Agency Relationship. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of Owner and City shall not be construed as a joint venture, equity venture, partnership or any other relationship. City neither undertakes nor assumes any responsibility or duty to Owner (except as expressly provided in this Agreement) or to any third party with respect to the Property. Owner and its employees are not employees of City but rather are, and shall always be considered independent contractors. Furthermore, Owner and its employees shall at no time pretend to be or hold themselves out as employees or agents of City. Except as City may specify in writing, Owner shall not have any authority to act as an agent of City or to bind City to any obligation.

12.6 Action by the City. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent or request by the City is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the City's Authorized Representative or by any person who shall have been designated by the City's Authorized Representative, without further approval by the City Council.

12.7 Non-Liability of City and City Officials, Employees and Agents. No officer, official, employee or agent of the City shall be personally liable to Owner or any successor in interest, in the event of any default or breach by the City, or for any amount of money which may become due to Owner or its successor or for any obligation of City under this Agreement.

12.8 Headings; Construction; Statutory References. The headings of the sections and paragraphs of this Agreement are for convenience only and shall not be used to interpret this Agreement. Except as otherwise expressly stated herein, any reference to a particular section of this Agreement shall mean a reference to all subsections of such section. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party. All references in this Agreement to particular statutes, regulations, ordinances or resolutions of the United States, the State of California, or the City of Livermore shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

12.9 Time is of the Essence. Time is of the essence in the performance of this Agreement.

12.10 Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Alameda County, California or in the Federal District Court for the Northern District of California.

12.11 Attorneys' Fees and Costs. If any legal or administrative action is brought to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

12.12 Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

12.13 Entire Agreement; Exhibits. This Agreement, together with the Loan Agreement, the Note, and the Deed of Trust contains the entire agreement of Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the Parties with respect thereto. Exhibits A through C, attached hereto are incorporated herein by this reference.

12.14 Survival. Owner's obligations pursuant to Sections 3.1, and 11, and all other provisions that expressly so state, shall survive the expiration or termination of this Agreement.

12.15 No Third Party Beneficiaries. Except as expressly set forth herein, nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

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

SIGNATURES ON FOLLOWING PAGE(S).

IN WITNESS WHEREOF, the Parties have executed this Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants as of the date first written above.

CITY:

City of Livermore, a municipal corporation

By: _____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

OWNER:

Tri-Valley REACH, Inc., a California nonprofit public benefit corporation
By: _____

Print Name: PATRICK J. O'BRIEN

Title: TREASURER

SIGNATURES MUST BE NOTARIZED.

ACKNOWLEDGMENT

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

State of California)
) ss
County of ALAMEDA)

On APRIL 5, 2022, before me, CLAY L. JAMES,
(Name of Notary)

notary public, personally appeared PATRICK J. O'BRIEN 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.

(Notary Signature)

NRO1 CLAY L. JAMES COMM. #2313146 Notary Public - California Riverside County My Comm. Expires Nov. 21, 2023 NRO1

ACKNOWLEDGMENT

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

State of California)
) ss
County of _____)

On _____, before me,_____,
(Name of Notary)

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.

_____
(Notary Signature)

Exhibit A

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to is situated in the County of Alameda, City of Livermore, State of California, and is described as follows:

Lot 34 as shown on the map of tract 2010, Livermore, Alameda County, California, filed August 10, 1960 in Book 42 of Maps, at Pages 39 and 40, in the Office of the County Recorder of Alameda county.

Exhibit B

INSURANCE REQUIREMENTS

Throughout the term of this Agreement, Owner shall maintain the following policies of insurance and shall comply with all provisions set forth in this Exhibit.

(a) Commercial General Liability. A commercial general liability policy, including coverage for bodily injury, property damage, products, completed operations and contractual liability coverage, with coverage limits in the amount of One Million Dollars ($1,000,000) each occurrence, Two Million Dollars ($2,000,000) annual aggregate. Such policy or policies shall be written on an occurrence basis and shall name the Indemnitees as additional insureds. The annual aggregate limit under the policies must apply separately to the Property, or must be not less than three times the annual aggregate limit specified in this paragraph.

(b) Automobile. Comprehensive automobile liability coverage in the amount of One Million Dollars ($1,000,000), combined single limit including coverage for owned and non-owned vehicles. Automobile liability policies shall name the Indemnitees as additional insureds.

(c) Worker's Compensation; Employer's Liability. Owner shall furnish or cause to be furnished to City evidence satisfactory to City that Owner and any contractor that has contracted for the performance of work on the Property carries statutory Workers' Compensation insurance and Employer's Liability insurance in a minimum amount of One Million Dollars ($1,000,000) per accident, per employee for bodily injury or disease.

(d) Intentionally omitted.

(e) Property. Property insurance covering all risks of loss (other than earthquake), including flood (if required) for 100% of the replacement value of the Property, including tenant improvements, betterments, and contents, with deductible, if any, in an amount acceptable to City, naming City as loss payee as its interests may appear.

(f) Insurance Providers. Companies writing the insurance required hereunder shall be licensed to do business in the State of California. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A: VII.

(g) Evidence of Insurance, Endorsements, Policies. Prior to the Effective Date of the Loan Agreement, Owner shall furnish City with certificates of insurance in form acceptable to City evidencing the insurance coverage described in paragraphs (a), (b), (c), and (e) above, together with duly executed endorsements evidencing the City's status as additional insured, and all other endorsements and coverage required hereunder. The certificates shall contain a statement of obligation on the part of the carrier to notify City of any material adverse change, cancellation, termination or non-renewal of the coverage at least thirty (30) days in advance of the effective date of any such material adverse change, cancellation, termination or non-renewal. The certificates shall name as Certificate Holder, City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550. Owner shall furnish City with evidence of property insurance in compliance with paragraph (e) above prior to the date of close of escrow for conveyance of the Property to Owner. Upon City's request, Owner shall furnish or arrange to have furnished to City, complete certified copies of all insurance policies required under this Agreement.

City's failure to make such request shall not constitute a waiver of the right to require delivery of the policies in the future.

(h) Additional Insured Endorsements. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Coverage shall be at least as broad as CG 20 10 04 13.

(i) Reinstatement. If any insurance policy or coverage required hereunder is canceled or reduced, Owner shall, within five (5) days after receipt of notice of such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction, file with City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon failure to so file such certificate, City may, without further notice and at its option, procure such insurance coverage at Owner's expense, and Owner shall promptly reimburse City for such expense upon receipt of billing from City.

(j) Primary Coverage; Waiver of Subrogation; Annual Aggregate Limits. All coverage shall be primary insurance and shall not be contributing with any insurance, or self-insurance maintained by City, and the policies shall so provide. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall 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. The policies or endorsements shall provide that any failure of the named insured to comply with reporting or other provisions of any policy, including breaches of warranties, shall not affect coverage provided to the City of Livermore and the Indemnitees as additional insured, and that the coverage shall apply to each insured against whom claim is made or suit is brought, subject to the limits of liability under the policy. Each insurance policy, including Worker's Compensation, must contain a waiver of subrogation for the benefit of the City. If any of the required insurance is provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs are included in such annual aggregate limit, such annual aggregate limit shall be three times the occurrence limits specified above.

(k) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, be subject to approval by, the City Attorney. At the option of and upon request by the City Attorney if the City Attorney determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects the Indemnitees or Owner shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses. Policies containing any self-insured retention shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or by the City of Livermore.

(l) Adjustments. The limits of the liability coverage and, if necessary, the terms and conditions of insurance, shall be reasonably adjusted from time to time (not less than every five (5) years after the Effective Date nor more than once in every three (3) year period) to address changes in circumstances, including, but not limited to, changes in inflation and the litigation climate in California. Within thirty (30) days following City's delivery of written notice of any such adjustments, Owner shall provide City with amended or new insurance certificates and endorsements evidencing compliance with such adjustments.

(m) Additional Insured Coverage; Liability Limits. For all liability insurance required by this Agreement, Owner shall obtain endorsements that name the Indemnitees as additional insured in the full amount of all applicable policies, notwithstanding any lesser minimum limits specified in this Agreement. This Agreement requires Owner to obtain and provide for the benefit of the Indemnitees, additional insured coverage in the same amount of insurance carried by Owner, but in no event less than the minimum amounts specified in this Agreement. In the event that Owner obtains insurance policies that provide liability coverage broader than or in amounts greater than specified in this Agreement, the actual limits provided by such policies shall be deemed to be the amounts required under this Agreement. Without limiting the foregoing, the limits of liability coverage specified in this Agreement are not intended, nor shall they operate, to limit City's ability to recover amounts in excess of the minimum amounts specified in this Agreement.

Exhibit C

FORM OF ANNUAL REPORT

(See attached.)

LIVERMORE
CALIFORNIA

MULTI-FAMILY RENTAL PROJECT ANNUAL REPORT

PROJECT CONTACT INFORMATION

Property Information

Property Name	
Address	
Community Manager	
Phone	
Email	
Website (if applicable)	

Owner Information

Owner Name	
Company Name	
Owner Address	
City, State, Zip	
Phone	
Email	
Primary Contact	
Secondary Contact	

Management Agent Information

Company Name	
Address	
City, State, Zip	
Phone	
Email	
Primary Contact Name	
Secondary Contact Name	

Name of first point of contact for and on-site monitoring of the property:

LIVERMORE

MULTI-FAMILY RENTAL PROJECT ANNUAL REPORT

Property Name & Address	
Person Completing Report	
Date	
Report Period	

Compliance with Required Number of Low Income Units

Total number of income restricted units which are currently occupied (or reserved and available for occupancy) by low-income households:	
Number of vacant income restricted units at the time of this report:	
I hereby certify that these units in the quantity listed above have been continuously designated as units for occupancy by low-income households during the reporting period:	
Name of Project Owner or Authorized Agent	Title

Compliance with Rent Limits

List below the current monthly rents of the units restricted for occupancy by low-income households as well as the prior rents (if increases were made during the report period):

Plan	Number of Bedrooms	Current Rent	Prior Rent	% Increase	Additional Fees Charged	Utility Allowance (if applicable) or Amount of Tenant Paid Utilities
I hereby certify that the rents in all units designated for low-income households did not exceed the levels authorized under the regulatory agreement/restrictive covenants with the City of Livermore during the reporting period:						
Name of Project Owner or Authorized Agent					Title	

Restricted Unit Occupant Information

Unit #	Bdrms	Unit Income Level	Tenant Last Name	Move-In Date	# in Household	Reported Annual Income	Effective Date of Current Rent	Tenant Paid Rent	Section 8? (Y/N)

Occupant Demographic Information

Occupant Race	Unduplicated Race	Unduplicated Ethnicity Hispanic/Latino/Latina/Latinx
White		
Black or African American		
Asian		
American Indian, Alaskan Native, or Indigenous		
Native Hawaiian or Pacific Islander		
Multiracial		
Other Race		
Additional Category (please specify):		
Unduplicated Totals	0	0

Occupant Income Levels	Unduplicated Income
Extremely Low (<30% AMI)	
Very Low (30%-50% AMI)	
Low (50% to 80% AMI)	
Moderate (>80% AMI)	
Unduplicated Total	0

Occupant Gender Identity	Total
Man	
Non-Binary	
Transgender	
Woman	
Additional Category (please specify):	
Total	0

NOTE: May include duplication if an occupant has more than one identity.

Other Characteristics	Total
Senior	
Disabled	
Youth	
Formerly Homeless	
Additional Category (please specify):	
Additional Category (please specify):	
Additional Category (please specify):	

NOTE: May include duplication if an occupant has more than one of the listed characteristics.

LIVERMORE CALIFORNIA

MULTI-FAMILY RENTAL PROJECT ANNUAL REPORT

PROPERTY CONDITION REPORT

Property Name	
Address	
Name of Person Completing Report	
Reporting Period	

List any physical defects or major repair work undertaken within the reporting period:

Comments on any general management/performance issues within the reporting period:

LIVERMORE
CALIFORNIA

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

DATE: April 25, 2022

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution authorizing execution of an agreement with DarkTrace Holding Limited for cybersecurity services in an amount not-to-exceed $437,000

RECOMMENDED ACTION

Staff recommends City Council authorize execution of the agreement with DarkTrace Holding Limited for cybersecurity services in an amount not-to-exceed $437,000.

SUMMARY

The agreement with DarkTrace would provide email, cloud, and a network defense system. This contract would enhance the City's cyber-threat monitoring with active autonomous response which can intercept and neutralize cyber-attacks including insider threats, ransomware, and Internet of Things (IoT) attacks without the need for human intervention. Leveraging Artificial Intelligence (AI) and machine learning is necessary to keep pace with today's advanced persistent threats. This will provide the City with additional cybersecurity and will work in tandem with the City's managed security service provider, Arctic Wolf.

DISCUSSION

An immediate response is critical to combat the spread of ransomware. Some of the most significant ransomware attacks have targeted local governments, which resulted in critical data encrypted, and vital services crippled. These recent attacks illustrate vulnerabilities of interconnected infrastructure. Ransomware campaigns are designed to specifically identify and exploit the weaknesses of their targets and spread across networks in a matter of seconds. The speed and sophistication of the attacks give security teams almost no time to react before the damage is done.

DarkTrace Artificial Intelligence (AI) takes intelligent and informed actions to isolate an attack within seconds - all without disrupting the City's critical IT systems and public services. DarkTrace has a proprietary cybersecurity system called Antigena which is their cyber-AI which not only detects but also intelligently fights back against in-progress attacks in real time.

DarkTrace's Enterprise Immune System is a fundamentally unique AI technology that detects and responds to cyber-threats in real time, while providing unprecedented visibility to active threats of the City's network, cloud, and email infrastructure.

The City does not have visibility into all areas of infrastructure, nor does the City have the capability to automatically respond to anomalous activity. DarkTrace meets the City's needs in this area. The City was able to negotiate a price lower than available though a cooperative purchasing arrangement, specifically National Association of State Procurement Officials (NASPO) contracts allowed by Livermore Municipal Code section 2.68.390. Other cities, specifically Richmond and Pittsburg, California, both purchased DarkTrace using sole source justification. Sole source is also allowed by Livermore Municipal Code section 2.68.370.

FISCAL AND ADMINISTRATIVE IMPACTS

There is currently sufficient budget for this item in current FY 2021-22 budget under the Information Technology and Cybersecurity Internal Service Funds. As part of the current budget process, staff has incorporated necessary appropriations for this agreement into the Cybersecurity Internal Service Fund for the next budget cycle. Appropriations sufficient to cover future year's costs will be incorporated into future budget cycles for approval.

The term of this agreement is from May 1, 2022 to April 30, 2026. The total cost including sales tax for the four-year term is the not-to-exceed amount of $436,855.

ATTACHMENTS

1. Resolution
2. Exhibit A - Darktrace Product Order Form

Prepared by: Donald Hester
Cybersecurity Manager

Approved by:

Marc Roberts
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION TO AUTHORIZE THE EXECUTION OF THE AGREEMENT WITH DARKTRACE HOLDING LIMITED FOR CYBERSECURITY SERVICES IN AN AMOUNT NOT-TO-EXCEED $437,000

The City is seeking to continue services with Darktrace Holdings Limited with a new agreement for a four-year term.

The City has selected Darktrace Holdings Limited to provide cybersecurity detection and autonomous response services. Cybersecurity detection and autonomous response services with Darktrace Holdings Limited are scheduled to begin May 1, 2022, and end on April 30, 2026.

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

1. Authorizes the execution of the agreement with Darktrace Holdings Limited for cybersecurity services for four years in an amount not-to-exceed $437,000.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on April 25, 2022, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Assistant City Attorney

Exhibit A – DarkTrace Product Order Form

DocuSign Envelope ID: 8B4AAB59-4887-4E59-8619-466455F90F4F

Product Order Form

Customer Name:	City of Livermore	**Product Order Form:**	75491-202204-04-853995-TC
Shipping Address:	1052 South Livermore, Livermore, California, 94550, United States	**Date Prepared:**	2022/04/04
Invoice Address:	1052 South Livermore, Livermore, California, 94550, United States	**Expiry Date:**	2022/04/30
Attn:	Donald Hester		
Email:	dehester@cityoflivermore.net		

Darktrace Offering :								
Line Item	**Product/Services Description**	**Product Code**	**QTY**	**Term (months)**	**Start Date**	**End Date**	**Annual Customer Price USD**	**Extended Customer Price USD**
1	Enterprise Immune System	DCIP-EIS	1	48	2022-05-01	2026-04-30	99,060	396,240
	Small Appliance	DCIP-S	2	48	2022-05-01	2026-04-30		
	Medium Appliance	DCIP-M	1	48	2022-05-01	2026-04-30		
	Antigena Email Hosted	DCIP-AGE	480	48	2022-05-01	2026-04-30		
	Antigena Email Software:	DCIP-AGE	480	48	2022-05-01	2026-04-30		
	-- License for up to four hundred and eighty (480) Users							
	Antigena Network Software	DCIP-ANTI	1	48	2022-05-01	2026-04-30		
	SaaS-M365-AGS (Limit 480 Users)	SaaS-M365-AGS	480	48	2022-05-01	2026-04-30		
	Commencing on 1 May 2022 (“Commencement Date”)							
	Installation Services							
	Standard Support Services							
2	eLearning Training	DCIP-TV-ELEARN						-
	Public Online Training	DCIP-TV-PUB						-
	Private Training (Remote)	DCIP-TV-REM	2					-
Total								**396,240**
Extended Customer Price if Product Order Form is executed after 30th April 2022								**435,864**

2022-147 JKS/TMM

DocuSign Envelope ID: 8B4AAB59-4887-4E59-8619-466455F90F4F

Terms and Conditions:	
1	By signing this Product Order Form ("Product Order Form"), issuing a purchase order referencing this Product Order Form or otherwise accessing or using the Offering, the Customer's use of the Offering shall be subject to the Darktrace Master Customer Agreement included in the Appliance, which can also be found at: https://www.darktrace.com/resources/legal-online-terms.pdf ("Agreement"). Customer is already in possession of the Appliances listed in line item 1 above pursuant to a prior order, and Darktrace shall not be required to provide additional such Appliances pursuant to this Product Order Form.
2	Customer's use of Antigena Email is limited to the number of Users specified above. For such purposes, a "User" is a user in an email environment with an account capable of sending or receiving email.
3	The Appliance(s) are for use with respect to the Customer's applicable bandwidth throughput, number of connected devices and connections per minute as set out in the applicable Product Data Sheet (https://darktrace.com/resources/contract-data-sheets.zip) (the "Appliance Specifications"). Should the Appliance Specifications be exceeded, additional Fees shall be payable. The Software is limited to one thousand one hundred (1,100) Devices in use on the Customer network (the "Device Limit"). For the purposes of this calculation a "Device" is a unique Internet Protocol address (IP address), tied to a piece of equipment, apparatus, or instrument, virtual or physical; that is monitored, modelled and visible in the Threat Visualizer within a given 7 day time frame. Should the Device Limit be exceeded, additional Fees shall be payable.
4	Fees are exclusive of any applicable sales tax, goods and services tax, withholding tax or VAT. Fees will be invoiced annually in advance from the Commencement Date. Payment terms Net 30.
5	If Customer requires a purchase order, it must be sent at the time of acceptance of this Product Order Form and be for the full contract value. If it is not received, Darktrace shall be entitled to invoice without it.
6	Acceptance of this Product Order Form is expressly limited to the terms of Darktrace's offer. Once accepted, the terms and conditions of this Product Order Form and the Agreement will be the complete and exclusive statement of the agreement between the parties. Any modifications proposed by Customer are expressly rejected by Darktrace and shall not become part of the Agreement in the absence of Darktrace's written acceptance.
7	This Product Order Form may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. Transmission of the executed counterpart of this Product Order Form by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart.
8	For SaaS application purposes, a "User" is a user with log-in credentials to the relevant application. Customer's use of SaaS-M365-AGS will be limited to a maximum of 480 Users. For such purposes, a "User" is a user in the relevant SaaS environment with an account, or with log-in credentials to the relevant SaaS platform, as applicable. Should the User limit be exceeded, additional Fees shall be payable.
9	During the Term of this Offering and the term of the Opt In, if elected by Customer, Darktrace shall maintain insurance coverage consistent with the insurance coverage outlined in the letter attached to this Product Order Form.

This order is signed subject to the terms and conditions above

For Customer

Signature:
Name:
Job Title:
Signature Date: _____
("Effective Date")

For Darktrace:

Signature: DocuSigned by: Rachel Elias-Jones 07491C0054AB428...
Name: Rachel Elias-Jones
Job Title: Financial Director
Signature Date: 4/19/2022 | 12:29 AM PDT

2022-147 JKS/TMM

DocuSign Envelope ID: 8B4AAB59-4887-4E59-8619-466455F90F4F

Ishe Mugwira
Client Adviser

Marsh Ltd
Milton Keynes (PO Box)
Milton Keynes Postal Address:
PO Box 3264
NR7 7BH
+44 (0) 1908 846029
Ishe.Mugwira@marsh.com
www.marsh.com

9th December 2021

To whom it may concern

Dear Sirs

CONFIRMATION OF INSURANCE – Darktrace PLC and Subsidiaries

As requested by the above client, we are writing to confirm that we act as Insurance Brokers to the client and that we have arranged insurance(s) on its behalf as detailed below:

PROFESSIONAL INDEMNITY &	**CYBER LIABILITY**
INSURER:	American International Group
POLICY NUMBER:	0034033810
PERIOD OF INSURANCE:	1 December 2021 to 30 November 2022, both dates inclusive
LIMIT OF LIABILITY:	Blended Professional Indemnity and Cyber Liability - GBP 5million in the aggregate.
DEDUCTIBLES:	GBP 350,000 each and every claim or loss and 12 hour waiting period (Network Interruption).
GEOGRAPHICAL LIMITS	Worldwide

EMPLOYERS LIABILITY	
INSURER:	CHUBB European Group SE
POLICY NUMBER:	UKINTC92535
PERIOD OF INSURANCE:	1 December 2021 to 30 November 2022, both dates inclusive
LOSS LIMIT:	GBP 10,000,000 per occurrence GBP 5,000,000 per occurrence (Terrorism)
DEDUCTIBLES:	NIL

DocuSign Envelope ID: 8B4AAB59-4887-4E59-8619-466455F90F4F

MARSH

TERRITORIAL LIMITS	Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, Republic of Ireland and elsewhere in the world in respect of any employee whilst temporarily outside of these territories provided that such employee normally resides within the territorial limits stated above

PUBLIC & PRODUCTS LIABILITY

INSURER:	CHUBB European Group SE
POLICY NUMBER:	UKINTC92535
PERIOD OF INSURANCE:	1 December 2021 to 30 November 2022, both dates inclusive
LOSS LIMIT:	Public Liability - GBP 15,000,000 per occurrence Products Liability - GBP 15,000,000 per occurrence and in the aggregate Pollution & Contamination - GBP 15,000,000 in the aggregate
DEDUCTIBLES:	GBP 500 Third Party Property Damage
TERRITORIAL LIMITS	Worldwide excluding Cuba and sanctioned territories

This letter is issued as a matter of information only and confers no right upon you other than those provided by the policy. This letter does not amend, extend or alter the coverage afforded by the policies described herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this letter may be issued or pertain, the insurance afforded by the policy (policies) described herein is subject to all terms, conditions, limitations, exclusions and cancellation provisions and may also be subject to warranties. Limits shown may have been reduced by paid claims.

We express no view and assume no liability with respect to the solvency or future ability to pay of any of the insurance companies which have issued the insurance(s).

We assume no obligation to advise yourselves of any developments regarding the insurance(s) subsequent to the date hereof. This letter is given on the condition that you forever waive any liability against us based upon the placement of the insurance(s) and/or the statements made herein with the exception only of wilful default, recklessness or fraud.

This letter may not be reproduced by you or used for any other purpose without our prior written consent.

Insurance Brokers Chartered

Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority.

© Copyright 2020 Marsh Ltd. All rights reserved.

MARSH & McLENNAN COMPANIES

DocuSign Envelope ID: 8B4AAB59-4887-4E59-8619-466455F90F4F

MARSH

This letter shall be governed by and shall be construed in accordance with English law.

Yours faithfully,

Ishe Mugwira

Ishe Mugwira
Client Adviser

Insurance Brokers
Chartered

Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority.

© Copyright 2020 Marsh Ltd. All rights reserved.

MARSH & McLENNAN COMPANIES

DocuSign Envelope ID: 8B4AAB59-4887-4E59-8619-466455F90F4F

DARKTRACE MASTER CUSTOMER AGREEMENT

IMPORTANT - READ CAREFULLY:

Please read the following legally binding Darktrace Master Customer Agreement ("Agreement") between Darktrace Holdings Limited ("Darktrace") and the person or entity that has been granted rights under this Agreement ("Customer") carefully. THIS AGREEMENT WILL APPLY TO ANY QUOTE, PRODUCT ORDER FORM, ORDER ACKNOWLEDGEMENT, AND INVOICE, AND ANY SALE, LICENCE, OR DELIVERY OF ANY APPLIANCES OR SERVICES BY DARKTRACE. By selecting the 'accept' option, installing or otherwise accessing or using the Offering (as defined herein), Customer acknowledges that Customer has read, understands and agrees to be bound by the terms and conditions of this Agreement. Where a reseller, service provider, consultant, contractor or other permitted third party downloads, installs or otherwise uses the Appliance on Customer's behalf, such party will be deemed to be Customer's agent and Customer will be deemed to have accepted all of the terms and conditions of this Agreement as if Customer had directly downloaded, installed or used the Appliance.

If Customer does not agree with the terms and conditions of this Agreement, Customer is not authorised to install the Appliance or otherwise use the Offering for any purpose whatsoever. If Customer returns the unused Appliance and all accompanying items in their original condition and packaging within twenty-one (21) calendar days of delivery by Darktrace, together with proof of purchase, Customer may receive a full refund of any Fees paid.

Darktrace and Customer may be collectively referred to as the "Parties" or individually as a "Party".

RECITALS

Whereas, Darktrace is the supplier of the Offering that is more fully described in the applicable quotation, ordering document, or commercial terms schedule provided by Darktrace or its authorised reseller, as applicable, and accepted by Darktrace, which identifies the Appliances and any Services ordered by Customer from Darktrace or its authorised reseller, as applicable, the term, the respective quantities, the applicable fees, together with any other specifications or requirements and any other restrictions (if any) ("Product Order Form").

Whereas, Customer is interested in using the Offering for its internal use and Darktrace has agreed to Customer's use of the Offering on the terms of this Agreement.

Now therefore, in consideration of the mutual covenants and the payment of Fees described herein, the Parties agree as follows:

1. DEFINITIONS

Certain capitalised terms used but not defined herein are as set forth in Appendix 1 to this Agreement.

2. EVALUATIONS AND BETA TESTING

The following terms in this Clause 2 apply to a Darktrace proof of value or technical preview of the Offering.

2.1. If Darktrace permits Customer to conduct a proof of value of any commercially-available Offering (the "Evaluation"), Customer shall be granted a non-exclusive, non-transferable, non-sublicensable licence to use the Offering free of charge for evaluation purposes only for a maximum of four (4) weeks, or such other duration as specified by Darktrace in writing at its sole discretion (the "Evaluation Period"). Except for the foregoing, Darktrace does not grant Customer any rights, implied or otherwise in or to the Offering in respect of an Evaluation. Customer must keep the Appliance free from liens, will be responsible for any damage to such Appliance during the Evaluation Period (reasonable wear and tear excepted) and will carry insurance coverage (all risks) in an amount equal to the full replacement value of the Appliance. On the expiry of the Evaluation Period, and unless the Parties agree to a subsequent purchase of the Offering, Customer shall return the Appliance to Darktrace securely and properly packaged, with carriage (and insurance at Customer's option) and this Agreement will terminate.

2.2. If Darktrace provides Customer with a new product or new version of the Offering for technical preview or beta testing purposes (a "Preview Product"), Customer may use the Preview Product for evaluation purposes, in a non-production test environment only, for the period specified by Darktrace (the "Test Period"). Customer will test the Preview Product in accordance with any conditions specified in the readme file for the software or any accompanying Documentation and will gather and report test data, feedback, comments and suggestions to Darktrace. Customer's right to use the Preview Product will terminate upon expiry of the Test Period. Darktrace does not warrant that it will release a commercial version of the Preview Product, or that a commercial version will contain the same or similar features as the Preview Product.

2.3. Clause 9 and Clause 12 will not apply to Evaluations or Preview Products. APPLIANCES PROVIDED FOR THE PURPOSES OF EVALUATION ("EVALUATION PRODUCTS") AND PREVIEW PRODUCTS ARE PROVIDED "AS IS" AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (i) DARKTRACE MAKES NO WARRANTIES, CONDITIONS, REPRESENTATIONS OR UNDERTAKINGS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RELATION TO SUCH EVALUATION PRODUCTS OR PREVIEW PRODUCTS; AND (ii) IN NO EVENT SHALL DARKTRACE BE LIABLE TO CUSTOMER OR TO THOSE CLAIMING THROUGH CUSTOMER FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGE OR LOSS OF ANY KIND, OR ANY LOSS OF PROFITS, LOSS OF CONTRACTS, BUSINESS INTERRUPTIONS, LOSS OF OR CORRUPTION OF INFORMATION OR DATA HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT OR TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), EVEN IF DARKTRACE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

2.4. IF ANY LIMITATION, EXCLUSION, DISCLAIMER OR OTHER PROVISION CONTAINED IN CLAUSE 2.3 ABOVE IS HELD TO BE INVALID FOR ANY REASON BY A COURT OF COMPETENT JURISDICTION AND DARKTRACE BECOMES LIABLE THEREBY FOR LOSS OR DAMAGE THAT MAY LAWFULLY BE LIMITED, SUCH LIABILITY WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED TEN THOUSAND POUNDS STERLING (£10,000).

3. OFFERING; ORDER PROCESS

3.1. Darktrace agrees to provide to Customer: (i) the number and type of Appliances; (ii) the Support Services; and (iii) the training to be provided to Customer, if any, each as set out in the Product Order Form. The Product Order Form must be in writing and reference this Agreement to be valid. The Product Order Form will be governed by this Agreement and any different or additional terms presented with or in any communication, including but not limited to, Customer's purchase order, are deemed null and void and of no effect unless the additional terms are agreed upon by the Parties in writing prior to acceptance of that Product Order Form.

4. HARDWARE

4.1. Hardware Products. Unless otherwise agreed in the Product Order Form, use of the Hardware is included in the Fees. The Hardware is provided solely as the medium for delivery and operation of the Software and must not be used for any other purpose. Customer will be granted a licence to the Software on the terms of Clause 5 below.

4.2. Delivery. Darktrace will use commercially reasonable efforts to ship the Appliance(s) on the agreed delivery dates (in partial or full shipments); provided, however, that Darktrace will in no event be liable for any delay in delivery or for failure to give notice of delay. Darktrace may withhold or delay shipment of any order if Customer is late in payment or is otherwise in default under this Agreement. Darktrace will deliver the Appliance FCA (Incoterms 2010) to the agreed Sites. In the absence of specific shipping instructions from Customer, Darktrace will ship by the method of its choice. Unless otherwise agreed, Customer will pay and be exclusively liable for all costs associated with shipping and delivery including without limitation, freight, shipping, customs charges and expenses, cost of special packaging or handling and insurance premiums incurred by Darktrace in connection with the shipment of the Appliance(s) to Customer. Darktrace will identify itself in all documents related to the shipment of the Appliance(s) as the exporter of record from the applicable jurisdiction of export, and Customer (or its agent, as applicable) as the importer of record into the country of delivery.

4.3. Title to Hardware. Title to the Hardware will remain with Darktrace for the entire Term. Upon termination for any reason, or on expiration of the Term, Customer shall return the Hardware to Darktrace, securely and properly packaged, with carriage (and insurance at Customer's option) prepaid. Whilst the Hardware is in Customer's possession, Customer must (a) clearly designate the Hardware as Darktrace's property; (b) hold the Hardware on a fiduciary basis as Darktrace's bailee; (c) store and use the Hardware in a proper manner in conditions which adequately protect and preserve the Hardware; (d) insure the Hardware against all risks to its full replacement value; and (e) not sell, charge, pledge, mortgage or otherwise dispose of the Hardware or any part of it or permit any lien to arise over the Hardware (or part thereof) and keep the Hardware free from distress, execution and other legal process.

5. LICENCE GRANT FOR THE SOFTWARE AND RESTRICTIONS

5.1. Licence Grant for Software. In consideration of the Fees paid by Customer to Darktrace, and subject to the terms and conditions of this Agreement and the Product Order Form, Darktrace grants to Customer a non-exclusive, non-transferable, non-sublicensable licence for the Term to: (i) install and use the Appliance on the Site(s) or an Outsource Provider's site(s) for Customer's or its Affiliate's internal business purposes (provided that neither Customer nor its Affiliates may use the Appliance or the Services as a commercial product or for the benefit of an unaffiliated third party); (ii) make a commercially reasonable

number of copies of the Documentation; provided however, that Customer must reproduce and include all of Darktrace's and its suppliers' copyright notices and proprietary legends on each such copy.

5.2. Licence Restrictions. All Software is licensed, not sold. The restrictions in this Agreement represent conditions of Customer's licence. Unless otherwise specified in the Product Order Form or the Documentation, the Software is pre-installed on the Hardware and Customer agrees to use the Software solely in conjunction with such Hardware and not separately or apart from the Hardware. Customer specifically agrees not to: (i) sub-licence, rent, sell, lease, distribute or otherwise transfer the Software or any part thereof or use the Offering, or allow the Offering to be used, for timesharing or service bureau purposes or otherwise use or allow others to use for the benefit of any third party (other than Customer's Affiliates); (ii) attempt to reverse engineer, decompile, disassemble, or attempt to derive the source code or underlying ideas or algorithms of the Software or Third Party Software (other than the GPL Software) or any portion thereof, except as required to be permitted by applicable law; (iii) modify, port, translate, localise or create derivative works of the Software, the Third Party Software, the Documentation; (iv) use the Offering: (a) in violation of any law, statute, ordinance or regulation applicable to Customer (including but not limited to the laws and regulations governing publicity or privacy, export/import control, federal, state and local laws and regulations governing the use of network scanners and related software in all jurisdictions in which systems are scanned or scanning is controlled, or anti-discrimination, in each case that are applicable to Customer); or (b) negligently, intentionally or wilfully propagate any virus, worms, Trojan horses or other programming routine intended to damage any system or data; (v) remove or modify any acknowledgements, credits or legal notices contained on the Appliance or any part thereof; (vi) install or run on the Hardware on any software applications other than the Software and Third Party Software installed by Darktrace on such Hardware; (vii) collect any information from or through the Offering using any automated means (other than Darktrace approved APIs), including without limitation any script, spider, "screen scraping," or "database scraping" application or gain or attempt to gain non-permitted access by any means to any Darktrace computer system, network, or database; and (viii) file copyright or patent applications that include the Offering or any portion thereof.

5.3. Affiliate Use. Darktrace acknowledges and agrees that the Offering may be used for the benefit of Customer Affiliates incorporated on or before the Effective Date of the Product Order Form. Such Customer Affiliates will be entitled to utilise the Offering in the same way as Customer under the terms of this Agreement. To the extent that any such Customer Affiliate utilises the Offering in accordance with this Clause 5.3 Customer (acting as agent and trustee of the relevant Customer Affiliate) will be entitled to enforce any term of this Agreement and recover all losses suffered by such Customer Affiliate pursuant to this Agreement as though Customer had suffered such loss itself, provided that in no event may Customer make multiple recoveries in respect of the same loss.

5.4. Outsource Provider. In the event that Customer contracts with any third party service provider(s) such as an outsourcer, hosting, managed service, or collocation service provider or other information technology service provider for the performance of information technology functions (each, an "Outsource Provider"), Customer may permit such Outsource Provider to exercise all or any portion of the rights granted in Clause 5.1 above solely on Customer's or its Affiliates' behalf, provided that, (i) the Outsource Provider will only use or operate the Offering for Customer's use subject to terms and conditions that are consistent with the rights and limitations set out in this Agreement; and (ii) Customer will remain liable for the acts and omissions of the Outsource Provider under this Agreement.

5.5. Third Party Software/ Open Source Software. Customer acknowledges that the Software may contain or be accompanied by certain third-party hardware and software products or components ("Third Party Products") including Open Source Software. Any Open Source Software provided to Customer as part of the Offering is copyrighted and is licensed to Customer under the GPL/LGPL and other Open Source Software licences. Copies of, or references to, those licences may be set out in a Product Order Form, the Third Party Product packaging or in a text file, installation file or folder accompanying the Software. If delivery of Open Source Software source code is required by the applicable licence, Customer may obtain the complete corresponding Open Source Software source code for a period of three years after Darktrace's last shipment of the Software by sending a request to: Attn: Legal Department - Open Source Software Request, Darktrace Holdings Limited, Maurice Wilkes Building, Cowley Road, Cambridge CB4 0DS, United Kingdom.

6. SERVICES

6.1. Installation. Darktrace will conduct its standard installation and test procedures to confirm completion of the installation of the Appliance on Customer's or its Outsource Provider's site ("Installation Services").

DocuSign Envelope ID: 8B4AAB59-4887-4E59-8619-466455F90F4F

6.2. Support Services. Darktrace will provide the Standard Support Services for the Term and any Support Service Options specified in the Product Order Form (collectively, the "Support Services"). Darktrace's Support Services are further described in the Support Services Data Sheet, which details Darktrace's Standard Support Services and Support Service Options, and their respective eligibility requirements, service limitations and Customer responsibilities.

6.3. Call Home. Darktrace's Call Home feature is critical for certain Support Services. Darktrace will limit its access solely to the extent relevant to Darktrace's provision of the Support Services, and such remote access will be subject to Customer's reasonable policies and procedures provided to Darktrace in writing in advance. The Call Home connection remains within Customer's complete control and is initiated by the onsite Appliance. It can be initiated and terminated at any time by Customer.

6.4. DISCLAIMER. UNLESS EXPRESSLY AGREED, THE SERVICES DO NOT INCLUDE THE MONITORING, INTERPRETATION OR CORRECTIVE ACTION WITH RESPECT TO ANY ALERTS GENERATED BY THE OFFERING. NO ADVICE, REPORT, OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM DARKTRACE OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. CUSTOMER UNDERSTANDS THAT: (A) ANY OUTCOME OF THE SERVICES INVOLVING SECURITY ASSESSMENT IS LIMITED TO A POINT-IN-TIME EXAMINATION OF CUSTOMER'S SECURITY STATUS; AND (B) THE SERVICES DO NOT CONSTITUTE ANY FORM OF REPRESENTATION, WARRANTY OR GUARANTEE THAT CUSTOMER'S SYSTEMS ARE SECURE FROM EVERY FORM OF ATTACK, EVEN IF FULLY IMPLEMENTED. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT NOT ALL ANOMALIES / INTRUSIONS MAY BE REPORTED OR PREVENTED.

7. FEES, PAYMENT AND TAXES

7.1. Fees. Fees are stated in the Product Order Form. No refunds will be made except as provided in Clause 9 and Clause 10.3 of this Agreement. Unless otherwise explicitly agreed in writing, fees are: (i) exclusive of sales and use taxes assessed by any taxing authority in the jurisdiction(s) in which Customer is physically located and takes delivery of the Appliance or Services; and (ii) exclusive of duties and shipping and handling fees, which unless otherwise agreed will be the responsibility of Customer. Should Customer be required under any law or regulation of any governmental entity or authority outside of the United Kingdom to withhold or deduct any portion of the payments due to Darktrace, then Customer will increase the sum payable to Darktrace by the amount necessary to yield to Darktrace an amount equal to the sum Darktrace would have received had no withholdings or deductions been made..

7.2. Invoices and Payment. Unless otherwise stated in the Product Order Form, Customer will be invoiced the Fees from the commencement date specified in the Product Order Form (the "Commencement Date"). Any other charges, such as out of pocket expenses will be invoiced monthly in arrears. Invoicing will occur via email. Unless otherwise agreed in the Product Order Form, Customer agrees to pay all undisputed amounts within thirty (30) days of Customer's receipt of the applicable invoice by direct bank or wire transfer in accordance with the instructions on the invoice, and any bank charges assessed on Customer by Customer's bank. UNLESS PAYMENTS ARE MADE BY BANK OR WIRE TRANSFER, THEY MUST BE MADE ANNUALLY IN ADVANCE. Darktrace may suspend or cancel performance of open orders or Services if Customer fails to make payments when due, reserving all other rights and remedies as may be provided by law. Darktrace may impose late charges on overdue payments at a rate equal to two percent (2%) per annum above the official dealing rate of the Bank of England, calculated from the date payment was due until the date payment is made, and all reasonable expenses incurred in collection, including legal fees.

7.3. Lapsed Fees. If Customer has lapsed in the payment of Fees due hereunder, Darktrace may suspend the provision of Services and prior to recommencement of the Services by Darktrace, Customer will be responsible for paying all fees associated with the Offering from the date such Services were stopped through to the then-current date.

7.4. Clause 7 shall not apply where Customer has purchased the Offering through a Darktrace authorised reseller.

8. INTELLECTUAL PROPERTY; OWNERSHIP

8.1. Intellectual Property. Except as expressly set forth herein: (i) this Agreement does not grant either Party any rights, implied or otherwise, to the other's Intellectual Property; and (ii) Darktrace, its suppliers and licensors, retain all right, title and interest in and to the Offering , and the Documentation and all copies thereof, including all enhancements, error correction, new releases, updates, derivations, and modifications thereto (collectively, "Darktrace Intellectual Property"). Customer agrees to inform Darktrace promptly of any infringement or other improper action with respect to Darktrace Intellectual Property that comes to Customer's attention.

DocuSign Envelope ID: 8B4AAB59-4887-4E59-8619-466455F90F4F

9. WARRANTIES

9.1. Hardware Warranty. Darktrace warrants to Customer that during the two (2) year period from the date of delivery of the Appliance, the Hardware will perform materially in accordance with the applicable Datasheet.

9.2. Software Warranty. Darktrace warrants to Customer that during a period of ninety (90) days from the date of delivery of the Appliance, the Software will perform materially in accordance with the applicable Datasheet.

9.3 Services Warranty. Darktrace warrants to Customer that all Services will be performed with all reasonable care, skill and diligence in accordance with generally recognised commercial practices and standards.

9.4 Exceptions. The warranties contained in Clause 9.1 and Clause 9.2 above will not apply if: (i) Customer's use of the Offering is not in accordance with this Agreement; (ii) Customer fails to follow Darktrace's environmental, installation, operation or maintenance instructions or procedures in the Documentation; (iii) the Appliance has been subject to Customer's (or its agent's) abuse, negligence, improper storage, servicing or operation (including without limitation use with incompatible equipment), reasonable wear and tear excepted; (iv) the Appliance has been modified, repaired or improperly installed other than by Darktrace or any contractor or subcontractor of Darktrace; (v) Customer (or its agent) has failed to implement, or to allow Darktrace or its agents to implement, any corrections or modifications to the Appliance made available to Customer by Darktrace; or (vi) Customer (or its agent) has combined the Appliance with other software, services, or products that are not provided by Darktrace or not otherwise specified in the Documentation, and, but for such combination, the breach of warranty would have been avoided.

9.5 Remedies. If during the applicable warranty period contained in Clause 9.1 or Clause 9.2 above: (i) Darktrace is notified promptly in writing upon discovery of an error in any of the Appliance, including a detailed description of such alleged error; and (ii) Darktrace's inspections and tests determine that the Appliance contains an error and it is not subject to any of the exceptions set out in Clause 9.4, then, as Darktrace's entire liability and Customer's sole remedy for such breach of warranty, Darktrace will (at Darktrace's option and sole expense) correct, repair or replace the Appliance within a reasonable time or provide or authorise a refund of the unused portion of the Fees Customer has paid for the Offering following the return of the Appliance to Darktrace and the Agreement will terminate. Any items provided as replacement under the terms of the applicable warranty will be warranted for the remainder of such original warranty period. Darktrace will pay for, and will bear all risk of loss of or damage to, the return shipment of the Appliance to Darktrace and the shipment of repaired or replaced the Appliance to Customer. Customer agrees to provide prompt notice of any failure under Clause 9.3 and Darktrace will re-perform any Service that fails to meet the warranted standard.

9.6 DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES SET OUT IN THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER DARKTRACE NOR ANY OF ITS THIRD PARTY LICENSORS OR SUPPLIERS MAKE ANY WARRANTIES, CONDITIONS, UNDERTAKINGS OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE IN RELATION TO ANY SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE.. DARKTRACE DOES NOT WARRANT THAT THE OPERATION OF THE OFFERING WILL BE ERROR-FREE OR UNINTERRUPTED.

10. INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT INDEMNITY

10.1. Darktrace Indemnity. Darktrace will indemnify Customer, Customer's Affiliates, and their respective officers, directors, and employees (and any successors and assigns of the foregoing) (collectively, the "Customer Indemnitees") against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim that the Software provided or made available by Darktrace under this Agreement , or its receipt, possession or use by any Customer Indemnitee, infringes a European or U.S. patent, any copyright, or misappropriates any third party trade secrets. The indemnification obligations of Darktrace will be subject to Customer: (i) notifying Darktrace in writing within twenty (20) days of receiving notice of any threat or claim of such action; (ii) giving Darktrace exclusive control and authority over the defence or settlement of such action (provided that: (A) any settlement will not entail an admission of fault or guilt by any Customer Indemnitee; and (B) the settlement includes, as an unconditional term, the claimant's or the plaintiff's release of Customer Indemnitees from all liability in respect of the claim); (iii) not entering into any settlement or compromise of any such action without Darktrace's prior written consent; and (iv) providing reasonable assistance requested by Darktrace at Darktrace's expense. Customer will be obliged to mitigate its losses insofar as is reasonable in the circumstances.

10.2. Exclusions. The obligations set out in Clause 10.1 do not apply to the extent that a third party claim is caused by, or results from: (a) Customer's combination or use of the Software that is the subject of the claim with other software, services, or

products that are not provided or authorised by Darktrace in writing, if the claim would have been avoided by the non-combined or independent use of the Software that is the subject of the claim; (b) modification of the Software that is the subject of the claim by anyone other than Darktrace or any contractor or subcontractor of Darktrace, if the third party claim would have been avoided by use of the unmodified Offering or other intellectual property that is the subject of the claim; (c) Customer's continued allegedly infringing activity after being notified thereof and being provided with modifications that would have avoided the alleged infringement (which in implementing such modifications, Darktrace will use commercially reasonable efforts to have substantially preserve the utility and functionality of the Offering or other intellectual property that is the subject of the claim); (d) Customer's use of the Software that is the subject of the claim in a manner not in accordance with this Agreement or the Documentation; (e) use of other than Darktrace's most current release of the Software that is the subject of the claim if the third party claim would have been avoided by use of the most current release or revision release or revision.

10.3. Remedies. If Darktrace reasonably believes the Software infringes a third party's Intellectual Property Rights, then Darktrace will, at its option and at no additional cost to Customer: (a) procure for Customer the right to continue to use the Software; (b) replace the Software; or (c) modify the Software to avoid the alleged infringement. If none of the options in the previous sentence are commercially reasonable, Darktrace may terminate the licence for the allegedly infringing Software and refund a pro rata refund of the Fees paid by Customer from the date a third party claim arose for the allegedly infringing Software to the then-current date, whereupon this Agreement will automatically terminate.

10.4. THIS CLAUSE 10 IS A COMPLETE STATEMENT OF THE CUSTOMER'S REMEDIES FOR THIRD PARTY CLAIMS FOR INFRINGEMENT AS DESCRIBED IN CLAUSE 10.1.

11. CUSTOMER DATA; CUSTOMER UNDERTAKINGS AND INDEMNITY

11.1. Customer Data; Licence Grant. Customer will own all right, title and interest in and to the Customer Data and to the extent such Customer Data is included in a Report, the actual content of such Report. For any Customer Data stored on the Appliance, to the extent required to provide the Services, Customer grants to Darktrace a limited, and non-exclusive licence to access and use the Customer Data only to the extent necessary for Darktrace to perform the Services. Customer agrees Darktrace may utilise the details of any Alerts occurring in Customer's network and any connected data source to develop the Offering on an anonymised basis and excluding any Customer Confidential Information.

11.2. Customer Security Obligations. In using the Offering or authorising its Outsource Provider and third parties to use it on Customer's behalf, Customer (and not Darktrace) will be responsible for establishing, monitoring, and implementing security practices to control the physical access to and use of the Offering and all Customer Data therein, including Personal Data.

11.3. DATA DISCLAIMER; INDEMNITY. CUSTOMER IS SOLELY RESPONSIBLE FOR ITS USE OF THE OFFERING, THE ACTIVITIES OF ITS USERS AND FOR THE ACCURACY, INTEGRITY, LEGALITY, RELIABILITY AND APPROPRIATENESS OF ALL CUSTOMER DATA. CUSTOMER EXPRESSLY RECOGNISES THAT DARKTRACE DOES NOT CREATE OR ENDORSE ANY CUSTOMER DATA PROCESSED BY OR USED IN CONJUNCTION WITH THE OFFERING. CUSTOMER FURTHER ACKNOWLEDGES THAT DARKTRACE AND ITS AFFILIATES DO NOT PROVIDE BACKUP SERVICES FOR CUSTOMER DATA AND CUSTOMER UNDERTAKES THAT IT SHALL BE SOLELY RESPONSIBLE FOR BACKUP OF ALL CUSTOMER DATA. Customer will, at Customer's own expense, indemnify, defend and hold Darktrace, its Affiliates, and their respective officers, directors, and employees, ("Darktrace Indemnitees") harmless from and against all liabilities, damages, and costs, including settlement costs and reasonable attorneys' fees, incurred by reason of Darktrace's compliance with the instructions of Customer with respect to the ownership, custody, processing or disposition of the Customer Data by Darktrace, as applicable.

12. LIMITATION OF LIABILITY

12.1. LIMITATION OF LIABILITY. SUBJECT TO THE REMAINDER OF THIS CLAUSE 12, EACH PARTY'S MAXIMUM LIABILITY TO THE OTHER PARTY FOR ANY AND ALL CLAIMS, LOSS OR DAMAGE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF ALL FEES PAID OR PAYABLE TO DARKTRACE FOR THE OFFERING DURING THE THEN-APPLICABLE TERM, EXCEPT THAT IN RESPECT OF (I) CLAUSE 11.3 ("DATA DISCLAIMER; INDEMNITY") AND (II) CLAUSE 15 ("DATA PROTECTION") EACH PARTY'S LIABILITY TO THE OTHER FOR ALL SUCH BREACHES SHALL NOT EXCEED, IN THE AGGREGATE , THE GREATER OF (A) THREE TIMES (3X) TOTAL FEES PAID OR PAYABLE TO DARKTRACE FOR THE OFFERING DURING THE THEN-APPLICABLE TERM OR (B) TWO HUNDRED AND FIFTY THOUSAND POUNDS STERLING (£250,000).

12.2. EXCLUSION OF CONSEQUENTIAL DAMAGES. SUBJECT TO CLAUSE 12.3 BELOW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDRECT OR CONSEQUENTIAL LOSS; OR ANY LOSS OF PROFITS; LOSS OF REVENUE OR BUSINESS; LOSS OF GOODWILL OR REPUTATION; LOSS OF OR CORRUPTION OR DAMAGE TO DATA; LOSS OF MANAGEMENT TIME, HOWSOEVER ARISING AND WHETHER OR NOT SUCH PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, CORRUPTION OR DAMAGE.

12.3. Exclusions from Limitation of Liability. Nothing in this Agreement will exclude or limit either Party's liability for: (i) for death or personal injury due to negligence; (ii) fraud; (iii) breach of Clause 14 ("Confidentiality"); (iv) breach of Clause 5 ("Licence Grant for the Software and Restrictions"), or (v) for any other matter in respect of which liability cannot lawfully be limited or excluded.

13. TERM; TERMINATION

13.1. Term. This Agreement is effective from the Effective Date and will remain in force until: (i) expiry of the Evaluation Period in accordance with Clause 2.1 above; or (ii) the end of the term specified in a Product Order Form (as applicable the "Term"). In the event of extension or renewal of the Product Order Form, such extension or renewal shall be considered a new and separate Term.

13.2. Expiration of the Term. Notwithstanding any provision of this Clause 13, Customer's right to use, and Customer's access to, the Appliance will automatically terminate on expiry of the Term unless and until Customer renews or extends the Term for the Appliance.

13.3. Termination for Breach. Either Party may terminate this Agreement if: (i) the other Party is in material breach of the Agreement and fails to cure such breach within thirty (30) days after receipt of written notice; or (ii) the other Party ceases its business operations or becomes subject to insolvency proceedings, which proceedings are not dismissed within thirty (30) days.

13.4. Termination or Suspension by Darktrace. Without prejudice to any other right or remedy available to Darktrace:

13.4.1. Darktrace may restrict, suspend or terminate Customer's licence or use of the Offering without liability if a court or other government authority issues an order prohibiting Darktrace from furnishing the Offering to Customer. Customer's obligation to pay Fees during any period of suspension under this Clause 13.4.1 will also be suspended. In the event the Offering is suspended pursuant to this Clause 13.4.1 then provided it is lawful to do so, Darktrace will inform Customer of the reasons for the suspension and will work with Customer to resolve such issues and re-instate the Offering.

13.4.2. Additionally, Darktrace may terminate, suspend or limit Customer's licence grant or use of the Offering without liability if Darktrace provides Customer with written notice that it has a reasonable suspicion that Customer is using the Offering: (i) in breach of Clause 5.1 or Clause 5.2; or (ii) in a manner that is otherwise unlawful, and in each case Customer does not cure the condition identified in such notice within five (5) business days.

13.5. Effect of Termination. Upon termination or expiration of this Agreement:

13.5.1. The Term and all other rights and licences granted by one Party to the other, and any Services provided by Darktrace to Customer, will cease immediately;

13.5.2. Customer shall ensure all Customer Data is removed from the Appliance and return the Appliance to Darktrace in accordance with Clause 4.3. DARKTRACE WILL NOT BE RESPONSIBLE FOR MAINTAINING OR PROTECTING ANY CONFIGURATION SETTINGS OR DATA FOUND ON THE RETURNED HARDWARE OR COMPONENT PART OF THE HARDWARE AND IT IS CUSTOMER'S SOLE RESPONSIBILITY TO DELETE ANY SUCH INFORMATION PRIOR TO RETURN; and

13.5.3. All undisputed Fees owing to Darktrace at the date on which termination takes effect will become due and payable.

13.6. Survival. The following provisions will survive any termination of this Agreement: Clause 2 ("Evaluations and Beta Testing")"; Clause 5 ("Licence Grant For the Software and Restrictions"); Clause 7 ("Fees, Payments and Taxes"); Clause 8 ("Intellectual Property; Ownership"); Clause 9.6 ("Disclaimer"); Clause 10 ("Intellectual Property Rights Infringement Indemnity"); Clause 11.3 ("Data Disclaimer; Indemnity"); Clause 12 ("Limitation of Liability"); Clause 13.5 ("Effect of Termination"); Clause 13.6 ("Survival"); Clause 14 ("Confidentiality;"); Clause 15 ("Data Protection"); and Clause 16 ("General Provisions").

DocuSign Envelope ID: 8B4AAB59-4887-4E59-8619-466455F90F4F

14. CONFIDENTIALITY

14.1. Each party will treat the other party's Confidential Information as confidential. Confidential Information of one Party (the "Disclosing Party") may only be used by the other Party (the "Receiving Party") for the purpose of fulfilling obligations or exercising rights under this Agreement, and may only be shared with employees, agents or contractors of the Receiving Party who have a need to know such information to support such purpose ("Representatives"). Each Party will procure that any of its Representatives to whom Confidential Information is disclosed are bound by contractual obligations equivalent to those in this Clause 14.1. Notwithstanding the foregoing, the Receiving Party shall remain liable for the acts or omissions of its Representatives. Confidential Information will be protected using a reasonable degree of care to prevent unauthorised use or disclosure for five (5) years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: (i) was known or becomes known to the Receiving Party on a non-confidential basis from a third party, provided that: (a) the Receiving Party has no knowledge that the third party is subject to a confidentiality agreement with the Disclosing Party in respect of the information; and (b) such information is not of a type or character that a reasonable person would have regarded it as confidential; (ii) is independently developed by the Receiving Party without violating the Disclosing Party's rights; (iii) is or becomes publicly known other than through disclosure by the Receiving Party or one if its Representatives in breach of this Agreement; or (iv) was lawfully in the possession of the Receiving Party before the information was disclosed by the Disclosing Party. A party may disclose Confidential Information to the extent disclosure is required by law or a governmental agency provided that, to the extent it is lawful to do so, the Receiving Party notifies the Disclosing Party of the request giving it reasonable opportunity to respond, and cooperate with the Disclosing Party's reasonable, lawful efforts to resist, limit or delay disclosure at the Disclosing Party's expense, and except for making such required disclosure, such information will otherwise continue to be Confidential Information. On termination of the Agreement, each Party will promptly return or destroy all Confidential Information of the other Party.

15. DATA PROTECTION

15.1. The Parties acknowledge that the Offering may be used to process Personal Data regulated by the Data Privacy Laws and the Parties shall comply with the data processing requirements as set out in Appendix 2.

16. GENERAL PROVISIONS

16.1. Entire Agreement; Integration.

16.1.1. This Agreement, the appendices and any documents referenced herein, represent the entire agreement between the Parties on the subject matter hereof and supersedes all prior discussions, agreements and understandings of every kind and nature between the Parties and excludes, without limitation, any terms appearing on a purchase order, invoice or other Customer paperwork or any other terms (in each case whether by way of conduct or otherwise). No modification of this Agreement will be effective unless in writing and signed by both Parties. Each Party acknowledges and agrees that, in connection with the Agreement, it has not been induced to enter into the Agreement in reliance upon, and does not have any remedy in respect of, any representation or other promise of any nature other than as expressly set out in this Agreement. Each Party signing this Agreement acknowledges that it has had the opportunity to review this Agreement with legal counsel of its choice and there will be no presumption that ambiguities will be construed or interpreted against the drafter.

16.1.2. Unless otherwise specifically agreed to in a writing signed by each of the Parties, in the event of any conflict or inconsistency between this Agreement, an appendix hereto, any Product Order Form issued hereunder, and or any document incorporated by reference, the order of precedence of the documents from highest to lowest is the Product Order Form, this Agreement, any appendix hereto and the documents incorporated by reference.

16.2. Severability. The illegality or unenforceability of any provision of this Agreement will not affect the validity and enforceability of any legal and enforceable provisions hereof.

16.3. Force Majeure. Neither Party will be liable for any failure or delay in performing services or any other obligation under this Agreement, nor for any damages suffered by the other or a Customer by reason of such failure or delay, which is, indirectly or directly, caused by an event beyond such Party's reasonable control, riots, natural catastrophes, terrorist acts, governmental intervention, refusal of licences by any government or other government agency, or other acts of god (each, a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been avoided by the non-performing Party through commercially reasonable precautions and cannot be overcome by the non-performing Party through commercially reasonable substitute services, alternate sources, workarounds or other means. During the

DocuSign Envelope ID: 8B4AAB59-4887-4E59-8619-466455F90F4F

continuation of a Force Majeure Event, the non-performing Party will use commercially reasonable efforts to overcome the Force Majeure Event and, to the extent it is able, continue to perform its obligations under the Agreement.

16.4. Notices. Any notice will be delivered by hand or sent by recorded delivery, registered post or registered airmail and satisfactory proof of such delivery must be retained by the sender. All notices will only become effective on actual receipt. Any notices required to be given in writing to Darktrace or any questions concerning this Agreement should be addressed to: Attn: Legal Department, Darktrace Holdings Limited, Maurice Wilkes Building, Cowley Road, Cambridge CB4 0DS, United Kingdom.

16.5. Rights of Third Parties. The provisions of this Agreement concerning restrictions on usage of the Offering and protection of Intellectual Property Rights are for the benefit of and may be enforced by each of Darktrace, any Darktrace Affiliate and the Darktrace Indemnitees. Except for the foregoing sentence, or as otherwise expressly set out in the Agreement, this Agreement does not create any rights for any person who is not a party to it and no person who is not a party to this Agreement may enforce any of its terms or rely on any exclusion or limitation contained herein.

16.6. Audit. Customer will permit Darktrace or an independent certified accountant appointed by Darktrace access, on written notice, to Customer's premises and Customer's books of account and records at any time during normal business hours for the purpose of inspecting, auditing, verifying or monitoring the manner and performance of Customer's obligations under this Agreement. Darktrace will not be able to exercise this right more than twice in each calendar year.

16.7. Independent Contractors. The Parties are independent contractors. Nothing in this Agreement will be construed to create a partnership, joint venture, or agency relationship between the Parties.

16.8. Assignment. This Agreement may not be assigned by either Party without the written consent of the other Party. Notwithstanding the foregoing, consent of the other Party will not be required for a transfer to an Affiliate of a Party or if a Party undertakes an initial public offering, a sale of all or substantially all of its shares or assigns all or substantially all of its business and assets to another entity that is not a direct competitor of the non-assigning Party. Any attempt to assign this Agreement in violation of the foregoing will be null and void. This Agreement binds the Parties, their respective Affiliates, successors and permitted assigns.

16.9. Governing Law. Any dispute or claim relating in any way to this Agreement will be governed by the Governing Law, and adjudicated in the Governing Courts, as defined in the table below, and each Party consents to the exclusive jurisdiction and venue thereof; save that (i) each party may enforce its or its Affiliates' intellectual property rights in any court of competent jurisdiction, including but not limited to equitable relief and (ii) Darktrace or its Affiliate may, bring suit for payment in the country where the Customer Affiliate that placed the Product Order Form is located. Where arbitration applies it shall be conducted in English, under the Rules of Arbitration of the International Chamber of Commerce (the "ICC") by three arbitrators in accordance with Art 12 of said Rules. The award shall be final and binding on the Parties. Except to the extent entry of judgment and any subsequent enforcement may require disclosure, all matters relating to the arbitration, including the award, shall be held in confidence. Customer and Darktrace agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

Customer location (as stated in the Product Order Form)	**Governing Law**	**Governing Courts**
United Kingdom	The laws of England & Wales	The courts of England & Wales
United States of America	The laws of the state of California	The state or Federal courts in San Francisco, California
None of the above	The laws of England & Wales	Arbitration at the ICC in London

16.10. Export Restrictions. The Offering is for Customer's use and not for further commercialisation. Customer acknowledges that the Offering may be classified and controlled as encryption items under the United Kingdom's Export Regulations and other national regulations. Each Party will comply with all applicable laws regarding export-controlled items, and will not export, re-export or import, directly or indirectly, any export-controlled items, or any direct product of them, nor undertake any transaction hereunder in violation of any applicable export laws.

DocuSign Envelope ID: 8B4AAB59-4887-4E59-8619-466455F90F4F

16.11. ITAR. Customer understands that employees of Darktrace and/or its suppliers may have access to native data to perform the Support Services herein and represents that none of this data requires protection from access by foreign persons because it contains technical information regarding defence articles or defence services within the meaning of the United States International Traffic in Arms Regulations (22 CFR § 120) or technical data within the meaning of the United States Export Administration Regulations (15 CFR §§ 730 - 774). If any of this data does contain any such information, Customer will either lock down access to any such data and/or identify any folders containing such data as export-controlled information and acknowledges that special service rates may apply thereto.

16.12. Government End-User Notice (applicable to United States government customers only). The Offering is commercial within the meaning of the applicable civilian and military Federal acquisition regulations and any supplements thereto. If the user of the Appliance is an agency, department, employee, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Appliance, including technical data or manuals, is governed by the terms, conditions and covenants contained in the Darktrace standard commercial licence agreement, as contained herein.

16.13. Waiver. Each Party agrees that the failure of the other Party at any time to require performance by such Party of any of the provisions herein will not operate as a waiver of the rights of such Party to request strict performance of the same or like provisions, or any other provisions hereof, at a later time.

16.14. Headings. All headings used herein are for convenience of reference only and will not in any way affect the interpretation of this Agreement.

16.15. Equitable Remedies. The Parties agree that with respect to a breach by a Party of Clauses 5, 8 or 14, monetary damages may not be an adequate or sufficient remedy for a breach of this Agreement. Therefore, in addition to any applicable monetary damages, a Party will also be entitled to apply for injunctive relief and other equitable relief to prevent breaches of the Agreement, without proof of actual damage.

Appendix 1 – Definitions

1. DEFINITIONS:

1.1. Defined Terms. Terms defined in this Appendix 1 will have the meanings given below. Defined terms may be used in the singular or plural depending on the context.

"Affiliate" means any corporation or other business entity that directly or indirectly controls, is controlled by or is under common control with a Party. Control means direct or indirect ownership of or other beneficial interest in fifty percent (50%) or more of the voting stock, other vesting interest, or income of a corporation or other business entity;

"Alerts" means features of the Software that generates alerts of suspected malicious activity on a Customer's network;

"Appliance(s)" means the Software, or Software combined with Hardware, as more fully described on the Product Order Form

"Call Home" means the secure and encrypted channel that connects the Appliance to Darktrace central management;

"Confidential Information" means any information, however conveyed or presented, that relates to the business, affairs, operations, customers, suppliers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, Intellectual Property, and know-how of a Party, and any other information clearly designated by a Party as being confidential to it (whether or not it is marked "confidential"), and information that ought reasonably be considered to be confidential, but in all circumstances excludes any Personal Data.

"Customer Data" means all data and information provided by Customer to, or accessible by, Darktrace under this Agreement in connection with the performance of the Services (which may include information about network traffic on Customer's network (metrics), log/metadata collection, as well as the raw packet capture data from Customer's network);

"Datasheet" means the document providing the specification for the Hardware, Software or Services, as applicable and as may be updated by Darktrace from time to time;

"Data Privacy Laws" means the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR"), the California Consumer Privacy Act of 2018 ("CCPA"), and laws of similar purpose or effect in any relevant jurisdiction, in each case as amended, updated, re-enacted or replaced from time to time;

"Documentation" means user manuals for the Appliance consisting of the applicable installation guides, Datasheets; service descriptions, technical specifications and online help files provided by Darktrace or available on Darktrace's online portal, as may be updated by Darktrace from time to time;

"Effective Date" means the Effective Date specified in the Product Order Form;

"EU Model Clauses" means the standard contractual clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection under Directive 95/46/EC, pursuant to the European Commission Decision of 5 February 2010;

"Fees" means all applicable fees as set out in the Product Order Form;

"GPL Software" means third party software provided by Darktrace on the Hardware to support use of the Software that is licensed directly to Customer and the relevant Customer Affiliates by the relevant rights holder on the terms of the version included or provided with it of the GNU General Public Licence, GNU Lesser General Public Licence or other comparable licence.

"Hardware" means any hardware device (including embedded firmware) shipped and installed as part of the Offering;

"Information Security Standards" means Darktrace's information security code of conduct, as amended from time to time in Darktrace's sole discretion and available upon request;

"Intellectual Property" means patents, trademarks, service marks, rights (registered or unregistered) in any designs, applications for any of the foregoing, trade or business names, copyright (including rights in computer software) and topography rights, know-how and other proprietary knowledge and information, internet domain names, rights protecting goodwill and reputation, database rights (including rights of extraction) and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world and all rights under licences and consents in respect of any of the rights and forms of protection mentioned in this definition (and "Intellectual Property Rights" will be construed accordingly);

"Offering" means collectively the Appliance(s), Software, Services and the Documentation;

"Open Source Software" means third party software that Darktrace distributes with the Software pursuant to a licence that requires, as a condition of use, modification or distribution of such software, that the software or other software combined and/or distributed with it be: (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; (iii) redistributable at no charge; or (iv) redistributable but subject to other limitations;

"Product Order Form" has the meaning set forth in the introductory paragraphs;

"Personal Data" means, generally, information relating to an identified or identifiable natural person, or other regulated data types as defined by applicable Data Privacy Laws;

"Services" means the Darktrace Support Services, and any Installation Services, training or professional services which may be provided by Darktrace as specified in the Product Order Form;

"Support Service Options" means the optional support services, if any, as specified in the Product Order Form and further described in the Support Services Data Sheet;

"Site(s)" means the Customer's business location or its datacentre at the locations described in a Product Order Form;

"Software" means the Darktrace and the Third Party Software (in object code form) delivered to Customer as part of the Offering or on a standalone basis, together with all enhancements, error corrections, and/or updates which are generally made available by Darktrace as part of the Offering. The GPL Software does not form part of the Software and is licensed to Customer and the Customer Affiliates directly on the terms of the applicable licences, provided that the GPL Software will nevertheless be deemed to form part of the Software for the purposes of the Support Services, such that Darktrace will support it as if it were part of the Software;

"Standard Support Services" means the standard support services provided by Darktrace as set out in the Darktrace Support Services Data Sheet;

"Support Services Data Sheet" means the Documentation describing the terms of the Support Services.

"Third Party Licensors" means the suppliers of the Third Party Software to Darktrace; and

"Third Party Software" means: (i) any software or other technology that is licensed to Darktrace from Third Party Licensors for the purpose of making the Offering available commercially; and (ii) Open Source Software.

1.2. Construction. In this Agreement (except where the context otherwise requires):

1.2.1. any reference to a clause or schedule is to the relevant clause or schedule of or to this Agreement and any reference to a paragraph is to the relevant paragraph of the clause or schedule in which it appears;

1.2.2. the index and clause headings are included for convenience only and will not affect the interpretation of this Agreement;

1.2.3. use of the singular will include the plural and vice versa;

1.2.4. use of any gender will include any other gender;

1.2.5. any reference to persons includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, foundations and trust (in each case whether or not having separate legal personality);

1.2.6. any phrase introduced by the terms "including", "include", "in particular" or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms;

1.2.7. any reference to any other document is a reference to that other document as amended, varied, supplemented, or novated (in each case, other than in breach of the provisions of this Agreement) at any time.

Appendix 2: Data Processing Agreement

1. DEFINITIONS. For the purposes of this DPA, the terms defined in this Appendix shall have the meanings as set forth in the Agreement. Any terms not specifically defined by this DPA or the Agreement shall have the meaning given by GDPR.

2. SUBJECT MATTER OF THE DATA PROCESSING AGREEMENT

2.1 This Data Processing Agreement ("DPA") applies to the processing of Customer Personal Data under the Agreement.

2.2 Customer will be the Data Controller and Darktrace will be the Data Processor as defined under GDPR. Each Party agrees that it shall comply with its obligations as a Data Controller and a Data Processor, respectively under the Data Privacy Laws in exercising its rights and performing its obligations under this Agreement.

2.3 This DPA is an Appendix to the Agreement.

3. NATURE AND PURPOSE OF PROCESSING REGULATED DATA

3.1 The Data Processor shall process Personal Data in order to provide the Support Services as set forth in the Support Services Datasheet.

3.2 In the event that the Data Controller has purchased Antigena Email, the additional data protection provisions of the Antigena Email Schedule shall apply and be incorporated into this DPA.

4. TYPES AND CATEGORIES OF PERSONAL DATA

4.1 Categories of Data Subjects.

- Employees including volunteers, agents, temporary workers, independent contractors;
- Contractors
- Customer clients, prospects
- Suppliers, vendors
- Advisors, consultants and other professional experts
- Customer officers, directors
- And any other categories of Data Subjects that may be contained in the Data Controller's network.

4.2 Types of Personal Data:

- IP addresses
- Host names
- File names
- Email addresses
- And any other types of Personal Data that may be contained in the Data Controller's network.

5. RIGHTS AND OBLIGATIONS OF THE CONTROLLER

5.1 The Data Controller hereby instructs the Data Processor to take such steps in the processing of Personal Data as are reasonably necessary for the performance of the Data Processor's obligations under the Agreement, and agrees that such instructions, comprising the terms of this DPA and the Agreement, constitute its full and complete instructions as to the means by which Personal Data shall be processed by the Data Processor.

6. RIGHTS AND OBLIGATIONS OF THE PROCESSOR

6.1 The Data Processor shall only process Personal Data in accordance with the Data Controller's written instruction as specified herein and shall not use Personal Data except to deliver the Offering and the Services as instructed by the Agreement, unless such processing is required by law to which the Data Processor is subject, in which case the Data Processor shall, to the extent permitted by law, inform the Data Controller of that legal requirement prior to carrying out the applicable processing.

6.2 The Data Processor shall immediately inform the Data Controller if, in the Data Processor's reasonable opinion, an instruction from the Data Controller infringes the Data Privacy Laws.

6.3 The Data Processor shall not transfer Personal Data outside the European Economic Area ("EEA") without the prior written consent of the Data Controller and not without procuring provision of adequate safeguards (as defined by the European Commission from time to time);

6.4 In the event that the UK ceases to be a member of the European Union or ceases to be considered by the European Commission to be an adequate country pursuant to Article 45 of GDPR, then the parties agree that Darktrace shall apply the EU Model Clauses as set out at www.darktrace.com/en/resources/legal-customer-model-clauses.pdf to any relevant transfer of data and such EU Model Clauses shall be deemed incorporated from the date of first transfer.

6.5 The Data Processor shall take reasonable steps to ensure the reliability of its agents and employees who have access to any Personal Data.

7. SECURITY

7.1 Taking into account the nature, scope, context and purposes of processing, the Data Processor has implemented and will maintain the administrative, physical, technical and organisational measures as described in the Darktrace Information Security Policy to protect any Personal Data accessed or processed by it against unauthorised or unlawful processing or accidental loss, destruction, damage or disclosure. The parties agree that for the purposes of the processing hereunder, the measures contained within the Darktrace Information Security Policy are appropriate, given the nature of the data to be processed and the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction, disclosure, access or damage.

8. PERSONAL DATA BREACH NOTIFICATION

8.1 In the event that the Data Processor suffers a Personal Data Breach, the Data Processor shall inform the Data Controller within twenty-four (24) hours upon learning of the same and reasonably cooperate with the Data Controller to mitigate the effects and to minimise any damage resulting therefrom. To the extent reasonably possible, the notification to the Data Controller shall include: (i) a description of the nature of the incident, including where possible the categories and approximate number of data subjects concerned and the categories and approximate number of Personal Data records concerned; (ii) the name and contact details of the Data Processor's data protection officer or another contact point where more information can be obtained; (iii) a description of the likely consequences of the incident; and (iv) a description of the measures taken or proposed to be taken by the Data Processor to address the incident including, where appropriate, measures to mitigate its possible adverse effects

9. SUBPROCESSORS

9.1 Save as expressly provided herein, the Data Processor will not use subprocessors for the processing of Personal Data**.** For the purposes of providing Support Services alone: (i) The Data Controller hereby authorises the Data Processor to use its affiliates specified in the Support Services Datasheet to process Personal Data (the "Affiliate Subprocessors"); (ii) The Data Processor shall have in place with the Affiliate Subprocessors a written agreement equivalent to the terms contained herein to protect Personal Data; and (iii) The EU Model Clauses shall apply to the extent the processing of Personal Data by the Affiliate Subprocessors involves a transfer of Personal Data which originates in the EEA to a third country outside of the EEA. For such purposes, the Data Controller hereby authorises the Data Processor to enter into the EU Model Clauses with the Affiliate Subprocessors on the Data Controller's behalf.

9.2 Save for the foregoing, the Data Processor shall not engage any subprocessors without the prior written authorisation of the Data Controller. In the event that the Data Controller authorises the use by the Data Processor of any other subprocessors, the Data Processor shall procure that such subprocessors enter into a written agreement containing provisions no less stringent than this DPA.

9.3 The Data Processor shall be fully liable for any breach by the subprocessors of any data protection obligations set out in this Clause.

10. ASSISTANCE WHEN HANDLING REQUESTS FROM DATA SUBJECTS

10.1 Taking into account the nature of processing and the information available to the Data Processor, the Data Processor will provide reasonable support to the Data Controller: (i) in complying with any legally mandated request for access to or correction of any Personal Data by a data subject under Chapter III GDPR (and where such request is submitted to the Data Processor, the Data Processor will promptly notify the Data Controller of it); (ii) in responding to requests or demands made to the Data Controller by any court or governmental authority responsible for enforcing privacy or data protection laws; or (iii) in its preparation of a Data Protection Impact Assessment.

11. AUDIT

11.1 The Data Processor agrees to maintain ISO 27001 certification for the duration of the Term. The Data Processor will use an external auditor to verify that its security measures meet ISO 27001 standards in accordance with the ISO certification process. On the Data Controller's written request, and subject to appropriate confidentiality obligations, the Data Processor will make available to the Data Controller: (i) a copy of the current certificate in

relation to the ISO 27001 certification; and (ii) Information reasonably requested by the Data Controller in writing with regards to the Data Processor's processing of Personal Data under this DPA. The Data Controller agrees to exercise any right it may have to conduct an audit or inspection under GDPR (or the EU Model Clauses if they apply) by requesting the foregoing information.

12. RETURN/DESTRUCTION OF PERSONAL DATA

12.1 Upon termination of the Agreement, the Data Processor shall delete or return all Personal Data in accordance with the Data Controller's written instructions.

DocuSign Envelope ID: 8B4AAB59-4887-4E59-8619-466455F90F4F

Ishe Mugwira
Client Adviser

Marsh Ltd
Milton Keynes (PO Box)
Milton Keynes Postal Address:
PO Box 3264
NR7 7BH
+44 (0) 1908 846029
Ishe.Mugwira@marsh.com
www.marsh.com

9th December 2021

To whom it may concern

Dear Sirs

CONFIRMATION OF INSURANCE – Darktrace PLC and Subsidiaries

As requested by the above client, we are writing to confirm that we act as Insurance Brokers to the client and that we have arranged insurance(s) on its behalf as detailed below:

PROFESSIONAL INDEMNITY & CYBER LIABILITY	
INSURER:	American International Group
POLICY NUMBER:	0034033810
PERIOD OF INSURANCE:	1 December 2021 to 30 November 2022, both dates inclusive
LIMIT OF LIABILITY:	Blended Professional Indemnity and Cyber Liability - GBP 5million in the aggregate.
DEDUCTIBLES:	GBP 350,000 each and every claim or loss and 12 hour waiting period (Network Interruption).
GEOGRAPHICAL LIMITS	Worldwide

EMPLOYERS LIABILITY	
INSURER:	CHUBB European Group SE
POLICY NUMBER:	UKINTC92535
PERIOD OF INSURANCE:	1 December 2021 to 30 November 2022, both dates inclusive
LOSS LIMIT:	GBP 10,000,000 per occurrence GBP 5,000,000 per occurrence (Terrorism)
DEDUCTIBLES:	NIL

2022-147 JKS/TMM

DocuSign Envelope ID: 8B4AAB59-4887-4E59-8619-466455F90F4F

MARSH

TERRITORIAL LIMITS	Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, Republic of Ireland and elsewhere in the world in respect of any employee whilst temporarily outside of these territories provided that such employee normally resides within the territorial limits stated above

PUBLIC & PRODUCTS LIABILITY

INSURER:	CHUBB European Group SE
POLICY NUMBER:	UKINTC92535
PERIOD OF INSURANCE:	1 December 2021 to 30 November 2022, both dates inclusive
LOSS LIMIT:	Public Liability - GBP 15,000,000 per occurrence Products Liability - GBP 15,000,000 per occurrence and in the aggregate Pollution & Contamination - GBP 15,000,000 in the aggregate
DEDUCTIBLES:	GBP 500 Third Party Property Damage
TERRITORIAL LIMITS	Worldwide excluding Cuba and sanctioned territories

This letter is issued as a matter of information only and confers no right upon you other than those provided by the policy. This letter does not amend, extend or alter the coverage afforded by the policies described herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this letter may be issued or pertain, the insurance afforded by the policy (policies) described herein is subject to all terms, conditions, limitations, exclusions and cancellation provisions and may also be subject to warranties. Limits shown may have been reduced by paid claims.

We express no view and assume no liability with respect to the solvency or future ability to pay of any of the insurance companies which have issued the insurance(s).

We assume no obligation to advise yourselves of any developments regarding the insurance(s) subsequent to the date hereof. This letter is given on the condition that you forever waive any liability against us based upon the placement of the insurance(s) and/or the statements made herein with the exception only of wilful default, recklessness or fraud.

This letter may not be reproduced by you or used for any other purpose without our prior written consent.

Chartered Insurance Brokers

Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority.

© Copyright 2020 Marsh Ltd. All rights reserved.

MARSH & McLENNAN COMPANIES

2022-147 JKS/TMM

DocuSign Envelope ID: 8B4AAB59-4887-4E59-8619-466455F90F4F

MARSH

This letter shall be governed by and shall be construed in accordance with English law.

Yours faithfully,

Ishe Mugwira

Ishe Mugwira
Client Adviser

Chartered Insurance Brokers

Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority.

© Copyright 2020 Marsh Ltd. All rights reserved.

MARSH & McLENNAN COMPANIES

2022-147 JKS/TMM

LIVERMORE
CALIFORNIA

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

DATE: April 25, 2022

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution endorsing the Alameda County Home Together 2026 Implementation Plan to address homelessness and acknowledging receipt of future homeless services funding must be consistent with the plan

RECOMMENDED ACTION

Staff recommends City Council adopt a resolution:

1. Endorsing the Alameda County Home Together 2026 Implementation Plan to address homelessness.
2. Acknowledging that to receive future homeless services funding made available through the County, grants, programs, and services must be consistent with the Home Together 2026 Plan.

SUMMARY

In 2021, State Law AB 140 authorized $1 billion in each year for Fiscal Year 2021-22 and Fiscal Year 2022-23 for the Homeless Housing, Assistance and Prevention (HHAP) Grant Program. This grant funding is available to the state's thirteen largest cities, counties, and Continuum of Care organizations. To be eligible for funding, a plan must be completed that outlines the agency goals and objectives to address homelessness.

Alameda County has completed a draft of the Home Together 2026 Implementation Plan. This plan was written by the Alameda County Office of Homeless Care and Coordination in collaboration with the Continuum of Care agency, EveryOneHome.

Additionally, the City participated in a City-County technical advisory working group of the Alameda County Conference of Mayors. This working group reviewed the implementation plan from the city prospective and provided feedback to the County through the various iterations of the draft plan. The County Board of Supervisors and Alameda County Conference of Mayors met several times to discuss and agree upon a Funding Framework for the plan.

Alameda County has requested that all Cities within the County pass a resolution endorsing the Plan to

include in their HHAP Grant Program application to the State.

DISCUSSION

The County's Home Together 2026 Implementation Plan identifies four core goal areas and system performance measures. The sum of the activities undertaken in the plan are expected to result in:

- An overall decrease in the number of people who experience homelessness.
- A reduction in racial disparities within the homeless population which reduces the overrepresentation of African Americans, Native Americans, Multi- racial people and Native Hawaiian/Pacific Islanders.

The four core goal areas are:

1. Prevent Homelessness for our Residents
2. Connect People to Shelter and Needed Resources
3. Increase Housing Solutions
4. Strengthen Coordination, Communication and Capacity

In each of these areas the plan sets strategic objectives to address homelessness.

Prevent Homelessness for our Residents:

- Address racial disparities in mainstream/upstream systems to prevent disproportionate inflow of African Americans into homelessness.
- Focus resources for homelessness prevention on people likeliest to lose their homes.
- Rapidly resolve episodes of homelessness through Housing Problem Solving.
- Prevent racially disproportionate returns to homelessness.

Connect People to Shelter and Needed Resources:

- Provide neighborhood-based access where people are likeliest to lose housing.
- Lower programmatic barriers to crisis services such as prevention, problem solving and shelter.
- Prevent discharge from mainstream systems to homelessness.
- Significantly increase the availability of shelter, especially non-congregate models, to serve adults and families with children and to reduce unsheltered homelessness.
- Provide accessible behavioral services to people with serious mental illness or substance use needs and who are unsheltered, in shelter, or in supportive housing programs.

Increase Housing Solutions:

- Add units and subsidies for permanent supportive housing.
- Create units for frail seniors and others who need more intensive health services.
- Create dedicated affordable housing subsidies for people who do not need intensive services.
- Create shallow subsidies for those who need more limited assistance.
- Add new slots of rapid housing for those who can take over the full rent given time.
- Ensure new housing funding is distributed according to need. The numbers of people and the significant subpopulations in each region are different. As much as possible, housing resources

should be distributed based on the regional needs.
- Reduce entry barriers to housing to ensure racial equity in referrals and placements.

Strengthen Coordination, Communication, and Capacity:

- Use data to improve outcomes and track racial equity impacts.
- Improve messaging and information availability.
- Build infrastructure to support new and expanded programs.

Endorsement of this Plan is a positive step toward accomplishing the City Council's priority of developing and implementing a plan to reduce homelessness in Livermore. The County's Plan will provide a framework upon which the City of Livermore and the Tri-Valley Cities of Dublin and Pleasanton can take additional steps to address the needs of our residents and the Tri-Valley Region.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no fiscal or administrative impacts.

ATTACHMENTS

1. Resolution
2. Exhibit A - Home Together 2026 Implementation Plan

Prepared by: Josh Thurman
Homeless Services Management
Analyst I

Approved by:

Marc Roberts
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION OF THE CITY OF LIVERMORE ENDORSING THE ALAMEDA COUNTY HOME TOGETHER 2026 IMPLEMENTATION PLAN TO ADDRESS HOMELESSNESS AND ACKNOWLEDGING RECIEPT OF FUTURE HOMELESS SERVICES FUNDING MUST BE CONSISTENT WITH THE PLAN

The Home Together 2026 Implementation Plan (Home Together 2026) is a community-wide plan for Alameda County which lays out the goals, strategies, and investments needed to dramatically reduce homelessness by 2026 and reverse racial disparities in homelessness through fully centering equity.

On any given night over 8,000 people experience homelessness in Alameda County, a number that grows to approximately 15,000 people over the course of a year.

More than 90% of the households in Alameda County are adults without children, including nearly 10% who are between the ages of 18 and 24.

Dramatic racial disparities exist in Alameda County as in the nation as a whole, and the homeless population does not reflect the demographics of the County.

In Alameda County, African Americans experience homelessness at more than four times their representation in the population (47% vs. 11%).

In Alameda County, Native Americans, multiracial people, and Hawaiian Native/Pacific Islanders are all vastly overrepresented in homelessness, among those newly homeless and in the rates at which they return to homelessness even after getting into housing.

Home Together 2026 builds and is informed by existing local and regional plans, including the 2020 Centering Racial Equity in Homeless System Design report (CRE), All Home Regional Action Plan, and Plan Bay Area 2050.

Home Together 2026 is also responsive to requirements laid out in the California Comeback Plan necessary to receive critical State housing and health funding.

The homeless system modeling conducted in 2019-20 and updated in 2021 points to significant gaps in the current system in terms of both housing resources and program types.

Only an estimated 36% of those experiencing homelessness can be supported by the current system’s resources or are able to find housing or leave homelessness on their own.

Without significant effort and investment including prevention, shelter expansion, increasing housing solutions, and strengthening the system's overall capacity, homelessness in Alameda County will continue to grow.

The total estimated cost of needed investments over the coming five years to fully meet the need is $2.5 billion, including approximately $430 million for additional shelter, $1.68 billion for permanent housing such as dedicated affordable housing and permanent supportive housing, and $388 million for prevention, rapid rehousing, and shallow subsidies.

Additional funding will be needed for the one-time development costs for new buildings.

To achieve the needed expansion level will take a significant investment of new resources.

There are anticipated increases in Federal and State resources dedicated to expanding affordable housing and ending homelessness.

There is still a significant gap that will need to be filled locally.

In order to receive future funding made available through the County, Cities must endorse the Home Together 2026 Plan.

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

1. Endorses the Home Together 2026 Implementation Plan in substantially the same form as set forth in the attached Exhibit A.

2. Acknowledges that to receive future homeless services funding made available through the County, grants, programs, and services must be consistent with the Home Together 2026 Plan.

3. 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 Home Together 2026 Implementation Plan.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on April 25, 2022, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Assistant City Attorney

Exhibit A - Alameda County Home Together 2026 Implementation Plan

Home Together 2026
DRAFT Implementation Plan

A 5-year Implementation Framework to Dramatically Reduce Homelessness, Centering Racial Equity in Alameda County.

Table of Contents

EXECUTIVE SUMMARY i
1. Background and Introduction 1
2. Population Description 2
Racial Disparities in the Homeless Population 3
Special Populations 4
Transition Age Youth 4
Veterans 5
Older Adults 5
People Impacted by Intimate Partner Violence (IPV) 6
People with Mental Health Needs 6
People Impacted by Criminal Justice System Involvement 7
3. Needs Assessment and Housing Pathways 7
Additional Needs and Resources for Special Populations 9
Transition Age Youth 9
Veterans 11
Older Adults 11
People Impacted by Intimate Partner Violence 12
People with Mental Health Needs 12
People Impacted by Criminal Justice System Involvement 13
4. Modeling Results and Investments 13
Additions to Housing Inventory 16
Additions to Shelter Inventory 16
New Investment Needed 17
5. Four Core Goal Areas and System Performance Measures 18
1) Prevent Homelessness for our Residents 18
Corresponding System Performance Measures 20
2) Connect People to Shelter and Needed Resources 20

DRAFT

Corresponding System Performance Measures 22
3) Increase Housing 22
Corresponding System Performance Measures 23
4) Strengthen Coordination, Communication and Capacity 24
Corresponding Performance Measures 25
7. Resources, Gaps and Allocation Plan 25
8. Tracking and Monitoring 27
9. Conclusion 27
APPENDICES 29
A. Glossary of Terms 29
B. Summary Table of System Performance Measures - *In Process* 29
C. Summary Table of Numeric Inventory Goals by Year - *In Process* 29
D. Detail on County Allocation Plan - *In Process* 29
E. System Model Methodology - *In Process* 29
F. Contributors - *In Process* 29

DRAFT

EXECUTIVE SUMMARY

This **Home Together 2026** Implementation Plan (the Plan) is a community-wide plan for Alameda County which lays out the goals, strategies and investments needed to dramatically reduce homelessness by 2026 and reverse racial disparities in homelessness through fully centering equity. The Plan's overarching goals and time frame align with Alameda County's Vision 2026 which holds as one of its primary objectives to "ensure the availability of diverse and affordable housing for all residents with the goal of eliminating homelessness in Alameda County."

Home Together 2026 builds upon many sources and efforts, particularly the 2020 Centering Racial Equity in Homeless System Design report (CRE) prepared by community partners and informed by system modeling and extensive interviews and focus groups with persons of color who have experienced homelessness. The CRE process modeled what an optimal system to respond to all homelessness and reduce racial disparities would look like and what gaps need to be filled. Home Together 2026 is also responsive to requirements laid out in the California Comeback Plan to draw down key State housing and health funding. It is informed by and consistent with other local and regional efforts, including the All Home Regional Action Plan, Plan Bay Area 2050 and local City plans to address homelessness. Companion County and City specific implementation plans that align with the Home Together Community Plan speak to the specific roles of local jurisdictions in co-leading efforts to address homelessness, and the key roles of county agencies, community partners and specific resources.

On any given night over 8,000 people experience homelessness in Alameda County, a number that grows to approximately 15,000 people over the course of a year. More than 90% of homeless households in Alameda County are adults without minor children, including nearly 10% who are between the ages of 18 and 24.

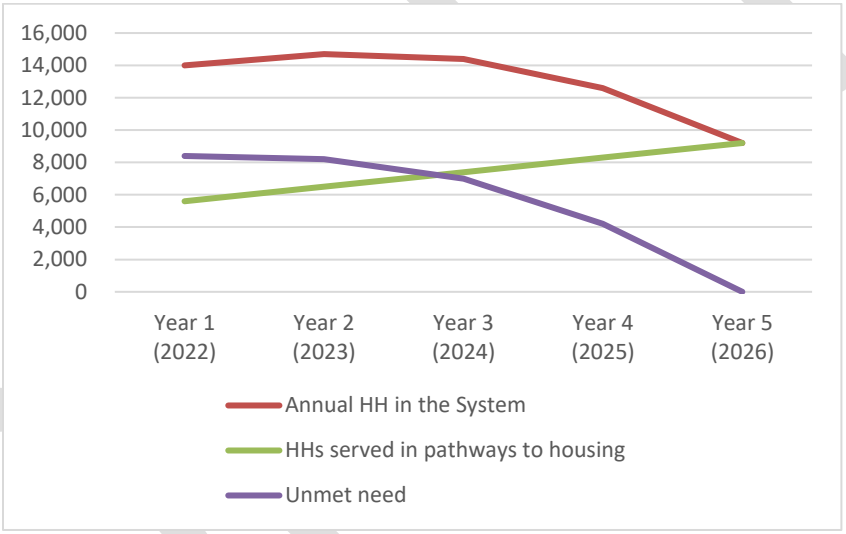
The homeless population does not reflect the demographics of the county. Dramatic racial disparities exist in Alameda County as in the nation as a whole, in which African Americans experience homelessness at more than four times their representation in the population (47% vs. 11%) and Native Americans, multiracial people and Hawaiian Native/Pacific Islanders are all vastly overrepresented in homelessness, among those newly homeless and in the rates at which they return to homelessness even after getting into housing. These disparities call out the need to invest both more and differently in creating program models and pathways that meet the needs of those overrepresented. Special populations such as transition age youth, Veterans, seniors, survivors of intimate partner violence, people with mental health needs and people who have had involvement with the criminal justice system have additional risks and vulnerabilities leading to homelessness and require responses to their needs and plans for targeted resources to address them.

A systemwide needs analysis conducted in 2019-20 and updated in 2021 points to significant gaps in the current system in the type and availability of housing resources. Today, only an estimated 36% of those in need can be supported by local resources or are able to find housing or leave homelessness on their own. Each year, thousands of people remain homeless and each year new people who become homeless join them. Without significant effort and investment, homelessness will continue to grow.

Importantly, focus groups and research on racial equity strategies informed the modeling and the proposed pathways to ensure the deep disparities in our system are addressed through new investments at every level. These investments include creating extensive new program models and pathways out of homelessness, using affordable housing dedicated for people experiencing homelessness, PSH for people who need more supports, targeted behavioral health services, improved and expanded homelessness prevention, transitional housing for youth and shallow and flexible rental assistance to fill gaps for people with limited incomes in addition to expanding current program models such as Rapid Rehousing and Permanent Supportive Housing (PSH)..

The 2021 planning update explored different scenarios related to levels of anticipated new homelessness and of investment to determine the gaps in the current system and what it will take to fill them. The community selected to sponsor a scenario approach that seeks to reduce new entries to homelessness by preventing it when possible, and to create a more robust response system with enough resources at the end of five years to provide a housing exit to every person who does become homeless.

Figure 1. Impact of Increased Investment on Homeless System Outcomes



Source: CA-502 System Model, Abt Associates, 1/20/2022

Overall, more than 24,000 additional housing exits are needed over five years to reach a point at which the numbers of people who become homeless in a year and the numbers who leave homelessness in that time are in balance. These 24,000 interventions include everything from short-term prevention to permanent subsidies and housing with services, depending on the needs of the households.

In addition to the significant need for housing, because of the high rate of unsheltered homelessness (an estimated 79% people experiencing homelessness in Alameda County are unsheltered) the Plan includes a significant increase in shelter in the first two years, followed by a slow decline in shelter as more housing resources become available and less shelter is needed. Some of the planned added shelter will be able to be converted to much needed housing in later years, as has been demonstrated by successful Project Roomkey to Project Homekey transitions, creating permanent housing by renovating hotels used as shelters during the pandemic. By Year 5 the amount of shelter needed on an

ongoing basis is expected to be slightly less than what is available today if all housing resources are in place

The total cost of increasing the shelter and housing inventory over the coming five years to fully meet the need would be $2.5 billion. This includes roughly $430 million for additional shelter, $1.68 billion for permanent housing such as dedicated affordable housing and permanent supportive housing, and $388 million for prevention, rapid rehousing and shallow (more limited) subsidies within the homelessness response system. This does not include the one-time development costs for new buildings, but covers operations and services, and subsidies to help people rent existing housing. Similar to their proportion of the homeless population, the new investments are roughly 10% ($194 million) for inventory and resources for households with minor children, and 90% ($2.3 billion) for the inventory and resources to serve adult only households, including transition age youth.

To reach these goals while decreasing racial disparities, the Home Together Plan recommends specific action steps in four categories:

1) Prevent Homelessness for our Residents

a. Address racial disparities in mainstream/upstream systems to prevent disproportionate inflow of African Americans into homelessness
b. Focus resources for prevention on people most likely to lose their homes
c. Rapidly resolve episodes of homelessness through Housing Problem Solving
d. Prevent racially disproportionate returns to homelessness

2) Connect People to Shelter and Needed Resources

a. Provide neighborhood-based access where people are most likely to lose housing
b. Lower programmatic barriers to crisis services such as prevention, problem solving, and shelter
c. Prevent discharge from mainstream systems to homelessness
d. Significantly increase the availability of shelter, especially non-congregate models, to serve vulnerable adults and families with children and to reduce unsheltered homelessness.
e. Provide accessible behavioral health services to people with serious mental illness or substance use needs and who are unsheltered, in shelter, or in supportive housing programs.

3) Increase Housing Solutions

a. Add units and subsidies for permanent supportive housing
b. Create units for frail seniors and others with more intensive health services
c. Create dedicated affordable housing subsidies for people who do not need intensive services
d. Create shallow subsidies for those who need more limited assistance
e. Add new slots of rapid rehousing for those who can take over their full rent given time
f. Ensure new housing funding is distributed according to need
g. Reduce entry barriers to housing and ensure racial equity in referrals and placements

4) Strengthen Coordination, Communication and Capacity

a. Use data to improve outcomes and track racial equity impacts
b. Improve messaging and information availability
c. Build infrastructure to support new and expanded programs

Taken together, the significant increase in investment and the creation of new models and pathways out of homelessness will lead to decreases in new homelessness, improved racial equity in outcomes, shorter time being homeless, and a reduced rate at which people return to homelessness. Specific measurable targets for reducing homelessness altogether, and for achieving greater equity in results, are included in the plan.

The community of Alameda County adopts this plan and vision at a time when the future is uncertain. New resources, both one-time and ongoing, received in 2021 and anticipated in the future provide the foundation for achieving this plan, but alone are not enough to realize its vision. The response to COVID-19 has shown that the community can pull together and can work at speeds we have not seen before, a strong foundation to build from. However, we face continuing challenges including uncertainties from COVID-19, unpredictable housing markets, future State, Federal and local budgets, and an overtaxed public and non-profit sector with significant capacity needs. All these challenges require continuing the current level of unprecedented collaboration and coordination and building on the progress made to unify the community response and build an aligned response system centered in racial equity.

Home Together 2026 adopts bold, ambitious, and measurable goals for Alameda County, both for reducing homelessness and for achieving greater equity. To bring these new programs and solutions into being will take committing every available dollar in ways that uphold performance and invest in working and desired models. With these commitments and agreements for joint accountability we will, by 2026, be Home, Together.

DRAFT

1. Background and Introduction

This Home Together Implementation Plan (the Plan) is a community-wide plan for Alameda County which lays out the goals and strategies needed to dramatically reduce homelessness by 2026 and combat racial disparities in homelessness through fully centering equity. The Plan's overarching goals and time frame align with Alameda County's Vision 2026 which holds as one of its primary objectives to "ensure the availability of diverse and affordable housing for all residents with the goal of eliminating homelessness in Alameda County." The Home Together Plan covers a five-year time frame, beginning January 2022 and ending December 2026.

This Plan builds on a variety of processes and planning that has occurred during the last two years, including:

- The racial equity analysis and system modeling process that is detailed in the January 2020 Centering Racial Equity in Homeless System Design (CRE) report
- Racial Equity Action Lab (convened by the Bay Area Regional Health Inequities Initiative) which centered lived expertise input and process recommendations on implementing CRE
- The Home Together Plan adopted by the Alameda County Board of Supervisors in August of 2020

Home Together 2026 provides a strategic roadmap for implementing the Centering Racial Equity recommendations generated during 2019-2020. This Community-wide Plan includes five-year targets for the creation of significant quantities of new housing and shelter in order to meet the unmet need of all people experiencing homelessness by 2026. A companion Home Together County Action Plan speaks to the specific role of the County in co-leading efforts to address homelessness with cities and community partners, and the key roles of specific county agencies and resources. Cities within Alameda County have participated in the community process for this overarching Community Plan and are encouraged to develop and adopt similar jurisdictional implementation plans to align with the Community plan. CRE and recent strategy sessions to create this plan have been informed by a diverse group of stakeholders.

The initial Centering Racial Equity report, and this Plan, were supported by in-depth needs analysis conducted by national technical assistance provider Abt Associates. The recommendations were informed by an extensive community input process which included participation of system leaders, program participants, service providers and other partners in homelessness response. The process included research using local data and multiple focus groups with people of color who were currently or recently homeless regarding their race-impacted experiences. The CRE report resulted in recommendations for significant system additions but did not include action steps to implement the recommendations.

As the Home Together Community Plan was developed it became clear that some updating to the original needs analysis was necessary. The COVID-19 Pandemic, which began shortly after the CRE modeling was completed, has changed the landscape of resources, and some data used from 2019 was able to be updated with more complete information from the countywide Homeless Management Information System (HMIS). While some updates were made, there was also a strong commitment to maintain the critical assumptions and decisions that were widely discussed in the CRE planning process. To consider changes and updates to the model, a planning group was jointly convened by County's Office of Homeless Care and Coordination (OHCC) and EveryOne Home (EOH), the CoC backbone

organization. The Strategic Planning Implementation Committee met bi-weekly from July 2021 – November 2021 to inform the community plan. The group included city and county staff, people with lived expertise, service providers, nonprofit organizations, advocates, and CoC Leadership Board members.[1] Various technical staff also met with Abt Associates to review modeling updates.

The primary changes to the system modeling are:

1. The decision to propose more shelter in addition to permanent housing, to rapidly reduce unsheltered homelessness. This was not addressed in the original modeling but was highly recommended by the Implementation Committee and jurisdictional partners;
2. The decision to model for a decrease in new entries into homelessness by the end of the planning period, with an increased investment in prevention;
3. Updates to length of time spent in shelter to more accurately reflect current conditions and impacts of future investments; and
4. Updates to certain cost assumptions based on current data.

In addition to implementing recommendations from the CRE report and updated system model, this Home Together Plan is responsive to requirements laid out in the California Comeback Plan for community plans to draw down key State housing and health funding. It is also informed by and consistent with other local and regional efforts, including the All Home Regional Action Plan, and Plan Bay Area 2050.

2. Population Description

Alameda County's most recent Point in Time Count (PIT) which included an unsheltered count was conducted in 2019 and estimated a total of 8,022 persons were experiencing homelessness on a single day.[2] Based on an annualization of the PIT, it is estimated that 15,786 people in 13,135 households experienced homelessness in Alameda County in 2019.[3]

Homelessness occurs across the County, though it is concentrated most in the north and mid portions.[4] More than three-fourths of people experiencing homelessness (78%) report residing in Alameda County before becoming homeless.[5]

Table 1: Annual Estimates and Geographic Distribution of People and Households Experiencing Homelessness in Alameda County

[1] See Appendix X for list of Home Together Contributors, including the Strategic Planning Implementation Committee

[2] Alameda County conducts a homeless point in time count (PIT) every two years. Due to COVID-19, the scheduled PIT count for 2021 was postponed to 2022.

[3] EveryOne Counts! Alameda County Homeless Count & Survey. Applied Survey Research (ASR). 2019.

[4] Oakland-Berkeley-Alameda County Continuum of Care. Centering Racial Equity in Homeless System Design. January 2021. https://everyonehome.org/centering-racial-equity/

[5] EveryOne Counts! Alameda County Homeless Count & Survey. Applied Survey Research (ASR). 2019.

Annual Estimates and Geographic Distribution of People & Households Experiencing Homelessness in Alameda County					
Geographic Regions in Alameda County	Estimated People Experiencing Homelessness Annually	Estimated Households Experiencing Homelessness Annually	Households with Only Adults	Households with Minor Children	Households with Only Children
Mid-County (Alameda, Hayward, San Leandro, Unincorporated)	2,920	2,430	2,221	182	27
North County (Albany, Berkeley, Emeryville)	2,605	2,167	1,981	163	24
Oakland	8,004	6,659	6,087	499	73
Tri-City (Fremont, Newark, Union City)	1,579	1,313	1,201	99	14
Tri-Valley (Dublin, Livermore, Pleasanton)	679	565	516	42	6
Total	**15,786**	**13,135**	**12,005**	**985**	**144**

Source: Oakland-Berkeley-Alameda County Continuum of Care. Centering Racial Equity in Homeless System Design. January 2021.

Adult only households represent one or more adult(s) experiencing homelessness together without minor children. Most such households are a single individual. Adult only households are estimated at 12,005 annually and make up 91% of households that are homeless over a year.

Families with minor children are estimated at 985 annually, representing 7.5% of homelessness households.[6] Child-only households (that is minor children who are homeless without any adults) are 1.5% of the county's homeless population.

Males make up more than 60% of the homeless population. Nearly three-fourths of the homeless population is between the ages of 25-59, though a growing percentage of people experiencing homelessness (14%) are seniors and nearly 10% are between 18 and 24, referred to as transition age youth (TAY).[7]

Table 2: Gender

Gender of people experiencing homelessness	
Male identifying	61%
Female identifying	35%
Transgender	2%
Non-binary	2%

Table 3: Age

Age of people experiencing homelessness	
Under 18	4%
18-24	9%
25-59	73%
60 and older	14%

Source: EveryOne Counts! Alameda County Homeless Count & Survey. Applied Survey Research (ASR). 2019.

Racial Disparities in the Homeless Population

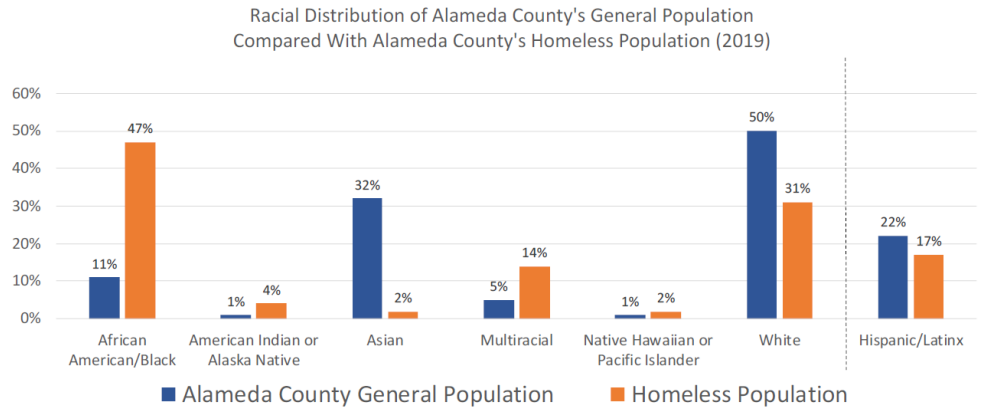
While homelessness is widespread in Alameda County, it disproportionately impacts people of color, especially African Americans. The 2019 Homelessness Point in Time Count shows that people of color make up more than 2 out of 3 (69%) people experiencing homelessness in Alameda County. The groups most disproportionately affected are people identifying as Black or African American, and American Indian or Alaska Native. Black people account for 47% of the homeless population, compared to 11% of the general population in Alameda County. Native Americans make up four percent of the homeless

[6] Oakland-Berkeley-Alameda County Continuum of Care. Centering Racial Equity in Homeless System Design. January 2021. https://everyonehome.org/centering-racial-equity/

[7] EveryOne Counts! Alameda County Homeless Count & Survey. Applied Survey Research (ASR). 2019

population, compared with one percent of county residents. Homelessness also disproportionately affects Native Hawaiians/Pacific Islanders and Multiracial people in Alameda County.[8]

Figure 2: Racial Distribution of General Population and Homeless Population



Source: Oakland-Berkeley-Alameda County Continuum of Care. Centering Racial Equity in Homeless System Design. January 2021.

Households with only adults are even more disproportionately likely to be Black (58%) and Native American (three percent) in comparison with the general population of Alameda County (11% Black, one percent Native American).[9]

The many specific needs and experiences of people of color experiencing homelessness are described in the CRE report, often in the words of people interviewed. Addressing the needs of people of color and creating the appropriate mix of housing and services to reduce these enormous disparities is a major focus of this plan and described further below.

Special Populations

Several special populations of people who experience homelessness merit particular attention due to particular vulnerabilities, overrepresentation in the population, and/or specific needs and resources for addressing their needs. These include transition age youth, veterans, people impacted by intimate partner violence and people impacted by the criminal justice system.

Transition Age Youth

Youth ages 18-24 were 9% of the overall population experiencing homelessness in Alameda County in the 2019 PIT count (702 individuals). Unaccompanied children, under age 18, represented less than 1% of the homeless population (29 individuals).[10] These numbers represent a point in time and only tally youth who were counted as sheltered in the homeless system or as unsheltered. During the 2019-2020 school year, schools in Alameda County reported 4,445 “homeless students” attended public schools in Alameda County, a number that includes young people under 18 who were doubled

[8] Oakland-Berkeley-Alameda County Continuum of Care. Centering Racial Equity in Homeless System Design. January 2021. https://everyonehome.org/centering-racial-equity/

[9] Oakland-Berkeley-Alameda County Continuum of Care. Centering Racial Equity in Homeless System Design. January 2021. https://everyonehome.org/centering-racial-equity/

[10] EveryOne Counts! Alameda County Homeless Count & Survey. Applied Survey Research (ASR). 2019.

up or in hotel settings as well as those in shelter or unsheltered situations.[11]

Youth who experience homelessness in Alameda County are very disproportionately African American, identify as LGBTQ and experience mental health issues at much higher rates than County or State residents.[12]

Table 4: Characteristics of Alameda County Homeless Youth

Characteristic	% County Population	% Homeless TAY Population
African-American	11% (Alameda County Youth)	63%
LGBTQ	10% (Alameda County)	42%
Experiencing mental health issues	25% (CA)	43%

Source: Alameda County Youth Homelessness Demonstration Program. Application July, 2021.

The 2019 PIT Count shows that 82% of TAY experiencing homelessness in Alameda County are unsheltered.[13]

Veterans

Historically, Veterans have experienced homelessness at much higher rates than their proportion of the population. Recent resources and efforts have brought down the population of homeless Veterans, however they continue to be a significant part of the population. During the 2019 Homeless PIT Count in Alameda County, 692 veterans were experiencing homelessness, representing 9% of the county's homeless population. Of those, 690 were single individuals, and seventy-nine percent (79%) of veterans were unsheltered.[14]

Many U.S. veterans experience conditions that place them at increased risk for homelessness, including higher rates of PTSD, traumatic brain injury, sexual assault, and substance abuse. Veterans experiencing homelessness are more likely to be unsheltered, and often remain unsheltered for extended periods of time.

Older Adults

Data from the 2019 PIT Count found that 14% of Alameda County's Homeless Population was over the age of 60. Thirteen percent of 2019 PIT Count survey respondents indicated that they were between 50 and 64 years old when they first experienced homelessness, and 3% were over the age of 65.[15]

[11] Alameda County Youth Homelessness Demonstration Program. Application July, 2021.

[12] Alameda County Youth Homelessness Demonstration Program. Application July, 2021.

[13] EveryOne Counts! Alameda County Homeless Count & Survey. Applied Survey Research (ASR). 2019.

[14] EveryOne Counts! Alameda County Homeless Count & Survey. Applied Survey Research (ASR). 2019.

[15] EveryOne Counts! Alameda County Homeless Count & Survey. Applied Survey Research (ASR). 2019.

Recent national research predicts that the number of older adults experiencing homelessness will increase significantly over the next decade.[16] This population has unique and often complex needs that require consideration in homeless system design.[17]

People Impacted by Intimate Partner Violence (IPV)

Histories of domestic violence and partner abuse are prevalent among individuals experiencing homelessness and can be the primary cause of homelessness. Survivors often lack the financial resources required for housing, as their employment history or dependable income may be limited.

For individuals in families with children surveyed in the 2019 PIT Count, the most frequently reported cause of homelessness was family or domestic violence (26%). Six percent (6%) of respondents from the 2019 Homeless PIT Count survey reported currently experiencing domestic violence or abuse. There was no difference observed between unsheltered and sheltered respondents (6% each). Domestic violence did vary by gender, as 4% of male respondents reported current experience compared to 10% of females. While there were very few transgender and gender non-conforming respondents, 8% and 3% reported currently experiencing domestic violence, respectively.

Twenty-six percent (26%) of 2019 PIT Count respondents reported a history of ever experiencing physical, emotional, or sexual abuse by a relative or by a person with whom they have lived, such as a spouse, partner, sibling, parent, or roommate. This also varied by gender, with 17% of male, 40% of female, 39% of transgender, and 16% of gender non-conforming respondents experiencing domestic violence in their lifetime.

People with Mental Health Needs

According to the 2019 PIT Count, adults with serious mental illness (SMI) comprised nearly one-third (32%) of Alameda County's homeless population, compared to 29% in 2017 and 18% in 2015. As reflected in the overall homeless population, close to 80% of homeless adults with SMI were unsheltered.

12% of PIT survey respondents cited the primary event or condition that led to their current homelessness as behavioral health issues such as mental health, and 21% of survey respondents indicated that behavioral health services such as mental health counseling might have helped them retain their housing. Unsheltered veterans frequently cited mental health issues as the primary cause of their homelessness (18%).

Structural racism and racial disparities in homelessness contribute to and exacerbate mental health needs. A wide body of research points to links between racial discrimination and negative effects on

[16] "The Emerging Crisis of Aged Homelessness: Could Housing Solutions Be Funded by Avoidance of Excess Shelter, Hospital, and Nursing Home Costs?" (2019) | Culhane et al | University of Pennsylvania. https://aisp.upenn.edu/wp-content/uploads/2019/01/Emerging-Crisis-of-Aged-Homelessness-1.pdf

[17] Geriatric Conditions in a Population-Based Sample of Older Homeless Adults (2017) | Kushel et al | *The Gerontologist*, Volume 57, Issue 4, August 2017, Pages 757–766. https://academic.oup.com/gerontologist/article/57/4/757/2631974

mental health. [18] Additional research also links the adverse impacts of experiencing homelessness such as stress, anxiety, isolation, and sleep loss to worsening mental health problems.[19]

People Impacted by Criminal Justice System Involvement

Homelessness and incarceration are often correlated. Individuals without stable housing are at greater risk of criminal justice system involvement, particularly those with mental health issues, veterans, and youth. Individuals with past incarceration face significant barriers to exiting homelessness due to stigmatization and policies affecting their ability to gain employment and access housing opportunities. Research has found that formerly incarcerated people were almost ten times more likely to experience homelessness than the general public.[20]

Nine percent (9%) of respondents to the 2019 Homeless PIT Count survey reported being on probation at the time of the survey, and 3% reported being on parole.

3. Needs Assessment and Housing Pathways

People experiencing homelessness have a variety of needs but the one commonality among all is the need for a home. The CRE found that Alameda County's homeless response system does not have the interventions needed to permanently rehouse all people experiencing homelessness, and that reducing disparities and improving outcomes for the racial and ethnic groups most impacted by homelessness will require adding new types of programs to the homeless response system, increasing all programs' availability, and improving program design and delivery. Opportunities identified to increase racial equity in the homeless response system include:[21]

- Increasing the availability of homeless housing and subsidy models for people with extremely low incomes and a range of service needs;
- Creating a variety of more flexible resources including homelessness prevention and rapid resolution resources and target these resources to those who can resolve their homelessness without indefinite supports;
- Increasing access to housing and other programs by lowering entry and participation barriers that unnecessarily impact privacy or independence, and ensuring resources are spread throughout the county; and
- Communicate clearly about available resources, eligibility criteria and the process for accessing resources.

The process to inform the CRE identified a set of pathways that would be available in an optimal homeless system to allow every person to exit homelessness, recognizing different levels of need – from those who can self-resolve to those who will need ongoing subsidies and services. The pathways envisioned for adults and for families are similar but somewhat different, based on the generally lower

[18] American Public Health Association. Structural Racism is a Public Health Crisis. APHA Policy Statement. October 24, 2020. https://www.apha.org/policies-and-advocacy/public-health-policy-statements/policy-database/2021/01/13/structural-racism-is-a-public-health-crisis

[19] Mental health problems are often a consequence—not a cause—of homelessness. KALW San Francisco. Published December 7, 2016. https://www.kalw.org/show/crosscurrents/2016-12-07/mental-health-problems-are-often-a-consequence-not-a-cause-of-homelessness#stream/0

[20] EveryOne Counts! Alameda County Homeless Count & Survey. Applied Survey Research (ASR). 2019.

[21] Oakland-Berkeley-Alameda County Continuum of Care. Centering Racial Equity in Homeless System Design. January 2021. P.26-28. https://everyonehome.org/centering-racial-equity/

vulnerability but greater economic needs of families. These pathways are designed to respond to the root causes of homelessness and barriers to housing stability. These resource pathways must be available in a high-performing homeless response system to end homelessness for Black and Native American adults, who encounter the greatest barriers to housing and disproportionately return to homelessness.[22]

In order to better define the Dedicated Affordable resource described in the CRE report, a working group began meeting in March 2021 and met four times between March and June. Dedicated Affordable is identified in the CRE as "a form of deeply subsidized housing for homeless people that does not require a disability to qualify."

System modeling "anticipates that 28% of households with only adults and 30% of households with minor children could end their homelessness with a deep housing subsidy and limited support services."[23] Focus group participants preferred Dedicated Affordable "to other housing interventions because it allowed them to pay rent and live independently from what was interpreted as required services." Given the newness of this resource and the very large need for it, the group did not recommend being so specific that someone must fit a very particular definition to get help.

Table 5: Housing Pathways in an Optimal Homeless System – Adult Only Households

Pathway	Intended Group	Optimal % Served
Self-resolvers	People who only briefly touch the system and then exit	10%
Homeless Prevention/Rapid Resolution - Short term	People w/ jobs who need short-term assistance	10%
Homeless Prevention /Rapid Resolution - Long-term subsidy	People w/ jobs who need subsidy to afford rent; Young Adults (YA)	10%
Transitional Housing for Youth w/ Shallow Subsidy	Young adults (18-24) who need support and subsidy	2%
Rapid Re-Housing - Temporary Subsidy	People who can increase income to afford rent; Young Adults	13%
Rapid Re-Housing w/ Permanent Supportive Housing backstop (service needs)	People in RRH who need services in PSH; Young Adults	1%
Rapid Re-Housing w/ Shallow Subsidy backstop (economic needs)	People in RRH who can't sustain on their own	1%
Dedicated Affordable Housing w/Emergency Shelter	Zero income & ELI people who can't increase income; Seniors	10%
Dedicated Affordable Housing unsheltered	Zero income & ELI people who can't increase income; Seniors	18%
Permanent Supportive Housing	People with disabilities who need services	15%
Permanent Supportive Housing for Seniors and others w/ higher needs	People who need help with daily living skills, more support	10%

Source: CA-502 System Model, Abt Associates, 1/20/2022

[22] Oakland-Berkeley-Alameda County Continuum of Care. Centering Racial Equity in Homeless System Design. January 2021. https://everyonehome.org/centering-racial-equity/

[23] Oakland-Berkeley-Alameda County Continuum of Care. Centering Racial Equity in Homeless System Design. January 2021. https://everyonehome.org/centering-racial-equity/

Pathways for families with minor children were designed in the REIA process to be responsive to the root causes of homelessness and barriers to housing stability - particularly for the Black and Native American households over-represented in the homeless population. These resource pathways represent the community's best thinking about the resources needed to produce greater equity in a high functioning homeless response system. The table below shows the percent of homeless households with minor children in each resource pathway in an optimal homeless system.[24]

Table 6: Housing Pathways in an Optimal Homeless System – Households with Minor Children

Pathway	Intended Group	Optimal % Served
Self-resolvers	People who briefly touch the system and then exit	10%
Homeless Prevention/Rapid Resolution	People w/ jobs who need short-term assistance	10%
Rehousing with Shallow Subsidy	People in RRH who need services; Young adults	40%
Rehousing with Dedicated Affordable	People in RRH who can't sustain on their own	20%
Dedicated Affordable Housing w/ Services	Zero & ELI people who can't increase income	10%
Permanent Supportive Housing	People with disabilities who need services	10%

Source: CA-502 System Model, Abt Associates, 1/20/2022

During the 2021 System Modeling update, additional shelter was added to model how unsheltered homelessness could be reduced in a shorter time frame while scaling up the permanent housing in the system. This temporary "surge" in shelter would temporarily result in some only-adult households receiving shelter and services without an identified housing resource connected to that stay. The system was modeled to show what would be needed by year 5 (2026) to eliminate this "shelter only" pathway – along with any unmet need in our homeless system, and ensure that housing exit resources are available for all households in the homeless system.

Additional Needs and Resources for Special Populations

The housing pathways and resources described above are intended to meet the needs of *all* of Alameda County's homeless populations. Some paths are specifically targeted to certain subpopulations such as permanent supportive housing for seniors, which recognizes additional health and care needs of older people, and transitional housing for young adults which recognizes their transitional period of life.

Needs assessments conducted for each of these populations point to certain additional needs that the strategies of this plan seek to encompass within the overall framework of inventory growth to meet the need.

Transition Age Youth

Transition Age Youth (TAY) is an important subpopulation with particular needs due to their stage in development and includes youth who have been impacted by homelessness and interactions with the foster care system, the juvenile justice system, or both. Some shelter and housing inventory is set aside

[24] Oakland-Berkeley-Alameda County Continuum of Care. Centering Racial Equity in Homeless System Design. January 2021. https://everyonehome.org/centering-racial-equity/

to meet young people's unique needs and Alameda County's System Model for households with only adults includes specific pathways for TAY.[25]

Youth experiencing homelessness in Alameda County report a need for greater access to all resources, increased supports to maneuver through, and transition from program to program within the homelessness response system, and increased youth development trainings for providers. Youth and providers have indicated that the homelessness system should be improved to be more welcoming to youth, that stronger housing and employment connections for youth are needed so that youth can find and sustain housing, and that increased access to youth dedicated permanent housing and long-term subsidies would significantly build capacity to serve youth.

In work done to identify specific needs of youth for the Youth Homelessness Demonstration program (YHDP) application, the following issues were identified as contributing to youth homelessness:[26]

- Lack of affordable housing
- Lack of supports and resources to successfully transition out of institutional systems such as foster care and the juvenile justice system into permanent housing
- Stigma, trauma and marginalization that creates barriers to accessing resources and maintaining housing
- Risk of return to homelessness from time-limited programs, especially for African-American and parenting youth
- Close to 50% of youth experiencing homelessness report struggling with symptoms related to PTSD or other mental health issues making it difficult for them to navigate the homelessness system and maintain their current housing
- Many LGBTQ youth report leaving homes and communities that felt unsafe due to their gender identity or sexual orientation
- High risk for commercial and sexual exploitation
- Unaccompanied Immigrant Youth face particular challenges. Since 2014, 4,000+ UIY have been apprehended at the border and released to sponsors in Alameda County, many of whom do not remain in their initial placements
- Racial disparities are even higher in the homeless youth population than in the total population of people experiencing homelessness

In September 2021, the U.S. Department of Housing and Urban Development (HUD) awarded Alameda County CoC a $6.5 million Youth Homelessness Demonstration Program (YHDP) grant. The funding will be used to create an in-depth plan to meet the needs of youth at-risk of or experiencing homelessness and to work towards ending youth homelessness in the community. Additional resources already available in the county for TAY include the THP Plus[27] program and dedicated Continuum of Care grants. The State of California requires that communities set-aside at least 8-10% (in different funding

[25] Oakland-Berkeley-Alameda County Continuum of Care. Centering Racial Equity in Homeless System Design. January 2021. https://everyonehome.org/centering-racial-equity/

[26] Alameda County Youth Homelessness Demonstration Program. Application July, 2021.

[27] Transitional Housing Program for young adults who exited foster care (including those supervised by Probation) on or after their 18th birthday and are not yet 24 years of age.

rounds) of their Homeless, Housing Assistance Program (HHAP) funds for the needs of Transition Age Youth. Alameda County and the CoC have used initial HHAP funding on increasing system access, additional interim housing, and services paired with housing subsidies dedicated to TAY.

Veterans

Veterans experience additional needs and challenges based on their Veteran status and, for many, their experiences in the military leading to challenges such as Post-Traumatic Stress Disorder (PTSD). In the 2019 PIT Count survey, unsheltered veterans most frequently cited mental health issues as the primary cause of their homelessness (18%), while sheltered veterans most frequently cited a rent increase (13%). Unsheltered veterans attributed their homelessness to job loss at nearly twice the rate as sheltered veterans (15% and 8% respectively).

The U.S. Department of Veterans Affairs (VA) provides a broad range of benefits and services to Veterans of the U.S. Armed Forces. These benefits may involve different forms of financial assistance, including monthly cash payments to disabled veterans, health care, education, and housing benefits. Assistance to obtain these resources is critical, and not all Veterans qualify.

In addition to these supports, the VA and HUD partner to provide targeted housing and support services to veterans currently experiencing homelessness or at risk of experiencing homelessness. These include the VASH (Veterans Affairs Supportive Housing) and SSVF (Supportive Services for Veteran Families) programs which provide permanent subsidies with services, and transitional subsidies, shallow subsidies and prevention support to veterans and their families. These resources provide a critical piece of the homeless response system for most veterans, though some must still rely on general population resources as they are precluded from accessing VA supports based on discharge status and length of service.

Older Adults

As mentioned above, older adults are a significant and growing part of the population experiencing homelessness in Alameda County and around the country. Geriatric conditions are common among older adults experiencing homelessness, and their health and risk of adverse impacts are comparable to housed adults who are 20 years older.[28] Services and housing that address geriatric conditions are needed for older homeless adults.

Recognizing that older adults often have additional and specific service needs, Permanent Supportive Housing (PSH) for Seniors is included as a future inventory need for the homeless system as a more service-intensive version of PSH for formerly homeless adults who can no longer live independently. Stakeholders in the CRE process determined that our ideal homeless system should include enough inventory to serve 10% of adult-only households with PSH for Seniors.[29] In addition, the model recognizes that many older adults live on fixed incomes which are often low and stagnant compared to housing costs. Dedicated affordable housing for older adults can ensure that many formerly homeless seniors will be able to live independently on their fixed incomes. The System Model includes pathways for Seniors to access Dedicated Affordable Housing from both sheltered and unsheltered homeless living situations.

---

[28] Geriatric Conditions in a Population-Based Sample of Older Homeless Adults (2017) | Kushel et al | *The Gerontologist*, Volume 57, Issue 4, August 2017, Pages 757–766. https://academic.oup.com/gerontologist/article/57/4/757/2631974

[29] Oakland-Berkeley-Alameda County Continuum of Care. Centering Racial Equity in Homeless System Design. January 2021. https://everyonehome.org/centering-racial-equity/

People Impacted by Intimate Partner Violence

Persons fleeing or impacted by Intimate partner violence have similar needs to others experiencing homelessness for housing and services but have other challenges and needs that make their engagement with the homeless response system even more challenging.

Most victims of IPV don't have access to unmonitored technology, making seeking help and client follow-ups difficult.

The COVID 19 pandemic has impacted IPV providers and programs significantly and the population fleeing violence that they serve.

- Crisis hotlines have seen a 30-70% increase in calls [30]
- Some providers are reporting increases of up to 150% in requests for mental health services (from 44,000 to 109,000)
- Women have been disproportionately impacted by COVID-19 induced unemployment and by challenges of school closures and lack of childcare
- To address health concerns and follow COVID-19 protocols, shelter capacity including in Domestic Violence shelters has been decreased and has left some providers to serve between 30-50% fewer clients

These impacts have made access to the kind of support survivors need, including temporary crisis assistance, affordable housing and permanent supportive housing even more difficult. The Alameda County Health Care Services Agency (Alameda County Office of Homeless Care and Coordination), Building Futures, Family Violence Law Center, and Eden I&R 211 have created a program design to establish a parallel and connected Coordinated Entry System for survivors of domestic violence, sexual assault, and human trafficking in Alameda County so they can better access needed support services, health care, and housing resources to begin to live a life free from abuse and homelessness.

Resources for programs that meet the needs of survivors include dedicated shelters and transitional programs. Since COVID-19, Project Roomkey was created to use hotels to provide non-congregate shelter for people who are homeless and at high risk for complications from the disease. The Marina Village Inn in the City of Alameda provided 51 rooms of temporary shelter for women and children to allow for decompression of DV shelters (to comply with COVID-19 protocols.) These guests, as other Roomkey guests, are now prioritized for permanent housing.

The 2021 HUD-funded Emergency Housing Voucher program, also part of the COVID relief effort, includes partnership with Victim Services Providers and set aside 87 vouchers for survivors of violence, who will also be provided tenancy sustaining support services for clients with disabilities who face challenges to getting and keeping housing, including coaching for independent living and community integration.

People with Mental Health Needs

Significant mental health needs impact nearly one third of the population experiencing homelessness and a much larger number can be expected to have some mental health needs.

[30] Family Violence Law Center. Presentation to the Alameda County Boad of Supervisors. "Gender-Based Violence COVID-19 Coordinated Response. October 25, 2021.

California's Department of Health Care Services (DHCS) recently conducted a needs assessment for behavioral health care services statewide and surveyed consumers and family member on needed housing supports. Many of the comments corresponded closely to the Alameda County CRE report findings. Unmet needs cited as priorities included:

- Additional housing capacity, due to low vacancy rates and lack of affordability
- Additional permanent supportive housing options for adults that provide wraparound behavioral health services, such as recovery services and access to supports, such as adult Full-Service Partnerships that provide intensive services and supports and coordinate access to housing, education, and employment for people with severe mental illness
- Additional capacity in longer-term adult residential facilities, sober living and recovery residences
- Address barriers to building or siting housing for individuals living with mental health issues and individuals living with SUD, and housing provider unwilling to accept behavioral health clients[31]

People Impacted by Criminal Justice System Involvement

Focus groups of people with lived expertise of homelessness convened to inform Alameda County's original Homeless System Model discussed how incarceration impacted their ability to find and keep housing. While incarceration is a barrier to housing and employment for anyone, the well-documented mass incarceration of Black, Latinx, and other people of color means that incarceration is a barrier to housing disproportionately impacting people of color. Focus group participants also highlighted the impact of structural racism in systems such as mass incarceration, and how involvement in these systems makes it difficult to increase income.[32]

Currently, the Probation Department receives direct funding for RRH and transitional housing programs for people in reentry.

In May 2020, the Alameda County Board of Supervisors directed the Alameda County Health Care Services Agency/ Behavioral Health Department to develop a plan to reduce the number of incarcerated individuals with behavioral health conditions within the jail. The multi-year plan, estimated to cost $50 million, includes extensive stakeholder engagement, internal County Department research and consultation. One primary area of focus is to strengthen connections between and across sectors to close any gaps and improve post-release service participation. Strategies include expansion of access to urgent care and crisis services, expansion of forensic linkage programs, and development of a TAY full-service partnership. The plan will prioritize the care of "high utilizers" of county behavioral health and county forensic services to ensure that justice involved people are connected to appropriate treatment and facilities, and increase short term, permanent housing and board and care facilities.

4. Modeling Results and Investments

Every year, new people experience homelessness in Alameda County but the homelessness response system does not currently have enough capacity to keep up with this annual inflow. This means that the increasing homeless population includes many people who could not get the assistance they

[31] State of California Department of Health Care Services, Assessing the Continuum of Care for Behavioral Health Services in California Data, Stakeholder Perspectives, and Implications
January 10th, 2022

[32] Oakland-Berkeley-Alameda County Continuum of Care. Centering Racial Equity in Homeless System Design. January 2021. https://everyonehome.org/centering-racial-equity/

needed to end their homelessness. In 2020 to 2021, we saw that 36% (4,358) of adult only households experiencing homelessness exited homeless services, and that 64% (7,647) remained. For households with minor children, 33% (321) of households exited the system in 2020-2021, while 67% (664) households remained.

The system modeling used the information about current outcomes and the suggested pathways designed by the Racial Equity Analysis/ CRE process make estimates of the programs and inventory needed to achieve an optimal homeless system that has the capacity to serve all of the existing need within 5 years. The update used this information to explore three potential scenarios:

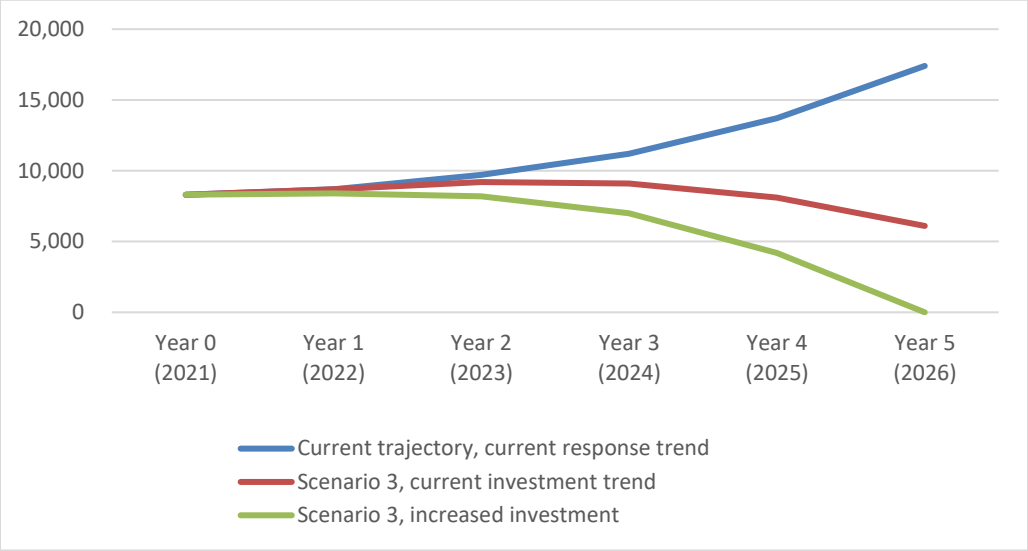
1. **Scenario 1 Steady Continued Increases in the Annual Number of People Experiencing Homelessness:** Growth at the same level as the four years prior to 2019 PIT Count (on average 20% per year). To meet the needs takes a very significantly increased response.
2. **Scenario 2 Dramatic Increase in the Number of People Experiencing Homelessness:** New homelessness grows at an unprecedented rate in year one of the model (2022) due to the impacts of COVID and as eviction moratoria are lifted, and then rates of inflow into homelessness continue as predicted in Scenario 1. Meeting this need takes an extraordinary level of response that is not likely to be achievable.
3. **Scenario 3 Gradual Decrease in the Number of People Experiencing Homelessness:** New homelessness experiences a similar increase to the past several years in year 1 (2022) (a 20% increase), and then begins to decrease to a 10% increase in year 2 (2023) and continues to decrease by -10% in years 4 (2025) and 5 (2026), achieving a net decrease by year 5. Meeting this need takes a significantly increased response including a focus on prevention, though the total resources needed are not as large as the other two scenarios.

The System Modeling for this plan focuses on Scenario 3, as this scenario a reflects the community's desire to increase prevention and address homelessness before it starts whenever possible to reduce the rate of new homelessness. If new homelessness increases beyond the modeling predictions, the gap between what our existing system is able to offer and what is needed to serve all homeless households in our system will be greater, and more costly to fill.

Figure 3 below demonstrates that even with Scenario 3 (a projected decrease in new homelessness over 5 years), our current level of investment will not be enough to operate a system that is able to serve all of the need among households experiencing homelessness and to stop homelessness from growing *(red line below*). However, with a significant increase in investment into the homeless system *(green line below),* by year 5 (2026) our system is able to serve all of the need among homeless households (leaving 0% unmet need).

DRAFT

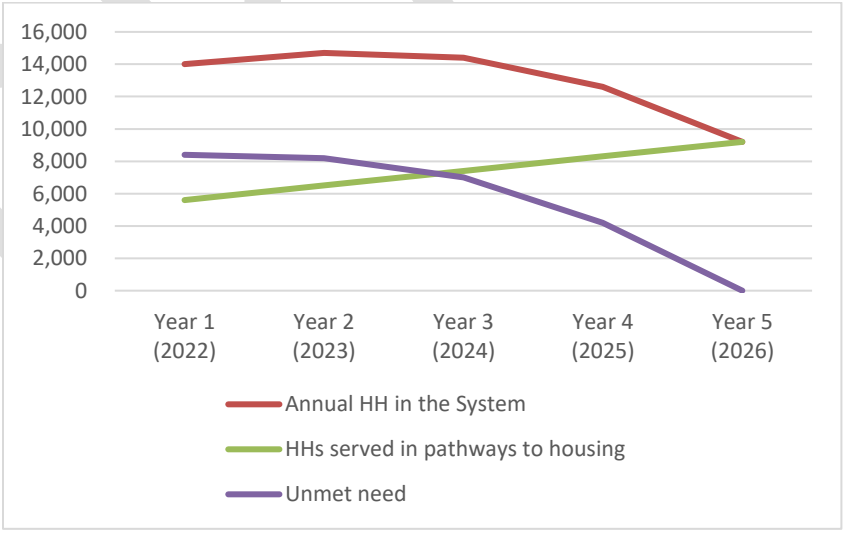
Figure 3. Impact of Increased Investment level on trends in homelessness



Source: CA-502 System Model, Abt Associates, 1/20/2022

With the required increase in investment and a small decrease in inflow, in 5 years (by 2026) the total number of households served in Alameda County's homeless system annually decreases by over 3,800 from 2021. In this scenario there is capacity to serve and assist 9,200 households into permanent housing by the homeless response system in year 5. This brings the unmet need in the homeless system to 0. Having no unmet need does not mean that new people do not become homeless but rather that for every new household that experiences homelessness there is a resource path to get them out of homelessness and into housing within an average of 90 days.

Figure 4: Impact of Increased Investment on Homeless System Outcomes



Source: CA-502 System Model, Abt Associates, 1/20/2022

Table 7. Impact of Investments on Homeless System Over 5 Years

5-Year Investment Impact Dashboard, All Homeless Households (Adult Only + Households with Minor Children) Scenario 3 / Increased Investment

	Year 0 (2021)	Year 1 (2022)	Year 2 (2023)	Year 3 (2024)	Year 4 (2025)	Year 5 (2026)
New Homeless	4,000	4,800	5,300	5,300	4,700	4,300
Annual HH in the System	13,000	14,000	14,700	14,400	12,600	9,200
HHs served in pathways to housing	4,700	5,600	6,500	7,400	8,310	9,200
Unmet need	8,300	8,400	8,200	7,000	4,200	0
% Unmet need	64%	60%	56%	49%	33%	0%

Source: CA-502 System Model, Abt Associates, 1/20/2022

Additions to Housing Inventory

In order to "right size" and develop a system which will allow us to reduce homelessness, additional housing inventory is needed so that households experiencing homelessness are able to leave homelessness for permanent housing. The table below details the specific inventory growth in different interventions and housing types needed to meet existing and anticipated future need among homeless households.

Table 8. 5-year Homeless System Inventory Needs

5-Year Inventory Needs, All Homeless Households (Adult Only + Households with Minor Children) **Scenario 3 / Increased Investment** *Numbers below are cumulative, not new additions needed year over year*						
	Baseline Inventory (2021)	**Year 1 (2022)**	**Year 2 (2023)**	**Year 3 (2024)**	**Year 4 (2025)**	**Year 5 (2026)**
HP/Rapid Resolution	56	140	160	190	260	230
Crisis Response (ES, TH, SH)	1,785 [33]	2,760	3,410	3,140	1,810	1,390
TH for Youth	153	100	120	140	200	170
Rapid Re-Housing	535	1,180	1,370	1,560	2,180	1,940
Permanent Housing Resources						
PSH	3,215	3,790	4,500	5,290	6,490	7,410
PSH-Seniors	0	520	1,090	1,690	2,530	3,190
Dedicated Affordable Hsg	0	1,570	3,320	5,240	7,870	10,070
Shallow Subsidy	0	830	1,740	2,750	4,090	5,240

Source: Source: CA-502 System Model, Abt Associates, 1/20/22

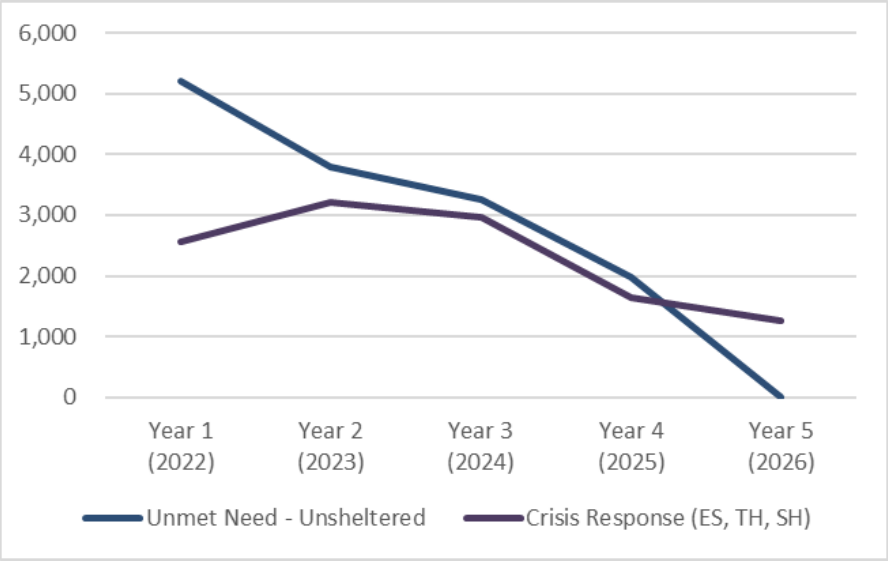
The table above also shows that in 2021 (the base year, or Year 0) Alameda County had 3,215 permanent housing units for households experiencing homelessness, and in order to serve all of the current and projected need of homeless households, our system will need an inventory of 25,910 permanent housing units by year 5 (2026) of the implementation plan.

Additions to Shelter Inventory

[33] Note that a decreased inventory of shelter is reflected here, and in the 2021 System Modeling, to account for shelter decompression that occurred due to COVID-19 regulations.

One of the updates that was made to the System Model in 2021 was to temporarily add additional shelter in order to reduce existing unsheltered homelessness. This temporary surge in shelter during the first two years of the Plan while the system's permanent housing resources are also scaled up.

Figure 5: Impact of Shelter Inventory on Households on Unsheltered Homelessness*



Source: Source: CA-502 System Model, Abt Associates, 1/20/22
*For Adult Only Households

New Investment Needed

The total cost of scaling up both the shelter and housing inventory as well as the additional resource pathways over the coming five years is $2.5 billion. This includes roughly $430 million for additional shelter, $1.68 billion for permanent housing such as dedicated affordable and permanent supportive housing, and $388 million for prevention, rapid rehousing and shallow (more limited) subsidies. It does not include the development costs for new buildings, however includes coverage operations and services, and subsidies to help people rent existing housing.

Similar to their proportion of the homeless population, the investments are roughly 10% ($194 million) for inventory and resources for households with minor children, and 90% ($2.3 billion) for the inventory and resources to serve adult only households, including transition age youth.

Table 9. 5 Year Operations Cost for Homeless System Inventory

5-Year Inventory Costs (operations only, not development) All Homeless Households (Adult Only + Households with Minor Children) Scenario 3 / Increased Investment						
	Year 1 (2022)	**Year 2 (2023)**	**Year 3 (2024)**	**Year 4 (2025)**	**Year 5 (2026)**	**5-Year Total**
HP/Rapid Resolution	$2,502,000	$3,022,000	$3,533,000	$5,055,000	$4,680,000	$18,792,000
Crisis Response (ES, TH, SH)	$85,667,000	$109,121,000	$103,566,000	$61,480,000	$48,402,000	$408,236,000
TH for Youth	$3,796,000	$4,549,000	$5,344,000	$7,777,000	$7,107,000	$28,573,000
Rapid Re-Housing	$26,166,000	$31,374,000	$36,824,000	$52,978,000	$48,683,000	$196,025,000
PSH	$95,786,000	$117,213,000	$142,068,000	$179,312,000	$210,917,000	$745,296,000

PSH-Seniors	$15,630,000	$33,557,000	$53,819,000	$83,004,000	$107,846,000	$293,856,000
Dedicated Affordable Hsg	$33,099,000	$72,010,000	$116,971,000	$180,761,000	$238,329,000	$641,170,000
Shallow Subsidy	$9,050,000	$19,666,000	$31,881,000	$48,613,000	$64,196,000	$173,406,000
Total	$271,696,000	$390,512,000	$494,006,000	$618,980,000	$730,160,000	$2,505,354,000

Source: Source: CA-502 System Model, Abt Associates, 1/20/22

Service Needs for People That Remain Unhoused

Although not represented in in the System Modeling, there are many critical services and resources that serve people who are unhoused. These include Coordinated Entry, Street Outreach, housing navigation, landlord liaison programs, among others. It is also important for nonprofit agencies providing these services also have access to capacity building resources to ensure that African American residents and other populations disproportionately impacted by homelessness are effectively and equitably served in Alameda County's homeless system. These programs contribute to outcomes such as shortening the length of time that households remain homeless, improving health outcomes and behavioral health support, and increasing exits to housing.

5. Four Core Goal Areas and System Performance Measures

Drawing from the recommendations to reduce racial disparities in the CRE report, and the need for resources demonstrated by the system model and the feedback of people experiencing homelessness, Home Together 2026 seeks to reduce homelessness and increase equitable housing solutions with four strategics areas of focus. Each area below includes a number of action steps to be taken to promote the goals in keeping with model and overall reduction strategy.

These core goal areas largely correspond to critical system performance measures required by HUD and by the State of California which will be tracked and reported on annually. In addition, the Alameda County community has determined to also measure its impact on rates of unsheltered homelessness and racial disparities in homelessness. Specific targets for reductions and improvements for each of the performance measures below will be set in consultation with the community and with the State of California during FY 21-22.

The sum of the activities undertaken in this Plan are expected to result in

1- An overall decrease in the number of people who experience homelessness
2- A reduction in racial disparities within the homeless population which reduces the overrepresentation of African Americans, Native Americans, Multi-racial people and Native Hawaiian/Pacific Islanders.

1) Prevent Homelessness for our Residents

While many of the people experiencing homelessness in Alameda County have been homeless for long periods of time or have had multiple episodes of homelessness every year people experience homelessness for the first time and seek assistance from the homelessness response system which lacks adequate resources to meet the needs of people already homeless. Data from the 2019 PIT count indicates approximately 31% of the people who are homeless at a point in time have become homeless for the first time.

Racial disparities among newly homeless households are even more extreme than among the homeless population overall, especially for African Americans, Native Americans, Native Hawaiian and Pacific Islanders and multiracial people.

Table 10. Racially disparate rates of new Homelessness

	African Americans	Native Americans	Multiracial	Native HI/Pacific Islander
Percent of County Population	11%	1%	5%	1%
Percent of newly homeless	58%	5%	6%	2%
Rate of new homelessness	5.3	5	1.2	2

Source: Oakland-Berkeley-Alameda County Continuum of Care. Centering Racial Equity in Homeless System Design. January 2021.

Prevention assistance is typically administered outside the homelessness response system covered by social services and community development funding streams. Research shows that while many low-income people experience housing crises that could lead to homelessness, people most likely to become homeless have specific risk factors including extremely low incomes, histories of homelessness, and living in highly impacted neighborhoods.[34] To be effective, resources to prevent homelessness must target those with the greatest likelihood of becoming homeless. To reduce new incidents of homelessness, we must direct resources to those closest to becoming homeless without assistance, and to those who have lost housing but can recover it with timely support.

Another contributing factor to continuing homelessness is that some households assisted into permanent housing through the homelessness response system may lose their housing again when program resources run out or circumstances change. Returns to homelessness in Alameda County are higher among African Americans and Native Hawaiian/Pacific Islanders.

Table 11. Disparities in Rates of Return to Homelessness, FFY 2019

	System Average	African Americans	Native Hawaiian/Pacific Islanders
Rate of Return to Homelessness	18%	21%	23%

Source: Oakland-Berkeley-Alameda County Continuum of Care. Centering Racial Equity in Homeless System Design. January 2021.

Home Together proposes to reduce the rates of return to homelessness by half from 21% in 2022 (Year 1 of the Plan) to 9% in 2026 (Year 5 of the Plan).[35] To address racial disparities in new homelessness and returns to homelessness, programs will be targeted and tailored to specific household needs and the county's providers and administrators will target and track these disparities.

Three activity areas specifically target reductions in new homelessness and returns to homelessness.

1. **Focus resources for homelessness prevention on people most at risk**
    a. Work with government and private funders to increase targeted prevention for people most likely to become homeless. Highlight risk factors including extremely low incomes,

[34] Center for Evidence-based Solutions to Homelessness. Homelessness Prevention, A Review of the Literature. January 2019.
[35] Source: Adult Only Household Model. CA-502 System Model, Abt Associates. 1/20/22. Note rates are for Adult Only households.

histories of homelessness, and living in neighborhoods with high rates of poverty and evictions.

b. Tailor outreach and prioritization to reach those at highest risk and coordinate these efforts in all areas of the county.

c. Implement and expand shallow subsidy availability for people with fixed or limited income with housing insecurity. Provide capped rental assistance to relieve rent burden and reduce the risk of becoming homeless.

2. **Rapidly resolve episodes of homelessness through Housing Problem Solving**

a. Add resources to flexible funding pools for Housing Problem Solving, a practice of helping people newly homeless or on the verge of homelessness to identify rapid solutions to their situation with light financial support

b. Offer Problem Solving training and funding throughout system so that providers can quickly assist people when and where they seek help.

3. **Prevent returns to homelessness**

To reduce disparities based on race, learnings from the CRE process demonstrate that providing ongoing or renewed support to people who have been homeless will improve equitable housing outcomes. Some specific areas highlighted as effective include:

a. Target time-limited Rapid Rehousing resources to serve households with an ability to increase income. Given the high cost of rent in Alameda County, time-limited resources should be matched with people who have a feasible plan to pay market-rate rent or identify a replacement subsidy.

b. Partner with educational, vocational and employment services to ensure that people moving toward employment have strong support in obtaining and maintaining employment. Build connections to educational programs with career pathways, supported employment for people who are formerly homeless, and job placement assistance for people seeking new roles.

c. Establish a flexible funding pool for preventing homelessness, including shallow subsidy option.

Corresponding System Performance Measures

Progress on this goal area will be tracked using two system performance measures and corresponding measures of increased racial equity.

2a. Reduce the number who become homeless for the first time

2b. Reduce the racial disparities among people overrepresented within who becomes homeless for the first time, African Americans, Native Americans, Multi-racial people and Native Hawaiian/Pacific Islanders.

3a. Reduce the number of persons who return to homelessness after exiting homelessness.

3b. Reduce the racial disparities among people overrepresented within who return to homelessness, African Americans, and Native Hawaiian/Pacific Islanders.

2) Connect People to Shelter and Needed Resources

To reduce homelessness and create additional and more rapid pathways to housing, people experiencing homelessness need access to shelter and critical service supports while in crisis and while in the transition to housing. This will require expanding and supporting the network of agencies that serve as entry points for the system and provide housing problem solving and navigation services. It also necessitates reducing the barriers to entry to services for people experiencing homelessness. Additionally, this will involve working closely with mainstream services such as hospitals, jails and foster care to help people in those systems avoid homelessness.

In 2020 and 2021, Alameda County's system of care significantly expanded access points and undertook improvements to the coordinated entry process which connects people in need to shelter and housing. Changes were made to increase the availability of Housing Problem Solving services targeting creative housing solutions, allowing Housing Resource Centers (designated access points) to support everyone who is experiencing homelessness who accesses their services. A separate crisis queue and process for shelter and transitional housing resources was established to shorten the time people in need wait for shelter. Greater transparency was also built into the process with access points providing real-time communication to participants about available housing resources, their likelihood of receiving a match, and support with appropriate next steps. Continued oversight and improvement of coordinated entry is a priority for the future and monthly Regional Housing Coordination meetings and Learning Communities are focused on improving coordination of care and increasing collaboration.

While this plan focuses primarily on expanding housing to end homelessness, it also plans for a significant increase in shelter to provide people safe places to be off the street and to connect to the rest of the system's resources. During the 2019 PIT Count, nearly 80% of the population experiencing homelessness in Alameda County were unsheltered. During the COVID-19 pandemic the community rapidly stood up over 1,000 temporary shelter units in non-congregate settings such as hotels and trailers. People sheltered in these sites were connected to housing at much higher rates than those in traditional (congregate) shelter and unsheltered settings.

An analysis of the unsheltered population using homelessness data and health system data indicates at least 48% of unsheltered people contacted by a street outreach program have one or more vulnerabilities such as advanced age, a health or mental health condition, and/or barriers to housing like eviction history or criminal justice system contacts. Vulnerable unsheltered people in the county are also more likely to be African American than any other race or ethnic group. Shelter resources will be added to the portfolio of resources in the county for vulnerable adults and children, while still focusing most resources on housing additions to ensure movement from shelter to housing. It is the goal of the Home Together plan to gradually repurpose non-congregate shelter sites to be used as housing.

Behavioral health services are a critical component of service delivery in all areas of homelessness response. Efforts are being made to increase clinical support available through Street Health, Shelter Health, and other teams as part of Healthcare for the Homeless programs, and in housing planning, and tenancy sustaining services, preventing returns to homelessness. Connections to mental health services are built into pathways to housing in the homeless system through Emergency Shelter, Rapid Re-Housing and Permanent Supportive Housing.

1. **Provide neighborhood-based access where people are most likely to lose housing**
    a. Expand resources in neighborhood-based access points, targeting neighborhoods with the highest numbers of people with insecure housing situations.
    b. Add access point outreach staff to connect people to these services in the field.

c. Set up monthly training for 211 operators

d. Develop the capacity for 211 to track and follow up with people seeking resources

2. **Lower programmatic barriers and expand a range of crisis and behavioral care services**

   a. Add additional laundry, hygiene, and storage options

   b. Provide accessible behavioral health services to people with serious mental illness or substance use needs and who are unsheltered, in shelter, or in supportive housing programs.

3. **Prevent people from being discharged from mainstream systems back to homelessness**

   a. Increase medical and mental health respite with defined housing; pathways; HCSA estimated need of 250-300 added beds length of stay.

   b. Stabilize and expand board and care portfolio through new state funding and land trust to correspond with behavioral health system gaps analysis.

   c. Implement exit strategy for all homeless criminal justice clients with shelter, housing, and supportive services. Evidence indicates a promising model in low-barrier non-congregate shelter for people exiting criminal justice settings, paired with housing navigation and tenant-based vouchers.

   d. Connect transition age youth leaving foster care to youth-dedicated rapid and supportive housing programs through ongoing dedication of resources targeted to youth nearing exit from care.

4. **Add 1,625 temporary additional shelter beds, especially non-congregate models, to serve vulnerable adults and families with children.**

   e. Focus resources on a short-term increase in shelter to double the amount of shelter currently available and reduce unsheltered homelessness

   f. As new housing comes online, transition non-congregate shelters to permanent housing or remove from system

Corresponding System Performance Measures

Progress on this goal area will be tracked using the above measures related to new and returning homelessness, and these two measures of reductions in unsheltered homelessness.

3a. Reduce the number who are unsheltered at a point in time

3b. Reduce the racial disparities among people overrepresented among those who are unsheltered.

4a. Increase successful placements from street outreach to indoor locations

4b. Monitor for racial disparities placements from street outreach and address any disparities

3) Increase Housing

The system modeling and interviews with people experiencing homelessness indicate that the single most important step to reduce homelessness dramatically and permanently is to create permanent housing opportunities for people experiencing homelessness throughout the county. Our System Modeling shows that the homelessness response system is starting (in 2021) with an inventory of 3,215 permanent housing units, and that by year 5 (2026), our system will need a total of 25,910 permanent housing units and subsidies. (See Table 7 above “5 Year Inventory Needs”)

Some permanent housing units will become available each year through unit turnover (at an estimated rate of 8%), and the rest of the need will be for new housing inventory. The total cost of operating permanent housing from year 1 (2022) through year 5 (2026) is estimated to be $1.68 billion. This cost is for operations only and does not reflect additional development costs.

New projects to increase inventory include expansions in exiting models like rapid rehousing and permanent supportive housing as well as significant investment in newer models such as dedicated affordable housing and shallow subsidies that allow people to have housing that allows them independence and autonomy, a strategy recommended to be more effective in reducing racial disparities.

Today's pipeline of projects show that new projects will increase the inventory by 1,500 in the first two years, but resources must be identified for thousands more units. New one-time resources are anticipated from both the Federal and State governments which will assist with this goal, but ongoing local resources will be needed to meet the ambitious targets that necessary to bend the curve.

Total units needed by year 5 (2026)

1. Add a total of 4,195 units of permanent supportive housing for households who need intensive services.
2. Add 3,190 permanent housing units for vulnerable seniors with more intensive health focused services designed to help keep people in their homes.
3. Create a total of 10,070 Dedicated Affordable housing units and subsidies for people with lower service needs
    a. The CRE report and system model includes adding new capacity to provide affordable housing without time limits for 30% of the adult only households and 28% of family households
    b. Add capacity within the system to support new dedicated affordable units including staff for a new flexible subsidy program for providing operation support (Local Operating Subsidy Program) additional Coordinated Entry staffing and lighter and variable supportive services
4. Create 5,240 new Shallow subsidies that provide a fixed level of support for households with fixed or very low incomes
5. Add approximately 2,000 new slots of rapid rehousing targeted to households with potential to increase income
6. Couple these resources with expansions in employment programs
7. Ensure new housing funding is distributed according to need and location across the county.
8. Encourage affordability and housing stock retention in private market.
9. Reduce entry barriers to housing and focus on ensuring proportionate housing placement and retention for overrepresented groups, as well as access to additional resources and priority when applicable

Corresponding System Performance Measures

Progress on this goal area will be tracked using two system performance measures and corresponding measures of increased racial equity.

5a. Increase the number of people exiting homelessness into permanent housing

5b. Monitor for any emerging disparities and maintain racial equity within people exiting homelessness into permanent housing.

6a. Reduce the length of time a person experiencing homelessness remains homeless

6b. Monitor for racial disparities in length of time homeless and address disparities

4) Strengthen Coordination, Communication and Capacity

This plan emerges at a time of great uncertainty. While new resources are anticipated, how much will become available when, and what may happen with COVID-19 and other factors which may impact homelessness, are unknown. For this reason, this Plan must be closely tracked and refined over time and its projections will be updated as new resources become available. A community-wide commitment to improve and use the communities HMIS data for tracking and accountability is a central tenet of the Plan.

Improved communication about efforts and impacts are also key to keeping the buy-in of the partners and the confidence of the community. This includes expanding the range of partners to other system of care that overlap with the homelessness response system and ensuring that both housed and unhoused people have access to the best information about current and anticipated resources.

Finally, the network of programs and providers will have to be strengthened and grow to reach the Plan goals. Alameda County benefits from a strong network of nonprofit agencies committed to addressing homelessness and delivering services and housing to those in need. But these agencies are stretched to close to capacity, are often under resourced and do not fully represent the communities that experience homelessness. Resources must be targeted to strengthen providers partners ability to recruit and retain staff and to expand access to resources and contracts for organizations that serve, employ and are led by historically marginalized communicates and people of color.

1. **Use data to improve outcomes**
    a. Improve HMIS coverage and confidence in HMIS to be the primary method for future data tracking
    b. Consider potential to increase frequency of Point in Time Count to annual (currently biennial) so that impacts are seen more quickly
    c. Improve tracking on resources and inventory to support ongoing evaluation and reporting
    d. Regularly review system and program outcomes disaggregated by race
    e. Work to integrate RBA processes
2. **Improve messaging and information availability**
    a. Centralize homeless related resource information and provide regular system updates to a wide variety of partners
    b. Provide an annual plan update on progress and challenges with proposed modifications to the following year's action plan
    c. Complete a full inventory of current and anticipated resources for all key partners and identify the funding gap and strategies to fill it
3. **Improve system alignment and coordination**
    a. Ensure coordination among countywide systems including criminal justice, child welfare and hospital systems to prevent people from exiting into homelessness, and from one system into another.
4. **Build infrastructure to support new and expanded programs**
    a. Develop and strengthen career pathways in housing and service provider organizations

b. Support service providers and other nonprofit organizations serving homeless populations to improve their ability to hire and retain staff

c. Expand provider networks to incorporate historically marginalized communities and more organizations serving communities of color, and support increased capacity within these networks

d. Ensure public and community agencies have staffing to meet expanded contracting and capacity needs

e. Ensure behavioral health access and resources are available to smaller provider organizations

Corresponding Performance Measures

There are no State required system performance measures that correspond to this goal area. The community will use the improved data collection process to track progress on all of the other outcomes for this plan. The partners will also track resources and investments to meet the Plan goals and to identify outstanding gap areas.

In addition, community partners will collect data to track the capacity of the system partners and especially to expansion of resources to provider organizations serving historically marginalized communities and communities of color.

7. Resources, Gaps and Allocation Plan

Today, homelessness in Alameda County is addressed through a wide variety of both homeless-targeted and general population resources from Federal, State, local specific and general funds and private sources. In FY 20-21, the estimated Maintenance of Effort (MOE) budget for funds identified and allocated toward the homelessness response system just for the County exceeded $110 million. This does not include funding that cities invest directly in their own efforts or in nonprofit programs, nor private dollars that nonprofit organizations raise. It is estimated that all together the resources in the homelessness response system annually are closer to $170 million, apart from one-time COVID funds. While this is significant, it is still much lower than the roughly half billion dollars per year needed to meet the Plan targets.

Figure 6. FY 20-21 Homelessness Budget by County Department and Category

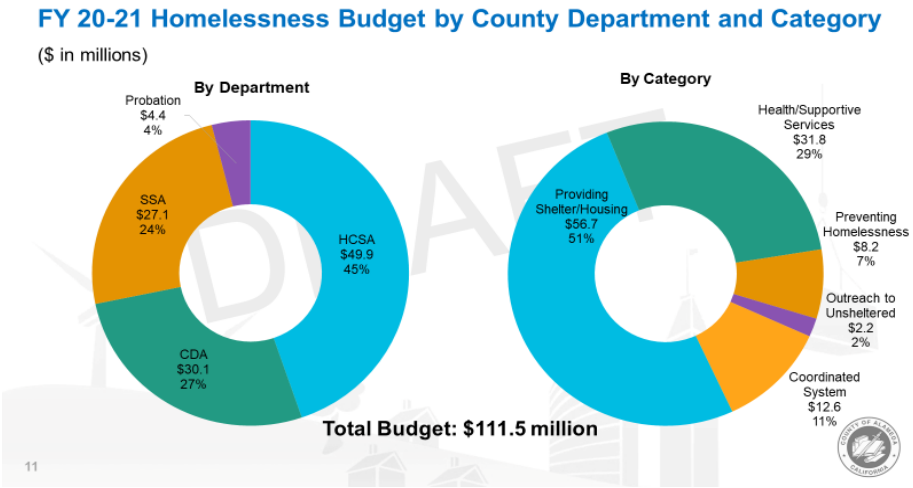
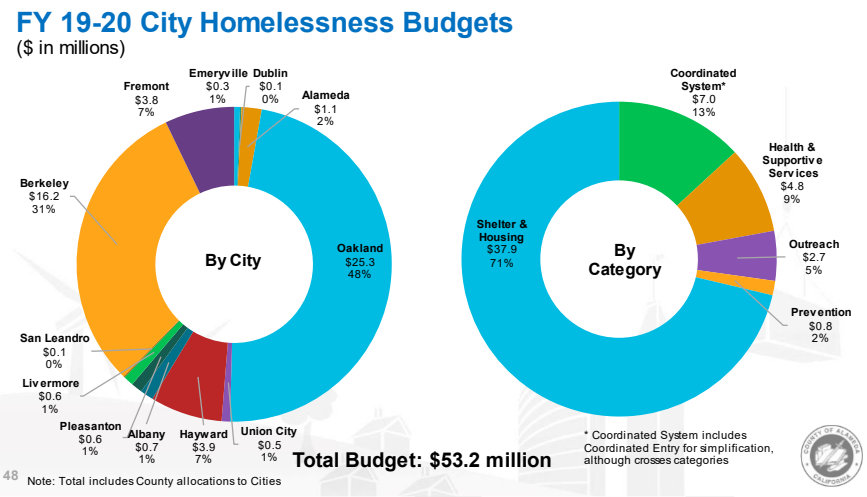


Figure 7. FY 19-20 City Homelessness Budgets



To achieve the needed expansion level will take a significant investment of new resources. Some of these are anticipated to come from anticipated increases in Federal and particularly in State resources dedicated to expanding affordable housing and ending homelessness.

With resources from a notable budget surplus, the State of California has committed to a one-time investment of more than $12 billion in homelessness and another $10 million in affordable housing. Alameda County and the City of Oakland both anticipate receiving a significant increase from this in funds for the HHAP, Homekey and new programs such as the Encampment Resolution Funds and Family Homelessness Challenge Grants.

These new funds will build on investments already in the pipeline from the State's No Place Like Home program and Alameda County's Measure A1 which contribute to new housing units set to open in the first few years of the Plan.

Due to the advent of COVID-19, a range of onetime funds to provide shelter and housing have also already been put to work. The federal FEMA program, State Project Roomkey and matching local funds opened hundreds of hotel rooms for people impacted by or at risk of COVID and the State's Project Homekey and federal Emergency Housing Vouchers have helped transition some of these hotels to permanent housing while providing housing vouchers for 900 people. The investment from these programs expanded capacity for more than 1,300 people in permanent housing, just from the initial allocations through 2021.

Altogether, this unprecedented infusion will help to jump start the plan goals for both housing and shelter expansion, but the one-time nature of most the funding and the growing gap in the later years of the plan still leave a significant gap that will need to be filled locally.

In addition to the need for significantly more funding and resources to expand housing and program capacity, resources will need to be distributed throughout the County, aligned to these joint goals and with built-in accountability. In 2021, representatives from cities and county agencies proposed a method for allocating funds that pass through the county, intended for homelessness response.

Because the County is a direct recipient of many funds and has the ability to support efforts throughout the entire geography, Alameda County will coordinate a countywide effort to leverage city and county resources. The cities will play a critical role, both through the provision of local and some dedicated federal and state resources and as overseers of land use planning for shelters and permanent housing.

Together these partners will work to align efforts and stretch both the existing resources and new funding as it emerges.

Project funding through this collaborative allocation plan will be tied to the programs meeting the performance goals outlined in this Plan or that show a plan for targeted capacity for small, emerging and/or BIPOC led (and serving) agencies or new, innovative programs.

Completing a full inventory of current and anticipated resources is a next step to access State funding and to track investments in the Plan. Once completed, the resource tracking will be incorporated as an appendix to this plan and reported on annually. The County and city partners will create action plans with two-year cycles including anticipated investments and timelines for unit and program creation, which will be updated and reported during each two year cycle.

8. Tracking and Monitoring

Close tracking and monitoring of the impacts of the implementation of programs and strategies in the Home Together Plan are critical to achieving reductions in homelessness in Alameda County.

Data for these measures will be consistently disaggregated by race to enable tracking for equity impacts and improvements as well as overall system improvements.

Data sources used for these estimates include the annual Housing Inventory Count (HIC) and CoC partner inventory pipeline estimates, the Point in Time Count (PIT) and data from the Homeless Management Information System (HMIS), including Coordinated Entry.

While some of the data used for planning came from the PIT count, data from HMIS continues to improve, and will be used as the primary data source for monitoring. The PIT Count provides an additional check on the accuracy of assumptions about Alameda County's homeless population. Over the next five-years the CoC will also be focused on improving tracking of existing and pipeline housing and shelter inventory and resources, with the goal of having the ability to capture data on new units and resources as they come into the system.

The Homeless System Model will be used as a dynamic tool to continue to evaluate how conditions on the ground match modeling predictions. The CoC Board, through its subcommittees, will have a lead role in overseeing the system modeling, expanding data collection and improving data quality and consistency, evaluating and monitoring data inputs for the model as well as for reporting on local and state requirements.

Updated data measures and system modeling evaluation will be used for internal and policy guidance, to provide services that fit the needs of individuals and families experiencing homelessness, and for communicating to stakeholders. In order to streamline and make data accessible about the homeless system and the impact of the Home Together implementation Plan, public facing dashboards highlighting the system and racial equity measures above will be developed and posted to the EOH and HCSA (OHCC) websites.

9. Conclusion

The Home Together 2026 Plan is the result of bold visioning and commitment across all county stakeholders to look critically at what is happening today and recognize that without significant new investment and effort, homelessness will not decrease and will in fact continue to grow. The human cost of continued widespread homelessness, and the vast racial disparities in who is most impacted, is not acceptable. The situation requires unprecedented coordination, commitment and investment.

To reverse the trend and make dramatic progress on reducing homelessness, Home Together 2026 adopts bold, ambitious, and measurable goals for Alameda County, both for reducing homelessness and for achieving greater racial equity. The Plan builds from results of system modeling and racial equity analysis to lay out new pathways and program models. To bring these new programs and solutions into being will take committing every available dollar from the County and its partners in ways that uphold performance and invest in working and desired models. The Countywide allocation plan envisions alignment between the County, cities and other funders to make these investments possible.

The community adopts this plan and vision at a time when the future is uncertain. New resources, both one time and ongoing, received in 2021 and anticipated in the future provide the foundation for achieving the Plan, but alone are not enough to realize its vision. The response to COVID-19 has shown that the community can pull together and can work at speeds we have not seen before, a strong foundation to build from. However, we face continuing challenges include uncertainties from COVID-19, unpredictable housing markets and future State, Federal and local budgets, and an overtaxed public and non-profit sector with significant capacity needs.

All of these unique opportunities and challenges require continuing the level of unprecedented collaboration and coordination, building on the progress made since COVID-19 to unify the community response and build an aligned response system. With these commitments and agreements for joint accountability we will, by 2026, be Home, Together.

DRAFT

APPENDICES

- **A. Glossary of Terms**
- **B. Summary Table of System Performance Measures - *In Process***
- **C. Summary Table of Numeric Inventory Goals by Year - *In Process***
- **D. Detail on County Allocation Plan - *In Process***
- **E. System Model Methodology - *In Process***
- **F. Contributors - *In Process***

APPENDIX A. Glossary of Terms

Key Terms and Definitions

Adult Only Household: represents one or more adult(s) experiencing homelessness together without minor children.

Continuum of Care (CoC): a regional or local planning body that coordinates housing and services funding for homeless families and individuals.

Coordinated Entry System: Alameda County's Coordinated Entry System is used to connect residents experiencing homelessness to resources in our county's homeless system.

Emergency Shelter: Any facility that provides temporary shelter for people experiencing homelessness.

Homeless Management Information System (HMIS): A Homeless Management Information System (HMIS) is a local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness.

First time homelessness (or new homelessness): A person or household who has lost housing and become homeless for the first time.

Homeless System Model: A model for the optimal homeless system that effectively and equitably allocates resources and prioritizes investments to end homelessness.

Homeless: People who are residing in emergency shelter, transitional housing, on the street, or in another place not meant for human habitation.

Household with minor children: represents one or more adult(s) experiencing homelessness together with minor children.

Housing Inventory Count (HIC): Required by HUD, the HIC is a point-in-time inventory of all of the dedicated beds and units within a Continuum of Care's homeless services system, categorized by type of project and population served.

Inflow: the number of people entering the homeless services system each year. Inflow is not synonymous with the number of people newly experiencing homelessness, as it also captures people with previous episodes of homelessness and homeless people with unmet needs carrying over from the previous year.

Non-congregate shelter: locations where each individual or household has living space that offers some level of privacy such as hotels, motels, or dormitories.

Housing Navigation: housing navigation involves helping a household that is homeless develop a housing plan, address the barriers identified during the plan, and acquire documentation and complete forms required for housing.

Housing Pathway: The set of programs and resources expected to be used by a household experiencing homelessness in order to be temporarily sheltered and to become permanently housed. The modeling for the Home Together Plan uses assumption about a variety of different housing pathways to determine the resource needs and gaps.

Housing Problem Solving: Housing problem solving is an approach to help homeless households use their strengths, support networks, and community resources to find housing.

Housing Resource Center: Dedicated Housing Resource Centers (also referred to as "Access Points") are located throughout Alameda County and are locations where people experiencing homelessness can connect with available resources and services.

Older Adults: adults aged 55 and older; also referred to as Seniors.

Permanent Supportive Housing (PSH): Permanent subsidies based on income and services to keep tenants in stable housing.

Point in Time (PIT) Count: An unduplicated one-night estimate of both sheltered and unsheltered homeless populations (to be distinguished from the number of people experiencing homelessness annually).

Project Homekey: Through Project Homekey the state awards funding that allows municipalities to purchase and rehabilitate hotels, motels, vacant apartment buildings and other properties, and convert them into permanent, long-term housing.

Project Roomkey: Established in March 2020 as part of the state response to the COVID-19 pandemic, the purpose of Project Roomkey is to provide non-congregate shelter options for people experiencing homelessness, protect human life, and minimize strain on health care system capacity.

Racial Equity: The systemic fair treatment of people of all races that results in equitable opportunities and outcomes for everyone. All people are able to achieve their full potential in life, regardless of race, ethnicity, or the community in which they live.

Racism: a belief that race is a fundamental determinant of human traits and capacities and that racial differences produce an inherent superiority or inferiority of a particular race; behavior or attitudes that reflect and foster this belief. Racism takes many forms, including:

Rapid Re-Housing (RRH): Time-limited rental subsidy and support services with the intention of the household taking over lease and sustaining on their own.

Sheltered homelessness: A person experiencing homelessness who is living in a supervised publicly or privately operated shelter designated to provide temporary living arrangement.

Results Based Accountability: A framework that uses a data-driven, decision- making process to help communities and organizations identify population level results and monitor their programs' performance in order to determine how to improve their impact on the clients they serve.

Returns to homelessness : The rate at which people who have been homeless and become rehoused loss that housing and return to the homelessness response system.

Shallow Subsidy: A housing subsidy that is typically less than the amount of a full or deep subsidy such as a Housing Choice Voucher, and which is usually calculated at a flat monthly amount or a specific percent of rent. Shallow subsidies can be time limited or can be indefinite.

Street Health Outreach: Street Health teams provide access to care that meets the unique needs of people experiencing homelessness through regularly scheduled outreach services offered to unsheltered people living in homeless encampments, vehicles, and RVs. Street Health teams engage people living on the streets with highly accessible, patient-centered care. They strive to build relationships that lead to long-term health through connections to primary care, social services, housing, and other resources.

Structural Racism: A system in which public policies, institutional practices, cultural representations, and other norms work in various, often reinforcing ways to perpetuate racial group inequity.

System Performance Measure: Measures defined by HUD to evaluate and improve homeless assistance programs by understanding how programs are functioning as a whole and identifying where improvements are necessary.

Transition Age Youth (TAY): youth between the ages of 18 and 24.

Unsheltered homelessness: A person with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground.

Acronyms Used in the Home Together 2026 Plan

BIPOC: Black, Indigenous and People of Color

CoC: Continuum of Care

CRE: Centering Racial Equity in Homeless System Design report

DHCS: California's Department of Health Care Services

EOH: EveryOne Home

HCSA: Health Care Services Agency

HHAP: Homeless, Housing Assistance Program

HIC: Housing Inventory Count

HMIS: Homeless Management Information System

HRC: Housing Resource Center

HUD: US Department of Housing and Urban Development

IPV: Intimate Partner Violence

LGBTQ: stands for lesbian, gay, bisexual, transgender, queer/questioning

OHCC: Alameda County's Office of Homeless Care and Coordination

PIT: Point-In-Time

DRAFT

PSH: Permanent Supportive Housing

PTSD: Post-traumatic stress disorder

RBA: Results Based Accountability

RRH: Rapid Re-Housing

SMI: Serious Mental Illness

SUD: Substance Abuse Disorder

TAY: Transition Age Youth

TH: Transitional Housing

THP: Transitional Housing Program

UIY: Unaccompanied Immigrant Youth

VA: U.S. Department of Veteran's Affairs

YHDP: Youth Homelessness Demonstration Program

DRAFT

LIVERMORE
CALIFORNIA

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

DATE: April 25, 2022

TO: Honorable Mayor and City Council

FROM: Marc Roberts, City Manager

SUBJECT: Resolution designating the Administrative Services Director as the City Treasurer

RECOMMENDED ACTION

Staff recommends City Council adopt a resolution designating the Administrative Services Director as the City Treasurer.

SUMMARY

Due to the retirement of Douglas Alessio, the current appointment of the Administrative Services Director as City Treasurer was rescinded in December 2021 and the Finance Manager was appointed to the position of City Treasurer until such time as the City Manager filled the Administrative Services Director position. The City Manager appointed Tina Olson as the Administrative Services Director effective March 7, 2022. The Finance Manager is retiring effective April 25, 2022, which necessitates replacing the Finance Manager with the Administrative Services Director as the City's Treasurer.

DISCUSSION

On January 9, 2012, Resolution No. 2012-004 was adopted appointing the person holding the title of Administrative Services Director for the City of Livermore to serve as its City Treasurer.

The Treasurer is responsible for receiving, disbursing, and securing, the City's pooled cash. Financial reporting is also a large duty of the City Treasurer, as statements on the City's financial standing are needed by a variety of other state and local offices. In addition to administering certain financial activities as set forth in the Livermore Municipal Code, the Treasurer is also responsible for the collection of delinquent fees and taxes. The City Treasurer also has a fiduciary responsibility for the purchase and sale of bonds for the City.

On June 28, 2021, pursuant to California Government Code Section 53607, the City Council adopted Resolution No. 2021-108, adopting the City of Livermore Investment Policy and delegating to the Administrative Services Director serving as the City Treasurer for a period of twelve (12) months, giving the authority to invest the City's pooled treasury funds in accordance with the Investment Policy.

As previously noted, on December 13, 2021, City Council adopted Resolution 2021-216 to appoint the Finance Manager as the City Treasurer after the retirement of Douglas Alessio, the previous Administrative Services Director. Since then, the City Manager appointed Tina Olson as Administrative Services Director effective March 14, 2022. In addition, the Finance Manager is retiring effective April 25, 2022, necessitating designating the Administrative Services Director as the City Treasurer.

To ensure that the City continues to have a City Treasurer after the Finance manager retires, staff recommends that City Council adopt a resolution designating the Administrative Services Director as the City Treasurer to associate the treasury functions and powers with the position rather than a particular person by name who may leave or be reassigned.

Staff also recommends that the City Council delegate the authority to invest the City's pooled treasury funds in accordance with the Investment Policy to the Administrative Services Director serving as the City Treasurer and that all references to the Finance Manager in the Investment Policy be amended to read Administrative Services Director.

The delegation of investment authority and responsibility from the City Council to the Administrative Services Director serving as the City Treasurer will allow the Administrative Services Department to continue the prudent investment of the City’s pooled treasury funds and manage the City's cash flow needs.

FISCAL AND ADMINISTRATIVE IMPACTS

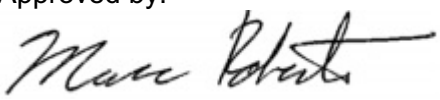
There are no fiscal or administrative impacts associated with this appointment.

ATTACHMENTS

1. Resolution

Prepared by: Tina Olson
Administrative Services Director

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION DESIGNATING THE FINANCE MANAGER AS THE CITY TREASURER

The City of Livermore is a general law city of the State of California.

The City Treasurer is a statutory position for a general law city. Government Code section 36508 provides that general law cities may designate their treasurers by City Council appointment, after voter approval for the Council to do so.

In 1999, the voters in the City of Livermore approved a measure directing that the position of City Treasurer be a Council-appointed position. Soon after in 2000, the City Council adopted Livermore Municipal Code section 2.13.010, which vests the City Council with the power to appoint the City Treasurer. Since that time, the Council has appointed Livermore's City Treasurer.

On January 9, 2012, the City Council adopted Resolution No. 2012-004 appointing the person holding the title of Administrative Services Director for the City of Livermore to serve as the City Treasurer for the City of Livermore. The treasury functions and powers were associated with the position of Administrative Services Director, rather than a particular person by name who may leave or be reassigned.

On June 28, 2021, the City Council adopted Resolution No. 2021-108 adopting the City of Livermore Investment Policy and delegating investment delegated to the Administrative Services Director serving as the City Treasure for a period of twelve months the authority to invest the City's pooled treasury funds in accordance with the Investment Policy.

Effective September 13, 2021, Douglas Alessio was promoted from Administrative Services Director to Assistant City Manager, but he continued to concurrently hold the title and responsibility for the Administrative Services Director position, and therefore the City Treasurer.

On November 30, 2021, Douglas Alessio, the Assistant City Manager/Administrative Services Director, retired.

On December 13, 2021, the City Council adopted Resolution No. 2021-216 appointing the person holding the title of Finance Manager for the City of Livermore to serve as the City Treasurer for the City of Livermore.

On March 7, 2022, the City Manager appointed a new Administrative Services Director, Tina Olson and the Finance Manager, Bhavna Chaudhary, is retiring effective April 25, 2022

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that Resolution No. 2021-216 appointing the Finance Manager to fill the position of City Treasurer is hereby rescinded.

BE IT FURTHER RESOLVED that the City Council determines that the person serving as the Administrative Services Director shall serve as the City Treasurer, and hereby appoints the person holding the title of Administrative Services Director for the City of Livermore to serve as the City Treasurer for the City of Livermore.

BE IT FURTHER RESOLVED now that Resolution 2021-216 has been rescinded, the Investment Policy adopted by Resolution 2021-108 is also amended to replace all references to the "Finance Manager" to return to language in the Investment Policy as adopted by Resolution 2021-108 to now refer to the "Administrative Services Director," and the authority to invest the City's pooled treasury funds in accordance with the Investment Policy is once again delegated to the Administrative Services Director as set forth in the Investment Policy.

On motion of Council Member _____, seconded by Council Member _____, the City Council passed the foregoing resolution on April 25, 2022, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Jason Alcala
Jason Alcala
City Attorney

LIVERMORE
CALIFORNIA

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

DATE: April 25, 2022

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Hearing to consider the Community Development Block Grant (CDBG) and HOME Investment Partnership Program's Annual Action Plan for FY 2022-23 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 FY 2022-23 Annual Action Plan for the HOME Investment Partnership and Community Development Block Grant Programs and authorizing its submittal to Alameda County for inclusion with the Alameda County HOME Consortium report and submission to the U.S. Department of Housing and Urban Development (HUD); and
2. Authorizing the City Manager, or his designee, to sign all related documents, and to make adjustments to the Action Plan as needed based on the HUD allocation.

SUMMARY

The US Department of Housing and Urban Development (HUD) requires that all state, county, and local governments receiving Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds complete an Annual Action Plan that identifies federal, state, and local funding resources the City will utilize to meet the priorities established in its Five-Year Consolidated Plan (Consolidated Plan) covering Fiscal Years 2020-2024.

DISCUSSION

The Annual Action Plan identifies the agencies recommended by the Housing and Human Services Commission to the City Council to receive CDBG and HOME funding, how each of the selected agencies meet the funding goals and priorities established in the City's Consolidated Plan, and the ways in which CDBG and HOME funds will be leveraged with other local resources (see Resolution Exhibits A and B for the Action Plan and required HUD certifications). As part of this process, the City Council must hold a public hearing to solicit public comments regarding the FY 2022-23 Annual Action Plan activities and proposed funding allocations.

The Action Plan identifies federal, state, and local resources available to the City of Livermore that will be utilized to meet the priorities established in the Consolidated Plan. Priorities and goals identified in the Action Plan will support a continuum of programs that help low-income, underserved Livermore families achieve a goal of self-sufficiency. Also included in the Action Plan are programs to support a continuum of housing resources to assist low-income renters and homeowners, persons experiencing homelessness and/or persons at risk of homelessness, and to reduce incidents of housing discrimination through education on fair housing laws. The programs funded will also support a wide range of services that assist limited English-speaking persons and special needs populations including the disabled and seniors.

As a part of the application process, subrecipients of grant funds are required to identify how they will complete quantifiable goals related to creating suitable living environments, decent affordable housing, and/or increasing economic opportunities for low-income persons. Staff estimates that the City's grantees will serve over 10,000 low-income Livermore residents over the next year.

FISCAL AND ADMINISTRATIVE IMPACTS

Funding for the projects and/or programs identified in the Action Plan will be made available through federal CDBG funding (Fund 613) in the estimated amount of $432,000 and federal HOME funding (Fund 671) in the estimated amount of $139,500. The City has not received the final FY 2022-23 allocation amounts from HUD, and the estimated amounts included in this report are based on the prior fiscal year allocation amount. The grant awards will be increased or decreased proportionally from the estimated amounts once the final allocation is received. Administrative costs associated with preparation and execution of the FY 2022-23 Action Plan are reimbursed through the City's CDBG and/or HOME entitlement allocations.

ATTACHMENTS

1. Resolution
2. Exhibit A- FY 2022-23 Annual Action Plan
3. Exhibit B- HUD Certifications

Prepared by: Amy Walker
Management Analyst 1

Approved by:

Marc Roberts
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING THE FY 2022-23 ANNUAL ACTION PLAN AND AUTHORIZING SUBMITTAL TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Each year, the City of Livermore receives federal Community Development Block Grant ("CDBG") funds as an entitlement City, as well as HOME Partnership Investment ("HOME") funds as part of the Alameda County HOME Consortium, from the U.S. Department of Housing and Urban Development ("HUD") for allocation to eligible non-profit and public service organizations whose mission is to serve low-income residents in Livermore.

A requirement of receiving federal CDBG and HOME funds is the submittal of the City's Five-Year Consolidated Plan (FYs 2020-24), and submittal of an Annual Action Plan update each year to HUD which identifies the City's goals, priorities, and plans of implementation to serve Livermore's low-income residents as outlined in the Five-Year Consolidated Plan.

Based on historical allocations, staff estimated conservatively that the City would receive approximately $432,000 in CDBG funds and $139,500 in HOME funds. The City will increase or decrease the estimated amount proportionally once HUD notifies the City of the final allocation amounts.

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

1. Approval of the FY 2022-23 Annual Action Plan and HUD Certifications, attached hereto as Exhibits A and B and incorporated by this reference, and their inclusion into the Alameda County HOME Consortium Report for submittal to HUD;

2. The City Manager, or his designee, is authorized to execute all related Annual Action Plan documents on behalf of the City for submittal to HUD and make minor adjustments to the Action Plan as needed based on the actual HUD allocation.

3. The City Manager is authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution, including approving minor changes.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on April 25, 2022, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Assistant City Attorney

Exhibit A – FY 2022-23 Annual Action Plan
Exhibit B – HUD Certifications

ACTION PLAN

FY 2022-2023

DRAFT

LIVERMORE
CALIFORNIA

MEMBER OF THE ALAMEDA COUNTY

HOME CONSORTIUM

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The City of Livermore's Fiscal Year (FY) 2022-2023 Annual Action Plan identifies Federal, State, and local resources the City of Livermore will utilize to meet its goals and priorities related to affordable housing and community development activities as outlined in the FY 2020-2024 Five-Year Consolidated Plan for the Alameda County HOME Consortium, of which the City of Livermore is a member jurisdiction. The Five-year Consolidated Plan and associated Annual Action Plan are the required planning documents completed by entitlement jurisdictions to receive federal funding through the United States Department of Housing and Urban Development (HUD).

The Annual Action Plan identifies the proposed goals, activities, outcomes, and budget for the new fiscal year and the funding resources allocated to the Housing and Community Development projects to meet its established goals.

In FY 2022-2023, the City of Livermore anticipates receiving approximately $432,000 of Community Development Block Grant (CDBG) entitlement funding from the US Department of Housing and Urban Development, and $139,500 of federal HOME Investment Partnerships Program (HOME) funds through the Alameda County HOME Consortium. As of March 24, 2022, the City has not received the final FY22 allocation amounts from HUD. The grant awards will be increased or decreased proportionally from the estimated amounts once the final allocation is received.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

City programs will address the three main CDBG program goals of 1) creating Economic Opportunities; 2) Creating Suitable Living Environments, and 3) Providing Decent Affordable Housing. Additionally, as required by HUD, City-funded activities and programs will meet one of the three CDBG national objectives of 1) Benefiting low-and moderate-income (LMI) persons; 2) Assisting in the prevention and/or elimination of slums and blight; and/or 3) Meeting an urgent need.

The FY 2022-2023 Livermore Action Plan includes activities to be undertaken by the City of Livermore to implement the Five-Year (FY 2020-24) Consolidated Plan by contributing the following Consolidated Plan goals:

- Provide rental assistance to target populations as well as people economically impacted by a disaster or emergency, such as the COVID 19 pandemic
- Support public service programs for low-income community members, preserving safety net services for families and individuals who are underserved or impacted by a disaster or emergency such as the COVID 19 pandemic
- Acquire and make improvements, including ADA accessibility and emergency preparedness, to public facilities, such as curbs and sidewalks, neighborhood parks and recreational improvements, homeless facilities, and other public facilities/community centers

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Livermore continues to make progress in supporting and developing a continuum of housing resources and social services that will support low-income and vulnerable community members, despite numerous obstacles. The City's Housing and Human Services Division annually monitors Subrecipient agencies that receive Housing and Human Services Grant (HHSG) funds. Staff reviews each agency's programmatic, fiscal management and performance goals. This information is factored into the Human Service Commission's discussion and evaluation of the agencies' future request for funding through the annual grant application process. The Commission also uses this information to recommend grant funding to the City Council.

The City's performance relative to its annual objectives can be reviewed in the Consolidated Annual Performance and Evaluation Report (CAPER) that is prepared following the completion of the fiscal year. A draft CAPER is posted for public review to provide an opportunity for public comment on the prior grant cycle's performance.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The Annual Action Plan was developed through a series of community meetings, public hearings and outreach conducted by the City and the Human Services Commission (HSC) and included input from a variety of community members, organizations, and agencies. In Fall 2020, City of Livermore Human Services staff partnered with the Housing Authority, school district, and multiple social services providers to solicit input directly from community members about what social services are most needed. 213 community members participated in this process. Additionally, the City consulted with representatives from the Livermore Area Recreation and Park District, Housing Authority, School District, and numerous nonprofit organizations on pressing social service needs at a September 28, 2020, Provider Forum.

These priority needs were shared both at a Special Meeting of the Livermore Human Services Commission on October 22nd, 2020, as well as at a Public Hearing that was part of the November 23, 2020, Livermore City Council meeting.

On October 15th, 2020, members of the public as well as County mental health agencies and community-based organizations participated in the Livermore City Council Subcommittee on Homelessness' community meeting on mental health access for people experiencing homelessness. City staff also participated in a March 17th, 2021, convening of local organizations and jurisdictions to discuss rising food insecurity in the East County due to the pandemic.

In addition to the above outreach, under the direction of the Human Services Commission, in September 2021 staff sent out an additional survey to our local nonprofit services providers. The responses to the survey were used to update the needs assessment.

These priority needs were shared both at a Livermore Human Services Commission on October 12, 2021, as well as at a Public Hearing that was part of the November 22, 2021, Livermore City Council meeting

The Livermore Human Services Commission then considered what activities to include in the annual Action Plan as part of its grant funding recommendation process at two public meetings in 2022. A 30-day public review period on the draft FY 2022-2023 Action Plan is occurring from March 24, 2022 through April 25, 2022. The draft action plan will be reviewed at a public hearing at the April 25, 2022, City Council meeting. The City of Livermore's notice of the 30-day review period and the City Council's public hearing date was published in both a local English-language newspaper as well as a Spanish-language newspaper. The City made the draft Action Plan available for public review on its website.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Public Comments related to the annual Action Plan received at or prior to the Livermore City Council's Public Hearing on April 25, 2022, will be accepted and included in the final document as needed.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments were received and documented.

7. Summary

In responding to HUD's policy priorities, the City of Livermore and the Livermore Human Services Commission Action Plan activities for FY 2022-2023 focus on addressing the essential needs of low- and very low-income community members in Livermore and are in alignment with the City and HUD goals and priorities.

The next sections of the Action Plan include an overview of the consultation and coordination efforts made by the City of Livermore in developing its annual Action Plan. Section AP-10 consists of a summary of the citizen participation process implemented for the City's annual Housing and Human Services Grants (HHSG) Program. Section AP-12 has a review of expected federal and local resources available to implement the HHSG Program including a description of leveraging plans and uses of publicly owned land. Section AP-15 is a description of the City's annual goals and objectives related to the implementation of the HHSG Program and a description of activities to undertake during program year. Sections AP-20, AP-38, and AP-35 describe the geographical distribution of assistance and Section AP-50 through AP85 describe the City's affordable housing actions, public housing, homeless, special needs, reducing barriers to affordable housing to meet underserved needs, reducing lead-based paint hazards, and reducing the number of families living in poverty.

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	LIVERMORE	
CDBG Administrator	LIVERMORE	City of Livermore-Community Development Department
HOPWA Administrator		
HOME Administrator		
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative

The City of Livermore Housing and Human Services Division within the Community Development Department is responsible for preparing the Five-Year Consolidated Plan, Annual Action Plan, Consolidated Annual Performance and Evaluation Report (CAPER), and additional related documents. The City of Livermore is a CDBG Entitlement jurisdiction. The City is a member jurisdiction of the Alameda County HOME Consortium and receives HOME Program funds through Alameda County as a member city of the Consortium. Alameda County serves as the entitlement jurisdiction for the Alameda County HOME Consortium.

Consolidated Plan Public Contact Information

Amy Walker, Human Services Analyst
1052 S. Livermore Avenue, Livermore, California 94550
925-960-4591
aiwalker@cityoflivermore.net

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The Five-Year Consolidated Plan and Annual Action Plan are based on information developed and compiled from public and nonprofit partner agencies as well as the general public. Built on interagency coordination, consultation, and public participation, both plans focus attention on housing and community development needs and resources available to meet these needs. Contributing agencies include the Livermore Housing Authority, Livermore Area Recreation and Parks District (LARPD), nonprofit service providers, the Alameda County Housing and Community Development Department, and the Alameda County Continuum of Care.

The HOME Consortium Action Plan was also prepared in consultation with other public and private entities. The HOME Consortium Technical Advisory Committee, composed of staff from all jurisdictions in the HOME Consortium, provides policy input into the Action Plan planning process.

In Fall 2020, City of Livermore Human Services staff partnered with the Housing Authority, school district, and multiple social services providers to solicit input from community members about what social services are most needed. The process involved tabling at service locations and distributing suggestion cards, conducting digital community meetings in English and Spanish, and a survey for community members to vote on social service priorities. 213 community members participated in this process. These priority needs were shared both at a Special Meeting of the Livermore Human Services Commission on October 22, 2020 and presented to City Council at a Public Hearing on November 23, 2020.

In addition to the above outreach, under the direction of the Human Services Commission, in September 2021 staff sent out an additional survey to our local nonprofit services providers. The responses to the survey were used to update the needs assessment. These priority needs were shared both at a Livermore Human Services Commission on October 12, 2021, as well as at a Public Hearing that was part of the November 22, 2021, Livermore City Council meeting.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

There are several organizations whose activities are related to the provision of affordable housing and human service programs in the City of Livermore. The City actively works with the numerous affordable housing developers, community based organizations, governmental agencies, healthcare institutions, and education providers through funding partnerships and coordination meetings to continually enhance collaboration and identify new partnership opportunities.

Activities to address the housing needs of the homeless, extremely low-income persons with severe mental illness, and those living with HIV/AIDS center on the implementation of the

EveryOne Home Plan throughout Alameda County, which is a unique collaboration among community stakeholders, cities, and Alameda County government agencies representing three separate care systems: homeless services, HIV/AIDS services, and mental health services that share overlapping client populations. Each of the stakeholders recognize that stable housing is a critical cornerstone to the health and well-being of the homeless and those at-risk of homelessness, and our communities.

In addition, the cities of Dublin, Livermore and Pleasanton are partnering with Axis Community Health to develop and fund a Mental Health Urgent Care program. Axis Mental Health Urgent Care Center is available to all members of the community, regardless of income or insurance status. Individuals and families with urgent mental health needs will be able to call for same-day appointments via telehealth, and ultimately, in person subject to COVID conditions. The Center will serve as a central entry point for assessment, triage, treatment, and care coordination for anyone seeking mental health treatment, regardless of insurance type or status. Like a medical urgent care setting, the Center will provide assessment and timely connection to services in a setting that is less costly to operate than an emergency department.

Once a month the cities of Dublin, Livermore and Pleasanton meet with Senior Service providers in the Tri-Valley to hear updates on their services provided, needs, and any other items that might need to be discussed. This meeting valuable to be able to coordinate and collaborate with the providers on a consistent basis.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Coordination with Alameda County departments, local jurisdictions, East County service providers, community groups, and citizens provide a broad knowledgebase of housing and social service needs within Livermore. Organizations serving the homeless, including Alameda County Health Care Services Agency, Alameda County Health Care for the Homeless, EveryOne Home, and local homeless service providers, advise on the needs of people experiencing homelessness.

The EveryOne Home collective impact initiative, which also functions as the Alameda County Homeless Continuum of Care, is supported by a community-based backbone organization, and guided by a Leadership Board comprised of jurisdictional appointed members and key community constituencies such as consumers, cities, nonprofit service providers and housing developers, businesses, law enforcement, housing authorities, and faith-based organizations.

In 2021, EveryOne Home, with the support of HUD technical assistance from Abt Associates, convened and facilitated a community process aimed at developing a model homeless response system through the framework of racial equity. The process resulted in specific crisis and permanent housing inventory recommendations. Leadership across the Continuum of Care are working together to implement this optimal system design that will effectively address the crisis needs of people experiencing homelessness and their permanent housing needs. Community stakeholders have agreed to use the racially equitable system model to guide strategic funding decisions for existing and new federal, state, and local resources.

The City of Livermore is supportive of the EveryOne Home initiatives to establish equitable system-wide outcomes and to evaluate effectiveness of programs against those outcomes. The key is to allow each City to align the plan with the local strategies to address homelessness. The updated EveryOne Home plan includes pursuing strategies that prevent people from becoming homeless, expand affordable housing, offer critical interventions that ensure the safety and dignity of people living without housing, and urgently reduce homelessness in our most impacted and vulnerable communities.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Livermore is not an entitlement jurisdiction for ESG funding.

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	ALAMEDA COUNTY HOUSING & COMMUNITY DEVELOPMENT
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Livermore is a part of the Alameda County HOME Consortium, which includes all 9 jurisdictions. As a Consortium, there are numerous consultation meetings to discuss individual and regional strategies, approaches, and trends. The Consortium and the Local Housing Authorities consulted to hold various local community group meetings that contributed to the Analysis of Impediments regional document. In addition, the City works closely with the department to administer homelessness programs funded through the State.
2	**Agency/Group/Organization**	ALAMEDA COUNTY HEALTHCARE FOR THE HOMELESS
	Agency/Group/Organization Type	Services-homeless Services-Health Other government – County
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City participates in monthly meetings of the ACHCH. Consultation with ACHCH staff includes assessment of East County Services and need for general health, behavioral, mental and drug addiction services. East County is working towards implementing a Street Outreach Medical Team.
3	**Agency/Group/Organization**	ALAMEDA COUNTY EVERYONE HOME
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City participates in all the planning meetings related to the Strategic Plan to reduce homelessness in Alameda County. The City participates in every Point in Time Count for the East County.
4	**Agency/Group/Organization**	ABODE SERVICES
	Agency/Group/Organization Type	Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City coordinates and meets regularly with services providers to assess needs and establish ways to coordinate services & partnerships on a regional level.
5	**Agency/Group/Organization**	TRI-VALLEY HAVEN
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City coordinates and meets regularly with services providers to assess needs and establish ways to coordinate services & partnerships on a regional level.
6	**Agency/Group/Organization**	AXIS COMMUNITY HEALTH
	Agency/Group/Organization Type	Services-Health
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City coordinates and meets regularly with services providers to assess needs and establish ways to coordinate services & partnerships on a regional level.

7	**Agency/Group/Organization**	OPEN HEART KITCHEN
	Agency/Group/Organization Type	Services-Elderly Persons Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City coordinates and meets regularly with services providers to assess needs and establish ways to coordinate services & partnerships on a regional level.
8	**Agency/Group/Organization**	SPECTRUM COMMUNITY SERVCIE
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City coordinates and meets regularly with services providers to assess needs and establish ways to coordinate services & partnerships on a regional level.
9	**Agency/Group/Organization**	CALICO Center
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City coordinates and meets regularly with services providers to assess needs and establish ways to coordinate services & partnerships on a regional level.
10	**Agency/Group/Organization**	SENIOR SUPPORT OF THE TRI-VALLEY
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City coordinates and meets regularly with services providers to assess needs and establish ways to coordinate services & partnerships on a regional level.
11	**Agency/Group/Organization**	LEGAL ASSISTANCE FOR SENIORS
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City coordinates and meets regularly with services providers to assess needs and establish ways to coordinate services & partnerships on a regional level.
12	**Agency/Group/Organization**	CITY OF LIVERMORE HOUSING AUTHORITY
	Agency/Group/Organization Type	PHA

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City coordinates and meets regularly with services providers to assess needs and establish ways to coordinate services & partnerships on a regional level.
13	**Agency/Group/Organization**	LIVERMORE AREA RECREATION AND PARKS DISTRICT
	Agency/Group/Organization Type	Agency - Management of Public Land or Water Resources Other government – Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City coordinates and meets regularly with services providers to assess needs and establish ways to coordinate services & partnerships on a regional level.

Identify any Agency Types not consulted and provide rationale for not consulting

Efforts were made to include as broad a group of community stakeholders as possible. No agency types were excluded from participation.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Table 3 - Other local / regional / federal planning efforts

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Alameda County Housing and Community Development Agency	The City's goals also provide for housing and services for all income levels including homeless, persons with mental health issues and all special need populations.
Analysis of Impediments to Fair Housing Choice	Alameda County Housing and Community Development Agency	The City's Action Plan activities help address the needs identified in the analysis for people experiencing homelessness and low-income families.

Narrative

The cities of Dublin, Livermore and Pleasanton regularly meet and collaborate on efforts to assess and develop capacity building for the Tri-Valley services providers within the three cities. In addition, the three cities are in the process of developing a Tri-Valley Regional Homelessness Strategic Framework and will be conducting a more comprehensive needs assessment that will update the 2011 Needs Assessment.

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The Annual Action Plan was developed through a series of community meetings, public hearings and outreach conducted by the City and the Human Services Commission (HSC). It included input from a variety of community members, organizations, agencies, the Livermore Human Services Commission, the Livermore City Council, and other stakeholders.

In Fall 2020, City of Livermore Human Services staff partnered with the Housing Authority, school district, and multiple social services providers to solicit input from community members about what social services are most needed. The process involved tabling at service locations and distributing suggestion cards, conducting digital community meetings in English and Spanish, and a survey for community members to vote on social service priorities. 213 community members participated in this process. These priority needs were shared both at a Special Meeting of the Livermore Human Services Commission on October 22, 2020, and presented to City Council at a Public Hearing on November 23, 2020.

In addition to the above outreach, under the direction of the Human Services Commission, in September 2021 staff sent out an additional survey to our local nonprofit services providers. The responses to the survey were used to update the needs assessment. These priority needs were shared both at a Livermore Human Services Commission on October 12, 2021, as well as at a Public Hearing that was part of the November 22, 2021, Livermore City Council meeting.

The Livermore Human Services Commission considered what activities to include in the annual Action Plan as part of its grant funding recommendations at two public meetings on February 8th and March 8th, 2022, which included opportunities for citizen participation.

A public review period on the draft FY 2022-2023 Action Plan began on March 24, 2022 and ended on April 25, 2022. The City of Livermore's notice of the 30-day review period and the City Council's public hearing date was noticed in both a local English-language newspaper as well as a Spanish-language newspaper. Alameda County also published notices regarding the HOME Consortium Annual Action Plan document throughout the County. The City made the draft Livermore documents available for public review on its website. A public hearing to consider Livermore's FY 2022-23 Action Plan was held at the City Council's April 25, 2022, meeting.

Citizen Participation Outreach

Table 4 – Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Community Outreach & Suggestion Cards	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Residents of Public and Assisted Housing People Experiencing Homelessness	In September 2020, 53 responses were received from tabling and distributing suggestion cards, meeting flyers, and grants information in English and Spanish at the Marilyn School Food Pantry, Housing Authority, and Asbury Showers. Providers distributed suggestion cards to Meals on Wheels clients, Open Heart Kitchen meal program participants, Housing Authority residents, and homeless resource sites (Vineyard). The City also distributed a Spanish Digital Suggestion Card widely on social media.	Priority Needs: Homeless Services, Food and Clothing, Youth Services, Rental Assistance, Affordable Housing, Technology Access	All comments were accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Residents of Public and Assisted Housing	In September 2020, 15 community members, most of whom were Latinx, participated in 2 digital meetings. One meeting was held in Spanish. Closed captioning was provided, the slides and flyers were ADA accessible, and the meetings were publicized through food pantries, the Housing Authority, and multilingual social media channels.	Priority Needs: Language access, Rental Assistance, Youth Services, Family Services, Homeless Services, Technology Access, Mental Health, especially as it relates to the pandemic.	All comments were accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Survey	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community People Experiencing Homelessness	In October 2020, 145 responses were received for a priority needs survey that was available in English and Spanish. Homeless service providers collected paper surveys from clients. Service providers distributed paper and digital flyers in English and Spanish with the survey's QR code & link. Survey results were disaggregated by race and income.	Priority Needs: Mental Health Services & Substance Use Programs, Affordable Housing, Homeless Services & Emergency Shelter, Others: Job Programs, Seniors Services, Assistance for People with Disabilities	All comments were accepted.	
4	Public Hearing	Non-targeted/broad community	On November 22, 2021, the City Council held a public hearing to obtain public comments related to priority housing and community development needs.	No comments were received.	All comments were accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Public Hearing	Non-targeted/broad community	On April 25, 2022, the City Council held a public hearing to obtain public comments related to the annual action plan.	No comments were received.	All comments were accepted.	

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The City of Livermore's anticipates receiving federal Community Development Block Grant (CDBG) allocations and HOME Investment Partnerships Program (HOME) funds through the Alameda County HOME Consortium during FY 2020-2024.

Anticipated Resources

Table 5 - Expected Resources – Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	432,000	0	0	432,000	880,000	The City anticipates receiving approximately $440,000 of CDBG allocation each year of the Consolidated Plan of its Five-Year Consolidated Plan.

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City leverages its CDBG entitlement funding and HOME Investment Partnership program funding with additional resources derived from local development fees as well as general City funds. Local funding sources include: Housing In-lieu (In-lieu) funds that are allocated solely for housing projects and/or programs; Social and Human Service Facility Fees (HSFF) that are exclusively allocated to capital projects that support human services projects targeting very-low and low-income persons; and Social Opportunity Endowment (SOE) funds that are allocated to public service programs assisting very-low and low-income persons. HOME Investment Partnership funds are earmarked for projects that provide tenant-based rental assistance to domestic violence survivors and people experiencing homelessness. The allocation of HOME funds is offered through the Alameda County HOME Consortium, of which the City of Livermore is a member.

City General funds are used for specific projects such as the operation of the Multi-Service Center, 2-1-1, and homeless services. For Fiscal Year 2022-2023 the City of Livermore will contribute general funds for housing and supportive services for those experiencing homeless services.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Livermore has acquired several vacant parcels for the future development of affordable housing that is consistent with the City's goals and priorities as outlined in the City's Five-Year Consolidated Plan and the City’s General Plan Housing Element. The City also continues to support the operation of the Multi-Services Center, which is a City-owned building providing offices for non-profit services providers and helps address the need for increasing access to critical services.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Table 6 – Goals Summary

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Rental Assistance	2020	2024	Affordable Housing	City-wide	Housing	CDBG: $80,630	Tenant-based rental assistance / Rapid Rehousing: 18 Households Assisted
2	Public Services	2020	2024	Homeless Non-Homeless Special Needs Non-Housing Community Development	City-wide	Community Development	CDBG: $64,800	Public service activities other than Low/Moderate Income Housing Benefit: 610 Persons Assisted
3	Public Facilities	2020	2024	Homeless Non-Housing Community Development	City-wide	Community Development	CDBG: $200,170	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 5050 Person Assisted Other: 2 Other

Goal Descriptions

1	**Goal Name**	Rental Assistance
	Goal Description	Provide rental assistance to target populations as well as people economically impacted by a disaster or emergency, such as the COVID 19 pandemic
2	**Goal Name**	Public Services
	Goal Description	Support public service programs for low-income community members, preserving safety net services for families and individuals who are underserved or impacted by a disaster or emergency such as the COVID 19 pandemic
3	**Goal Name**	Public Facilities
	Goal Description	Acquire and make improvements, including ADA accessibility and emergency preparedness, to public facilities, such as curbs and sidewalks, neighborhood parks and recreational improvements, homeless facilities, and other public facilities/community centers

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

The City anticipates adding at least 100 affordable housing units throughout the FY 2020-2024 Consolidated Plan period through 3 projects currently under development. In addition to creating new housing units for persons experiencing homelessness, the Vineyard Housing and Services project will expand an existing food and homeless services site to provide critical infrastructure for addressing the City's strategic plan goals. The Ageno project will provide affordable units for 55 years to households with incomes up to 50% of the median income and the Avance project will provide services-enriched housing units targeted to persons with developmental disabilities.

In the upcoming program year, the City expects to serve over 5,678 low-income Livermore community members through its annual CDBG entitlement.

AP-35 Projects - 91.420, 91.220(d)

Introduction

This section of the Livermore Action Plan includes the proposed projects and activities to be undertaken by the City of Livermore to address the priority needs and goals identified in the Housing and Community Development Strategic Plan contained in the FY 2020-2024 Consolidated Plan. The projects described in this section are funded with FY 2022-2023 federal resources from the Community Development Block Grant Program (CDBG) and HOME Investment Partnerships Program (HOME). A number of projects that the City funds through its Housing and Human Services Grants (HHSG) Program, which utilizes local funding sources such as the Livermore Social Opportunity Endowment (SOE), In-Lieu Housing Funds, and Human Services Facilities Fee Funds, are not included in this project list.

Table 7 – Project Information

#	Project Name
1	Axis Community Health- New Service Site
2	Abode-Tenant Based Rental Assistance (TBRA)
3	Tri-Valley Haven - Tenant Based Rental Assistance (TBRA)
4	Section 108 Loan Repayment-Axis Medical Clinic
5	Section 108 Loan Repayment - Hagemann Farm
6	Spectrum Community Services - Meals on Wheels
7	Open Heart Kitchen- Livermore Meal Programs
8	Administration: Support and Expand Community Services

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City of Livermore allocates its annual Housing and Human Services Grants Program funds to support the widest-ranging level of underserved needs in the community. The funding is allocated to a variety of housing and public service projects and activities to help address the priority needs identified in the five-year Consolidated Plan. Local funds such as the City's Social Opportunity Endowment, Human Services Facilities Fee, and the In-Lieu Housing Fund leverage federal funding. The main obstacle to addressing underserved needs is the excess of need over available funding and the downward trend in funding availability from a variety of sources. In preparing its 2020–2025 priorities, the City consulted with community-based service providers, residents, and City departments and boards. These entities helped to establish priority needs and objectives and identified the projects and activities that would best address those objectives.

The main obstacles to addressing underserved needs are:

1. The ongoing and downward trend in funding availability from a variety of sources, particularly in CDBG and HOME funds
2. Lack of accessible public information regarding existing social services
3. Lack of affordable housing compared to the growing demand
4. Lack of a homeless strategic framework
5. Lack of linguistically accessible services, particularly for Livermore's low-income Latino population
6. Economic impacts of the COVID-19 public health emergency

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Axis Community Health- New Service Site
	Target Area	City-wide
	Goals Supported	Public Facilities
	Needs Addressed	Community Development
	Funding	CDBG: $80,300
	Description	Acquisition and development of a new medical, dental, and behavioral health service facility in Livermore.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Axis anticipates serving 5050 low-income Livermore families.
	Location Description	Downtown Livermore
	Planned Activities	Purchase and renovate a new medical, dental, and behavioral health service site.

2	**Project Name**	Abode-Tenant Based Rental Assistance (TBRA)
	Target Area	City-wide
	Goals Supported	Rental Assistance
	Needs Addressed	Housing Homeless
	Funding	CDBG: $40,000
	Description	Abode-Tenant Based Rental Assistance (TBRA) Case Management
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Abode is estimated to provide housing and case management services to 8 extremely-low-income and very low-income homeless Livermore households.
	Location Description	Citywide
	Planned Activities	Provide housing subsidies, case management, mental health, educational/employment assistance, financial literacy, children/parenting services, and connections to community resources, for up to two years. CDBG funds will pay for Case Management.

3	**Project Name**	Tri-Valley Haven - Tenant Based Rental Assistance
	Target Area	City-wide
	Goals Supported	Rental Assistance
	Needs Addressed	Housing
	Funding	CDBG: $40,630
	Description	Assist clients of domestic violence with case management and tenant rental assistance for housing to promote self-sufficiency.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 10 Livermore domestic violence survivors and families will benefit from the proposed activities.
	Location Description	Citywide
	Planned Activities	Provide case management to domestic violence survivors receiving rental subsidies.

4	**Project Name**	Section 108 Loan Repayment-Axis Medical Clinic
	Target Area	City-wide
	Goals Supported	Public Facilities
	Needs Addressed	Community Development
	Funding	CDBG: $28,425
	Description	Funds will be used to pay principal and interest installments on loan used to develop the new Axis community health center.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	5925 W Las Positas Blvd, Pleasanton CA 94588
	Planned Activities	Planned repayment of Section 108 loan principal and interest

5	**Project Name**	Section 108 Loan Repayment - Hagemann Farm
	Target Area	City-wide
	Goals Supported	Public Facilities
	Needs Addressed	Community Development
	Funding	CDBG: $91,445
	Description	Funds will be used to pay principal and interest installments on loan used to acquire Hagemann Farm.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	455 Olivina Ave, Livermore, CA 94551
	Planned Activities	Planned repayment of Section 108 loan principal and interest

6	**Project Name**	Spectrum Community Services - Meals on Wheels
	Target Area	City-wide
	Goals Supported	Public Services
	Needs Addressed	Community Development
	Funding	CDBG: $40,000
	Description	Spectrum Community Services provides a Meals on Wheels program in Livermore, ensuring the delivery of nutritious meals and safety checks for homebound, elderly Livermore residents.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 160 homebound Livermore seniors will benefit from the proposed activities.
	Location Description	Citywide
	Planned Activities	Deliver nutritious meals and provide safety checks to homebound elderly Livermore residents.

7	**Project Name**	Open Heart Kitchen- Livermore Meal Programs
	Target Area	City-wide
	Goals Supported	Public Services
	Needs Addressed	Community Development
	Funding	CDBG: $24,800
	Description	Open Heart Kitchen serve nutritious prepared meals to seniors and the unsheltered in Livermore.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 450 Senior and unsheltered Livermore residents will benefit from the proposed activities.
	Location Description	Citywide
	Planned Activities	Deliver nutritious meals to Seniors at the Robert Livermore Community Center and deliver meals and other essential items to the unsheltered in Livermore

8	**Project Name**	Administration: Support and Expand Community Services
	Target Area	City-wide
	Goals Supported	Rental Assistance Public Services Public Facilities
	Needs Addressed	Housing Homeless Supportive Housing Community Development
	Funding	CDBG: $86,400
	Description	Administration: Support and expand community services.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Not Applicable
	Location Description	Citywide
	Planned Activities	Administration: Support and expand community services.

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

CDBG public service and capital funds will be made available throughout the City of Livermore. Funds will be distributed through the City of Livermore's Housing and Human Services Grant process. Organizations that are awarded program and project funding may have their main offices located in other cities within Alameda County (such as Dublin, Pleasanton, Fremont, Oakland, and Hayward). Services may be provided in neighboring jurisdictions, such as the cities of Pleasanton and Dublin, where funded agencies serve Livermore residents as part of services provided within the greater Tri-Valley area. However, all Livermore funded activities are required to serve only the City of Livermore eligible households.

Geographic Distribution

Table 8 - Geographic Distribution

Target Area	Percentage of Funds
City-wide	100

Rationale for the priorities for allocating investments geographically

For many programs and projects funded with CDBG funds, the exact location of the activity is not determined before funding the program as a whole. Some agencies provide services to the City of Livermore and to the Tri-Valley area, which is comprised of the cities of Livermore, Dublin, and Pleasanton. To leverage and maximize federal funding resources, cities in the Tri-Valley collaborate to ensure adequate coverage of needed services for the area. Examples of collaborative investments between the three cities include allocating funds to Open-Heart Kitchen, which provides hot meals to seniors and homeless individuals in Livermore, Dublin, and Pleasanton, and the Axis Community Health Facility in Pleasanton, which delivers medical services to Livermore, Dublin, and Pleasanton residents to accommodate the geographic need.

Discussion

Livermore, in collaboration with its community partners, will continue to provide services to its residents citywide. In response to the 2011 Eastern Alameda County Human Services Needs Assessment Report and Livermore’s most recent community needs workshops,

Livermore will continue to focus on the changing demographics and needs identified in existing assessments and annual community planning processes. Priority needs include those of priority populations such as seniors, low-income families of color, community members experiencing homelessness, and people with disabilities.

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

The City of Livermore utilizes a variety of its federal and local funding sources to incentivize affordable housing development in Livermore. The City maintains an Affordable Housing Fund to assist in the development and preservation of affordable housing and to help fund other housing related programs that assist lower income residents. The City typically generates an average of $500,000 per year from its impact fees that are placed in the Affordable Housing Fund to cover costs related to the acquisition, construction, and permanent financing of affordable housing units.

Actions it planned 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

The City of Livermore has adopted three local ordinances to assist in addressing the adverse effects of public policies that can serve as barriers to affordable housing. The ordinances require developers of both new residential and new non-residential developments to contribute to the City's affordable housing stock and to the development of infrastructure and facilities needed for delivering social services such as childcare, community care, and senior services. In addition, the City's Inclusionary Housing Ordinance requires that a portion of all units in a residential development be set aside as affordable for low and moderate income households. Residential projects of 10 units or less are not required to construct affordable housing units but must pay the affordable housing fee. Housing units produced as part of the State density bonus requirements are not subject to the City's inclusionary housing requirement. This ordinance effectively helps overcome market constraints to the provision of affordable housing by requiring developers to build a percentage of affordable units as part of their projects. The City will continue to implement and strengthen the ordinance to facilitate the production of affordable housing and review new policy options to encourage and facilitate the production of affordable units.

The Ordinance also has a "must build" requirement that affordable units be constructed on-site, which helps offset past market trends towards creating more expensive, low-density homes on available land. This requirement augments the City's affordable housing stock and provides an opportunity for lower-income households to enter the home ownership market. As almost all residential properties in Livermore are under private ownership, and even with the inclusionary housing fees, the City and nonprofit agencies have difficulty competing in the private market for land on which to develop affordable housing. Additionally, the Ordinance promotes mixed-income housing dispersed throughout the city, rather than concentrating affordable housing in specific locations, consistent with goals to achieve a socioeconomically integrated community, and provides residents within affordable housing units with access to services

and amenities such as parks, transit, and schools that are available in or near market-rate developments.

Discussion

The need for affordable housing has never been greater and the City continues to use its local financial resources and regulatory tools to produce affordable housing opportunities.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

This section describes actions that the City of Livermore plans to undertake in the program year and during the Consolidated Plan period (FY 2020-2024) to address the priority needs of the underserved residents of Livermore.

Actions planned to address obstacles to meeting underserved needs

In addition to utilizing local, state, and federal funds to support housing and human service provision, the City of Livermore will continue to administer three local ordinances that help address public service funding gaps. The need for more accessible public information regarding social services will be addressed by continually improving the Human Services website, continuing to develop and share communications regarding local human services, and prioritizing case management and service navigation in Housing and Human Service Grant funding decisions.

The City Council will continue working closely with staff to identify programs and strategies that align local needs and available resources to provide immediate health, safety, housing, and dignity measures to individuals and families experiencing homelessness. The City is also currently piloting several homeless and crisis stabilization programs, including a mental health urgent care pilot and funding a substance use disorder counselor to join the East County Homeless Health Street Health team.

Actions being taken to address the lack of linguistically accessible services include translating Housing and Human Services resources into Spanish, updating webpage information, and assessing language access as part of the grant application scoring process.

Actions planned to foster and maintain affordable housing

The City is addressing the lack of affordable housing by supporting and funding the development of new construction and the rehabilitation of affordable rental housing developments targeting households with incomes at or below fifty percent of the area median income (AMI). The City also funds nonprofit organizations with programs helping community members access and maintain affordable housing. Livermore prioritizes the development of units and implementation of housing programs that address the needs of priority groups, including individuals with disabilities, transitional age ("TAY") youth, large families, domestic violence survivors, seniors, and people experiencing homelessness. Through its Livermore Housing First initiative, the City is focused on developing permanent housing opportunities for community members experiencing homelessness. The City also continues to support and further explore the provision of emergency and transitional housing for these community members.

There are currently 3 City-funded affordable housing projects currently under development that will provide at least 100 affordable units to a range of target populations, including people with

developmental disabilities, people experiencing homelessness, and seniors.

The City also promotes affordable homeownership for low and moderate-income households through the City's mortgage assistance and Below Market Rate (Inclusionary) purchase programs.

Actions planned to reduce lead-based paint hazards

Incidences of lead paint that come to the City's attention are addressed for low-income residents through the Alameda County Healthy Homes program.

Actions planned to reduce the number of poverty-level families

The City of Livermore places a high value on the efforts and services that focus on preventing and reducing the number of community members experiencing poverty. The City and its partners coordinate on a diverse range of programs and services to support families living in poverty, including the Multi-Service Center. In addition to HUD CDBG and HOME funds, Livermore utilizes local funding sources to improve the lives of low-income families through its Housing and Human Services Grants program.

The City of Livermore will also continue participating in the Tri-Valley Anti-Poverty Collaborative, which brings together local jurisdictions, philanthropic institutions, social service providers, and community leaders to address issues of hidden poverty in the Tri-Valley Area.

The City will also continue to advance local efforts creating employment opportunities for low-income community members that are described in the City's 2020-2025 Economic Development Strategic Plan and the FY2020-2024 Consolidated Plan Economic Development Market Analysis (MA-45).

Actions planned to develop institutional structure

The Housing and Human Services Division, which is part of the Community Development Department, has the primary responsibility for managing the development and implementation of affordable housing and human services programs. The City partners with local organizations to provide locally and federally funded human services through the Housing and Human Services Grants program. The City of Livermore Human Services Commission provides strategic guidance for the HHSG program by helping to identify priority community needs, evaluating grant performance, providing funding recommendations to Livermore City Council.

In the upcoming program year, the City of Livermore will continue to partner with the City's collaborative and active ecosystem of community-based organizations to deliver social, educational, and recreational services. The City will also continue to work with its partners and County agencies to address gaps in the institutional delivery structure and improve service accessibility for East County community members. Examples of planned actions include working with neighboring jurisdictions to build capacity for current service providers, helping County agencies better understand local service needs, and identifying ways to partner with faith

communities on streamlining resources and support for local service providers.

Actions planned to enhance coordination between public and private housing and social service agencies

The Housing and Human Services Division, which is part of the Community Development Department, has the primary responsibility for managing the development and implementation of affordable housing and human services programs. The City partners with local organizations to provide locally and federally funded human services through the Housing and Human Services Grants program. The City of Livermore Human Services Commission provides strategic guidance for the HHSG program by helping to identify priority community needs, evaluating grant performance, providing funding recommendations to Livermore City Council.

In the upcoming program year, the City of Livermore will continue to partner with nonprofit housing organizations, the Livermore Housing Authority, and County social service agencies to produce more affordable housing, strengthen local nonprofit capacity, and increase access to critical safety net services for communities with the greatest barriers.

Discussion

In the upcoming program year, the City of Livermore will continue providing affordable housing opportunities and social services that meet the needs of low-income Livermore community members. The City continues to work proactively to implement its housing goals, policies, and programs that include addressing and mitigating potential obstacles, both market and governmental, to housing. The City will continue partnerships with other jurisdictions, cities, and non-profits to meet its goals.

The City of Livermore will continue to implement programs and policies that help community members navigate economic impacts of the COVID-19 public health emergency, such as eviction prevention services for renters and Human Services Grants providing critical safety net and crisis stabilization services.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

One project typically generates program income for the City of Livermore: the Housing Rehabilitation program. We do not anticipate receiving any program income from the Housing Rehabilitation program in the upcoming fiscal year.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	99.00%

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

_____ _____

Signature of Authorized Official Date

City Manager
Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2022-2023 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

_____ _____

Signature of Authorized Official Date

City Manager
Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

_____ _____

Signature of Authorized Official Date

City Manager
Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

_____ _____

Signature of Authorized Official Date

City Manager
Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

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.

EXHIBIT B

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier: B-22-MC-06-0041

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): 94-6000359

* c. UEI: 086168564000

d. Address:

* Street1: 1052 South Livermore
Street2:
* City: Livermore
County/Parish:
* State: CA: California
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 94550-4899

e. Organizational Unit:

Department Name: Community Development Dept

Division Name: Housing and Human Services

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:
* First Name: Amy
Middle Name:
* Last Name: Walker
Suffix:

Title: Management Analyst I

Organizational Affiliation:

* Telephone Number: 925-960-451
Fax Number:

* Email: aiwalker@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:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

US Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14-218

CFDA Title:

*** 12. Funding Opportunity Number:**

2022

* Title:

Community Development Block Grant Entitlement

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

City of Livermore, California
Community Development Block Grant Entitlement
FY 2022-23

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 10 | * b. Program/Project: 10

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 07/01/2022 | * b. End Date: 06/30/2023

18. Estimated Funding ($):

* a. Federal	
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	0.00

*** 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? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

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:	
* First Name:	Marc
Middle Name:	
* Last Name:	Roberts
Suffix:	
* Title:	City Manager
* Telephone Number:	925-960-4051
Fax Number:	
* Email:	mroberts@livermoreca.gov
* Signature of Authorized Representative:	
* Date Signed:	

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	City Manager
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Livermore	

SF-424D (Rev. 7-97) Back

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

LIVERMORE
CALIFORNIA

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

DATE: April 25, 2022

TO: Honorable Mayor and City Council

FROM: Jeramy Young, Police Chief

SUBJECT: Hearing to introduce an ordinance amending Livermore Municipal Code (LMC) Chapter 8.14 Public Nuisances to add Safe Storage of Firearm provisions to effectively regulate the safe storage of a firearm in a residence.

RECOMMENDED ACTION

Staff recommends the City Council **introduce an ordinance** amending Livermore Municipal Code (LMC) Chapter 8.14 Public Nuisances and adding “Unsafe Storage of Firearms" provisions to Chapter 8.14 to effectively regulate the safe storage of a firearm in a residence.

SUMMARY

Livermore Municipal Code (LMC) Chapter 8.14 Public Nuisances promotes and protects public safety, aesthetics, and general welfare of the Livermore community against activities and conditions that negatively interfere with community at large. Currently, LMC Section 9.80.012 only requires a firearm dealer, doing business with the City, to provide a trigger lock, or similar device, to prevent the unintentional discharge of the firearm upon the sale or lease of a firearm. Amending and adding “Unsafe Storage of Firearms” to Chapter 8.14 would specifically address the safe storage of a firearm in a residence and currently is not addressed in the LMC.

DISCUSSION

The unsafe storage of firearms threatens public safety and general welfare of the Livermore community. A 2016 study of gun ownership published in the American Journal of Public Health, found that while millions of responsible gun owners follow recommended storage practices, an estimated 54% do not properly lock up their guns, preventing access to unauthorized or at-risk individuals and children.

Per California state law, a person or gun owner may be criminally liable under Penal Code Section 25100 if all of the following occur:

1. The person keeps any firearm within any premises that are under the person’s custody or control.
2. The person knows or reasonably should know that a child is likely to gain access to the firearm

without the permission of the child's parent or legal guardian, or that a person prohibited from possessing a firearm or deadly weapon pursuant to state or federal law is likely to gain access to the firearm.
3. The child obtains access to the firearm and thereby causes death or great bodily injury to the child or any other person, or the person prohibited from possessing a firearm or deadly weapon pursuant to state or federal law obtains access to the firearm and thereby causes death or great bodily injury to themselves or any other person.

The safe storage of a firearm amendment to LMC Section 8.14.020 will specifically address the requirement to safely store a firearm in a residence. Failure to do so is a public nuisance that may be abated under the emergency abatement procedures in Chapter 8.15. The City may also issue administrative citations for violations.

The intent of the amendment is to prevent access to firearms by children and other persons who may be at risk of harming themselves or others by prohibiting a person from keeping a firearm in any residence unless the firearm is stored in a locked container or the firearm's trigger lock is engaged.

Based on LMC Section 1.20.050 Amount of Fine, penalties for violations are as follows:
1. One hundred dollars per day, per violation, for a first violation.
2. Two hundred dollars per day, per violation, for a second violation of the same ordinance within one year; and
3. Five hundred dollars per day, per violation, for each additional violation of the same ordinance within one year.

FISCAL AND ADMINISTRATIVE IMPACTS

No impacts.

ATTACHMENTS

1. Public Comment Received
2. Ordinance

Prepared by: Kelly Johnson
Administrative Assistant

Approved by:

Marc Roberts
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

From: Robert Panas
To: Cityclerk - Livermore
Subject: Email in support of upcoming City Council vote on April 25
Date: Monday, April 4, 2022 8:01:31 AM

Dear Mayor and Council Members,

I am a parent of two small children and a Livermore resident. I am writing to ask for your support for a Safe Storage Firearms Ordinance in Livermore which would require all firearms in a residence to be securely stored in a locked container or disabled with a trigger lock. This issue is important to me to ensure that no children are ever lost to an entirely avoidable accident. We have ensured all our firearms are safely stored or locked, and this just seems like a prudent solution across the whole community.

These kinds of ordinances are more important than ever given the recent rise in gun sales and the resulting 43% increase in the unintentional deaths of small children as well as 9% increase in teen suicides. I see no reason for this ordinance to be in conflict with self-protection, as a gun can be accessed within seconds by the authorized user. The lock does prevent unintentional deaths of children and teen suicides, by as much as 85% depending on the type of storage.

Let's use all the tools available to us to keep everyone safe in Livermore.

Thank you for your time,
Robert Panas
[redacted], Livermore, CA 94550

From: Ann Laye
To: Cityclerk - Livermore
Subject: Letter to Mayor Woerner and the Livermore City Council
Date: Monday, April 18, 2022 7:43:37 PM

Please forward to the Mayor and council members. Thank you.

Dear Mayor Woerner and City Council Members,

I am writing to you today as a 40 year resident of Livermore. Although I have just recently moved to be closer to family, I care deeply about the Livermore Community where I raised my children and taught school.

The escalating gun violence in cities across our nation is unacceptable and continues to touch the most vulnerable. Nearly everyday in this nation a small child unintentionally kills himself or another child, and teens commit suicide using unsecured firearms typically found in their home or a relative's home. Livermore has an opportunity to help prevent this in THEIR community by adopting a safe storage ordinance that clearly defines what a gun owner must do to protect those in their homes from these tragedies. Studies indicate that more than half of gun owners are negligent in storing their weapons safely. Reminding these owners of their responsibility through an ordinance and Public Service Announcements will save lives. This is not a Second Amendment issue . It is a public safety issue.

Thank you for your action on this matter . I want to see Livermore continue to thrive and be a safe place for all.

Sincerely, Ann Laye , formerly residing at [redacted]. Livermore

From: Garni Zimmerman
To: Cityclerk - Livermore
Subject: Livermore Safe Storage Ordinance
Date: Thursday, April 14, 2022 1:09:34 PM

Dear Livermore Mayor and City Council Members,

I am a volunteer with the Livermore Valley Moms Demand Action for Gun Sense in America, a grandparent, a mother, and a therapist as well as a property owner in Livermore, former long term resident of Livermore and I work in Livermore.

I am writing to you today to request your support of a Safe Storage Firearms Ordinance in Livermore which would require all firearms in a residence be securely stored in a locked container or disabled with a trigger lock.

Can we all agree that the US statistics around gun violence and gun use are astounding? And that any actions we can take that protect the rights of gun owners AND the life and safety of their loved ones and themselves is a good thing? As grandmother to a young 8 year old, it is incredibly disturbing to me that 80% of school shootings are done by a student or former student of the school, using an unsecured firearm obtained from their home or a relative's home. More disturbingly, American children are nearly twice as likely to be shot and killed as they are to die by drowning. Yet safety regulations for pools are far more pervasive and restrictive than those for guns.

Please protect our children and families in Livermore by supporting common sense gun laws and this ordinance.

Warmly,

Garni Zimmerman
Owner of [redacted], Livermore, CA
Living at [redacted], Martinez, CA
Working at [redacted], Livermore, CA

From: annette[redacted]
To: Debbie Elam; Bob Woerner; Gina Bonanno; Robert Carling; Brittni Kiick; Patricia (Trish) Munro
Subject: Please support the Safe Storage Ordinance
Date: Tuesday, April 19, 2022 12:36:45 PM

To the Livermore City Council:

Update: I originally sent this email on Saturday but to the wrong recipients. Since then, we learned of the tragic shooting of a teen in Livermore. Please keep this teen and her family in your thoughts as you make your decision regarding this ordinance. I was reminded to send this email encouraging you to support the Safe Storage Firearms Ordinance in Livermore requiring all firearms in a residence be securely stored in a locked container or disabled with a trigger lock by the most recent shooting in South Carolina. Our country is averaging more than one mass shooting per day, so by the time you read this email on Monday, it is statistically probable that two more mass shootings will have occurred.
As an educator, I understand the mental health issues young adults are experiencing and how these issues are underpinning the gun violence that has become a part of our daily lives. We know that 80% of school shootings are done by a student or former student of the school, using an unsecured firearm obtained from their home or a relative's home.

You have the power to prevent a similar event here in Livermore. Please use that power to keep us safe.
Thank you for your consideration,

Annette Alvarez
Livermore, CA

From: Andy and Kate
To: Cityclerk - Livermore
Subject: safe storage firearms ordinance in Livermore
Date: Thursday, April 14, 2022 9:44:31 AM

Dear Mayor and City Council Members

We are residents of the City of Livermore and writing to you all to encourage your support of a Safe Storage Firearms Ordinance in Livermore which would require all firearms in a residence to be securely stored in a locked container or disabled with a trigger lock.

We are friends of Scarlett Lewis who lost her son in the Sandy Hook School shooting. Having experienced the impact of losing your child to a school shooting so close to our family we feel strongly that we should do all that is in our power to create change. Given that 80% of school shootings are done by a student or former student of the school, using an unsecured firearm obtained from their home or a relative's home passing this ordinance seems like something, that as a community, we should do.

Livermore is a community that works well with collaboration between the school district, police department, and city council to make Livermore a safer place. We see that the passing of this ordinance will be another way in which we can come together to protect our children and community.

Knowing that we have done everything in our power to prevent any incident is much better than feeling regret.

Kind Regards
Kate and Andrew Mackinnon

[redacted], Livermore CA 94550

From: GARY POTTER
To: Cityclerk - Livermore; Gary Potter
Subject: Safe Storage of firearms is long overdue
Date: Sunday, April 10, 2022 5:38:43 PM
Attachments: image001.jpg
image002.jpg
image003.jpg
image004.jpg

Please consider CHANGE to RESIDENTIAL BUILDING CODE to require ALL residential units to be equipped with a securely LOCKABLE cabinet, 1'x2'x4', constructed of steel or 1.5" laminated plywood, with 2 deadbolt locks… or equivalent. ALL new residential construction AND all residential REMODELS. With 400 million FIREARMS circulating in the Gun Crazed USA…. We must ensure that ALL RESIDENCES are equipped with a LOCKABLE CABINET that is large enough to secure rifles, shotguns, handguns and ammunition. This building code requirement would NOT NEED TO MENTION FIREARMS….. AT ALL.

FOR EXAMPLE: Here is a standard cabinet in a closet which has been reinforced with additional plywood and retrofitted with 1.5" plywood hidden door with 2 sturdy DEADBOLTS.


2012
U.S.
OPEN
USGA
THE OLYMPIC CLUB
JUNE 14-17 • SAN FRANCISCO, CA


OPEN
U.S. OPEN
2012
THE OLYMPIC CLUB
THE OLY
JUNE 14-17 • SA


1
2
OPEN
USGA
U.S. OPEN
2012
THE OLYMPIC CLUB
THE OLYMPIC CLUB
JUNE 14-17 • SAN FRANCISCO, CA



From: Rhiannon Berglund
To: Cityclerk - Livermore
Subject: Safe Storage of Firearms Ordinance
Date: Friday, April 8, 2022 4:07:26 PM

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Mayor Woerner and City Council Members,

I am a mother of two and a resident of Livermore.

I am writing to you today to ask for your support of a Safe Storage Firearms Ordinance in Livermore which would require all firearms in a residence be securely stored in a locked container or disabled with a trigger lock.

Many cities and towns up and down California have already adopted Safe Storage ordinances, including Dublin, Moraga, and Orinda. I hope that Livermore will do the same.

Let's protect our children and families here in Livermore.

Respectfully,

Rhiannon Berglund
[redacted]
Livermore, CA 94551

From: Patti Hales
To: Cityclerk - Livermore
Subject: Safe storage of firearms
Date: Monday, April 11, 2022 4:01:26 PM

Good Afternoon,

I am writing to let you know, as a resident of Livermore, I fully support the safe storage of firearms.

Best regards,
Patti Hales

From: Judy Ferrari
To: Cityclerk - Livermore
Subject: Safe Storage Ordinance
Date: Tuesday, April 19, 2022 9:34:54 AM

Dear Mayor and City Council Members,

I am a volunteer with Moms Demand Action for Gun Sense in America, a grandparent, a **retired teacher,** a gun violence survivor, and a resident of Livermore.

I am writing to encourage your support of a Safe Storage Firearms Ordinance in Livermore which would require all firearms in a residence be securely stored in a locked container or disabled with a trigger lock.

Research shows that keeping guns securely stored does NOT hinder self- protection but does prevent unintentional deaths of children and teen suicides, by as much as 85%.

As a classroom teacher, I saw the terror in the eyes of children during lockdown practices, the great sorrow of one of my students whose cousin was murdered in a school shooting, the suicide of a former student, the death of my nephew in a drug related murder. Too many of us have personal tragedies connected to gun violence.

You have the opportunity to make Livermore a safer community. It's a public security concern we all share.

Sincerely,
Judy Ferrari
[redacted]
Livermore, CA 94551

From: Laurie Herbert
To: Cityclerk - Livermore
Subject: safe storage ordinance
Date: Tuesday, April 5, 2022 10:00:19 PM

Dear Livermore City Council Members,

We are pleased that you are considering the adoption of a Safe Storage Ordinance. We are writing in strong support of a Safe Storage Firearms Ordinance in Livermore which will require all firearms in a residence be securely stored in a locked container or disabled with a trigger lock.

When considering this ordinance, please be aware that:

* Nearly every day in this country one small child unintentionally kills himself or another child after finding an unsecured firearm typically in their home.

* Every day on average, two teens commit suicide using an unsecured firearm from their home or a relative's home.

* Each year, an estimated 200,000 to 500,000 guns are stolen and many are funneled into the underground market, where once-legally-owned firearms can be transferred to people with dangerous histories.

* 80% of school shootings are done by a student or former student of the school, using an unsecured firearm obtained from their home or a relative's home.

* A Safe Storage ordinance has become more urgent than ever during Covid, given the dramatic rise in gun sales. We have seen a shocking 43% increase in unintentional deaths of small children and a 9% increase in teen suicides.

* Research shows that keeping guns securely stored does NOT hinder self-protection; a gun can be accessed within seconds, but it DOES prevent unintentional deaths of children and teen suicides, by as much as 85% depending on the type of storage.

* A DOJ-approved safe storage device can be obtained for as little as $40 so the cost is not at all prohibitive, and trigger locks are often given out free at police stations.

* American children are nearly twice as likely to be shot and killed as they are to die by drowning. Yet safety regulations for pools are far more pervasive and restrictive than those for guns

* Parents often hide their guns rather than locking them up, but studies show 70% of children know the location of these hidden guns in their own home and many have even handled them.

* Most firearm owners are law abiding and will follow the law if it is simply in place.

* Storing firearms unloaded, locked, and separate from ammunition saves lives.

For these reasons and many more, we look forward to Livermore joining the growing number of California cities adopting safe storage ordinances, and saving the lives of Livermore residents.

Sincerely,

Bill and Laurie Herbert
Parents of Two Livermore Residents (our daughters!)

Pleasanton, CA

From: Jan Krzesinska
To: Cityclerk - Livermore
Subject: Support for Livermore Safe Storage Ordinance
Date: Monday, April 18, 2022 2:28:02 PM

Dear Livermore Mayor and City Council Members,

I am a grandparent, and a resident of Livermore.

I am writing to you today to ask for your support of a Safe Storage Firearms Ordinance in Livermore which would require all firearms in a residence be securely stored in a locked container or disabled with a trigger lock.

The horrifying facts of injuries and deaths that occur daily throughout our nation due to gun misuse speaks for itself that something needs to be done.

a. Nearly every day in this country one small child unintentionally kills himself or another child after finding an unsecured firearm typically in their home.
b. Every day on average, two teens commit suicide using an unsecured firearm from their home or a relative's home.
c. 80% of school shootings are done by a student or former student of the school, using an unsecured firearm obtained from their home or a relative's home.
d. Research shows that keeping guns securely stored does NOT hinder self-protection- a gun can be accessed within seconds- but it DOES prevent unintentional deaths of children and teen suicides, by as much as 85% depending on the type of storage.
e. A Safe Storage ordinance has become more urgent than ever during Covid, given the dramatic rise in gun sales. We have seen a shocking 43% increase in unintentional deaths of small children and a 9% increase in teen suicides.
f. Parents often hide their guns rather than locking them up, but studies show 70% of children know the location of these hidden guns in their own home and many have even handled them.
g. Storing firearms unloaded, locked, and separate from ammunition

saves lives.

h. American children are nearly twice as likely to be shot and killed as they are to die by drowning. Yet safety regulations for pools are far more pervasive and restrictive than those for guns.

i. Many cities and towns up and down California have already adopted Safe Storage ordinances, including Dublin, Moraga and Orinda. I hope that Livermore will do the same.

Please help stop the unnecessary deaths and injuries that happen daily in our communities due to guns left unsecured, we need safeguards in place to protect the innocent, young and distressed and a Safe Storage Firearms Ordinance is a commonsense way to do this while still supporting the second amendment.

Respectfully,

Jan Krzesinska

Janet Krzesinska
[redacted]
Livermore, CA 94551

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN ORDINANCE AMENDING LIVERMORE MUNICIPAL CODE CHAPTER 8.14 TO ADD SAFE STORAGE OF FIREARM PROVISIONS TO THE PUBLIC NUISANCES ORDINANCE

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

Section 1. *Amendment.* The Livermore Municipal Code is amended as shown below. The deletions are shown using a strikethrough, and the added language is shown with an underline, but the stricken language and underlines themselves shall not be codified in the Municipal Code, which publication shall only reflect the final language.

A. In Section 8.14.020, the definition of "Firearm" is added in alphabetical order prior to the definition of "Front Yard" as set forth below:

"Firearm" means a firearm as defined in California Penal Code Section 16520, as amended from time to time.

B. In Section 8.14.020, the definition of "Locked container" is added in alphabetical order prior to the definition of "Owner" as set forth below:

"Locked container" means a locked container as defined in California Penal Code Section 16850, as amended from time to time, and is listed on the California Department of Justice Bureau of Firearms roster of approved firearm safety devices.

C. In Section 8.14.020, the definition of "Residence" is added in alphabetical order prior to the definition of "Responsible party" as set forth below:

"Residence" means any structure intended or used for human habitation, including but not limited to houses, apartments, condominiums, rooms, in-law units, accessory dwelling units, motels, hotels, single room occupancy units (SROs), timeshares, mobile homes, and recreational and other vehicles where human habitation occurs.

D. In Section 8.14.020, the definition of "Trigger lock" is added in alphabetical order prior to the definition of "Vector" as set forth below:

"Trigger lock" means a trigger lock that is listed on the California Department of Justice's roster of approved firearms safety devices and that is identified as appropriate for that firearm by reference to either the manufacturer and model of the firearm or to the physical characteristics of the firearm that match those listed on the roster for use with the device under California Penal Code Section 23635.

E. In Section 8.14.030, subsection K is renumbered as subsection L and the new subsection K is added as set forth below:

K. Unsafe Storage of Firearms. Keeping a firearm within any residence unless the firearm is stored in a locked container or disabled with a trigger lock. This section shall not apply if the firearm is carried on the person of an individual in accordance with all applicable laws or the firearm is under the control of a person who is a peace officer under California Penal Code Section 830.

~~K.~~ L. Miscellaneous. The creation, maintenance, or mere existence of any of the following conditions:

1. The existence of any property condition which is unlawful or declared to be a public nuisance pursuant to any other provision in this code, including any violation of the Livermore Municipal or Development Code as defined in LMC 1.16.030.
2. A public nuisance as defined to be a nuisance by California Civil Code Section 3479 or 3480.
3. Any condition recognized in law or in equity as constituting a public nuisance, or any condition existing on a property which constitutes visual blight, or is a health or safety hazard to the community or neighboring properties.

F. In Subsection C of Section 8.14.060, the activities that may be abated by emergency procedures shall be amended to include the unsafe storage of firearms as set forth below:

C. Activities that violate emergency proclamations and orders, or that involve vectors, or unsafe storage of firearms, may be abated using the emergency abatement procedures set forth in LMC 8.15.040.

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

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

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

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

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

AYES:
NOES:
ABSENT:
ABSTAIN:

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

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

_____
MAYOR, CITY OF LIVERMORE

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Kelly J. Trujillo
Kelly J. Trujillo
City Attorney

LIVERMORE
CALIFORNIA

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

DATE: April 25, 2022

TO: Honorable Mayor and City Council

FROM: Joe Testa, Fire Chief

SUBJECT: Hearing to receive and consider protests and direct staff to proceed with field abatement work on non-compliant properties under the 2022 Fire Hazard Abatement Program.

RECOMMENDED ACTION

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

SUMMARY

On March 14, 2022, City Council approved Resolution 2022-026, the 2022 Fire Hazard Abatement Program. Following that meeting, staff mailed a public hearing notice to all parcel owners named in Exhibit A to the Resolution. As outlined, parcel owners have been advised of the need to abate the weeds and debris which constitute fire hazards. In cases where there was an insufficient mailing address, the notice was posted conspicuously on the property. To avoid the City Contractor abating the fire hazards, a property owner must complete the abatement in a manner that meets abatement guidelines by the required deadline. Additionally, parcel owners can protest the need to abate hazards at this public hearing which was provided in the notice.

DISCUSSION

After considering any objections to the proposed abatement at this hearing, it is recommended that the City Council overrule the objections to the proposed abatement and/or amend the list of properties to be abated. The City Council should then adopt the attached resolution, as amended (if at all), that orders a contractor to abate the weeds on the properties attached in Exhibit A.

Fire Inspectors will survey each parcel listed for compliance. If abatement has not occurred by May 31, 2022, a contractor will abate the weeds. At a public hearing this summer, staff will recommend that the City Council order that the abatement cost be a special assessment and lien imposed on the properties requiring abatement for any outstanding invoices.

FISCAL AND ADMINISTRATIVE IMPACTS

The abatement costs are fully recoverable. A contractor will be retained by the City, or by the Livermore Pleasanton Fire Department on behalf of the City, to perform the abatement. Invoices will be sent to property owners for all work performed by the City contractor. Last year the total cost of work was $2,307, which included administrative costs incurred by the City in accordance with Section 39577 of the Government Code. Some owners pay the City directly, all unpaid invoices are filed with the Alameda County Tax Collector as a special assessment to the tax roll.

ATTACHMENTS

1. Resolution
2. Exhibit A - Livermore Pleasanton Fire Department 2022 List of Parcels

Prepared by: Shin Oh
Administrative Assistant

Approved by:

Marc Roberts
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION OVERRULING PROTESTS AND ORDERING THE ABATEMENT OF A PUBLIC NUISANCE

On March 14, 2022, the City Council passed and adopted Resolution No. 2022-026 declaring that conditions such as growing weeds, accumulated refuse, rubbish or dirt existed on private property and/or on the streets, parkways or sidewalks adjacent to each parcel of real property the resolution described. The City Council also found such conditions to be public nuisances requiring abatement.

The date, time, and place for hearing and considering all objections to the proposed abatement of the public nuisances described in Resolution 2022-026 was April 25, 2022, at 7 p.m. in Livermore, California.

The Livermore-Pleasanton Fire Department gave written notice of the proposed abatement to all persons owning the property described in Resolution No. 2022-026 at least five days prior to the date set for the hearing of objections to the abatement.

The Council has heard and considered all objections to the abatement of the public nuisance described in Resolution No. 2022-026.

The actual costs incurred for the nuisance abatements will be confirmed by the City Council at a future meeting to levy as an assessment against the respective properties.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that any and all protests to the abatement of the public nuisances on the properties described in the attached Exhibit A are overruled.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that staff is ordered to proceed immediately to abate the public nuisances on the properties identified in the attached Exhibit A. The abatement will consist of having the weeds, rubbish, refuse and dirt removed on all parcels that property owners have not abated by the May 31, 2022 deadline. Abatement will be performed by a service provider retained by or on behalf of the City and the costs will be based on the actual work performed for each parcel. In accordance with Section 39577 of the Government Code, administrative costs incurred by the City will be added to the cost of the nuisance abatement.

On motion of Council Member _____, seconded by Council Member _____ the foregoing resolution was passed and adopted on April 25, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

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

Exhibit A – Livermore Pleasanton Fire Department 2022 List of Parcels

EXHIBIT A

	Parcel Number	Situs Address	Owner(s)
1	097 014807500	1745 STERLING CT	Julin Long and Yuchi Tsao
2	098 025602700	JUNCTION AVE	MALLONI JAMES TR
3	098 027501604	3163 GARDELLA PLAZA	W P CO 843-1-23-3
4	098 028100900	NORTH K ST	DESOUSA GIZELA P & GISELLE M TRS
5	098 028101000	NORTH K ST	DESOUSA GIZELA P & GISELLE M TRS
6	098 035005400	MARYLIN AVE	KREMER KENNETH A TR
7	098A041402806	600 MAPLE ST/SCHOOL ST	LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
8	098A061000400	EAST AVE	BIG RED BUDDY LP & ERLICH STEVEN J & LINDA R TRS
9	099 001500314	2251 LAS POSITAS RD	LINDEN SUMMIT INVESTMENT CO Castle Management
10	099 001500602	1273 N LIVERMORE AVE	TRIVALLEY MONTESSORI SCHOOL
11	099 001501003	2784 LAS POSITAS RD	WALMART STORES INC
12	099 002300800	LASSEN RD	LD FUND III LIVERMORE LAND LLC
13	099 004000805	5281 SOUTHFRONT RD	KOLSOM DAVID A & SANDRA A TRS & NEWTON DEBRA M
14	099 004001026	5179 PRESTON AVE	P G & E CO 135-1-78A-1
15	099 004001600	N MINES RD	W P CO 843-1-23-8
16	099 004001800	N MINES RD	S P CO 872-1-98H-POR 11
17	099 004001910	N MINES RD	W P CO 843-1-23C-POR 7
18	099 005100302	GARDELLA PLAZA	SHR VENTURES LLC
19	099 005101800	3357 GARDELLA PLAZA	RUCKTESCHLER JEFFREY S & LISA
20	099 005600702	1ST ST	W P CO 843-1-23C-POR 7
21	099 007500304	PORTOLA AVE	SCHERBARTH JASON A & SHAWNA L TRS & SCHERBART ETAL
22	099 007500306	PORTOLA AVE	SCHERBARTH JASON A & SHAWNA L TRS & SCHERBART ETAL
23	099 007500704	EDINBURGH DR	EDINBURGH FORTUNES LLC
24	099 010000500	1240 N LIVERMORE AVE	ART MONUMENT CO INC
25	099 010001830	1202 PORTOLA	KENT E G & BEVERLY C TRS
26	099 010003002	1700 PASEO LAGUNA SECO	AUTUMN SPRINGS RE INVESTORS LP
27	099 010003008	PASEO LAGUNA SECO	FALLON ENTERPRISES INC
28	099 010003100	PORTOLA AVE (PASEO LAGUNA SECO)	ALAMEDA COUNTY FLOOD CONTROL
29	099 010003200	PORTOLA AVE	MCRAE JOHN S
30	099 010003701	2169 LAS POSITAS CT	BACA DENNIS E Tr
31	099 012600700	CALLE DEL SUENO	DAVIDON HOMES
32	099 040000103	1919 LOMITAS AVE	PATTON ROBERT A & LOUISE K TRS
33	099 068000200	ARROYO RD & HANSEN RD	SHEN JIEYONG TR
34	099 068000400	ARROYO RD & HANSEN RD	SHEN JIEYONG Tr
35	099 068000800	ROCKINGHAM CT	SCARLET BEAR
36	099 080100500	2301 CONCANNON BLVD	LAUNCH PAD VENTURES LLC
37	099 080101100	CONCANNON BLVD	OSORIO JAIME
38	099 080200100	CONCANNON BLVD	OSORIO JAIME
39	099 115000406	4743 EAST AVE	ASBURY METHODIST CHURCH
40	099 131100300	2463 SHEFFIELD DR	WILSON WILLIAM G & JOHN MIRIAM E TRS
41	099 131601100	137 RICKENBACKER	Rickenbacker Circle Associates Llc
42	099 131603300	212 RICKENBACKER CIR	BLACK MICHAEL J & COLLEEN A TRS
43	099 131705000	SPRING VALLEY CMN	SPRING VALLEY ASSOCIATION IIi
44	099 132101300	2863 CHABLIS WAY	SPAETH MARY L TR
45	099 132501200	4715 BENNETT DR	ARROYO/LIVERMORE BUSINESS PARK LP
46	099 132502202	4536 LAS POSITAS RD	ARROYO/LIVERMORE BUSINESS PARK LP
47	099 132502300	ARROYO VISTA	ARROYO/LIVERMORE BUSINESS PARK LP
48	099 132502702	LAS POSITAS RD	ARROYO/LIVERMORE BUSINESS PARK LP
49	099 132502902	LAS POSITAS RD	ARROYO/LIVERMORE BUSINESS PARK LP
50	099 132503004	LAS POSITAS RD	ARROYO/LIVERMORE BUSINESS PARK LP

EXHIBIT A

51	099 132508500	BENNETT DR	ARROYO/LIVERMORE BUSINESS PARK LP
52	099 132508900	BENNETT DR	ARROYO/LIVERMORE BUSINESS PARK LP
53	099 132602900	5340 BRISA ST	KENT E G & BEVERLY C TRS
54	099 132603700	LA RIBERA ST	PETERSON PROPERTIES LLC
55	099 132815400	SPRINGTOWN BLVD	SPRING VALLEY ASSOCIATION III
56	099 133101200	200 E AIRWAY BLVD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
57	099 133206500	966 WAVERLY CMN	VALHALLA HOMEOWNERS ASSOCIATION
58	099 133609705	LOCH LOMAND WAY	PORTOLA GLEN TOWNHOMES OWNERS ASSOCIATION
59	099 133610900	HIGHLAND ST	EDINBURGH FORTUNES LLC
60	099 134900202	CONTRACTORS PL	RAMAN HARINDER LLC
61	099 134900303	CONTRACTORS PL	RAMAN HARINDER LLC
62	099 134902300	CONTRACTORS PL	TA DAH LLC
63	099 136200400	HANSEN RD	MALAKOFF NATHAN
64	099 136800100	3401 HANSEN RD	CALIFORNIA WATER SERVICE COMPANY
65	099 136800200	HANSEN RD	MALAKOFF NATHAN G & JENNIFER M TRS
66	099 137000300	1670 PORTOLA AVE	MANCINI KAROL & RANDY
67	099A150004800	2171 RESEARCH DR	DPR REAL ESTATE INVESTMENTS LLC
68	099A150007401	2176 RESEARCH DR	LREH CALIFORNIA LLC
69	099A292600300	S VASCO RD	Jiang Licheng
70	099A293900200	2453 COWAN WAY	FRYDENDAL SUE TR
71	099B505000112	908 N VASCO RD	UNG CISSY S
72	099B505000605	5905 NORTHFRONT RD	WOOD FAMILY DEVELOPMENT LLC
73	099B510000500	1080 CENTRAL AVE	1080 CENTRAL LLC
74	099B530400302	1893 N VASCO RD	UNITARIAN UNIVERSALIST CHURCH LIVERMORE
75	099B535101811	VASCO RD	ALAMEDA COUNTY FLOOD CONTROL
76	099B540100900	LAUGHLIN RD	LAUGHLIN KATHRYN M TR
77	099B540101000	LAUGHLIN RD	GARCIA TIMOTEO R & ELIZABETH N
78	099B540101100	788 LAUGHLIN RD	LAUGHLIN KATHRYN M TR
79	099B540101200	6978 NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
80	099B540101301	6884 NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
81	099B540101303	NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
82	099B540101601	NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
83	099B540101700	6784 NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
84	099B540101801	NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
85	099B540101900	6690 NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
86	099B542500300	HERMAN AVE	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
87	099B542500400	801 HERMAN AVE	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
88	099B542500500	NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
89	099B542500600	6634 NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
90	099B542500700	NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
91	099B545000200	LAUGHLIN RD	EAST BAY REGIONAL PARK DISTRICT Land Aquis. Dept
92	099B545000300	1467 LAUGHLIN RD	EAST BAY REGIONAL PARK DISTRICT Land Aquis. Dept
93	099B570000207	151 GREENVILLE	JDB PROPERTIES LLC
94	099B570000301	N GREENVILLE RD	SP CO 872-1-99L-42
95	099B575201000	LONGFELLOW CT	D J SMITH FAMILY PARTNERSHIP
96	099B575201100	LONGFELLOW CT	D J SMITH FAMILY PARTNERSHIP
97	099B575300300	HAWTHORNE AVE	KEECH DONALD E & CHIEKO Y TRS
98	099B575300700	7589 NATIONAL DR	EVANS DAN L & KATHLEEN M TRS & EVANS WAYNE ETAL
99	099B575303800	751-799 ENTERPRISE CT	EVANS DAN L & KATHLEEN M TRS
100	099B575303900	750-758 ENTERPRISE CT	Enterprise Court LLC
101	099B575304000	704-748 ENTERPRISE CT	ENTERPRISE COURT LLC
102	099B575304500	NATIONAL DR	EBI DEVELOPMENT GROUP LLC

EXHIBIT A

103	099B575306300	7925 NATIONAL DR	TOPCON POSITIONING SYSTEMS INC
104	099B575306400	7979 NATIONAL DR	TOPCON POSITIONING SYSTEMS INC
105	099B575306500	7933 NATIONAL DR	TOPCON POSITiONING SYSTEMS INC
106	099B587502900	SOUTHFRONT RD	P G & E CO 135-1-43A-1
107	099B590000209	5945 SOUTHFRONT RD	SINGH JADWINDER & DHALIWAL ALKESH K TRS ETAL
108	099B810301303	LAS POSITAS RD	KAISER FOUNDATION HOSPITALS
109	099B810301402	LAS POSITAS RD	KAISER FOUNDATION HOSPITALS
110	099B810302400	LEISURE ST	GERGES HANY E & LIDIA
111	099B810302500	LEISURE ST	SANCHEZ CANDELARIO & VELVET S TRS ETAL
112	099B810303500	VAUGHN AVE	TAMAR REALTY LAS POSITAS LOGISTICS CENTER CA LP
113	099B810400700	COMMERCE WAY	WROAN DAVID S & JENNIFER B TRS
114	099B810400800	COMMERCE WAY	WROAN DAVID S & JENNIFER B TRS
115	099B810400900	COMMERCE WAY	WROAN DAVID S & JENNIFER B TRS
116	099B810401000	COMMERCE WAY	WROAN DAVID S & JENNIFER B TRS
117	099B810401100	COMMERCE WAY	WROAN DAVID S & JENNIFER B TRS
118	099B811004600	SOUTHFRONT RD	Livermore Medical LLC
119	099B811006200	LAWRENCE DR	LIVERMORE LIFE PROPERTIES LLC
120	099B811006400	LAWRENCE DR	LIVERMORE LIFE PROPERTIES LLC
121	099B811007800	200 N GREENVILLE RD	NIJJAR KARAMJIT S & RAJINDER K
122	099B811007900	N GREENVILLE RD	AHUJA ENTERPRISES LLC ETAL
123	099B811008100	200 S FRONT RD	PPV PROPERTIES LLC ETAL
124	099B811702403	LAUGHLIN RD	HOM WING Y & LAI C TRS
125	099B812005300	DRY CREEK CT	BLUFFS IN LIVERMORE OWNERS ASSOCIATION
126	099B812005400	LAKE CT	BLUFFS IN LIVERMORE OWNERS ASSOCIATION
127	099B812600300	631 PINNACLE	PINNACLE PLACE LLC
128	099B812600600	631 PINNACLE	GNOVEL JOHN P & SOOSUR SUSAN S
129	902 000800100	3658 LAS COLINAS RD	ADVENTUS
130	902 000800202	US HWY 50 E	FERRARI FAM LTD PTP & SCHMIDIG FRANK JR ETAL
131	903 001000204	COLLIER CANYON RD	CHABOT LAS POSITAS COMMUNITY COLLEGE DISTRICT
132	903 001002800	PORTOLA AVE	SHEA CENTER LIVERMORE LLC
133	903 001002900	PORTOLA AVE	SHEA CENTER LIVERMORE LLC
134	903 001003000	PORTOLA AVE	SHEA CENTER LIVERMORE LLC
135	903 001004600	PORTOLA AVE	SUTTER HEALTH
136	903 001004700	PORTOLA AVE	SUTTER HEALTH
137	903 001004800	PORTOLA AVE	SUTTER HEALTH
138	903 001005200	PORTOLA AVE	SUTTER HEALTH
139	903 001005300	PORTOLA AVE	SUTTER HEALTH
140	903 001005400	PORTOLA AVE	SUTTER HEALTH
141	904 000406400	NISSEN DR	LIVERMORE AIRWAY BUSINESS PARK
142	904 000500330	200 E AIRWAY BLVD	COUNTY ALAMEDA FLOOD CONTROL & WATER CONSERVATION
143	904 000500333	200 E AIRWAY BLVD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
144	904 000500407	US HWY 50 E	GANDOLFO CATHERINE ETAL
145	904 001200900	625 W JACK LONDON BLVD (DISCOVERY DR)	ARKAY LAND LLC
146	904 001201000	450 DISCOVERY DR	ARKAY PROPERTIES LLC
147	904 001201100	DISCOVERY DR	ARKAY PROPERTIES LLC
148	904 001201200	DISCOVERY DR	CH DISCOVERY DRIVE LLC
149	904 001201300	DISCOVERY DR	CH DISCOVERY DRIVE LLC
150	905 000901303	COLLIER CANYON	MONUMENT PROPERTIES LIVERMORE LLC
151	905 001000403	TRIAD DR (OLD GLORY DR)	SDLT INVESTMENTS VII LLC
152	905 001000600	TRIAD DR (OLD GLORY DR)	SDLT INVESTMENTS VII LLC

EXHIBIT A

153	905 001401500	N CANYONS PKWY	LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
154	905 001500800	2768 COLLIER CANYON RD	CHU YUETMING & MIRIAM L TRS
155	905 001501800	CONSTITUTION DR	KMTJ INVESTMENTS LP
156	905 001501900	CONSTITUTION DR	KMTJ INVESTMENTS LP
157	905 001502600	2620 COLLIER CANYON RD	CORNERSTONE FELLOWSHIP OF LIVERMORE CALIFORNIA
158	905 001502700	2620 COLLIER CANYON RD	CORNERSTONE FELLOWSHIP OF LIVERMORE CALIFORNIA
159	905 001502800	2620 COLLIER CANYON RD	CORNERSTONE FELLOWSHIP OF LIVERMORE CALIFORNIA
160	905 001502900	2620 COLLIER CANYON RD	CORNERSTONE FELLOWSHIP OF LIVERMORE CALIFORNIA
161	098 026401100	CALLAGHAN ST	CHERUKURI RAVI K & KANAGALA SAMATA TRS
162	099 072521200	2301 BESS AVE	ATWAL DEEPAKPAL & HARPARTAP
163	099 135600600	303 E VINEYARD AVE	SINGH SURINDER K TR
164	098 025000500	OAK ST	W P CO 843-1-22-8
165	099 001506300	2301 LAS POSITAS RD	VIAZON HOLDING LLC, LIVERMORE LAS POSITAS SERIES
166	099 001506400	LAS POSITAS RD	VIAZON HOLDING LLC, LIVERMORE LAS POSITAS SERIES
167	099 001502202	LAS POSITAS	MATTO ALLEN J & CAROL A TRS
168	099 001502203	LAS POSITAS	COOK DEVIN C & AUDRA M
169	099 001502304	1309 HILLIKER	ADAMS SHELLY TR
170	099 001502400	1301 HILLIKER	FUKUSHIMA HIROSHI & DIANNE TRS
171	099 001502606	1365 HILLIKER	FEDERICO JOHN & GINNY D
172	099 001502802	LAS POSITAS	RUBY BEAR LP
173	099 001503000	1300 HILLIKER	GREENE WILLIAM J & LIEN L
174	099 001503100	1250 HILLIKER	RUSSELL JERRY L JR & ARENDELL LEILANI W TRS
175	099 001503900	1300 HILLIKER	ZACHARIAH FAMILY HIGH BASIS L P
176	099 001504000	1302 HILLIKER	MUMFORD STEVEN & SUSAN
177	099 068200600	ARROYO	LEE SHIUH K & WEI SHUYIN J TRS
178	099 132504300	5002 PRESTON	BAY AREA LLC
179	902 000801004	US HWY 50 E	U PROPERTIES LVS LLC
180	902 000801106	US HWY 50 E	ANDERSON CALVIN B Tr
181	903 001004900	PORTOLA	SUTTER HEALTH
182	099 067904800	CHURCHILL DOWNS LN	SHEN JIEYONG TR
183	099B 812900500	Northfront Rd	PENINSULA REAL ESTATE INVESTMENT LLC
184	099B 545001003	LAUGHLIN RD	WESTERN TITLE GUARANTY CO CONTRA COSTA CO DIV
185	099 132604200	305 S VASCO RD	D BRUZZONE LLC
186	099 040000728	LOMITAS AVE	ROMAN CATHOLIC BISHOP OAKLAND
187	099B507500610	VASCO RD	COUNTY ALAMEDA FLOOD CONTROL & WATER CONSERVATION
188	098 026402402	JUNCTION AVE	WP CO 843-1-23-1
189	098 026002204	N I ST	W P CO 843-1-22-14
190	098 029000702	N N ST	W P CO 843-1-22-POR-6
191	098 029000802	N P ST	WP CO 843-1-22-POR-6
192	098 029000902	VINEYARD AVE	W P CO 843-1-22-POR-6
193	099B575202400	6877 Brisa St	BOARD OF TRUSTEE OF Lsj UNIVERSITY TR
194	099 004007500	5605 SOUTHFRONT RD	MCGRATH RENTCORP
195	099 004007600	5605 SOUTHFRONT RD LI	MCGRATH RENTCORP
196	099 004007800	5605 SOUTHFRONT RD	MCGRATH RENTCORP
197	099 004007900	5605 SOUTHFRONT RD	MCGRATH RENTCORP
198	099 068200500	ARROYO RD	DEOL VIKRUM S
199	099 025600100	E STANLEY	REES ANNIE
200	099 025700100	400 WALL ST	LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
201	099 1356 005 00	355 E Vineyard Ave	ABBOUD FAYEZ E & RIMA F TRS
202	099 1343 033 00	353 Kalthoff Cmn	La Phong & Sai Etal
203	099 1343 036 00	508 Kalthoff Cmn	BECK DAVID G & LISA A TRS

EXHIBIT A

204	099 1343 024 00	51 Vallecitos Rd	MUSCO FELIX P & JOSEPHINE
205	099 1343 025 00	203 Vallecitos Rd	CHEN ANDY TR
206	099 1343 035 02	342 Kalthoff Cmn	DANGTRAN JOSEPH V & PHUONGUYEN N TRS
207	099 1343 022 00	247 Vallecitos Rd	TD VINEYARDS LLC
208	099 1343 019 00	763 Kalthoff Cmn	LIN ALAN Z & XING SUSAN S TRS
209	099 1343 030 00	320 Kalthoff Cmn	Livermore Crest LLC
210	099 1361 006 00	567 E Vineyard Ave	HLW LLC
211	099 1356 007 00	221 E Vineyard Ave	XU YINGMIN & CHEN JIE
212	904 000400402	US HWY 50 W	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
213	904 000400403	US HWY 50 W	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
214	097 002200100	1783 2nd St	MITOMA PROPERTIES LLC
215	099A290201000	5054 ERICA WAY	BENNETT LEON R
216	099A290201300	372 ERICA CT	REPPAS JULIE V & STEVEN D
217	099A290201400	360 ERICA CT	HOWARD NICHOLAS L & JUNKO
218	099 131103507	2395 Lennox Ln	CORNERSTONE REALTY FINANCE & INVESTMENTS CORP
219	099 1366 004 00	Cellars Drive	LAGISS TERESA A & SAUER CHRYSANNE TRS
220	099 1367 004 00	Lagiss Drive	LAGISS TERESA A & SAUER CHRYSANNE TRS
221	099 1367 005 00	Lagiss Drive	LAGISS TERESA A & SAUER CHRYSANNE TRS
222	099 0751 012 08	2111 Pleasant View Ln	BURY DOUGLAS W & SHARI G TRS
223	903 0014 004 00	PORTOLA AVE	SHEA HOMES INC
224	903 0014 005 00	PORTOLA AVE	SHEA HOMES INC
225	903 0014 006 00	PORTOLA AVE	SHEA HOMES INC
226	903 0014 007 00	PORTOLA AVE	SHEA HOMES INC
227	903 0014 008 00	PORTOLA AVE	SHEA HOMES INC
228	098 0356 139 00	10 N Murrieta Blvd	Lexington Associates
229	099B8110 013 00	7480 Las Positas Rd	RTM PROPERTIES LLC
230	098 021300305	Elm St	JOHAL AMRIK & GHAG MAKHAN
231	098 021300303	732 N K ST (ELM ST)	STOTTLEMYER JUSTIN H & REBEKAH H TRS
232	097 014305600	1202 Concannon Blvd.	HANALEI SUNSET LLC
233	904- 0004-072-00	ARMSTRONG ST	LIVERMORE AIRWAY BUSINESS PARK
234	904 -0004-073-00	ARMSTRONG ST	LIVERMORE AIRWAY BUSINESS PARK
235	903-0010-056-00	PORTOLA AVE	SHEA CENTER LIVERMORE LLC
236	903-0010-057-00	PORTOLA AVE	SHEA CENTER LIVERMORE LLC
237	903-0010-058-00	PORTOLA AVE	SHEA CENTER LIVERMORE LLC
238	903-0010-061-00	PORTOLA AVE	SHEA CENTER LIVERMORE LLC

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 7.1**

DATE: April 25, 2022

TO: Honorable Mayor and City Council

FROM: Marc Roberts, City Manager

SUBJECT: Resolution approving the 2022 City of Livermore State and Federal Legislative Platform

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution approving the 2022 City of Livermore State and Federal Legislative Platform.

SUMMARY

The City of Livermore's State and Federal Legislative Platform allows the City to respond quickly in support of or opposition to legislative issues for the benefit of the Livermore community.

DISCUSSION

The City of Livermore State and Federal Legislative Platform (Platform) documents the City's position in several legislative categories. The proposed positions and categories are based on City Council goals, priorities, policies and community core values. The Platform provides a framework to respond quickly to legislative bills and communicate with legislators on issues affecting Livermore. The City Council adopted its first state platform in 2013. In 2015, the City Council directed staff to also use the Platform as a guide for federal bill tracking and action.

Annual updates to the Platform reflect adjustments based on changing City needs, interests and conditions at the regional, state and federal levels.

The 2022 Platform categories are:

- Community-Focused Governance
- Fiscal Stability
- Affordable Housing and Homelessness
- Planning and Sustainability
- Building Safety
- Infrastructure

- Job Creation and Economic Development
- Libraries
- Public Safety and Emergency Management
- Science, Technology, and Innovation
- Transportation and Parking
- Water

The proposed 2022 City of Livermore State and Federal Legislative Platform is included as Exhibit A to the resolution for this report and once approved will be accessible on the City's website at www.cityoflivermore.net/legislation.

Attachment 1 to this report is a redlined version of the updates made to this year's Platform. Updates include, but are not limited to:

- A support position added to the Infrastructure category for legislation that would expand connectivity and access to digital resources (based on City Council direction from the 2020 Legislative Platform update).
- Reformatted City Local Control category, now Community-Focused Governance. This category explains the value in creating policies that best fit the needs of the Livermore community and the importance of advocating for state legislation that provides guidance while allowing local implementation (based on City Council direction from the 2020 update).
- New Building Safety category with positions related to protecting public health, safety and welfare by proper building design and construction practices.
- New positions in the Library category supporting equitable access to resources, opportunities, and information, funding for career development and literacy for all ages, inclusivity and the exchange of ideas.
- A support position added to the Public Safety and Emergency Management category for funding and increased access to mental health care and drug/alcohol treatment programs.

Further, when appropriate, the City of Livermore joins its Tri-Valley neighbors to advocate for issues and funding at the regional, state and federal levels. The cities of Livermore, Dublin, Pleasanton, San Ramon, and the town of Danville developed a Tri-Valley Cities Legislative Framework. The Tri-Valley Framework overlaps many of the items in the City’s Platform and provides another opportunity for advocacy progress and success. The 2022 Tri-Valley Cities Legislative Framework is included as Attachment 2 to this report.

FINANCIAL AND ADMINISTRATIVE IMPACTS

There are no fiscal or administrative impacts associated with City Council adoption of the 2022 City of Livermore State and Federal Legislative Platform.

ATTACHMENTS

1. Draft 2022 Legislative Platform - Redlined
2. Tri-Valley Cities Legislative Framework
3. Resolution
4. Exhibit A - Draft 2022 Legislative Platform

Prepared by: Stephanie Egidio
Management Analyst

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



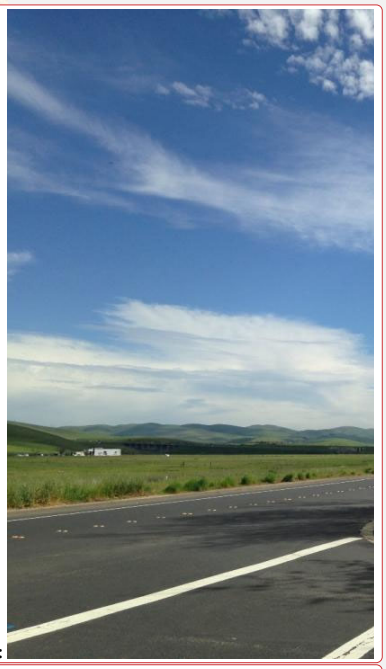
Tina Olson
Administrative Services Director



City of Livermore
2022 State and Federal Legislative Platform

(DRAFT)

LIVERMORE
CALIFORNIA



Deleted:

Deleted: 2020

Deleted: Adopted at the May 11, 2020 City Council meeting…

The City of Livermore ("City") 2022 State and Federal Legislative Platform ("Platform") highlights the position of the City Council on important issues that align with community goals and policy documents such as the General Plan. City staff monitor bills introduced into the California Legislature and United States Congress. The Platform provides staff direction and allows the City, on the City Council's behalf, to respond quickly in support of or opposition to bills and other legislative or administrative actions in time-sensitive situations. The City Council delegates its authority to the Mayor to sign support or opposition letters, consistent with the Platform. Additionally, the Platform enables staff to communicate on behalf of the City to state legislators and federal elected officials.

The Platform is developed through review of City needs and issues, staff input, and review of League of California Cities priorities and strategies. City Council adopted the first Platform in 2013. At its April 13, 2015, meeting, City Council directed staff to use the Platform as a guide for federal bill tracking and action, too. Typically, the City Council reviews and updates the Platform annually.

The 2022 City of Livermore Platform categories are:

- Community-Focused Governance
- Fiscal Stability
- Affordable Housing and Homelessness
- Planning and Sustainability
- Building Safety
- Infrastructure
- Job Creation and Economic Development
- Libraries
- Public Safety and Emergency Management
- Science, Technology, and Innovation
- Transportation and Parking
- Water

The State and Federal Legislative Platform evolves as City needs adjust, new issues arise, and conditions at the regional, state, and federal level change. Platform adjustments, whether due to federal policy changes or state policy reactions, may be considered at a future City Council meeting or at the next annual review in 2023.

Once approved by the City Council, the 2022 State and Federal Legislative Platform will be posted on the City's website at www.cityoflivermore.net/legislation. Staff also provide the City Council with periodic updates on letters sent, bill progress, and legislative developments.

When appropriate, the City of Livermore joins its Tri-Valley neighbors to advocate for issues and funding at the regional, state, and federal levels. The cities of Livermore, Dublin, Pleasanton, San Ramon, and the town of Danville develop a Tri-Valley Cities Legislative Framework. The Tri-Valley Framework overlaps many of the items in the

Deleted: 0

Deleted: s

Deleted:

Deleted: Annually

Deleted: 2020

Deleted: City Local Control

Deleted: 2021

Deleted: 2020

Deleted: s

Deleted: memos

City's Platform, and provides another opportunity for advocacy progress and success. The Tri-Valley Cities Legislative Framework is available to view at www.cityoflivermore.net/legislation.

Community-Focused Governance

The City values its ability to create policies that best fit the needs of the Livermore community. It is important to advocate for state legislation that provides framework guidance and allows local implementation.

1. **Support** legislation that enhances or streamlines local governance and allows cities to address the needs of local constituents within a framework of regional cooperation.
2. **Monitor** legislation that affects the ability of City Council to effectively govern.
3. **Monitor** cannabis-related legislation.
4. **Oppose** legislation that would prohibit or limit local governments' ability to contract out for services.
5. **Support** legislation that updates both the Brown Act and Public Records Act regarding electronic records and activities that support local decision-making without significant fiscal impact and new regulations that require staff resources.
6. **Oppose** legislation that requires or expands state involvement in City financial audits, fiscal monitoring, general oversight, or assistance by the State Treasurer, State Controller, or other state agencies.
7. **Support** a wording change in the Communications Act of 1934 that removes the distinction between "capital" and "operating" funds in order to provide more local control for community television stations in the use of their public, educational and government (PEG) channel fees with no rise in taxes or a reduction in revenue to the cable industry.

Fiscal Stability

Fiscal stability and financial independence are necessary to provide desired services and programs for residents and local businesses. City Council policy decisions direct staff to ensure the City's long-term financial stability. Unexpected diversion of local funds by the state or federal government erodes the ability of a city to plan and budget for short-and-long term service needs.

1. **Oppose** legislation that imposes unfunded or inadequate state or federal mandates.

Deleted: platform

Deleted: In addition, the Tri-Valley Cities have developed a special framework in response to anticipated housing-specific legislation intended to facilitate increased housing production.

Deleted: and Housing and Policy Framework are

Deleted: both provided

Deleted: City Local Control

Deleted: Local control is a core tenet for the City of Livermore. ¶

Deleted: <#>**Oppose** legislative attempts to restrict local authority or decision-making. ¶

Formatted: Font: Not Bold

Formatted: Indent: Left: 0.5", No bullets or numbering

Deleted: <#>**Monitor** the continued implementation of Proposition 64 the Adult Use of Marijuana Act.¶

Deleted: is

2. **Support** legislation that updates the tax structure to enhance local government revenues that have declined due to the expansion of e-commerce, increased consumption of services rather than durable goods, and innovations in technology.

3. **Monitor** legislation regarding new fees or other revenue-enhancements.

4. **Oppose** legislation that reduces or eliminates payments to cities for use of property and rights-of-way for telecommunications.

5. **Support** legislation that provides sustainable and secure public pensions and other post-retirement benefits to ensure responsive and affordable public services.

6. **Support** legislation that streamlines the Workers' Compensation system.

7. **Oppose** legislation that would remove the federal tax exemption for municipal bonds.

Deleted: ¶
Support legislation that addresses insurance complaints by consumers arising from recent California wildfires such as SB 824 (Lara) and AB 1722 (Aguiar-Curry).¶

Affordable Housing and Homelessness

The availability of a suitable living environment is essential to quality-of-life. It is important to support adequate and affordable housing opportunities and housing-related service needs.

1. **Support** regional solutions that balance housing, transportation/transit, and jobs together. Building housing without adequate transportation infrastructure may exacerbate, not alleviate, the affordable housing crisis.

2. **Support** legislation that protects existing affordable housing stock, including rental apartments, deed-restricted units, and mobile homes, and promotes affordable housing that includes long-term affordability agreements.

3. **Support** legislation that ensures incentives and density bonus provisions are directly linked to the level and percentage of affordable units provided for each project.

4. **Support** legislation that enables cities to develop locally appropriate plans that meet state objectives in a manner that is compatible with existing community character.

5. **Support** legislation that facilitates accessory dwelling units and encourages development of "missing-middle" housing that is compatible with suburban community character.

Deleted: ¶
Oppose "one-size-fits-all" standards for regional housing by ensuring that policies and laws allow for sensitivity to local context. ¶

Deleted: State

6. **Oppose** housing mandates that are not accompanied by funding that can support expanded transportation, transit, and infrastructure, including planning, and capital improvement programs and funding to support new school facilities.

7. **Oppose** housing legislation that results in a net loss of local funding.

8. **Support** housing legislation that promotes the development and enhancement of a diverse workforce, as long as the legislation does not create an unfunded mandate or conflict with local land use authority and financial stability.

9. **Oppose** housing legislation that unduly impacts local taxation capacity or diverts financial resources from essential local public services and infrastructure programs.

10. **Support** legislation that increases financial assistance to cities, non-profit organizations, and local partnerships to provide affordable, transitional, special needs, and emergency housing to the homeless, seniors, veterans, and people with special needs.

11. **Support** legislation that increases financial assistance to cities, non-profit organizations, and local partnerships to provide and promote self-empowerment for homeless individuals or families through counseling, job training, and other related services.

12. **Support** legislation that provides financial assistance, improved access to, and expansion of health care, mental health, and drug addiction services for low income and homeless individuals.

Planning and Sustainability

Land use planning coupled with environmental stewardship, such as mandatory reductions in greenhouse gases, emissions, solid waste generation, and energy consumption are vital to a community's quality of life.

1. **Oppose** legislation that diminishes cities' decision-making authority over land use decisions or zoning.

2. **Support** legislation preserving or enhancing the federal Community Development Block Grant (CDBG) program.

3. **Support** land use patterns that maintain safe residential neighborhoods, bolster economic prosperity, preserve open space, and enhance overall quality of life.

4. **Oppose** state or federal efforts to further erode local government authority regarding the location or permit review of small cell wireless equipment, cellular towers, transmission sites, or other devices on public infrastructure or in the public right of way.

5. **Support** funding and incentives for smart growth and sustainable development.

6. **Support** CEQA-reform legislation that improves the cost-effective and timely delivery of projects and decreases the ability for spurious lawsuits.

7. **Support** legislation or grant opportunities for cities that provide funding for developing or enhancing alternative vehicle fueling stations.

8. **Support** rebate programs, tax credits, and other financial incentives that encourage property owners to invest in energy efficiency and renewable energy systems, greenhouse gas-reducing technology, and alternative vehicle fueling stations in parking areas.

9. **Monitor** state and federal legislation related to climate adaptation.

10. **Support** measures that increase funding to local governments for landfill diversion programs such as food recovery, composting, and recycling.

11. **Support** Extended Producer Responsibility (EPR) legislation to encourage manufacturers to design environmentally friendly products by holding producers responsible for the costs of managing their products at end of life.

Building Safety

The City prioritizes protection of public health, safety and welfare by proper building design and construction practices.

1. **Support** legislation that increases the safety of buildings, reduces potential hazards and protects against fire and structure collapse.

2. **Support** legislation for seismic earthquake retrofits to protect individuals and structures.

3. **Support** legislation that contributes to the quality and durability of construction methods and materials

4. **Monitor** legislation to restrict number of inspections needed to verify safety of the built environment and other components.

5. **Support** measures to streamline photovoltaic and electrical vehicle charging permitting and installation.

6. **Support** legislation that contributes to the wellbeing of a community, preservation of life safety, and property maintenance.

Infrastructure

The condition of a city's infrastructure affects the community's quality-of-life. Sewer and water systems, sidewalks, and roads are subject to a wide number of regulations and must be maintained or replaced to ensure the health of the community.

1. **Support** state and federal legislation that would expand connectivity and access to digital resources.

2. **Oppose** legislation regarding infrastructure such as sidewalk repair that increases a city's unfunded infrastructure liability.

3. **Support** state and federal legislation that provides additional funding and/or preferred financing for local critical unmet infrastructure needs.

4. **Support** legislation that reduces or streamlines state and federal permitting requirements.

5. **Support** legislation that enhances the reliability of water transmission and storage through the Delta to the Tri-Valley.

6. **Support** legislation that provides new funding methods for flood control and stormwater management.

7. **Support** legislation that would acknowledge an adopted California Environmental Quality Act (CEQA) document can be substituted for a federal National Environmental Protection Agency (NEPA) document for infrastructure projects.

8. **Monitor** legislation that alters the state's agency permitting requirements and how they impact the timeliness and viability of natural resource projects planned by government agencies and special districts at the local and regional level including Fish and Game endowments.

Job Creation and Economic Development

The City encourages and supports business through strategic economic development initiatives. Fostering a strong business environment requires job creation, educational opportunities, and workforce development programs.

Deleted: ,

Formatted: Font: Not Bold

Formatted: Indent: Left: 0.5", No bullets or numbering

1. **Support** legislation that enhances or expands community and economic development tools and funding to address development and revitalization needs.

2. **Support** legislation or grants that focus on downtown development.

3. **Support** legislation that promotes and funds workforce development and re-training efforts focused on high-skilled jobs required by emerging industries.

4. **Support** legislation that encourages entrepreneurship, facilitates resource-sharing models, or otherwise reduces barriers to entry for small business.

5. **Support** legislation that provides insurance or loan guarantees for small business loans during recessionary periods.

Libraries

The Livermore Public Library connects people with information and education, and inspiring experiences that support lifelong learning, personal growth, and enhanced quality-of-life. With strong community support, the Library offers programs, materials, and services most valued by residents.

1. **Support** legislation that increases financial assistance to cities to provide local library programs and literacy services.

2. **Support** legislation that seeks to close the digital divide through funding local libraries such that they may provide broadband and devices such as computers and tablets for community members to access.

3. **Support** legislation and funding efforts relating to early literacy, school readiness, adult literacy, career development, vocational support, and assistance to vulnerable populations

4. **Support** legislation that protects the privacy of patrons and their associated library records and data

5. **Support** legislation that enhances equitable, diverse, and inclusive initiatives and opportunities.

6. **Support** inclusivity, efforts to offer open and unfettered access to information and the exchange of ideas, and the welcoming of all people to express themselves regardless of their politics or beliefs.

Public Safety and Emergency Management

Effective public safety significantly enhances a community's quality-of-life. Maintaining a strong safety presence requires ongoing local, regional, state, and federal support.

Deleted: ,

Deleted: o

Deleted:

Deleted:

Deleted: , and build community in Livermore

Deleted:

Deleted: staff

Deleted: continues to

Deleted: the

Deleted: Staff also works with community partners to further increase the impact of the Library's mission and its contribution to Livermore's high quality of life.

Deleted: ¶
¶
¶

1. **Support** legislation and grants that fund police and fire equipment upgrades, training, and capital improvements.

2. **Support** legislation that promotes and funds emergency management and recovery efforts.

3. **Support** legislation that maintains and increases grant funding for the Community Oriented Police Services (COPS) hiring program.

4. **Monitor** legislation pertaining to unmanned aircrafts (drones) and Federal Aviation Administration regulations.

5. **Support** legislation to increase penalty for prohibited persons in possession of firearms and use of firearms in the commission of a crime.

6. **Support** legislation that penalizes individuals who engage in drug and/or distracted driving activities.

7. **Support** legislative efforts to address the negative impacts of Proposition 47 (Reduced Penalties for Some Crimes, 2014) and Proposition 57 (Parole for Non-Violent Criminals and Juvenile Court Trial Requirements Initiative, 2016) and provide local law enforcement with tools to reduce criminal activity.

8. **Support** legislation that would provide funding and increase access to mental health care, response to mental health related calls for service, and drug/ alcohol treatment programs.

Deleted: related to

Formatted: Font: (Default) Arial, 12 pt

Formatted: Indent: Left: 0.5", No bullets or numbering

Formatted: Font: (Default) Arial, 12 pt

Science, Technology, and Innovation

As the only City in the United States with two national laboratories, science, technology, and innovation play an important role in the Livermore economy, workforce, and community values. Additionally, the City partnership with the labs and i-GATE fosters innovation, job creation, and economic development opportunities.

Deleted: iHub

1. **Support** legislation that advances or encourages innovation, entrepreneurship, start-ups, small business opportunities, and/or workforce development.

2. **Support** legislation that encourages the expansion of STEM (Science, Technology, Engineering, and Mathematics) programs in K-12, higher education, libraries, and community-based organizations.

3. **Support** legislation that encourages and supports the transfer of technology from the national laboratories.

4. **Support** legislation that provides competitive grants, state partnerships, or other resources to iHubs or their member companies to encourage innovation and the science, technology, and innovation economies.

5. **Support** legislation that improves the federal labs' ability to update or expand their infrastructure.

Transportation and Parking

Regional and local transportation play a key role in a community's economic vitality and quality-of-life.

1. **Support** legislation that reduces congestion along Tri-Valley area freeways or reduces truck traffic along I-580 through roadway or rail improvements.

2. **Support** legislation that enhances the ability of local agencies to finance local transportation programs and facilities.

3. **Support** legislation that facilitates connectivity between major regional rail/transit systems.

4. **Support** legislation that provides incentives for rail and multimodal transit stations and transit-oriented development projects.

5. **Oppose** legislation mandating "one-size-fits-all" parking space requirements for future housing, entertainment, or retail developments or impinging on how parking spaces can be used.

6. **Support** legislation that provides incentives for shared public/private partnerships.

7. **Monitor** legislation that defines "high quality transit" for purposes of transit-oriented development as anything with service headways above hourly. Review on case-by-case basis to determine any impacts and/or benefits.

Deleted:

Deleted: <#>**Oppose** legislation that defines "high quality transit" for purposes of transit-oriented development as anything with service headways above hourly.¶

Water

Water, both quantity and quality, is essential to residential quality-of-life as well as agricultural and economic vitality and growth.

1. **Oppose** legislation that imposes a state tax or fee on customers of a public water system for drinking water.

2. **Monitor** legislation developing new water conveyance systems such as peripheral canals or tunnels (as mentioned in the proposed Bay Delta

Conservation Plan) to deliver adequate water to the Tri-Valley and the Silicon Valley.

3. **Support** legislation that expands the production and use of recycled water or increases local control of water supplies.

4. **Oppose** legislation that expands statewide mandatory water conservation and/or rationing unless the conservation measures are triggered in response to specific local water supply conditions.

5. **Support** legislation that allows direct and indirect potable water reuse.

6. **Oppose** legislation that allows the State Water Resources Control Board or Regional Water Quality Control Board to establish more stringent, clean water objectives unless the legislation provides a demonstrated water quality benefit as well as the means for jurisdictions to achieve the objectives.

7. **Support** regulations to protect drinking water from the impacts of hydrological fracturing (hydro-fracking) related to oil and gas exploration and extraction.





TRI-VALLEY CITIES
Legislative Framework







TRI-VALLEY CITIES VALUES STATEMENT

The Tri-Valley Cities of Dublin, Livermore, Pleasanton, San Ramon, and the Town of Danville value regional leadership, innovation, collaboration, and problem solving to maintain and improve the quality of life for Tri-Valley residents and provide a vibrant climate for businesses, and enable continued opportunities for public and private investment within the region.

Each City and Town provides a unique perspective on how to meet the needs of their residents and businesses. The Cities and Town agree to respect the individuality of each community and are committed to open and honest communication with a goal of building consensus and a united approach to advocacy for solutions that will serve the residents and businesses of the Tri-Valley.

TRI-VALLEY CITIES LEGISLATIVE FRAMEWORK

The Tri-Valley Cities Legislative Framework seeks to inform all levels of governmental interaction (e.g., federal, state, regional, local) regarding legislation, policies, and programs that have a direct impact on the region. The TVC has defined Legislative Focus Areas which have an overarching objective to retain and promote local control and decision-making as it relates to the implementation of laws and regulations and to have the ability to integrate them in a manner that meets the unique needs of each community. The TVC will advocate together to achieve outcomes benefiting the region in each of these Focus Areas.

Transportation

Residents of the Tri-Valley region are subject to some of the heaviest commutes in the Bay Area and are impacted by the heavy flow of traffic along the region's freeways, which often spills over onto the local surface streets as commuters pursue alternatives to their commute through the Tri-Valley. A key objective of the region is to reduce congestion on the regions freeways and to increase mobility of goods and people through the Tri-Valley with continued financial investment in transportation infrastructure: developing alternative modes of transportation, modernization of transportation corridors, and creation, modernization, and expansion of rail systems.

Climate and the Environment

The TVC seeks to work collaboratively with federal, state and regional partners to address the new landscape of year-round wildfires, public safety power shut offs, water quality (including PFAS/PFOS contaminants) and supply issues as well as waste and recycling mandates. The TVC will advocate for increasing financial and technical support in these areas as well as an investment in key infrastructure at all levels of government.

ATTACHMENT 2

Economic Development

The Tri-Valley region is an innovation hub that spurs job growth, sustains a healthy economy and provides a great quality of life for our residents and business. Key objectives are developing a healthy workforce, supporting innovation, capacity building, economic stimulus and growth in the region.

Affordable Housing

The TVC supports balanced solutions which consider housing, jobs, and transportation together and seeks to support, promote and protect affordability in the region's housing stock. Key objectives are to work with federal, state, and regional partners to provide funding for affordable housing through a variety of programs and options and to work to address barriers to building affordable housing.

Mental Health

The TVC recognizes that social services are vital to supporting residents and providing crucial safety net services in our region. While the TVC cities do not provide direct delivery of social services we seek to work together to support our local non-profits and organizations that do provide these services and advocate together for these vital resources and services from all levels of government. Mental health is an emerging need in our region and the TVC seeks to advocate for the needed resources to meet the needs of all of our residents.

Fiscal Sustainability

Fiscal Sustainability is an important role for all levels of government. The TVC seeks to advocate against the imposition of unfunded mandates and the removal of funding streams from local governments.

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ADOPTING THE 2022 STATE AND FEDERAL LEGISLATIVE PLATFORM FOR THE CITY OF LIVERMORE

The proposed 2022 City of Livermore State and Federal Legislative Platform ("2022 Platform") will allow the City to quickly respond in support of or in opposition to legislative issues by establishing positions that guide staff's response to legislative bills and their communications with legislators. This is especially important when responding to time-sensitive situations affecting the Livermore community.

The City Council first adopted a formal legislative platform in 2013, and it has adopted an update each year since then. In 2015, the City Council expanded the platform to also provide a guide for federal bill tracking and action.

The 2022 Platform proposes City positions in several legislative categories. The proposed positions and categories are based on City Council goals, priorities, policies, and community core values. As such, the 2022 Platform also reflects adjustments based on evolving City needs, interests, and conditions at the regional, state, and federal levels.

The 2022 Platform legislative categories are:

1. Community-Focused Governance
2. Fiscal Stability
3. Affordable Housing and Homelessness
4. Planning and Sustainability
5. Building Safety
6. Infrastructure
7. Job Creation and Economic Development
8. Libraries
9. Public Safety and Emergency Management
10. Science, Technology, and Innovation
11. Transportation and Parking
12. Water

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby adopts the 2022 City of Livermore State and Federal Legislative Platform, attached hereto as Exhibit A.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on April 25, 2022, by the following vote:

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

ATTEST:

Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Jason R. Alcala

Jason R. Alcala
City Attorney

Exhibit A – City of Livermore 2022 State and Federal Legislative Platform



City of Livermore
2022 State and Federal Legislative Platform

(DRAFT)

LIVERMORE
CALIFORNIA

The City of Livermore ("City") 2022 State and Federal Legislative Platform ("Platform") highlights the position of the City Council on important issues that align with community goals and policy documents such as the General Plan. City staff monitor bills introduced into the California Legislature and United States Congress. The Platform provides staff direction and allows the City, on the City Council's behalf, to respond quickly in support of or opposition to bills and other legislative or administrative actions in time-sensitive situations. The City Council delegates its authority to the mayor to sign support or opposition letters, consistent with the Platform. Additionally, the Platform enables staff to communicate on behalf of the City to state legislators and federal elected officials.

The Platform is developed through review of City needs and issues, staff input, and review of League of California Cities priorities and strategies. City Council adopted the first Platform in 2013. At its April 13, 2015, meeting, City Council directed staff to use the Platform as a guide for federal bill tracking and action, too. Typically, the City Council reviews and updates the Platform annually.

The 2022 City of Livermore Platform categories are:

- Community-Focused Governance
- Fiscal Stability
- Affordable Housing and Homelessness
- Planning and Sustainability
- Building Safety
- Infrastructure
- Job Creation and Economic Development
- Libraries
- Public Safety and Emergency Management
- Science, Technology, and Innovation
- Transportation and Parking
- Water

The State and Federal Legislative Platform evolves as City needs adjust, new issues arise, and conditions at the regional, state, and federal level change. Platform adjustments, whether due to federal policy changes or state policy reactions, may be considered at a future City Council meeting or at the next annual review in 2023.

Once approved by the City Council, the 2022 State and Federal Legislative Platform will be posted on the City's website at www.cityoflivermore.net/legislation. Staff also provide the City Council with periodic updates on letters sent, bill progress, and legislative developments.

When appropriate, the City of Livermore joins its Tri-Valley neighbors to advocate for issues and funding at the regional, state, and federal levels. The cities of Livermore, Dublin, Pleasanton, San Ramon, and the town of Danville develop a Tri-Valley Cities Legislative Framework. The Tri-Valley Framework overlaps many of the items in the City's Platform and provides another opportunity for advocacy progress and success.

The Tri-Valley Cities Legislative Framework is available to view at www.cityoflivermore.net/legislation.

Community-Focused Governance

The City values its ability to create policies that best fit the needs of the Livermore community. It is important to advocate for state legislation that provides framework guidance and allows local implementation.

1. **Support** legislation that enhances or streamlines local governance and allows cities to address the needs of local constituents within a framework of regional cooperation.

2. **Monitor** legislation that affects the ability of City Council to effectively govern.

3. **Monitor** cannabis-related legislation.

4. **Oppose** legislation that would prohibit or limit local governments' ability to contract out for services.

5. **Support** legislation that updates both the Brown Act and Public Records Act regarding electronic records and activities that support local decision-making without significant fiscal impact and new regulations that require staff resources.

6. **Oppose** legislation that requires or expands state involvement in City financial audits, fiscal monitoring, general oversight, or assistance by the State Treasurer, State Controller, or other state agencies.

7. **Support** a wording change in the Communications Act of 1934 that removes the distinction between "capital" and "operating" funds in order to provide more local control for community television stations in the use of their public, educational and government (PEG) channel fees with no rise in taxes or a reduction in revenue to the cable industry.

Fiscal Stability

Fiscal stability and financial independence are necessary to provide desired services and programs for residents and local businesses. City Council policy decisions direct staff to ensure the City's long-term financial stability. Unexpected diversion of local funds by the state or federal government erodes the ability of a city to plan and budget for short-and-long term service needs.

1. **Oppose** legislation that imposes unfunded or inadequate state or federal mandates.

2. **Support** legislation that updates the tax structure to enhance local government revenues that have declined due to the expansion of e-commerce, increased consumption of services rather than durable goods, and innovations in technology.

3. **Monitor** legislation regarding new fees or other revenue-enhancements.

4. **Oppose** legislation that reduces or eliminates payments to cities for use of property and rights-of-way for telecommunications.

5. **Support** legislation that provides sustainable and secure public pensions and other post-retirement benefits to ensure responsive and affordable public services.

6. **Support** legislation that streamlines the Workers' Compensation system.

7. **Oppose** legislation that would remove the federal tax exemption for municipal bonds.

Affordable Housing and Homelessness

The availability of a suitable living environment is essential to quality-of-life. It is important to support adequate and affordable housing opportunities and housing-related service needs.

1. **Support** regional solutions that balance housing, transportation/transit, and jobs together. Building housing without adequate transportation infrastructure may exacerbate, not alleviate, the affordable housing crisis.

2. **Support** legislation that protects existing affordable housing stock, including rental apartments, deed-restricted units, and mobile homes, and promotes affordable housing that includes long-term affordability agreements.

3. **Support** legislation that ensures incentives and density bonus provisions are directly linked to the level and percentage of affordable units provided for each project.

4. **Support** legislation that enables cities to develop locally appropriate plans that meet state objectives in a manner that is compatible with existing community character.

5. **Support** legislation that facilitates accessory dwelling units and encourages development of "missing-middle" housing that is compatible with suburban community character.

6. **Oppose** housing legislation that are not accompanied by funding that can support expanded transportation, transit, and infrastructure, including planning, and capital improvement programs and funding to support new school facilities.

7. **Oppose** housing legislation that results in a net loss of local funding.

8. **Support** housing legislation that promotes the development and enhancement of a diverse workforce, as long as the legislation does not create an unfunded mandate or conflict with local land use authority and financial stability.

9. **Oppose** housing legislation that unduly impacts local taxation capacity or diverts financial resources from essential local public services and infrastructure programs.

10. **Support** legislation that increases financial assistance to cities, non-profit organizations, and local partnerships to provide affordable, transitional, special needs, and emergency housing to the homeless, seniors, veterans, and people with special needs.

11. **Support** legislation that increases financial assistance to cities, non-profit organizations, and local partnerships to provide and promote self-empowerment for homeless individuals or families through counseling, job training, and other related services.

12. **Support** legislation that provides financial assistance, improved access to, and expansion of health care, mental health, and drug addiction services for low income and homeless individuals.

Planning and Sustainability

Land use planning coupled with environmental stewardship, such as mandatory reductions in greenhouse gases, emissions, solid waste generation, and energy consumption are vital to a community's quality of life.

1. **Oppose** legislation that diminishes cities' decision-making authority over land use decisions or zoning.

2. **Support** legislation preserving or enhancing the federal Community Development Block Grant (CDBG) program.

3. **Support** land use patterns that maintain safe residential neighborhoods, bolster economic prosperity, preserve open space, and enhance overall quality of life.

4. **Oppose** state or federal efforts to further erode local government authority regarding the location or permit review of small cell wireless equipment, cellular towers, transmission sites, or other devices on public infrastructure or in the public right of way.

5. **Support** funding and incentives for smart growth and sustainable development.

6. **Support** CEQA-reform legislation that improves the cost-effective and timely delivery of projects and decreases the ability for spurious lawsuits.

7. **Support** legislation or grant opportunities for cities that provide funding for developing or enhancing alternative vehicle fueling stations.

8. **Support** rebate programs, tax credits, and other financial incentives that encourage property owners to invest in energy efficiency and renewable energy systems, greenhouse gas-reducing technology, and alternative vehicle fueling stations in parking areas.

9. **Monitor** state and federal legislation related to climate adaptation.

10. **Support** measures that increase funding to local governments for landfill diversion programs such as food recovery, composting, and recycling.

11. **Support** Extended Producer Responsibility (EPR) legislation to encourage manufacturers to design environmentally friendly products by holding producers responsible for the costs of managing their products at end of life.

Building Safety

The City prioritizes protection of public health, safety and welfare by proper building design and construction practices.

1. **Support** legislation that increases the safety of buildings, reduces potential hazards and protects against fire and structure collapse.

2. **Support** legislation for seismic earthquake retrofits to protect individuals and structures.

3. **Support** legislation that contributes to the quality and durability of construction methods and materials

4. **Monitor** legislation to restrict number of inspections needed to verify safety of the built environment and other components.

5. **Support** measures to streamline photovoltaic and electrical vehicle charging permitting and installation.

6. **Support** legislation that contributes to the wellbeing of a community, preservation of life safety, and property maintenance.

Infrastructure

The condition of a city's infrastructure affects the community's quality-of-life. Sewer and water systems, sidewalks, and roads are subject to a wide number of regulations and must be maintained or replaced to ensure the health of the community.

1. **Support** state and federal legislation that would expand connectivity and access to digital resources.

2. **Oppose** legislation regarding infrastructure such as sidewalk repair that increases a city's unfunded infrastructure liability.

3. **Support** state and federal legislation that provides additional funding and/or preferred financing for local critical unmet infrastructure needs.

4. **Support** legislation that reduces or streamlines state and federal permitting requirements.

5. **Support** legislation that enhances the reliability of water transmission and storage through the Delta to the Tri-Valley.

6. **Support** legislation that provides new funding methods for flood control and stormwater management.

7. **Support** legislation that would acknowledge an adopted California Environmental Quality Act (CEQA) document can be substituted for a federal National Environmental Protection Agency (NEPA) document for infrastructure projects.

8. **Monitor** legislation that alters the state's agency permitting requirements and how they impact the timeliness and viability of natural resource projects planned by government agencies and special districts at the local and regional level including Fish and Game endowments.

Job Creation and Economic Development

The City encourages and supports business through strategic economic development initiatives. Fostering a strong business environment requires job creation, educational opportunities, and workforce development programs.

1. **Support** legislation that enhances or expands community and economic development tools and funding to address development and revitalization needs.

2. **Support** legislation or grants that focus on downtown development.

3. **Support** legislation that promotes and funds workforce development and re-training efforts focused on high-skilled jobs required by emerging industries.

4. **Support** legislation that encourages entrepreneurship, facilitates resource-sharing models, or otherwise reduces barriers to entry for small business.

5. **Support** legislation that provides insurance or loan guarantees for small business loans during recessionary periods.

Libraries

The Livermore Public Library connects people with information and education, and inspires experiences that support lifelong learning, personal growth, and enhanced quality-of-life. With strong community support, the Library offers programs, materials, and services most valued by residents.

1. **Support** legislation that increases financial assistance to cities to provide local library programs and literacy services.

2. **Support** legislation that seeks to close the digital divide through funding local libraries such that they may provide broadband and devices such as computers and tablets for community members to access.

3. **Support** legislation and funding efforts relating to early literacy, school readiness, adult literacy, career development, vocational support, and assistance to vulnerable populations

4. **Support** legislation that protects the privacy of patrons and their associated library records and data

5. **Support** legislation that enhances equitable, diverse, and inclusive initiatives and opportunities.

6. **Support** inclusivity, efforts to offer open and unfettered access to information and the exchange of ideas, and the welcoming of all people to express themselves regardless of their politics or beliefs.

Public Safety and Emergency Management

Effective public safety significantly enhances a community's quality-of-life. Maintaining a strong safety presence requires ongoing local, regional, state, and federal support.

1. **Support** legislation and grants that fund police and fire equipment upgrades, training, and capital improvements.

2. **Support** legislation that promotes and funds emergency management and recovery efforts.

3. **Support** legislation that maintains and increases grant funding for the Community Oriented Police Services (COPS) hiring program.

4. **Monitor** legislation pertaining to unmanned aircrafts (drones) and Federal Aviation Administration regulations.

5. **Support** legislation to increase penalty for prohibited persons in possession of firearms and use of firearms in the commission of a crime.

6. **Support** legislation that penalizes individuals who engage in drug and/or distracted driving activities.

7. **Support** legislative efforts to address the negative impacts of Proposition 47 (Reduced Penalties for Some Crimes, 2014) and Proposition 57 (Parole for Non-Violent Criminals and Juvenile Court Trial Requirements Initiative, 2016) and provide local law enforcement with tools to reduce criminal activity.

8. **Support** legislation that would provide funding and increase access to mental health care, response to mental health related calls for service, and drug/ alcohol treatment programs.

Science, Technology, and Innovation

As the only City in the United States with two national laboratories, science, technology, and innovation play an important role in the Livermore economy, workforce, and community values. Additionally, the City partnership with the labs and i-GATE fosters innovation, job creation, and economic development opportunities.

1. **Support** legislation that advances or encourages innovation, entrepreneurship, start-ups, small business opportunities, and/or workforce development.

2. **Support** legislation that encourages the expansion of STEM (Science, Technology, Engineering, and Mathematics) programs in K-12, higher education, libraries, and community-based organizations.

3. **Support** legislation that encourages and supports the transfer of technology from the national laboratories.

4. **Support** legislation that provides competitive grants, state partnerships, or other resources to iHubs or their member companies to encourage innovation and the science, technology, and innovation economies.

5. **Support** legislation that improves the federal labs' ability to update or expand their infrastructure.

Transportation and Parking

Regional and local transportation play a key role in a community's economic vitality and quality-of-life.

1. **Support** legislation that reduces congestion along Tri-Valley area freeways or reduces truck traffic along I-580 through roadway or rail improvements.

2. **Support** legislation that enhances the ability of local agencies to finance local transportation programs and facilities.

3. **Support** legislation that facilitates connectivity between major regional rail/transit systems.

4. **Support** legislation that provides incentives for rail and multimodal transit stations and transit-oriented development projects.

5. **Oppose** legislation mandating "one-size-fits-all" parking space requirements for future housing, entertainment, or retail developments or impinging on how parking spaces can be used.

6. **Support** legislation that provides incentives for shared public/private partnerships.

7. **Monitor** legislation that defines "high quality transit" for purposes of transit-oriented development as anything with service headways above hourly. Review on case-by-case basis to determine any impacts and/or benefits.

Water

Water, both quantity and quality, is essential to residential quality-of-life as well as agricultural and economic vitality and growth.

1. **Oppose** legislation that imposes a state tax or fee on customers of a public water system for drinking water.

2. **Monitor** legislation developing new water conveyance systems such as peripheral canals or tunnels (as mentioned in the proposed Bay Delta

Conservation Plan) to deliver adequate water to the Tri-Valley and the Silicon Valley.

3. **Support** legislation that expands the production and use of recycled water or increases local control of water supplies.

4. **Oppose** legislation that expands statewide mandatory water conservation and/or rationing unless the conservation measures are triggered in response to specific local water supply conditions.

5. **Support** legislation that allows direct and indirect potable water reuse.

6. **Oppose** legislation that allows the State Water Resources Control Board or Regional Water Quality Control Board to establish more stringent, clean water objectives unless the legislation provides a demonstrated water quality benefit as well as the means for jurisdictions to achieve the objectives.

7. **Support** regulations to protect drinking water from the impacts of hydrological fracturing (hydro-fracking) related to oil and gas exploration and extraction.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 7.2**

DATE: April 25, 2022

TO: Honorable Mayor and City Council

FROM: Christine Martin, Assistant City Manager

SUBJECT: Update on the FY 2021-23 City Council Goals and Priorities and Equity and Inclusion workplan.

RECOMMENDED ACTION

Staff recommends City Council receive an update on the FY 2021-23 Goals and Priorities and Equity and Inclusion workplan.

SUMMARY

On March 1, 2021, the City Council held a workshop to refine its goals and priorities for FY 2021-23 and provide direction regarding the development of a two-year work plan. The FY 2021-23 Goals and Priorities and work plan were approved by Council on May 10, 2021. This report presents the second update on the FY 2021-23 Goals and Priorities.

On July 26, 2021, the City Council received a final report on the work of the Equity and Inclusion Subcommittee and accepted the Subcommittee's recommendations. This report presents an update on the implementation status of those recommendations.

DISCUSSION

Goals and Priorities Update

Every two years, a Council Goals and Priorities Workshop is held to identify, discuss, and prioritize key issues that will be addressed over the coming two-year period. Based on direction received at the workshop, a report outlining Council goals and priorities, including a list of action items, is brought forward to Council for consideration as part of the two-year budget adoption process.

On May 10, 2021, Council approved five core goals and priorities and their associated work plans. The approved FY 2021-23 goals are listed below:

1. **Asset Management and Stormwater.** *Establish a comprehensive Asset Management Program with*

a focus on stormwater, ensuring the community continues to receive vital services through a sustainable infrastructure strategy.

2. **Downtown.** *Enhance the City's vibrancy by completing critical projects downtown, ensuring the right balance of local amenities to support quality of life.*

3. **General Plan Update.** *Engage in a comprehensive General Plan Update, including the Housing Element and Programmatic EIR, to address changes in regional and state policy, market trends, and community preferences, to plan for growth and conservation for the next 25 years, and support and enhance Livermore quality of life*

4. **Homelessness and Affordable Housing.** *Establish a homelessness strategy, engaging local partners to develop a coordinated response, and expand diversity of affordable housing projects.*

5. **Modernization, Training, and Workplace Enhancements.** *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Throughout the year, periodic goal implementation updates are presented to Council. The attached FY 2021-23 City Council Priorities Report summarizes recent accomplishments in each of the priority areas.

Equity and Inclusion Update

On July 26, 2021, the City Council received a final report on the work of the Equity and Inclusion Subcommittee and accepted the Subcommittee's recommendations. The attached Equity and Inclusion workplan summarizes recent accomplishments on the recommendations.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no fiscal or administrative impacts associated with this update.

ATTACHMENTS

1. FY 2021-23 City Council Priorities Report
2. Equity and Inclusion Final Recommendations Report

Prepared by: Christine Martin
Assistant City Manager

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

GOAL – ASSET MANAGEMENT AND STORMWATER: *Establish and maintain comprehensive Asset Management and Stormwater Management Programs, ensuring the community continues to receive vital services through a sustainable infrastructure strategy.*

Action Items

1.	Asset Management Program: Community Engagement	Status Update	Estimated Completion	Lead
	A) Work with the Community Asset Management (CAMP) Committee to obtain input on proposed management strategies, prioritization options, and public outreach efforts.	Six CAMP Outreach meetings held since May 2021 (two since the last update). Members provided input on upcoming outreach tools including asset fact sheets and stakeholder presentations.	Winter 2022-23	PW
	B) Develop a public education and engagement program to foster a sense of ownership and shared responsibility among residents, businesses, and property owners for the ongoing maintenance, renewal, and replacement of infrastructure.	Using the "Community Connections Campaign", staff and CAMP Outreach Committee members presented Asset Management information to approximately 75 community members, including the Sons in Retirement, Livermore Area Youth Advisory Committee, and other groups.	Winter 2022-23	PW
	C) Continue to partner with Zone 7, City of Pleasanton, City of Dublin and LARPD in the Living Arroyos Program and Adopt a Creek Spot programs to engage the public in creek restoration and trash clean-up projects.	The City of Dublin has recently joined the Living Arroyos program. City staff are actively working with LARPD and Zone 7 to resume Living Arroyos in-person events.	Ongoing	CDD / PW
	D) Complete annual reports to maintain Federal Emergency Management Agency Community Rating System Class 6 rating so property owners continue to receive a 20% discount on flood insurance through the National Flood Insurance Program.	Annual Report completed in July 2021	Ongoing	CDD

GOAL – ASSET MANAGEMENT AND STORMWATER: *Establish and maintain comprehensive Asset Management and Stormwater Management Programs, ensuring the community continues to receive vital services through a sustainable infrastructure strategy.*

Action Items

2.	Asset Management Program: Asset Data Collection and Analysis	Status Update	Estimated Completion	Lead
✓	**A)** Migrate asset data into NEXGEN, the enterprise asset and workorder management software, and develop a user training program.	Developed workflow and business practices, migrated asset data, and developed a training program for all maintenance staff. Transitioned to NEXGEN software in September 2021.	Completed	PW
	B) Collect real-time maintenance, rehabilitation and replacement data and continually update the work management software and GIS system. Continue to improve asset data, identify missing data, and develop plan for future data collection efforts.	Based on new and improving asset management data, completed significant improvements to the trees, trails, and curb ramp GIS layers. Developed and implemented a new standard specification requiring vendors and contractors to provide relevant asset management information when rehabilitating, replacing, or installing new infrastructure. Entered into a contract amendment with NEXGEN to develop a custom app and web-portal named Livermore Connect. This app will quickly and easily allow community members to report maintenance and other concerns on a computer or mobile device by dropping a locational pin and uploading a picture of the issue. If contact information is provided, the user will receive project updates as their service request is addressed.	Fall 2022	PW
	C) Utilize risk-based criteria to prioritize infrastructure repair and replacement and refine management strategy options. Provide real-time tools for data analysis to help with project and budget decisions.	Analyzed asset management data from the existing solar array behind City Hall to determine the most financially responsible method to implement a future solar project on the L Street garage.	Winter 2022-23	PW

GOAL – ASSET MANAGEMENT AND STORMWATER: *Establish and maintain comprehensive Asset Management and Stormwater Management Programs, ensuring the community continues to receive vital services through a sustainable infrastructure strategy.*

Action Items

	D) Develop a training program and train staff to use NEXGEN Asset Management software.	Implemented a multi-week training program for all maintenance staff (virtual and in-person). Additional training will be required on mobile device real-time asset data collection.	Fall 2022	PW
3.	**Stormwater Management**			
	A) Develop a comprehensive Stormwater Management Program.	A preliminary Stormwater Management Program has been developed identifying current and anticipated staff roles across divisions.	Summer 2022	PW
	B) Complete a condition assessment to better understand the current condition of the storm drain system (inlets, pipes, manholes, etc.) and the reliability of current asset properties (pipe material, inlet configuration, etc.).	Field work is complete. Draft report is in progress	Summer 2022	PW
	C) Participate in inter-governmental coordination and advocacy efforts to address regional and localized flood management practices and projects.	The City continues to participate in Bay Area Flood Protection Agency Association meetings to engage with regional flood management and advocacy efforts. The City is awaiting opportunities to engage as a stakeholder with Zone 7 as part of their Flood Management Plan update process. This process will help determine future CIP projects on Tri-Valley creeks and waterways, as well as potential policy changes in Zone 7's creek acquisition policies.	Ongoing	CDD / PW
	D) Conduct a public education campaign. Portions of this task will be completed in conjunction with Asset Management item 1B.	WRD staff have provided information to the CAMP committee on the stormwater system at two meetings.	Spring 2023	PW

GOAL – ASSET MANAGEMENT AND STORMWATER: *Establish and maintain comprehensive Asset Management and Stormwater Management Programs, ensuring the community continues to receive vital services through a sustainable infrastructure strategy.*

Action Items

	E) Stream Maintenance Program. Utilize the Stream Maintenance Program to repair storm damage and maintain creeks, outfalls and infrastructure in creeks.			
✓	1. Complete annual notifications (quantitative assessments biological assessment, cultural assessment, soil analysis, description of work, environmental impacts and mitigation)	Projects were permitted and carried out in Fall 2021. The 2022 Annual Notification is in being prepared for submittal to enable projects for Fall 2022.	Completed	PW
	2. Renew RWQCB Permit	The City has requested an extension for the current permit and expects to renew the permit in 2023 with an expansion to cover emergency projects.	Summer 2022	PW
	3. Complete creation of creek inspection tool and integrate into existing workflows.	An initial creek inspection tool has been created and beta-tested in the field. Staff and consultants are working to integrate this tool with the new NexGen and GIS systems.	Summer 2022	PW
✓	**F)** Present the costs and benefits of completing a Habitat Conservation Plan (HCP) grant application to the City Council.	A Resolution authorizing the City to apply for HCP grant funds was approved by Council in January 2022.	Completed	CDD
	G) Identify missing stormwater asset data and develop a plan for future data collection efforts.	This task has been integrated with the Stormwater Asset Condition Assessment Project (Item 3B).	Summer 2022	PW / CDD
✓	**H)** Update the City's Stormwater Master Plan.	The consultant completed their work in February and presented the final report to staff.	Completed	PW

GOAL – ASSET MANAGEMENT AND STORMWATER: *Establish and maintain comprehensive Asset Management and Stormwater Management Programs, ensuring the community continues to receive vital services through a sustainable infrastructure strategy.*

Action Items

✓	**I)** Complete mid-term update of the Tri-Valley Hazard Mitigation Plan.	Completed through coordination with our regional partners in July 2021.	Completed	CDD
4.	**Fiscal Sustainability**	**Status Update**	**Estimated Completion**	**Lead**
	A) Create an Asset Management Fund to meet the program's financial needs for future asset rehabilitation, replacement, and/or divestment.	The Infrastructure Repair and Replacement Reserve fund is currently at $10 million.	Spring 2022	ASD / PW
	B) Complete a cost of service study using the outcome of the storm drain condition assessment project (3B) and existing information on stream management.		Spring 2023	PW
	C) Develop a proposed Municipal Code amendment to increase the Urban Runoff Fee.		Summer 2023	PW / CAO
	D) Explore new revenue sources for asset management and stormwater management such as grants, tax measures, etc.	Completed a public opinion research poll to gauge support for a potential new sales tax for infrastructure. On February 28, 2022, Council received the results and directed staff not to proceed with a revenue measure.	Summer 2023	PW

GOAL – DOWNTOWN: *Enhance the City's vibrancy by completing critical projects downtown, ensuring the right balance of local amenities to support quality of life.*

Action Items

1.	Hotel and Public Infrastructure	Status Update	Estimated Completion	Lead
✓	**A)** Work with Presidio to bring an updated Development Agreement to City Council for review, including updated parking information and a revised schedule of performance	DDLA completed in December of 2021	Completed	CDD
	B) Council review and approval of updated entitlements for Downtown hotel		Summer 2022	CDD
	D) Hotel and Public Infrastructure begins construction		Spring 2024	CDD
	E) Hotel opens for business		Spring 2025	CDD
3.	**Parking and Circulation**	**Status Update**	**Estimated Completion**	**Lead**
	A) I-Street Garage			
✓	1. Begin construction	Construction began on April 12, 2021, and is on schedule for completion in Summer 2022.	Completed	CDD
	2. Complete construction		Summer 2022	CDD
	B) L Street Garage			
	1. Complete design	Design work started on the L Street Garage in August 2021.	Summer 2022	CDD
	2. Start construction		Fall 2022	CDD
	3. Complete construction		Spring 2024	CDD
	C) K Street Extension and Walkway	Temporary paving will be completed as part of the Eden Housing Project. Final stamped concrete and		

GOAL – DOWNTOWN: *Enhance the City's vibrancy by completing critical projects downtown, ensuring the right balance of local amenities to support quality of life.*

Action Items

	1. Start construction	walkway amenities will be constructed after the Science Center and Black Box Theater are completed.	Summer 2024	CDD
	2. Complete construction		Summer 2025	CDD
4.	**Downtown Core Implementation**	**Status Update**	**Estimated Completion**	**Lead**
	A) Veterans Park			
✓	1. Conduct Veterans Park design public outreach	On July 12, 2021, the City Council adopted a Resolution authorizing execution of an agreement with RRM Design Group to conduct public outreach and design and assist in construction administration of Veterans Park. Staff and RRM completed stakeholder engagement in mid-September.	Completed	CDD
	2. City Council review and approval of Veterans Park design		Spring 2022	CDD
	3. Start construction	Coordinating with construction schedule for Eden Housing.	Summer 2024	CDD
	4. Complete construction		Summer 2025	CDD
	B) Commercial Uses			
	1. Review and approval of entitlement plans for Madden commercial buildings	On August 20, 2021, staff reviewed preliminary concept plans and provided comments back to Red Bear Inc. project team. Applicant submitted Downtown Design Review 21-012 application in March 2022.	Summer 2022	CDD
	2. Start construction of commercial buildings		Spring 2023	CDD
	3. Open for business		Spring 2024	CDD

GOAL – DOWNTOWN: *Enhance the City's vibrancy by completing critical projects downtown, ensuring the right balance of local amenities to support quality of life.*

Action Items

	C) Black Box Theater 1. City Council consideration of Development and Disposition Agreement		Summer 2022	CDD/CMO
✓	**D)** Quest Science and Society Center 1. Review and approval of Quest interim educational demonstration area	In summer 2021, staff approved a License Agreement with Quest Science Center to operate the interim educational demonstration area. The interim educational demonstration area was constructed and opened for events in August 2021.	Completed	CDD/CMO
	E) Trash Enclosure in surface parking lot behind the First Street Alehouse 1. Complete design 2. Complete construction	Staff is finalizing the design of a trash enclosure that will be located in the surface parking lot behind the First Street Alehouse. Staff is coordinating the final design with the adjacent businesses and Livermore Sanitation.	Spring 2022 Spring 2023	CDD
	F) Electric vehicle fast chargers in surface parking lot behind First Street Alehouse 1. Finalize lease agreement 2. Complete construction	Staff is working on a lease agreement with East Bay Community Energy Authority which will allow them to construct, operate, and maintain fast chargers for electric vehicles in the surface parking lot behind the First Street Alehouse.	Spring 2023 Fall 2023	CDD

GOAL – DOWNTOWN: *Enhance the City's vibrancy by completing critical projects downtown, ensuring the right balance of local amenities to support quality of life.*

Action Items

	G) Eden Housing Project			
✓	1. Entitlement review	On May 25, 2021, the City Council adopted Resolutions approving the project.	Completed	CDD
	2. Start construction	Delayed pending litigation	Fall 2023	CDD
	3. Complete construction		Fall 2024	CDD
5.	**Additional Downtown Enhancements**	**Status Update**	**Estimated Completion**	**Lead**
✓	**A)** Enhanced lighting to eliminate dark spots and to improve safety in the Downtown Core	CIP 201841 was accepted by the City Council on July 26, 2021. Additional lighting enhancements will be made with various downtown CIP projects such as the L Street Garage.	Completed	CDD
	B) First Street Streetscape (Legacy Project) completion	Work has commenced	Fall 2022	CDD
	C) Paseos			
	1. Acquire & extend eastern paseo		Spring 2024	CDD
	2. Construct western paseo		Spring 2024	CDD
6.	**Livermorium Plaza**	**Status Update**	**Estimated Completion**	**Lead**
✓	1. Start construction	Construction began July 12, 2021, and is on schedule for completion by Livermorium Day, May 30, 2022.	Completed	CDD
	2. Complete construction		Spring 2022	

GOAL – GENERAL PLAN UPDATE: *Comprehensively update the Livermore General Plan, including Housing Element and Programmatic EIR, to address changes in regional and state policy, market trends, and community preferences, to plan for growth and conservation for the next 25 years, and support and enhance Livermore quality of life.*

Action Items

1.	Project Team Formation	Status Update	Estimated Completion	Lead
✓	**A)** Prepare project scope and budget and enter into a contract with PlaceWorks.	On June 28, 2021, the City Council adopted a Resolution approving a Professional Services Agreement with PlaceWorks to update the Livermore General Plan and Housing Element and authorizing the formation of a Citizens Advisory Committee.	Completed	CDD
2.	**Steering / Advisory Committee**	**Status Update**	**Estimated Completion**	**Lead**
✓	**A)** Seek Council authorization to form a Citizens' Advisory Committee and present recommendations for selection criteria, bylaws, and rules of procedure.	On July 26, 2021, the City Council adopted a Resolution establishing the General Plan Advisory Committee Rules of Procedure. On September 13, Council approved the Committee selection process. Committee interviews and selection occurred on September 28, 30, and October 7.	Completed	CDD
	B) Educate the Advisory Committee on rules of procedure, planning concepts, general plan law and required elements, and technical information and obtain Committee feedback on various plan components alternatives, and policies.	Staff and PlaceWorks have facilitated seven General Plan Advisory Committee meetings. Topics included: overview of the General Plan and update process, key learnings on Housing Element and housing law, the land use alternatives process and land use types, and population and economic trends. Committee has provided feedback on vision statement, community engagement, and land use focus areas.	Winter 2023-24	CDD
3.	**Existing Conditions Analysis**	**Status Update**	**Estimated Completion**	**Lead**
✓	**A)** Evaluate existing policies and planning documents, current laws and regulations, land use patterns.	Throughout the Fall 2021, staff and PlaceWorks conducted a multi-disciplinary review of planning documents, federal, state, regional and local	Completed	CDD

GOAL – GENERAL PLAN UPDATE: *Comprehensively update the Livermore General Plan, including Housing Element and Programmatic EIR, to address changes in regional and state policy, market trends, and community preferences, to plan for growth and conservation for the next 25 years, and support and enhance Livermore quality of life.*

Action Items

		regulations and evaluated economic and development trends.		
	B) General Plan and EIR Topics 1. Prepare an existing conditions report on all General Plan and EIR topics. 2. Prepare white papers to serve as a foundation for a range of alternatives the Council, Planning Commission, Advisory Committee, and the community could consider to address key issues and future trends.	On March 3, 2022, staff and PlaceWorks completed existing conditions reports for a variety of topics (land use and circulation are nearing completion). The reports have been posted on the project website. In addition, staff and PlaceWorks are preparing a graphically oriented online tool to make the technical reports easily accessible to the community.	Spring 2022 Spring 2022	CDD CDD
	C) Present existing conditions report and white paper topics to Advisory Committee, Planning Commission, and City Council for direction and feedback.		Spring 2022	CDD
4.	**Community Engagement**	**Status Update**	**Estimated Completion**	**Lead**
✓	**A)** Develop a Community Participation Plan to identify outreach and engagement channels and strategies, stakeholder and focus groups, pop-up events, workshops, and open houses.	In November 2021, staff and PlaceWorks posted the Equity and Inclusion Plan on the website, which is the strategy for engaging with the community throughout the General Plan Update.	Completed	CDD

GOAL – GENERAL PLAN UPDATE: *Comprehensively update the Livermore General Plan, including Housing Element and Programmatic EIR, to address changes in regional and state policy, market trends, and community preferences, to plan for growth and conservation for the next 25 years, and support and enhance Livermore quality of life.*

Action Items

	The Plan will outline a schedule for various engagement events and activities at key milestones in the planning process.			
✓	**B)** Develop and manage a project website and a variety of online engagement tools.	The website is live and staff and PlaceWorks are developing online engagement tools and posting relevant documentation.	Completed	CDD
	C) Prepare outreach materials (e.g., flyers, posters, press releases, newsletters, FAQs, social media posts, e-blasts, videos, Downtown kiosk display).	Staff and PlaceWorks continue to produce outreach materials, videos, posters, press releases, etc. New material will be produced on an ongoing basis.	Ongoing	CDD
✓	**D)** Conduct visioning workshops with community and focus groups.	The first Visioning workshop (virtual) took place on September 23, 2021. Staff and PlaceWorks engaged the community at Farmers Markets, Marilyn Avenue Food Pantry, and other venues. On March 14, 2022, Council adopted the draft vision statement.	Completed	CDD
5.	**Alternatives Development and Evaluation**	**Status Update**	**Estimated Completion**	**Lead**
	A) Focus Areas and Infill Sites 1. Identify potential focus areas and infill sites (that also correspond to Housing Element site inventory); and confirm focus areas with Advisory Committee and community.	Staff and PlaceWorks have presented land use concepts, land use types, and the land use alternatives process to the Advisory Committee. Committee has begun providing feedback on potential focus areas. Staff and PlaceWorks prepared a Housing Element sites inventory. Staff and PlaceWorks received community feedback on focus areas at pop up events and through online activities.	Spring 2022	CDD

GOAL – GENERAL PLAN UPDATE: *Comprehensively update the Livermore General Plan, including Housing Element and Programmatic EIR, to address changes in regional and state policy, market trends, and community preferences, to plan for growth and conservation for the next 25 years, and support and enhance Livermore quality of life.*

Action Items

	2. Within each focus area/infill site, develop alternatives and evaluate each alternative's performance.		Summer 2022	CDD
	B) Land use and circulation alternatives 1. Develop a series of land use and circulation alternatives for General Plan Area and Focus Areas (including Housing Element inventory sites) based on visioning, goals setting, community input, Committee comments, and Council direction. 2. Present to the community and facilitate Advisory Committee meetings to review draft alternatives. 3. Present Committee and community feedback to Planning Commission. 4. Present to City Council. 5. Create a preferred alternative based on Council direction and community input.		Summer 2022 Summer 2022 Summer 2022 Fall 2022 Fall 2022	CDD CDD CDD CDD CDD
6.	**Policy Development and Evaluation**	**Status Update**	**Estimated Completion**	**Lead**
	A) Evaluate existing policies and prepare policy framework options to address new state requirements and to achieve the preferred alternative.		Fall 2022	CDD

GOAL – GENERAL PLAN UPDATE: *Comprehensively update the Livermore General Plan, including Housing Element and Programmatic EIR, to address changes in regional and state policy, market trends, and community preferences, to plan for growth and conservation for the next 25 years, and support and enhance Livermore quality of life.*

Action Items

	B) Draft new goals, objectives, policies, and actions needed to address elements of the general plan and City priorities.		Winter 2022-23	CDD
	C) 1. Receive input from staff and the Advisory Committee. 2. Present draft policies to Planning Commission. 3. Present draft policies to City Council.		Spring 2023 Spring 2023 Spring 2023	CDD CDD CDD
7.	**General Plan Document Preparation**	**Status Update**	**Estimated Completion**	**Lead**
	A) Prepare a General Plan outline and document format and select a design option.		Spring 2023	CDD
	B) Prepare an Administrative Draft General Plan.		Spring 2023	CDD
	C) 1. Prepare a Public Review Draft General Plan. 2. Present Public Review Draft to Advisory Committee and community.		Summer 2023 Summer 2023	CDD CDD
	D) 1. Present the Draft General Plan to the Planning Commission.		Fall 2023	CDD

GOAL – GENERAL PLAN UPDATE: *Comprehensively update the Livermore General Plan, including Housing Element and Programmatic EIR, to address changes in regional and state policy, market trends, and community preferences, to plan for growth and conservation for the next 25 years, and support and enhance Livermore quality of life.*

Action Items

	2. Present the Draft General Plan to City Council.		Fall 2023	CDD
	E) Prepare the Final General Plan document.		Fall 2023	CDD
	F) Create and launch an online General Plan to provide greater transparency and accessibility.		Winter 2023-24	CDD/ASD
8.	**Housing Element**	**Status Update**	**Estimated Completion**	**Lead**
✓	**A)** Meet with community organizations, service providers, and key stakeholders to seek input on policy issues and understand local housing needs.	Throughout the Fall of 2021, staff and PlaceWorks met with the community and stakeholders to seek input on policy and housing related issues.	Completed	CDD
✓	**B)** Conduct various assessments and analyses that pertain to the Housing Element.	Throughout the Fall of 2021 and Winter 2021-22, staff and PlaceWorks analyzed current conditions, supply, land use data, and RHNA allocations.	Completed	CDD
✓	**C)** Update Housing Element goals, policies, and quantified objectives based on the various housing assessments and community input.	Staff and PlaceWorks updated goals and policies within the Housing Element and prepared an administrative draft document.	Completed	CDD
	C) Prepare an Administrative Draft Housing Element and corresponding CEQA document.		Spring 2022	CDD

GOAL – GENERAL PLAN UPDATE: *Comprehensively update the Livermore General Plan, including Housing Element and Programmatic EIR, to address changes in regional and state policy, market trends, and community preferences, to plan for growth and conservation for the next 25 years, and support and enhance Livermore quality of life.*

Action Items

	D) Draft Housing Element and CEQA document. 1. Present public review draft of the Housing Element and CEQA document to Advisory Committee. 2. Present public review draft of the Housing Element and CEQA document to Planning Commission. 3. Present public review draft of the Housing Element and CEQA document to City Council.		Spring 2022 Summer 2022 Summer 2022	CDD CDD CDD
	E) Prepare the Final Housing Element document.		Fall 2022	CDD
	F) Submit the Final Housing Element to the State Housing and Community Development Department for review and certification.		Winter 2022-23	CDD
9.	**Environmental Impact Report**	**Status Update**	**Estimated Completion**	**Lead**
	A) 1. Prepare Draft and Final Notice of Preparation (NOP) including project description and EIR/Plan development process. 2. Conduct public Scoping Meeting commencing the EIR preparation process and receive initial		Fall 2022 Fall 2022	CDD/CAO CDD/CAO

GOAL – GENERAL PLAN UPDATE: *Comprehensively update the Livermore General Plan, including Housing Element and Programmatic EIR, to address changes in regional and state policy, market trends, and community preferences, to plan for growth and conservation for the next 25 years, and support and enhance Livermore quality of life.*

Action Items

	community input on topics that should be covered in the evaluation of the General Plan Update.			
	B) 1. Prepare the Administrative Draft EIR based on the existing conditions report, alternatives, and technical analysis (traffic modeling, air quality, biological, etc.).		Summer 2023	CDD/CAO
	2. Prepare a Mitigation Monitoring and Reporting Program.		Summer 2023	CDD/CAO
	C) 1. Prepare the Public Draft EIR for public review and comment.		Summer 2023	CDD
	2. Prepare and publish Notice of Availability.		Fall 2023	CDD
	3. Conduct a community meeting.		Fall 2023	CDD
	D) Draft EIR			
	1. Prepare the Draft EIR for adoption at public hearing including a summary and response to public comments received.		Fall 2023	CDD
	2. Present the Draft EIR to Planning Commission.		Fall 2023	CDD

GOAL – GENERAL PLAN UPDATE: *Comprehensively update the Livermore General Plan, including Housing Element and Programmatic EIR, to address changes in regional and state policy, market trends, and community preferences, to plan for growth and conservation for the next 25 years, and support and enhance Livermore quality of life.*

Action Items

	3. Present the Draft EIR to City Council for adoption along with the General Plan.		Fall 2023	CDD
	E) Prepare Draft and Final Notice of Completion (NOC).		Fall 2023	CDD

GOAL – HOMELESSNESS AND AFFORDABLE HOUSING: *Establish a homelessness strategy, engaging local partners to develop a coordinated response, and expand diversity of affordable housing opportunities.*

Action Items

1.	Homeless Strategic Framework	Status Update	Estimated Completion	Lead
	A) Council Subcommittee on Homelessness			
	1. Work with Council Subcommittee on Homelessness to meet Strategic Framework goals for short- medium- and long-term strategies and funding sustainability.	In January, staff met with the Subcommittee to discuss potential California Homekey program opportunities to meet the Subcommittee's short-medium-and long-term goals. One application was submitted in January 2022 and another is in development.	Winter 2022	CDD
	2. Conduct Subcommittee meetings to receive community input and identify long-term solutions to recommend to Council.	In January, staff met with the Subcommittee to discuss long term strategies to address substance abuse and mental health services for the unsheltered population. Staff is working with the County to identify a possible location for sober/detox services in the Tri-Valley.	Fall 2022	CDD
	3. Work with the Subcommittee to identify additional sources of financing for the continued operation of Council approved crisis intervention services, trash service, biohazard service, and storage.	The State budget has specific funding available to address homelessness related services including crisis intervention and trash and bio-hazard services. The County is submitting their funding plan (Home Together) to the State in April 2022.	Summer 2022	CDD
	B) Regional Advocacy			
	1. Work with the cities of Dublin and Pleasanton to secure future funds.	Staff from Livermore, Dublin and Pleasanton regularly meet with the County to identify County, State and Federal resources. The State budget included $12 billion in homelessness funds that will funnel through the County to cities and regions.	Ongoing	CDD
	2. Secure State and/or Alameda County Homeless Housing Assistance Program Funds (HHAP 3) funds.	The County is developing a process to release HHAP 3 funds to those cities and regions in their vendor pool. Livermore is the only Tri-Valley City in the County's	Summer 2022	CDD

GOAL – HOMELESSNESS AND AFFORDABLE HOUSING: *Establish a homelessness strategy, engaging local partners to develop a coordinated response, and expand diversity of affordable housing opportunities.*

Action Items

		vendor pool and will administer HHAP funds for the City and region. Additionally, Livermore along with Hayward, Union City, and Piedmont submitted a joint Homekey application to the State to purchase scattered housing sites for the unsheltered. Homekey is the State of California's largest homelessness investment, to date.		
	3. Identify Federal, State and County funds to address Homelessness.	The State budget included $12 billion in new homelessness funding. Program guidelines are still be developed by the State prior to the funding being released. Housing and Homelessness funding through the County's voter approved Measure W is still in litigation. No indication when the funds will be released.	Summer 2022	CDD
✓	4. Work with Alameda County to identify and implement a Project Roomkey/Safer Ground Hotel.	Livermore Safer Ground hotel officially closed on July 31st. All Livermore participants were either placed into housing units or transferred to another County hotel participating in the program.	Completed	CDD
	C) Nonprofit Service Provider Capacity Building			
✓	1. Assist providers with identifying and leveraging local funds.	Staff helped nonprofit partners identify and apply for federal funds that could leverage City funding for housing and human services, such as the Federal Eviction Prevention Program.	Completed	CDD
	2. Provide office space at the Multi-Service Center for CityServe.	Construction at the Multi-Service Center is nearly complete, which will expand CityServe's presence at this location and support existing health and human services providers	Summer 2022	CDD

GOAL – HOMELESSNESS AND AFFORDABLE HOUSING: *Establish a homelessness strategy, engaging local partners to develop a coordinated response, and expand diversity of affordable housing opportunities.*

Action Items

	D) Social Opportunity Endowment (SOE) Fund			
	1. Work to evaluate and increase funding into the SOE fund.		Fall 2022	CDD
	2. Work to secure new SOE funding opportunities from developments in the Isabel Neighborhood Specific Plan.		Fall 2022	CDD/OIED
	E) Human Services Facility Fee			
	1. Work with consultant to revise fee calculation methodology to include community rooms, multi-service resource centers, shelters, etc.		Summer 2022	CDD
	2. Work with consultant to evaluate fee methodology for residential and commercial developments.		Fall 2022	CDD
	F) Local Agency Coordination			
	1. Coordinate a quarterly meeting with Zone 7, Caltrans, East Bay Regional Parks District, and LARPD.	In June 2021, the City partnered with Caltrans and local service providers to conduct a clean-up operation on the encampment located on private property and CalTrans property in and around the Walmart area. About 20 residents in the area relocated and five accepted assistance. Approximately 40 tons of garbage and hazardous waste was collected and disposed.	Ongoing	CDD
	2. Identify and coordinate resources for encampment issues.	In September, the City partnered with Caltrans and local providers to conduct a clean-up operation near the E Airway/Portola area. Five residents in the area were relocated and offered hotel vouchers.	Ongoing	CDD

GOAL – HOMELESSNESS AND AFFORDABLE HOUSING: *Establish a homelessness strategy, engaging local partners to develop a coordinated response, and expand diversity of affordable housing opportunities.*

Action Items

	3. Coordinate resources with the business community.	Staff continues to work with local agency partners, service providers and local businesses on coordinated response, including vegetation removal.	Winter 2021-22	CDD
	G) Rental Assistance Program			
✓	1. Work with County to secure additional funding for development of a rental assistance program to address the needs of persons facing eviction due to the pandemic.	As of early March 2022, $2,992,957 in federal COVID-19 rent relief funds have been disbursed to Livermore tenants. The County is continuing to advocate for unspent federal funds to be re-allocated to Alameda County to meet the enormous local need for rent relief.	Completed	CDD
✓	2. Identify service providers and housing counselors who will provide necessary tenant based services.	The City is contracting with CityServe to help Livermore residents access these funds.	Completed	CDD
	3. Provide outreach and marketing to identify those in need of program services.	City is disseminating information about the program	Fall 2022	CDD
2.	**Development of Affordable Multifamily Projects**	**Status Update**	**Estimated Completion**	**Lead**
	A) Avance (formerly Sunflower Hill)			
✓	1. Begin construction of Avance.	The project is under construction	Completed	CDD
	2. Complete project construction.		Summer 2022	CDD
✓	3. Work with the Livermore Housing Authority to secure project based vouchers.	Twenty-five (25) of the project units will receive Project-based Section 8 rental subsidies through the Livermore	Completed	CDD

GOAL – HOMELESSNESS AND AFFORDABLE HOUSING: *Establish a homelessness strategy, engaging local partners to develop a coordinated response, and expand diversity of affordable housing opportunities.*

Action Items

		Housing Authority, assisting extremely low-income tenants.		
	4. Work with MidPen on identifying tenants for the project.	MidPen Housing and the City are working closely with local agencies who serve the Developmentally Disabled community to help outreach to their consumers with information on the project.	Fall 2022	CDD
	B) Chestnut Family			
✓	1. Assist with the Grand Opening for Chestnut Family Project.	The Grand Opening event for Chestnut Square Family took place on Friday, August 20th, celebrating the completion of 42 affordable homes for families and formerly unhoused households. This was the final phase of an intergenerational community in Livermore, with the 72-unit affordable Chestnut Square Senior apartments next door.	Completed	CDD
	C) Interfaith Housing/Pacific Avenue			
✓	1. Work with Interfaith Housing to finalize plans for a senior affordable rental project.	On September 13, 2021 the Council approved the Development, Disposition, and Loan Agreement (DDLA) for the project.	Completed	CDD
✓	2. Secure project entitlements.	On November 16, 2021, the Planning Commission approved the project entitlements.	Completed	CDD
	3. Identify and secure sources of outside funding for site development.	The City received an award from the State's Local Housing Trust Fund to support the project and the developer submitted an application to the No Place Like Home program to support site development as well as operating costs for units for formerly homeless seniors.	Fall 2022	CDD
	4. Begin construction.		Winter 2022-23	CDD

GOAL – HOMELESSNESS AND AFFORDABLE HOUSING: *Establish a homelessness strategy, engaging local partners to develop a coordinated response, and expand diversity of affordable housing opportunities.*

Action Items

✓	**D)** Livermore Village Catalyst Site 1. Identify and secure sources of outside funding for site development.	Eden Housing submitted an application for tax credits and the project received one of the highest scores in the region.	Completed	CDD
	E) 2047 First Street (Griener) 1. Identify developer for a mixed-use retail/affordable housing project.	Staff are working to meet all the State surplus land disposition requirements and set the foundation for identifying a developer for the site.	Fall 2022	CDD
	2. Secure project entitlement.		Winter 2022-23	CDD
	3. Identify and secure project financing.		Spring 2023	CDD
	4. Begin construction.		Fall 2023	CDD
	F) Livermore Housing Authority Acquisition/Rehab Project - Work with the Livermore Housing Authority (LHA) on the rehabilitation of their units on Bluebell Ave, Chestnut Ave, and I Street. 1. Develop scope of work for each of the project sites.	Staff presented to members of the Livermore Housing Authority board on the State Homekey program and the acquisition/rehab opportunities it presents for various potential project sites.	Summer 2022	CDD
	2. Develop and approve new loan and regulatory agreements for the sites.		Fall 2022	CDD
	3. Identify and secure outside sources of project financing.		Winter 2022-23	CDD
	4. Complete rehabilitation work.		Spring 2023	CDD

GOAL – HOMELESSNESS AND AFFORDABLE HOUSING: *Establish a homelessness strategy, engaging local partners to develop a coordinated response, and expand diversity of affordable housing opportunities.*

Action Items

	G) Reach Housing Accessory Dwelling Units (an expansion of their shared housing model for persons with developmental disabilities).			
✓	1. Determine suitable site location for ADU's.	Staff have identified potential sites and shared housing operators and released a request for proposals in December 2021, for the State Permanent Local Housing Allocation funds awarded for this program.	Completed	CDD
	2. Secure financing.	City Council will consider a rehabilitation loan to Tri-Valley REACH for their Colgate property in Spring 2022.	Spring 2022	CDD
	3. Obtain City approvals.		Summer 2022	CDD
	4. Construct units.		Fall 2022	CDD
	H) Identify existing multifamily unit projects for purchase to convert to affordable/workforce housing.	The City's Request for Information for the Homekey program, released in August 2021, includes a solicitation for multifamily developments interested in converting to affordable housing.	Spring 2022	CDD
	I) Vineyard Project			
✓	1. Work with Housing Consortium of the East Bay (HCEB) to secure project financing.	All project financing has been secured for the project and construction commenced in March 2022.	Completed	CDD
✓	2. Develop construction plans for the project.		Completed	CDD
✓	3. Begin project construction.	Construction began with demolition in March 2022	Completed	CDD
	4. Work with nonprofit service providers to identify and secure appropriate services.		Winter 2022-23	CDD

GOAL – HOMELESSNESS AND AFFORDABLE HOUSING: *Establish a homelessness strategy, engaging local partners to develop a coordinated response, and expand diversity of affordable housing opportunities.*

Action Items

	J) Hotel Acquisition and Rehabilitation (for development of transitional housing and on-site services to support homeless)			
✓	1. Identify hotel sites for possible acquisition.	Staff continues to participate in the County hotel acquisition working group and engaged a consultant who identified potential hotel sites. Staff released a released a Request for Information in August 2021, to identify potential acquisition sites and developer/owners for the project.	Completed	CDD
	2. Work with County to secure financing.		Winter 2022-23	CDD
	3. Identify developer/owner for the project.		Fall 2021	CDD
	4. Acquire site.		Winter 2022-23	CDD
	5. Develop construction plans for the project.		Spring 2023	CDD
	6. Begin construction.		Fall 2023	CDD
	7. Work with nonprofit service providers to identify and secure appropriate services.		Winter 2023-24	CDD
	K) Work with the real estate community and nonprofit developers to identify new sites for development of affordable housing for use with the Housing First Program.	The Homekey program Request for Information released in August 2021 identified new sites and partners for developing affordable housing for people experiencing homelessness, and staff are working with developers of existing projects in the affordable housing pipeline to identify funds that can help set aside units and support ongoing on-site services for this population.	Summer 2022	CDD

GOAL – HOMELESSNESS AND AFFORDABLE HOUSING: *Establish a homelessness strategy, engaging local partners to develop a coordinated response, and expand diversity of affordable housing opportunities.*

Action Items

	L) Identify sites for use in the development of transitional/interim housing units.	Staff are also designing a Housing First program with the Livermore Housing Authority to set aside units at Leahy Square as transitional housing for homeless families and are applying for funding for necessary supportive services.	Summer 2022	CDD
3.	**Create Affordable Ownership Opportunities**	**Status Update**	**Estimated Completion**	**Lead**
	A) Administer the City's Inclusionary Housing Program			
	1. Work with provider to create buyer eligibility lists for projects under agreement with the Affordable Homeownership program.	In March of 2021, the City conducted a process to establish a new list of people interested in buying homes through the program and received 866 applications. As of 9/8/21, the Affordable Homeownership Program has welcomed ten (10) households into homes, including two Livermore school teachers. Administrators will continue to work with Lennar Homes to identify buyers for the 2 remaining low and moderate income units that are scheduled to be released this year. In addition to the new homes, any pre-existing home that becomes available through the resale process will also be included in this application period. Staff has worked on developing its' webpage with comprehensive, up-to-date information on the Program, including available homes and helpful program resources in both English and Spanish. Increased language translation on the page and enhanced outreach efforts have created an increase in engagement with Spanish-speaking residents.	Ongoing	CDD
	2. Work with provider to qualify buyers for inclusionary units.		Ongoing	CDD

GOAL – HOMELESSNESS AND AFFORDABLE HOUSING: *Establish a homelessness strategy, engaging local partners to develop a coordinated response, and expand diversity of affordable housing opportunities.*

Action Items

	3. Assist buyer and seller in completing the purchase transaction.		Ongoing	CDD
	B) Down Payment Assistance (DPA) Program 1. Provide second mortgage DPA loans to eligible low and moderate-income homebuyers.	As of early September 2021, the City's DPA program has funded two loans totaling $40,000 to help low- and very-low income buyers meet first mortgage affordability requirements.	Ongoing	CDD
	C) Identify outside resources that can be used to expand existing ownership programs and create new ones.	Staff partnered with the County to market and outreach their Down Payment Assistance loan (ACBoost). During the 1st round of financing, AC Boost helped four households buy their first home in Livermore. The application period for the 2nd round of financing closed on 8/30/21.	Ongoing	CDD
✓	**D)** Update the City's Inclusionary Housing Ordinance to include an on-site rental-housing requirement.	City Council adopted an update to the City's Inclusionary Housing ordinance in June 2021 and the new on-site rental housing requirements went into effect in July 2021.	Completed	CDD
4.	**Regional Housing Opportunities**	**Status Update**	**Estimated Completion**	**Lead**
	A) Work with the County to identify and secure additional funding for homeless services.	Staff are working with County and other jurisdictions to identify ways to access and maximize funding in the State of California's FY2021-2022 budget for homeless services.	Spring 2022	CDD
✓	**B)** Continue to work with County on project Roomkey and Operation Safer Ground funding opportunities.	Staff responded to a County solicitation for City-sponsored Homekey projects providing housing for people experiencing homelessness and were successful in obtaining County funding for operating subsidies for the Bay Area Community Services (BACS) Project Reclamation program providing	Completed	CDD

GOAL – HOMELESSNESS AND AFFORDABLE HOUSING: *Establish a homelessness strategy, engaging local partners to develop a coordinated response, and expand diversity of affordable housing opportunities.*

Action Items

		supportive shared housing to people experiencing homelessness.		

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

1.	Governance and Process Improvement	Status Update	Estimated Completion	Lead
	A) Governance of Information and Technology			ASD
	1. Establish IT Steering Committee	Steering committee is being formed	Summer 2022	
	2. Determine key initiatives	IT Strategic Plan and Microsoft 365 Strategic Plans being developed	Summer 2022	
✓	3. Remote workforce technology plan	Pilot program for remote workforce technology is underway. SharePoint Intranet is near launch and will support secure remote worker access to City data.	Completed	
✓	4. Develop Cloud First strategy	Purchased the cloud version of Laserfische. Document migration will start within the month. All server upgrades are planned for "cloud first" approach. Data migration testing underway.	Completed	
	5. Integrating City systems	Program portfolio is being developed to track enterprise applications and review for integration.	Winter 2022-23	
	6. Technology refresh	New hardware platform is being piloted	Winter 2022-23	
✓	7. Leveraging artificial intelligence	New Artificial Intelligence (AI) security systems being implemented to monitor e-mail and security breaches.	Completed	
✓	8. Mobile devices	Mobile device management system being installed, all mobile devices ordered as needed.	Completed	
	B) Compliance Tracking			

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

	1. Governance, risk, and compliance tracking system a) Needs analysis for tracking cyber risk and other risks b) Evaluate platforms c) Select solution d) Implement solution e) Train staff 2. Compliance Assessment a) Conduct assessments Payment Card Industry (PCI), Healthcare Insurance Portability and Accountability Act (HIPAA), Criminal Justice Information Services (CJIS), American Water Works Association (AWWA) b) Document current compliance activities c) Develop remediation plans	 Needs analysis complete Currently evaluating platforms Solution selected Implementation in process	Spring 2022 Winter 2022-23	ASD/CAO ASD
	C) Governance Modernization 1. Review Administrative Regulations (ARs) and		Summer 2022	ASD

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

	Livermore Municipal Code (LMC)			
	a) Establish AR/LMC review committee	Staff review committee established		
	b) Review ARs and LMC for cyber risk and financial policy best practices	Staff are working to establish a system for managing the policies and ARs (Cloud system myPolicies)		
	c) Update ARs	In process		
	d) City Manager approval of AR updates			
	e) Update Municipal Code to increase purchasing and/or spending limits to account for CPI increases			
	f) Council approval of Municipal Code updates			
✓	2. Retention Schedule Update		Completed	
	a) Needs assessment	Complete		
	b) Develop file plans for each division for electronic and physical documents	Complete		
	c) Update policies/procedures	Complete		
	d) Train staff	Staff has received training on what a city record is and how to utilize the city's new offsite records storage		

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

		system. Additional trainings will be provided over the next year and on an on-going basis.		
	D) Internal Process Modernization			
	1. Process Improvement		Winter 2022-23	ASD
	a) Document or update documentation for current procedures			
	b) Evaluate opportunities for improvement, including purchasing-card paperless workflow process			
	c) Evaluate and identify automation possibilities			
	d) Develop a plan to implement automation			
	2. Paperless Timesheets		Spring 2023	ASD
	a) Assess needs	Complete		
	b) Procure solution	Complete		
	c) Test solution	In process		
	d) Implement solution	Partially implemented; Police Department has implemented InTime, the remainder of the city will implement with the new ERP system.		
	e) Train users on new system			

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

	3. Contract Management and Electronic Signatures		Summer 2022	ASD
	a) Create AR for electronic signatures	Complete		
	b) Procure DocuSign contract lifecycle management system	Complete		
	c) Implement DocuSign	Staff is working to get a contract in place with a new vendor		
	d) Create workflows by contract type			
	e) Train staff on process, policy, and system			
	4. Records Storage		Summer 2022	ASD
	a) Execute a contract with Corodata for records storage, scan on demand, data conversion services and records destruction services	Complete		
	b) Move records from PD records facility to Corodata	Partially complete		
	c) Train staff	Complete		
	5. Paperwork Reduction		Winter 2022-23	CDD

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

	a) Prepare plan to transition to electronic file copies for all projects with a secondary electronic backup system			
✓	6. Improve the approval process for new hire requisitions		Completed	ASD
	a) Implement automated requisition routing module in Neogov	Complete		
	b) Develop required approval mapping for each department	Complete		
	c) Convert to automated system	Complete		
	d) Train staff	Complete		
	7. Enhance city compliance with noticing, tracking and reporting requirements of Family Medical Leave Act (FMLA) qualified leaves		Fall 2022	ASD
	a) Needs analysis - Identify, test, and select software or vendor alternative to using Excel and Word to track and generate required letters			
	b) Select solution			

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

	c) Procure solution			
	d) Implement solution			
	e) Train staff			
✓	8. Public records request software		Completed	ASD
	a) Procure software	Software purchased		
	b) Implement system	Software implemented		
	c) Train staff	Staff fully trained on new software		
	d) Communicate to the public the availability of the new system	New software available for public use on the city's website and communicated via newspaper article		
	9. Online Payments		Fall 2022	CDD/ASD
	a) Needs analysis			
	b) Determine compliance requirements			
	c) Identify solution – merchant account options that work with Accela	Software has been identified for paperless plan review and cost estimates received for implementation		
	d) Procure solution			
	e) Implement			
	10. Expand Permit Types Available in Online Portal		Fall 2022	CDD

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

	a) Identify CDD permit types that can be processed online (Building, Planning, and Engineering)	Complete		
	b) Configure additional Accela record types for intake from the Accela Citizen's Access Portal	In process		
	c) Create online submittal capabilities and processes for all eligible permit types	Received cost estimates from consultant for implementation		
	d) Conduct staff training for new online services			
	e) Launch online permitting Services			
✓	11. Improve the accuracy of and turnaround time required to do cost proposals in the 2021 Labor Bargaining process		Completed	ASD
	a) Identify, test and select software alternative to Excel	Complete		
	b) Obtain approval for new software and implement vendor contract	Complete		
	c) Implement new software	Complete		
	d) Train staff	Complete		

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

	12. Investigate options for more departments to post bid package directly and accept electronic submissions.		Summer 2022	ASD/CDD
	E) Align services to available resources to maintain fiscal stability			ASD
	1. Develop strategy to pay down unfunded liabilities	In progress	Summer 2022	
	2. Develop long-term strategic plan to identify future revenue and expenditure trends		Spring 2023	
	3. Develop, maintain, and attract a skilled, adaptable, and diverse workforce by providing opportunities for our employees to feel valued, engaged, and trusted	In progress	Spring 2023	
2.	**Modernize Key Business Systems**	**Status Update**	**Estimated Completion**	**Lead**
	A) Microsoft Modern Workplace Roadmap [Office 365/Microsoft 365]			ASD
✓	1. Execute contract with consultant	Complete	Completed	
✓	2. Identity and authentication	Complete	Completed	

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

	a) Determine high-level desired identity and authentication outcomes b) Discovery and design sessions c) Develop recommendations and Action Plan				
✓	3. Device Management a) Review current practice and policy b) Outline organization-specific measures of success c) Discovery sessions d) Envisioning and roadmap e) Develop strategic recommendations f) Finalize recommendations	Complete	Completed		
✓	4. O365 Collaboration and Productivity a) Determine high-level desired collaboration and productivity outcomes	Complete	Completed		

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

	b) Outline organization-specific measures of success c) Discovery sessions d) Develop strategic recommendations			
✓	5. Security and Compliance a) Determine high-level desired security and compliance strategy outcomes b) Outline organization-specific measures of success c) Discovery sessions d) Envisioning and roadmap sessions e) Develop strategic recommendations	Complete	Completed	
✓	6. Change management outcomes a) Determine high-level desired change management strategy outcomes b) Outline organization-specific measures of success	Complete	Completed	

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

	c) Discovery sessions d) Develop plans and recommendations			
	B) Enterprise Resource Planning (ERP)			ASD
✓	1. Approve selection consultant	Complete	Completed	
✓	2. ERP Project coordination and initiation	Complete	Completed	
✓	3. Needs assessment	Complete	Completed	
	4. RFP Development		Spring 2022	
	5. Evaluate proposals		Fall 2022	
	6. Selection of ERP system		Fall 2022	
	7. Implementation of new ERP System		Spring 2023	
	C) Records Management System			ASD
	1. Needs Assessment, upgrade or replace		Fall 2023	
	a) Provide residents access and search capabilities via the website to all non-privileged data			

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

✓	2. Identify Solution – vendor demonstrations	The city's current electronic content management system has been evaluated; new software as well as upgrade opportunities have all been assessed; and a cloud version of the current software was selected.	Completed	
✓	3. Procure solution	Complete	Completed	
✓	4. Develop migration plan	Complete	Completed	
	5. Implement new system	Partially Complete – file plans will be finished this month and allow the implementation to be completed	Summer 2022	
	6. Migrate data		Winter 2022-23	
	7. Test new system		Winter 2022-23	
	8. Develop the policies and procedures required and Implement system		Winter 2022-23	
	9. Integrate with other City software		Spring 2023	
	D) Website			
✓	1. Migrate to new platform		Completed	ASD
	a) Re-start data transfer process to new site to encompass COVID driven and other changes	Complete		
	b) Conduct user training	Complete		
	2. Expand the financial information available on the City's website to		Fall 2022	ASD

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

	include compliance reports and historic records			
	3. Self-service options (on the City's website) for utility customers		Winter 2022-23	ASD
	E) New Agenda Management System			
✓	1. Train staff	Complete	Completed	ASD
✓	2. Implement system across all advisory bodies	Complete	Completed	ASD
	3. Board and commissions module- Granicus			
	a) Implement and use boards and commissions module	The boards and commissions module has been deployed. Residents are now able to submit applications to serve on an advisory body electronically or using paper.		
	b) Load past boards and commissions data	Historical data is still being added at this time and is anticipated to be complete by June of 2022.		
	c) Train advisory body liaisons on the use of boards and commissions module	All advisory body liaisons have completed training sessions to update their agenda template, review Brown Act compliant agenda language, and create and publish their agendas using Peak. All advisory bodies will be actively using Peak to publish agendas by October of 2021.		
✓	4. Granicus for live Council meetings		Completed	ASD
	a) Implement electronic voting in Civic Center Meeting Hall	Granicus has been tested for use in live City Council meetings. The use of electronic voting features, e-		

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

		comment, and electronic speaker sign up have all been tested for functionality and efficiency. E-Comment has been successfully rolled out and other features will be implemented when the City Council begins hybrid meetings.		
	b) Train City Council and advisory bodies on the use of i-Legislate	City Council Members and staff have had the opportunity to practice in the new Civic Center meeting hall and explore the features and functionality of the iLegislate app. Additional training and feedback opportunities will be provided until the City Council begins hybrid meetings.		
	c) Provide e-Comment and electronic speaker sign up to the public	The e-Comment feature is currently active for all City Council meetings and is being used by each advisory body as they complete their transition to the Peak software.		
	F) Cybersecurity Threat Detection and Response			ASD
✓	1. Research available solutions and industry trends	Complete	Completed	
✓	2. Evaluate current solution	Complete	Completed	
✓	3. Needs analysis	Complete	Completed	
✓	4. Vendor demos	Security Operations Center selected	Completed	
	G) Integrated Library System		Completed	LIB/ASD
✓	1. Migrate to cloud-based solution			
	a) Needs analysis	Complete		

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

	b) Identify solution	Complete		
	c) Procure solution	Complete		
	d) Develop a migration plan	Complete		
	e) Migrate data	Complete		
	f) Test new system	Complete		
	g) Train staff	Complete		
	H) Utilize modern fleet management technologies for tracking and diagnostics to increase fleet efficiencies		Winter 2022-23	PW
	1. Needs analysis	Staff is evaluating updated web module version of the AssetWorks system to determine the need for additional tracking and diagnostic tools.		
	2. Identify solution			
	3. Procure solution			
	4. Develop a migration plan			
	5. Migrate data			
	6. Test new system			
	7. Train staff			
	I) Electronic Plan Review			CDD
✓	1. Needs analysis	Complete	Completed	
✓	2. Identify electronic plan review Platform that integrates with Accela Permit System	DigEplan has been selected	Completed	

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

✓	3. Procure solution	Truepoint service provider identified as contractor for implementation	Completed	
✓	4. Develop implementation plan	Complete	Completed	
	5. Implement solution		Winter 2022-23	
	6. Train staff		Winter 2022-23	
	7. Launch system		Winter 2022-23	
	J) Engineering Resource Management System 1. Select Platform a) Needs assessment b) Available platform review c) Procure system 2. Implement system a) Integrate existing data b) Integrate with other systems as applicable 3. Train staff 4. Launch system		Spring 2024	CDD
	K) Transition to laptops as main computing device			ASD

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

✓	1. Perform feasibility assessment to transition from desktops to laptops for each member of staff	Pilot program underway	Completed	
	2. Make recommendation		Summer 2022	
	L) Smart Device Deployment		Summer 2022	ASD
	1. Increase Smart Device deployment to identified workforce to interface with new Asset Management software and other related in field systems	Mobile device manager system being installed and tested to support this solution		
	M) Council Chamber Technology			ASD
✓	1. Evaluate Zoom enhancements allowing remote public access to live meetings	Complete	Completed	
✓	2. Conduct proof of concept testing	Complete	Completed	
	3. Train staff and Council	Hardware is being replaced to accommodate new design for chambers	Spring 2022	
	N) Modernize Library's Online Public Access Catalog			LIB
✓	1. Onboarding BiblioCore Discovery Layer	Complete	Completed	
✓	2. Review the new catalog	Complete	Completed	
✓	3. Launch initial public trial run	Complete	Completed	

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

✓	4. Official launch	The Bibliocore Discovery Layer was successfully launched on June 21st, 2021. Over 3,000 users have registered so far for Bibliocore accounts, which allow them to participate in such "value-added" social media experiences as rating books and movies, writing reviews, and creating lists of suggested materials.	Completed	
	O) New Library App			LIB
✓	1. Evaluate options	Staff evaluated products with demos and quotes from various vendors	Completed	
✓	2. Select solution	Solus was selected	Completed	
✓	3. Procure solution	Complete	Completed	
✓	4. Implement solution	Complete	Completed	
✓	5. Train staff	Complete	Completed	
	P) Virtual Reality simulator training System for Police	Complete		PD
✓	1. Conduct research		Completed	
✓	2. Prepare informal requests for quotes	Informal quotes received	Completed	
	3. Seek Council authorization for system procurement		Summer 2022	
	Q) Crossroads traffic collision and citation software			PD

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

✓	1. Research installation into vehicle computers, desktops, and digital citation units		Completed	
✓	2. Install software	Complete	Completed	
	3. Train staff	Traffic division and select officers are trained. Further training planned.	Summer 2022	
✓	4. Launch system	Complete	Completed	
	R) In car digital cameras			PD
✓	1. Research cost and installation options for patrol vehicles	Complete	Completed	
✓	2. Make recommendation	Axon Fleet 3 system recommended	Completed	
	3. Procure required devices and software	A contract bundle package is currently being discussed	Spring 2022	
	4. Implement and deploy solution	Tentatively scheduled for July of 2022 (awaiting product availability due to supply shortage)	Summer 2022	
	5. Train staff		Summer 2022	
	S) Integrating Water Resources Division (WRD) databases and data sources			PW
	1. Create a WRD data team to evaluate existing data sources, business intelligence products, and develop data management best practices	Staff are currently working on defining the data inventory project and team structure	Spring 2022	

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

	2. Document the data, where it is located, what format it is stored in, and how it can contribute overall efficiency		Summer 2022	
	3. Test various business intelligence programs to integrate databases		Summer 2022	
	4. Perform background research and if appropriate, design a pilot program to add additional data gathering capabilities to wet utilities such as pressure monitors, district meters, sewer/storm flow monitors, etc.		Fall 2022	
	T) WRD Technology Master Plan [Follows IT & Cybersecurity Strategic Plan]			PW/ASD
✓	1. Review and document existing technology being used by the various sections	Complete	Completed	
✓	2. Evaluate the effectiveness of these technologies	Complete	Completed	
✓	3. Identify potential improvements	Complete	Completed	
✓	4. Make recommendations	Complete	Completed	
	5. Implement recommendations		Spring 2022	

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

	6. Reevaluate their effectiveness		Fall 2022	
	U) Hardware Refresh			PD
✓	1. Evaluate existing hardware	New patrol vehicle computers/tablets evaluated, tested and purchased	Completed	
✓	2. Conduct needs assessment	New patrol vehicle 5G cellular modems tested and evaluated	Completed	
✓	3. Identify staff that need work-station enhancements (computer & monitor)	Complete	Completed	
✓	4. Develop a refresh plan	Complete	Completed	
	5. Implement plan	Coordinating installation in patrol vehicles and desk top computers. 5G modems will be installed as part of the patrol vehicle in-car camera project.	Fall 2022	
3.	**Training: Program and Governance**	**Status Update**	**Estimated Completion**	**Lead**
	A) Governance Charter and Committee		Spring 2023	ASD
	1. Conduct a training needs assessment			
	2. Gather training resources			
	3. Determine and implement training platform/s			
	a) Develop training library			

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

	b) Find external sources for training 4. Set training goals 5. Setup employee learning plan, establish, and review process 6. Centralize training reporting (reporting dashboard)			
	B) Continuous monitoring of the program 1. Establish a new process to continuously evaluate training needs a) New employee onboarding training b) HR training c) Cybersecurity training d) Safety training e) Ethics training f) Management and soft skills training g) Organizational culture and history (knowledge transfer) h) Credential or Continuing Professional Education		Summer 2023	ASD

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

	i) General business applications: Office 365 training j) Line of business process and application training			
	C) Training: Knowledge Transfer Program 1. Mitigate key IT employee knowledge loss a) Identify current and target state of maturity for knowledge transfer b) Define key knowledge transfer metrics c) Identify project team and their responsibilities d) Build the project charter and obtain stakeholder buy-in 2. Identify knowledge priorities a) Identify knowledge sources and risk profile b) Review and prioritize list of knowledge sources 3. Build knowledge transfer plans		Winter 2022-23 Winter 2022-23 Winter 2022-23	ASD ASD ASD

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

	a) Build a knowledge transfer plan b) Interview knowledge sources c) Identify when to use knowledge transfer tactics 4. Build knowledge transfer roadmap a) Prioritize the sequence of initiatives b) Define knowledge transfer initiatives timeframe c) Complete the project roadmap d) Prepare a presentation for project team and sponsor		Winter 2022-23	ASD
4.	**IT & Cybersecurity**	**Status Update**	**Estimated Completion**	**Lead**
	A) Conduct IT Assessments			ASD
✓	1. CEO/CIO alignment	Complete 2nd round completed 01/2022	Completed	
✓	2. CIO business vision	Complete 2nd round completed 01/2022	Completed	
✓	3. End-user satisfaction survey	Complete 2nd round completed 01/2022	Completed	

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

✓	4. IT staffing assessment	Complete	Completed	
✓	5. Security business satisfaction and alignment	Complete	Completed	
✓	6. Security governance and management scorecard	Complete	Completed	
	7. Network vulnerability assessment		Spring 2022	
	8. Core IT processes		Spring 2022	
	B) Develop IT & Cybersecurity Strategy 1. Document IT vision, mission statement, guiding principles and goals 2. Document target state IT capabilities		Summer 2022	ASD
	C) Develop IT & Cybersecurity Strategy (continued) 3. Document initiatives 4. Document risks 5. Document IT strategy roadmap		Summer 2022	ASD
5.	**Facility Improvements**	**Status Update**	**Estimated Completion**	**Lead**
	A) Increase number of electric vehicle	Public Works is working in coordination with East Bay Community Energy to complete an analysis of the fleet	Winter 2022-23	PW

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

	charging stations available to employees and the public	to determine which vehicles have an appropriate alternative energy replacement, as well as identifying the number, location, and type of charging stations required for these vehicles.		
✓	**B)** In Person Touchless Check-In 1. Conduct needs analysis 2. Analyze various electronic check-in systems 3. Select and procure electronic check-in system 4. Implement system – Launch electronic check-in system 5. Train staff	Item no longer needed, due to easing of pandemic restrictions	Completed	CDD
	C) Customer Experience 1. Analyze workstations at Permit Center counter from customer perspective 2. Implement enhancements that will improve customer experience i.e., large monitors, self-help station, etc. 3. Develop plan to implement upgrades	Staff is currently conducting analysis and identifying opportunities for enhancing the customer experience Replaced two monitors with larger monitors. Three stations have dual monitors to enhance customer viewing.	Fall 2022	CDD

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

	4. Procure and install customer station enhancements and other items			
	D) Wireless Connectivity			ASD
	1. Modernize current "Livermore Public" WiFi channel to encompass all primary City sites	Current hardware is being refreshed	Spring 2022	
	2. Implement new secured employee WiFi channel on modernized WiFi to provide City Network Smart Device Connectivity at designated City sites	Project being redesigned	Winter 2022-23	
	3. Extend secured WiFi channel broadcasting to outside yard areas of designated City sites so work force may conduct City business via Smart Devices	Project being redesigned	Winter 2022-23	
	a) Broadcast scope study to determine equipment deployment needed to support desired areas of coverage	Project being redesigned	Winter 2022-23	
	E) Online Public Room Reservation System			LIB
✓	1. Determine if LibCal can be used for online option to reserve study rooms	Staff is moving forward with the expansion of existing Office Tracker software		

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

	2. Configure software for online reservation of study rooms 3. Go live with online reservation	Reviewing options with Office Tracker	Summer 2022 Summer 2022	
	F) Audio Visual (AV) equipment improvements to the Community Rooms at the Civic Center Library 1. Contact vendors for proposals and quotes 2. Evaluate proposal and quotes 3. Recommend solution 4. Procure solution 5. Implement 6. Train staff		Winter 2022-23	LIB

RECOMMENDATION - KEY TO THE CITY

Expand community awareness of the inner workings of local government and ways to provide steppingstones to leadership opportunities. Expand outreach and advertisement of participation and volunteer opportunities in furtherance of the above. Create and conduct a Key to the City specifically for youth.

Action Items

1.	Frequency of Key to the City Program	Status Update	Estimated Completion	Lead
	A) Explore reformatting how program is administered to accommodate additional sessions.	Using this program as a staff development opportunity, a rotational coordinator role is being established. Staff is planning one Key to the City session in Fall 2023 and two sessions in 2024.	Winter 2022-23	CMO
2.	**Youth Key to the City Program**	**Status Update**	**Estimated Completion**	**Lead**
	A) Explore establishing a Youth Key to the City program with input from LVJUSD and LARPD. Some ideas include a series at the Livermore Library and school district curriculum.	Youth Key to the City item discussed at March Public Communications Strategies (PCS) inter-agency meeting. LVJUSD staff indicate Teen Academy is the preferred program to target because of the timing (not competing with school and sports during school year). Conversation will continue at April PCS meeting and staff to reach out to LARPD.	Winter 2022-23	CMO/LIB
	B) Explore incorporating Key to the City elements into existing youth programs (i.e., Livermore Teen Academy, LAYAC, LVJUSD programs).	Library staff have begun exploring adjustments to Teen Academy program.	Winter 2022-23	CMO/LIB
3.	**Outreach and Community Engagement**	**Status Update**	**Estimated Completion**	**Lead**
	A) Collaborate with community partners to communicate the availability of Key to the City programs. • social media and websites		Spring 2023	CMO

RECOMMENDATION - KEY TO THE CITY

Expand community awareness of the inner workings of local government and ways to provide steppingstones to leadership opportunities. Expand outreach and advertisement of participation and volunteer opportunities in furtherance of the above. Create and conduct a Key to the City specifically for youth.

Action Items

	• downtown kiosk posters • flyers at places of business			
	B) Explore creating short videos or session recordings to post to website.		Spring 2023	CMO

RECOMMENDATION – COLLABORATE WITH PARTNER AGENCIES AND COMMUNITY ORGANIZATIONS

Collaborate on partnership opportunities with LVJUSD (and potentially also parent-teacher groups) and LARPD to create/implement complementary programming for youth.
Collaborate with LPC, Chamber and other business organizations on youth training/career opportunities. Recognizing youth diversity and that not all students enroll in college directly out of high school, facilitate basic job skills building programs.
Collaborate with LVJUSD, LARPD, LDI, Chamber and other community partners to share Livermore's cultural diversity.

Action Items

1.	Inter-agency communications regarding youth programming	Status Update	Estimated Completion	Lead
✓	**A)** Add standing item to inter-agency Public Communications Strategies (PCS) agenda.	PCS meets monthly every third Wednesday. Youth engagement item added to and discussed at March meeting.	Completed	CMO
2.	**Local Youth Training Programs**	**Status Update**	**Estimated Completion**	**Lead**
	A) Research programs from Las Positas College (LPC), LVJUSD, and Chamber.	LPC has an established Career Education program. Staff will hold discussions with LVJUSD and Chamber.	Spring 2022	CMO
	B) Create a youth-specific web page on digital library with links to programs from partner agencies and organizations.	Staff will create web page and publish to website after research is complete.	Summer 2022	Library
✓	**C)** Schedule regula check-ins for updates to programs.	Staff to discuss at monthly internal Communications Team meetings and inter-agency PCS meetings.	Completed	CMO
	D) Collaborate with public safety departments on engaging youth in career pathways and opportunities. 1. Attend youth sporting events. 2. Represent at career fairs.	Staff to discuss opportunities for LPD and LPFD to become involved at April meeting.	Summber 2022	LPFD/PD
3.	**Calendar of Events**	**Status Update**	**Estimated Completion**	**Lead**
	A) Research where a calendar might be most appropriately hosted online.		Summer 2022	CMO

RECOMMENDATION – COLLABORATE WITH PARTNER AGENCIES AND COMMUNITY ORGANIZATIONS

Collaborate on partnership opportunities with LVJUSD (and potentially also parent-teacher groups) and LARPD to create/implement complementary programming for youth.
Collaborate with LPC, Chamber and other business organizations on youth training/career opportunities. Recognizing youth diversity and that not all students enroll in college directly out of high school, facilitate basic job skills building programs.
Collaborate with LVJUSD, LARPD, LDI, Chamber and other community partners to share Livermore's cultural diversity.

Action Items

	• Check local online news publications (Patch, Livermore Vine, Independent, etc.). • Check LVJUSD, LARPD, Livermore Downtown Inc., Chamber, Visit Tri-Valley sites.			
4.	**"Livermore Day" for the Community**	**Status Update**	**Estimated Completion**	**Lead**
✓	**A)** Explore opportunities to leverage resources by combining a "Livermore Day" event with an existing city-sponsored event such as Community Service Day, or an LARPD, LVJUSD, or Livermore Downtown Inc. event. • Incorporate storytelling elements	Staff discussed at inter-agency PCS March meeting and are proceeding with coordinating a Unity Day event in October 2022 with LVJUSD and LARPD, including a storytelling element.	Completed	CMO
5.	**Outreach and Communication**	**Status Update**	**Estimated Completion**	**Lead**
✓	**A)** Post to city social media accounts about youth-focussed events and training opportunities.	Shared posts about Library programs, Water Resources Division youth art contest, family disaster preparedness, Livermore Area Youth Advisory omissionn (LYAC) recruitment, Tri-Valley Innovation Fair, Arbor Day tree planting event, High School Senior Arts Awards, LVJUSD Science Odyssey, and various holidays in the recent months.	Completed	CMO

RECOMMENDATION – COLLABORATE WITH PARTNER AGENCIES AND COMMUNITY ORGANIZATIONS

Collaborate on partnership opportunities with LVJUSD (and potentially also parent-teacher groups) and LARPD to create/implement complementary programming for youth.
Collaborate with LPC, Chamber and other business organizations on youth training/career opportunities. Recognizing youth diversity and that not all students enroll in college directly out of high school, facilitate basic job skills building programs.
Collaborate with LVJUSD, LARPD, LDI, Chamber and other community partners to share Livermore's cultural diversity.

Action Items

✓	1. Explore ways to expand outreach of department events and activities using partner agencies/ organizations' social media accounts and websites, city downtown kiosks, flyers and banners.	Posters in downtown kiosks for department events have been consistently displayed since July 2021, including posters about Summer Reading, Black History Month, Latinx/Hispanic Heritage Month, Water Resources art contest, and Livermore Reads Together.	Completed	CMO
✓	2. Conduct collaborative communications campaigns with partner agencies and organizations using social media, websites, kiosks, and banners.	Staff from city, LVJUSD, and LARPD have agreed to coordinate a Unity Day event in October 2022 and will design a communications campaign around it.	Completed	CMO

RECOMMENDATION – RECRUITMENT FOR ADVISORY BODIES, EMPLOYMENT, AND OTHER VOLUNTEER OPPORTUNITIES:

Expand outreach and advertisement efforts to reach all segments of the community

Action Items

	1. Outreach	Status Update	Estimated Completion	Lead
	A) Social Media Posts			CMO/ASD
✓	1. Post information and invitations to attend meetings during non-recruitment periods.	Posted six times during recent recruitment period.	Completed	CMO
✓	2. Post solicitation for applications during open recruitment periods.	Most recent posts in March and April 2022.	Completed	
	3. Consider paying for social media ads during recruitment periods.		Fall 2022	
✓	**B)** Email distribution lists during open recruitment periods.	Included in March 25, 2022 e-newsletter.	Completed	CMO
	C) Include information in community newsletters.	Will include in Fall 2022 newsletter.	Fall 2022	CMO
✓	**D)** Advertise in local newspapers in print and online.	Advertised in Independent in March 2022.	Completed	ASD
✓	**E)** Direct outreach to segments of the community that may be underrepresented on advisory bodies. 1. Conduct a survey of existing advisory body demographics to inform where to direct outreach. 2. Email flyers to local businesses, libraries, community organizations. 3. Email flyer to LVJUSD to communicate with families. 4. Partner with LVJUSD school counselors regarding vacancies on LAYAC.	Emailed LVJUSD to in March 2022 requesting they amplify our recruitment messaging and specifically target students to fill LAYAC vacancies.	Fall 2022 Completed	CMO/ASD

RECOMMENDATION – RECRUITMENT FOR ADVISORY BODIES, EMPLOYMENT, AND OTHER VOLUNTEER OPPORTUNITIES:

Expand outreach and advertisement efforts to reach all segments of the community

Action Items

2.	Communicate what advisory bodies do and the value to volunteers	Status Update	Estimated Completion	Lead
	A) Develop easy-to-understand descriptions about each advisory body that includes the value to volunteers for participating on that particular body for website.		Winter 2022-23	ASD/CMO
	B) Create accompanying graphics for social media.		Winter 2022-23	ASD/CMO
	C) Add Rules of Procedure, Brown Act, Form 700 documents to advisory bodies web pages.		Winter 2022-23	ASD/CMO
	D) Create informational videos about each advisory body for advisory body web pages and for posting to social media during recruitment and non-recruitment periods.		Winter 2022-23	ASD/CMO

RECOMMENDATION – HOUSING

Expand outreach to communities most affected by housing issues
Share information on housing related matters with the community

Action Items

1.	Community Outreach	Status Update	Estimated Completion	Lead
✓	**A)** Identify and outreach to communities most affected by housing issues.	Email distribution lists established for nonprofits and service providers who work most closely with local vulnerable populations.	Completed	CDD
✓	**B)** Share information regarding housing related matter with the community.	Staff email various housing-related resources, webinars, and assistance opportunities to distribution lists that include local and regional nonprofits and service providers with a request to share with their networks.	Completed	CDD
2.	**Website Resources**	**Status Update**	**Estimated Completion**	**Lead**
✓	**A)** Ongoing update of housing resources on website.	City website has been updated to include latest information on affordable housing projects and resources and will be updated regularly.	Completed	CDD
	B) Explore creating informational videos on housing matters for website. • Share videos with community partners training programs and events.		Fall 2022	CDD

RECOMMENDATION – POLICING

Invite Subgroup B (of the former Equity and Inclusion Subcommittee) to hear updates and provide input on the stop and arrest data project at milestones.

Explore ways to deploy police department resources most efficiently and effectively in response to mental health related calls for service.

Increase Police Chief and Police Department awareness of community-policing related matters

Action Items

1.	Stop and Arrest Data Report	Status Update	Estimated Completion	Lead
✓	**A)** Outreach to Subgroup B at project milestones.	Complete	Completed	PD
✓	**B)** Present final report to City Council	Stop and Arrest Data report presented to City Council at their February 14, 2022 meeting	Completed	PD
✓	**C)** Prepare to update report annually, with goal to have consultant review and renew report every three to five years.	Noted	Completed	PD
2.	**Mental Health Clinician Ride-Along Pilot Program**	**Status Update**	**Estimated Completion**	**Lead**
✓	**A)** Identify key components of an effective service delivery model. 1. Research similar programs 2. Identify best practices that may be suitable in Livermore 3. Create pilot program	After researching programs, staff determined a suitable program for Livermore is the co-responder model, which includes a clinician paired with an officer. This team is able to respond to reports of mental health issues and provide appropriate assistance. The team will also conduct follow-up contacts and provide education and proactive efforts to address community needs.	Completed	PD
	B) Explore collaboration opportunities with Pleasanton and Dublin.	Staff is discussing with Pleasanton Police Department as they are currently going through the beginning stages of their program. Initial discussions have taken place with Dublin.	Summer 2022	PD
	C) Implement pilot program.	Funding will be considered by City Council with he budget in June 2022. Job description is currently being drafted.	Summer 2022	PD

RECOMMENDATION – POLICING

Invite Subgroup B (of the former Equity and Inclusion Subcommittee) to hear updates and provide input on the stop and arrest data project at milestones.

Explore ways to deploy police department resources most efficiently and effectively in response to mental health related calls for service.

Increase Police Chief and Police Department awareness of community-policing related matters

Action Items

3.	Chief's Advisory Group	Status Update	Estimated Completion	Lead
✓	**A)** Invite Subgroup B to participate in creation of Chief's Advisory Group.	Invitations were issued Aug. 12, 2021	Completed	PD
✓	**B)** Establish first Chief's Advisory Group.	All Subgroup B members who accepted the invitation to participate are current Advisory Group members. The Chief's Advisory Group first meeting was held on Oct. 18, 2021	Completed	PD
	C) Define expectations and an application/vetting process, including training requirements for future participation (i.e., ride-alongs, Citizen's Police Academy, Key to the City)	Staff and Advisory Group members are working on defining the requirements and process for future participants. Current members will serve 24 months.	Fall 2022	PD

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 7.3**

DATE: April 25, 2022

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution appointing and approving an employment contract with a new City Manager

RECOMMENDED ACTION

Mayor Woerner recommends the City Council adopt a Resolution appointing Marianna Marysheva as City Manager and approving the employment contract.

SUMMARY

Following the announced retirement of City Manager Marc Roberts, the Council embarked on a national search for a new City Manager. Working with the executive recruiting firm, Bob Murray and Associates, Council completed a robust, nationwide recruitment. The recruitment was open for over a month and was widely advertised in locations including International City/County Management Association (ICMA), League of Women in Government, California City News, and California City Management Foundation. The recruitment process also included community and stakeholder feedback from a community survey, a community Zoom listening meeting, and an intergovernmental partner listening meeting.

The Council received 27 applications from across the country. From the submitted applications, 13 candidates were identified as qualified, and the Council interviewed the six best-qualified candidates. A comprehensive background check was conducted on the final candidate by Perez Investigations.

Mayor Woerner, serving as Chief Negotiator for the City Council, recommends the City Council appoint Marianna Marysheva as Livermore's next City Manager, and approve their 5-year employment contract that was prepared in compliance with regional compensation practices.

DISCUSSION

The employment contract for candidate Marianna Marysheva includes the following key terms:

- **Employment Start Date:** May 16, 2022 (There will be a two-week period of knowledge transfer through June 3, 2022. During that time, City Manager Roberts will retain all City Manager powers, duties, and responsibilities.)

- **Contract Length:** 5 years
- **Severance:** 12 months (This provision shall not apply if termination is for cause.)
- **Annual Base Salary:** $305,000
- **Performance Evaluation:** Annual review and goal setting leading to possible merit and cola adjustments
- **Deferred Compensation:** City-paid contribution of $185 per pay period with matching contribution of $75 per pay period
- **Retiree Health:** City paid contribution to a Retiree Health Savings Account equal to 4% of base salary
- **Monthly Auto Allowance:** $550
- **Leave Accrual:** Annual vacation accrual at 192.4 hours; 80 hours of vacation leave to be granted immediately upon hire; ability to cash out any amount of unused vacation; administrative Leave accrual at 128 hours, annually.
- **Professional Development:** City agrees to allow and pay all expenses associated with membership fees as well as employment-related conferences
- **Moving Expenses:** Reimbursement for moving expenses based on receipts, from Irvine to Livermore, not to exceed $15,000. Note: This benefit is not available if Marianna Marysheva chooses to live outside the city limits of Livermore
- **Temporary Accommodations:** Up to six months of temporary accommodations, while looking for a permanent home. Total not to exceed $25,000
- **Reimbursement for Two House Hunting Trips:** Including flight, hotel, car and/or mileage, based on receipts, not to exceed $5,000 for Marianna Marysheva and two children

FISCAL AND ADMINISTRATIVE IMPACTS

The cost of this employment contract for the remainder of the 2021/22 fiscal year is $79,070. The cost of this employment contract for the 2022/23 fiscal year will be $373,587.

ATTACHMENTS

1. Resolution
2. Exhibit A - Employment Agreement

Prepared by: Nancy Dias
Human Resource Manager

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPOINTING, AND APPROVING AN EMPLOYMENT CONTRACT WITH THE CITY MANAGER

City Manager Marc Roberts has announced his retirement date which will be June 3, 2022.

On April 25, 2022, the City Council approved a City Manager Employment Agreement with Marianna Marysheva for the position of City Manager, with a start date commencing on May 16, 2022. The terms and conditions of employment between the City and Ms. Marysheva are outlined in the attached City Manager Employment Contract.

For the period of time from May 16, 2022, to June 3, 2022, the City of Livermore will be in an over-hire situation for the purpose of transferring knowledge from current City Manager Marc Roberts to Livermore's next City Manager Marianna Marysheva. During that time period, current City Manager Roberts will retain all City Manager powers, duties, and responsibilities set forth in Chapter 2.08 of the Livermore Municipal Code and by law, which powers, duties, and responsibilities will transfer to City Manager Marysheva on June 4, 2022.

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

1. Approves the terms and conditions in the City Manager Employment Agreement attached hereto as Exhibit A between the City of Livermore and Marianna Marysheva for her to become Livermore's next City Manager; and

2. Authorizes the Mayor, on behalf of the City of Livermore, to execute the City Manager Employment Contract with Ms. Marysheva with a start date commencing on May 16, 2022.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that City Manager Marc Roberts remains the City Manager for the City of Livermore with all City Manager powers, duties, and responsibilities in Chapter 2.08 of the Livermore Municipal Code and by law until the end of the day June 3, 2022, and hereby appoints Marianna Marysheva to be Livermore's next City Manager effective June 4, 2022, at which time all City Manager powers, duties, and responsibilities in Chapter 2.08 of the Livermore Municipal Code and by law will transfer to her.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on April 25, 2022, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

//s// Jason Alcala
Jason Alcala
City Attorney

Exhibit A – City Manager Employment Agreement

CITY MANAGER EMPLOYMENT CONTRACT

This contract, dated _____, is made between the City of Livermore ("City"), a California municipal corporation, and Marianna Marysheva ("Employee").

RECITALS

City desires to employ the services of Employee as City Manager of the City of Livermore and to provide certain compensation and establish certain conditions of employment of the City Manager.

Employee desires to accept employment as City Manager under the conditions contained in this contract.

In consideration of the mutual covenants contained in this contract, the parties agree as follows:

I. TERM

The term of this contract shall begin on May 16, 2022, and shall continue for a period of five (5) years through May 15, 2027, subject only to the Termination and Severance (section IV) and Resignation (section VIII) provisions of this contract. Both City and Employee understand that Employee's employment is at the will of both parties. Thus, Employee serves at the pleasure of the City Council, subject only to the Termination and Severance (section IV) and Notices (section VII) provisions contained in this contract. In a like manner, nothing in this contract shall interfere with the right of Employee to resign at any time subject to the Resignation (section VIII) and Notices (section VII) provisions of this contract.

II. DUTIES

City agrees to employ Employee as City Manager to perform the duties specified in Livermore Municipal Code section 2.08, as well as other duties assigned by the City Council which reasonably relate to the position of City Manager.

Employee agrees to remain in the exclusive employment of City except that City acknowledges that Employee may engage in other professional activities (including teaching, writing, and the like) so long as these activities do not interfere or conflict with Employee's duties as City Manager.

III. COMPENSATION

A. Salary. City agrees to pay Employee a salary of $305,000 per year, payable at the same time as other City employees are paid.

B. Benefits. Employee shall be entitled to receive the same benefits as are provided for all City Department Heads. Employee shall also receive: 80 hours vacation leave when the contract commences, and shall thereafter accrue vacation leave in an amount that is equivalent to City Department Heads with 20+ years of experience. Employee shall also receive 128 hours of administrative leave and shall thereafter receive administrative leave in an amount that is

equivalent to City Department Heads at the same time and in the same manner that administrative leave is provided to City Department Heads. Employee also shall receive the following.

1. A car allowance of $550 per month.

2. A City contribution of $185 per pay period into a City-recognized deferred compensation program provided to City Department Heads with a required matching employee contribution of $75 per pay period.

3. Vacation cash-out – Employee shall be eligible to cash out any amount of accrued vacation leave each year and any portion of which may be applied to deferred compensation.

4. Retirement health savings benefit – Employee is eligible for the retirement health savings benefit, with the City contributing 4% of Employee's annual base pay into the Employee's account.

C. One Time Benefits. Employee shall also be entitled to the following one-time benefits for costs incurred to relocate from southern California, which shall be reimbursed by the City up to the specified amounts based upon receipts for actual costs incurred:

1. Reimbursement of moving expenses from Irvine to Livermore up to a total amount not to exceed $15,000;

2. Reimbursement for the travel expenditures for airfare, hotel, mileage, and car up to a total amount not to exceed $5,000 for Employee and two family members from travel from southern California to locate housing accommodations within the Livermore region; and

3. Reimbursement for up to 6 months temporary housing accommodations up to a total amount not to exceed $25,000.

IV. TERMINATION AND SEVERANCE

A. City may terminate, without cause, the employment of Employee by providing written notice of such termination to Employee in a manner set forth in the Notice (section VII) provisions of contract.

B. In the event of such termination, while Employee is willing and able to perform the duties of City Manager, City shall pay Employee's salary and benefits (in the amounts as of the date of termination) for a period of 12 months from the date of termination. This provision shall not apply if termination is for cause. For the purpose of this contract, termination for cause shall mean that Employee is terminated for:

1. willful misconduct;
2. abuse of drugs or alcohol which materially affects the performance of his duties;
3. repeated and protracted unexcused absences from the City Manager's office;
4. conviction of any felony;
5. conviction of a misdemeanor involving moral turpitude;

6. acceptance of employment from another source inconsistent with this contract; or
7. any material breach of this contract.

V. PERFORMANCE EVALUATION

A. Each October, the City Council shall review Employee's performance to determine, among other things, entitlement to any salary increase (including merit and/or cost of living) or whether to award any one-time special merit award, or bonus, for the accomplishment of the City Council's specific goals, or for exceptional results or performance above the expected fulfillment of Employee's job obligations.

B. Each year as a part of the Employee's evaluation process, Employee and City Council shall meet to discuss establishing performance objectives for Employee. These performance objectives, in combination with any adopted Council goals for the operational period, shall become the bases for Employee's subsequent performance review.

VI. PROFESSIONAL DEVELOPMENT

City acknowledges its mutual interest in the continuing professional development of Employee. Thus, City agrees to allow and pay all expenses associated with membership fees as well as employment-related conferences, including meals, subscriptions, and professional development costs associated with professional organizations, such as the International City Management Association, the League of California Cities, and the California City Managers Association. This may include activities such as serving as an officer or board member of such organizations. Professional development activities will not distract Employee from his other duties as City Manager.

VII. NOTICES

The notices pursuant to this contract shall be by certified registered mail return receipt requested addressed as follows:

A. City:

City Council
City of Livermore
1052 South Livermore Avenue
Livermore, California 94550

B. Employee:

Marianna Marysheva
City Manager
City of Livermore
1052 South Livermore Avenue
Livermore, California 94550

VIII. RESIGNATION

Employee may resign, retire, or terminate without cause, this contract by providing written notice of such event to City in a manner set forth in Notices section (section VII) of this contract.

Employee shall provide the written notice at least 60 days in advance of such event. During the period following notice and until the date of resignation, retirement, or termination of this contract becomes effective, all rights and obligations of City and Employee under this contract will remain in effect. Upon separation, Employee will be paid for all benefits earned and accrued, including unused leave, in the same manner as City Department Heads upon separation.

IX. GENERAL PROVISIONS

A. This written contract shall constitute the entire contract between the parties, and they have drafted it jointly. No representations, except for those herein, have been made or relied upon.

B. This contract shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. If any provisions or any portion thereof contained in this of contract is held invalid by a court of competent jurisdiction the remainder of this contract shall be deemed severable and shall not be affected and shall remain in full force and effect.

D. This contract may be modified or extended only upon the written consent of City and Employee.

E. Employee will provide the City at least 60 days written notice of the effective date of his resignation or retirement.

F. It is recognized that the position of City Manager is an executive management position which often requires more than a conventional forty-hour week to provide the desired level of professional service. It is further recognized that to properly fulfill his duties and responsibilities, Employee will devote a considerable amount of time outside normal office hours to the business of the City. Therefore, Employee will not be required to maintain a strict forty (40) hour-per-week on-site presence at City Hall and may occasionally be absent from City Hall during normal business hours as is reasonable and appropriate. This flexibility in work schedule shall not be abused. In this regard, Employee is required to maintain a regular on-site presence during normal business hours that is sufficient to properly administer and oversee the activities of the City and its employees, to provide accessibility to City Council members, Department Heads, citizens, and other persons or firms who have business with the City and to generally ensure that the City functions appropriately on a day-to-day basis. Excessive absences during regular business hours will be a matter of concern to the City. Employee is expected to be available at all times, except for the time taken on personal matters, such as vacations. City expects Employee to make prudent and reasonable arrangements for such personal time off, such as reasonable notice and arrangements, for example, for acting City Managers.

It is one of the duties of the City Manager of the City of Livermore to implement, support, and articulate the policies and objectives of the Livermore City Council and to serve as the primary administrative official of the City. As such, Employee is expected to maintain a reasonably high level of community involvement, and should become an active participant in community activities including those conducted or sponsored by City and its departments and those conducted or sponsored by various community organizations.

G. City and Employee agree to fully comply with AB 1344 that became effective on January 1, 2012, and to fully comply with all other applicable law as it exists on the date of this

contract. In that regard, the following Government Code sections are hereby incorporated into this contract:

Section 53243 *Reimbursement of paid leave salary required upon conviction of crime involving office or position*

Section 53243.1 *Reimbursement of legal criminal defense upon conviction of crime involving office or position*

Section 53243.2 *Reimbursement of cash settlement upon conviction of crime involving office or position*

Section 53243.3 *Reimbursement of noncontractual payments upon conviction or crime involving office or position,*

Section 53243.4 *"Abuse of office or position" defined*, and

Section 53244 *Forfeiture of rights to pension or retirement benefits by local public officer upon conviction of felony for conduct arising out of, or in the performance of, official duties*.

H. Employee understands and agrees that the term of her employment is governed only by this contract and that no right of regular employment for any specific term is created by this contract. Employee further understands that she acquires no property interest in her employment by virtue of this contract, that the employment is "at will" as defined by the laws of the State of California (meaning that she can be terminated at any time for any reason or for no reason), and that she is not entitled to any pre- or post-deprivation administrative hearing or other due process upon termination or any disciplinary action, except those specifically set forth in Government Code section 54957(b)(2).

In witness whereof, City has caused this contract to be signed on its behalf by its Mayor, and duly attested by its City Clerk. Employee has signed this document on or before the date written above.

ATTEST:

Marie Weber
City Clerk

CITY:

Bob Woerner
Mayor

APPROVED AS TO FORM:

Jason Alcala
City Attorney

EMPLOYEE:

Marianna Marysheva
City Manager

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 10.1**

DATE: April 25, 2022

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Supplemental materials received prior to the meeting.

RECOMMENDED ACTION

SUMMARY

These materials were posted online and made available to the public at the same time that they were distributed to the City Council.

3.3	Livermore Area Youth Advisory Commission annual update presented by Commission Chair Evelyn Arroyo Material: PowerPoint Presentation
5.9	Resolution designating the Administrative Services Director as the City Treasurer Material: Revised Resolution
6.1	Hearing to consider the Community Development Block Grant (CDBG) and HOME Investment Partnership Program's Annual Action Plan for FY 2022-23 and authorizing submittal to the U.S. Department of Housing and Urban Development Material: PowerPoint Presentation
6.2	Hearing to introduce an ordinance amending Livermore Municipal Code (LMC) Chapter 8.14 Public Nuisances to add Safe Storage of Firearm provisions to effectively regulate the safe storage of a firearm in a residence. Material: Public Comment Received
7.2	Update on the FY 2021-23 City Council Goals and Priorities and Equity and Inclusion workplan. Material: PowerPoint Presentation
8.0	Council Committee Reports and Matters Initiated by City Manager, City Attorney, Staff, Council Members. Material: Council Reports

DISCUSSION

ATTACHMENTS

1. Supplemental Materials

Prepared by: Debbie Elam
Deputy City Clerk

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

Livermore Area Youth Advisory Commission
(LAYAC)

April 25, 2022

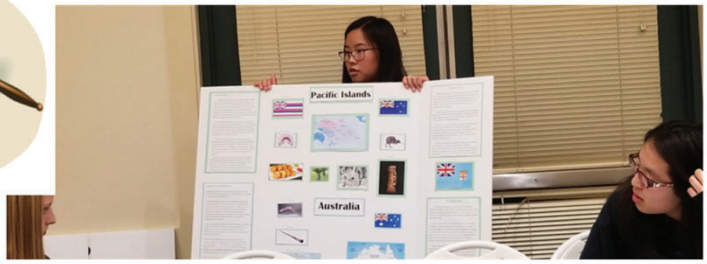
LIVERMORE CALIFORNIA

1

Duties and Responsibilities

- The Youth Advisory Commission brings together youth and adult, private and public sectors of the community to address responsibility for the care, health, safety, welfare and education of Livermore's young people
- The Commission promotes youth involvement in the Livermore community and communication between City leadership and the young people of the City
- Creates a forum for ideas and concerns, and provides a vehicle for concerns and interests of youth to be communicated to City Council





LIVERMORE CALIFORNIA

2

LAYAC Information

Staff Liaisons

- Nathan Brumley – City of Livermore
- Nancy Blair – LARPD
- Darrel Avilla – LVJUSD

Location

- Currently via Zoom

Membership

- 2 year terms
  18 members
  15 youth members (ages 12 to 20)
  3 adult non-voting members (age 21 and older)

Roster

- **Youth Members:** Anusha S Aluri, Asmitha Aluri, Evelyn Arroyo, Denica Bellucci, Greta B Fick-Furlotte, Minh-Nha Kawamura, Elizabeth Ludwig, Natalie A May, Amelia Nelson, Tanvi Sri Sai Penugonda, Chrisitian V Quindipan, Ajaib Sidhu, Liana T Tran, Daphne Yan, Michael Zhang
- **Adult Members:** Tony Gnecco, Heather Mackey, Neha Sabharwal

Meetings: Monthly, First Monday, 7:00 p.m. *(unless otherwise noted)*

LIVERMORE CALIFORNIA

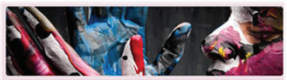
3

2021 – 2022 Projects









Livermore Media Contest Application - Aplicación de Concurso de Medios

First Name / Primer Nombre

Last Name / Apellido

Email / Correo Electrónico

High School of Attendance / Preparatoria de Asistencia

School Grade / Grado Escolar

Freshman / 9 - Noveno

Sophomore / 10 - Décimo

Junior / 11 - Onceavo

Senior / 12 - Doceavo



- **Active Subcommittees:**

- Climate Change
- Community Service
- Equity & Inclusion

SCHOOL

FERTILE groundworks

LIVERMORE CALIFORNIA

4

2021 – 2022

Providing Feedback

LIVERMORE CALIFORNIA CULTURAL ARTS VISION

LIVERMORE ASSET MANAGEMENT PROGRAM
INVEST • MAINTAIN • SHINE

Horizons Family Counseling

Imagine LIVERMORE 2045

ALAMEDA County Transportation Commission

Safe Routes Schools Alameda County

Livermore Sanitation

LIVERMORE CALIFORNIA

5

LAYAC …





… Thank You for Your Time!

LIVERMORE CALIFORNIA

6

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION DESIGNATING THE ~~FINANCE MANAGER~~ADMINISTRATIVE SERVICES DIRECTOR AS THE CITY TREASURER

The City of Livermore is a general law city of the State of California.

The City Treasurer is a statutory position for a general law city. Government Code section 36508 provides that general law cities may designate their treasurers by City Council appointment, after voter approval for the Council to do so.

In 1999, the voters in the City of Livermore approved a measure directing that the position of City Treasurer be a Council-appointed position. Soon after in 2000, the City Council adopted Livermore Municipal Code section 2.13.010, which vests the City Council with the power to appoint the City Treasurer. Since that time, the Council has appointed Livermore's City Treasurer.

On January 9, 2012, the City Council adopted Resolution No. 2012-004 appointing the person holding the title of Administrative Services Director for the City of Livermore to serve as the City Treasurer for the City of Livermore. The treasury functions and powers were associated with the position of Administrative Services Director, rather than a particular person by name who may leave or be reassigned.

On June 28, 2021, the City Council adopted Resolution No. 2021-108 adopting the City of Livermore Investment Policy and delegating investment delegated to the Administrative Services Director serving as the City Treasure for a period of twelve months the authority to invest the City's pooled treasury funds in accordance with the Investment Policy.

Effective September 13, 2021, Douglas Alessio was promoted from Administrative Services Director to Assistant City Manager, but he continued to concurrently hold the title and responsibility for the Administrative Services Director position, and therefore the City Treasurer.

On November 30, 2021, Douglas Alessio, the Assistant City Manager/Administrative Services Director, retired.

On December 13, 2021, the City Council adopted Resolution No. 2021-216 appointing the person holding the title of Finance Manager for the City of Livermore to serve as the City Treasurer for the City of Livermore.

On March 7, 2022, the City Manager appointed a new Administrative Services Director, Tina Olson and the Finance Manager, Bhavna Chaudhary, is retiring effective April 25, 2022

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that Resolution No. 2021-216 appointing the Finance Manager to fill the position of City Treasurer is hereby rescinded.

BE IT FURTHER RESOLVED that the City Council determines that the person serving as the Administrative Services Director shall serve as the City Treasurer, and hereby appoints the person holding the title of Administrative Services Director for the City of Livermore to serve as the City Treasurer for the City of Livermore.

BE IT FURTHER RESOLVED now that Resolution 2021-216 has been rescinded, the Investment Policy adopted by Resolution 2021-108 is also amended to replace all references to the "Finance Manager" to return to language in the Investment Policy as adopted by Resolution 2021-108 to now refer to the "Administrative Services Director," and the authority to invest the City's pooled treasury funds in accordance with the Investment Policy is once again delegated to the Administrative Services Director as set forth in the Investment Policy.

On motion of Council Member _____, seconded by Council Member _____, the City Council passed the foregoing resolution on April 25, 2022, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Jason Alcala
Jason Alcala
City Attorney



Action Plan FY 2022-23

July 1, 2022 – June 30, 2023

Public Hearing

April 25, 2022

Presented by Amy Walker, Management Analyst I

LIVERMORE CALIFORNIA

1

HUD National Objectives

1. Benefiting low-and-moderate-income (LMI) persons
2. Assisting in the prevention and/or elimination of slums and blight
3. Meeting an urgent need that poses an immediate threat to health and safety

LIVERMORE CALIFORNIA

2

Priority Needs and Goals



- Creating economic opportunities
- Creating suitable living environments
- Providing decent affordable housing

LIVERMORE CALIFORNIA

3

Action Plan Overview



- A requirement of receiving federal CDBG and HOME funds is a submittal of an Annual Action Plan to HUD
- The City is an entitlement recipient of CDBG funds from the Federal Department of Housing and Urban Development (HUD)
- As a member of the Alameda County HOME Consortium, the City receives annual HOME funding

LIVERMORE CALIFORNIA

4

FY 2022-23 Action Plan Timeline

Grant Process	Date Completed
Grant Application Workshop	12/9/21
Notice of Funding Availability/Request for Proposal	1/19/22
Presentations from New Applicants to Human Services Commission	2/8/22
Human Services Commission Grant Recommendation Meeting	3/8/22
City Council Approval of Grant Recommendations and Action Plan Submittal	4/25/22

LIVERMORE CALIFORNIA

5

CDBG/HOME Funding

Estimated FY 2022-23 Allocations

CDBG	HUD Allocation
Entitlement Allocation FY2022-23	$ 432,000
HOME	**County Allocation**
City Allocation	$ 139,500

LIVERMORE CALIFORNIA

6

Recommendation

The Human Services Commission and staff recommend the City Council

- Adopt a Resolution approving the FY 2022-23 Annual Action Plan for the HOME Investment Partnership and Community Development Block Grant Programs and authorizing its submittal to Alameda County for inclusion with the Alameda County HOME Consortium report and submission to the U.S. Department of Housing and Urban Development (HUD); and
- Authorizing the City Manager, or his designee, to sign all related documents, and to make adjustments to the Action Plan as needed based on the final HUD allocation

LIVERMORE CALIFORNIA

7

From: Kyle Mansfield
To: Cityclerk - Livermore
Subject: Safe Storage Firearms Ordinance in Livermore
Date: Saturday, April 9, 2022 7:07:38 PM

Dear Livermore Mayor and City Council Members,

I am a volunteer with the Livermore Valley Moms Demand Action for Gun Sense in America and a resident of Livermore.

I am writing to you today to advocate for your support of a Safe Storage Firearms Ordinance in Livermore which would require all firearms in a residence be securely stored in a locked container or disabled with a trigger lock.

1. Please consider these compelling facts:

a. Nearly every day in this country one small child unintentionally kills himself or another child after finding an unsecured firearm typically in their home.

b. Every day on average, two teens commit suicide using an unsecured firearm from their home or a relative's home.

c. Unsecured firearms are easily stolen in home robberies where they then become crime guns for criminals.

d. Each year, an estimated 200,000 to 500,000 guns are stolen and many are funneled into the underground market, where once-legally-owned firearms can be transferred to people with dangerous histories.

e. 80% of school shootings are done by a student or former student of the school, using an unsecured firearm obtained from their home or a relative's home.

f. There have been 473 mass shootings in the U.S. so far in 2021.

g. Storing firearms in a securely locked container can prevent guns from being easily stolen in a home robbery.

h.

A Safe Storage ordinance has become more urgent than ever during Covid, given the dramatic rise in gun sales. We have seen a shocking 43% increase in unintentional deaths of small children and a 9% increase in teen suicides.

i. Research shows that keeping guns securely stored does NOT hinder self-protection- a gun can be accessed within seconds- but it DOES prevent unintentional deaths of children and teen suicides, by as much as 85% depending on the type of storage.

j. A DOJ- approved safe storage device can be obtained for as little as $40 so the cost is not at all prohibitive, and trigger locks are often given out free at police stations.

k. American children are nearly twice as likely to be shot and killed as they are to die by drowning. Yet safety regulations for pools are far more pervasive and restrictive than those for guns.

l. California Penal Code (25100) does not sufficiently address safe storage of ALL firearms.

m. California Penal Code (25100) does not define how to safely store a firearm and it doesn't apply to all homes.

n. Parents often hide their guns rather than locking them up, but studies show 70% of children know the location of these hidden guns in their own home and many have even handled them.

o. Most firearm owners are law abiding and will follow the law if it is simply in place.

p. There are an estimated 265 million civilian-owned firearms in the United States, and more than one-third of homes contain at least one gun.

q. Storing firearms unloaded, locked, and separate from ammunition saves lives.

r. Many cities and towns up and down California have already adopted Safe Storage ordinances, including Dublin, Moraga and Orinda. I hope that Livermore will do the same.

With your support we can prevent future tragedies from occurring in Livermore. I urge you to support this common sense gun ordinance! It will save lives.

Respectfully,

Kyle Mansfield
[redacted]
Livermore, CA 94551

From: Renata B
To: Cityclerk - Livermore
Subject: Firearm's
Date: Wednesday, April 20, 2022 10:39:29 AM

To whom it may concern,
As a The resident of Livermore California I would like to make known my endorsement of firearm safety. Livermore residents would benefit from the safety of having firearms locked up in all residential dwellings. Please pass this ordinance.
Thank you for your time
Renata Bocxe

From: Beth Zane
To: Cityclerk - Livermore
Subject: Safe Storage of Firearms - PLEASE READ!
Date: Wednesday, April 20, 2022 4:14:18 PM

Dear Livermore Mayor and City Council Members,

I am a volunteer and mother with the Livermore Valley Moms Demand Action for Gun Sense in America and a resident of Livermore.

I am writing to you today to advocate for your support of a Safe Storage Firearms Ordinance in Livermore which would require all firearms in a residence be securely stored in a locked container or disabled with a trigger lock.

Nearly every day in this country one small child unintentionally kills himself or another child after finding an unsecured firearm typically in their home. *Every day on average*, **two teens commit suicide** using an unsecured firearm from their home or a relative's home. Unsecured firearms are easily stolen in home robberies where they then become crime guns for criminals. **80%** of school shootings are done by a student or former student of the school, using an unsecured firearm obtained from their home or a relative's home. There have been ***473 mass shootings in the U.S. so far in 2021.*** A Safe Storage ordinance has become more urgent than ever during Covid, given the dramatic rise in gun sales. We have seen a shocking ***43% increase in unintentional deaths of small children and a 9% increase in teen suicides.*** American children are nearly twice as likely to be shot and killed as they are to die by drowning. Yet safety regulations for pools are far more pervasive and restrictive than those for guns.

California Penal Code (25100) does not sufficiently address safe storage of ALL firearms.

California Penal Code (25100) does not define how to safely store a firearm and it doesn't apply to all homes.

Many cities and towns up and down California have already adopted Safe Storage ordinances, including Dublin, Moraga and Orinda. I hope that Livermore will do the same.

Let's protect our children and families here in Livermore.
With your action on this today we can circumvent a similar event here in Livermore.
I am proud to be a member of a community who puts children first.
I **urge you to support this common sense gun ordinance! It will save lives.**

We can be both supportive of common sense gun laws and the second amendment.
This is not a second amendment issue. **It's a public safety concern.**

Respectfully,
Beth Zane
Maryelizabeth Zane
[redacted]
Livermore, CA 94550

From: Bill Niles
To: Cityclerk - Livermore
Subject: Support for the Safe Storage Ordinance
Date: Wednesday, April 20, 2022 2:36:17 PM

Dear Livermore Mayor and City Council Members,

I am a resident of Livermore, local business owner and concerned member of our community, particularly as it relates to gun violence.

I am writing to you today to strongly request your support of a Safe Storage Firearms Ordinance in Livermore which would require all firearms in a residence be securely stored in a locked container or disabled with a trigger lock.

American children are nearly twice as likely to be shot and killed as they are to die by drowning. Yet safety regulations for pools are far more pervasive and restrictive than those for guns. It's unconscionable that we are not taking every step necessary to protect lives and enforce responsibility.

We must protect our children and families here in Livermore.

With your action on this today we can circumvent tragedies in Livermore.

I am proud to be a member of a community who puts children first. I urge you to support this common-sense gun ordinance and do the same. It will save lives. It's not an either-or issue. We can be both supportive of common-sense gun laws and the second amendment. This is not a second amendment issue. It's a public safety concern.

Thank you

Bill Niles
[redacted]
Livermore, CA 94550

--
Bill Niles | Executive Chef & Owner | Range Life

From: Paige Kuempel
To: Cityclerk - Livermore
Subject: Safe Storage of Firearms Ordinance in Livermore
Date: Wednesday, April 20, 2022 3:52:27 PM

Dear Livermore Mayor and City Council Members,

I have been an active Livermore resident for over 20 years. I am a volunteer with the Livermore Valley Moms Demand Action for Gun Sense in America, a parent and leader within the community.

I am writing to you today to ask for your support of a Safe Storage Firearms Ordinance in Livermore which would require all firearms in a residence be securely stored in a locked container or disabled with a trigger lock.

Nearly every day in this country one small child unintentionally kills himself or another child after finding an unsecured firearm typically in their home. There are children who intentionally set out to harm themselves - on average each day, two teens commit suicide using an unsecured firearm from their home or a relative's home. Unsecured firearms are easily stolen in home robberies where they then become crime guns for criminals.

A Safe Storage ordinance has become more urgent than ever during Covid, given the dramatic rise in gun sales. We have seen a shocking 43% increase in unintentional deaths of small children and a 9% increase in teen suicides. Research shows that keeping guns securely stored does NOT hinder self-protection- a gun can be accessed within seconds- but it DOES prevent unintentional deaths of children and teen suicides, by as much as 85% depending on the type of storage. A DOJ- approved safe storage device can be obtained for as little as $40 so the cost is not at all prohibitive, and trigger locks are often given out free at police stations.

California Penal Code (25100) is not sufficient to protect our children. It does not sufficiently address safe storage of ALL firearms. It does not define how to safely store a firearm and it doesn't apply to all homes. That's why we need to pass the Safe Storage Firearms Ordinance in Livermore. Many cities and towns up and down California have already adopted Safe Storage ordinances, including Dublin, Moraga and Orinda. I hope that Livermore will do the same.

I am proud to be a member of a community who puts children first. We can be both supportive of common sense gun laws and the second amendment.Let's protect our children and families here in Livermore.

Sincerely, Paige Kuempel
[redacted]
Livermore, CA 94550
[redacted]

From: Oona Backers
To: Cityclerk - Livermore
Subject: Safe storage firearm ordinance
Date: Thursday, April 21, 2022 7:57:44 PM

Dear Livermore Mayor and City Council Members,

I'm a mom, wife and social worker who resides in this wonderful community of Livermore.

I am writing to you today to advocate for your support of a Safe Storage Firearms Ordinance in Livermore which would require all firearms in a residence be securely stored in a locked container or disabled with a trigger.

Important facts to consider:

Research shows that keeping guns securely stored does NOT hinder self-protection- a gun can be accessed within seconds- but it DOES prevent unintentional deaths of children and teen suicides, by as much as 85% depending on the type of storage.

Most firearm owners are law abiding and will follow the law if it is simply in place.

Many cities and towns up and down California have already adopted Safe Storage ordinances, including Dublin, Moraga and Orinda. I hope that Livermore will do the same.

In closing, let's protect our children, families, schools, law enforcement officers here in Livermore.
With your action we can circumvent a similar event here in Livermore.
I'm proud to be a member of a community who puts children and public safety first.
I urge you to support this common sense gun ordinance! It will save lives and offers a common sense gun safety intervention.
This is not a second amendment issue. It's a public safety concern.

Thank you for your time and consideration,
Oona Backers
[redacted]
Livermore, CA. 94551

Sent from my iPhone

From: Cathy Rainey
To: Cityclerk - Livermore
Subject: Safe Storage Firearms Ordinance
Date: Thursday, April 21, 2022 2:13:07 PM

Dear Livermore Mayor and City Council Members,

I am a grandparent and a resident of Livermore.

I am writing to you today to request your support of a Safe Storage Firearms Ordinance in Livermore which would require all firearms in a residence be securely stored in a locked container or disabled with a trigger lock.

Every day on average, two teens commit suicide using an unsecured firearm rom their home or a relative's home.

I urge you to support this common sense gun ordinance! It will save lives.

Respectfully,

Cathy Rainey

From:	Marla Hoehn
To:	Cityclerk - Livermore
Subject:	Support for Safe Storage Ordinance
Date:	Thursday, April 21, 2022 8:43:19 PM

[This is a comment for Item 6.2 of the Livermore City Council Agenda for Monday, April 25, 2022]

Dear Livermore Mayor and City Council Members,

I am a resident of Livermore, and I am writing to you in support of adopting the Safe Storage ordinance which would require all firearms in a residence be securely stored in a locked container or disabled with a trigger lock.

Research shows that keeping guns securely stored does not hinder self-protection but does prevent unintentional deaths of children and teen suicides, by as much as 85% depending on the type of storage. Many cities and towns in California have already adopted Safe Storage ordinances, including our Tri-Valley neighbors - Pleasanton and Dublin.

I urge the City of Livermore also to support this commonsense gun ordinance. It will help save lives! I am proud to be a member of a community that puts children first.

Thank you,

Marla Kirby

[redacted]
Livermore, CA 94550

From: Emily Stout Garcia
To: Cityclerk - Livermore
Subject: Support for Safe Storage Firearms Ordinance
Date: Friday, April 22, 2022 6:43:38 AM

I am writing to you today to advocate for your support of a Safe Storage Firearms Ordinance in Livermore which would require all firearms in a residence be securely stored in a locked container or disabled with a trigger lock.
Parents often hide their guns rather than locking them up, but studies show 70% of children know the location of these hidden guns in their own home and many have even handled them. et's protect our children and families here in Livermore.
I am proud to be a member of a community who puts children first. I urge you to support this common sense gun ordinance! It will save lives.

Sincerely,

Emily Stout-Garcia

[redacted] Livermore, CA 94550

From: Matt Stout-Garcia
To: Cityclerk - Livermore
Subject: Fwd: Safe Storage Firearms Ordinance
Date: Friday, April 22, 2022 4:12:07 PM

Hello,

I am writing to you today to advocate for your support of a Safe Storage Firearms Ordinance in Livermore which would require all firearms in a residence be securely stored in a locked container or disabled with a trigger lock.
Parents often hide their guns rather than locking them up, but studies show 70% of children know the location of these hidden guns in their own home and many have even handled them. Let's protect our children and families here in Livermore.
I am proud to be a member of a community who puts children first. I urge you to support this common sense gun ordinance! It will save lives.

Sincerely,

Matt Stout-Garcia

[redacted] Livermore, CA 94550

From: Barbara Gilmartin
To: Cityclerk - Livermore
Subject: Comment for April 25,2022 City Council on Item 6.2, Safe Storage of Firearms
Date: Saturday, April 23, 2022 3:06:40 PM

Dear Mayor Woerner, Vice Mayor Bonanno, and City Council Members Carling, Kiick, and Munro,

I am asking for your support of a Safe Storage Firearms Ordinance in Livermore which would require all firearms in a residence to be securely stored in a locked container or disabled with a trigger lock. As a long-term resident of Livermore, as well as a parent and grandparent, I am concerned for the safety of our children.

A safe storage ordinance has become more urgent than ever because of the dramatic increase in gun ownership than occurred during the Covid pandemic. There has been a 43% increase in unintentional deaths of small children and a 9% increase in teen suicides.

Many cities have already adopted Safe Storage ordinances, including Dublin, Moraga and Orinda. Your action to amend the Livermore Municipal Code, Chapter 8.14, to regulate the safe storage of a firearm in a residence will protect children and families in Livermore.

Thank you for your consideration,

Barbara Gilmartin

[redacted]

Livermore, CA 94550

From: Kim Mayes
To: Cityclerk - Livermore
Subject: Safe Storage Ordinance
Date: Saturday, April 23, 2022 2:10:54 PM

Dear Livermore Mayor and City Council Members,

I am a volunteer with the Livermore Valley Moms Demand Action for Gun Sense in America, a parent, and a resident of Livermore. I am writing to you today to encourage your support of a Safe Storage Firearms Ordinance in Livermore which would require all firearms in a residence be securely stored in a locked container or disabled with a trigger lock. As a mother and a school district employee I feel compelled to advocate for support of this ordinance. Every day, I drive my children to school, kiss them goodbye and say a silent prayer for their safety. Did you know that 80% of school shootings are committed by a student or a former student using an unsecured firearm that they've obtained from their own home or the home of a relative? Many parents will tell you that if they have firearms in their homes, they are "secured". But many parents believe that secured means that their firearms are hidden or in a place where their children cannot access them. Unfortunately, studies show that 70% of the time, these children not only know where the firearms are kept but may have even handled them. Please know that as a parent I take my children's safety very seriously and have had many conversations about gun safety with the parents of my children's friends as well as my own children. However, I fully realize that what I consider "safe and secure"and what another parent considers safe may be very different. Most gun owners are law abiding and will follow the requirements if they are put in place. This ordinance will go a long way to prevent accidental shootings and impulsive, regrettable decisions. Many cities and towns in California have already passed this ordinance including Dublin, Moraga and Orinda. I hope Livermore will make the same choice. Let's protect our children and families.

Kindest Regards,
Kimberly Mayes
[redacted]
Livermore, CA 94551

From: Helen Machuga
To: Cityclerk - Livermore
Subject: Safe Storage
Date: Sunday, April 24, 2022 11:54:42 AM

Dear Livermore Mayor and City Council Members,

I am a volunteer with the Livermore Valley Moms Demand Action for Gun Sense in America, a parent, a grandparent, and a resident of Livermore for more than forty years.

I am writing today to encourage your support for a Safe Storage Firearms Ordinance in Livermore which would require all firearms in a residence be securely stored in a locked container or disabled with a trigger lock.

Too many children find guns “hidden” by their elders and tragically lose their own lives or unintentionally harm or kill another. Many of us have seen the tragedies that result when young people have easy access to guns in moments of distress. The above ordinance is a step to prevent more needless, tragic injury or loss of life.

Thank you,

Helen Machuga

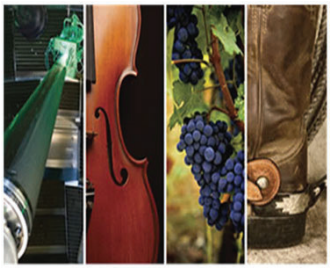
From: Cindy Anderson
To: Cityclerk - Livermore
Subject: Safe Storage Ordinance
Date: Sunday, April 24, 2022 2:41:48 PM

Dear Livermore Mayor and City Council Members,

As a resident of Livermore, I appreciate the City Council protecting our children. I support the Safe Storage Ordinance.

Thank you,

Cindy Anderson
[redacted] Livermore, CA 94550



City Council Update – April 25, 2022

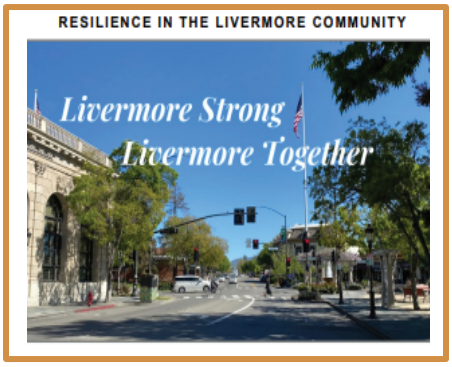
Equity and Inclusion &
FY21-23 Goals and Priorities

Presented by
Marc Roberts, City Manager
Christine Martin, Assistant City Manager

LIVERMORE CALIFORNIA

1

Equity and Inclusion



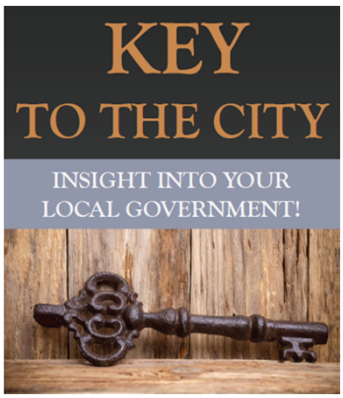
- Key to the City
- Collaborate with Partner Agencies and Community Organizations
- Recruitment for Advisory Bodies, Employment and other Volunteer Opportunities
- Housing
- Policing

LIVERMORE CALIFORNIA

2

Key to the City

Expand community awareness of the innerworkings of local government and ways to provide steppingstones to leadership opportunities. Expand outreach and advertisement of participation and volunteer opportunities in furtherance of the above. Create and conduct a Key to the City specifically for youth.



Frequency of Key to the City Program

- ✓ Exploring staff development opportunity
- ✓ Planning one session Fall 2023 and two sessions in 2024

Youth Key to the City Program

- ✓ Discussed at monthly intergovernmental meetings
- ✓ Collaborating with LVJUSD & LARPD
- ✓ Exploring adjustments to Teen Academy Program

LIVERMORE CALIFORNIA

3

Collaborate with Partner Agencies

Collaborate on partnership opportunities with LVJUSD and LARPD. Collaborate with Las Positas College, Chamber of Commerce and other business organizations on youth training/career opportunities and to share Livermore's cultural diversity.

LIVERMORE CALIFORNIA

Livermore School District – Building a Bright Future

Livermore Area Recreation & Park District

Las Positas College

Inter-agency communications regarding youth programming

- ✓ Youth engagement added to monthly communication meeting
- ✓ Connected with LPC on their Career Education program
- ✓ Collaborating with LVJUSD and Chamber

Livermore Day for the Community

- ✓ Coordinating a Unity Day event in October 2022 with LVJUSD and LARPD, including a storytelling element

LIVERMORE CALIFORNIA

4

Collaborate with Partner Agencies

Collaborate on partnership opportunities with LVJUSD and LARPD. Collaborate with Las Positas College, Chamber of Commerce and other business organizations on youth training/career opportunities and to share Livermore's cultural diversity.



Outreach and Communication

- ✓ Collaborating on shared communication campaigns such as:
  - Resource division youth art contest
  - Family disaster preparedness
  - Livermore Area Youth Advisory Commission recruitment
  - Tri-Valley Innovation Fair
  - High School Senior Arts Awards
  - LVJUSD Science Odyssey

LIVERMORE

5

Recruitment for Advisory Bodies and Other Volunteer Opportunities

Expand outreach and advertisement efforts to reach all segments of the community.



Outreach

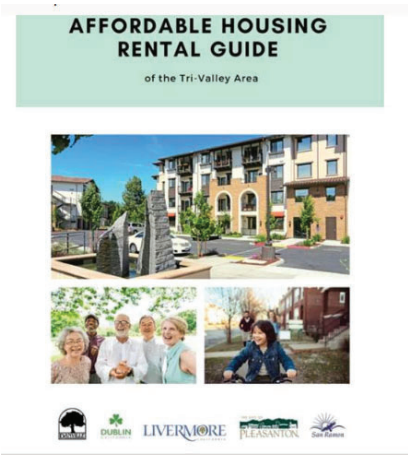
- ✓ Posted six time on social media during recent recruitment period in March and April 2022
- ✓ Included in March 25, 2022 e-newsletter
- ✓ Scheduled for Fall 2022 city-wide newsletter
- ✓ Advertised in Independent March 2022

LIVERMORE

6

Housing

Expand outreach to communities most affected by housing issues. Share information on housing related matters with the community.



Community Outreach

- ✓ Emailed distribution lists established for nonprofits and service providers who work most closely with local vulnerable populations
- ✓ Emailed various housing-related resources, webinars and assistance opportunities to distribution lists that include local and regional nonprofits and service providers with a request to share with their networks
- ✓ Updated and monitored website to include latest information of affordable housing and resources

LIVERMORE CALIFORNIA

7

Policing

Explore ways to deploy police department resources more efficiently and effectively in response to mental health related calls for service. Increase Police Chief and Police Department awareness of community-policing related matters.

Stop and Arrest Data Report

- ✓ Presented completed Stop and Arrest Data Report to Council in February 2022

Mental Health Clinician Ride-Along Pilot Program

- ✓ Identified model to pair mental health clinician with an officer
- ✓ Funding included in FY 22/23 Budget Update for Council consideration in June 2022

Chief's Advisory Group

- ✓ Established requirements and process for future participants

LIVERMORE CALIFORNIA

8

FY 2021-2023
City Council Priorities



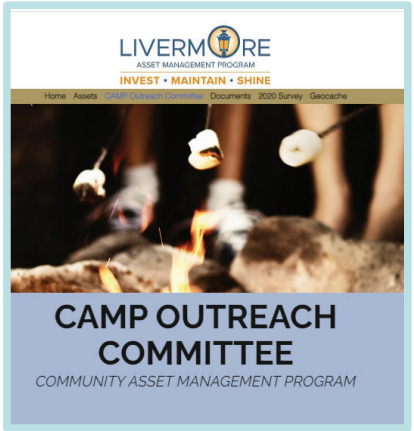
- Asset Management and Storm Water
- Downtown
- General Plan Update
- Homelessness and Affordable Housing
- Modernization, Training and Workplace Enhancements

LIVERMORE CALIFORNIA

9

Asset Management & Storm Water

Establish comprehensive Asset Management & Stormwater Management Programs, ensuring the community continues to receive vital services through sustainable infrastructure strategies.



Community Engagement

- ✓ Six CAMP Outreach meetings held since May 2021
- ✓ Staff and CAMP Outreach Committee members presented Asset Management information to approximately 75 community members
- ✓ Working with LARPD and Zone 7 to resume Living Arroyos in-person events

LIVERMORE CALIFORNIA

10

Asset Management & Storm Water

Establish comprehensive Asset Management & Stormwater Management Programs, ensuring the community continues to receive vital services through sustainable infrastructure strategies.



Asset Data Collection and Analysis

- ✓ Entered into a contract with NEXGEN to develop a custom app and web-portal named Livermore Connect
- ✓ Trained Staff on NEXGEN
- ✓ Analyzed data from City Hall solar array behind City Hall to determine the most financially responsible method to implement a future solar project on the L Street garage

LIVERMORE CALIFORNIA

11

Asset Management & Storm Water

Establish comprehensive Asset Management & Stormwater Management Programs, ensuring the community continues to receive vital services through sustainable infrastructure strategies.



Stormwater Management

- ✓ Updated City's Stormwater Master Plan
- ✓ Council approved a resolution authorizing application to Habitat Conservation Plan grant
- ✓ Completed FEMA Annual Report allowing property owners to continue to receive 20% discount on flood insurance

LIVERMORE CALIFORNIA

12

Downtown

Enhance the City's vibrancy by completing critical projects downtown, ensuring the right balance of local amenities to support quality of life.



Hotel and Public Infrastructure

- ✓ Disposition Development and Loan Agreement with Presidio completed in December of 2021

Parking and Circulation

- ✓ I-Street Parking Garage - Construction began on April 12, 2021 and is on schedule for completion in Summer 2022

LIVERMORE CALIFORNIA

13

Downtown

Enhance the City's vibrancy by completing critical projects downtown, ensuring the right balance of local amenities to support quality of life.



Downtown Core Implementation

- ✓ City Council authorized an agreement with RRM Design Group to conduct public outreach, design and construction administration of Veterans Park
- ✓ The interim Quest Science and Society Center Educational Demonstration Area was constructed opened for events in August 2021

LIVERMORE CALIFORNIA

14

Downtown

Enhance the City's vibrancy by completing critical projects downtown, ensuring the right balance of local amenities to support quality of life.



Additional Downtown Enhancements

- ✓ Began work on First Street Streetscape (Legacy Project)

Livermorium Plaza

- ✓ Construction began July 2021 and is scheduled for completion June 2022

LIVERMORE CALIFORNIA

15

General Plan Update

Comprehensively update the Livermore General Plan, including Housing Element and Programmatic EIR, to address changes in regional and state policy, market trends, and community preferences, to plan for growth and conservation for the next 25 years, and support and enhance Livermore quality of life.



Community Engagement

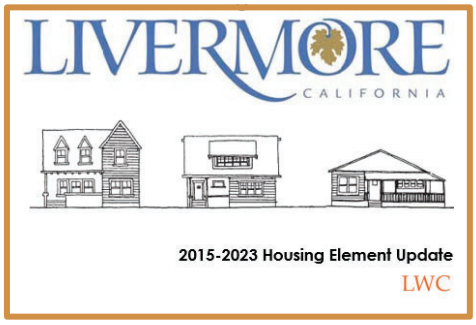
- ✓ In November 2021, staff and PlaceWorks posted the Equity and Inclusion Plan on the website to engage the community throughout the Update process
- ✓ Conducted visioning workshops with community and focus groups
- ✓ On March 14, 2022, Council adopted the draft vision statement

LIVERMORE CALIFORNIA

16

General Plan Update

Comprehensively update the Livermore General Plan, including Housing Element and Programmatic EIR, to address changes in regional and state policy, market trends, and community preferences, to plan for growth and conservation for the next 25 years, and support and enhance Livermore quality of life.



Housing Element

- ✓ Met with the community and stakeholders to seek input on policy and housing related issues
- ✓ Updated Housing Element goals, policies, and quantified objectives based on the various housing assessments and community input

LIVERMORE

17

Homelessness and Affordable Housing

Establish a homelessness strategy, engaging local partners to develop a coordinated response, and expand diversity of affordable housing opportunities.



Homeless Strategic Framework

- ✓ Staff helped nonprofit partners identify and apply for federal funds, such as the Federal Eviction Prevention Program
- ✓ As of early March 2022, $2,992,957 in COVID-19 Rent Relief Funds have been disbursed to Livermore tenants

LIVERMORE

18

Homelessness and Affordable Housing

Establish a homelessness strategy, engaging local partners to develop a coordinated response, and expand diversity of affordable housing opportunities.



Development of Affordable Multifamily Projects

- ✓ Began construction of Avance (formerly Sunflower Hill)
- ✓ Planning Commission approved project entitlement for Interfaith Housing/Pacific Avenue project
- ✓ Construction on Vineyard 2.0 Project Groundbreaking was held on April 2022

LIVERMORE CALIFORNIA

19

Homelessness and Affordable Housing

Establish a homelessness strategy, engaging local partners to develop a coordinated response, and expand diversity of affordable housing opportunities.

BACS
Bay Area Community Services

Create Affordable Ownership Opportunities

- ✓ City Council adopted an update to the City's Inclusionary Housing ordinance in June 2021 to include new on-site rental housing requirements

Regional Housing Opportunities

- ✓ Obtained funds for Bay Area Community Services (BACS) Project Reclamation to support shared housing

LIVERMORE CALIFORNIA

20

Modernization, Training and Workplace Enhancements

Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.



Governance and Process Improvement

- ✓ Artificial Intelligence (AI) security systems being implemented to monitor e-mail and security breaches
- ✓ New software for public records requests available on City's website
- ✓ Developed Remote Workforce Pilot Program
- ✓ Updated Records Retention Schedule

LIVERMORE CALIFORNIA

21

Modernization, Training and Workplace Enhancements

Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.



Modernize Key Business Systems

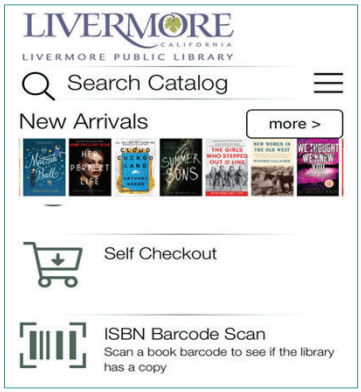
- ✓ Completed evaluation of Zoom enhancements to allow remote public access to live meetings
- ✓ Successful kick-off of first City Council hybrid meeting on April 13, 2022
- ✓ Completed Microsoft Modern Workplace Roadmap
- ✓ Completed Water Resources Division Tech Master Plan

LIVERMORE CALIFORNIA

22

Modernization, Training and Workplace Enhancements

Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.



Modernize Key Business Systems - Library

- ✓ Migrated the Library System from local server to cloud-based software
- ✓ Modernized Online Public Catalog (OPAC) through the development of the BiblioCore Discovery Layer
- ✓ Created a new Library app for mobile devices

LIVERMORE CALIFORNIA

23

Thank you.

LIVERMORE CALIFORNIA

24

Item 8.0
Council Reports

Council Member	Committee Meeting Date	Committee	Agenda Link	Meeting Type
Mayor Woerner	4/12/2022	COVID 19 Community Advisory Group		Hosted by Alameda County
Mayor Woerner	4/13/2022	Youth in Government Day		Event
Mayor Woerner	4/13/2022	Valley Link	https://www.valleylinkrail.com/board-of-directors	Ad Hoc Committee
Mayor Woerner	4/13/2022	Alameda County Mayors Homeless Working Group		Meeting
Mayor Woerner	4/13/2022	Alameda County Mayors Conference	https://www.alamedacountymayorsconference.org/agenda-information/	
Mayor Woerner	4/13/2022	Eden Housing Civil Leader of Year Award		Event
Mayor Woerner	4/22/2022	Michael Tree's Retirement		

Item 8.0
Council Reports

Council Member	Committee Meeting Date	Committee	Agenda Link	Meeting Type	Committee Report: Summary
Vice Mayor Bonanno	4/11/2022	Alameda County Transportation Commission (ACTC)	https://d3n9y02raazwpg.cloudfront.net/alamedactc/af2e6a65-afb8-11ec-a5da-0050569183fa-0b4bc3c1-6cee-4654-a07c-60b095e64fd2-1649709594.pdf	Programs and Projects committee	
Vice Mayor Bonanno	4/13/2022	Youth in Government Day			Opportunity for local HS students to shadow LARPD, City and LVJUSD council/board members and key city staff.
Vice Mayor Bonanno	4/13/2022	Vineyard 2.0 Groundbreaking		ceremonial	
Vice Mayor Bonanno	4/21/2022	Intergovernmental Committee (CITY / LARPD / LVJUSD)			
Vice Mayor Bonanno	4/22/2022	Going away reception for LAVTA ED Michael Tree			
Vice Mayor Bonanno	4/22/2022	Knights of Columbus Banquet			Event honoring Tri-Valley's police officers and firefighters
Vice Mayor Bonanno	4/25/2022	Livermore-Amador Valley Transit Authority	https://www.wheelsbus.com/meeting/projects-and-services-committee-meeting-75/	Programs and Services committee	

Item 8.0
Council Reports

Council Member	Committee Meeting Date	Committee	Agenda Link	Meeting Type
Council Member Carling	4/13/2022	Groundbreaking for Vineyard 2.0		ceremonial

Council Member	Committee Meeting Date	Committee	Agenda Link	Meeting Type	Committee Report: Summary
Council Member Munro	4/13/2022	Vineyard 2.0 Groundbreaking Ceremony		Groundbreaking	Celebrated the beginning of making Vineyard 2.0 a reality. Vineyard 2.0 provides supportive housing units for the homeless, a resource center, a large dining room that can become an overnight shelter, and a kitchen for Open Heart Kitchen. It also provides wrap-around services for the community.
Council Member Munro		Innovation Tri-Valley		Housing, Infrastructure, Transportation Subcommittee	ValleyLink update, TVTC Fee Update,, Tri Valley Cities housing element updates
Council Member Munro	4/19/2022			Awards luncheon	Eden Housing's annual awards luncheon; Mayor Woerner received award.
Council Member Munro	4/20/2022	East Bay Community Choice Energy Joint Powers Authority	https://ebce.org/meetings/board-of-directors-meeting-4-20-22/	Board Meeting	discussion of legislative agenda (15) and of renewable procurement going forward (17) were of particular interest.
Council Member Munro	4/21/2022	Intergovernmental Committee (CITY / LARPD / LVJUSD)			Mutual work on civil discourse and DEI continues
Council Member Munro	4/21/2022	Presentation to UNCLE for 65 year old birthday			

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 10.2**

DATE: April 25, 2022

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Supplemental materials received at the meeting.

RECOMMENDED ACTION

SUMMARY

DISCUSSION

ATTACHMENTS

1. Items received at the meeting

Prepared by: Debbie Elam
Deputy City Clerk

Approved by:

Marc Roberts
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LARPD FOUNDATION PRESENTS:

Wine Down in the Grove

A fundraiser benefitting the people and parks of Livermore

SATURDAY, MAY 21
3:00 – 6:00 P.M.

SYCAMORE GROVE PARK
5049 ARROYO RD.
LIVERMORE, CA
$100/TICKET 21+ ONLY

*Wine/Beer tasting *Food pairings
* Silent auction *Winery ruin tours
*Experience area history with LARPD Rangers

For TICKETS and additional information, scan the QR code or visit bit.ly/winedowninthegrove



THANK YOU TO OUR SPONSORS:

Livermore Area Recreation & Park District
WENTE VINEYARDS
Souza Balazs
Shea Homes
Livermore Downtown — Where Brilliance Thrives!
good morning MAXWELL
DAVID FURST
HOGE · FENTON

POURING AND FOOD PARTNERS:

WENTE VINEYARDS
Big White House Winery & John Evan Cellars
Charming fig
Peggy's Pretzels
Darcie Kent Estate Winery
Wood Family Vineyards
Almost Famous Wine Company
Bay House Cakery
Bluebirds Chocolates
Pennyweight Craft Brewing
Charles R Vineyards
Wow Wow Lemonade Stand