LIVERMORE
CALIFORNIA

CITY COUNCIL

AGENDA
MONDAY, SEPTEMBER 11, 2023

REGULAR HYBRID MEETING – 7:00 PM

LIBRARY SUMMER READING AWARDS - 6:00 PM

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

IN PERSON INFORMATION:

CIVIC CENTER MEETING HALL
CITY COUNCIL CHAMBERS
1016 S. LIVERMORE AVENUE

TELECONFERENCE INFORMATION:

ZOOM WEBINAR:
ATTENTION: Zoom update requirements found at the bottom of the agenda
https://us02web.zoom.us/j/82218845510
Zoom dial in phone number:
1 669 900 6833
Meeting ID: 8221 884 5510

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

TV29:
Comcast TV Channel 29
tv29live.org

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

1. LIBRARY SUMMER READING AWARDS - 6:00 pm

2. CALL TO ORDER

ROLL CALL

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

PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND PRESENTATIONS - NONE.

4. OPEN FORUM

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

5. CONSENT CALENDAR

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

5.1 Approval of draft minutes - July 10, 2023 Regular Meeting, July 17, 2023 Special Meeting, and July 24, 2023 Regular Meeting.

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

Staff Report
Attachments:
1. DRAFT 2023-07-10 Regular Meeting Minutes
2. DRAFT 2023-07-17 CC-PC Special Meeting Workshop Minutes

3. DRAFT 2023-07-24 Regular Meeting Minutes

5.2 Resolution authorizing execution of an agreement with AMS.NET for the purchase of a replacement core information technology infrastructure switch in an amount not-to-exceed $200,000.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing execution of an agreement with AMS.NET for the purchase of a Cisco Catalyst 9400 Series Chassis Bundle to replace the City's core information technology infrastructure switch in an amount not-to-exceed $200,000.

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

5.3 Resolution authorizing the execution of an amendment to the Memorandum of Understanding between the City of Livermore, Alameda County, and Livermore Sanitation, Inc to include Alameda County's acceptance of Livermore Sanitation's Assignment to Waste Connections, and to memorialize the SB 1383 services provided to Alameda County customers.

Recommendation:
Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute an Amendment to the Memorandum of Understanding between the City of Livermore, Alameda County, and Livermore Sanitation, Inc. to include Alameda County's acceptance of Livermore Sanitation's Assignment to Waste Connections, and to memorialize the SB 1383 services provided to Alameda County customers.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Amendment to the Memorandum of Understanding

5.4 Resolution authorizing the City Manager to execute an amendment to the Memorandum of Understanding with City of Pleasanton for the Environmental Review of Tri-Valley Haven's Emergency Shelter Rebuild Project to add the City of Dublin and County of Alameda as cooperating entities.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an amendment to the Memorandum of Understanding (MOU) with City of Pleasanton for the environmental review of Tri-Valley Haven's Emergency Shelter Rebuild Project to add the City of Dublin and Alameda County as cooperating entities.

Staff Report
Attachments:
1. Memorandum of Understanding for Environmental Lead Agency Between the City of

Livermore and City of Pleasanton, 23-0117
2. Resolution
3. Exhibit A - Amendment to Memorandum of Understanding

5.5 Resolution accepting public improvements constructed pursuant to the Subdivision Improvement Agreement for Parcel Map 10589 located at 4260 First Street for Affordable Residential Housing by MP Avance Associates, L.P. for permanent maintenance and release of security.

Recommendation:
Staff recommends the City Council adopt a resolution accepting public improvements constructed pursuant to the Subdivision Improvement Agreement for Parcel Map 10589 located at 4260 First Street for Affordable Residential Housing by MP Avance Associates, L.P. for permanent maintenance and release of security.

Staff Report
Attachments:
1. Vicinity Map
2. Resolution

5.6 Resolution accepting the Livermore Downtown Inc. Annual Report for FY 2022-23 and authorizing the execution of a grant agreement with Livermore Downtown Inc. in the amount of $90,000 for FY 2023-24.

Recommendation:
Staff recommends the City Council adopt a resolution accepting the Livermore Downtown Inc. Annual Report for FY 2022-23 and authorizing the execution of a grant agreement with Livermore Downtown Inc. for grant activities from July 1, 2023, to June 30, 2024, in the amount of $90,000.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Grant Agreement with Livermore Downtown Inc.
3. Exhibit B - Annual Report FY 2022-23

5.7 Resolution implementing a citywide Email Management Program for the improved management and security of emails.

Recommendation:
Staff recommends the City Council adopt a resolution implementing an Email Management Program for the improved management and security of emails that are determined to be records and to routinely delete emails that are only incidental documents, as defined by city policy.

Staff Report
Attachments:
1. Resolution

2. Exhibit A - Email Management Program Implementation Timeline

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

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

6. PUBLIC HEARINGS

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

6.1 Hearing to receive and consider protests related to the annual fire hazard abatement program and confirm the 2023 weed abatement assessments for collection on the County Assessor tax roll.

Recommendation:
Staff recommends City Council consider all protests, and if Council finds appropriate, adopt a resolution overruling protests and confirming the 2023 weed abatement assessments and direct staff to file a certified copy of the assessment report with the County Auditor.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - 2023 Weed Abatement Assessments

7. MATTERS FOR CONSIDERATION - NONE.

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

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

9. CLOSED SESSION

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

9.1 Anticipated Litigation. To meet with the City Attorney pursuant to Government Code section 54956.9(d)(2) because there is significant exposure to litigation against the City based on existing facts and circumstances. (Two claims)

A. Pursuant to Government Code section 54956.9(e)(3) due to the receipt of claim from

Northfield, LLC pursuant to the Government Claims Act. A redacted copy of Claim No. LIVE-2022-2023-0021-01 is available for public inspection pursuant to Government Code section 54957.5.

B. Pursuant to Government Code section 54956.9(e)(3) due to the receipt of claim from Ryan's Automotive Services pursuant to the Government Claims Act. A redacted copy of Claim No. LIVE-2022-2023-0021-02 is available for public inspection pursuant to Government Code section 54957.5.

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

Friends of South Livermore v. City of Livermore, et al., Alameda County Superior Court Case No. RG20054362, First Appellate District Case No. A162471.

9.3 Conference with Labor Negotiator. To meet with Tina Olson, Administrative Services Director, the City's negotiator pursuant to Government Code section 54957.6, regarding negotiations with the Livermore Police Officers Association.

9.4 Conference with Labor Negotiator. To meet with Tina Olson Administrative Services Director, the City's negotiator pursuant to Government Code section 54957.6, regarding negotiations with the Livermore Police Management Association.

9.5 Conference with Real Property Negotiator. To meet with Scott Lanphier and Benedict Stuth, the City's negotiators pursuant to Government Code section 54956.8, regarding the airport restaurant lease agreement approved on April 9, 2018, for a portion of the property located at 680 Terminal Circle, Livermore, California. The City negotiators may negotiate with Harmail Chatha on behalf of SAAB13, LLC. The instructions will concern the terms and conditions of the agreement and whether any changes should be made to the lease.

REPORT OF ACTION TAKEN IN CLOSED SESSION

10. ADJOURNMENT

To a Regular City Council meeting on Monday, September 25, 2023 at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue and virtually using Zoom.

11. SUPPLEMENTAL MATERIALS

11.1 Supplemental materials received prior to the meeting.

Staff Report
Attachments:
1. Supplemental Materials

12. HOW TO PARTICIPATE IN YOUR CITY COUNCIL MEETING

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

Open Forum is an opportunity for the public to speak regarding items not listed on the agenda. Speakers are limited to a maximum of 3 minutes per person. To address the City

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

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

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

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

Platforms to Participate in Meetings:

Submission of Comments Prior to the Meeting:

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

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

Submission of Comments During the Meeting:

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

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

TV29: tv29live.org Comcast Cable 29

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

Zoom Webinar: https://us02web.zoom.us/j/82218845510
It is recommended residents use updated software to successfully join and participate in a meeting. Outdated versions may limit functionality and you may not be able to provide a public comment virtually. To download the most current version, visit zoom.us/download.

Zoom dial in phone number: 1 669 900 6833
Meeting ID: 8221 884 5510

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

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

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

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

LIVERMORE
CALIFORNIA

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

DATE: September 11, 2023

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Approval of draft minutes - July 10, 2023 Regular Meeting, July 17, 2023 Special Meeting, and July 24, 2023 Regular Meeting.

RECOMMENDED ACTION

Staff recommends the City Council approve the draft minutes.

SUMMARY

DISCUSSION

ATTACHMENTS

1. DRAFT 2023-07-10 Regular Meeting Minutes
2. DRAFT 2023-07-17 CC-PC Special Meeting Workshop Minutes
3. DRAFT 2023-07-24 Regular Meeting Minutes

Prepared by: Marie Weber
Deputy City Manager/City Clerk

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

MINUTES

LIVERMORE
CALIFORNIA

CITY COUNCIL
JULY 10, 2023

CLOSED SESSION

CALL TO ORDER – The Closed Session of the City Council was called to order by Mayor John Marchand at 6:30 pm, held in person at 1016 S. Livermore Avenue and remotely using Zoom and YouTube.

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

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

Mayor Marchand opened the public comment period.

Jean King provided a comment.

There were no more speakers and the hearing was closed.

1. ADJOURN TO CLOSED SESSION

1.1 Conference with Real Property Negotiator. To meet with Steve Stewart Planning Manager and Andy Ross Economic Development Manager, 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 No. 99B-5680-4 and 99B-5680–20. The City's negotiators may negotiate with Daniel Buffington, Realtor, on behalf of the Brooks Beverly J Trust & House, Doris E. The instructions will concern price and terms of payment.

1.2 Conference with Real Property Negotiator. To meet with Steve Stewart Planning Manager and Andy Ross Economic Development Manager, 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 No. 99B-5685-12. The City's negotiators may negotiate with Daniel Buffington, Realtor, on behalf of Mike Fuller Motorsports Inc. The instructions will concern price and terms of payment.

1.3 Conference with Real Property Negotiator. To meet with Steve Stewart Planning Manager and Andy Ross Economic Development Manager, 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 No. 905-3-12. The City's negotiators may negotiate with Sara Rieck and Michael Reeves, on behalf of the East Bay Regional Park District. The instructions will concern price and terms of payment.

REGULAR MEETING

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

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

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

City Attorney Jason Alcala said there was no reportable action.

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Confirm Advisory Body appointments to the Livermore Area Youth Advisory Commission, direct the City Clerk to administer the oath of office, and approve extending the term for Commission for the Arts member Rajagopal Kowligi to January 1, 2027.

Livermore Area Youth Advisory Commission
Reappointment to a regular term ending September 1, 2025

- Greta Fick-Furlotte
- Sai Gayathri Penugonda
- William Pinkston-Mastishov
- Michael Zhang

Livermore Area Youth Advisory Commission
Appointment to a regular term ending September 1, 2025

- Ashwin Gaur
- Jessica Seburn
- Ojasvi Sharma
- Isha Sahu
- Adelyne (Addie) McMichael

Commission for the Arts
Extend the unexpired term of Rajagopal Kowligi to January 1, 2027

ON THE MOTION OF CM CARLING, SECONDED BY VM KIICK, AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL CONFIRMED THE RECOMMENDATIONS FOR ADVISORY BODY APPOINTMENTS.

3.2 Livermore Housing Authority Annual Update presented by Sarah Ramler, Executive Director, Livermore Housing Authority.

4. OPEN FORUM

Mayor Marchand opened the public comment period.

Greg Scott provided a comment.

Nancy McKenzie provided a comment.

Kevin McCallum provided a comment.

Mike Godfrey provided a comment.

Alyssa Erickson provided a comment.

Mary Anne Rosza provided a comment.

Doug Mann provided a comment.

Sean Leggat provided a comment.

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

5. CONSENT CALENDAR

Mayor Marchand opened the public comment period.

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

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

5.1 Approval of draft minutes - June 12, 2023 and June 26, 2023 Regular Meetings.

5.2 Resolution 2023-129 authorizing execution of an agreement with Barry & Wynn Architects, Inc. to design and provide bidding and construction support services for the replacement, repairs, and improvements to the Administration

Building at the City of Livermore Water Reclamation Plant as part of the WRP Occupied Building Repairs – Administration Project 2023-22 in an amount not-to-exceed $393,400 and a term ending June 30, 2026.

5.3 Resolution 2023-130 clarifying a previous City Council authorization to summarily vacate a portion of the existing storm drain easement in Veterans Way, recorded May 20, 1968, reel 2184, images 414-420, and authorizing the City Manager to quitclaim the storm drain easement to unencumber the Blacksmith Square Expansion and the L Street Garage Project.

6. PUBLIC HEARINGS

6.1 Hearing to receive and consider all objections and protests related to the non-payment of sewer service provided by the City of Livermore as of June 30, 2023, for collection on the County Assessor tax roll.

Recommendation: Staff recommended the City Council consider protests, adopt a resolution overruling protests, and direct staff to forward a finalized copy of the assessment list to the County Tax Assessor.

Accounting Supervisor Ann Furtado presented the staff report.

Mayor Marchand opened the public hearing.

There were no speakers, and the hearing was closed.

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

Resolution 2023-131 overruling protests and ordering placement of delinquent sewer accounts on the property tax roll.

7. MATTERS FOR CONSIDERATION

7.1 Approval of the City Council 2024 Meeting Calendar.

Recommendation: Staff recommended the City Council approve the 2024 Meeting Calendar. Staff is prepared to make adjustments if a Council Member identifies a scheduling or holiday conflict to ensure all members of the Council can participate in meetings.

Deputy City Manager/City Clerk Marie Weber presented the staff report.

Mayor Marchand opened the public comment period.

Trish Munro provided a comment.

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

ON THE MOTION OF VM KIICK, SECONDED BY CM BRANNING AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL APPROVED THE 2024 MEETING CALENDAR WITH THE FOLLOWING AMENDMENTS:

1. REMOVED 4/8/2024 AND 4/22/2024 REGULAR MEETINGS
2. ADDED 4/15/2024 REGULAR MEETING
3. ADDED SPECIAL MEETINGS ON 4/1/2024 AND 4/29/2024
4. REMOVED 6/17/2024 SPECIAL MEETING

7.2 Designation of voting delegate and alternates for the 2023 League of California Cities Annual Business Meeting.

Recommendation: Staff recommended the City Council appoint one voting delegate and up to two alternates to represent the City of Livermore at the 2023 League of California Cities Annual Business Meeting.

Deputy City Manager/City Clerk Marie Weber presented the staff report.

Mayor Marchand opened the public comment period.

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

ON THE MOTION OF VM KIICK, SECONDED BY CM BRANNING AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL APPOINTED CM CARLING AS THE DELEGATE, AS WELL AS APPROVED CM BARRIENTOS AND CM BRANNING AS ALTERNATES, TO REPRESENT THE CITY OF LIVERMORE AT THE 2023 LEAGUE OF CALIFORNIA CITIES ANNUAL BUSINESS MEETING.

7.3 Item continued from the June 26, 2023 City Council Meeting for further City Council deliberation. City Council Meeting Rule of Procedure 8.7.3. Discussion and recommended approval of the Airport Leasing and Development Policy.

Recommendation: The Airport Commission and staff recommended the City Council adopt a resolution approving the new Airport Leasing and Development Policy.

Airport Manager Michael Musca presented the staff report.

ON THE MOTION OF CM CARLING, SECONDED BY CM BARRIENTOS AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL APPROVED THE MOTION TO RE-OPEN PUBLIC COMMENT.

Mayor Marchand opened the public comment period.

Jean King provided a comment.

Felicia Ziomek provided a comment.

Shirley Lewandoski provided a comment.

Donna Cabanne provided a comment.

Jon Krueger provided a comment.

Robyne Teslich provided a comment.

Doug Mann provided a comment.

Victoria Holt provided a comment.

Mark provided a comment.

Taris Keiper provided a comment.

Gia Keiper provided a comment.

Markus Keiper provided a comment.

Pete Sandhu provided a comment.

Sachin Sandhu provided a comment.

Sareena Sandhu provided a comment.

Ron Baskett provided a comment.

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

CM BRANNING REQUESTED STAFF PROVIDE AN UPDATE REGARDING WHAT THE CITY IS DOING ABOUT ELIMINATING PFAS, NOISE REDUCTION, AND LEADED FUEL ELIMINATION.

THE MOTION OF CM BARRIENTOS TO CONTINUE THIS DISCUSSION TO A FUTURE MEETING DIED FOR LACK OF A SECOND.

ON THE MOTION OF CM BRANNING, SECONDED BY VM KIICK AND CARRIED ON A 4-1 VOTE, WITH CM BARRIENTOS VOTING AGAINST, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION WITH CM CARLING'S AMENDMENTS AND THE ABILTITY OF THE CITY MANAGER TO APPROVE NON-SUBSTANTIVE CHANGES:

Resolution 2023-132 to approve the Airport Leasing and Development Policy.

ON THE MOTION OF MAYOR MARCHAND, SECONDED BY CM BARRIENTOS AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL APPROVED THE MOTION TO REQUEST THE CITY ATTORNEY'S OFFICE TO RESEARCH TOOLS THAT WOULD ENSURE COMPLIANCE WITH AIRPORT OPERATIONS.

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

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

Livermore-Pleasanton Fire Department Graduation CM Barrientos noted his attendance at the event on June 29, 2023.

Teen Academy Graduation All Council Members noted their attendance at the event on July 10, 2023.

Stop-Waste Board Meeting CM Carling noted his attendance on June 28, 2023, and was elected President of the board.

Fourth of July Fireworks Event Mayor Marchand and CM Carling noted their attendance on July 4, 2023.

LAVTA Board Meeting VM Kiick noted her attendance on July 10, 2023.

Silent Sky by SPARC VM Kiick noted her attendance on July 10, 2023.

Sound Sensation – Science in the Park (Quest Science Center) VM Kiick noted her attendance on July 10, 2023.

Reducing Graffiti Report CM Branning requested staff create a report on what the City is doing to reduce graffiti and encourage enforcement.

Sign dedication with the Livermore-Amador Garden Club for the Hansen Rose Garden Mayor Marchand noted his attendance at the event on June 29, 2023.

Groundbreaking for the Program for All-Inclusive Care for the Elderly (PACE) Mayor Marchand and CM Branning noted their attendance**.**

State Senator Steve Glazer Open House Mayor Marchand noted his attendance

at the event on July 4, 2023.

Mayor Marchand requested to set up the formation of two subcommittees; Advisory Body Review Subcommittee and City Manager and City Attorney Evaluation and Contract Negotiation Subcommittee.

ON THE MOTION OF MAYOR MARCHAND, SECONDED BY CM CARLING AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL APPROVED THE MOTION TO FORM AN ADVISORY BODY REVIEW SUBCOMMITTEE WITH CM BRANNING AND VM KIICK AS MEMBERS.

ON THE MOTION OF MAYOR MARCHAND, SECONDED BY CM BRANNING AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL APPROVED THE MOTION TO FORM A CITY MANAGER AND CITY ATTORNEY EVALUATION AND CONTRACT NEGOTIATION SUBCOMMITTEE. WITH MAYOR MARCHAND AND VM KIICK AS MEMBERS

9. ADJOURNMENT – at 9:43 pm to a Special City Council meeting on Monday, July 17, 2023, and a Regular City Council meeting on Monday, July 24, 2023 at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue and virtually using Zoom.

APPROVED: _____
JOHN P. MARCHAND, MAYOR

ATTEST: _____
MARIE WEBER, CITY CLERK

MINUTES

LIVERMORE
CALIFORNIA

CITY COUNCIL
July 17, 2023

CITY COUNCIL-PLANNING COMMISION JOINT MEETING

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

2.
ROLL CALL – Present: Mayor John Marchand, Vice Mayor Brittni Kiick and Council Members Ben Barrientos, Evan Branning and Robert W. Carling. Chair Daniel Leary, Vice Chair Jacob M. Anderson, Commissioners Steve Dunbar, Yolanda Fintschenko and Tracy Kronzak.

3. SPECIAL MEETING ITEM

3.1 Review local land use authority and Citywide Strategic Plan; discuss the respective roles and responsibilities of the City Council and Planning Commission.

City Manager Marianna Marysheva, City Attorney Jason Alcala, Senior Assistant City Attorney Kim Cilley, Senior Planner Jake Potter, and Community Development Director Paul Spence jointly presented the item.

Mayor Marchand opened the public comment period.

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

THE CITY COUNCIL AND PLANNING COMMISSION RECEIVED THE PRESENTATION.

9. ADJOURNMENT – at 6:59 pm to a Regular City Council Meeting on Monday, July 24, 2023 at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue and virtually using Zoom.

APPROVED: _____
JOHN P. MARCHAND, MAYOR

ATTEST: _____
MARIE WEBER, CITY CLERK

MINUTES

LIVERMORE
CALIFORNIA

CITY COUNCIL
JULY 24, 2023

CLOSED SESSION

CALL TO ORDER – The Closed Session of the City Council was called to order by Mayor John Marchand at 6:30 pm, held in person at 1016 S. Livermore Avenue and remotely using Zoom and YouTube.

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

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

Mayor Marchand opened the public comment period.

There were no speakers and the hearing was closed.

1. ADJOURN TO CLOSED SESSION

1.1 Public Employee Performance Evaluation. City Attorney Goal Setting for 2023-2024 Review, pursuant to Government Code section 54957.

REGULAR MEETING

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

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

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

City Attorney Jason Alcala said there was no reportable action.

Mayor Marchand held a moment of silence in memory of Mitchel Katz.

3. PROCLAMATIONS AND PRESENTATIONS – NONE

4. OPEN FORUM

Mayor Marchand opened the public comment period.

David Mc Guigan provided a comment.

Greg Scott provided a comment.

Alexander Pepper provided a comment.

Mike Godfrey provided a comment.

Mike Blau provided a comment.

Carol Silva provided a comment.

Jai Kollu provided a comment.

Donna Cabanne provided a comment.

Item 5.9 - Acacia Tripplett provided a comment.

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

5. CONSENT CALENDAR

Items 5.5 was removed from the Consent Calendar for separate discussion and action.

Council Member Barrientos suggested that item 5.3 go on a future election ballot to be voted on by residents.

Mayor Marchand opened the public comment period.

Item 5.3 Greg Scott provided a comment.
Item 5.2 Pat O'Brien provided a comment.
Item 5.3 Carol Silva provided a comment.
Item 5.3 Doug Mann provided a comment.
Item 5.3 Donna Cabanne provided a comment.
Item 5.3 Karl Wente provided a comment.
Item 5.3 Johnna Thompson provided a comment.
Item 5.3 Michael Ferrucci provided a comment.

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

ON THE MOTION OF VICE MAYOR KIICK, SECONDED BY COUNCIL MEMBER CARLING AND CARRIED ON A 4-1 VOTE WITH COUNCIL MEMBER BARRIENTOS VOTING AGAINST, THE CITY COUNCIL APPROVED THE CONSENT CALENDAR WITH THE EXCEPTION OF ITEM 5.5.

ON THE MOTION OF VICE MAYOR KIICK, SECONDED BY COUNCIL MEMBER BRANNING, AND CARRIED ON A 4-0 VOTE WITH MAYOR MARCHAND RECUSING HIMSELF, THE CITY COUNCIL APPROVED CONSENT CALENDAR ITEM 5.5.

5.1 Resolution 2023-134 authorizing supplemental appropriations of FEMA Storm Reimbursement (Fund 222) and delegation of authority to the City Manager to award construction contracts, in an amount not-to-exceed $2,800,000, for the 2023 Storm Damage Debris Removal Project S202300A and 2023 Storm Damage Permanent Repair Project S202300P.

Recommendation: Staff recommended the City Council adopt a resolution:

1. Authorizing supplemental appropriations of FEMA Storm Reimbursement (Fund 222) in the amount of $1,700,000 to FY 2023-24 and $1,125,000 to FY 2024-25 for the 2023 Storm Damage Debris Removal Project S202300A;
2. Delegating authority to the City Manager to award construction contracts in a total amount not-to-exceed $2,800,000 for the 2023 Storm Damage Debris Removal Project S202300A and the 2023 Storm Damage Permanent Repair Project S202300P in substantially similar form to the draft contracts in Exhibit A and Exhibit B of the Resolution subject to the City Attorney approval to form of the final construction contracts and Risk Management approval of insurance; execute any change orders or amendments which do not exceed the not-to-exceed amount; reject all other bids, and take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including approving minor changes to the proposed agreement.

5.2 Resolution 2023-135 authorizing appropriations of $300,000 in HOME investment partnership program funds for a loan to Tri-Valley REACH, Inc., and authorizing execution of an affordable housing loan agreement, affordable housing regulatory agreement and all related documents between the City of Livermore and Tri-Valley REACH, Inc. for the acquisition of 772 Camden Common.

Recommendation: Staff recommended the City Council adopt a resolution:

1. Authorizing and appropriating $300,000 in HOME Investment Partnership Program (HOME) funds (fund 671) for a loan to Tri-Valley REACH, Inc. to assist with the acquisition of 772 Camden Common;
2. Authorizing the City Manager to approve and execute the Affordable Housing Loan Agreement attached in substantial form as Exhibit A to the

Resolution and the Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants attached in substantial form as Exhibit B to the Resolution, between the City of Livermore and Tri-Valley REACH, Inc. for 772 Camden Common, subject to final form approval by the City Attorney; and,

3. Authorizing the City Manager to execute related documents authorized and described in the loan agreements and necessary to appropriate and expend the HOME funds.

5.3 Resolution 2023-136 authorizing appropriations of $307,697 from Business License Tax settlement funds and execution of an 18-month agreement with Rincon Consultants, Inc. to prepare an Environmental Impact Report for the East of Greenville Study Area in an in an amount not-to- exceed $307,697.

Recommendation: Staff recommended the City Council adopt a resolution:

1. Appropriating $307,697 from Business License Tax settlement funds to cover the contract cost
2. Authorizing the City Manager to execute an agreement with Rincon Consultants, Inc. (Rincon) to prepare an Environmental Impact Report for the East of Greenville Study Area, over an 18-month term, in an in an amount not-to-exceed $307,697 in substantially similar form to the draft contract in Exhibit A of the Resolution subject to the City Attorney approval to form of the final construction contract and acceptance of insurance by the Risk Manager.

5.4 Resolution 2023-137 awarding and authorizing execution of an agreement for a duration not to exceed 180 working days with Terocons Inc. in an amount not-to-exceed $760,407, for the construction of the Crosswalk Improvement Project, No. 2022-06/2021-35.

Recommendation: Staff recommended the City Council adopt a resolution authorizing the City Manager to execute a construction contract with Terocons Inc. in an amount not-to-exceed $760,407, for a contract duration not to exceed 180 working days, for construction of the Crosswalk Improvement Project, No. 2022-06/2021-35 in substantially similar form to the draft contract in Exhibit A of the Resolution subject to the City Attorney approval to form of the final construction contract and acceptance of insurance by the Risk Manager.

5.5 Resolution 2023-153 awarding and authorizing execution of an agreement for a duration not-to-exceed 70 working days, in an amount not-to-exceed $365,670, with Gradetech Inc. for repairing 0.8 centerline miles of three trails and constructing a new bypass segment at Robertson Park, Project 2018-20

Recommendation: Staff recommended the City Council adopt a resolution:

1. Awarding a construction contract to Gradetech Inc., in an amount not-to-exceed
$365,670, for construction of the Multi-Use Trail Repairs - 2020 Project 2018-20,

and authorizing the City Manager to sign the agreement as Exhibit A to the resolution; and

2. Rejecting all other bids or proposals; and

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

5.6 Resolution 2023-138 authorizing execution of a two-year agreement with Interwest Consulting Group to provide planning technical services in an amount not-to-exceed $326,400.

Recommendation: Staff recommended the City Council adopt a resolution authorizing the City Manager to execute an agreement with Interwest Consulting Group to provide planning technical services for the period of July 24, 2023, through July 24, 2025, in an amount not-to-exceed $326,400.

5.7 Resolution 2023-139 authorizing execution of a five-year license agreement with Trilateral LLC to allow the public to park in the parking lot of the former Bank of the West building at 2287 Second Street.

Recommendation: Staff recommended the City Council adopt a resolution authorizing the City Manager to execute a license agreement with Trilateral LLC to allow the public to park in the parking lot of the former Bank of the West building located at 2287 Second Street.

5.8 Resolution 2023-140 authorizing the City Manager to execute the second amendment to the standard services agreement with the County of Alameda accepting grant funding for Horizons Family Counseling, for the term of July 1, 2023 to December 31, 2023, in the total amount not-to- exceed $310,000.

Recommendation: Staff recommended the City Council adopt a resolution authorizing the City Manager to execute the Second Amendment to the Standard Services Agreement with the County of Alameda accepting grant funding for Horizons Family Counseling for the term of July 1, 2023 to December 31, 2023, in the total amount not-to-exceed $310,000.

5.9 Resolution 2023-141 authorizing an agreement with the Livermore Valley Joint Unified School District (LVJUSD) for Horizons Family Counseling to provide mental health related services to LVJUSD students, for the term of November 15, 2022 through June 30, 2024, with a total amount not-to-exceed $240,000.

Recommendation: Staff recommended the City Council adopt a resolution authorizing the City Manager to execute an agreement with the Livermore Valley Joint Unified School District (LVJUSD) for Horizons Family Counseling to provide mental health related services to LVJUSD students, for the term of November 15, 2022 through June 30, 2024, with a total amount not-to-exceed $240,000.

5.10 Resolution 2023-142 approving a new master property agreement with the Livermore Area Recreation and Park District for joint use properties and facilities.

Recommendation: Staff recommended the City Council adopt a resolution approving a new master property agreement with the Livermore Area Recreation and Park District for joint use properties and facilities and authorizing the City Manager to sign the agreement.

5.11 Resolution 2023-143 authorizing the execution of a subordination agreement with Housing Trust Silicon

Valley (HTSV) that will allow the City's Deed of Trust recorded on property to take a lower lien position than new first mortgage financing to be provided by HTSV, for the Owl's Landing Apartments property located at 842 Herman Way.

Recommendation: Staff recommended the City Council adopt a resolution authorizing the City Manager to execute a Subordination Agreement with Housing Trust Silicon Valley, in substantially the same form as the one attached to this resolution as Exhibit A, subject to the City Attorney's review and approval as to form and subject to the Risk Manager's review and approval as to insurance, to subordinate the City's Deed of Trust recorded on the Owl's Landing Apartments property located at 842 Herman Avenue.

5.12 Resolution 2023-144 authorizing execution of a one-year agreement with Tri-Valley Community Television for local cable programming services for Fiscal Year 2023-24 in an amount not-to- exceed $184,705.

Recommendation: Staff recommended the City Council adopt a resolution authorizing the execution of an agreement with Tri-Valley Community Television, in substantially the same form as the one attached to this resolution as Exhibit A, subject to the City Attorney's review and approval as to form and subject to the Risk Manager's review and approval as to insurance, for local cable programming services for Fiscal Year 2023-24 in an amount not-to-exceed $184,705.

5.13 Resolution 2023-145 authorizing the acceptance for permanent maintenance and release of the security bonds, and execution of a Notice of Completion for the Police Facility Expansion Phase 1, Council Chambers Demolition, Project 2000-28.

Recommendation: Staff recommended the City Council adopt a resolution authorizing the acceptance for permanent maintenance and release of the security bonds for the Police Facility Expansion Phase 1, Council Chambers Demolition, Project 2000-28 and authorize the City Manager to sign the Notice of Completion, a copy of which is attached as Exhibit A to the resolution.

5.14 Resolution 2023-146 authorizing the acceptance for permanent maintenance and release of the security bonds for the public streetscape

improvements on the south side of First Street between L Street and M Street constructed as part of First Street South Side Improvements - Downtown Streetscape Phase II Project 200827.

Recommendation: Staff recommended the City Council adopt a resolution authorizing the acceptance for permanent maintenance and release of the security bonds for the public streetscape improvements on the south side of First Street between L Street and M Street constructed as part of First Street South Side Improvements - Downtown Streetscape Phase II Project 200827.

5.15 Resolution 2023-147 authorizing the acceptance for permanent maintenance, release of the security bonds and execution of a Notice of Completion for the Real Time Awareness Center, Project 2019-58.

Recommendation: Staff recommended the City Council adopt a resolution authorizing the acceptance for permanent maintenance and release of the security bonds for the Real Time Awareness Center Project 2019-58 and authorizing the City Manager to sign the Notice of Completion, a copy of which is attached as Exhibit A to the resolution.

5.16 Resolution 2023-148 to summarily vacate a public right-of-way, known as Lot 6 of Parcel Map 6986, and retain the rights of the existing public utility easement within Lot 6, located at Las Positas Road and Bennett Drive.

Recommendation: Staff recommended the City Council adopt a resolution to summarily vacate a right-of-way known as Lot 6 of Parcel Map 6986 but retain the rights of the existing public utility easement within Lot 6 and authorize the City Manager to quitclaim Lot 6 (right-of-way) to TH Arroyo Vista LLC, a California Limited Liability Company.

5.17 Resolution 2023-149 establishing the Appropriations Limitation consistent with State law for FY 2023-24.

Recommendation: Staff recommended the City Council re-adopt a resolution establishing the Appropriations Limit for FY 2023-24.

5.18 Resolution 2023-150 of continued local emergency.

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

5.19 Resolution 2023-151 authorizing execution of a two-year agreement with Independent Code Consultants Incorporated to provide planning assistant services in an amount not-to-exceed $208,000.

Recommendation: Staff recommended the City Council adopt a resolution

authorizing execution of an agreement with Independent Code Consultants Incorporated to provide planning assistant services for a term of two-years in an amount not-to-exceed $208,000.

5.20 Resolution 2023-152 amending the City of Livermore Salary Plan dated July 3, 2023, reclassifying the City's Cybersecurity Manager position to an IT Operations Manager position and rescinding Resolution 2022-049 that created the City's Cybersecurity Policy to allow staff to convert it to an Administrative Regulation.

Recommendation: Staff recommended adopting a resolution amending the City of Livermore Salary Plan dated July 3, 2023, reclassifying the City's Cybersecurity Manager position to an IT Operations Manager position and rescinding Resolution 2022-049 that created the City's Cybersecurity Policy to allow staff to convert it to an Administrative Regulation.

6. PUBLIC HEARINGS – NONE.

7. MATTERS FOR CONSIDERATION – NONE.

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

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

Grocery Outlet CM Barrientos noted his attendance at the ribbon cutting on July 18, 2023.

East Bay Community Choice Energy CM Barrientos noted his attendance at the board meeting on July 19, 2023.

Comic Con CM Barrientos and VM Kiick noted their attendance at the event on July 22, 2023

Livermore Chamber of Commerce CM Branning noted his attendance at the mixer on July 19, 2023.

Sheet Metal Workers Union CM Branning noted his visit and tour of the facility.

Tri-Valley Non-Profit Alliance CM Branning noted his attendance at the event on July 24, 2023.

Sparc Theatre Council Member Carling and VM Kiick noted their attendance at

the performance of Much Ado About Nothing.

Accessory Dwelling Units (ADU) the City Council requested staff provide a memo with more information on whether ADU's are allowed to be used as Airbnb's.

9. ADJOURNMENT – at 8:27 pm in memory of Charles Crohare Sr. to a Regular City Council Meeting on Monday, August 14, 2023 at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue and virtually using Zoom.

APPROVED: _____
JOHN P. MARCHAND, MAYOR

ATTEST: _____
MARIE WEBER, CITY CLERK

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT ITEM NO. 5.2

DATE: September 11, 2023

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution authorizing execution of an agreement with AMS.NET for the purchase of a replacement core information technology infrastructure switch in an amount not-to-exceed $200,000.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing execution of an agreement with AMS.NET for the purchase of a Cisco Catalyst 9400 Series Chassis Bundle to replace the City's core information technology infrastructure switch in an amount not-to-exceed $200,000.

SUMMARY

The City's core switch is over 10 years old and running over its designed capacity. City staff will migrate to the latest generation of the same platform to eliminate any risk and stabilize the City's information technology infrastructure. The total cost for this project is not-to-exceed $200,000 including all installation services and a 10% contingency.

DISCUSSION

The City's core switch is over 10 years old and has begun to fail, resulting in several incidents of citywide network slowdowns. A core switch is a high-capacity switch positioned within the physical core of a network. Core switches serve as the gateway to the Internet and all network services. The City's core switch is over 100% of its capacity. Due to the hardware age, staff cannot procure replacement modules to upgrade the existing hardware and ongoing support costs have increased due to the difficulty in finding replacement parts.

Staff will install and migrate all computer connections to the newest generation of the manufacturer's platform. This will add significant capacity and stability to the infrastructure and lower ongoing support costs. Staff selected AMS.NET to provide the hardware through the National Association of State Procurement Officials (NASPO) agreement.

The NASPO agreement is a competitively bid contract that meets the City's purchasing guidelines. The total cost for this project is not-to-exceed $200,000. This price includes the hardware and all necessary support to replace the City's core switch with the newest generation of the same hardware and a 10% contingency.

The City's current core switch is based on a previous generation of the Cisco platform. By upgrading to the latest generation of hardware, the City maximizes its existing investment in training and development resources while implementing the newest and most advanced capabilities. AMS.NET is a direct reseller of Cisco infrastructure hardware. The City engages with resellers who commit to using the City's preferred purchasing contracts, such as the NASPO agreement. In this case, the vendor provides pricing per the published NASPO state contract (7-20-70-47-01) price schedule already accepted by the City's purchasing policy. Therefore, staff recommends purchasing the Cisco Catalyst 9400 Series Chassis Bundle from AMS.NET.

FISCAL AND ADMINISTRATIVE IMPACT

The not-to-exceed amount to purchase the City's new core infrastructure switch is $200,000. This purchase includes the core chassis, all necessary components and cables, installation support services and a 5-year warranty coverage. All costs associated with the proposed acquisition will be covered by the Information Technology Division's budget. Additionally, the price includes a 10% contingency to allow for the implementation of additional services or options that are identified during the implementation phase of the project.

After the initial 5-year warranty period, the warranty costs will be $35,000 per year which will be funded by the Information Technology Division's budget. The equipment has a life span of 5-7 years.

COMMUNITY PILLAR

5: A City That Works

GOAL

11: Modernize key business systems and processes to increase efficiency and improve transparency

ATTACHMENTS

1. Resolution
2. Exhibit A - Agreement

Prepared by: Steve Rodriguez
Assistant Administrative Services
Director

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH AMS.NET FOR THE PURCHASE OF A REPLACEMENT CORE INFRASTRUTURE SWITCH IN AN AMOUNT NOT-TO-EXCEED $200,000

The City of Livermore's ("City") core switch is over 10 years old and has begun to fail, resulting in several incidents of citywide slowdowns. City staff will install and migrate all computer connections to the newest generation of the manufacturer's platform. This will add significant capacity and stability to the infrastructure and lower the costs of ongoing support.

The City has selected AMS.Net to provide the hardware through the National Association of State Procurement Officials (NASPO) statewide agreement.

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

1. Authorizes the City Manager to execute a general services agreement with AMS.Net, attached hereto as Exhibit A, in an amount not-to-exceed $200,000.

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

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 11, 2023, by the following vote:

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

ATTEST:

_____
Marie Weber
Deputy City Manager/City Clerk

APPROVED AS TO FORM:

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

Exhibit A – Agreement with AMS.Net and City of Livermore

RESOLUTION NO. _____

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EXHIBIT A

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this day of , 2023, by and between the City of Livermore ("City"), a municipal corporation, and AMS.NET. ("Contractor"), a Delaware corporation..

RECITALS

City requires services to purchase and replace the existing switch with a Cisco Catalyst 9400 Series at City Hall.

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

AGREEMENT

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

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

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

3. Description of Services. Contractor shall provide services to purchase and replace the existing switch with a Cisco Catalyst 9400 Series at City Hall as more particularly set forth in Exhibit "A" (collectively "the Services").

4. Contractor's Responsibilities. Contractor shall:

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

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

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

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

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

(f) Coordinate the Services with Steve Rodriguez, Assistant Administrative Services Director ("Project Manager"), or such other person designated as the Project Manager by City;

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

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

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

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

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

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

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

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5. Compensation and Payment.

(a) The total compensation payable by City to Contractor for the Services **SHALL NOT EXCEED** the sum of $200,000 ("not-to-exceed amount"). City shall compensate Contractor for the Services rendered at the hourly rates or task amounts set forth in Exhibit "A" up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates or task amounts are intended to be Contractor's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, travel expenses, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Contractor, its agents, and employees to provide the Services.

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

6. Term. The term of this Agreement commences on Septemeber 11, 2023, and terminates upon the completion of the Services or December 31, 2028, whichever occurs first.

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

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

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

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

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11. Defense, Indemnity, and Hold Harmless. To the fullest extent permitted by law, Consultant shall hold harmless, indemnify, and defend with counsel selected by the City or otherwise acceptable to the City, the City and its elected and appointed officials, officers, directors, employees, agents and designated volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services contemplated by this Agreement, or in connection with Consultant's failure to comply with any of its obligations contained in this Agreement, except for such Liability caused by the sole active negligence or willful misconduct of City. Consultant's obligations to hold harmless, indemnify, and defend shall not be excused because of Consultant's inability to evaluate Liability or because Consultant evaluates Liability and determines that Consultant is not liable to the claimant. These obligations are independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement. Consultant must respond within 30 days to the tender of any claim for defense and indemnity by the City.

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

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

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

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

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

15. Conflict of Interest. Contractor represents that no City employee or official has a financial interest in Contractor. Contractor shall not offer, encourage, or accept any financial interest in any part of Contractor's business by or from a City employee or official

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during the term of this Agreement or as a result of being awarded this Agreement. If any of the Services are paid by reimbursement from an agreement between City and a private party, Contractor represents that it has not performed any work for that private party during the 12-month period prior to the execution of this Agreement, and that it shall not negotiate, offer or accept any contract for services from that party during the term of this Agreement.

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

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

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

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

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

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

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

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TO CITY: Attention: Steve Rodriguez, Assistant ASD
City of Livermore
1052 S Livermore Avenue
Livermore, California 94550

TO CONTRACTOR: Attention: Diana Monaghan, Vice President
AMS.NET
502 Commerce Way
Livermore, CA 94551

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

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

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

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

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

****

Signatures and Attachment List on the Next Page

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

CONTRACTOR: **Dated:**

DocuSigned by:
Diana Monaghan
3232F6663BAC45D...

8/1/2023 | 1:22 PM PDT

By: Diana Monaghan
Title: Vice President

CITY OF LIVERMORE: **Dated:**

Marianna Marysheva
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Jara Mazzanti
245F8B35E34C457...

Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
49B639AA873E4CA...

Risk Manager/Analyst

Attachments:

Exhibit A – Scope of Work
Exhibit B – Insurance Requirements

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EXHIBIT A

AMS.NET
Technology Solution Provider

Solution Overview

Prepared for

City of Livermore

June 8th, 2023

Prepared by

Jeff Hoffman

Solutions Architect
jhoffman@ams.net

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EXHIBIT A

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AMS.NET Project Approach

AMS.NET Project Methodology and Approach

AMS.NET's project approach is based on the Project Management Institute's PMBOK and its foundational standards. Your AMS.NET project team will collaborate with your technical team to:

- Identify project requirements.
- Define project roles and expectations.
- Proactively plan, document and coordinate project activities
- Execute the agreed upon deliverables in line with the scope of work.
- Verify appropriate acceptance testing is performed and documented.
- Provide relevant status updates via regular meetings and meetings minutes.
- Deliver thorough final documentation of your equipment and its configuration (as applicable)

The project phases and activities listed below provide an outline for your implementation; these phases will be planned in greater detail by your project manager as a part of the design and planning phase. Adherence to the defined project plan will ensure timely completion.

Project Phases and Life Cycle				
Discovery & Preparation	**Design & Planning**	**Implementation**	**Project Closeout**	**Support & Maintenance**
Kick-Off Meeting Identify Project Goals and Requirements Perform Physical and Virtual Information Gathering Activities	Technical Planning and Design Approval Meetings Project Plan and Timeline Presentation Prep, Configuration, Pre-Installation Testing of Equipment Pre-Installation Meeting	Project Installation as Defined in Project Plan Post-Installation Acceptance Testing Enhanced* or Standard Post-Cutover Support System Administrator Training* End User Training *If purchased	Physical/Virtual Site Walk Punch List Completion Final Documentation Submission Project Completion Statement Sign Off *If purchased	30-Day Workmanship Warranty Flex and Premium Flex Contract Support* Managed Services* *If purchased

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General Customer Responsibilities and Project Assumptions

Outlined below are general customer responsibilities and project assumptions to ensure the project runs smoothly and efficiently.

General Customer Responsibilities

Delivery of services and the project success is dependent on collaboration between project team members. Accurate and complete information from the customer project team will directly affect the success and quality of the project cycle. In addition to any activities identified in the Statement of Work, customer's responsibilities include:

- The customer will assign a primary contact that will be responsible for helping AMS.NET to identify information owners and will assist with obtaining timely responses to requests for data and information.
- Provide AMS.NET with necessary facilities access which may include building keys, passes, alarm codes and parking access.
- Customers will provide an adequate workspace and Internet access while the AMS.NET team is onsite.
- If facilities are unavailable during the day, reasonable access to perform work after hours and on weekends must be provided. In all events a minimum of 9 hours of access must be provided each day.
- If project scope includes additional vendors, customer must make introductions and access must be available to vendor primary contacts.
- An Equipment Delivery Letter for stored goods and materials must be signed and returned at the start of the project.
- The customer is responsible for the removal and disposal of E-Waste, trash, etc.
- Customer must notify AMS.NET of any hazardous materials which may be present in the work area.

UPS Environmental and Physical Logistics Customer Requirements

UPS Design was based on assumptions that adequate Rack specifications and power requirements where available, during project planning the following will be assessed, if any of these variables are not met by the customer, a change order will be provided to rectify any deficiencies and/or lost labor. UPS ordering will be held until this inspection can be performed.

There are several areas which will need to be verified and addressed pre-installation including:

- **Rack Depth**
  In the event UPS depth exceeds rack depth, the customer will be provided with options to swap the UPS or rack.
- **Rack Space Requirements**
  In the event rack space is not available in identified location, the customer will be provided with options to swap the UPS or rack.

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- **UPS Weight**
  AMS.NET is not responsible for customer provided rack locations, if AMS.NET deems the installation or quality of the rack will not support the weight of the UPS customer will be notified. AMS.NET is not responsible for any damage in the event the rack was improperly anchored.
- **Power Requirements**
  Customer is responsible for providing adequate power at the installation location. AMS.NET will provide power requirements based on UPS purchased.

Project Assumptions

With more than 25 years of expertise and a proven project methodology, we have outlined project assumptions that allow AMS.NET to complete this engagement in an efficient and timely manner. The assumptions listed below set forth the expectations of the working relationship between the City of Livermore and AMS.NET. Project Assumptions include:

- In line with green practices and efficiency, AMS.NET project managers will conduct meetings via web conferencing tools and engineers will remote into networks when possible. Customer must provide VPN access to networks.
- Based on our experience, best practices, and project scope, AMS.NET will determine and assign the proper engineering resources.
- A mutually agreed upon meeting cadence will be set to ensure that the expectations of the engagement are met.
- We rely on the accuracy of instructions, authorizations, approvals, and other information provided by key stakeholders.
- City of Livermore project stakeholders will provide necessary documentation and support for any legacy system integrations required during the installation and implementation of the project. AMS.NET resources will do their best to gather as much of this information during the discovery phase to ensure successful legacy integration where possible.
- There will be an agreed upon time period after final documentation signoff and prior to installation when changes will not be accepted. Adequate time for programming and cutover preparation is needed to ensure the accuracy of project implementation.

Premium Flex Time Guidelines and Limitations

If City of Livermore was quoted Premium Flex Time plans, please see below for the applicable guidelines and limitations. Premium Flex Time hours are indicated by the prefix AMS-MS-FLEX-PRE on your Quotation and are quoted in pre-paid blocks of hours. Premium Flex Guidelines and Limitations include:

- Flex Time plans do not expire and are available until the hours and funds are fully utilized. New or additional purchases of Flex Time plans will be subjected to the new discount rates, guidelines, and limitations.
- Flex Time Plans are for technical services and professional consultation only and cannot be used for materials.
- Flex Time Plans are required to be paid upfront before the service is performed. Flex Time Plans are a retainer-based engagement.

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- Technical services hours are deducted as the technical service is performed. On-site technical support consists of travel time both ways and a minimum of one-hour on-site then deducted in 30-minute increments. Remote technical support is deducted in 30-minute increments. Please note that any scheduled engagement cancellations not arising from AMS.NET will incur a 1-hour minimum charge as well as any travel time expended.
- Business hours are Monday through Friday 8am to 5pm excluding company reserved holidays. Pre-scheduled after-business hour technical support is available Monday through Friday and Saturday from 5pm to 12am and requires a 24x7 Flex Time plan. Emergency after hours support requires a 24x7 Flex Time plan.

Standard AMS.NET Invoicing Procedures

Materials, Equipment, Hardware

All cabling and engineering material, equipment, and hardware are invoiced and billed upon receipt at any one of our AMS.NET warehouses. Per our standard EDL, “We will have the equipment delivered directly to AMS.NET and stored in our warehouse for your convenience until you are ready for installation. Per request, AMS will provide a report of proof of delivery to AMS.NET and serial number documentation. AMS.NET will at time of delivery to our warehouse, submit invoices reflecting the hardware portion of the project and you can at that time release payment for the full amount of the hardware within 30 days of receipt.”

Premium Flex Time (pFlex)

pFlex is invoiced in full upon the start of the project. pFlex hours are utilized on progress/time and materials bases as we move through the project deliverables or as Service Requests are opened through our TAC department. Utilization reports can be requested at any time and may be shared with the customer within 48 hours of the request. All remaining pFlex time left at the end of an installation project is converted to TAC support hours upon project close out.

Standard Progress Labor Billing Definitions

AMS.NET executes progress billing for all non-pFlex engagements. AMS.NET will, at the time of completion of each progress phase, submit invoices reflecting the current phase of the project and you can at that time release payment for the full amount of the invoice within 30 days of receipt.

Switching, Wireless, UPS, Firewalls, Paging, Phones, IPVS

- 10% for Mobilization
- 25% for Technical Planning and Start of Design
- 50% for equipment prep/configuration
- 75% for Installation of equipment
- 95% for equipment cutover
- 100% upon completion of punch list and delivery of final documentation

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Data Center (Non pFLEX) Upgrades, Migrations, ISE, AMP, Umbrella, 365, Etc...

- 10% Mobilization
- 25% Discovery – 25%
- 50% Base Deployment, Activation, Start Migration of Servers
- Up to 95% Policy Configuration, Migration of Servers
- 100% upon completion of punch list and delivery of final documentation

Structured Cabling – Fiber, Copper, and Racks

- 10% mobilization
- 11-95% according to completion level of the line item
- 100% upon completion of punch list and delivery of final documentation/test results

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EXHIBIT A

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Overview

AMS.NET, through its Professional Services (PS) division, is pleased to provide the City of Livermore our Statement of Work (SOW) to assist in defining the solution design for City of Livermore - Core CH - Cisco CAT 9410R Core Switch Upgrade - 93128. AMS.NET's project management team looks forward to working with City of Livermore on this important engagement.

AMS.NET will conduct a discovery session with City of Livermore subject matter experts (SMEs) to gather and review the current infrastructure and systems management strategy. Agenda will be determined in advance working with City of Livermore's project manager to minimize the disturbance to City of Livermore's subject matter experts.

This Statement of Work (SOW) and any exhibits, appendices, schedules, and attachments to it is made pursuant to the Project No. 93128, the terms of which are incorporated herein by reference, by and between City of Livermore ("Customer," "you," "your", "City of Livermore") and AMS.NET, ("AMS," "us," "we," "our"), or our affiliate, and sets forth the services to be performed by us related to City of Livermore - Core CH - Cisco CAT 9410R Core Switch Upgrade - 93128 ("project").

This SOW, together with the quote, represents the complete baseline for scope, services, service deliverables and acceptance applicable to this project. Any terms not otherwise defined herein will assume the meanings set forth in the work order.

This SOW and the associated Quotes expire on date provided on quotes or 3 months after the date they were delivered unless they have been formally extended in writing by AMS.NET.

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Statement of Work

Executive Summary

The City of Livermore is looking to replace their existing End-of-Life (EOL) Cisco 4510 switch. This switch serves as the multi-service collapsed campus core. This scope covers a like for like replacement of services. No additional features or technology will be implemented as a part of this scope with the exceptions of higher capacities, faster throughput, and supportable hardware.

AMS.NET proposes to replace the existing switch with a Cisco Catalyst 9410. This switch will have redundant SUP2-XL supervisor cards. Qty 1 48 port SFP+ blade for 1/10G SFP form factor connectivity. Qty 2 48 port RJ45 UPoE MGig for 1-10G copper connectivity. Qty 5 48 port UPoE blades to support all remaining PoE and non-PoE devices and client access. This includes 5 years (60 Months) of hardware and software support with a 24x7x4 support contract for any part or feature of the switch, blade, power supply or supervisor module.

During the Discovery process, AMS.NET Engineers will evaluate and discuss with City of Livermore staff the existing configuration and where improvements or reductions in complexity may be beneficial for the City network.

During the Prepare phase of the project, when the agreed upon configuration is applied to the new switch, and testing begins, we will ask for a configuration freeze on the existing switch to avoid issues during cutover. Testing and Validation prior to implementation will be critical for a successful project.

During Cutover, the Data Center will be affected, any remote buildings, sub IDF’s, user desktops and phones, any WAN sites, and all Core Services will have to be tested and validated prior to a successful cutover completion.

AMS.NET has performed thousands of similar cutovers and your participation in this process will greatly improve our chances of a successful and uneventful cutover.

In many cases, we try to implement these kinds of changes in parallel to the existing devices to perform a pilot cutover and a slower traffic migration and test along the way, which in this scenario is not possible. That means that the roll back planning must be precise and allow for time to roll back in the event of any issues during cutover.

AMS.NET will design your solution based on the following key areas of importance in the deployment and configuration.

AMS.NET will work with the City of Livermore team to:

- **Design/Planning:** Using information gathered during the pre-sales process AMS.NET will review City of Livermore’s existing network configuration and layout, along with their business goals and objectives. AMS.NET will discuss configuration options based on customer goals in

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alignment with current industry best practices and the equipment that has been purchased. AMS.NET, along with City of Livermore, will design the optimal configuration of the purchased equipment.

- **Prepare:** AMS.NET certified engineers will prepare and stage equipment accordingly and bereadied for deployment based on City of Livermore accepted designs.

- **Deploy:** AMS.NET will deploy Core/Distribution Switches, Access Switches, and/or Data Center switches as per the design and planning steps. User Acceptance Testing will ensure business continuity and that predefined goals and objectives are met.

- **Support:** AMS.NET stands behind its workmanship and will, with the support of hardware manufacturers, warranty the installation and configuration for a period of 30 days following the in-service date of such equipment. Any product replacement will be the responsibility of the hardware manufacturer.

Design/Planning Phase:

Overview:

- AMS.NET will review the existing configurations and overall network layout/architecture with City of Livermore
- Review business objectives and goals
- Discuss desired features and industry best practices based on City of Livermore's business objectives and purchased equipment.
- AMS.NET will conduct a technical workshop with City of Livermore's designated technical team members.
- Plan installation and integration of new equipment procedures, site rollout order, and schedule.

Deliverables:

- A technical workshop that addresses goals and objects will be held to help guide the planning and deployment of the network solution. It will also serve as input for the acceptance testing that will occur during the deployment phase.
- A written deployment plan including procedures and schedules.
- A mutually agreed upon "freeze-date" where no further changes to existing equipment will be made and no changes to new equipment configuration will be made.

AMS.NET Responsibilities:

- AMS.NET will conduct a technical workshop with City of Livermore key personnel and other stakeholders as appropriate.
- Review existing network configurations to assist in further design/planning.

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- AMS.NET will summarize/outline key points and provide to the City of Livermore a technical outline for approval.
- Propose installation procedures, schedules and advise on required outage windows.
- Discuss impact on end-users and propose fallback plans.

City of Livermore Responsibilities:

- The City of Livermore will arrange to have key technical personnel and any other stakeholders available for the technical workshop.
- Designate specific team members as primary and secondary technical contacts to interface with AMS.NET engineers.
- City of Livermore to provide remote access into the network and existing equipment as needed by AMS.NET engineers for the purpose of evaluating existing configs and designing necessary configuration changes for integration of new equipment.
- Answer any additional questions regarding the existing layout or configuration. Provide access to any 3rd-party vendor technical resources if needed.
- City of Livermore approval of technical plan is required.
- Approve Install procedures, schedules, and outage windows.
- Alert end-users of work being done and potential service interruption

Exclusions:

- Redesigning of existing network architecture (including L3 routing, VLAN design, subnetting design, etc.) and addition of new/advanced features is not included.

Prep/Configuration Phase:

Overview:

- Creation of configuration templates and network layout diagram based on design review process.
- City of Livermore approval of configurations and proposed integration to existing network.
- AMS.NET in-house burn-in, upgrade, prepping and documentation of new equipment for delivery and installation at the City of Livermore’s site.

Deliverables:

- Configuration templates for new equipment
- IP addressing (management) for new equipment.
- Basic layout diagram of new equipment (will include existing equipment only where it connects/uplinks to new)
- Proposed configuration changes to existing equipment only where necessary to connect/integrate with new equipment.
- Physical/Environmental/Power requirements list

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AMS.NET Responsibilities:

- Develop configuration templates.
- Specify management IP addressing for new equipment.
- Diagram basic network layout illustrating connectivity and integration to existing equipment.
- Specify needed configuration changes for existing equipment.
- Receive equipment and stage at AMS.NET facilities.
- Burn-in, upgrade (as needed), and configure equipment. Label and tag equipment to City of Livermore specifications.
- Deploy templates on new equipment and configure specific settings for each device.
- Validate equipment for basic functionality.
- Fully document equipment (Serial number, hostname, IP Address, Customer Asset tag number, etc.)
- Provide physical/environmental/power requirements for all new equipment.

City of Livermore Responsibilities:

- Provide passwords/secret keys/SNMP strings and other info that is not readily available from existing config files.
- Approve of all configuration templates and proposed configuration changes as well as all proposed inter-connectivity between new and existing equipment.
- Provide asset tags and other labels as needed.
- Approve proposed firmware versions.
- Provide hostname/labeling requirements.
- Address physical/environmental/power requirements for all new equipment.

Exclusions:

- VLAN/Subnetting/Network architectural changes other than is necessary to inter-connect new equipment to existing equipment.
- Any new/advanced features not specifically outlined in an official bid specification.
- Address physical/environmental/power requirements for all new equipment.

Deployment Phase:

Overview:

- Equipment will be installed as per design.
- Interconnectivity to existing network equipment
- Tested per User Acceptance Testing
- Next business day cut coverage provided.

Deliverables:

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- Full Documentation of all new equipment (Serial numbers, asset tag number, IP Address hostname,
- As-built configuration files for all new equipment and all existing equipment that has been modified by AMS.NET.
- Completed installation and connectivity of all new equipment per original design requirements.
- Completed and signed User Acceptance Test

AMS.NET Responsibilities:

- Deliver pre-configured equipment to site(s)
- Install equipment in customer provided racks/cabinets.
- Route cables in customer provided cable management.
- Removal of old equipment being replaced.
- Maintain port layout/configuration and cable mapping to ensure restoration of full functionality.
- Perform the User Acceptance Test with customer.
- Remedy any items that do not pass the UAT.

City of Livermore Responsibilities:

- Provide delivery location and check-in procedures.
- Provide rack space to house new equipment.
- Ensure no changes are made to existing equipment that could affect integration with new equipment.
- Provide a reachability checklist to verify connectivity (will be incorporated into UAT testing)
- Provide needed access to site on cut day.
- Sign off on User Acceptance Test once completed.

Exclusions:

- Disposal/moving of old equipment from customer site.
- Repositioning of old equipment in racks unless necessary to accommodate new equipment.
- Re-dressing of existing cabling
- Changes required as a result of post-freeze date configuration on existing equipment.

Support Phase:

Overview:

- Warranty of installation workmanship
- Knowledge transfer to key technical personnel of newly installed equipment

Deliverables:

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- One technical knowledge transfer workshop for key technical personnel
- 30-day warranty for all workmanship commencing on the day following the installation/cutover.

AMS.NET Responsibilities:

- Schedule the Knowledge Transfer Workshop with City of Livermore's key technical personnel
- Respond to issues reported that are a result of the current installation work.
- AMS.NET will respond to issues and fix them in a timely manner.
- AMS.NET will troubleshoot issues until there is a clear determination that they are/are not a result of new installation work. If they are, AMS.NET will continue to work on them to full resolution.

City of Livermore Responsibilities:

- Work with AMS.NET to schedule a mutually agreeable time for the Knowledge Transfer Workshop
- Report issues that may be related to new installation.

Exclusions:

- Issues deemed unrelated to installation will not be covered under the warranty. AMS.NET will troubleshoot issues until there is a clear determination that they are/are not as a result of new installation work.

Other terms and exclusions:

- **Physical Cabling-** In the event any issues are identified with the physical cabling plant, the City of Livermore will be responsible for rectifying all issues before project completion.
- **Feature Compatibility-** Existing features no longer supported by the manufacturer will not be implemented in the new configuration. AMS.NET will document all unsupported features prior to configuration.
- **Legacy Equipment-** Reconfiguration of existing equipment except where it is deemed necessary to integrate with new equipment.
- **Advanced Features-** Multicast, VxLAN, custom QoS, or IPv6 configurations, Overlay Transport Virtualization (OTV) - Fiber Channel over Ethernet (FCoE) - Layer 2 Multi-Pathing (L2MP) - TRILL- Multiple (greater than one) data center- Data center interconnect- Multi-tenancy Firewall and load balancing design and/or integration.

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EXHIBIT A

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Customer Price Quote

Customer

City of Livermore
1052 S Livermore Ave
Livermore CA, 94550 US
ATTN: Henry Shih

Ship To

City of Livermore
1052 S Livermore Ave
Livermore, CA 94550
ATTN: Henry Shih

Quote Description

Cisco Catalyst 9400 Series Core Switch r2

Quote #	#Q-00071478
Project #	93128
Modified	6/8/2023
Account Mgr.	Dave Zieker
AM Phone	(925) 245-6160
AM Email	dzieker@ams.net
Inside Account Mgr.	Chris Gosset
IAM Phone	(925) 245-6159
IAM Email	cgosset@ams.net
Quote Exp.	7/7/2023

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Cisco Catalyst 9400 Series Chassis					
1	**C9410R-96U-BNDL-A** Catalyst 9400 Series Chassis, 10-Slot Bundle, Sup-1, 2 x 48-port 1gig UPoE	Cisco Systems Inc.	1.00	$17,955.63	$17,955.63
2	**CON-SNTP-C9410R9A** SNTC-24X7X4 Catalyst 9400 Series 10 slot,Sup, 2xC940 60 Month Terms	Cisco Systems Inc.	1.00	$16,556.00	$16,556.00
3	**C9400-NW-A** Cisco Catalyst 9400 Network Advantage License (b/c sup)	Cisco Systems Inc.	2.00	$0.00	$0.00
4	**C9400-PWR-BLANK** Cisco Catalyst 9400 Series Power Supply Blank Cover	Cisco Systems Inc.	4.00	$0.00	$0.00
5	**TE-C9K-SW** TE agent for IOSXE on C9K	Cisco Systems Inc.	1.00	$0.00	$0.00
6	**C9400-QSFP-CVR** Cisco Catalyst 9400 Series Power Supply Blank Cover	Cisco Systems Inc.	8.00	$0.00	$0.00
7	**S9400UK9-179** Cisco Catalyst 9400 XE 17.9 UNIVERSAL	Cisco Systems Inc.	1.00	$0.00	$0.00
8	**C9400-PWR-3200AC** Cisco Catalyst 9400 Series 3200W AC Power Supply	Cisco Systems Inc.	4.00	$1,399.59	$5,598.36

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9	**CAB-L620P-C19-US** NEMA L6-20 to IEC-C19 14ft US	Cisco Systems Inc.	4.00	$0.00	$0.00
10	**C9400-DNA-A** Cisco Catalyst 9400 DNA Advantage Term License	Cisco Systems Inc.	1.00	$0.00	$0.00
11	**C9400-DNA-A-5Y** Cisco Catalyst 9400 DNA Advantage 5 Year License	Cisco Systems Inc.	1.00	$12,161.95	$12,161.95
12	**PI-LFAS-T** Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	Cisco Systems Inc.	2.00	$0.00	$0.00
13	**PI-LFAS-AP-T-5Y** PI Dev Lic for Lifecycle & Assurance Term 5Y	Cisco Systems Inc.	2.00	$0.00	$0.00
14	**D-DNAS-EXT-S-T** Cisco DNA Spaces Extend Term License for Catalyst Switches	Cisco Systems Inc.	1.00	$0.00	$0.00
15	**D-DNAS-EXT-S-5Y** Cisco DNA Spaces Extend for Catalyst Switching - 5Year	Cisco Systems Inc.	1.00	$0.00	$0.00
16	**TE-EMBEDDED-T** Cisco ThousandEyes Enterprise Agent IBN Embedded	Cisco Systems Inc.	1.00	$0.00	$0.00
17	**TE-EMBEDDED-T-5Y** ThousandEyes - Enterprise Agents	Cisco Systems Inc.	1.00	$0.00	$0.00
18	**C9400X-SUP-2XL-B** Cisco Catalyst 9400 Series Supervisor-2XL Bundle Select Opti	Cisco Systems Inc.	1.00	$7,001.79	$7,001.79
19	**C9400X-SUP-2XL/2** Cisco Catalyst 9400 Series Red Supervisor 2XL Module	Cisco Systems Inc.	1.00	$16,831.24	$16,831.24
20	**C9400-SSD-240GB** Cisco Catalyst 9400 Series 240GB M2 SATA memory (Supervisor)	Cisco Systems Inc.	1.00	$1,399.59	$1,399.59
21	**C9400-LC-48U** Catalyst 9400 48-Port UPOE 48p 10/100/1000	Cisco Systems Inc.	1.00	$5,212.26	$5,212.26
22	**C9400X-SUP-2XL** Cisco Catalyst 9400 Series Supervisor 2XL Module	Cisco Systems Inc.	1.00	$0.00	$0.00
23	**C9400-SSD-240GB** Cisco Catalyst 9400 Series 240GB M2 SATA memory (Supervisor)	Cisco Systems Inc.	1.00	$1,399.59	$1,399.59
24	**C9400-LC-48HX-B** Catalyst 9400 Series 2xC9400-LC-48HX for Bundle Select	Cisco Systems Inc.	1.00	$7,286.25	$7,286.25
25	**C9400-LC-48U** Catalyst 9400 48-Port UPOE 48p 10/100/1000	Cisco Systems Inc.	1.00	$5,212.26	$5,212.26
26	**C9400-LC-48U** Catalyst 9400 48-Port UPOE 48p 10/100/1000	Cisco Systems Inc.	1.00	$5,212.26	$5,212.26

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27	**C9400-LC-48U** Catalyst 9400 48-Port UPOE 48p 10/100/1000	Cisco Systems Inc.	1.00	$5,212.26	$5,212.26
28	**C9400-LC-48XS** Cisco Catalyst 9400 Series 48-Port 10 Gigabit Ethernet(SFP+)	Cisco Systems Inc.	1.00	$26,813.40	$26,813.40
29	**C9400-LC-48U** Catalyst 9400 48-Port UPOE 48p 10/100/1000	Cisco Systems Inc.	1.00	$5,212.26	$5,212.26
30	**C9400-LC-48HX** 10GBASE-T, 5G/2.5G multigigabit, 1000M/100M	Cisco Systems Inc.	1.00	$0.00	$0.00
31	**C9400-LC-48HX** 10GBASE-T, 5G/2.5G multigigabit, 1000M/100M	Cisco Systems Inc.	1.00	$0.00	$0.00
32	**NETWORK-PNP-LIC** Network Plug-n-Play Connect for zero-touch device deployment	Cisco Systems Inc.	1.00	$0.00	$0.00

Labor

33	**AMS-NI-CCIE-FOC** Labor: Systems Engineer CCIE	AMS.NET	80.00	$250.00	$20,000.00
34	**AMS-NI-PM-FOC** Labor: Project Manager	AMS.NET	10.00	$200.00	$2,000.00

Shipping

35	**AMS-FREIGHT** Freight and Handling	None	1.00	$0.00	$0.00

Order Summary

Subtotal	$161,065.10
Adjustment	$0.00
Estimated Taxes	$11,310.62
Total	**$172,375.72**

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Terms and Conditions

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.

2. Payment terms are Net 30. An interest charge of 1.5% per month will be applied to all accounts past due, plus all costs of collection and reasonable attorneys fees. AMS.NET accepts all major credit cards. A convenience fee of 3.5% will be assessed. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.

3. Items sold by AMS.NET, Inc. and shipped to destinations in California are subject to sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time an invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.

4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.

5. All shipments are FOB Origin or Pre-paid and shipped to Dock. Any Special shipping requirements must be clearly stated on all PO's (i.e. inside delivery). If inside Delivery or Lift-gate is required it must be specified and additional fees will incur. Shipping charges that appear on this quote are an estimate, AMS.NET will invoice and the customer will pay the actual shipping charge when identified.

6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.

7. Returns will be accepted at AMS.NET discretion and are subject to manufacturer returns policies as well. For returns to be approved all merchandise must be in an unopened box and the customer agrees to pay a restocking fee of 15% of the purchase price. Returns must be made within 15 Days of receipt. All shipments must have a valid RMA number from AMS.NET before returning. For RMA requests please contact our Customer Service Department at (800) 893-3660 Ext. 6111. Email RMA requests should be directed to service@ams.net A copy of AMS.NET's full RMA policy is available for review online at www.ams.net/services/procurement-and-financing/

8. The laws of the State of California will apply to this sale.

9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.

10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

11. Cisco Cloud services purchased from AMS.NET requires customer to accept Cisco's Universal Cloud agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) you purchase from Cisco or an Approved Source and is between you and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at www.cisco.com/go/cloudterms (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, you agree to the terms of this Agreement. If you do not have authority to enter into this Agreement, or if you do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If you determine that you cannot comply with the terms of this Agreement after you have paid for the Cloud Service, you may terminate your

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access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

12. The final price of all labor in this quote is contingent upon the customer providing AMS.NET full site access, with keys or a dedicated escort, for a period of at least nine consecutive hours per working day. Any existing pathway being pulled through is assumed to be easily discoverable, and meeting BICSI standards, such as the fill ratio, lack of non-cabling material in the conduit, and appropriate number of LBs. Additionally, any interior wall penetrations are assumed to be drywall or a like material unless otherwise noted in the labor scope for this project. Any deviation from these assumptions may result in additional costs to the customer based on the time added to the project.

AMS.NET Tax ID: 94-3291626

C7 License: 763508

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at www.ams.net/services/procurement-and-financing/

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____

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EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

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

Deductibles and Self-Insured Retention

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

Acceptability of Insurers

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

Other Insurance Provisions

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

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

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

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

Verification of Coverage

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

LIVERMORE
CALIFORNIA

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

DATE: September 11, 2023

TO: Honorable Mayor and City Council

FROM: Scott Lanphier, Public Works Director

SUBJECT: Resolution authorizing the execution of an amendment to the Memorandum of Understanding between the City of Livermore, Alameda County, and Livermore Sanitation, Inc to include Alameda County's acceptance of Livermore Sanitation's Assignment to Waste Connections, and to memorialize the SB 1383 services provided to Alameda County customers.

RECOMMENDED ACTION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute an Amendment to the Memorandum of Understanding between the City of Livermore, Alameda County, and Livermore Sanitation, Inc. to include Alameda County's acceptance of Livermore Sanitation's Assignment to Waste Connections, and to memorialize the SB 1383 services provided to Alameda County customers.

SUMMARY

In the fall of 2021, Livermore Sanitation, Inc. (LSI) staff notified the City that they planned to sell LSI to another company, Waste Connections, along with their holdings in San Jose and Milpitas, and parts of eastern Alameda County served by LSI. In 2022, both San Jose and Milpitas approved the assignment request and on November 28, 2022, the Livermore City Council approved the assignment of Livermore Sanitation, Inc. to Waste Connections. On November 22, 2022, the Alameda County Board of Supervisors authorized the Interim Director of the Community Development Agency to negotiate and execute an agreement to assign the obligations of the MOU to Waste Connections.

The current Memorandum of Understanding (MOU) between the City of Livermore, Alameda County and Livermore Sanitation, Inc. defines responsibilities related to the provision of solid waste, recycling, and organics services in areas of Alameda County, and allows LSI to use City of Livermore rate payer-funded assets in exchange for an annual credit to the rates charged by LSI. Now that the assignment has been approved by Alameda County, and the County has redefined some services to comply with SB 1383, it is necessary to update the MOU. Therefore, staff is recommending that the City Council adopt a resolution authorizing the City Manager to execute the attached amendment to the MOU.

DISCUSSION

On July 1, 2010, Livermore Sanitation, Inc. (LSI) began services in the City of Livermore and shortly thereafter began services in nearby unincorporated areas of Alameda County. On November 26, 2012, the City Council approved a Memorandum of Understanding (MOU) between the City of Livermore, Alameda County and Livermore Sanitation, Inc. to define responsibilities related to the provision of solid waste, recycling, and organics services in areas of Alameda County, and allow LSI to use City of Livermore rate payer-funded assets in exchange for an annual credit to the rates charged by LSI. This MOU is included as Exhibit P in the Third Amended and Restated Agreement (Franchise Agreement) approved by the City Council in April 2020.

In September 2016, Governor Brown signed into law the Short-lived Climate Pollutants Organic Waste Reductions law, known as Senate Bill (SB) 1383, which established aggressive targets to achieve a 50 percent reduction in the statewide disposal of organic waste. In November 2020, CalRecycle finalized the SB 1383 Regulations which established the regulatory requirements for jurisdictions and are contained in Title 14 of the California Code of Regulations.

The Franchise Agreement includes programs to comply with SB 1383 regulatory changes and outlines LSI staff responsibilities and funding for required organics monitoring, reporting, and contamination reduction to demonstrate compliance. The proposed Amendment updates the MOU to include services to eastern Alameda County to ensure County compliance with SB 1383, adding programs similar to those provided to the Livermore community as stated in Exhibit D1 of the Franchise Agreement. These services include required cart colors and labeling specifications, education and outreach, and organics service standards, and defines responsibility for edible food inspections, enforcement, procurement, recordkeeping, and route reviews.

In the fall of 2021, Livermore Sanitation, Inc. (LSI) staff notified the City that they planned to sell LSI to another company, Waste Connections, along with their holdings in San Jose and Milpitas, and parts of eastern Alameda County served by LSI. In 2022, both San Jose and Milpitas approved the assignment request and on November 28, 2022, the Livermore City Council approved the Assignment of Livermore Sanitation, Inc. to Waste Connections.

On November 22, 2022, the Alameda County Board of Supervisors authorized the Interim Director of the Community Development Agency to negotiate and execute an agreement to assign the obligations of the MOU to Waste Connections. Now that the Assignment has been approved by Alameda County, and the County has redefined some services to comply with SB 1383, it is necessary to update the MOU. Consequently, staff is recommending that the City Council adopt a resolution authorizing the City Manager to execute the attached Amendment to the MOU.

FISCAL AND ADMINISTRATIVE IMPACTS

LSI secured City approval to use assets (e.g. trucks) paid for by the rate payers of Livermore to provide the County collection service; in Fiscal Year 2022-23, a $72,633 credit was issued for the use of assets paid for by Livermore rate payers. The credit calculation is based on the number of container "lifts" in the commercial sector and the number of accounts in the residential sector as it relates to the number of lifts and accounts in the total service area. This calculation is further described by Section 6.4 of Exhibit P to the City's Franchise Agreement.

Community Pillar
3: Environmental Stewardship

Goal
2: Solid Waste/Recycling

ATTACHMENTS

1. Resolution
2. Exhibit A - Amendment to the Memorandum of Understanding

Prepared by: Judy Erlandson
Acting Assistant Public Works Director

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LIVERMORE, ALAMEDA COUNTY, AND LIVERMORE SANITATION, INC. REGARDING SOLID WASTE AND RECYCLING SERVICES

The City of Livermore (City) and Livermore Sanitation, Inc. (LSI) are parties to the Amended and Restated Agreement for Solid Waste, Recyclable Materials, and Compostable Materials Services dated May 9, 2011 (the "LSI Agreement") that provided services within the corporate limits of the City.

The LSI Agreement was then amended by the Third Amended and Restated Agreement for Solid Waste, Recyclable Materials, and Compostable Materials Services dated April 27, 2020, and which was further amended by a First Amendment and then on November 28, 2022, by a Second Amendment to Third Amended and Restated Franchise Agreement (collectively the "Amended LSI Agreement").

On November 26, 2012, the City Council approved a Memorandum of Understanding (MOU) to define responsibilities related to the provision of solid waste, recycling, and organics services in areas of Alameda County, and allow LSI to use City of Livermore rate payer-funded assets in exchange for an annual credit to the rates charged by LSI. This MOU is included as Exhibit P in the Amended LSI Agreement approved by the City Council in April 2020.

In the fall of 2021, LSI staff notified the City that they planned to sell LSI to another company, Waste Connections, along with their holdings in San Jose and Milpitas, and parts of eastern Alameda County served by LSI. In 2022, both San Jose and Milpitas approved the assignment request.

On Nov 22, 2022, the Alameda County Board of Supervisors authorized the Interim Director of the Community Development Agency to negotiate and execute an agreement to assign the obligations of the MOU to Waste Connections.

On November 28, 2022, the Livermore City Council approved the Assignment of Livermore Sanitation, Inc. to Waste Connections.

The County desires to have similar collection services within the unincorporated areas surrounding the City to those provided to the City under the Amended LSI Agreement, in order to demonstrate compliance with SB 1383; and to recognize the Assignment of LSI to Waste Connections.

The City desires to assist the County by modifying the 2012 MOU to recognize the Assignment of LSI to Waste Connections in County areas, and to also recognize the inclusion of SB 1383-related services in County areas, provided that the City is compensated for the use of its assets in connection with this service.

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

1. Authorizes the City Manager to execute an Amendment to the Memorandum of Understanding with Alameda County and Livermore Sanitation, Inc., a copy of which is attached as Exhibit A and incorporated by this reference.

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

On motion of Councilmember _____, seconded by Councilmember _____, the foregoing resolution was passed and adopted on September 11, 2023, by the following vote:

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

ATTEST:

_____
Marie Weber
Deputy City Manager/City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Assistant City Attorney

Exhibit A – Memorandum of Understanding with Alameda County and Livermore Sanitation, Inc.

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LIVERMORE, ALAMEDA COUNTY AND LIVERMORE SANITATION, INC. REGARDING SOLID WASTE AND RECYCLING SERVICES AND CONFIRMATION OF CONSENT TO ASSIGNMENT

THIS FIRST AMENDMENT ("**2023 Amendment**"), dated for reference purposes as of January 1, 2023, is entered into by and between the CITY OF LIVERMORE, a municipal corporation (the "**City**"), the COUNTY OF ALAMEDA, a political subdivision of the State of California ("**County**"), and LIVERMORE SANITATION, INC., a California corporation ("**LSI**") and WASTE CONNECTIONS US, INC., a Delaware corporation ("**Waste Connections**") (each from time to time hereafter referred to individually as a "**Party**" and collectively as the "**Parties**"), with respect to that *Memorandum Of Understanding Between The City Of Livermore, Alameda County And Livermore Sanitation, Inc. Regarding Solid Waste And Recycling Service*s dated for reference purposes as of November 6, 2012 ("**2012 MOU**" and collectively with this 2023 Amendment the "**MOU**").

RECITALS

This Amendment is entered into by the Parties based on the following facts, findings, and determinations:

A. The City and LSI are parties to the *Amended and Restated Agreement for Solid Waste, Recyclable Materials, and Compostable Materials Services* dated May 9, 2011 (the "**LSI Agreement"**) that provided services within the corporate limits of the City, which was then amended by the *Third Amended and Restated Agreement For Solid Waste, Recyclable Materials, and Compostable Materials Services* dated April 27, 2020, and which was further amended by a *First Amendment* and then on November 28, 2022 by a *Second Amendment To Third Amended And Restated Franchise Agreement* (collectively the "**Amended LSI Agreement**"); and

B. On November 6, 2012 the County granted authority to LSI to provide services for the collection of solid waste, recyclable materials, and compostable materials in County Collection Zone No. 1 and thereafter the City, LSI and the County entered into the 2012 MOU in which LSI provided services in the County Collection Zone as set forth in the LSI Agreement as modified by the 2012 MOU; and

C. LSI, Waste Connections and other parties have entered a Stock Purchase Agreement, dated as of April 27, 2022 (the "**Purchase Agreement**"); and

D. On or about December 1, 2022, at a closing (the "**Closing**") in accordance with the Purchase Agreement, the current shareholders of LSI sold all the common stock in LSI (the "**LSI Shares**") to Waste Connections, which resulted in a change in majority control of LSI from the current owners; and

E. The County has reviewed the documents prepared and considered by the City related to the Purchase Agreement including the Staff Report, Waste Connection Letter of Commitment, and the HFH Assignment Review Report on the November 28, 2022 City Council Agenda, agenda item 5.8, in which the City documented the terms and conditions upon which it relied to consent to the sale and assignment of LSI Shares to Waste Connections (the "**Assignment**") as set forth in the Purchase Agreement and the Amended LSI Agreement. The County relies on these same representations and documents to consent to the Assignment in accordance with Section 12.2 of the 2012 MOU and notified the Parties of its intent to enter into this 2023 Amendment for documenting that consent; and

F. Whereas, California Senate Bill 1383 of 2016, the Short-lived Climate Pollutant Reduction Act of 2016 ("**SB 1383**") (which added Sections 39730.5, 39730.6, and 39730.8 to the California Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code), took effect on January 1, 2017, setting Statewide Organic Waste disposal reduction

targets of 50 percent by 2020 and 75 percent by 2025, and requiring the California Department of Resources Recycling and Recovery ("**CalRecycle**") to develop regulations to reduce organics in landfills as a source of methane; and

G. Whereas, in November 2020, CalRecycle finalized the Short-lived Climate Pollutants Organic Waste Reductions Regulations (the "**SLCP**" or "**SB 1383 Regulations"**) which establish the regulatory requirements for jurisdictions, generators, haulers, solid waste facilities, and other entities, which are contained in Title 14 of the California Code of Regulations; and

H. The County desires to have similar collection services within the unincorporated areas surrounding the City to those provided to the City under the Amended LSI Agreement, to meet compliance with SB 1383, and the City desired to assist the County by modifying the 2012 MOU to provide such services.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and obligations set forth in this Amendment, the Parties hereby agree as follows:

1. Assignment.

1.1 Consent. County consents to the Assignment and LSI shall continue to possess all of its rights, titles and interests in the MOU. LSI hereby agrees to keep, perform, fulfill, and be bound by all of the terms, covenants and conditions required to be kept, performed, and/or fulfilled under the MOU.

1.2 Guaranty. Waste Connections shall execute and deliver a guaranty in the form set forth in Exhibit A, subject to any edits as to form as approved by the County Counsel, guarantying Contractor's performance of the MOU, as it may be amended. Such executed guaranty shall be provided within 10 days of execution of this Amendment.

1.3 Condition to Consent. As material consideration for the County's consent to the Assignment, the Parties agree to amend the 2012 MOU as set forth in this Amendment, collectively the MOU.

2. Section 2, Term of the 2012 MOU, is amended as follows:

Section 2.1 is renumbered 2.1 (a) and the following is added:

> **2.1.(b) Amendment Effective Date**. The Effective Date of this 2023 Amendment shall be the date that the City, the County and LSI sign this MOU, following approval of the City Council and the Board of Supervisors.

Section 2.2 is deleted in its entirety and replaced with the following:

> **2.2 Term**. The term of this MOU shall be from the MOU Effective Date until the date that is the earlier of: (a) the end of the Term of the Amended LSI Agreement including any extensions; (b) the date that the Amended LSI Agreement is terminated by the City or LSI in accordance with the Amended LSI Agreement; (c) the date this MOU is terminated in accordance with its terms.

3. Section 3, Amendment of LSI Agreement, is amended by adding the following:

> The City hereby consents to LSI's continuing to provide services to County Customers on the terms and conditions as set forth in the 2012 MOU as revised in the Amendment,

collectively the MOU. The City further agrees to formally incorporate the provisions of the MOU in the Amended LSI Agreement when it is next amended or restated.

4. Section 4, Scope of Services, Subsection 4.2, Collection Services, is deleted in its entirety and replaced with the following:

4.2 Collection Service Required Services and Standards. LSI shall provide Solid Waste, Compostable Materials and Single-Stream Recyclable Materials Collection services to County Customers that subscribe to and pay for LSI's Collection services in County Collection Service Zone No. 1 in accordance with the Amended LSI Agreement to County Customers. LSI shall provide those services in compliance with SB 1383 and the SB1383 Regulations, and as set forth in Article 5, Collections Services, of the Amended LSI Agreement, with the exception that LSI shall not provide the services under Sections 5.5, City Facilities and Events Collection and 5.6 Provision of Services to Schools.

5. Section 5, Other Services, Subsection 5.2, Public Education, (a), is deleted in its entirety and replaced with the following:

5.2(a) Education and Technical Assistance. LSI shall provide the same services to County and County Customers as it provides to City and City Customers pursuant to Article 5.17, Public Education and Technical Assistance, of the Amended LSI Agreement. This specifically includes education for compliance with the SB 1383 Regulations.

6. Record Keeping and Reporting Required by SB 1383. LSI shall provide service level account data and other data necessary to assist County in monitoring generator compliance and preparing annual reports relative to compliance with SB 1383.

7. Exhibit C. Section 10, Default and Remedies, Subsection 10.6 Liquidated Damages is amended by deleting Exhibit C, Schedule of Liquidated Damages, and replacing it with the attached Exhibit C, Schedule of Liquidated Damages.

8. Notices. **Section 12.3, Notices**, is amended by updating the addresses as follows:

If to County:	Alameda County Community Development Agency 224 West Winton Ave., Room 111 Hayward, CA 94544 Attn: Community Development Director
With Copy to:	Office of the County Counsel County of Alameda 1221 Oak Street, Suite 450 Oakland, CA 94612

If to City:	City of Livermore Public Works Department 1052 S. Livermore Ave. Livermore, CA 94550 Attn: Judy Erlandson, City of Livermore
With copy to:	City Clerk 1052 S. Livermore Ave. Livermore, CA 94550
If to LSI:	Livermore Sanitation, Inc. 7000 National Drive Livermore, CA 94550 Attn: Adam Gooderham, Division Vice President
With Copy to:	Waste Connections US, Inc. 3 Waterway Square Place, Suite 110 The Woodlands, TX 77380 Attn: Senior Vice President, Deputy General Counsel
If to Waste Connections:	Waste Connections US, Inc. 4359 Town Center Blvd, Suite 215 El Dorado Hills, CA 95762 Attn: Ronald J. Mittelstaedt, President and Chief Executive Officer
With Copy to:	Waste Connections US, Inc. 3 Waterway Square Place, Suite 110 The Woodlands, TX 77380 Attn: Senior Vice President, Deputy General Counsel

9. Miscellaneous

9.1 Consistent Services. Except as expressly modified by this First Amendment, all the terms and conditions of the 2012 MOU are and remain in full force and effect. It is the intent of this 2023 Amendment that LSI provide services to County in accordance and consistent with the Amended LSI Agreement.

9.2 Authority. The City and the County agree that each has taken the appropriate steps necessary to authorize and approve this Amendment. LSI agrees that it has the authority to enter into and perform its obligations under this Amendment and the 2012 MOU.

9.3 Entire Agreement. This 2023 Amendment and the 2012 MOU, collectively the MOU, including all recitals, exhibits and schedules hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings, negotiations, representations, promises, memoranda and agreements, oral or written, by or between the Parties. No representations, inducements, promises, or agreements have been made in connection with this MOU by any Party, or anyone acting on behalf of any Party, other than those expressly set forth in this MOU.

9.4 Severability. If any term or provision of this MOU is ever determined to be invalid or unenforceable for any reason, such term or provision shall be severed from this MOU without affecting the validity or enforceability of the remainder of this MOU.

IN WITNESS WHEREOF, this FIRST AMENDMENT TO MOU has been approved by the Parties and is effective upon Execution of all Parties.

CITY OF LIVERMORE

By: _____

Name: Marianna Marysheva

Its: City Manager

Date: _____

APPROVED AS TO FORM:

_____
Livermore Assistant/City Attorney

_____
Livermore Risk Manager/Analyst

_____

LIVERMORE SANITATION, INC.,
A California Corporation

By: _____

Name: Ronald J. Mittelstaedt

Its: President and Chief Executive Officer

Date: _____

WASTE CONNECTIONS US, INC.,
A Delaware Corporation

COUNTY OF ALAMEDA

By: _____

Name: Sandra Rivera

Its: CDA Director

Date: _____

APPROVED AS TO FORM:

County of Alameda Office of the County Counsel

_____

By: _____

Name: Ronald J. Mittelstaedt

Its: President and Chief Executive Officer

Date: _____

EXHIBIT C
SCHEDULE FOR PERFORMANCE ADJUSTMENTS
LIQUIDATED DAMAGES FOR FAILURE TO MEET STANDARDS

LSI may be assessed Liquidated Damages in the event LSI fails to fulfill its obligations with regards to the events listed in this Exhibit in accordance with the terms and conditions of the MOU with regards to the time frame for accomplishing each event and nature of the responsibility associated with the event unless otherwise stated in this Exhibit. Refer to Section 10.6 of the MOU for procedures for assessing Liquidated Damages. References to MOU means the Memorandum of Understanding (2012) as amended by the First Amendment (2023).

Collection Reliability		
1.	For failure to maintain the collection schedule for a portion of a route or entire route on the scheduled day (unless non-collection was warranted pursuant to this MOU).	$25.00/container
2.	For each failure over fifteen (15) annually to collect Solid Waste, which has been properly set out for collection from an established service recipient account on the scheduled collection day.	$150.00
3.	For each failure to collect missed collections within 24 hours of receipt of the Complaint.	$300.00
4.	For each failure to collect Solid Waste, Recyclable Materials or Compostable Materials which has been properly set out for collection from the same service recipient on two (2) consecutive scheduled pickups.	$150.00
5.	For each failure to notify the appropriate authorities of reportable quantities of Hazardous Waste per Section 5.11 of the LSI Agreement.	$500.00
6.	For each failure over five (5) annually to commence service to a new County Customer within seven (7) calendar days after order received and account number established or failure to deliver a different Container size to a County Customer within seven (7) Business Days of request or failure to deliver kitchen pail, Multi-family Personal Recycling Bins, Commercial Recycling or Compostable Bins for internal use within the timeframe required by Article 5 of the LSI Agreement, as may be applicable per this MOU.	$150.00
7.	For each failure over five (5) annually to deliver kitchen pails, Multi-family Reusable Recycling Bags for tenants, Commercial Recycling or Compostable Bins for internal use within the timeframe required by Article 5, as may be applicable per this MOU.	$150.00
Collection Quality		
8.	For each occurrence over five (5) annually of unreasonable leaking or Unacceptable Spillage of Solid Waste, Recyclable Materials, or Compostable Materials, and failure to pick up or clean up such material immediately.	$300.00

9.	For each occurrence over twelve (12) annually of failure to replace containers in original position, upright, with lids attached to or on Carts or Bins.	$150.00
10.	For each failure over twenty-four (24) annually of not closing gate, crossing planted areas, or other damage to private property.	$300.00
11.	For each occurrence over five (5) annually of collecting Solid Waste, Recyclable Materials, and Compostable Materials during unauthorized hours.	$300.00
12.	For each occurrence over twelve (12) of excessive noise.	$300.00
13.	For each failure over twelve (12) annually of not tagging containers which are left.	$150.00
14.	For each occurrence over five (5) annually of damage to property that is not repaired in 30 days.	$250.00
15.	For each occurrence of mixing Recyclable Materials, Solid Waste, and Compostable Materials during Collection.	$150.00
16.	Failure to deliver materials to Approved Disposal Site, Approved Recyclables Processing Site, or Approved Composting Site (depending on the type of material).	$150.00/ton
Customer Responsiveness		
17.	For each occurrence of unreasonably discourteous behavior.	$500.00
18.	For each failure to respond to and initiate a remedy to a complaint from a County Customer within eight (8) working hours after notification by the County.	$300.00
19.	For each failure to answer the telephone or answering machine from a County Customer during the hours specified in Section 6.9.4 of the LSI Agreement.	$300.00
20.	For each failure to respond to service requests/calls from a County Customer within 24 hours as specified in Section 6.9.4 of the LSI Agreement.	$300.00
21.	For each failure to return calls from County Customers received during non-business hours no later than 5:00 p.m. of the following Business Day.	$300.00
22.	For each occurrence over five (5) annually for complaints from County Customers regarding waiting on hold for more than two (2) minutes as specified in Section 6.9 of the LSI Agreement.	$150.00
Reporting and Performance Adjustments*		
23.	For each day that a Monthly Report to the County is late.	$100.00/day
24.	For each day that a Quarterly Report to the County is late.	$200.00/day

25.	For each day a Semi-Annual Report to the County is late.	$300.00/day
26.	For each day an Annual Report to the County is late.	$300.00/day
* Any Report shall be considered late until such time as a correct and complete Report is received by County. For each calendar day a Report is late, the daily Performance Adjustment shall be as indicated in the Reporting and Performance Adjustment section above.		
Public Education		
27.	Failure to prepare and distribute the service information brochure to County Customers as required by Section 5.2 of the MOU.	$150.00/day
28.	Failure to provide annual notification to County Multi-Family and Commercial Customers as required by Section 5.2 of the MOU.	$300.00/day
29.	Failure to provide the County a reasonable opportunity to review and comment on public education materials, as required by Section 5.2(c) of the MOU.	$150.00/day
30.	For failure to employ personnel for County education as specified in Section 5.17 of the Amended LSI Agreement.	$150.00/day
31.	Failure to meet with County contact in accordance with the MOU and Amended LSI Agreement.	$150.00/day
32.	Failure to send initial mailing to residents.	$300.00/day
33.	Failure to prepare and distribute “how-to” brochure/calendar to residents.	$150.00/day
34.	Failure to prepare and distribute to residents door hanger, flyer, or mailer regarding specific collection day, holiday, Christmas tree, and cleanup event schedules.	$150.00/day
35.	Failure to conduct community presentations targeted at residents.	$150.00/day
36.	Failure to prepare and mail quarterly newsletter to all residents.	$150.00/day
37.	Failure to send initial mailing to businesses.	$300.00/day
38.	Failure to prepare and distribute “how-to” brochures for each of the five business types.	$150.00/day
39.	Failure to conduct training meetings for businesses.	$150.00/day
40.	Failure to meet with business associations.	$150.00/day
41.	Failure to conduct commercial waste audits.	$150.00/audit
42.	Failure to conduct multi-family waste audits.	$150.00/audit

43.	Failure to provide comprehensive report of findings and suggestions to each company for which an audit was performed.	$150.00/day
44	Failure to perform other public education and outreach efforts required by the MOU including Exhibits C and C-1 of the Amended LSI Agreement.	$150.00/day
45	Failure to prepare and annually update a recycling resource guide.	$150.00/day
47	Failure to maintain accurate and complete information on LSI's dedicated webpage for the County.	$150.00/day
Miscellaneous		
48.	Failure to perform any of the obligations set forth in this MOU not specifically stated above and not corrected, or proceeding in good faith to correct, within twenty-four (24) hours upon twenty-four (24) hour notification by County.	$150.00/day

In placing Designee's initials at the places provided, LSI and the County each specifically confirm the accuracy of the statements made above and the fact that both LSI and the County have had ample opportunity to consult with legal counsel and obtain an explanation of the Liquidated Damage provisions at the time that the 2023 Amendment was made.

LSI/WC
Initial here: _____

County
Initial here: _____

EXHIBIT A

THIS GUARANTY (the "Guaranty") is given as of the _____ day of _____, 2023, by Waste Connections US, Inc., a Delaware corporation, ("GUARANTOR"), to the County of Alameda("COUNTY").

THIS GUARANTY is made with reference to the following facts and circumstances:

A. Livermore Sanitation, Inc., a California corporation (the "CONTRACTOR") and COUNTY have executed that *MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LIVERMORE, ALAMEDA COUNTY AND LIVERMORE SANITATION, INC. REGARDING SOLID WASTE AND RECYCLING SERVICES* for purposes of reference November 6, 2012, and are entering into that FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LIVERMORE, ALAMEDA COUNTY AND LIVERMORE SANITATION, INC. REGARDING SOLID WASTE AND RECYCLING SERVICES AND CONFIRMATION OF CONSENT TO ASSIGNMENT (collectively the “Agreement”) which is incorporated herein by this reference.

B. Guarantor has proposed acquiring the common stock of CONTRACTOR as acknowledged that certain First Amendment to the Agreement, which constitutes an assignment under the Agreement.

C. COUNTY is willing to consent to the assignment of the Agreement as set forth in the the Agreement provided that GUARANTOR executes this Guaranty.

D. GUARANTOR is providing this Guaranty to induce COUNTY to approve the assignment of the Agreement.

NOW, THEREFORE, in consideration of the foregoing, GUARANTOR agrees as follows:

1. Guaranty of the Agreement. GUARANTOR hereby irrevocably and unconditionally guarantees to the COUNTY the complete and timely performance, satisfaction and observation by CONTRACTOR of each and every term and condition of the Agreement which CONTRACTOR is required to perform, satisfy or observe. In the event that CONTRACTOR fails to perform, satisfy or observe any of the terms or conditions of the Agreement, GUARANTOR will promptly and fully perform, satisfy or observe them in the place of the CONTRACTOR. GUARANTOR hereby guarantees prompt payment to COUNTY of each and every sum due from CONTRACTOR to COUNTY under the Agreement, as and when due from time to time, and the prompt performance of every other task and duty required to be performed by the CONTRACTOR under the Agreement.

2. GUARANTOR’s Obligations Are Absolute. The obligations of the GUARANTOR hereunder are direct, immediate, absolute, continuing, unconditional and unlimited and, with respect to any payment obligation of CONTRACTOR under the Agreement, shall constitute a guarantee of payment and not of collection, and are not conditioned upon the genuineness, validity, regularity or enforceability of the Agreement.

3. Waivers and Subordination. The GUARANTOR shall have no right to terminate this Guaranty or to be released, relieved, exonerated or discharged from its obligations under Section 1 hereof for any reason whatsoever, including, without limitation: (1) the insolvency, bankruptcy, reorganization or cessation of existence of the CONTRACTOR; (2) any amendment, modification or waiver of any provision of the Agreement or the extension of its Term (as defined in the Agreement); (3) the actual or purported rejection of the Agreement by a trustee in

bankruptcy, or any limitation on any claim in bankruptcy resulting from the actual or purported termination of the Agreement; (4) any waiver, extension, release or modification with respect to any of the obligations of the Agreement guaranteed hereunder or the impairment or suspension of any of COUNTY's rights or remedies against CONTRACTOR; or (5) any merger or consolidation of the CONTRACTOR with any other organization, or any sale, lease or transfer of any or all the assets of the CONTRACTOR.

The GUARANTOR hereby waives any and all rights, benefits and defenses under California Civil Code Sections 2809, 2815, 2819, 2845, 2849, 2850, 2899 and 3433 and under or based upon, directly or directly, California Code of Civil Procedure Sections 580a, 580b, 580d and 726, if applicable, and all other rights permitted to be waived by California Civil Code Section 2856(a) including, without limitation, the right to require COUNTY to (a) proceed against CONTRACTOR, (b) proceed against or exhaust any security or collateral COUNTY may hold now or hereafter hold, or (c) pursue any other right or remedy for GUARANTOR's benefit, and agree that COUNTY may proceed against GUARANTOR for the obligations guaranteed herein without taking any action against CONTRACTOR or any other guarantor or pledgor and without proceeding against or exhausting any security or collateral COUNTY may hold now or hereafter hold. COUNTY may unqualifiedly exercise in its sole discretion any or all rights and remedies available to it against CONTRACTOR or any other guarantor or pledgor without impairing COUNTY's rights and remedies in enforcing this Guarantee. The GUARANTOR hereby waives and agrees to waive at any future time at the request of COUNTY, to the extent now or then permitted by applicable law, any and all rights which the GUARANTOR may have or which at any time hereafter may be conferred upon it, by statute, regulation or otherwise, to avoid any of its obligations under, or to terminate, cancel, quit or surrender this Guaranty. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not affect the liability of the GUARANTOR hereunder: (a) at any time or from time to time, without notice to the GUARANTOR, the time for CONTRACTOR's performance of or compliance with any of its obligations under the Agreement is extended, or such performance or compliance is waived; (b) the Agreement is modified or amended in any respect; (c) any other indemnification with respect to CONTRACTOR's obligations under the Agreement or any security therefor is released or exchanged in whole or in part or otherwise dealt with; (d) any assignment of the Agreement is effected which does not require COUNTY's approval; or (e) any termination or suspension of the Agreement arising by reason of a default by CONTRACTOR.

The GUARANTOR hereby expressly waives diligence, presentment, demand for payment or performance, protest and all notices whatsoever, including, but not limited to, notices of non-payment or non-performance, notices of protest, notices of any breach or default, and notices of acceptance of this Guaranty. If all or any portion of the obligations guaranteed hereunder are paid or performed, GUARANTOR's obligations hereunder shall continue and remain in full force and effect in the event that all or any part of such payment or performance is avoided or recovered directly or indirectly from COUNTY as a preference, fraudulent transfer or otherwise, irrespective of (a) any notice of revocation given by GUARANTOR or CONTRACTOR prior to such avoidance or recovery, or (b) payment in full of any obligations then outstanding.

The GUARANTOR expressly subordinates and waives its rights to subrogation, reimbursement, contribution or indemnity with respect to performance by GUARANTOR of the obligations of CONTRACTOR guaranteed hereby, until such time as COUNTY receives payment or performance in full of all such obligations.

4. **Term**. This Guaranty is not limited to any period of time, but shall continue in full force and effect until all of the terms and conditions of the Agreement have been fully performed by CONTRACTOR, and GUARANTOR shall remain fully responsible under this Guaranty without regard to the acceptance by COUNTY of any performance bond or other collateral to assure the performance of CONTRACTOR's obligations under the Agreement. GUARANTOR shall not be released of its obligations hereunder so long as there is any claim by COUNTY against

CONTRACTOR arising out of the Agreement based on CONTRACTOR's failure to perform which has not been settled or discharged.

5. No Waivers by COUNTY. No delay on the part of COUNTY in exercising any rights under this Guaranty or failure to exercise such rights shall operate as a waiver of such rights. No notice to or demand on GUARANTOR shall be a waiver of any obligation of GUARANTOR or right of COUNTY to take other or further action without notice or demand. No modification or waiver by COUNTY of any of the provisions of this Guaranty shall be effective unless it is in writing and signed by COUNTY and by GUARANTOR, nor shall any waiver by COUNTY be effective except in the specific instance or matter for which it is given.

6. Attorney's Fees. In addition to the amounts guaranteed under this Guaranty, GUARANTOR agrees to pay reasonable attorney's fees and all other reasonable costs and expenses incurred by COUNTY in enforcing this Guaranty, or in any action or proceeding arising out of or relating to this Guaranty, including any action instituted to determine the respective rights and obligations of the parties hereunder.

7. Governing Law; Jurisdiction. This Guaranty is and shall be deemed to be a contract entered into in and pursuant to the laws of the State of California and shall be governed and construed in accordance with the laws of California without regard to its conflicts of laws rules for all purposes, including, but not limited to, matters of construction, validity and performance. As the Agreement is made and performed in Alameda County, GUARANTOR agrees that any action brought by COUNTY to enforce this Guaranty may be brought in Alameda Superior Court or the Northern District of California as applicable. GUARANTOR appoints the following person as its agent for service of process in California:

Corporation Service Company
DBA CSC – Lawyer Incorporating Service
2710 Gateway Oaks Dr., Ste. 150N
Sacramento, California 95833

8. Severability. If any portion of this Guaranty is held to be invalid or unenforceable, such invalidity shall have no effect upon the remaining portions of this Guaranty, which shall be severable and continue in full force and effect.

9. Binding on Successors. This Guaranty shall inure to the benefit of COUNTY and its successors and shall be binding upon GUARANTOR and its successors, including a successor entity formed by a merger or consolidation, a transferee of substantially all of its assets, and its shareholders in the event of its dissolution or insolvency.

10. Authority. GUARANTOR represents and warrants that it has the corporate power to give this guaranty, that its execution of this Guaranty has been authorized by all necessary action under its Articles of Incorporation and by-laws, and that the person signing this Guaranty on its behalf has authority to do so.

11. Notices. Notice shall be given in writing, deposited in the U.S. mail, registered *or* certified, first class postage prepaid, addressed as follows:

If to County: Alameda County Community Development Agency
224 West Winton Ave., Room 111
Hayward, CA 94544
Attn: Community Development Director

With Copy to: Office of the County Counsel
County of Alameda
1221 Oak Street, Suite 450
Oakland, CA 94612

To GUARANTOR: Ron Mittelstaedt
President and CEO
Waste Connections, Inc
4359 Town Center Blvd, Suite 215
El Dorado Hills, CA 95762

with a copy to:

Waste Connections US, Inc.
3 Waterway Square Place, Suite 110
The Woodlands, TX 77380
Attention: Senior Vice President, Deputy General Counsel

The parties may change the address to which notice is to be sent by giving the other party notice of the change.

IN WITNESS WHEREOF, GUARANTOR has executed this Guaranty on the day and year first above written.

WASTE CONNECTIONS US, INC.,
A Delaware Corporation

By: _____

Name: Ronald J. Mittelstaedt

Its: President and Chief Executive Officer

Date: _____

LIVERMORE
CALIFORNIA

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

DATE: September 11, 2023

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution authorizing the City Manager to execute an amendment to the Memorandum of Understanding with City of Pleasanton for the Environmental Review of Tri-Valley Haven's Emergency Shelter Rebuild Project to add the City of Dublin and County of Alameda as cooperating entities.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an amendment to the Memorandum of Understanding (MOU) with City of Pleasanton for the environmental review of Tri-Valley Haven's Emergency Shelter Rebuild Project to add the City of Dublin and Alameda County as cooperating entities.

SUMMARY

On May 16, 2023, the City of Livermore and City of Pleasanton executed an MOU designating the City of Livermore as the lead agency for the joint environmental review of Tri-Valley Haven's Emergency Shelter Rebuild Project. The project is subject to federal environmental regulations, as federal Community Development Block Grant (CDBG) funds from all three cities have been allocated to the project. The proposed amendment to the MOU is to add the City of Dublin and Alameda County as cooperating entities.

DISCUSSION

The City of Livermore and the City of Pleasanton are contributing federal CDBG entitlement money to Tri-Valley Haven's Emergency Shelter Rebuild project (Project) in FY 2023-24. Funding approval from the U.S. Department of Housing and Urban Development (HUD) for the project is subject to each City completing an environmental review; however, Livermore may act as the lead agency to initiate the review since the project is located in Livermore.

On April 24, 2023, the City Council approved resolution 2023-075 which authorized the City of Livermore and the City of Pleasanton to enter an MOU to perform a joint environmental review. On May 16, 2023, the Cities of Livermore and Pleasanton executed the MOU.

Subsequently, the City of Dublin, through Alameda County, committed CDBG funding to the Project; as such, they are also required to complete an environmental review. Alameda County Housing and Community Development Agency (Alameda County) is a grant recipient for the “Urban County” CDBG Grant which includes the cities of Albany, Emeryville, Piedmont, Newark, and Dublin as well as the unincorporated areas of the County. The City of Dublin and Alameda County staff recently communicated their commitment of funds to this project and requested to be added as cooperating agencies to the MOU to reduce potential implementation delays for Tri-Valley Haven's project.

Staff recommends City Council adopt a resolution authorizing the City Manager to execute an amendment to the MOU to include the City of Dublin and Alameda County as cooperating entities for the environmental review, with Livermore as the lead agency.

FISCAL AND ADMINISTRATIVE IMPACTS

The consulting cost for the environmental review is approximately $20,000 and is budgeted in the Community Development Block Grant special revenue fund (Fund 613) for FY 2023-24. Per the original MOU, the consulting cost would be split equally between the City of Livermore and the City of Pleasanton. The amendment to the MOU now states the consultant cost will be split equally between the three cities of Livermore, Pleasanton and Dublin. This will be a cost savings of approximately $3,333 to both the City of Livermore and the City of Pleasanton.

COMMUNITY PILLAR

1: A Safe Community that Thrives

GOAL

8: Expand and Improve Access to Human Services

ATTACHMENTS

1. Memorandum of Understanding for Environmental Lead Agency Between the City of Livermore and City of Pleasanton, 23-0117
2. Resolution
3. Exhibit A - Amendment to Memorandum of Understanding

Prepared by: Amy Walker
Management Analyst 1

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

DocuSign Envelope ID: 6B98253B-69F4-4AF4-A75D-67A38A1CF538

MEMORANDUM OF UNDERSTANDING FOR ENVIRONMENTAL REVIEW LEAD AGENCY (TRI-VALLEY HAVEN EMERGENCY SHELTER REBUILD PROJECT)

THIS MEMORANDUM OF UNDERSTANDING is entered into this 16th day of May 2023, between the City of Livermore, a municipal corporation and the City of Pleasanton, a municipal corporation.

WHEREAS the City of Livermore and City of Pleasanton cooperate in performing environmental reviews within the city limits of Livermore for Federally funded or assisted projects in accordance with the National Environmental Policy Act, 24 CFR Part 58 and the related laws and authorities listed at Sections 58.5 and 58.6 ("NEPA Requirements");

WHEREAS the City of Livermore and City of Pleasanton are both providing Community Development Block Grant (CDBG) funds in the amounts of $483,846 and $250,000, respectively, for a proposed demolition and rebuilding of Tri Valley Haven's Emergency Shelter at a confidential location in Livermore, CA 94550 ("Project"); and

WHEREAS the parties desire to establish the role and responsibilities of lead agency and cooperating agency with respect to NEPA Requirements for this Project;

NOW, THEREFORE, the parties hereby agree as follows:

1. Lead Agency/Cooperating Agency. City of Livermore shall be the lead agency and the City of Pleasanton shall be the cooperating agency entity with respect to the environmental review, decision-making and action responsibilities pursuant to the National Environmental Policy Act, 24 CFR Part 58 and the related laws and authorities listed at Sections 58.5 and 58.6.

2. Lead Agency Responsibilities. City of Livermore shall take lead responsibility for assessing and resolving environmental impacts on the Project solely with respect to NEPA Requirements.

3. Cooperating Agency Responsibilities. City of Pleasanton shall provide all necessary assistance to facilitate and ensure City of Livermore's compliance with NEPA Requirements.

4. Consultant Costs. The City of Livermore and the City of Pleasanton shall equally share the cost for any NEPA consultant associated with the Project.

5. Termination; Amendments. City of Livermore or City of Pleasanton may end or terminate this Memorandum of Understanding at any time with prior written notice. This Memorandum of Understanding may be amended from time to time by written agreement by City of Livermore and the City of Pleasanton.

6. Counterparts; Contract Execution. This Memorandum of Understanding may be executed in one or more counterparts, which together shall constitute one and the same instrument. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed in original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the City of Livermore.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be made on the date above written.

****

SIGNATURES ON THE NEXT PAGE

ATTACHMENT 1

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have caused this Memorandum of Understanding to be executed on the date first written above.

CITY OF PLEASANTON,
a Municipal Corporation

BY: DocuSigned by: Gerry Beaudin 3239C91940BF4B6... **DATED:** 5/16/2023 | 8:55 AM PDT
Gerry Beaudin
City Manager

APPROVED AS TO FORM:

DocuSigned by: Wes Cheung 81E8A3883D7644D...
ASSISTANT/CITY ATTORNEY
Deputy City Attorney

CITY OF LIVERMORE,
a Municipal Corporation

BY: DocuSigned by: Marianna Marysheva 67FF33A39740458... **DATED:** 5/16/2023 | 11:06 AM PDT
Marianna Marysheva
City Manager

APPROVED AS TO FORM:

DocuSigned by: katherine Mirassou D48B6A0C4F27411... DS
ASSISTANT/CITY ATTORNEY
Deputy City Attorney

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LIVERMORE AND THE CITY OF PLEASANTON FOR ENVIRONMENTAL REVIEW OF THE TRI-VALLEY HAVEN EMERGENCY SHELTER REBUILD PROJECT TO ADD THE CITY OF DUBLIN AND ALAMEDA COUNTY AS COOPERATING ENTITIES

Each year, the City of Livermore receives federal Community Development Block Grant ("CDBG") funds which originate as an entitlement grant from the U.S. Department of Housing and Urban Development ("HUD"). The City of Livermore and the City of Pleasanton are contributing federal CDBG funds to the Tri-Valley Haven Emergency Shelter Rebuild Project ("Project") in FY 2023-24. HUD's funding approval for the Project is subject to each city completing an environmental review. The City of Livermore may act as the lead agency to initiate the review because the Project is located in the City of Livermore.

On April 24, 2023, the City Council adopted Resolution No. 2023-075 which authorized the City Manager to execute a Memorandum of Understand ("MOU") with the City of Pleasanton to perform a joint environmental review, with the City of Livermore being the lead agency and the City of Pleasanton being the cooperating agency. On May 16, 2023, the City of Livermore and the City of Pleasanton executed the MOU.

Subsequently, the City of Dublin, through Alameda County, committed CDBG funding to the Project. As such, they are also required to complete an environmental review. The Alameda County Housing and Community Development Agency ("Alameda County") is a grant recipient for the "Urban County" CDBG Grant which includes five small cities—Albany, Emeryville, Piedmont, Newark, and Dublin—as well as the unincorporated areas of the County. The City of Dublin and Alameda County recently communicated their commitment of funds to the Project and requested to be added as cooperating agencies to the MOU to reduce potential implementation delays for the Project.

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

1. Authorizes the City Manager, or her designee, to execute an amendment to the Memorandum of Understanding with the City of Pleasanton for environmental review of the Tri-Valley Haven Emergency Shelter Rebuild Project to include the City of Dublin and Alameda County as cooperating entities for the environmental review.

On the motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 11, 2023, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Molly O'Toole
Molly O'Toole
Deputy City Attorney

Exhibit A – Amendment to Memorandum of Understanding for Environmental Review Lead Agency

EXHIBIT A

**AMENDMENT TO MEMORANDUM OF UNDERSTANDING
FOR ENVIRONMENTAL REVIEW LEAD AGENCY
(TRI-VALLEY HAVEN EMERGENCY SHELTER REBUILD PROJECT)**

This Amendment to Memorandum of Understanding ("Amendment") is entered into this ____ day of _____ 2023 by the County of Alameda (“County”), City of Dublin (“Dublin”), City of Livermore (“Livermore”) and City of Pleasanton ("Pleasanton").

WHEREAS, Livermore and Pleasanton entered into a Memorandum of Understanding for Environmental Review Lead Agency for the Tri-Valley Haven Emergency Shelter Rebuild Project dated May 16, 2023 ("Agreement"); and

WHEREAS, the parties desire to amend the Agreement to add the County and Dublin as parties, as the County and Dublin are also providing funds for the Project.

NOW, THEREFORE, the parties agree as follows:

A. Section 1 of the Agreement is amended to add that County and Dublin shall also be cooperating agency entities.

B. Section 3 of the Agreement is amended to add that County and Dublin shall also provide necessary assistance to facilitate and ensure Livermore’s compliance with NEPA Requirements.

C. Section 4 of the Agreement is amended to provide that the cost of the NEPA consultant shall be shared equally among Dublin, Livermore, and Pleasanton.

D. Section 5 of the Agreement is amended to provide that County and Dublin shall have the same rights to terminate and amend the Memorandum of Understanding as Livermore and Pleasanton.

E. This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.), or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

F. All other terms and conditions of the Agreement shall remain in full force and effect.

In witness whereof, authorized representatives of the parties have executed this Amendment as of the date first above written.

COUNTY OF ALAMEDA

By:_____
Michelle Starratt, Housing Director
Housing and Community Development Dept.

Date:_____

Approved as to Form:

By:_____
Kathleen Hall, Deputy County Counsel

CITY OF PLEASANTON

By:_____
Gerry Beaudin, City Manager

Attest:

By:_____
Jocelyn Kwong, City Clerk

Approved as to Form:

By:_____
Daniel Sodergren, City Attorney

CITY OF DUBLIN

By:_____
Linda Smith, City Manager

Date:_____

Attest:

By:_____
Marsha Moore, City Clerk

Approved as to Form:

By:_____
John Bakker, City Attorney

CITY OF LIVERMORE

By:_____
Marianna Marysheva, City Manager

Attest:

By:_____
Marie Weber, City Clerk

Approved as to Form:

By:_____
Katherine Mirassou, Deputy City Attorney

5418266.2

LIVERMORE
CALIFORNIA

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

DATE: September 11, 2023

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution accepting public improvements constructed pursuant to the Subdivision Improvement Agreement for Parcel Map 10589 located at 4260 First Street for Affordable Residential Housing by MP Avance Associates, L.P. for permanent maintenance and release of security.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution accepting public improvements constructed pursuant to the Subdivision Improvement Agreement for Parcel Map 10589 located at 4260 First Street for Affordable Residential Housing by MP Avance Associates, L.P. for permanent maintenance and release of security.

SUMMARY

On November 23, 2020, the final map for Parcel Map 10589 to construct 44 residential housing units for adults with developmental disabilities, at 4260 First Street was approved by the City Council with a Subdivision Improvement Agreement and security for the construction of public improvements. The public improvements for the project include a modified traffic signal and median reconfiguration on First Street to provide access to the site and other improvements such as new sidewalks, curbs, and gutters along the project frontage. The developer, MP Avance Associates, L.P., has completed the public improvements to the satisfaction of the City Engineer. The City Council can now accept Parcel Map 10589 public improvements for permanent maintenance and release security.

DISCUSSION

Parcel Map 10589, consisting of 44 affordable residential housing units for adults with developmental disabilities, is located at 4260 First Street. On November 23, 2020, the final map for Parcel Map 10589 was approved by the City Council with a Subdivision Improvement Agreement and security for public improvements. MP Avance Associates, L.P. has fulfilled all of the obligations as described in the Conditions of Approval and Subdivision Improvement Agreement for Parcel Map 10589 to the satisfaction of the City Engineer. The City can now accept Parcel Map 10589 for permanent maintenance and release the security that was provided as surety for these public improvements as

specified in the Subdivision Improvement Agreement.

FISCAL AND ADMINISTRATIVE IMPACTS

The public improvements for the project include a modified traffic signal and median reconfiguration on First Street to provide access to the site. Other public improvements include new sidewalk, curb, and gutter along the project frontage. The estimated annual operations and replacement costs for the City of Livermore public infrastructure is approximately $6,000. The water system serving the project is owned and maintained by California Water Service.

COMMUNITY PILLAR

2: A Safe Community That Thrives

GOAL

7: Expand and preserve the supply of affordable housing opportunities

ATTACHMENTS

1. Vicinity Map
2. Resolution

Prepared by: Debbie Salgado
Senior Civil Engineer

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE CALIFORNIA

Vicinity MAP

ATTACHMENT 1



Notes:

333.3 0 166.67 333.3 Feet

NAD_1983_2011_StatePlane_California_III_FIPS_0403_
Livermore IT, GIS Services

Scale: 1: 2,000

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

Prepared:
8/11/2023 5:32:24 PM

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

EXEMPT FROM FILING FEES PURSUANT TO
GOV. CODE § 27383

CITY CLERK
CITY OF LIVERMORE
1052 S. LIVERMORE AVENUE
LIVERMORE, CA 94550

Space Above This Line For Recorder's Use Only

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS CONSTRUCTED PURSUANT TO THE SUBDIVISION IMPROVEMENT AGREEMENT FOR PARCEL MAP 10589 FOR AFFORDABLE RESIDENTIAL HOUSING BY MP AVANCE ASSOCIATES, L.P. FOR PERMANENT MAINTENANCE AND AUTHORIZING RELEASE OF SECURITY

(MP Avance Associates, L.P. - Parcel Map 10589)

On November 23, 2020, the City Council adopted Resolution No. 2020-214 approving Parcel Map 10589 and authorizing the execution of a Subdivision Improvement Agreement with MP Avance Associates, L.P. The Subdivision Improvement Agreement for Parcel Map 10589 was recorded under Series No. 2020352113, dated December 15, 2020, Official Records of Alameda County, California.

The City Engineer of the City of Livermore has filed with the City Clerk a report in writing that all public improvements constructed pursuant to the Subdivision Improvement Agreement for Parcel Map 10589 have been completed by MP Avance Associates, L.P. to City standards and are now ready for acceptance by the City of Livermore for permanent maintenance.

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

1. The City Council hereby accepts all public improvements required to have been constructed pursuant to the Subdivision Improvement Agreement for Parcel Map 10589, recorded under Series No. 2020352113, dated December 15, 2020, Official Records of Alameda County, California ("Subdivision Improvement Agreement").

2. The faithful performance bond guaranteeing the Subdivision Improvement

Agreement is hereby released.

3. The labor and materials bond guaranteeing the Subdivision Improvement Agreement shall, six months after the date of this resolution, be reduced to an amount equal to the amount of all claims filed and of which notice has been given to the City of Livermore. The balance of the bond shall be released upon the settlement of all such claims and obligations for which the security was given.

4. The security for the guarantee and warranty of the work under the Subdivision Improvement Agreement shall remain in effect for one year from the date of this resolution. The contractor/developer is required to reconstruct any deficiencies that occur and to repair or replace defective materials during the maintenance period.

The City Clerk is directed to record this resolution in the office of the Alameda County Recorder.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 11, 2023, by the following vote:

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

ATTEST:

_____
Marie Weber
Deputy City Manager/City Clerk

APPROVED AS TO FORM:

/s/ Molly O'Toole
Molly O'Toole
Deputy City Attorney

LIVERMORE
CALIFORNIA

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

DATE: September 11, 2023

TO: Honorable Mayor and City Council

FROM: Brandon Cardwell, Innovation and Economic Development Director

SUBJECT: Resolution accepting the Livermore Downtown Inc. Annual Report for FY 2022-23 and authorizing the execution of a grant agreement with Livermore Downtown Inc. in the amount of $90,000 for FY 2023-24.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution accepting the Livermore Downtown Inc. Annual Report for FY 2022-23 and authorizing the execution of a grant agreement with Livermore Downtown Inc. for grant activities from July 1, 2023, to June 30, 2024, in the amount of $90,000.

SUMMARY

The City's agreement with Livermore Downtown Inc. (LDI) dated October 3, 2022, requires LDI to provide an annual report outlining the organization's accomplishments during the previous year and describing its goals for the coming year. Staff recommends the City Council accept the Livermore Downtown Inc. Annual Report for FY 2022-23 and authorize the execution of a grant agreement (Exhibit A to the resolution) with Livermore Downtown Inc. providing $90,000 from the General Fund for FY 2023-24.

DISCUSSION

Since 1986, the City of Livermore, and for a time the former Redevelopment Agency, have provided annual grant funding to Livermore Downtown Inc. (LDI) as part of a common mission to enhance economic growth, assist downtown businesses, and promote the downtown and the City of Livermore. In FY 2022-23, LDI used the funds to meet its obligations under the agreement through the following innovative downtown events:

- Support for the July 4th fireworks
- Year-round Sunday farmers market and Thursday evening seasonal farmers market
- Kidz Town Halloween Hay Day
- Livermore Valley Made pop-up market

- Witches Night Out-Moonlight Shopping and Dining
- Earlier than the Bird
- Holiday Village in the Park
- Home for the Holidays Parade
- Livermore Half Marathon
- Downtown Street Fest and Kindness Campaign

LDI also continued to partner with the City of Livermore on dissemination of pertinent information related to ongoing construction projects, outdoor dining policies, sound ordinances, Alcoholic Beverage Control (ABC) training for businesses, and other matters. LDI enhanced its website and launched communications initiatives, including a Communication Notification System to provide ongoing construction updates to downtown businesses via website and text messaging. LDI continues to serve as an important partner in the implementation of the City's economic development plans through the use of social media and other promotional materials. During FY 2022-23, LDI's social media following increased by 1,000 on Facebook (24K followers) and by 2,000 on Instagram (9K followers), which helps the City expand its reach when partnering with LDI to share information with the community.

For this fiscal year, LDI will continue to partner with the City in promoting economic vitality and implementing sustainable business practices in the downtown, including educating downtown businesses on the City's Climate Action Plan. LDI will also expand on the Livermore Valley Made Initiative, Arts Promotion, and Livermore Valley Tourism efforts and programs, among other activities and programs highlighted in the attached Grant Agreement.

A copy of the Livermore Downtown Inc. Annual Report for FY 2022-23 is attached as Exhibit B to the Resolution. The report details the activities and accomplishments of the organization for the past year and also its plans for the upcoming year.

FISCAL AND ADMINISTRATIVE IMPACTS

The $90,000 has already been budgeted in the City's General Fund (Fund 001) for FY 2023-24.

COMMUNITY PILLAR

2: Economy that Prospers

GOAL

1: Lead efforts, in collaboration with internal and external partners, to provide effective communication and engagement with businesses

ATTACHMENTS

1. Resolution
2. Exhibit A - Grant Agreement with Livermore Downtown Inc.
3. Exhibit B - Annual Report FY 2022-23

Prepared by: Theresa De La Vega
Management Analyst

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ACCEPTING THE ANNUAL REPORT FOR FY 2022-23, AND AUTHORIZING EXECUTION OF A GRANT AGREEMENT BETWEEN THE CITY OF LIVERMORE AND LIVERMORE DOWNTOWN, INC. FOR FISCAL YEAR 2023-24, IN THE AMOUNT OF $90,000

Since 1986, the City of Livermore (City), and for a time, the former Redevelopment Agency, has provided annual grant funding to Livermore Downtown Inc. (LDI) as part of a common mission to enhance economic growth, assist downtown businesses, and promote the downtown and the City of Livermore. The terms and conditions of the FY 2022/23 agreement, requires LDI to report its accomplishments during the previous year to the City, and to describe the organization's goals for the upcoming year. The Livermore Downtown Inc. Annual Report for FY 2022-23, attached hereto as Exhibit B, detailing its accomplishments and goals for the upcoming year, was provided to the City and downtown merchants as required under the agreement.

After a review of LDI's attached annual report, the City has determined that the goals and activities of the Grantee are consistent with the Marketing and Economic Development goals of the City, and therefore Grantee's continuing operations should be supported through the proposed grant of $90,000 for the length of this grant agreement (July 1, 2023 to June 30, 2024). As part of its continuing operations, Grantee will apply the grant funds to activities that promote proactive communication between downtown businesses and the City, encourage increased visitation to downtown, support small business growth within downtown, and similar activities outlined in the Grant Agreement, which is attached to this Resolution as Exhibit A.

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

1. Accepts the Livermore Downtown Inc. Annual Report for FY 2022-23, which is attached hereto as Exhibit B; and,

2. Authorizes the City Manager, or her designee, to execute the grant agreement with LDI, attached hereto as Exhibit A, in the amount of $90,000 for the period of July 1, 2023 through June 30, 2024.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 11, 2023, by the following vote:

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

ATTEST:

_____
Marie Weber
Deputy City Manager/City Clerk

APPROVED AS TO FORM:

/s/ Katherine Mirassou
Katherine Mirassou
Deputy City Attorney

Exhibit A – Grant Agreement with Livermore Downtown Inc.
Exhibit B – The Livermore Downtown Inc. 2022/23 Annual Report

DocuSign Envelope ID: 67DABA29-93A8-4223-BB5F-B845197BE071

EXHIBIT A

GRANT AGREEMENT BETWEEN CITY OF LIVERMORE AND LIVERMORE DOWNTOWN INC.

FOR FISCAL YEAR 2023-24

THIS AGREEMENT, entered into this _____ day of _____, 2023, between the City of Livermore, a municipal corporation **("City"**), and Livermore Downtown Inc., a California non-profit corporation (**"Grantee"**).

RECITALS

A. The City is entering into a grant agreement with Grantee for fiscal year 2023/2024.

B. The Grantee's mission is to advocate for the downtown business community by promoting economic growth, preserving our heritage, attracting tourism and fostering an environment where families want to live, work and play.

C. The City has determined that the goals and activities of the Grantee are consistent with the Marketing and Economic Development goals of the City and therefore should be supported through the proposed grant of $90,000.00 which will enhance and support the City's marketing and economic development efforts, including by identifying the City as an underwriter of the Grantee's work.

AGREEMENT

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

1. Grant Activities. Grantee is responsible for its continuing operations. As part of its continuing operations, Grantee will apply the Grant funds to activities that promote proactive communication between downtown businesses and the City, encourage increased visitation to downtown, support small business growth within downtown, and similar activities as outlined in Exhibit "A" **("Grant Activities").**

2. Grant Amount. The City will issue, and Grantee will use, funds in the amount of $**90,000.00 (**the **"Grant Funds**") to perform the activities consistent with the terms and conditions of this Grant Agreement. City will provide the Grant Funds to Grantee within 30 days of the date on which this Agreement is executed by both the City and Grantee**.**

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

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

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guidelines, which are included as Exhibit “C” to this Grant Agreement.

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

6. Annual Report. Grantee shall prepare an annual written report and submit to the City's Project Manager, Brandon Cardwell, no later than July 5, 2024. The annual report must identify the Grant Activities completed and the Grant Funds spent to complete the Grant Activities.

7. Documentation and Recordkeeping

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

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

8. Suspension, Termination, Return of Funds

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

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

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

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

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

11. Amendment. Any modification to this Agreement must be in writing and signed by both parties. In the event the original of this Agreement is lost or destroyed, an archival copy maintained by City can be used in place of the original for all purposes with the same effect as if it was the original.

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

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

TO GRANTEE:
Livermore Downtown Inc
Attn: Ruby Lopez-Villareal
Executive Director
P.O. Box 1067
Livermore, CA 94551

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

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

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

****

Signatures and Attachment List on the Next Page

EXHIBIT A

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

GRANTEE: **Dated:**
Livermore Downtown Inc.

DocuSigned by:
Ruby Lopez-Villarreal
72BD0C5E1F4D4D4...
9/5/2023 | 2:28 PM PDT

By: Ruby Lopez-Villareal
Title: Executive Director

CITY OF LIVERMORE: **Dated:**

Marianna Marysheva
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Katherine Mirassou
D48B6A0C4F27417...
DS
JS

Assistant/City Attorney

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

DocuSign Envelope ID: 67DABA29-93A8-4223-BB5F-B845197BE071

Grant Activities

Economic Vitality

1) Identify and engage with specific support organizations for all downtown industries to increase their support systems available (ie. Fitness, Health and Beauty, Retail Shops).
2) Actively recruit business investment and activation strategies for City owned historic properties in downtown Livermore.
3) Develop and Market Business Retention and Recruitment Programs.
4) Work with businesses on permitting and compliance issues.
5) Provide ongoing tenant and property owner outreach and interaction to inform businesses of City plans, processes and protocols.
6) Maintain Downtown Property Owner Roster.
7) Host Monthly meetings with downtown businesses, property owners and City Staff to maintain clear communication on construction impacts, parking and public space use.
8) Communicate to the public updates on key Downtown revitalization projects.
9) Work with the City of Livermore to educate the downtown businesses on the City's Climate Action Plan, inviting businesses to actively participate and implement sustainable business practices where applicable.

Design

1) Interface with City Code Enforcement and business owners regarding possible nuisances and zoning code violations.
2) Provide input and direction on downtown Bike Corrals, Public Art and Wayfinding Signage.
3) Activate the Lot on First with community and business-supporting uses.
4) Assist in efforts regarding homeless impacts and solutions.

Promotion

1) Expand on Livermore Valley Tourism efforts and programs to expand on destination marketing and hospitality support, as well as arts promotion.
2) Manage and promote the year-round Sunday and seasonal Thursday Farmer's Market
3) Produce and implement downtown tradition and new events including but not limited to Halloween Hay Day, Witches Night Out, Earlier Than the Bird, Holiday Sights and Sounds Parade, Livermore Half Marathon and Livermore Downtown Street Fest.
4) Manage Downtown kiosks.

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5) Promote the Downtown District of Livermore to, among others, the Tri-Valley, Regional and State level organizations and potential tourism outlets.
6) Work collaboratively with local and regional organizations, including Livermore Valley Chamber of Commerce, Livermore Cultural Arts Council, Livermore Valley Winegrowers, Livermore Labs, Visit Tri-Valley, and private organizations such as local makers markets.
7) Act as liaison to external organizations in the downtown industry such as California Main Street, the California Downtown Association, the National Main Street Center, California Association of Festival Producers, Visit California, Responsible Hospitality Institute and the California Restaurant Association.
8) Manage and expand the Livermore Valley Made Initiative.
9) Manage a broad selection of Social Media platforms with well populated content and community interest, maintaining our position as a top Livermore Valley influencer.

DocuSign Envelope ID: 67DABA29-93A8-4223-BB5F-B845197BE071

EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:
   $5,000,000 per occurrence/**$10,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
   $1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
   Statutory limits as required by the State of California including **$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability".
4. Liquor Liability:
   $1,000,000 per occurrence.

Deductibles and Self-Insured Retention

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

Acceptability of Insurers

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

Other Insurance Provisions

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

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

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

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

Verification of Coverage

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

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EXHIBIT A

LIVERMORE
CALIFORNIA

BRAND GUIDELINES

CITY OF
LIVERMORE
CALIFORNIA

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LOGO USAGE.....3

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INTRODUCTION

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

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

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

BRAND INTEGRITY

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

SUB-BRANDING

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

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

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

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

925-960-4000
communications@LivermoreCA.gov

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LOGO USAGE

Standard Version



The logo is comprised of these four parts.

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

Other Logo Configurations

There are cases in which other configurations are permitted. Specific guidance is provided later in these Guidelines.

STANDARD
City of Livermore



STANDARD VERTICAL
City of Livermore
Stacked



STANDARD STACKED
City of Livermore
Stacked



CASUAL
Livermore



CASUAL
Livermore
Stacked



LIMITED USE: SLOGAN*
Livermore
Tagline



LIMITED USE*
City of Livermore
Arched



LIMITED USE*
Livermore
Arched



CUSTOMIZABLE**
City of Livermore
Departments



GRAPHIC ASSET
Leaf or Leaf Circle



* Limited-use logos are for specific audiences or design considerations. The Public Information Officer (PIO) can advise.

** Department/division logos are available through the PIO. New logos should not be generated without approval.
Reach the Public Information Officer by contacting the City: 925-960-4000 / communications@LivermoreCA.gov

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Logo Coloring

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

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

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

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

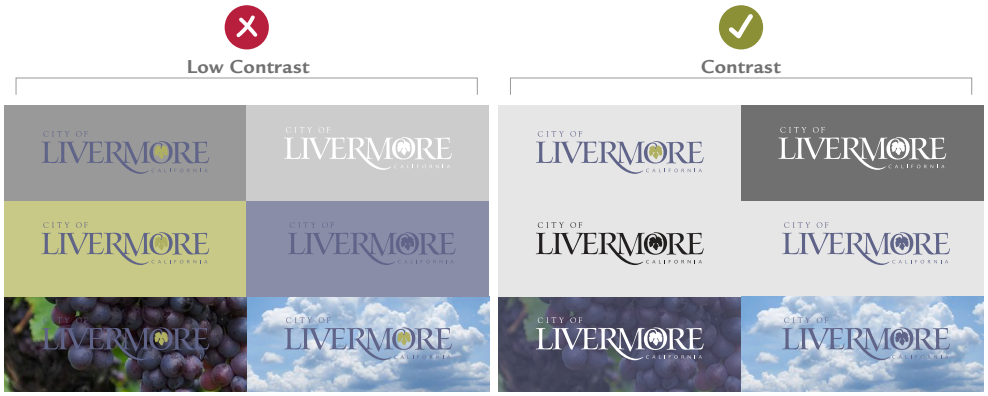
BLUE
PANTONE: 100% PMS 5275
4-C PROCESS: 70% cyan, 62% magenta, 27% yellow, 6% black
RGB: 96 red, 100 green, 137 blue / HEX: #606489

GRAY
PANTONE: 50% black
4-C PROCESS: 50% black
RGB: 153 red, 153 green, 153 blue / HEX: #90

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

BACKGROUND CONTRAST

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



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

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Logo Integrity

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

MINIMUM SIZE

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



PROTECTIVE AREA AROUND THE LOGO

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

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



Same holds true for all logos.



VERTICALLY CENTERING THE LOGO

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



Vertically center on "Livermore" text.

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Alternate Logo Configurations

STANDARD

Used for standard Livermore branding.

Unless there is a specific reason to use an alternate configuration, it's best to use standard logo. Certain designs may work better with the stacked logo.

STANDARD

CITY OF LIVERMORE CALIFORNIA

CITY OF LIVERMORE CALIFORNIA

STANDARD VERTICAL

CITY OF LIVERMORE CALIFORNIA

STANDARD STACKED

CASUAL

"City of" text not included.

Used in special cases where a casual tone is permitted, or where a simpler logo is necessary. Also exists on some older materials.

LIVERMORE CALIFORNIA

LIVERMORE CALIFORNIA

TAGLINE *Includes "There's More Here" marketing text.*

The tagline acts as a marketing message and should be used discriminately when that message is relevant. This language reflects the opportunity for discovery and potential that awaits those unaware of or misguided in their impression of exploring the City.

LIVERMORE CALIFORNIA

THERE'S MORE HERE

FOR CONSISTENCY, THE TAGLINE SHOULD NEVER BE CHANGED TO A DIFFERENT MESSAGE.

ARCHED

For very limited uses, an arched version is possible, but not encouraged. Please contact the Public Information Officer for permission.

CITY OF LIVERMORE CALIFORNIA

LIVERMORE CALIFORNIA

DEPARTMENTS

A customized logo is available for use by departments/divisions. Please contact the Public Information Officer for permission or to be provided a special departmental logo.

CITY OF LIVERMORE CALIFORNIA

WATER RESOURCES

NEW DEPARTMENT LOGOS TO BE CREATED ONLY WITH PIO PERMISSION.

ICON OPTIONS *Can be used decoratively, or as a stand-alone icon, and can use any brand coloring.*

ICONS CAN BE USED IN ADDITION TO, NOT INSTEAD OF, AN ACTUAL LIVERMORE LOGO.

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Incorrect Logo use

Using the logo correctly as outlined in this guide ensures the strength of the logo and ultimately better represents the City of Livermore. There are many ways to misuse the logo and a few common examples are shown on this page.



✖ Do not rotate.



✖ Do not distort.



✖ Do not resize or move elements.

a



✖ Do not add special effects.



✖ Do not use low-contrast.



✖ Do not use too small.



✖ Do not change colors.



✖ Do not change fonts.



✖ Do not crowd.

DO contact the Public Information Officer with any questions:
925-960-4000 / communications@LivermoreCA.gov

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TYPOGRAPHY

Brand Fonts

MOST COMMONLY USED FOR PROFESSIONAL PRINTING. The City uses two fonts: Goudy, a serif font, and the ITC Legacy Sans sans-serif font family. These fonts support the overall identity and should be used whenever possible. Goudy is good for headers and special text sections, not for body text; do not use an italicized or bolded version. ITC Legacy Sans offers several weights, good for overall usage. Both font families may be used on the same piece of communication.

GOUDY

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Goudy: Regular (only) ... ALLCAPS permitted

ITC Legacy Sans

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Legacy Sans: Book	AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz
Legacy Sans: Book Italic	*AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz*
Legacy Sans: Medium	AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz
Legacy Sans: Medium Italic	*AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz*
Legacy Sans: Bold	**AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz**

FONT ALTERNATES

MICROSOFT OFFICE ALTERNATES: below are the alternates to use in Microsoft Office when the main brand fonts are unavailable. These are very common default fonts installed with most Microsoft applications and are good for documents that are being shared across multiple systems.

Microsoft Office alternate to Goudy: Times New Roman

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Microsoft Office alternate to ITC Legacy Sans: Calibri

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

FREE GOOGLE FONTS: below are the alternates to use when the above brand fonts are unavailable. Some apps and online platforms, like Google Docs or Canva, are limited to Google fonts.

Google alternate to Goudy: Libre Baskerville

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

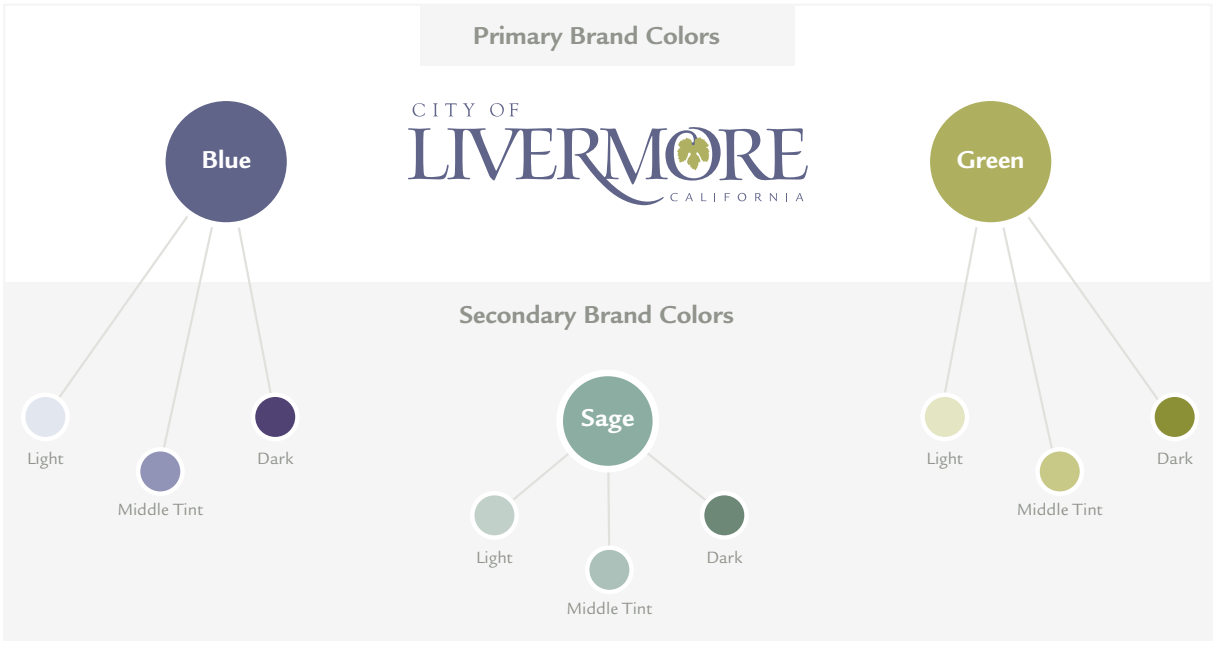
Google alternate to ITC Legacy Sans: Nunito Sans

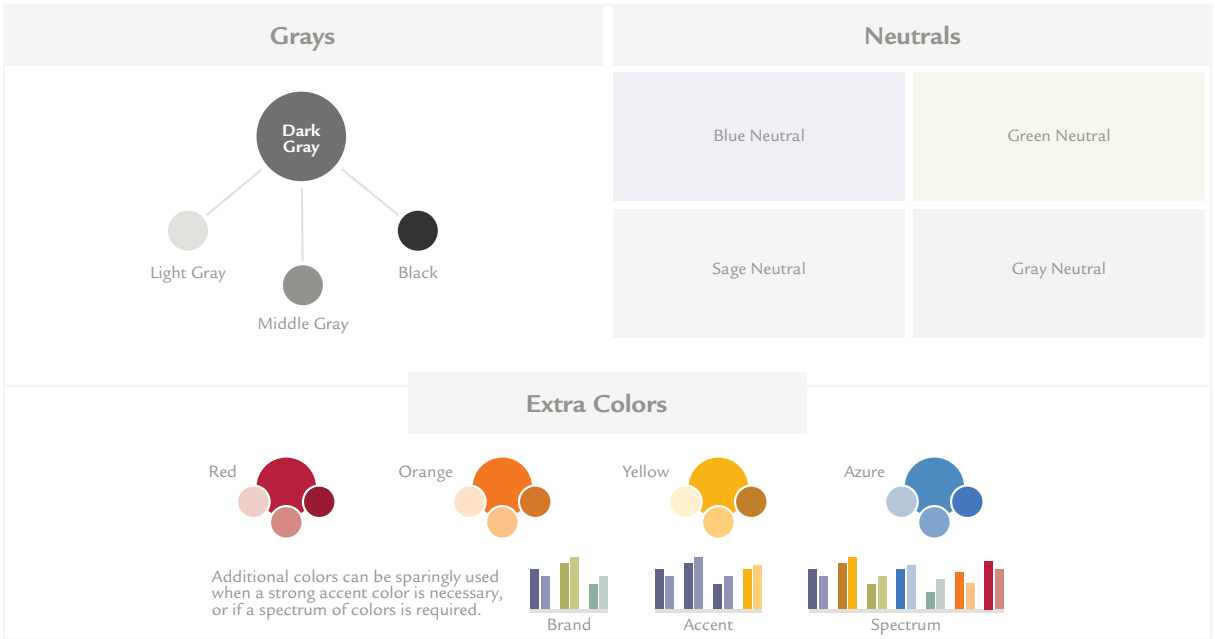
AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

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COLOR

The **primary** Blue and Green signify the City's brand. They are the dominant colors and should be used in everything that represents the City. The **secondary** color palette provides the ancillary coloring that all together create the City's identifiable look and feel. The secondary colors are used in addition to the primary Blue and Green, not instead of them. The grays and neutrals identified here provide additional design flexibility. **Extra colors are provided to use sparingly,** when the existing brand colors simply aren't enough (e.g. as an accent when a strong highlight is needed, or when a whole spectrum is required).





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Color Detail

The brand colors are defined here, for several different formats. Digital/web colors are based on RGB or Hex colors. The printing process uses Pantone inks or CMYK (4-color process) inks. PMS code 'C' indicates an ink used for coated (glossy) paper and 'U' indicates is used for non-coated finishes.

WEBSITE COLORS

	HEX	R	G	B
Blue Dark	#4F4174	79	65	116
Green	#A5A837	165	168	55
Sage Dark	#6D8877	109	136	119
Blue Lt	#E2E8F1	226	232	241
Gray Dk	#435148	67	81	72
Gray Mid	#6B737D	107	115	125

Note: website colors are a subset of the Full City Brand Colors selected for online appearance and contrast.

FULL CITY BRAND COLORS

PRIMARY	PROMINENCE	HEX	R	G	B	C	M	Y	K	PANTONE C	PANTONE U
Blue		#606489	96	100	137	70	62	27	6	5275 C	5275 U
Green		#A5A837	165	168	55	35	22	76	0	5845 C	5845 U
SECONDARY											
Sage		#8CAEA2	140	174	162	41	11	31	6 l	5565 C	5565 U
Sage Dark		#6D8877	109	136	119	59	36	56	4	n/a	n/a
Sage Mid		#ABCLB9	171	193	18S	24	10	19	0	50%	50%
Sage Lt		#C2DLCA	194	209	202	24	14	27	0	15%	15%
BLUE SHADE & TINTS											
Blue Dark		#4F4174	79	65	116	79	83	27	12	n/a	n/a
Blue Mid		#9194B6	145	148	182	56	39	13	0	50%	50%
Blue Lt		#E2E8F1	226	232	241	10	6	2	0	15%	15%
GREEN SHADE & TINTS											
Green Dark		#8B8F36	139	143	54	48	31	100	8	n/a	n/a
Green Mid		#C9CA87	201	202	135	23	12	57	0	50%	50%
Green Lt		#E4E5C3	228	229	195	11	4	27	0	15%	15%

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FULL CITY BRAND COLORS (continued)

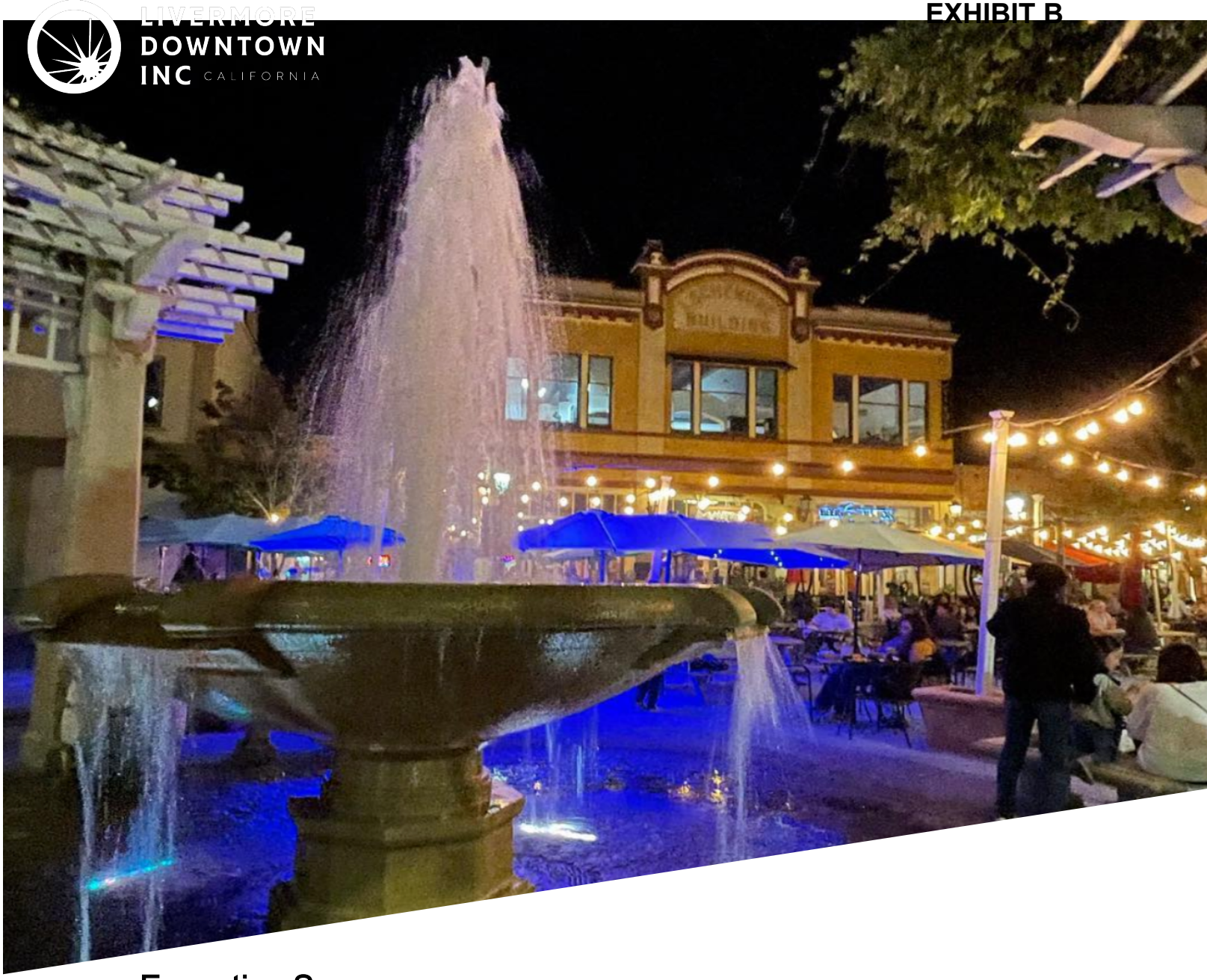
EXTRA COLORS FOR ACCENT OR FLEXIBILITY

	HEX	R	G	B	C	M	Y	K	PANTONE C	PANTONE U
Red	#B7LF3C	182	31	59	20	100	77	10	1945 C	1935 U
Red Dk	#990D31	153	13	49	12	100	69	23	n/a	n/a
Red Mid	#D48A83	212	138	131	10	50	39	5	50%	50%
Red Lt	#F0CFC9	240	207	201	4	20	15	0	15%	15%
Orange	#F47721	244	119	33	4	54	100	0	152 C	152 U
Orange Dk	#D6782A	214	120	42	15	63	100	0	n/a	n/a
Orange Mid	#FCC288	252	194	136	0	27	50	0	50%	50%
Orange Lt	#FFE4CA	255	228	202	0	11	20	0	15%	15%
Yellow	#FBB416	251	180	22	0	32	100	0	130 C	130 U
Yellow Dk	#C37FL3	195	127	19	7	45	100	30	n/a	n/a
Yellow Mid	#FFCE7B	255	206	123	0	20	60	0	50%	50%
Yellow Lt	#FFEFCF	255	239	207	0	5	20	0	15%	15%
Azure	#4D8BBE	77	139	190	71	37	7	0	285 C	285 U
Azure Dk	#4377BB	67	119	187	77	51	0	0	n/a	n/a
Azure Mid	#80A5CE	128	165	206	50	26	5	0	50%	50%
Azure Lt	#B5C6DC	181	198	220	28	15	5	0	15%	15%

BLACKS, GRAYS & NEUTRALS

	HEX	R	G	B	C	M	Y	K	PANTONE C	PANTONE U
Black	#333333	51	51	51	0	0	0	100	PMS Black	PMS Black
Superblack	#000000	0	0	0	60	30	30	100	n/a	n/a
Gray Dk	#435148	67	81	72	70	51	64	38	80%	80%
Gray Mid	#6B737D	107	115	125	61	48	40	11	60%	60%
Gray Lt	#EOEODD	224	224	221	7	5	7	4	8%	8%
Gray Neutral	#F3F3F3	243	243	243	0	0	0	5	5%	5%
Blue Neutral	#F1F3F8	241	243	248	7	5	7	4	10%	10%
Green Neutral	#F1F2E1	241	242	225	0	0	4	4	10%	10%
Sage Neutral	#E0E8E5	224	232	229	n/a				8%	8%

LIVERMORE DOWNTOWN INC CALIFORNIA



Executive Summary

2022/23

Annual Report

2155 3rd St, Livermore, CA 94550 | (925) 583-5242| LivermoreDownton.com

LIVERMORE DOWNTOWN INC CALIFORNIA

To: Brandon Cardwell
Innovation and Economic Development Director

From: Ruby Lopez-Villarreal
LDI Executive Director

We are proud to submit this 2022/2023 Annual Report as agreed upon in our City of Livermore Annual Grant Partnership. This year continued to bring growth to downtown. The zeitgeist downtown was positive, exuding a rebirth of energy post-covid with great synergy between our community and the downtown business core. We continued to see a strong community presence at downtown events including thriving farmers markets, the Livermore Downtown Street Fest and great participation amongst our family of small businesses.

The Livermore Downtown Inc. team continued to be an essential advocate for our downtown businesses and a fundamental partner for the City of Livermore. LDI continued to be a valuable resource disseminating pertinent information ranging from ongoing construction projects, to outdoor dining policies and sound ordinances, to ABC training with LPD. LDI also continued to serve as a direct conduit of communication between the business community and the greater community, the property owners and the tenants and the City and the businesses.

Livermore Downtown Inc. has continued its designation as a National Main Street Program and California Main Street Program to provide resources, advocacy and guidance at both the State and National level. We look forward to continuing this vital partnership as we elevate the overall downtown experience and work to put Livermore on the National stage.

I'd like to share our updated Vision and Mission with you:

Vision: Livermore Downtown Inc is committed to keeping the heart of Livermore strong so the entire community can thrive.

Mission: Through partnerships, LDI advocates for our downtown business community, by promoting economic growth, preserving our heritage, attracting tourism and fostering an environment where families want to live, work and play.

Together we can continue to ensure Livermore is a leader in innovation, tourism and business.

Together we can continue to advance the Downtown Core and beyond.

Ruby Lopez-Villarreal
Executive Director, Livermore Downtown Inc.

LIVERMORE DOWNTOWN INC CALIFORNIA

PROMOTION EVENTS OVERVIEW

An important focus of Livermore Downtown Inc. is the production of events and festivals in and for the downtown community. We believe that these events encourage and expand the vibrancy of Livermore as not only a Bay Area destination, but a National one as well. The focus of our events is to get people into downtown to patronize our businesses and showcase the beauty and uniqueness of our western heritage charm, while also highlighting Livermore's innovation, sciences, arts and beer and wine region. We believe that people who come to Downtown Livermore for events find many reasons to come back.

Livermore Downtown Inc. produces the following events in Downtown Livermore:

LIVERMORE DOWNTOWN INC CALIFORNIA



Host: 2022 4th of July Fireworks

Livermore Downtown Inc partnered with the City of Livermore to produce the “United We Shine” Community Fireworks Show, which drew approximately 12,000 people to downtown Livermore for a magical evening of community. This event is a community give-back, in that this is not a fundraiser for LDI, rather a free community event that we produce for all to enjoy. In the past, the majority of downtown businesses surveyed have reported a decrease in sales when hosting a fireworks celebration within the downtown core. This year, in an effort to mitigate negative economic impacts, LDI partnered with the city to give free glow items to the community. LDI coordinated with the downtown businesses who distributed the glow items to the community in an effort to draw patrons into their doors and ultimately increase revenue for the day. Livermore Downtown Inc surveys our businesses after every event and we found that 100% of businesses who participated in passing out glow sticks saw not only an increase in business compared to previous 4th of July days, but they saw an increase in business compared to a normal day of sales as well! We are proud and grateful for the opportunity to have partnered with the city to bring this festive evening to our community in beautiful downtown Livermore.





LIVERMORE DOWNTOWN INC CALIFORNIA



Year-Round Sunday Farmers Market and Thursday Evening Seasonal Market

LDI continues the partnership with their contracted market operator, Foragers Market. Our goal is to curate the best farmers' market experience in the Tri-Valley region by focusing on community engagement and quality vendors with an emphasis on local Livermore Made. In 2023, our market operator set out to add more agricultural products, specifically organic growers, pasture-raised meats, and cheeses, to the market.
Our year-round Sunday market and our Summer Thursday evening market continue to thrive and grow in vendors and in attendance. Our downtown district continues to see an increase in traffic on Sunday and Thursdays as our farmers market draws in morning produce buyers who stay to shop, dine and enjoy our downtown businesses.

CHALLENGES IN THE FARMERS MARKET INDUSTRY

2023 proved to be a difficult season for our Market Operator and the organizations that make up the farmers market industry. The early months of the year were battered by tremendous rain and cold, washing out multi-generational farms and destroying crops primed for the spring. Later months have been filled with extreme heat, limiting fieldwork. Inconsistent weather patterns have caused crop delays, pushing most traditional seasons out at least one month. Rising costs associated with maintaining organic certifications began to rise, causing traditional organic growers to stop the

LIVERMORE DOWNTOWN INC CALIFORNIA

renewal of their organic certification. Farms have faced workforce issues and have been limited on fieldworkers and their ability to plant and harvest. Food purveyors have had to cut down markets, alternate weeks, or stop altogether as salespeople and market help have become challenging to find.

SUCCESSES

Still, despite these challenges, our farmers market has sustained and our operators have continued to successfully grow our Livermore market. Additional community partnerships have stemmed from our market. We've continued to be able to bring greater accessibility and food security for healthy foods to those with increased need in our area. The market has had a great economic impact. The market has been so successful it draws folks from beyond Livermore and also the attention and accolades from our neighboring city's local publication.

Media Coverage

Pleasanton Weekly April 2023

An excerpt from the article can be viewed in the image on the right.



Community Partnerships

This year our market operator, Foragers Market partnered with Sandia National Lab to promote the market and attend their employee-only event. There, they promoted our markets, interacted with Sandia Lab employees, and gave out Livermore Downtown market bags. They attended alongside other current Livermore Downtown Farmers Market vendors. Our farmers market operator, Foragers Market, also partnered with the City of Livermore to host a popup/pilot farmers market in Springtown at Leo R. Croce elementary school. For this event, they coordinated seven of our downtown vendors to set up a small farmers market. This included: Rojas family farm, Esquivel Vegetable

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Farm, Dan Good Cookies, Yellow Hammer Woodfired Pizza, Colibri Specialty Coffee drinks, Hummus Heaven, and Color of Fresh Salad and Soups.



Our market operator has also continued a vital partnership with Culinary Angels and the Tri-Valley Haven that has allowed our market to donate 600 pounds of fresh produce and food to local members in need, from April to July 2023!

Food Accessibility

Through our market's continued efforts with SNAP EBT, Food Stamps, WIC and CalFresh, we have been able to distribute over $25,000 dollars since inception for families to spend on healthy food and produce options.

What is EBT?

Electronic Benefits Transfer (EBT) is an electronic system that allows a Supplemental Nutrition Assistance Program (SNAP) participant to pay for food using SNAP benefits. When a participant shops at a SNAP-authorized retail store, their SNAP EBT account is debited to reimburse the store for food that was purchased.

What is WIC?

The market was just authorized to accept WIC this month. The WIC Farmers' Market Nutrition Program (FMNP) is associated with the Special Supplemental Nutrition Program for Women, Infants, and Children, popularly known as WIC. Eligible WIC participants are issued FMNP coupons in addition to their regular WIC benefits. These coupons can be used to buy eligible foods from farmers, farmers' markets or roadside stands that have been approved by the state agency to accept FMNP coupons.

ECONOMIC IMPACT

Cultivating Local Livermore Business

Part of the Livermore Downtown Farmers Market's mission is to incubate, nurture and energize local entrepreneurship to create self-sustaining businesses, especially for Livermore locals. To aid this mission, we partnered with Livermore's Cabana Dave and his new incubator kitchen to review and onboard Livermore local food enterprises that meet our quality standards. In 2021, we onboarded 15 Livermore-based food/farm/craft businesses. In 2022, we onboarded seven new local businesses, and in 2023 we grew to add 12 Livermore-based businesses. This does not include the numerous LDI-sponsored booths and companies that regularly pop up at the market.



Alden Lane Nursery (new)	**Micro Dreams (new)**
Anthony Scott Catering	**Olivina (new)**
Bootin' the Gluten (new)	**Papa's Dumpling**
Charlie MJ Home Decor (new)	**Pastabilities**
Crossroad Growers	**PG Organix**
Dan Good Cookies	**Rose Ranch Eggs**
Dan Marciel Farms	**Sausage King**
East Bay Artisan (new)	**Shadow Puppet Brewing Company**
Gerard'Z Honeybees	**Smoke Cellar BBQ**
Harina Baked Goods (new)	**Smoothilicious**
HP Taco (new)	**Tri-Valley Woodworks (new)**
J+C Creamery (new)	**Wine Barrel Innovations**
Livermore Lumber (new)	**Wingen Bakery**
The Mego Kitchen (new)	

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Cultivating Agricultural Offerings

With the loss of some agricultural vendors and challenges in the early part of the year, our market set out to increase the fruits, vegetables, organic produce, meats, dairies and cheeses. With this, our market added 12 new agricultural vendors.

Achadinah Family Creamery (new)	**Pasture raised meats and cheeses**
BR Beef (new)	**Pasture raised Beef**
COI Farms (new)	**Asian vegetables**
Esquivel Farms (new)	**Traditional vegetables**
Ghiggeri and Stonebarger Farms (new)	**Sought After Brentwood Corn**
JJ Ramos (new)	**Stone fruit, Citrus, Melons and Nuts**
Medrano Flowers (new)	**Fresh cut flowers and herbs**
Oaxax Organic Farm (new)	**100% Certified Organic Produce**
Olivina (new)	**Locally grown and milled olive**
Sweet Tree Farm (new)	**Citrus and Stone Fruits**
Triple Delight Blueberries (new)	**Blueberries**
Very Mulberry (new)	**Unique and sough-after mulberries**

SOCIAL MEDIA & MARKETING

Livermore Downtown Inc works with Foragers Market to actively promote and engage on Livermore Farmers Market social media channels. Our farmers market social media following went from zero to 5K in 2 years and grew to 6.8k followers from 2022 to 2023. Our social media plan for the farmers market is to promote Livermore Downtown as a destination place to experience the best farmers market in the entire Tri-Valley region. The use of high-quality photography, storytelling, and active community engagement has allowed us this rapid social following.

Our market operator runs a combination of social media ads through Facebook and Instagram, paper and print in local editorials, and traditional leafleting in neighborhoods

and downtown. All marketing material is updated annually with a strategy that is highly targeted based on seasonality. Marketing efforts run year around.





This year our market operator commissioned and released a new market poster featuring Laeti and Ari of Florescent Farm. Florescent Farm is a hyperlocal Livermore farm known for its beautiful gem lettuces and a variety of seasonal vegetables. The poster is originally adopted from an oil painting painted at the farm. We also created and promoted market bags exclusively for the Livermore Farmers Market, creating awareness, recognition, and goodwill within the community.

Demographics

We now attract over 3,500 unique visitors from all over the bay area to our popular Sunday Farmers Market. Our Thursday Night Farmers Market is slightly lower, with around 2,500 visitors each week with heavy local attendance. ‘Thirsty Thursday at the Farmers Market’ which is produced by Livermore Downtown Inc is held on the third Thursday of the month from June-September and draws a larger crowd with an estimated 3,000-4,000 people in attendance. In addition, ‘Family First Night at the Market’ which is produced by Livermore Downtown Inc and occurs monthly on the First Thursday from June-September also has an added draw and boost in attendance.

Below is a breakdown of demographics from the 6.8K followers on Instagram (@LivermoreDowntownFarmersMarket only, not including @LivermoreDowntown):

City	Age Range:	Gender:
44% Livermore	36.1% (35-44)	78.8% Women
5.1% Pleasanton	31.5% (25-34)	21.1% Men
3.9% Dublin	16.3% (45-54)	
2.4% San Ramon	7% (55-64)	
2.5% Tracy	5.3% (18-24)	
	2.8% (65+)	
	.6% (13-17)	



Family First Nights

Livermore Downtown Inc produces Family First Nights as a community give-back to give families a positive, safe and entertaining space to enjoy once a month during our Thursday summer farmers market. Family First Night is the First Thursday from June-September and features free kids activities. Each month brings a new theme along with a new partner!

In 2022, Livermore Downtown Inc partnered with our Family First Night Sponsor, Team Martial Arts to provide free, themed evenings. Themes included, “Animal Kingdom Night” with LARPD and a Livermore 4H club, “Western Night” with The Livermore Rodeo Association, “ARTS Night” with the Livermore Art Association, SPARC and the Livermore Drum Circle. Another fun evening was “Science Night” with the Quest Science Center where we partnered them Team Martial Arts. Together they were able to create a unique science experiment in which kids could kick and punch bags while measuring their force! An innovative way to pair science with martial arts at Family First Night! Family First Night has quickly become a community favorite, creating special days for our families to enjoy over the summer. It also gives LDI the opportunity to work with and highlight our community partners while bringing traffic to downtown.







Thirsty Thursday

The Third Thursday is always “Thirsty Thursday” at the summer farmers market, thanks to Livermore Downtown Inc! LDI brought together the best of the Livermore Valley Wine and Beer region when they once again highlighted a new winery and brewery each month, paired with a cool, local band and local businesses. Thirsty Thursday was another summer hit. Thirsty Thursday draws additional people to downtown and the market monthly, while also promoting our community partners. In 2022, Livermore Downtown Inc was able to give opportunities to 32 local businesses to promote themselves as well as 4 local bands, this is in addition to the existing businesses, farmers, bands and makers already appearing at the market regularly. This year we brought Pennyweight Craft Brewing, Shadow Puppet, Altamont Beer Works and Sierra Nevada to downtown as well as Big White House & John Evans Cellars, Cuda Ridge Winery, Steven Kent Winery and Leisure Street Winery.





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Kidz Town Halloween Hay Day

Stockmen's Park once again transformed into a Halloween hub for the Livermore Community and beyond to gather for Halloween activities on October 29th, 2022. Downtown played host to local vendors, businesses and makers to showcase their



products and provide activities for kids. Restaurants, retailers and sidewalks were bustling with trick or treaters and their families in costume shopping, dining and enjoying downtown. Downtown businesses once again joined forces to provide a safe and interactive Trick or Treat experience throughout downtown, with 53 businesses participated in the Trick or Treat Trail and Stockmen's Park activities. Kidz Town creates a huge draw of folks





from the entire region, coming to Livermore Downtown for a traditional Halloween experience and staying to support the restaurants and businesses. The tremendously popular costume contest drew thousands of people with prizes being provided by downtown partner, Mozart Earhart and Me. Dignitaries from the City of Livermore, LVJUSD, Livermore Sanitation, Innovation Tri-Valley, LPD and Livermore Downtown Inc all came together to serve as judges for the contest that also provided a nice way for them to be in touch with the communities they serve. Livermore

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also partnered with Quest Science center to bring innovative, Halloween-themed science experiments to the Stockmen's Park area for the kids. In gathering post-event feedback, Quest Science Center said, "Thank you for working with us on the event Saturday! It was a wonderful success. We had 1237 people come to our area alone, so I suspect there were a lot more at the larger event. Looking forward to more collaborations in the future." LDI estimates that Kidz Town drew approximately 10,000 people to downtown. In our post-event survey to the downtown businesses, the majority of businesses reporting stated that their sales were higher than an average Saturday, some even saw an 80% increase in business. Businesses also said that Kidz Town was successful in promoting downtown and drawing new and potential future customers.



Livermore Valley Made Pop Up Market

The Livermore Valley Made Pop Up Market took a brief hiatus in October 2022, but a grand return for Fall of 2023 is planned with expanded use of "The Lot On First". To recap the 2021 event, Livermore Downtown Inc hosted a Pop-Up Market at Stockmen's Park which featured local music, food, artists and crafters and an estimated 1,000 attendees. LDI offered FREE booths to local Livermore Valley Makers who wished to participate. Livermore Downtown created this event to support local small businesses and makers and to give them a platform to showcase their products and promote their businesses. The pop up coincided with the launch of the new website feature, a Livermore Valley Made Makers directory! The page is dedicated to local makers and

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designed to be utilized by local and visiting consumers looking to support local makers. The upcoming 2023 Livermore Valley Made pop-up will coincide with the newly invigorated campaign to promote “The Lot On First” as a pop-up location available to local makers and small businesses.



Witches Night Out

In 2022 Witches and Warlocks from the region once again ascended upon downtown Livermore for the annual Witches Night Out festivities. 2022 brought the return of the newly revamped “Patio Takeover” experience plan in partnership with participating restaurants titled, Witches Night Out, Moonlight Shopping and Dining”. The event was held on October 5th. LDI handled all of the booking logistics for downtown businesses and sold-out restaurants with patio dining for groups who would then partake in a fun, witch-themed dining experiences. LDI sold the seats for $10 as a donation to Livermore Downtown Inc. and the restaurant sold the food and beverage experience directly. The evening’s timeline is set up so that there are two waves: The first wave of witches dining while the other witches shop and then the second wave flip-flops so that happy diners can now





shop and shoppers can dine! We also kicked off the evening with a “Witchy Warm Up” at Livermorium Plaza where Joya Yoga pumped the music and led witches in a fun, choreographed routine as an event ice breaker. Imagine a costume-filled plaza with witches dancing, it was a hit!



This is a sell-out event every year, selling out restaurants and packing shoppers into retail locations providing all downtown businesses with higher sales than a typical Wednesday and a major economic boost to downtown. This event continued to grow and raised over $3,000 more than the previous year with a net of $13,320 in funds raised for the Livermore Downtown Inc. program alone. Analytics tell us that this event is successful in creating the regional draw that LDI is intending. Estimated attendance was approximately 5,000. The data shows that 42% of the attendees are from Livermore, 14% of the attendees are from the remaining Tri-Valley area and an amazing



56% of attendees are from outside of the Tri-Valley area including the areas such as San Jose, San Francisco, Oakland, Stockton and beyond. Data shows that the 2022 Witches Night out had participants from as far as Florida, Texas and Maryland. We are thrilled with the draw that this event is creating. In 2022, we even had a Main Street Association from another city come to visit Livermore to learn how we put on this event so that they could recreate the event for their city! In our post-event survey to the businesses, 100% of participating restaurants and retailers reported an increase in revenue and business over a usual Wednesday. The most encouraging piece of data that we found was that even the majority of businesses who did not formally participate in the event reported higher sales and business this day over a regular day. Our survey also discovered that of the

businesses who did not participate this year, most of them expressed an interest in participating the following year. Some of the participating Restaurants included: Rosetta Espresso, Bruno's, Demitri's Taverna, The Riata, Sauced BBQ and Spirits, Miel de Agave Azul, Aviation Bar and Grill, La Botica, Beer Baron, El Charro, First Street Alehouse, Simply Fondue, Zephyr Grill & Bar, Locanda and First Street Wine Co. This year we are thrilled to add to the downtown lineup! In addition, 15 retail locations also participated with fun activations and promotions to draw in patrons to downtown and boost sales.



Earlier Than the Bird

Earlier than the Bird proves to be the biggest, most successful shopping day of the entire year, with businesses reporting the highest sales of the year every time. It's a day



that businesses and shoppers alike await all year long as approximately 3,000 shoppers and pajama-clad attendees flood downtown in their pajamas and cozy ropes at 7am to get the best deals on unique finds. Earlier than the bird is strategically schedule the Saturday before Thanksgiving so that Downtown Livermore can draw in holiday shoppers well before Black Friday and Small Business Saturday. This event has proven itself highly successful as businesses report higher sales than the previous year for another year in a row!



Aside from Earlier than the Bird giving a major economic boost to our downtown business core, the event also provides tremendous support to our local non-profit partner, Tri-Valley Haven. As you may be aware, Tri-Valley haven serves victims of domestic violence, sexual assault or homelessness. The holidays are a great time for gift drives around the nation, as community members purchase and donate toys to kids in need. Livermore Downtown Inc along with Tri-Valley Haven, discovered that the teen demographic was traditionally the "forgotten demographic" of holiday gift drives. Tri-Valley Haven was reporting a shortage of gifts for their families with teenagers. Since discovering that sad statistic, LDI stepped up to make a change. Now, Earlier than the Bird also concurrently holds a teen gift drive along with the shopping event. LDI works with the Downtown Businesses who select the perfect teen gifts so that shoppers can pick up toys for the Tri-Valley Haven gift drive while doing their normal holiday shopping. This event is keeping shopping dollars hyper local and also brightening the holidays for Tri-Valley Haven families! In 2022, the Tri-Valley Haven team reported that they needed multiple vehicles to transport the donations made to Tri-Valley Haven.







2022 brought many enthusiastic participating businesses including: Sweet Hope Soap Co., B12 Love, Prints & Pints, Baughman's Western Outfitters, Muse & Mane Hair Studio, Pedego Electric Bikes, Caratti Jewelers, 4 Seasons Salon, Covet Boutique, Espresso Rosetta, First Street Wine Co., Joya Yoga, L'evation Salon, Flaca's Chips and Salsa, Main Street Design, Mozart Earhart & Me, Murphy's Paw, Olive Oil Pantry, Sunrise Mountain Sports, The Holiday, Therapy Stores, Towne Center Books, Purpose Built Trade Co., Up Town Girl Boutique & Salon and Bodega Bohéme, The Riata, Strizzi's, The Press and Wingen Bakery.





Holiday Village in the Park

Holiday Village in the Park is how Livermore kicks off the holidays! Making its debut in 2021, 2022 was the first annual and it did not disappoint. Holiday Village is always the first Friday in December, the day before the Holiday Sights and Sounds Parade. Carnegie Park was transformed into a dreamy holiday village, which is now described as being "like a real-life Hallmark movie"! Local makers, artists, crafters, small businesses and micro businesses are all invited to host a booth at Carnegie Park as a way to promote their brands,



sell their products and connect with the community. All of the booths are required to have festive lighting, creating a twinkly winter wonderland throughout Carnegie Park.



Additional holiday ambience is set by adding in snow machines for the little ones to frolic in, hiring local musicians, a DJ spinning festive tunes and even roaming holiday characters who greet the community. This year over 30 local businesses participated in the annual Holiday Village in the Park event. Booths graced the perimeters and lawn of Carnegie Park featuring local makers with unique holiday gifts and crafts, holiday foods and treats, promotional items and more. Marcel Orthodontics loves to sponsor this event, bringing the bandstand to life with a crew of elves and Santa himself! This offers families the ability to take photos with Santa free of charge and memories to last a lifetime. Local Realtor, Denise Faenzi-Williams sponsored roaming characters such as the candy cane princess and the gingerbread girl. The FREE Santa photo op, is now a sure-way to create a huge draw to downtown as parents can snap pictures of their families with their own cameras, a rare find these days. Families can avoid Santa mall visits and instead come to downtown for Santa and the holiday village and stay to explore the rest of Livermore! Another fabulous feature that you'll discover at Holiday Village is local wine and local beers. For the 2nd year in a row, Wood Family Vineyards concocted a special mulled wine just for Holiday Village in the Park and for the second year in a row, it was a sell-out! It is now one the most loved traditions of the event. Pennyweight Craft Brewing also brought some of their best sellers to





Carnegie Park for folks to enjoy. The 2022 Holiday Village in the Park was once again a community give-back for this in that it did not serve as a fundraiser for Livermore Downtown Inc., rather a way to gather community. We estimate approximately 3,000 attendees. LDI is looking to grow Holiday Village in the Park so that it can be a sustainable event for years to come.

Home for the Holidays, Sights and Sounds Parade



The Holiday Sights and Sounds Parade is always held on the first Saturday of December, the day after Holiday Village in the Park. This year the event fell on Saturday, December 3rd. It was a rainy day, but not even the rain could scare away our community or put a damper on their holiday spirits! We estimated about 10,000 folks came downtown to enjoy the parade. LDI had approximately 1,712 participants in the parade, including 63 confirmed units with only a few no-shows due to the rain. 16 of those units were corporations or businesses looking to highlight and promote their organization. We also hosted three marching bands and colorguard teams. 40 units were children's organizations, schools and nonprofits, offering a special way for family centric



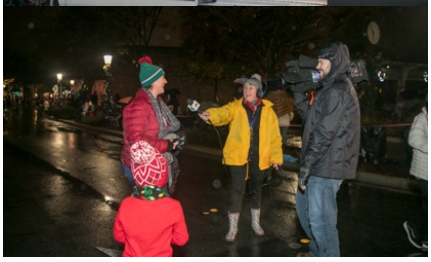


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organizations to connect and kids to have fun! Four of the parade units were Police, Fire and First Responder units. The Holiday Sights and Sounds parade also hosted several dignitaries including the City of Livermore Mayor Woerner and the Council Team as well as City Manager Marysheva who was gracious enough to join us on the main stage.







This year we partnered with TV30 broadcast the parade LIVE on television for anyone who wished to watch from home or catch it later with our community tv partner. Livermore Downtown Inc also launched a new interactive parade webpage where the community could view the live line-up, learn more about the participants and also vote for their favorite unit!

The Holiday Sights and Sounds Parade is a fantastic way for local businesses and organizations to highlight and promote themselves to a greater audience while keeping local dollar right here in Livermore! Even during the rainy parade evening, downtown businesses were full with shoppers and diners. Per our usual tradition, Santa Claus himself joins us on the stage to lead the community on a countdown for the official tree lighting ceremony. The gorgeous animated holiday tree was lit at Lizzie Fountain for the holidays and the holiday season was officially in kicked off in our beloved Livermore.





You can see the 2022 lineup and additional statistics here:
https://app.paradecloud.com/lineup/724/aebed33

PARADE SUMMARY

Confirmed Units	Total Participants	Total Unit Length
63	1,712	1,555 feet

Unit Types

Corporate/Business	Music - Marching Band	Non-Profit, Children, Animals & Other
16 Units 25% of parade	3 Units 5% of parade	40 Units 63% of parade
Police/Emergency		
4 Units 6% of parade		

Unit Travel Modes

Equine/Livestock	Float - with Truck	Vehicle - Multi (Car)
4 Units 6% of parade	32 Units 51% of parade	6 Units 10% of parade
Vehicle - Single (Bus)	**Vehicle - Single (Car)**	**Vehicle - Single (Truck)**
3 Units 5% of parade	3 Units 5% of parade	5 Units 8% of parade
Vehicle - Tractor/Trailer		
9 Units 14% of parade		



Livermore Valley Half Marathon

Livermore Downtown once again hosted the Livermore Valley Half Marathon. This year the Livermore Valley Half Marathon was a "Best of the Bay" voted course! The half marathon took place on March 5th, 2023. This year brought around 2,000 runners drawing a wide demographic ranging from 81 years old to 10 years old. The half marathon also had an impressive national draw with runners representing 16 states including Hawaii, Maryland,





Kansas, Washington, Colorado, Texas, Nevada, New Mexico, Idaho, British Columbia, Canada, Oregon, Utah, Arizona, Illinois, Massachusetts and Pennsylvania. There was also some international participation with runners joining from as far as British Columbia, Canada and Niteroi, Brazil.



The race once again served as a great platform to showcase the best of the Livermore Valley, including the finish-line celebration which features downtown and local small businesses as well as up and coming names that bring additional marketing attention to Livermore.
The finish line celebration, aptly named, the “Finish Wine” featured 13 local award-winning breweries and gold medal wineries. Some of the featured wineries and breweries included: Altamont Beer Works, River’s End Brewery, Farmers Brewing, Dust Bowl Brewing Company, Steven Kent Winery, Charles R. Vineyards, Concannon Vineyard, Fenestra Winery, Wente Vineyards, Page Mill Winery and more.



Some of the local businesses that participated in the finish line celebration and were able to highlight their brand to thousands were: Joya Yoga, Livermore Grocery Outlet, Purple Hayes CBD, Haque Chiropractic, Wingen Bakery and Rosetta Roasting.

The Livermore Valley Half Marathon also serves as a great platform for local organizations to give back. This year the half marathon was supported by 100 volunteers, representing 16 cities from in and around the Tri-Valley, donating over 300 hours to support the Livermore community. Volunteers participated from as far as Oakland, Sacramento, Campbell and even Florida! Volunteer groups also include Livermore Students from the Livermore National Honor Society, San Ramon High School and the Dougherty Valley National Honor Society.





The National Charity League was able to clock in community service hours needed for college admissions through collaboration with Livermore Downtown Inc. Through their support, Livermore Downtown Inc brought in over $8,000 via the marathon in funds raised to support annual programming. Packet Pickup parties across town also drew crowds into various businesses such as Almost Famous Wine Bar, Altamont Beer Works and the Bankhead Theater.

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Kindness Week!

The week before Street Fest
May 14-22

Let's spread the positive vibes!



Livermore Downtown Kindness Campaign

2022 was the inaugural year for "Kindness Week" in downtown Livermore. Livermore Downtown Inc wanted to really infuse positivity back into our community last year with the return of Street Fest, post-covid, so we started the "Kindness Campaign". The kindness campaign truly was born out of the need to foster positivity and good vibes as rising incidents of public safety issues arose in the news around the country. Livermore Downtown Inc wanted to be a part of the solution and so began the weeklong campaign which is a celebration of kindness in downtown Livermore. LDI created inspiring, uplifting and fun posters that were sprinkled throughout the downtown core. The posters were met with a lot of enthusiasm from the community, who was happy to see the posters return for 2023! We received a lot of feedback from people who went out of their way to let us know how much the positive posters "made their day" or "lifted their spirits". We received a note from a local mom who said she drove through downtown on the way to drop her kids off at school every morning, because she felt it started their day on a positive note. This is exactly what LDI





was hoping to accomplish with the Kindness Campaign and we're so thrilled that we succeeded once again.



The Kindness Campaign not only served as a way to spread love and kindness, it also served as a great promotion piece as folks on social media were encouraged to snap pics with the posters and share them, further spreading the kindness and promotion of Livermore Downtown. These signs created a social media buzz and also set a positive tone for the Street Fest the following week. Street Fest was once again met with love and positivity and there were once again zero Street Fest related incidents to report! We call that a success!



Livermore Downtown Street Fest

The Livermore Downtown Street Fest was once again a huge success bringing our community together to celebrate the best of the Livermore Valley. Downtown Livermore played host to an estimated 100,000 people over the entire festival weekend. Downtown restaurants and retailers showcased their next level hospitality with unique





offerings and eclectic menus. This year we saw in increase in vendors over last year, as over 120 vendors lined the streets of downtown bringing with them everything from hand-made items, arts, crafts and delicious festival faire inspired food.

The Livermore Downtown Street Fest also provides an opportunity for our local businesses to show off their hospitality chops, amazing products and wonderful menus. LDI once again invited businesses within the downtown core to participate in a campaign that was launched last year during Street Fest, called “Downtown Festival Features”. LDI is aware that while thousands of folks ascend upon downtown to enjoy local wines, beers and foods, we also have many local vendors right outside of our retailers doors. This is why LDI launched “Festival Features” as a way to promote specifically what specials our downtown core businesses are offering to festivalgoers. We highlighted special events, activations and promotions they would be hosting in order to draw in more business.





Equally as important is that Street Fest provides an opportunity to feature our community partners as we showcase local wineries and breweries. This year several brands joined us including Shadow Puppet Brewing Company, Pennyweight Craft Brewing, Sakura Winery, McGrail Vineyards and Winery, Murrieta’s Well, Cuda Ridge Wines,

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Wood Family Vineyards, Wente Vineyards, Steven Kent Winery, Charles R Winery, Dust Bowl Brewing Company, Altamont Beer Works and Sierra Nevada.



LDI was also able to give opportunities to 14 local and upcoming bands to perform and promote themselves as well as our local drumming group who warmed up Bankhead Plaza pre-show. All of these groups got to perform on the Street Fest stages which draw great crowds and publicity for them.



Kindness Week in Downtown Livermore which ran from May 14-22 was a hit as the community enjoyed the uplifting signs throughout downtown that really set a positive tone for festival weekend.

The Livermore Downtown Street Fest provides a major positive economic boost to the Tri-Valley drawing thousands of people who visit for festival week. The festival also created over 100 job opportunities during the weekend. The Street Fest team worked with local organizations to provide more than 70 volunteer and community service opportunities as well as fundraising opportunities for local non-profit and youth organizations. The LHS Dance Team sold water at Street Fest and raised over $1,600 for their team and one local Boy Scout troupe was also able to raise money while supporting LDI and clocking in community service hours.



More than 50 organizations had the opportunity to promote their businesses via the Livermore Downtown Street Fest where they were able to connect directly

with the communities and consumers and secure future business and growth. The 2023 Livermore Downtown Street Fest is produced by Livermore Downtown Inc and



sponsored by several organizations who support LDI in bringing this wonderful event to our community. This year LDI was supported by the following sponsors: Stanford Health Care Tri-Valley, Pinot's Palette, Sweet Hope Soap Co., Swirl on the Square, Prints & Pints, Tap 25, US Foods, Alameda County Supervisor David Haubert, City of Livermore, Livermore Sanitation, Upstage Productions, Bay Home and Window, Sierra Nevada Brewing Co, Xfinity, Team Martial Arts, Joya, California Water Service, LivermoreVine.com, and Jolli Faces.

In our post-event survey to businesses within the downtown core, the majority of businesses reporting stated that they saw in increase in sales on Saturday AND Sunday over a regular weekend in Downtown Livermore. One business reported an 18% increase in sales from last year's street fest weekend and an astounding 300% increase in sales overall from a normal weekend! Another business reported a 200% increase in sales and another business reported sales doubled from a regular weekend. Most of the businesses reporting stated that they saw a 50% increase in sales over a regular weekend. One business reported that their customer base on festival weekend as made up of 90% festivalgoers and 10% regular customers. Not a single business reported a decrease in sale of business over the festival weekend and every business reported that they felt Street Fest brought in potential future customers or business. The 2023 Livermore Downtown Street Fest was a successful, safe and happy community event with zero Street Fest related incidents reported and we can't wait to elevate the experience further next year.



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Business Communications/ Economic Vitality/ Design/Promotion

Livermore Downtown Inc provides support to the City of Livermore and the local businesses by providing on-going tenant and property owner outreach, working with businesses on permitting and compliance issues, actively recruiting potential businesses and serving as the conduit between city leaders and departments and the downtown businesses. LDI assists the City of Livermore to identify and engage in downtown design elements and activating spaces and programs vital to the Downtown and City. LDI also identifies and develops new ways to continue business promotion!

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Business Communications & Economic Vitality:

Working with businesses on permitting and compliance issues

In July of 2022, Livermore Downtown Inc helped downtown businesses who still needed compliant fencing for the outdoor dining season to get quotes at a reduced cost. LDI worked closely with local fence company, Calco Fencing, to contact each business, measure each area in need and provide quotes for the coming season. With Livermore Downtown Inc assistance businesses who were still in need of compliant fencing were able to obtain the fencing before the 2023 outdoor dining season. LDI managed the list of businesses who were still in need of compliant fencing and maintained communication with them and the City of Livermore Community Development and Planning team along the way. Furthermore, as we connected these businesses with a Livermore local fencing company, we were able to keep Livermore dollars in Livermore!

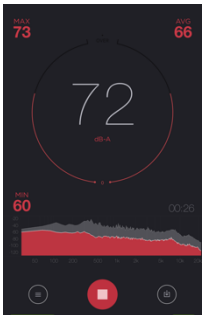




Proposed Pilot Program – Outdoor Music

July through September of 2022, Livermore Downtown Inc worked with the City of Livermore's Community Development and Planning Team to support as they began developing a Pilot Program to assist in the application, regulation and enforcement of outdoor music. LDI aided in measuring and observing sound. We conducted outdoor music tests with decibel measuring devices in an effort to help the City form a policy for outdoor music, including live and amplified sound in downtown. This pilot program was





to support an effort to properly regulate noise, while still supporting businesses and protecting the overall ambience and feel of downtown. Livermore Downtown Inc worked to notify businesses and the public of the tests in order to mitigate complaints. LDI also held tests in various locations including coordinating with the owner of Rebel Kitchen to use their restaurant and sound system in one of the testing processes. Teams, including LDI staff, strategically positioned themselves in various locations and tested at varied distances in order to measure decibel levels. There were several days of testing throughout downtown, including days when LDI tested alone at live event functions downtown and provided reports of the outdoor setting and decibel levels.



Outdoor Dining Policy Outreach & Design

In 2022-2023 Livermore Downtown Inc continued to worked with the City of Livermore to ensure that downtown businesses were in compliance with permitting and outdoor dining polices. LDI held meetings to remind the downtown businesses of the upcoming outdoor dining seasons and the changes they would encounter as well as how to be in compliance. LDI also helped businesses to acquire proper fencing at a reduced cost. Livermore partnered with the City of Livermore to continue to educate the businesses on proper zoning code violations and potential issues. Livermore Downtown Inc continued to work closely with the Downtown Preservation Officer to disseminate pertinent information to ensure that codes were properly being met. Livermore Downtown Inc held open meetings in which downtown business, owners and tenants were invited to receive the latest information with outdoor dining and design elements. LDI continues to regularly meet and host the Community Development Department and the Planning



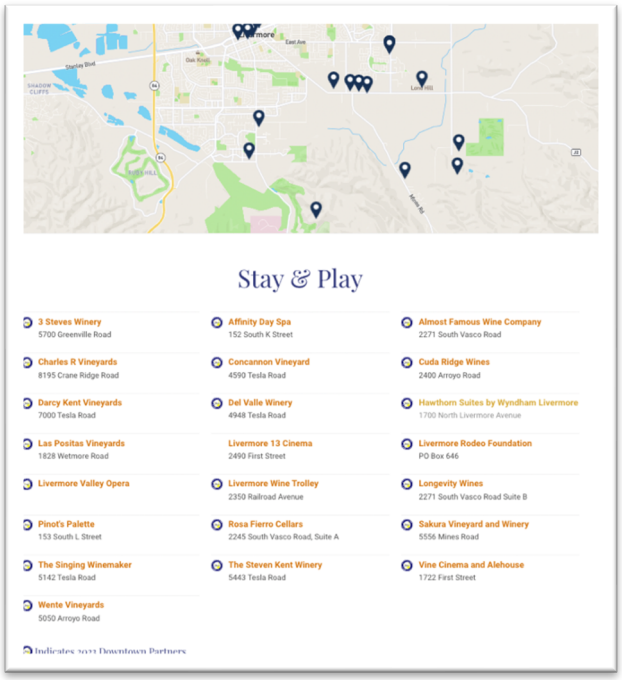
Department in downtown walks and meetings to ensure that we maintain ongoing dialogue with each other and the downtown business community.

Annual Downtown Business Audit

Livermore Downtown Inc manages and upkeeps the property owner and tenant roster. In addition to our daily monitoring of the roster, Livermore Downtown Inc also conducts and annual downtown wide business audit. In Fall/Winter of 2022 the LDI Board of Directors and Staff personally completed the audit. As a team, LDI broke up the entire downtown core into sections which were personally visited our communicated with. Livermore Downtown Inc did this as part of their Partner Outreach, but also to ensure that LDI had the most up to date information and data on each business and along with their contacts.

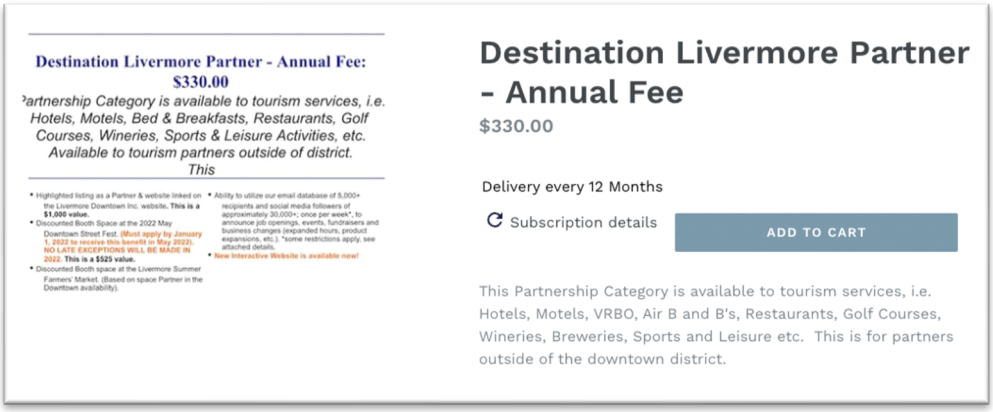
Livermore Downtown Partnership Program

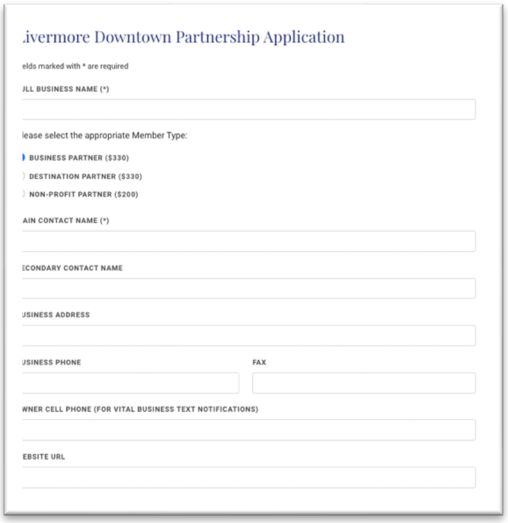
2022-2023 brought a revamped Livermore Downtown Partnership Program which is a valuable tool for downtown business recruitment and retention.



LDI provides its services to all businesses and properties that are located in the downtown core. Livermore Downtown Inc knows that all of our businesses are an important piece in the economic vitality of our downtown and we provide services to all businesses in order to provide a holistic focus on the heart of our city. The downtown business partnership is designed to provide businesses with *additional* support to help meet growth and vitality goals. Our partnership program is a voluntary program in which

members of our downtown core can join for a $330 annual fee. Some of the benefits of becoming a downtown partner include access to our interactive online events calendar, access to our weekly newsletter which reaches over 6,000 readers, access to our social media which has an active, engaged following of over 31,500, free booth spaces at the Farmers Market and Street Fest and being highlighted in our downtown kiosk maps and our hotel and hospitality tear sheet maps and directories. Livermore Downtown Inc also offers this partnership to Destination Partners such as wineries, breweries and hotels. Livermore Downtown Inc also offers this partnership to other fellow Nonprofits and does so at the significantly reduced price of $200 as a way to offer additional support to those organizations. This year we streamlined the partnership program, automating the registration and renewal process for participants. This new, easy to use online portal made it easier for businesses to learn about the program and also join within minutes. This has allowed LDI to be able to increase our outreach and in turn increase the support offered to businesses in marketing and promotion. One of the many businesses who joined LDI as a Destination Partner this year is Almost Famous Wine Company who has seen a great response from our partnership and showing the great ROI from being a partner. Kailyn Kent, who handles Design and Communications for Almost Famous reached out to LDI inform us that they studied their analytics and found that





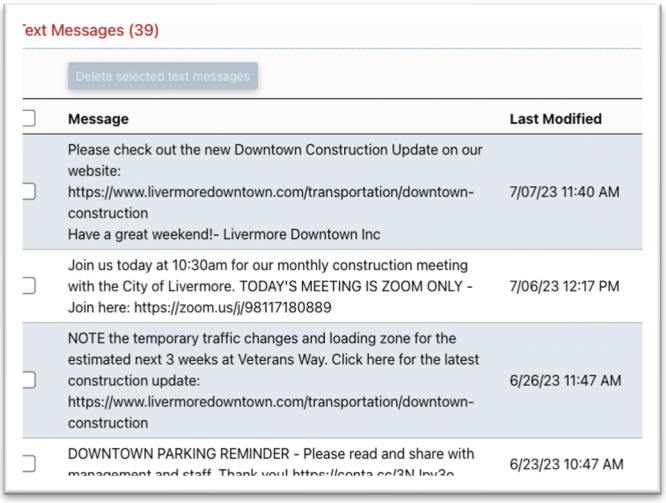
most of their ticket sales and traffic is coming directly from our website, newsletter and social media further proving that the partnership with LDI does work! Almost Famous was so pleased with the increase in sales and traffic that they were seeing that signed up their sister company, Darcie Kent Vineyards. This is feedback that we have received regularly this year, allowing LDI to increase the number of participating businesses. Destination Partnership has nearly tripled, downtown partnership has increased by about 30% and Nonprofit partnership has increased from 4 partners to 27 partners this year! The growth in partnership allows Livermore Downtown Inc the ability to properly market and promote additional businesses, not just in downtown, but in around the Livermore Valley bringing economic growth to all of our region.

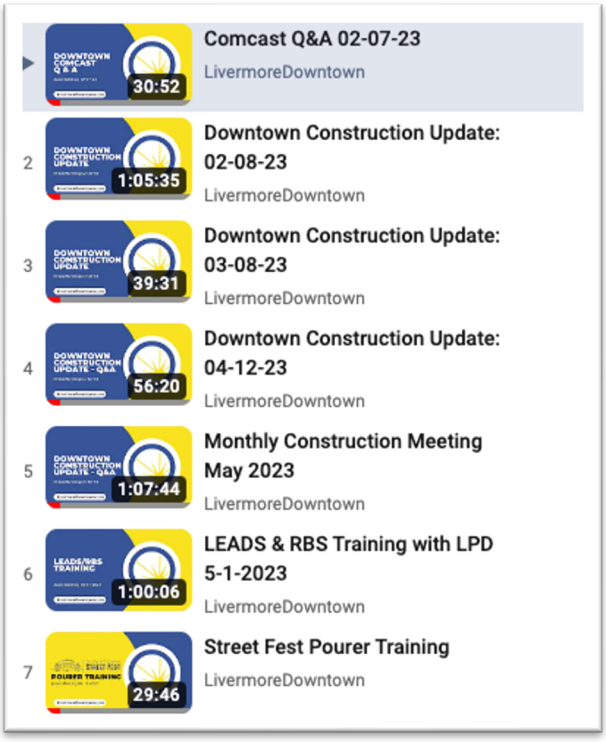
Downtown Development and News updates – New Website and Communication Notification System Launched by LDI

Livermore Downtown Inc, provides ongoing construction updates to our downtown businesses. LDI serves as the main source of the information for our downtown business community regarding items that impact our businesses including parking and use of public space. With the increasing number of ongoing construction projects in the downtown area, this year Livermore Downtown Inc felt it necessary to take communication to the next level. Livermore Downtown Inc implemented several key initiatives to ensure timely and ongoing communication is disseminated. LDI used various methods of communication to ensure that LDI could reach more businesses and provide updates that were available at all times. New initiatives include two formal



monthly communications, a new text notification system, a new media library with recorded construction meetings and a new webpage for housing updates regarding ongoing construction projects. This past year Livermore Downtown Inc began providing two regular monthly communication, one in-person and one written. By partnering with the City of Livermore teams, we were able to provide hybrid meetings for businesses to attend in-person and via zoom. In September of 2022 LDI also began a new text notification system to notify businesses of upcoming meetings, to notify businesses when recordings of meetings are available for watching and also when construction updates are available on our website. Texts are also used anytime there is a vital piece of information that needs to be immediately communicated to our businesses and can be helpful in an emergency situation. The text notification system is helpful when immediate feedback from the downtown core is needed and is set-up in a way that LDI can receive return messages from our constituency. LDI also created a monthly news update geared towards downtown businesses to receive the monthly written communication. This communication includes construction updates from the city as well as answer to questions asked by businesses at the previous construction meeting. In December of 2022 Livermore Downtown Inc added another to





feature to our roster of tools, a new video library where recorded ongoing construction meetings are housed so that downtown businesses can view any missed meetings. This



portal is accessible to downtown businesses and monthly recordings are shared at the end of each month. In September of 2022 LDI also developed a new webpage on the Livermore Downtown website where downtown businesses and the community can access regular ongoing construction updates. Each time the website is updated, the downtown business core receives a text notification so that they are aware. This is a great way to inform not only the businesses of key projects going on downtown, but also the greater community and visitors. These construction updates on our website show that Livermore Downtown Inc is in direct partnership with the city and support of the ongoing projects downtown. These updates housed on our website not only help to keep the public informed, but also help to get community buy-in as we continue to develop and move our downtown forward. Construction meetings and updates include meetings in partnership with the City of Livermore, California Water Service, PG&E and Comcast to name a few. Furthermore, these ongoing meetings have allowed LDI and the city to identify additional needs to mitigate negative impacts such as the need for additional signage regarding parking during construction. In addition to providing information to



our downtown businesses regarding anything that may impact them, LDI also provides support to outside entities who have projects or events within the downtown area. We work to provide logistical support and education to these outside organizations doing work within downtown. Livermore Downtown Inc values being a vital partner for groups looking to hold events, work within or simply enjoy downtown.

Bankhead Plaza Public Usage Stakeholders Communication

Last year LDI and the City of Livermore identified the need for better ongoing communication for all of stakeholders of the public use spaces at the Bankhead Plaza. We noted that businesses in that Bankhead Plaza area had conflicts with users of the public space due to conflicting schedules. This year Livermore Downtown Inc teamed up with the City of Livermore Community Development Department and Permitting to regularly disseminate scheduled events by the public at the Bankhead Plaza to all of the downtown businesses in an ongoing and timely manner. This helps businesses in the area to adjust their schedules to accommodate users of the public space. This also provide an opportunity for businesses to prepare in advance for crowds and to potentially draw in new crowds from these community gatherings. This year LDI plans to provide access to users of the public space to post their Bankhead Plaza events on the interactive events calendar on the LivermoreDowntown.com website. This will allow businesses and the community to check the usage of the space and be prepared at any moment reducing scheduling conflicts in the area.

LDI continues efforts to bring high-speed internet to Downtown businesses

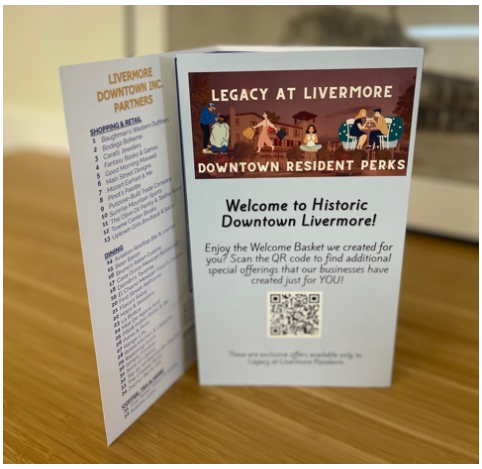
In May of 2022, Livermore Downtown Inc began working with Comcast to bring additional internet options and improved services to our downtown businesses. In January 2023 we continued the efforts, reaching out to Comcast again. In February of 2023, LDI hosted a couple of informational meetings with Comcast and downtown merchants to provide service to businesses on the North side of First Street from Livermore Ave to L Street. LDI hosted the meeting in which we not only addressed

potential impact to the businesses but also potential future services available to them at a reduced cost. With LDI serving as a liaison between Comcast and downtown businesses, the project finally came to fruition in the summer of 2023 bringing new opportunities to downtown businesses.

New Resident Welcome Program - Legacy at Livermore

In the previous fiscal year Livermore Downtown Inc recognized the opportunity to create new and vital relationships with the incoming residents of the Future Legacy at Livermore luxury apartments. LDI initiated the discussion with the Legacy at Livermore team and shared our concept to develop a new residential welcome packet for incoming residents. This year LDI brought that concept to life and is happy to report that new tenants moving in to Legacy at Livermore are being welcomed with baskets that feature items from downtown businesses including gift cards, gifts, a welcome letter from Livermore Downtown Inc, events calendar and a business directory. LDI also included a QR code that leads Legacy at Livermore residents to a page on the LDI website that is available only to them with exclusive deals for Legacy at Livermore residents. This custom webpage includes the LDI business directories, the events calendar, ways that folks can get involved with LDI and a long list of amazing perks, deals and gift cards available just to them! Livermore Downtown Inc knew this would be the perfect time to make new residents aware of the accessibility of



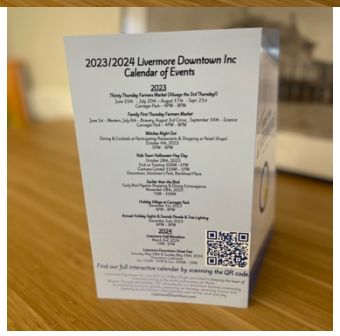


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all of their personal and professional needs right downtown. Businesses such as local health and fitness, downtown smog and auto repair, dentists, optometrists, health and fitness, alterations, shoe repair, insurance agencies, law offices, accountants, computer repair, beauty service, home décor, veterinarian services and more! All within walking distance of their new home in downtown! This new resident welcome program is not only a great way to welcome new residents, but also helps to keep local dollars in Livermore. This program also helps to reduce traffic and carbon emissions as residents can find what they need within walking distance. This program creates a new model that can be used in the future as we continue to welcome additional new residents to the downtown core and as we work to create a sustainable downtown where families can truly live, work and play.







Transforming construction fencing into valuable advertising space

In 2022-2023 Livermore Downtown Inc recognized the need in utilizing the construction fencing that would surround the upcoming L Street Garage project in a way that would add more value and better serve our business community. LDI proposed using this fencing and any additional construction fencing in a way that not only masked current work, but enhanced the area with attractive and informative images that represent the business community and continue to draw patrons. In April of 2023, Livermore

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Downtown Inc supported the City of Livermore team in acquiring digital assets to be used in producing printed fencing. LDI communicated to businesses that in an effort to



advise the public that First Street businesses would be open during constructions of the L Street Garage, LDI was gathering logos to be screen printed onto the construction fencing along with the notice “Open During Construction”. Livermore Downtown Inc already houses a library of logos for our downtown businesses. Livermore worked quickly to make contractor deadlines and to gather any additional logos that needed updating from the businesses that are adjacent to the project and that would be directly impacted by this construction. LDI then supplied those logos to Rosy Ehlert and the city team to pass along to the contractor that would be providing the fencing. The fencing has accomplished several things including serving as a way to promote businesses during construction, create a more attract area for our pedestrian increasing the overall experience of visiting downtown and creating a safe and inviting space. This initiative directly helps to mitigate the potential negative economic impacts of this construction projects. The fencing project also shows the downtown businesses that the City and Downtown teams are making efforts to support them as the landscape and downtown continue to develop. The fencing adds value and beauty to our growing, evolving downtown.



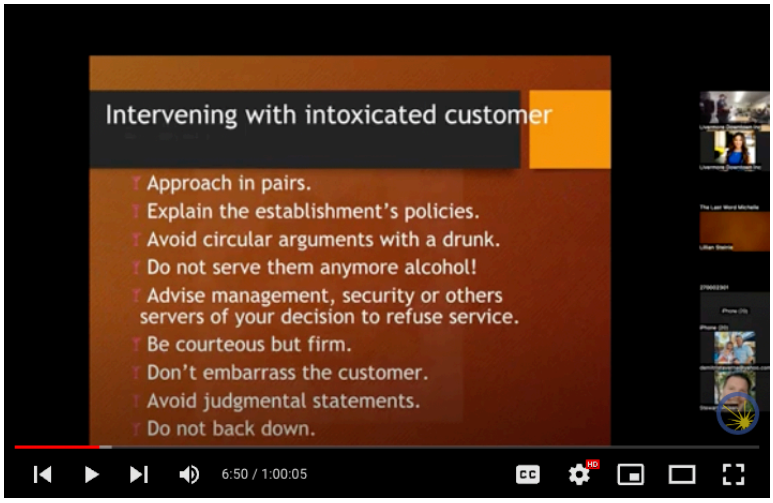
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Responsible Hospitality - Restaurant ABC Training

In May of 2023, Livermore Downtown Inc expressed interest in partnering with the City of Livermore Police Department to hold a training in which LPD covered Alcohol and Beverage Consumption education to our restaurants and businesses that provide alcohol service. Livermore Downtown Inc strategically scheduled and hosted this training right before the Livermore Downtown Street Fest in an effort to bring education and awareness to responsible hospitality and ensure our businesses were properly equipped to safely host the increasing crowds that would ascend upon downtown Livermore. Livermore Downtown Inc hosted LPD in the LDI office where they shared LEADS and RBS training modules. LEADS stands for License Education on Alcohol and Drugs and RBS stands for Responsible Beverage Service. Livermore Downtown Inc recorded the meetings for any businesses who were not able to attend in person and also hosted a Q&A session so that businesses could ask questions and have any concerns addressed. LDI also sent talking points in to businesses in advance so that anyone who had questions or concerns but couldn't attend could still participate, have their questions answered and then watch the recordings. LDI will continue this partnership and strive to host biannual trainings with LPD to continue to educate our downtown businesses and also bridge the gap in communication between businesses and the Livermore Police Department. Livermore Downtown Inc knows that these training are effective tools in creating positive working relationships with LPD but also in promoting positive economic impact downtown as it reduces any potential ABC violations for our downtown businesses, reduces unnecessary fines and increases



safety. Increasing the safety of our patrons not only saves money, it also creates a satisfied customer base who knows that these businesses are serving responsibly, creating a safe atmosphere for them to return to and enjoy again. These trainings are a valuable tool in maintaining a safe, successful downtown experience.



Support City of Livermore with Business Communication – Business Licensing

In December of 2022, Livermore Downtown Inc and downtown businesses noticed discrepancies in the business licensing process by City of Livermore's contractor HDL. Livermore Downtown Inc discovered that downtown restaurants as well as other Livermore restaurants were being assessed the incorrect tax rate. These restaurants were misclassified and being assessed the tax rate of a fast food restaurant (x .0024) rather than a dine-in restaurants (x .0008) erroneously increasing several of these business license fees by tens of thousands of dollars. Livermore Downtown Inc supported the City of Livermore in connecting with the affected businesses and to communicate to HDL to ensure that all of the businesses were notified of the error. Several of these businesses had already paid the incorrect rate, Livermore Downtown Inc worked to communicate with HDL to ensure that they expedited refunds and reissued a notification with the proper tax rate. LDI also followed up to ensure that HDL waived any potential late fees due to their error. Livermore Downtown Inc serves not only as a conduit of communication between the City of Livermore and the downtown community, LDI serves as an additional set of eyes, working together to thoughtfully support the City of Livermore in the overall goals of downtown and the entire city.

LIVERMORE DOWNTOWN INC CALIFORNIA

Design:

Flag Pole Plaza Redesign

In September and October of 2022, Livermore Downtown Inc began working with the City of Livermore and the architect firm Gates and Associates to assist in the Flag Pole Plaza redesign. Livermore Downtown Inc provided feedback on the design concepts and offered suggestions and input as to how these spaces could better serve our businesses and community. LDI also then coordinated several meetings with the businesses in the Flag Pole Plaza area as they would be the ones who would be most impacted by the redesign. Livermore Downtown Inc coordinated all stakeholders and held meetings in the LDI office as well as on-location at Flag Pole Plaza, which is now referred to by the businesses in the area as “The J Block”. Livermore Downtown Inc also provided renderings to the downtown businesses on the J Block and facilitated the gathering of feedback to ensure that all of the directly impacted businesses were in agreeance with their feedback and that information was presented as a one unit to ensure efficient delivery of feedback. LDI also made sure that all businesses were in agreeance so that the city could rest assured that their plans would be met positively by the businesses and that the redesign would in fact have the most beneficial impact on the area.





Ongoing partnership with the City of Livermore Public Works Department

Livermore Downtown Inc continues to partner with the City of Livermore Public Works team. One project that we have been working closely together on is the addition of lighting at Carnegie Park. It is something that LDI had been recommending for quite some time. LDI had been provided feedback and discussed the lighting addition and design at Carnegie Park. Together with the Public Works Team the lighting we once dreamed of became a reality in August of 2022. The addition of lights to Carnegie Park was a huge leap forward in really expanding the potential uses of the park area by the overall community. The addition of lighting also cuts down on potential negative impacts created by transients and vandalism such as graffiti. The new lighting created a well-lit area which translates into increase pedestrian confidence and safety and provides additional areas for our growing residential community to enjoy downtown. Livermore Downtown Inc continues to regularly communicate with the Public Works Department after Jeff Schafer's retirement. We are looking forward to working with Joe Prime and the entire team as we continue to advise on best uses of spaces and the continuing phases of work around downtown and Carnegie Park. Last year LDI provided input on phase 3 and phase 4 at Carnegie Park and we look forward to sharing incites as to how we can develop while maximizing year-round park events and activations.



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Activating public Spaces in support of community partners and businesses

Livermore Downtown Inc continues to manage “The Lot on First” in an effort to support small Livermore Valley made businesses, artists, cultural and community partners. In 2022-2023 Livermore Downtown Inc supported a few events in the activation of this underutilized space as a way to provide new business opportunities to local businesses while also adding vibrance to the downtown area. This year Maggie Fields, owner of Peggy’s Pretzels once again used the space to continue to promote her growing business. This is the second year that Peggy’s Pretzel uses the space and here is what the owner had to say, *“Being able to rent The Lot in Downtown Livermore allowed my business, while in its infancy, to connect with my community and create legitimacy. We used The Lot again for our one-year anniversary, the space really allowed us to celebrate the growth in the business with our growing community support!”* This year the City of Livermore Poet Laureate, Peggy Schimmelman also used the “The Lot” on First to hold her poetry event. LDI helped to promote Peggy’s poetry pop-up event on our website event calendar and social channels. The community was invited to come and enjoy poetry being read by Peggy and various poets, the community was also invited to share their own poems. The use of the space in holding these events shows that “The Lot” is a valuable resource in supporting small businesses and community, cultural and arts partners as well. LDI looks forward in continuing to promote the Lot and has already developed a new platform of promotion for the coming year. More on that later!







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LDI Partners with LPD Homeless Liaison Team

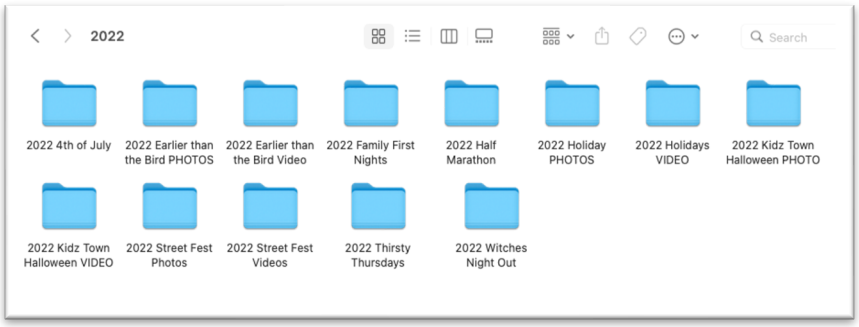
Livermore Downtown Inc supports the downtown businesses in connecting them with the Livermore Police Department's Homeless Liaison Team. This year we had several incidents in which LDI worked with LPD and the businesses to communicate incidents around downtown and to discuss things that downtown businesses can do to help mitigate homeless incidents around their businesses.

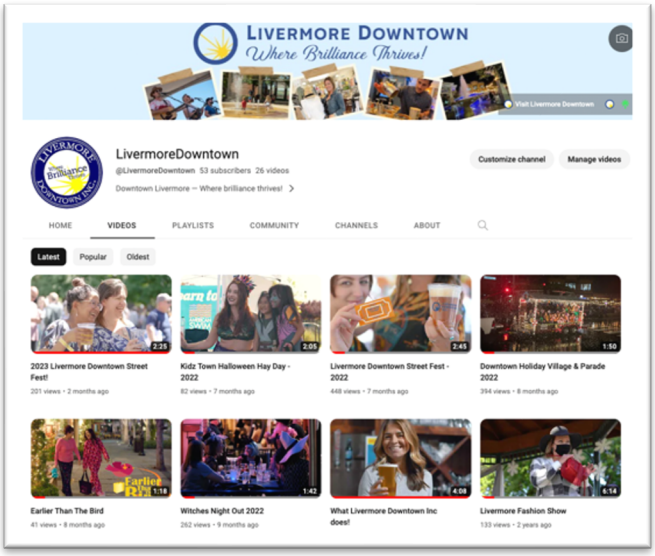
Promotion:

Digital Asset Management – Photo & Video Library



This year Livermore Downtown Inc identified the need for a better management of digital assets to be utilized in the promotion of downtown Livermore. LDI created an ongoing contract with a local production company to secure digital assets including photos and videos of downtown and downtown events. Livermore Downtown Inc now houses and manages an improved digital asset library that LDI and the City of Livermore can utilize in the promotion, marketing and development of Downtown. LDI is also open to sharing these digital assets with Livermore community partners so that we can continue to better promote the Livermore Valley together. Livermore Downtown Inc publishes videos from our downtown events on the LDI





YouTube page for public access and promotional needs. Livermore Downtown Inc also has a library of photos that we are continuously developing and are currently working to add filters so that future users can find the content they need by simply searching for specific tags such as “Livermorium Plaza” or “Lizzie Fountain”. LDI feel confident that this new digital asset management will be of great service to LDI and the City of Livermore as we continue to promote the Livermore Valley.

Connecting with local media to promote Livermore as a destination

This year Livermore Downtown Inc began media outreach in order to develop relationships with media partners who could serve as a great resource to promote the Livermore Valley.



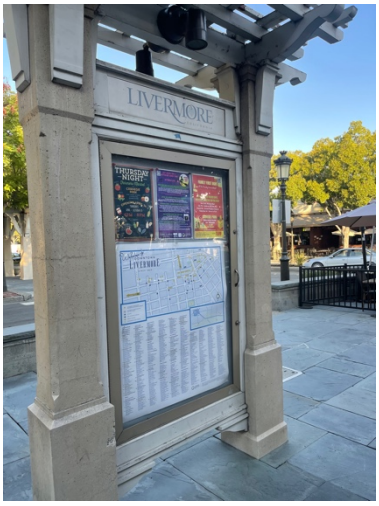
During one of this year’s heatwaves, Livermore Downtown Inc connected with a local reporter to bring NBC Bay Area to Livermore to show off the innovative ways Downtown Livermore was finding to stay cool! During the heatwave, Livermore Downtown Inc sent a notice to downtown businesses providing inspiration for fun ideas that businesses can implement during the heatwave and calling on them to create their own, and they came through! Businesses found ways to have indoor music, frozen drinks like “Frozes”, adding misters to outdoor areas and creating fun, activations indoors to draw in patrons during the heat. Our Farmers Market discussed the impacts of the heat and the efforts they were taking to support farmers and makers during the heat. This gave our downtown businesses and our Farmers Market an opportunity to promote and highlight their themselves and draw new patrons. It also demonstrated how Livermore continues to be leaders in innovation in the Tri-Valley.



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Tourism & Destination Maps and Directories

Every year Livermore Downtown Inc produces Hotel & Hospitality tear sheet maps that are distributed to hotels and tourist destinations such as wineries, breweries, city hall and heavily visited areas throughout the region. Each year LDI also produces kiosk maps that are displayed throughout downtown. The tear sheet maps which are distributed by the thousands around the region serve as valuable tourism guide, driving business and visitors right into Livermore businesses. Livermore Downtown Inc also sells advertising space to some of the businesses who can place special offers directly onto the maps. This year LDI also partnered with Legacy at Livermore to place a QR code on the map in the location of the new luxury apartments so that people can scan the QR code to learn more about the apartments and downtown living. The ability to cross promote for all of these businesses is tremendous in bringing and keeping revenue to downtown Livermore.





Collaborating with external organizations to promote the Livermore Valley

Livermore Downtown Inc has continued to be a key partner with various organizations in the Tri-Valley area. Executive Director, Ruby Lopez-Villarreal has strived to develop and nurture wonderful relationships with all stakeholders and organizations who share the same goal of working together to promote our region and put Livermore Downtown Inc

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on the national stage as a destination. Lopez-Villarreal is a member of the Livermore Valley Agritourism Leadership Group which meets monthly to discuss initiatives that the group can collectively take to continue to support and promote the Tri-Valley and the Livermore Valley Region. On July 8th, Ruby Lopez-Villarreal also joined Innovation Tri-Valley as a participant in their Tri-Valley Leadership Group Monthly Meeting where together they promoted regionalism through developing partnerships with collaborating organizations from the East Bay and Tri-Valley. Livermore Downtown Inc works to promote and support the Livermore Cultural Arts Council and their ongoing events. LDI knows the great value in working together as a downtown organization to activate the Bankhead Plaza area and beyond. Livermore Downtown Inc continues to work with the Livermore Area Recreation and Park District, welcoming an LARPD liaison to LDI's monthly board meetings. LDI also promotes LARPD events and hosts LARPD at the monthly farmers market to provide a platform for them to promote their programs and initiatives. LDI continues to foster these and other key relationships. In August of 2022, Ruby Lopez-Villarreal spoke at the Livermore Valley Wine Growers meeting held at Murrieta's Well regarding support, partnerships and regional cooperation. Ruby presented to the group about what LDI does and how we can continue to partner with the Livermore Valley Winemakers and Growers.





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State and National Associations

Livermore Downtown Inc continues to be an active member of the California Main Street Association and the National Main Street Association. In January of 2023, Livermore Downtown Inc and the LDI Board of Directors hosted a Board Retreat and Training with the California and National Main Street Associations. The training was strategically scheduled during the swearing in of the new BOD so that new board members could be immersed in the operation of a main street association. The retreat was an opportunity for Livermore Downtown Inc to continue the partnership with organizations on the state and national level. The training also reviewed the standards for Main Street America and helped LDI identify the needs, trends and obstacles that might challenge our downtown district as well as how to tackle them successfully as an organization. We discussed revitalization efforts as well as best practices and development strategies. The California Main Street Association and Main Street American continue to be a vital partner and resource for LDI identifying training and funding resources for our downtown businesses. This year the California Main Street Association highlighted Livermore Downtown's "Witches Night Out" in their newsletter garnering Livermore attention across the state, we even had another organization come to Livermore to learn how LDI executes the event.





Promoting LDI as an organization for the advancement of Downtown Livermore

In January, Livermore Downtown Inc swore in the new Board of Directors. LDI also hired a facilitator to support the organization in a workshop to develop and update LDI's Vision and Mission Statement and we are proud to share it with you all in this report.



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EXPLORE EVENTS VISIT

Vision: Livermore Downtown Inc is committed to keeping the heart of Livermore strong so the entire community can thrive.

Mission: Through partnerships, LDI advocates for our downtown business community, by promoting economic growth, preserving our heritage, attracting tourism and fostering an environment where families want to live, work and play.



This year Livermore Downtown Inc has worked to promote the LDI brand and bring community awareness to the organization as an entity dedicated to the health and vitality of our downtown business community. Livermore Downtown Inc Executive Director, Ruby Lopez also produced a video to educate the public on what LDI does for our downtown core. LDI hired a Livermore local production company to shoot and edit the promotional video which featured downtown businesses owners who shared how LDI supports for them. The video expresses the importance of supporting our downtown businesses and the key role LDI plays in advocating for the businesses they know and love. The full video cam be viewed on the LDI website at the following url: LivermoreDowntown.com/about .



LIVERMORE DOWNTOWN INC CALIFORNIA

Partnerships and Relationships Management

Livermore Downtown Inc is proud to be the consistent and reliable source for all of our downtown business relationships. We believe that identifying and maintaining positive working relationships with all downtown stakeholders and constituents is vital to the City's continued growth and sustainability. Livermore Downtown Inc serves as not only the conduit between the City and Downtown, but also as the conduit between key partners and potential future partners as well.

Partnerships and Relationship Management:

Livermore continues to nurture relationships with Livermore Valley partners including Tri-Valley Community Television, Livermore Valley Made Makers, Livermore Cultural Arts Council, Livermore Valley Chamber of Commerce, Livermore Cultural Arts Center, LLNL, Little League Intermediate World Series, The Livermore Rodeo Foundation and Stockmen's Association, Visit Tri-Valley and Innovation Tri-Valley to name a few. Aside from the partners named above and the examples of great partnerships described throughout this report, Livermore Downtown Inc also developed key partnerships with the following organizations:

REAL – Real Estate Alliance of Livermore



LDI Executive Director, Ruby Lopez-Villarreal connected with REAL in an effort to connect local real estate professions to the LDI organization. In March 2023, Lopez-Villarreal presented at the REAL meeting to educate the real estate community on the downtown business community and to show them ways that they can partner with downtown businesses and the LDI organization in promoting one another.

Legacy at Livermore – Residential & Commercial Partnerships

This year, Livermore Downtown Inc developed a close working relationship with the Legacy at Livermore residential management team. Livermore Downtown Inc toured the new development several times and has worked closely to support Legacy in any way possible to ensure a smoother transition into downtown. Livermore Downtown Inc created a new program to welcome Legacy at Livermore residents. Aside from working



LIVERMORE DOWNTOWN INC CALIFORNIA

with the residential team, LDI also began partnering with the commercial team representing Legacy at Livermore, Lee and Associates. Lee and Associate is responsible for finding commercial tenants for the new Legacy at Livermore building and LDI wanted to be sure to express our availability and support to them. Livermore Downtown Inc connected several potential commercial residents with the Lee and Associates team including the restaurant Brava from Pleasanton, High Scores Arcade from Alameda, a new specialty ice cream and milkshake shop to name a few.



Livermore Downtown Inc has stayed in close communication with all of the Legacy at Livermore teams. Legacy at Livermore also served as a sponsor in the 2022 Holiday Sights and Sounds Parade. Livermore Downtown Inc personally introduced additional resources and people such as the Downtown Resource Officer and the LPD Homeless Liaison in an effort to ensure that they develop a good relationship with clear channels of communication from the beginning so that we can continue to promote a safe and positive space as we welcome commercial and residential Legacy residents into the downtown core.

LIVERMORE DOWNTOWN INC CALIFORNIA

SUPPORTING BUSINESS VIA SOCIAL MEDIA & WEBSITE

Livermore Downtown Inc is committed to continuing to lead the way in social media engagement in the Livermore Valley. @livermoredowntown continues to be a preferred source of communication regarding Downtown happenings and events by local and destination consumers utilizing LDI as a local, regional and national tourism tool. We continue to follow social media and internet best practices while always continuing to discover innovative ways to engage our constituents. Digital media partnerships play a vital role in growth and sustainability.

LIVERMORE DOWNTOWN INC CALIFORNIA

SOCIAL MEDIA

UTILIZING KEY PARTNERSHIPS TO PROMOTE GROWTH

2022-2023 brought continued growth and success in promotion via Livermore Downtown Inc's social media platforms. LDI has strived to continue partnerships with all stakeholders of the downtown area, the Livermore Valley region, the Tri-Valley, Bay Area and beyond. LDI knows that collaborations and partnerships are the key to growth. Through joint promotions with businesses and partnering organizations we have doubled last year's growth.



In 2021-2022 we saw in increase in followers via Instagram of 1,000 followers. 2022-2023 saw an increase of nearly 2,000 followers on Instagram alone bringing the current following count for @livermoredowntown to over 9,000 followers making LDI the most followed Instagram account managed by a single city entity.

Continued growth was also reflected via Facebook gaining an additional following of approximately 1,000 people. @livermoredowntown on Facebook currently has over 24,000 followers, once again being the most followed Livermore Valley hospitality, tourism and event-based group. Livermore Downtown's Facebook currently has nearly 3,000 more followers than Visit Tri-Valley. LDI has 9,000 more FB followers than "Love Livermore" and over 20,000 more followers than the Livermore Valley Chamber of Commerce. Livermore Downtown Inc also has over 12,000 Facebook followers than

LIVERMORE DOWNTOWN INC CALIFORNIA

The City of Livermore. Altogether, Livermore Downtown Inc has an active, engaged following of over 33,000 followers across all platforms further solidifying why social media partnership is critical to promoting each other's organizations and initiatives.



Utilizing unique and user generated content allows Livermore Downtown Inc to promote timely and relevant content on a daily basis. Livermore Downtown Inc has also used their social platforms to help promote news and updates featuring the ongoing construction project and development downtown, increasing community awareness and support. LDI continues to provide a positive space for the community to be informed of upcoming events, entertainment and relevant, upbeat news. Audiences seek out LDI's social media posts as an entertainment guide which is such a valuable resource for all stakeholders.



Livermore Downtown Inc also produces a weekly Events and Entertainments newsletter that is distributed to over 6,200 readers. The newsletter allows people to click on event links, purchase tickets, watch videos and media and download event flyers, maps and documents. Analytics have shown that our social media and weekly newsletter has proven to be an effective tool in promoting partner events with partners reporting that the majority of their ticket sales stem from links tied to a Livermore Downtown Inc social media platform.

LIVERMORE DOWNTOWN INC CALIFORNIA

LOOKING AHEAD 2023/2024

Livermore Downtown Inc is dedicated to promoting economic health and vitality in Downtown Livermore. As such we are committed to continuing to provide superior service to our businesses while developing new programs with partners and downtown stakeholders, continuing to foster relationships with outside organizations and discovering new ways to keep Downtown Livermore and the Livermore Valley moving forward!

LIVERMORE DOWNTOWN INC CALIFORNIA

Programs and initiatives LDI would like to implement or work on in the coming year:

Expanding the Livermore Valley Made program in partnership in conjunction with ramping up activation of "The Lot On First"



Livermore Downtown Inc recently began to ramp up activation of "The Lot on First" Street in an effort to not only reinvigorate the activation of the space, but in a major step forward in providing opportunities to for Livermore Valley Made Makers, small businesses, start-ups, artist and more to have a space to "pop-up" and showcase their brands. LDI launched a new webpage dedicated to "The Lot on First" where interested parties can get information and apply to utilize the space. The webpage is also directly linked the Livermore Valley Made page on the LDI website to encourage increase awareness and encourage local makers and Livermore Valley Made makers to take advantage of this amazing resource.

Downtown Employment

An interactive portal where businesses within the downtown core can enter information regarding job openings. Livermore Downtown Inc then approves the content and it automatically populates on the LDI website.

Businesses can post a job description and contacts where people can submit their resumes.

"Visit Livermore" Tourism Program Development Assistance

LDI would still very much like to work with City of Livermore on a Visit Livermore initiative. Executive Director, Ruby Lopez-Villarreal has been passionate about the creating a Livermore Tourism group that can help to put all of the Livermore Valley on the national stage as a destination. This still requires regional cooperation, however LDI feels that it would be a great asset to have an entity that represents Livermore as a destination and LDI would like to support in developing that initiative.

LDI to offer class for businesses on Homeless Impacts and Solutions

In 2022-2023, LDI took the first steps in communicating with the Livermore Police Department to set up a free class in partnership with the Homeless Liaison Team. Our goal is to not only educate downtown businesses on homeless impacts and solutions, but to also continue to nurture a positive working relationship with LPD and our downtown businesses, assuring clear lines of communication at all times. Some of our proposed course topics include the following: How and when to respond to homeless incidents. Sharing various ways to prepare and prevent negative homeless impacts to their businesses. Connecting businesses with the Homeless Liaison Team at LPD. How we as a downtown community can better serve and support our homeless community in a way that helps everyone. Look for this training on Sept 20, 2023!

LDI to hold a free Retail Training course to downtown businesses

Livermore Downtown Inc currently developing a retail training course that will be offered for free to all downtown businesses within the core. The retail training, presented by LDI and Board Members will cover how to properly market and promote their businesses via social media. We will also discuss how to utilize and maximize the LDI partnership benefits to expand their reach. We'll also cover topics that will teach retailers resiliency with tips on how to adapt to the evolution of the landscapes around their business during ongoing construction projects. The class will touch on some basic retail best practices and will be tailored for businesses specifically within Downtown Livermore.

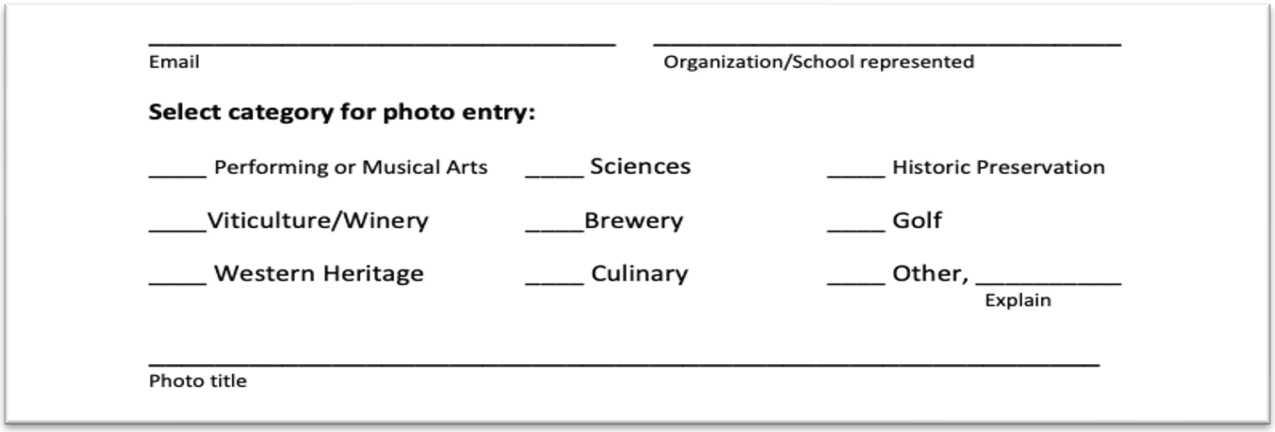
LIVERMORE DOWNTOWN INC CALIFORNIA

Downtown Banners

In the previous fiscal year, Livermore Downtown Inc began conceptualizing a new project to bring vibrant, evergreen, artwork in the form of beautiful, Livermore centric banners for the light poles downtown. Ruby Lopez-Villarreal discussed the concept with former Assistant Public Works Director, Jeff Schafer. This year Ruby Lopez-Villarreal further developed the idea and created a process that would include partners in the Livermore art scene. Ruby has developed an art contest where artists would submit Livermore-centric images in specific dimensions optimized to fit the existing light pole banners. Artists of various mediums such as photography, digital artwork, painters, etc can then create and submit their image to the contest where the winning artists' images will be reproduced on banners that will be featured year round on downtown Livermore light poles. The banners will be in rotation when event or season-specific banners are not in use and will add vibrancy to downtown and creating an inviting and inspiring downtown feel for visitors. The banners would not create additional work for public works employees as they would be in the queue and would only need to be handled when replacing or exchanging seasonal or partner event banners. For example, if public works is hanging the 4th of July banners downtown, then they would remove the new art banners. These art banners would remain there until the next event or seasonal banner would need to take it's place. Ruby Lopez-Villarreal has already developed the entire application and submission process. All details are outlined including categories for submissions, rules of submission, the selection process and Ruby has even created a photo release that artists submit to grant all usage rights to the City of Livermore and Livermore Downtown Inc.

LIVERMORE DOWNTOWN INC CALIFORNIA

Below is a screen shot of the application which details the categories for the Banner Contest:



_____ _____

Email Organization/School represented

Select category for photo entry:

_____ Performing or Musical Arts _____ Sciences _____ Historic Preservation

_____Viticulture/Winery _____Brewery _____ Golf

_____ Western Heritage _____ Culinary _____ Other, _____
Explain

_____

Photo title

Ruby Lopez-Villarreal is ready to launch this Banner Art Contest and hopes to partner with the City of Livermore in doing so with the grand unveiling of the art banners taking place before Street Fest. All artist will then be invited to hold and art expo downtown further adding vibrance to Downtown Livermore while also promoting Livermore within the arts community.

Continuing to Support in the Development of the Downtown Parkin App

In March 2022, Livermore Downtown Inc began supported the City of Livermore in gathering data and communicating with businesses to opt in to the developing parking app. Livermore Downtown Inc coordinated several meetings with the City of Livermore and app developer, Frog Parking. Livermore Downtown Inc managed a list of businesses who participated in being a part of the development phase. Livermore Downtown Inc would like to see the app continue to progress. LDI is looking forward to continuing to communicate to the businesses and community on behalf of the city, as well as provide feedback and direction for officially launching the application. LDI would like to see this valuable resource become available to the general public, helping downtown patrons easily find parking and walking directions to downtown businesses.



LIVERMORE DOWNTOWN INC CALIFORNIA

OPEN/CLOSED BUSINESSES 2022/2023

Livermore Downtown Inc tracks the opening and closing of businesses as well as their effects on job losses and gains. Even with some communities still recovering from the impacts of Covid-19 and current inflation and staffing issues, this year we saw businesses opening and new jobs created for our Downtown and the local workforce.

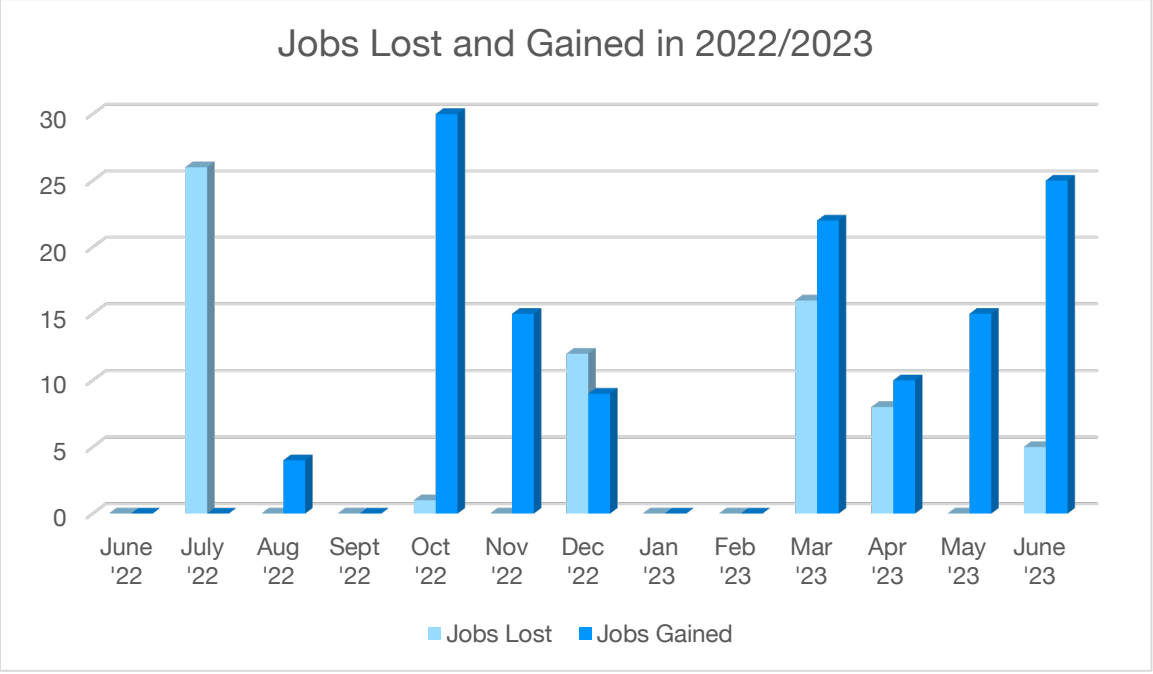


LIVERMORE DOWNTOWN INC CALIFORNIA

Job Loss/Creation

+62

JOBS GAINED IN 2022/2023



Last year we saw a net of +44 jobs gained, this year we that number is up 44.91% with +62 jobs gained

LIVERMORE DOWNTOWN INC CALIFORNIA

Business	Address	Opened	Closed	Jobs Lost	Jobs Gained
Lo's China Bistro	2059 First Street		July '22	5	
BeachHut Deli	1770 First Street		July '22	18	
Vault California	21 S. Livermoe Ave Ste 101		July '22	3	
Sweet Hope Soap Co	21 S. Livermore Ave Ste 101	Aug '22			4
Son's of Liberty	2327 First Street	Oct '22			30
Loard's Ice Cream	2187 First Street		Oct '22	1	
Ratermann Studio	275 South K Street	Nov '22			15
KidStrong	1959 Second Streeet	Dec '22			9
Kawa Suski	2180 Third Street		Dec '22	12	
Bar Quiote	112 Maple Street		Mar '23	6	
Covet Boutique	21 S. Livermore Ave #113		Mar '23	2	
Sultan's Kebab	2491 First Street	Mar '23			20
B.W.I.T Professional Services	2222 Second Street	Mar '23			2
Board & Brush	2321 First Street		Mar '23	8	
TeaZenTea	2187 First Street	Apr '23			10
Stockmens Club	56 South Livermore Ave		Apr '23	8	
YakiniQ	2180 Third Street	May '23			10
Match Accessories	133 South Livermore Ave	May '23			5
Downtown	56 South Livermore Ave	June '23			10
Cosmeticcandi Beauty Bar & Bikinis	2222 Second Street Ste 6	June '23			5
The Cave Downtown	186 South K Street		June '23	5	
Maple Street Eatery & Drinkery	112 Maple Street	June '23			10

Total Jobs Gained:		+130
Total Jobs Lost:	68	
Net Jobs Gained:		+62

Businesses Gained: 12	Businesses Lost: 10	**Net Bus. Gained:**	+2	

JOBS GAINED: Last year we saw a net of +44 jobs gained, this year that number is up 37.77% with +62 jobs gained.

BUSINESSES GAINED: Last year we saw a net of +7 businesses gained. This year that number is down, yet downtown businesses still ended up positively with a net of +2 businesses gained.

LIVERMORE
CALIFORNIA

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

DATE: September 11, 2023

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Resolution implementing a citywide Email Management Program for the improved management and security of emails.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution implementing an Email Management Program for the improved management and security of emails that are determined to be records and to routinely delete emails that are only incidental documents, as defined by city policy.

SUMMARY

Adoption of the proposed resolution will ensure that the Email Management Program, as outlined in the Implementation Plan, is executed to protect and retain emails that are determined to be records and eliminate emails that are incidental documents and do not further the City's business.

DISCUSSION

The City Manager and City Clerk, with the support of Information Technology, have identified that emails created and/or received by City staff or City consultants have historically been retained regardless of their status as records and are consuming valuable City resources.

Emails that are determined to be records, as defined by each department and city policy, shall be retained in an approved repository and retention applied.

Not all emails received by City staff or consultants are records. Some emails are personal correspondence between staff, duplicates, or transitory correspondence as defined in the Records and Information Management Policy. These incidental documents have no retention requirements and may be discarded by the city, as appropriately scheduled.

The Email Management Program proposes the following schedule to delete emails that are considered incidental documents:

1. Emails that are located in a Staff or Consultant's "deleted email folder" will be removed from the City's system after thirty (30) days, on a rotating monthly schedule.
2. Emails in a Staff or Consultant's "sent folder" will be retained for one year only and on day 366 will be deleted from the sent folder and from the email system.
3. Emails held in the Staff or Consultant's "inbox folder" will be held for two (2) years and then deleted from the system.

FISCAL AND ADMINISTRATIVE IMPACTS

The fiscal impact to the City is a savings of staff time spent reviewing irrelevant emails when an employee departs, receives a promotion, or in response to a public records request search.

COMMUNITY PILLAR
5: A City That Works

GOAL
5: Foster a culture of exceptional customer service with a high degree of accountability

ATTACHMENTS

1. Resolution
2. Exhibit A - Email Management Program Implementation Timeline

Prepared by: Marie Weber
Deputy City Manager/City Clerk

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ADOPTING A CITYWIDE IMPLEMENTATION PLAN FOR THE MANAGEMENT OF CITY OF LIVERMORE EMAILS

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

The City of Livermore ("City") leadership has determined that email messages that are considered City Records are to be stored in a City defined repository for the appropriate application of security and retention.

Not all emails that are received by City Staff or Consultants who have City designated email boxes are records. Some emails are personal correspondence between staff, duplicate other messages, or are transitory correspondence which are not records kept in the ordinary course of business as set forth in the Records and Information Management Policy. These incidental documents have no retention requirements and may be discarded by the City as appropriately scheduled.

Prior to 2012, the City did not have a plan for the treatment of email accounts for City Staff or Consultants that have left the City.

The City Clerk's Office and Information Technology with the review by City Leadership has agreed that emails that are Records are to be stored in a designated repository and in accordance with the City's Records Retention Schedule. All other emails, that are not Records, are to be routinely deleted according to a predefined schedule.

Under the leadership of the City Clerk's Office and with support by Information Technology, an Implementation Plan for the deletion of non-Record emails has been developed (See Exhibit A).

Therefore, the City requests the adoption of this Resolution to implement the plan for the appropriate management of City emails.

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

1. The City Council hereby finds that the facts set forth in the recitals to this Resolution are true and correct and establishes the factual basis for the City Council's adoption of this Resolution.
2. Emails that are determined to be Records will be stored in the appropriate City repository for security and retention purposes.
3. Emails that are not Records will be managed in accordance with the attached Email Management Program Implementation Plan.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 11, 2023, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Jason Alcala
Jason R. Alcala
City Attorney

Exhibit A - Email Management Program Implementation Timeline

Email Management Program Implementation

City of Livermore
Marie Weber and Steve Rodriquez

TASK	TASK DESCRIPTION	START	END
Phase 1:	**Apply procedures to emails of employees who have left the City**		
Task 1	Confirm with City Attorney the need for email accounts for litigation purposes/holds	7/24/23	8/15/23
Task 2	Confirm with Department Heads that emails from former employees are not needed	8/15/23	9/1/23
Task 3	Delete email boxes of employees that have left the City and are no longer needed	8/25/23	9/8/23
Task 4	Incorporate review of exiting employee email boxes into exiting process	9/1/23	Ongoing
Phase 2:	**Email Management Process Definitions and Inform City Leadership**		
Task 1	Establish project definitions and phases	7/1/23	7/14/23
Task 2	Amend current procedures for employees who leave the City or move to other departments	7/1/23	7/14/23
Task 3	Communicate to City Leadership and obtain feedback; attend department or staff meetings to communicate the new processes (CCO to attend meetings and communicate to all departments/divisions	7/17/23	8/31/23
Task 4	Present email management program plan to Council for acceptance	9/11/23	9/11/23
Task 5	Develop "all employee" training on overall program implementation	8/1/23	9/15/23
Task 6	Deliver training to leadership and all employees	9/15/23	9/30/23

TASK	TASK DESCRIPTION	START	END
Phase 3:	**Apply a 30-day clock on all employees' deleted email folders**		
Task 1	Send communication and reminders to all employees of start date of clock. All emails older than 30 days will be auto-deleted.	10/1/23	10/15/23
Task 2	Define rule for exceptions and communicate to employees; create e-form and post to City Clerk web-page	10/1/23	10/15/23
Task 3	Create "Quick Reference Card" for employees regarding email management	10/16/23	10/31/23
Task 4	Apply 30-day clock to all deleted email folders	11/1/23	Ongoing
Phase 4:	**Apply a 365-day clock on all employees' sent folders**		
Task 1	Communicate to City employees reminders about the sent folder emails being deleted	1/2/24	1/15/24
Task 2	Establish rule and begin clock		
Task 3	Update Quick Reference Card if necessary and provide additional /refresher training for employees	1/2/24	1/31/24
Task 4	Emails older than one year that have been sent will be deleted if not moved by employee	2/1/24	Ongoing
Phase 5:	**Apply 2-year clock to all employees' email inbox folders**		
Task 1	Develop training materials/course to instruct employees to save emails that are records in the appropriate repository and how this will work	1/2/24	1/30/24
Task 2	Udpate quick reference guide for all employees on email folders management, if necessary	1/2/24	1/30/24
Task 3	Provide additional training and support to leadership and all employees	2/1/24	2/28/24

TASK	TASK DESCRIPTION	START	END
Task 4	Communicate to employees the date this will commence and which emails will be deleted.	3/1/24	3/30/24
Task 5	Apply clock and start deletions	4/1/24	Monthly & Ongoing

LIVERMORE
CALIFORNIA

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

DATE: September 11, 2023

TO: Honorable Mayor and City Council

FROM: Christine Martin, Assistant City Manager

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

RECOMMENDED ACTION

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

SUMMARY

On January 10, 2023, the City Council adopted a resolution ratifying the Proclamation of the Director of Emergency Services Concerning the Existence of a Local Emergency (Resolution No. 2023-001) in response to impacts from a series of severe storm events.

On February 27, April 24, June 12, and July 24, 2023, the City Council adopted resolutions of continued local emergency. California Government Code section 8630 directs the City Council to review the need for continuing the local emergency at least once every 60 days.

DISCUSSION

On January 4, 2023, the Executive Department of the State of California issued Executive Order N-2-23 proclaiming a State of Emergency for the Atmospheric River that started on December 27, 2022. On January 10, 2023, the City Council ratified a proclamation by the Emergency Services Director of the existence of a local emergency due to conditions of extreme peril to the safety of persons and property that arose within the City of Livermore caused by a series of severe rainstorms and high wind commencing in December 2022 and continuing through January 2023.

Proclamation 23-01 was ratified, as required, by the City Council within seven days (Resolution No. 2023-001). Once ratified, California Government Code section 8630 directs the City Council to review the need for continuing the local emergency at least once every 60 days. On February 27, 2023, the City Council adopted a resolution of continued local emergency (Resolution No. 2023-06).

On March 1, 2023, the Executive Department of the State of California issued a proclamation of State of

Emergency due to a severe winter storm event beginning in February 2023 bringing damaging winds and historic precipitation that caused federal and state highways and road closures, and continued to threaten critical infrastructures, power outages, etc.

On March 24, 2023, the Alameda County Director of Emergency Services proclaimed a state of emergency due to conditions of continuing peril that have been presented by winter storms that resumed on February 23, 2023, continuing through March 2023, causing extensive damage and local expenses throughout the County.

On February 27, April 24, June 12, and July 24, 2023, the City Council adopted resolutions of continued local emergency (Resolution Nos. 2023-026, and 2023-072, and 2023-111, and 2023-150 respectively).

Staff recommends that the City Council continue the emergency proclamation to reflect the fact that emergency repairs have not been fully implemented and on-going work is required to recover from the damage. Continuing the emergency proclamation allows staff to seek reimbursement of the eligible costs of this work from federal and state agencies through the public assistance program.

Work includes removing sediment and debris from creeks and trails, repairing creek banks that have been washed away, repairing damaged trails, and pedestrian bridge abutments. While the repair projects are still under evaluation, staff estimates about 30 damaged sites totaling approximately $9,000,000.

FISCAL AND ADMINISTRATIVE IMPACTS

The continuance of a Local Emergency allows the City to access federal, state and county resources, including potential financial reimbursements.

COMMUNITY PILLAR
1: A Safe Community That Thrives

GOAL
1: Oversee the City's emergency preparedness, management, and response efforts

ATTACHMENTS

1. Resolution

Prepared by: Herbert Cole
Management Analyst

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION OF CONTINUED LOCAL EMERGENCY

(Severe Storm Events – December 2022 through March 2023)

On January 10, 2023, the City Council adopted a resolution, *Ratifying the Proclamation of the Director of Emergency Services Concerning the Existence of a Local Emergency* (Resolution No. 2023-001). The emergency services proclamation concerns conditions of extreme peril to the safety of persons and property which have arisen within the City of Livermore caused by a series of severe rainstorms and high winds commencing in December 2022, and continuing through January 2023. On February 27, 2023, the City Council adopted a resolution of continued local emergency (Resolution No. 2023-026).

On March 1, 2023, California Governor, Gavin Newsom, proclaimed a state of emergency due to the severe winter storms that struck in late February as the result of an atmospheric river system forecast to continue through mid-March. The Governor issued his proclamation in response to a series of atmospheric river systems that impacted the State since late December 2022, that forced closures and damaged highways and roads, and caused other impacts that local agencies did not have time to mitigate, and that the continuing storms were expected to exacerbate those conditions. The Governor adopted a subsequent proclamation on March 28, 2023, to apply his March 1st proclamation to Alameda County. The Governor's proclamation directed the California Office of Emergency Services to provide assistance to local governments for the protection of public health and the environment, allowed for the mobilization of the California National Guard, allowed for state-owned properties to be made available for staging debris, and modified the hours-of-service limits in the California Vehicle Code and California Code of Regulations for fuel transportation and relief efforts.

Given the declaration of emergency by the State of California and Alameda County, and the existing damage and impacts from the prior storms, and in anticipation of additional storms and wind, and the need for continued debris removal, emergency response and protective measures, and permanent repairs, continue to present conditions that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City of Livermore.

On March 24, 2023, the Alameda County Director of Emergency Services proclaimed a state of emergency due to conditions of continuing peril that have been presented by winter storms that resumed on February 23, 2023, continuing through March 2023, causing extensive damage and local expenses throughout the Alameda County Operational Area.

Although efforts have been made to remedy the emergency conditions, City staff report that the emergency conditions identified by the proclamation still exist. City staff recommends continuing the declaration of emergency since it is required to be active in

order to remain eligible to apply for and receive funding for costs to respond to and repair damages caused by the storm events.

Once a proclamation of local emergency is adopted, California Government Code section 8630 directs the City Council to review the need for continuing the local emergency at least once every 60 days.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it has reviewed the January 4, 2023 proclamation of local emergency that the City Council ratified on January 10, 2023 (Resolution No. 2023-001) and continued on February 27, 2023 (Resolution No. 2023-026) and on April 24, 2023 (Resolution No. 2023-072), and on June 12, 2023 (Resolution No. 2023-111), and on July 24, 2023 (Resolution No. 2023-150) as well as the subsequent proclamations of emergency in March by both the State of California and the County of Alameda due to the continuing systems of storms affecting the State and local areas, and hereby finds that conditions warrant continued maintenance of that proclamation of local emergency.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 11, 2023, by the following vote:

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

ATTEST:

_____
Marie Weber
Deputy City Manager/City Clerk

APPROVED AS TO FORM:

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

LIVERMORE
CALIFORNIA

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

DATE: September 11, 2023

TO: Honorable Mayor and City Council

FROM: Joe Testa, Fire Chief

SUBJECT: Hearing to receive and consider protests related to the annual fire hazard abatement program and confirm the 2023 weed abatement assessments for collection on the County Assessor tax roll.

RECOMMENDED ACTION

Staff recommends City Council consider all protests, and if Council finds appropriate, adopt a resolution overruling protests and confirming the 2023 weed abatement assessments and direct staff to file a certified copy of the assessment report with the County Auditor.

SUMMARY

The Fire Department concluded weed abatement on three (3) parcels in July 2023. As a result, a significant fire hazard in the city has been reduced. A list of parcels abated is Exhibit A to the resolution.

DISCUSSION

Inspectors surveyed the parcels for compliance after the deadline date of May 31, 2023. All non-compliant parcels were notified with a “Notice of Intent to Abate Hazardous Vegetation” posted on the parcel and a certified letter was sent to the property owner. Staff provided a schedule to all property owners including abatement timelines, type(s) of work needed based on parcel type, size and locations as well as the administrative costs which are charged when the City of Livermore (the City) performs the abatement.

Invoices for each property abated have been sent to each property owner. In order to avoid the charges being placed on the parcel tax roll, property owners may pay invoices up to 5:00 p.m. on September 11, 2023.

FISCAL AND ADMINISTRATIVE IMPACTS

The total cost of weed abatement work was $4,859.25, which includes administrative costs incurred by the City based on Resolution No. 2023-056, which authorized the Fire Department to proceed with the

Fire Hazard Abatement Program. The total cost of work is fully recoverable and becomes a special assessment on the property owner's tax bill.

Administrative costs include staff time to continue monitoring weed and debris hazards, preparation of parcel lists, publication of notices, mailing of letters, and invoices for the work performed. Also included is the cost of updating the parcel databases.

COMMUNITY PILLAR

1: A Safe Community that Thrives

GOAL

5: Ensure effective fire suppression, prevention, emergency medical and disaster services to meet the evolving needs of our communities and other changing conditions

ATTACHMENTS

1. Resolution
2. Exhibit A - 2023 Weed Abatement Assessments

Prepared by: Shin Oh
Administrative Assistant

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION OVERRULING PROTESTS AND CONFIRMING ASSESSMENTS – FIRE HAZARD ABATEMENT

Pursuant to Government Code sections 39560, et seq., the City of Livermore ("City") has completed proper notice, hearings, and all required proceedings as described in Resolution Nos. 2023-035 and 2023-056 to abate fire hazards**.**

On March 13, 2023, the City Council passed and adopted Resolution No. 2023-035 declaring that there exist conditions of growing weeds, accumulated refuse, rubbish or dirt on private property and/or on the streets, parkways and/or sidewalks adjacent to each parcel of real property described in the resolution, and that such conditions are a public nuisance and shall be abated.

On April 10, 2023, the City Council adopted Resolution No**.** 2023-056 which ordered the abatement of the public nuisances on the properties described in the resolution and declared that the abatement costs (including administrative costs incurred by the City) are the responsibility of the property owners.

The City Clerk has, within the time required by law, prepared the assessment list for the abated properties identified in Exhibit A and caused it to be posted on or near the Council Chamber door with the time shown when said list shall be submitted to the City Council for confirmation at 7 p.m. on September 11, 2023.

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

1. All protests or objections of the property owners, if any, have been overruled by motion.

2. The weed abatement assessments identified in the attached Exhibit A are hereby confirmed, as submitted; and

3. The cost of abating weeds for each property including the administrative costs, shall become an assessment on the property for the unpaid invoiced amount and placed on the County tax roll.

On motion of Councilmember _____, seconded by Councilmember _____, the foregoing Resolution was passed and adopted on September 11, 2023, by the following vote:

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

ATTEST:

_____
Marie Weber
Deputy City Manager/City Clerk

APPROVED AS TO FORM:

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

Exhibit A - 2023 Weed Abatement Assessments

EXHIBIT A

Notice of Public Hearing September 11, 2023

Weed Abatement Assessments

The City Council will conduct a public hearing to consider and rule on protests on September 11, 2023 at 7:00 p.m. If you have any questions or need assistance prior to the meeting, contact the Livermore-Pleasanton Fire Department at 925-454-2366.

Parcel #	Property Address	Owner(s)	Mailing Address	Cost of Work	Admin Fee	Total Due
098 035005400	Marylin Ave	Kenneth A TR Kremer	22093 Redwood Rd Castro Valley, CA 94546	1,615.00	1,049.75	2,664.75
905 001500800	2768 Collier Canyon Rd	Chu Yuetming & Miriam L Trs	877 Independence Ave, Mountain View, CA 94043-2331	1,615.00	1,049.75	2,664.75
098 029800500	659 Andrews St	Sabin Don	2415 Olivera Rd Concord, CA 94520-1678	1,330.00	864.50	2,194.50
			Total	**4,560.00**	**$2,964.00**	**$4,859.25**

The real property described in Resolution No. 2023-056 has been posted as required by law and the City Clerk has given written notice of the abatement to all persons owning the property described in Resolution No. 2023-056 at least five days prior to the date set for the hearing of objections to the abatement.

Total due is rounded to even cents per County tax rules

Attachment 1

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 11.1**

DATE: September 11, 2023

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Supplemental materials received prior to the meeting.

RECOMMENDED ACTION

SUMMARY

These materials were posted online and made available to the public at the same time that they were distributed to the City Council.

4.0	Open Forum Material: Public Comment Received
6.1	Hearing to receive and consider protests related to the annual fire hazard abatement program and confirm the 2023 weed abatement assessments for collection on the County Assessor tax roll. Materials: Revised Exhibit A - 2023 Weed Abatement Assessments and PowerPoint Presentation
8.0	Council Committee Reports and Matters Initiated by City Manager, City Attorney, Staff, and Council Members Material: Council Reports

DISCUSSION

ATTACHMENTS

1. Supplemental Materials

Prepared by: Debbie Elam
Assistant City Clerk

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

From:	BETH DOWLING
To:	City Clerk
Subject:	Public Hearing 9/11/23 Comment for the Record
Date:	Saturday, August 19, 2023 5:30:38 PM
Attachments:	Letter to City 8-20-23.docx

Hello,
Please see my attached comments in preparation for the Public hearing scheduled for 9/11/23.
Thank you,
Margaret Dowling

August 20, 2023

Margaret E. Dowling
[redacted]
Livermore, CA 94551

Dear City Council of Livermore,

It has come to my attention that a 70 foot "monotree" cell tower is planned for Mocho Park (1174 Mocho Street) and I cannot find any plans for the cell tower locations in Livermore.

You have done a good job at creating an esthetically appealing community and I am very concerned that cell tower installations throughout the city, without careful planning, and communication of said plan, will drastically reduce the character and property values of Livermore.

Telecommunication companies are only interested in their bottom line, not how they impact our community, otherwise they would be installing more fiber optic cable. Please protect public land and our neighborhoods by carefully planning cell tower locations with "visual pollution avoidance" the highest priority (and making them look like plastic trees does not accomplish that). In fact, there are law suites underway against said monotrees for microplastic pollution. A 70 foot cell tower in little Mocho Park will be the height of visual pollution, arroyo water pollution and set a negative precedent.

No one should be surprised by cell towers mysteriously appearing in our parks and neighborhoods. Let's develop and communicate an equitable plan for all cell towers in Livermore. I ask you to stop this giant monotree cell tower in Mocho Park. I know we can do better.

Sincerely,

Margaret E Dowling

Margaret E. Dowling

Notice of Public Hearing September 11, 2023

Weed Abatement Assessments

The City Council will conduct a public hearing to consider and rule on protests on September 11, 2023 at 7:00 p.m. If you have any questions or need assistance prior to the meeting, contact the Livermore-Pleasanton Fire Department at 925-454-2366.

Parcel #	Property Address	Owner(s)	Mailing Address	Cost of Work	Admin Fee	Total Due
098 035005400	Marylin Ave	Kenneth A TR Kremer	22093 Redwood Rd Castro Valley, CA 94546	1,615.00	1,049.75	2,664.75
098 029800500	659 Andrews St	Sabin Don	2415 Olivera Rd Concord, CA 94520-1678	1,330.00	864.50	2,194.50
			Total	**2,945.00**	**$1,914.25**	**$4,859.25**

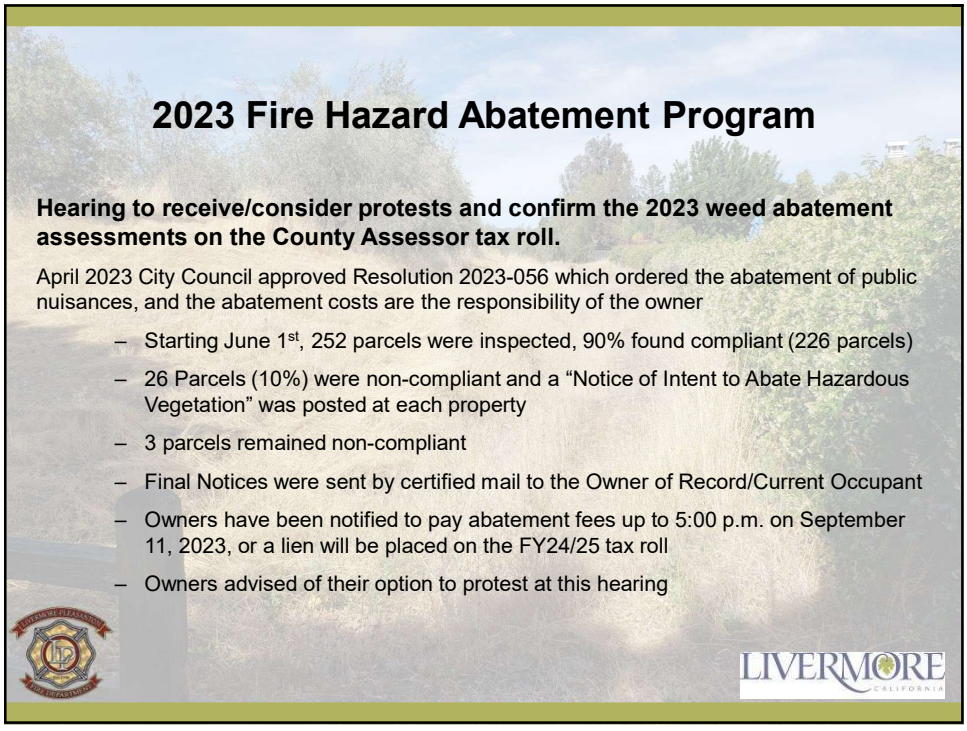
The real property described in Resolution No. 2023-056 has been posted as required by law and the City Clerk has given written notice of the abatement to all persons owning the property described in Resolution No. 2023-056 at least five days prior to the date set for the hearing of objections to the abatement.

Total due is rounded to even cents per County tax rules

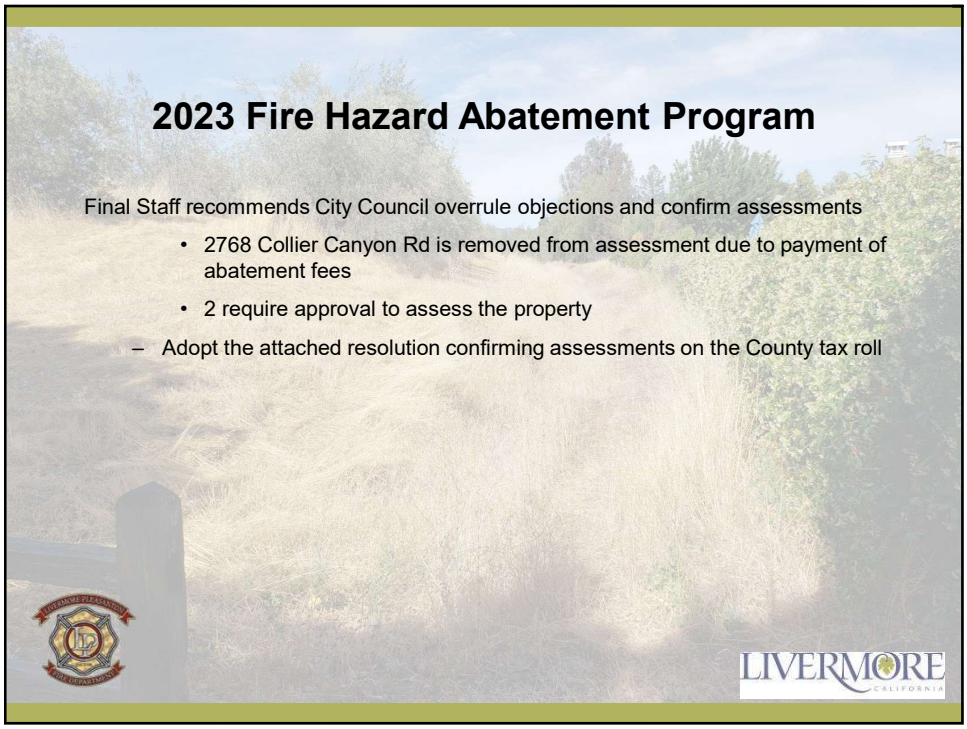
Attachment 1


2023 Fire Hazard Abatement Program
September 11, 2023
Presented by Ryan Rucker, Deputy Chief
LIVERMORE
CALIFORNIA

1


2023 Fire Hazard Abatement Program
Hearing to receive/consider protests and confirm the 2023 weed abatement assessments on the County Assessor tax roll.
April 2023 City Council approved Resolution 2023-056 which ordered the abatement of public nuisances, and the abatement costs are the responsibility of the owner
– Starting June 1st, 252 parcels were inspected, 90% found compliant (226 parcels)
– 26 Parcels (10%) were non-compliant and a "Notice of Intent to Abate Hazardous Vegetation" was posted at each property
– 3 parcels remained non-compliant
– Final Notices were sent by certified mail to the Owner of Record/Current Occupant
– Owners have been notified to pay abatement fees up to 5:00 p.m. on September 11, 2023, or a lien will be placed on the FY24/25 tax roll
– Owners advised of their option to protest at this hearing
LIVERMORE
CALIFORNIA

2


2023 Fire Hazard Abatement Program
Final Staff recommends City Council overrule objections and confirm assessments
• 2768 Collier Canyon Rd is removed from assessment due to payment of abatement fees
• 2 require approval to assess the property
– Adopt the attached resolution confirming assessments on the County tax roll
LIVERMORE
CALIFORNIA

3

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Mayor Marchand	7/26/2023	PG&E	Tour	Tour and demonstrations of the Emergency Ops and Wildfire Center
Mayor Marchand	7/27/2023	Alameda County Transportation Commission	Commission meeting	I-580 Express lane ops, RM3requests, Action on Dublin Blvd. and N. Canyons Parkway Extension
Mayor Marchand	7/29/2023	Little League Intermediate World Series	Opening Ceremonies	Spoke at the gathering of the teams and medal award ceremony.
Mayor Marchand	8/1/2023	City of Livermore	National Night Out	Attended eight neighborhood gatherings.
Mayor Marchand	8/2/2023	Livermore Cultural Arts Council	Business Meeting	Provided an update on City activities and heard from representatives of other arts organizations.
Mayor Marchand	8/10/2023	City of Livermore	Anniversary Recognition for 84 Market	Presented a certificate recognizing the anniversary of the store.
Mayor Marchand	8/10/2023	Livermore Heritage Guild	Meeting/Tour	Duarte Garage
Mayor Marchand	8/11/2023	Axis Community Health and Bay Area Community Health	Tour/Networking: Spoke with service providers and clients	Toured the facilities and services provided by many organizations at Cornerstone Church in recognition of National Health Center Week
Mayor Marchand	8/13/2023	St. Mary's Syriac Orthodox Church	Charity Launch	Spoke at the launch of their new charity program and community outreach. Met with the Archbishop.
Mayor Marchand	8/14/2023	Congressman Swalwell	District Tour	Toured facilities and received updaters on Axis Health, Vineyard 2.0 and ValleyLink
Mayor Marchand	8/16/2023	Winegrowers Association	Community gathering	Annual multi-denominational Blessing of the Grapes
Mayor Marchand	8/16/2023	Chamber of Commerce	Annual Business Expo	Attended and welcomed new business, Less Lethal California.
Mayor Marchand	8/19/2023	Sunflower Hill	Anniversary	Attended and spoke at the 10 year-anniversary for Sunflower Hill at the Hagemann Ranch.
Mayor Marchand	8/20/2023	Mosaic Lodge 218	Community gathering	Attended annual picnic.
Mayor Marchand	8/26/2023	Chamber of Commerce	Ribbon-cutting	New business welcome for Uncle Sharkii Poke Bar
Mayor Marchand	8/28/2023	Committee for American Islamic Relations	Presentation	Muslim Appreciation Month Proclamation
Mayor Marchand	8/31/2023	San Ramon Chamber of Commerce	Tri-Valley Mayors Summit	Spoke at the program and provided updates.

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Mayor Marchand	9/2/2023	Caledonian Club of San Francisco	Scottish Games	Attended, participated and spoke at the Opening Ceremonies.
Mayor Marchand	9/6/2023	Chamber of Commerce	Business Alliance meeting	Provided a City update report and heard a presentation from the Executive Director of the 3 Valleys Foundation.
Mayor Marchand	9/7/2023	Livermore Lab Foundation	Reception	Heard update on the activities of the Foundation.
Mayor Marchand	9/7/2023	Innovation Tri-Valley	Program	San Francisco Business Times "State of the Tri-Valley".
Mayor Marchand	9/8/2023	Open Heart Kitchen	Fundraiser	Heard an update on the expansion of Open Heart Kichen and the progress on Vineyard 2.0.
Mayor Marchand	9/9/2023	Quest Science Cetner	Summit	As part of the program, provided a presentation to the Livermore Youth Climate Action Summit on the City's activities to reduce GHG emissions and impact climate change.
Mayor Marchand	9/9/2023	Chamber of Commerce	Ribbon-cutting	Welcomed Rose Garden Smiles Dentistry
Mayor Marchand	9/9/2023	City of Livermore	Anniversary Celebration	Recognized the 140th Anniversary of the longest continuously operating family-owned winery in America, Wente Vineyards.
Mayor Marchand	9/11/2023	City of Livermore	Remembrance	22nd 9/11 Observance at Fire Station 9.
Mayor Marchand	9/11/2023	Alameda County Transportation Commission	Planning, Policy and Legislation Committee	Heard a legislative update and approved a contract for professional services.
Mayor Marchand	9/11/2023	Tri-Valley Cities Council	Meeting of the Tri-Valley Mayors, City/Town Managers and Legislative liaisons	Reviewed and received an update on the regional legislative agenda.

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Council Member Barrientos	9/8/2023	Open Heart Fundraiser	Open Heart fund raiser	Purpose is to raise money for the needy
Council Member Barrientos	9/9/2023	N/A	Livermore Arts Gala fundraiser	Purpose is to raise money for the Arts in Livermore

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event	Link to Meeting Agenda
Council Member Branning	7/26/2023	Tri-Valley NonProfit Alliance	Wine Giving Event	Art walk and celebration supporting TVNPA	
Council Member Branning	7/26/2023	Lawrence Livermore National Lab	Tour of LLNL		
Council Member Branning	7/27/2023	Livermore Chamber	Wine Country Luncheon	Revolutionizing the Future: Cultivating the Workforce for Tomorrow	
Council Member Branning	7/27/2023	League of California Cities	East Bay Division Meeting	Officer election and updates from State Health and Human Services Dept.	
Council Member Branning	7/29/2023	Little League Intermediate World Series	LLIWS kick off celebration		
Council Member Branning	7/31/2023	Rep. Swalwell and DeSaulnier	Town Hall	Updates from Congress	
Council Member Branning	8/3/2023	Little League Intermediate World Series	Throw out the first pitch		
Council Member Branning	8/10/2023	Intergovernmental Meeting	Intergovernmental Meeting	Updates from LVJUSD, LARPD, and Livermore City.	
Council Member Branning	8/15/2023	Livermore Downtown Inc.	Board Meeting	Updates and report out on Downtown	
Council Member Branning	8/16/2023	Livermore-Amador Valley Water Management Agency	Board Meeting		https://lavwma.com/event/august-16-2023-board-meeting/
Council Member Branning	8/16/2023	Livermore Chamber	Business Mixer		
Council Member Branning	8/18/2023	Alameda Labor Council	Unionist of the Year Dinner		
Council Member Branning	8/19/2023	Sunflower Hill	Anniversary celebration and Open House	Celebration and tour on Sunflower Hill's programs	
Council Member Branning	8/19/2023	Pleasanton Partnership in Education Foundation	Juanita Haugins BBQ	BBQ fundraiser supporting the Juanita Haugins scholarship.	
Council Member Branning	8/20/2023	Mosaic Lodge #218 Freemasons of Livermore	BBQ Picnic		
Council Member Branning	8/23/2023	Livermore Area Recreation and Park District	Volunteer Recognition Dinner		
Council Member Branning	8/26/2023	Center for Elder Independence	Poker Tournament Fundraiser		

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event	Link to Meeting Agenda
Council Member Branning	8/28/2023	Livermore-Amador Valley Transit Authority	Project and Services Committee		https://wheelsbus.com/wp-content/uploads/2023/08/PS-Agenda-082823.pdf
Council Member Branning	9/7/2023	Innovation Tri-Valley	State of the Tri-Valley	Honoring Livermore's 20 under 40ish and updates on issues and opportunities locally	
Council Member Branning	9/8/2023	Jewish Community Relations Council	BANJO Retreat	Retreat on issues of rising hate crimes and techniques to increase inclusiveness	