LIVERMORE
CALIFORNIA

CITY COUNCIL

AGENDA
MONDAY, OCTOBER 13, 2025

REGULAR MEETING – 7:00 PM

CLOSED SESSION - 6:00 PM

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

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

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

TV29:
Comcast TV Channel 29
tv29live.org

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

1. CLOSED SESSION - 6:00 PM

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

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

1.1 Public Employee Performance Evaluation. Annual evaluation of City Manager, pursuant to Government Code section 54957.

1.2 Conference with Labor Negotiators. To meet with Mayor Marchand and Vice-Mayor Branning, the City's negotiators, pursuant to Government Code section 54957.6 regarding negotiations for salary and compensation for Unrepresented Employee – City Manager.

2. CALL TO ORDER

ROLL CALL

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

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

3. PROCLAMATIONS AND PRESENTATIONS - NONE

4. ADVISORY BODY APPOINTMENTS

4.1 Confirm Advisory Body appointments to the Historic Preservation Commission and the Human Services Commission and direct the City Clerk to administer the oath of office.

Recommendation:
The City Council Subcommittee on Advisory Bodies recommends the City Council confirm the advisory body appointments to the Historic Preservation Commission and the Human Services Commission, and direct the City Clerk to administer the oath of office.

Staff Report

5. OPEN FORUM

- In conformance with the Brown Act, no City Council action can occur on items presented during Open Forum.
- To provide public comment in person, please submit a speaker card. When your name is called, walk to the lectern to address City Council.
- Comments are limited to a maximum of 3 minutes per person, per item. The Mayor may reduce the amount of time based on the number of persons wishing to speak.

- Open Forum will conclude after 30 minutes; however, if there are additional speakers, Open Forum will reconvene before the meeting adjourns.

6. CONSENT CALENDAR

Consent Calendar items are considered routine and are acted upon by the City Council with a single action. Members of the audience wishing to provide public input must submit a speaker card found at the entrance of the Council Chambers. A speaker is limited to a single comment with a maximum of three minutes for the entire Consent Calendar. If Consent Calendar items are pulled for discussion by the City Council, a speaker will be allowed one comment per item on the items pulled for discussion and a separate comment for the remaining Consent Calendar.

6.1 Approval of draft minutes - September 8, 2025 Regular Meeting

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

Staff Report
Attachments:
1. DRAFT 2025-09-08

6.2 Adopt an ordinance amending Title 3, Chapter 3.45 Social Opportunity Endowment Fund (SOE) sections 3.45.020 Purpose of the Fund and 3.45.040 Administration and Organization of Fund in the Livermore Municipal Code.

Recommendation:
Staff recommends the City Council **adopt an ordinance** amending Title 3. Chapter 3.45 Social Opportunity Endowment Fund sections 3.45.020 Purpose of the Fund and 3.45.040 Administration and Organization of Fund in the Livermore Municipal Code.

Staff Report
Attachments:
1. Ordinance
2. Exhibit A - Chapter 3.45 Social Opportunity Endowment Fund

6.3 Resolution authorizing the acceptance for permanent maintenance, release of the security bonds, and execution of a Notice of Completion for the Resurfacing and Sidewalk Improvements Project, comprised of the Street Resurfacing Project SM202201, Sidewalk Repair Project SM202302, and ADA Access Ramps Project SM202107.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the acceptance for permanent maintenance, release of the security bonds, and authorizing the City Manager to sign the Notice of Completion for the Resurfacing and Sidewalk Improvements Project, comprised of the Street Resurfacing Project SM202201, Sidewalk Repair Project SM202302, and ADA Access Ramps Project SM202107.

Staff Report

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

6.4 Resolution approving Final Tract Map 8388 Cherry Way, authorizing execution of a Subdivision Improvement Agreement for the Cherry Way Development, located at Cherry Way and Goldenrod Drive, and accepting on behalf of the public, all real property offered for dedication within Final Tract Map 8388 except for certain easements which the City Council reserves the right to accept at a future date.

Recommendation:
Staff recommends the City Council adopt a resolution:

1. Finding that the requirements of the California Environmental Quality Act have been satisfied;
2. Approving the Final Tract Map 8388 for recording;
3. Approving and authorizing execution of the Subdivision Improvement Agreement for Final Tract Map 8388 which includes a 12-month extension (24 months in total) to complete the required improvements; and
4. Accepting, on behalf of the public, all real property offered for the dedication within Final Tract Map 8388 in conformance with the terms of the offer except for the Public Utility Easement (P.U.E.) and Street Dedications including Cherry Way and Central Avenue, which the Council rejects at this time reserving the right to accept the offer at a future date.

Staff Report
Attachments:
1. Vicinity Map
2. Resolution
3. Exhibit A - Final Tract Map 8388
4. Exhibit B - Subdivision Improvement Agreement

6.5 Resolution authorizing the execution of a first amendment to the agreement with CSG Consultants, Inc. for on-call engineering map and plan review services for development projects and improvement plans, increasing the not-to-exceed amount from $400,000 to $800,000, adding language to allow the City to modify the contract, and extending the contract term through December 31, 2028.

Recommendation:
Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute the first amendment to the agreement with CSG Consultants, Inc. for on-call engineering map and plan review services for development projects and improvement plans, increasing the not-to-exceed amount from $400,000 to $800,000, adding language to allow the City to modify the contract, and extending the term of the contract through December 31, 2028.

Staff Report
Attachments:

1. Resolution
2. Exhibit A - First Amendment with CSG Consultants, LLC

6.6 Resolution authorizing the City Manager to approve and execute change orders or contract amendments for the Golf Course Damage Repair Project SD202132, (FEMA PA-09-CA-4308-PW-00602), in an amount not to exceed ten percent of the construction contract value of $2,680,785.

Recommendation:
Staff recommends that the City Council adopt a resolution authorizing the City Manager to approve and execute change orders or contract amendments for the Golf Course Damage Repair Project SD202132, (FEMA PA-09-CA-4308-PW-00602), in an amount not to exceed ten percent of the construction contract value of $2,680,785.

Staff Report
Attachments:
1. Site Map
2. Grade Tech Executed Construction Contract
3. Resolution

6.7 Resolution authorizing execution of an agreement with Carollo Engineers, Inc., in an amount not-to-exceed $1,783,054 and a term ending June 30, 2029, to provide design and construction support services for the Water Reclamation Plant Digester Heating Loop Replacement Project WW202315.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an agreement with Carollo Engineers, Inc., in an amount not-to-exceed $1,783,054 and a term ending June 30, 2029, to provide design and construction support services for the Water Reclamation Plant Digester Heating Loop Replacement Project WW202315.

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

6.8 Resolution authorizing the execution of a maintenance and support agreement with Sun Ridge Systems, Inc. to provide software support and services for the public safety computer-aided dispatch/records management/report writing software and related systems in an amount not-to-exceed $395,003 through October 31, 2028.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the City Manager to sign an agreement with Sun Ridge Systems, Inc. to provide continued software support for the City's Public Safety Computer Aided Dispatch/Records Management/Report Writing Software and related systems in an amount not-to-exceed $395,003 through October 31, 2028, in accordance with Livermore Municipal Code 2.68.060.

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

6.9 Resolution authorizing execution of an agreement with National Trench Safety, Inc. for traffic control services at the San Francisco Premium Outlets and other sites as needed throughout the city, in an amount not-to-exceed $1,700,000, from November 1, 2025, through October 31, 2030.

Recommendation:
Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute an agreement with National Trench Safety, Inc. for traffic control services at the San Francisco Premium Outlets and other sites as needed throughout the city, in an amount not-to-exceed $1,700,000, from November 1, 2025, through October 31, 2030.

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

6.10 Resolution awarding and authorizing the execution of an agreement with TriValley Janitorial Service and Supply, Inc. to provide janitorial services at various City facilities in an amount not-to-exceed $3,300,000 for a five-year term ending December 31, 2030.

Recommendation:
Staff recommends the City Council adopt a resolution awarding and authorizing execution of an agreement with TriValley Janitorial Service and Supply, Inc. (TriValley Janitorial) to provide janitorial services at various City facilities in an amount not-to-exceed $3,300,000 for a five-year term ending December 31, 2030.

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

6.11 Resolution awarding and authorizing the execution of an agreement with Mission Critical Specialists, Inc. to replace the uninterruptible power supply at City Hall, Police Station, and Civic Center Library in an amount not-to-exceed $300,000 for a one-year term ending October 31, 2026.

Recommendation:
Staff recommends the City Council adopt a resolution awarding and authorizing execution of an agreement with Mission Critical Specialists, Inc. to replace the uninterruptible power supply at City Hall, Police Station, and Civic Center Library in an amount not-to-exceed $300,000 for a one-year term ending October 31, 2026.

Staff Report

Attachments:

1. Resolution
2. Exhibit A - Agreement

6.12 Resolution authorizing the execution of an agreement with Noll and Tam Architects in an amount not-to-exceed $302,140 and a term ending December 31, 2030, to provide plans, specifications, and engineering services during construction for the Civic Center Library Teen Space Improvement Project BL202418.

Recommendation:

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an agreement with Noll and Tam Architects in an amount not-to-exceed $302,140 and a term ending December 31, 2030, to provide design and construction support services for the Civic Center Library Teen Space Improvement Project BL202418.

Staff Report

Attachments:

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

6.13 Resolution authorizing California Statewide Communities Development Authority to form a Community Facilities District for the Isabel Crossing (Tract 8659) project in accordance with Development Agreement (DA22-001).

Recommendation:

Staff recommends the City Council adopt a resolution:

1. Authorizing the California Statewide Communities Development Authority (CSCDA) to form a Community Facilities District (CFD) to allow for financing of impact fees and public infrastructure for the Isabel Crossing (Tract 8659) project to satisfy the CFD provisions under Development Agreement (DA22-001);
2. Determining that Section 2.68 of the Municipal Code Contracts and Purchasing does not apply to the project; and
3. Direct the City Engineer to review to review the bid(s) solicited by the Developer and to confirm that, for each facility, the amount paid to the Developer under the Acquisition Agreement does not exceed the actual cost of the facility.

Staff Report

Attachments:

1. Resolution
2. Exhibit A - District Boundary
3. Exhibit B - Authorized Improvements and Fees

6.14 Resolution approving the Memorandum of Understanding between the City of Livermore and the Association of Livermore Employees.

Recommendation:

Staff recommends that the City Council adopt a resolution authorizing the execution of the Memorandum of Understanding (MOU) between the City of Livermore and the Association of Livermore Employees for the period of October 1, 2025, through September 30, 2029.

Staff Report
Attachments:
1. Redlined Memorandum of Understanding
2. Resolution
3. Exhibit A - ALE MOU 2025-2029

6.15 Resolution approving the City of Livermore Salary Plan as of October 6, 2025, in accordance with California Code of Regulations, Title 2, Section 570.5.

Recommendation:
Staff recommends the City Council adopt a resolution approving the City of Livermore Salary Plan as of October 6, 2025, in accordance with California Code of Regulations, Title 2, Section 570.5.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Salary Plan Dated October 6, 2025

6.16 Resolution accepting the Federal Emergency Management Agency (FEMA) 2024 Assistance to Firefighters Grant (AFG), appropriating $519,207, and entering into an agreement with FEMA to use the funds for three Emergency Medical Technicians (EMTs) to advance to the rank of Firefighter Paramedics

Recommendation:
Staff recommends the City Council adopt a resolution:
1. Authorizing the City Manager, on behalf of and for the Livermore-Pleasanton Fire Department JPA (LPFD) in her capacity as a Joint Executive Director for LPFD, to execute any agreements and accept a $472,006 grant from FEMA; and
2. Authorizing appropriation of $519,207 including the $472,006 FEMA grant and $47,201 for the required match in LPFD's FY 2025-26 Operating Fund budget for the purpose of advancing EMTs to Firefighter Paramedics.

Staff Report
Attachments:
1. Grant Award Letter
2. Resolution

7. PUBLIC HEARINGS

7.1 Adoption of an ordinance amending and revising the Building Code, Property Maintenance Code, Fire Code, Electrical Code, Mechanical Code, Plumbing Code, Residential Code, Swimming Pool and Spa Code, Wildland Urban Interface Code, and the Green Building Standards Codes in the City's Municipal Code, to adopt by reference and amend the 2025

California Building Standards Code and the codes set forth therein. No amendments are proposed to the California Residential Code or other codes currently governing residential structures. All provisions related to residential construction remain substantially similar to current regulations, with only editorial revisions that do not affect regulatory requirements.

Recommendation:
Staff recommends the City Council **adopt an ordinance**, with an effective date of January 1, 2026:

1. Revising and amending Chapter 15.02 (Building Code), 15.04 (Property Maintenance Code), 15.06 (Fire Code), 15.08 (Electrical Code), 15.10 (Mechanical Code), 15.12 (Plumbing Code), 15.14 (Residential Code), 15.26 (Green Building Standards Code), 15.92 (Swimming Pool and Spa Code), and 15.94 (Wildland Urban Interface Code) in The Livermore Municipal Code.
2. Adopting new Chapters 15.02 (Building Code), 15.06 (Fire Code), 15.08 (Electrical Code), 15.10 (Mechanical Code), 15.14 (Residential Code), 15.26 (Green Building Standards Code), and 15.94 (Wildland Urban Interface Code) of the Livermore Municipal Code by adopting and amending the 2025 Editions of the California Building, Fire, Electrical, Mechanical, Plumbing, Residential, Wildland Urban Interface, and Green Building Standards Codes.
3. Adopting new Chapter 15.04 (Property Maintenance Code) and 15.92 (Swimming Pool and Spa Code), of the Livermore Municipal Code by adopting and amending the 2024 edition of the International Property Maintenance Code and the 2024 edition of the International Swimming Pool and Spa Code.
4. Find that all codes adopted herein related to residential structures are “substantially similar” to the one currently in place and the Residential Code will not be amended before June 2031 in compliance with AB 130 and AB 306.

Staff Report
Attachments:
1. Ordinance
2. Exhibit A - Chapter 15.02, Building Code
3. Exhibit B - Chapter 15.04, Property Maintenance Code
4. Exhibit C - Chapter 15.06, Fire Code
5. Exhibit D - Chapter 15.08, Electrical Code
6. Exhibit E - Chapter 15.10, Mechanical Code
7. Exhibit F - Chapter 15.12, Plumbing Code
8. Exhibit G - Chapter 15.14, Residential Code
9. Exhibit H - Chapter 15.26, Green Building Standards Code
10. Exhibit I - Chapter 15.92, Swimming pool and Spa Code
11. Exhibit J - Chapter 15.94, Wildland-Urban Interface Code
12. Exhibit K - Notable Amendments to Building Standards Code

7.2 Hearing to receive and consider protests related to the annual fire hazard abatement program and confirm the 2025 Weed Abatement Program 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 2025 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 - 2025 Weed Abatement Assessments

8. MATTERS FOR CONSIDERATION - NONE

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

10. ADJOURNMENT

To a Regular City Council meeting on Monday, October 27, 2025 at 7:00 pm, Civic Center Meeting Hall, City Council Chamber, 1016 S. Livermore Avenue.

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. Please note that the City Council is prohibited by State law from taking action on any items that are not listed on the agenda. However, if your item requires action, the City Council may place it on a future agenda or direct staff to work with you and/or report to the City Council on the issue.

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

Other Agenda Items are also open for public input including Advisory Body Appointments, Consent Calendar, or Matters for Consideration items. These comments are also subject to the 3-minute limit. Public comment is not accepted on Proclamations and Presentations.

Special Meetings, Workshops - The public will have the opportunity to address the City Council regarding the item that is the subject of the special meeting or workshop. Public

comments are limited to a maximum of 3 minutes per person.

Platforms to Participate in Meetings:

Submission of Comments Prior to the Meeting:

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

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

Submission of Comments During the Meeting:

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

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

TV29: tv29live.org Comcast Cable 29

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

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

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

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

PURSUANT TO TITLE II OF THE AMERICANS WITH DISABILITIES ACT (CODIFIED AT 42 UNITED STATES CODE SECTION 12101 AND 28 CODE OF FEDERAL REGULATIONS PART 35), AND SECTION 504 OF THE REHABILITATION ACT OF 1973, THE CITY OF LIVERMORE DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, RELIGION,

NATIONAL ORIGIN, ANCESTRY, SEX, DISABILITY, AGE OR SEXUAL ORIENTATION IN THE PROVISION OF ANY SERVICES, PROGRAMS, OR ACTIVITIES. TO ARRANGE AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING, PLEASE CONTACT THE ADA COORDINATOR AT ADACOORDINATOR@LIVERMORECA.GOV OR CALL (925) 960-4170 (VOICE) OR (925) 960- 4104 (TDD) AT LEAST THREE (3) BUSINESS DAYS IN ADVANCE OF THE MEETING.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 4.1**

DATE: October 13, 2025

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Confirm Advisory Body appointments to the Historic Preservation Commission and the Human Services Commission and direct the City Clerk to administer the oath of office.

RECOMMENDED ACTION

The City Council Subcommittee on Advisory Bodies recommends the City Council confirm the advisory body appointments to the Historic Preservation Commission and the Human Services Commission, and direct the City Clerk to administer the oath of office.

DECISION TYPE

Administrative

SUMMARY

On September 17, 2025, the City Council Subcommittee on Advisory Bodies interviewed applicants for vacancies on the Historic Preservation Commission and the Human Services Commission and have submitted their recommendation for City Council consideration and appointment.

DISCUSSION

On September 17, 2025, the City Council Subcommittee on Advisory Bodies interviewed applicants for vacancies on the Historic Preservation Commission, and the Human Services Commission and recommends confirmation of the following appointments:

Historic Preservation Commission 2 Vacancies
Appointment to an unexpired term ending May 1, 2028

- Daniel Curtis

Appointment to an unexpired term ending May 1, 2029

- Devon Caulfield

Human Services Commission, 3 Vacancies
Appointment to an unexpired term ending November 1, 2028

- Yang (Anna) You

Reappointment to regular term ending November 1, 2029

- Tracy Nakamura

Appointment to regular term ending November 1, 2029

- Steven Cox

Upon the City Council's confirmation of the appointments by motion, the City Clerk will administer the oath of office to new appointees.

FISCAL AND ADMINISTRATIVE IMPACTS

No material fiscal or administrative impacts result from confirmation of these appointments.

COMMUNITY PILLAR

5: A City That Works

GOAL

2: Engage effectively with the City's advisory bodies

ATTACHMENTS

Prepared by: Helena Graves
Deputy City Clerk

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

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

DATE: October 13, 2025

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Approval of draft minutes - September 8, 2025 Regular Meeting

RECOMMENDED ACTION

Staff recommends the City Council approve the draft minutes.

DECISION TYPE

Administrative

SUMMARY

DISCUSSION

ATTACHMENTS

1. DRAFT 2025-09-08

Prepared by: Debbie Elam
City Clerk

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

DRAFT MINUTES

LIVERMORE
CALIFORNIA

CITY COUNCIL
SEPTEMBER 8, 2025

SUMMER LEARNING AWARDS PRESENTATION
6:00 PM

LIBRARY SUMMER LEARNING AWARDS - 6:00 pm

1. CALL TO ORDER - Mayor Marchand called the meeting to order at 6:03 pm. Present: Mayor John Marchand, Vice Mayor Evan Branning, and Council Members Steven Dunbar, and Kristie Wang. Council Member Barrientos was absent. Library Director Anwan Baker and Assistant Library Services Director Nathan Brumley presented the Summer Reading Program awards.

Council Member Barrientos arrived at 6:36 pm.

CLOSED SESSION

CALL TO ORDER – The Closed Session of the City Council was called to order by Mayor John Marchand at 6:45 pm, held in person at 1016 S. Livermore Avenue.

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

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

Mayor Marchand opened the public comment period.

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

1. ADJOURN TO CLOSED SESSION

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

1.2 Conference with Real Property Negotiator. To meet with Paul Spence, Assistant City Manager and Brent Smith, Community Development Director, the City's negotiators pursuant to Government Code section 54956.8, regarding the sale and purchase of a portion of real property at Assessor's Parcel No. 99-950-8-

2. The City's negotiators may negotiate with Mat Fuzie, General Manager, on behalf of Livermore Area Recreation and 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 7:01 pm, held in person at 1016 S. Livermore Avenue.

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

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

Acting City Attorney Tara Mazzanti provided the following report of action taken in Closed Session:

Pursuant to Government Code 54957.1(a), I'm reporting that in the matter of Alameda County Taxpayers' Association and Alan Heckman v. City of Livermore, Alameda County Superior Court Case No. 23CV047436, the City Council voted unanimously to approve the settlement agreement and mutual release signed by the Petitioners that releases the City of Livermore and resolves the lawsuit in exchange for:

1. A $1,562,379 credit to the water utility and $2,220,621 credit to the sewer utility pursuant to Government Code 53758.5;
2. Cessation of charging the water and sewer utilities rent for the use of the public right-of-way pursuant to the methodology in the 2009 MGT of America Study;
3. Creation of a restricted fund for street pavement maintenance costs paid by the water and sewer utilities; and
4. The payment of $271,000 in attorneys' fees.

This case concerned transfers of funds from the water, sewer, and stormwater enterprises to the general fund. The City Council has authorized the City Manager to execute the settlement agreement and mutual release.

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Proclamation declaring September 2025 as Emergency Preparedness Month, presented to Herbert Cole, City of Livermore Emergency Manager

Mayor Marchand presented a proclamation to Herbert Cole, Emergency Manager, declaring September 2025 as Emergency Preparedness Month.

3.2 Proclamation declaring September 2025 as Library Card Sign-up Month, presented to Nathan Brumley, Assistant Library Services Director

Mayor Marchand presented a proclamation to Nathan Brumley, Assistant Library Services Director, declaring September 2025 as Library Card Sign-up Month.

3.3 Proclamation declaring September 15-21, 2025, as Pollution Prevention Week presented to Braden Christensen, Water Resource Source Control Inspector.

Mayor Marchand presented a proclamation to Braden Christensen, Water Resource Source Control Inspector, declaring September 15-21, 2025, as Pollution Prevention Week.

4. ADVISORY BODY APPOINTMENTS – NONE

5. OPEN FORUM

Mayor Marchand opened the public comment period.

Greg Scott provided a comment.

Connie Kopps provided a comment.

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

6. CONSENT CALENDAR

Mayor Marchand opened the public comment period.

Item 6.8 **Larry Gosselin** provided a comment.

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

Item 6.1 was removed from the Consent Calendar for separate discussion and action.

ON THE MOTION OF COUNCIL MEMBER DUNBAR, SECONDED BY VICE MAYOR BRANNING, AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL APPROVED CONSENT CALENDAR WITH THE EXCEPTION OF ITEM 6.1.

6.1 Acknowledgement of draft minutes - February 1, 2021 Special Meeting.

Debbie Elam, City Clerk, attested the minutes from February 1, 2021.

6.2 Approval of draft minutes - July 28, 2025 Special Closed Session Meeting, July 28, 2025 Special Workshop Meeting, July 28, 2025 Regular Meeting, August 4, 2025 Special Closed Session Meeting, and August 11, 2025 Special Closed Session Meeting.

6.3 Adoption of Ordinance 2179 amending Development Agreement (DA) 18-001 revising the terms and timing of the off-site improvements including a public trail and public sewer line. The Development Agreement vests a previously approved project for 186 two- and three-story townhomes on a vacant 35-acre site located at the terminus of Lassen Road northwest of the First Street/I-580 Interchange and north of I-580.

6.4 Introduce an ordinance amending and revising the Building Code, Property Maintenance Code, Fire Code, Electrical Code, Mechanical Code, Plumbing Code, Residential Code, Swimming Pool and Spa Code, Wildland Urban Interface Code, and the Green Building Standards Codes in the City's Municipal Code, to adopt by reference and amend the 2025 California Building Standards Code and the codes set forth therein. No amendments are proposed to the California Residential Code or other codes currently governing residential structures. All provisions related to residential construction remain substantially similar to current regulations, with only editorial revisions that do not affect regulatory requirements.

6.5 Introduce an ordinance amending Title 3, Chapter 3.45 Social Opportunity Endowment Fund (SOE) sections 3.45.020 Purpose of the Fund and 3.45.040 Administration and Organization of Fund in the Livermore Municipal Code.

6.6 Resolution 2025-138 ratifying the execution of a fourth amendment to the agreement with Consolidated Engineering Laboratories for construction inspection, special inspections, and material testing services for the Livermore Village Parking Garage Project DR586003 to increase the not-to-exceed amount by $100,000 from $624,000 to $724,000 and extend the termination date to June 30, 2026.

6.7 Resolution 2025-139 authorizing execution of agreements with Swaim Biological, Inc., in an amount not-to-exceed $800,000 and with WRA, Inc. in an amount not-to-exceed $500,000 to provide on-call engineering environmental support services with terms ending December 31, 2028.

6.8 Resolution 2025-140 authorizing the City Manager to execute a Memorandum of Agreement with the East Bay Regional Park District for the interim and long-term land management and monitoring of the 211-acre Doolan Canyon Conservation Easement Project that provides wildlife habitat mitigation for the El Charro Specific Plan Development, Isabel Interchange Project, and the Livermore Toyota Dealership Development Project.

6.9 Resolution 2025-141 accepting the Altamont Landfill Open Space Committee’s recommendation to fund the University of California Davis Road Ecology Center grant request in the amount of $246,803 for consultant services; and

Resolution 2025-142 accepting the Altamont Landfill Open Space Committee’s recommendation to fund the California Rangeland Trust grant request in the

amount of $790,468, for the purchase of a conservation easement for the Sweet Ridge Ranch (160-Acres) in eastern Alameda County; and

Resolution 2025-143 accepting the Altamont Landfill Open Space Committee's recommendation to fund the Tri-Valley Conservancy grant request in the amount of $25,000 for consultant services; and

Resolution 2025-144 accepting the Altamont Landfill Open Space Committee's recommendation to fund the Tri-Valley Conservancy grant request in the amount of $500,000 for the purchase of the Altamont Hills property (32-acres) in eastern Alameda County (APN 99-5680-4).

6.10 Resolution 2025-145 determining Tract 8659, Isabel Crossings, located south of Portola Avenue and west of Isabel Avenue, is annexed to the City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services).

6.11 Resolution 2025-146 determining that Parcel Map 11219, SMP 40, located south of Atlantis Street and Challenger Street is annexed to the City of Livermore Community Facilities District No. 2021-1 (Maintenance and Public Services).

6.12 Resolution 2025-147 adding the Arroyo Vista Base Repairs Project SM202629 to the 2025-2030 Capital Improvement Plan and authorizing allocations of $400,000 of County Measure BB – Local Streets & Roads (Fund 552) in Fiscal Year 2025-26.

6.13 Resolution 2025-148 authorizing an agreement between City of Livermore and The Alliance for Community Wellness dba La Familia to allocate $350,000 in Opioid Settlement Funds for predevelopment costs of a substance use disorder treatment facility located at 16459 Tesla Road in the unincorporated county.

6.14 Resolution 2025-149 authorizing execution of an agreement with Blair, Church & Flynn Consulting Engineers, in an amount not-to-exceed $289,400 and a term ending December 31, 2029, to provide design and construction support services for the City Fleet Electrification, Phase 2 Project BL202514.

6.15 Resolution 2025-150 authorizing execution of a purchase order with 72 Hour LLC dba National Auto Fleet Group for four replacement Ford Super Duty F250 XL 2WD Super Cab Trucks with Scelzi bodies in an amount not-to-exceed $368,191.

6.16 Resolution 2025-151 approving City Council Policy on City Officials' Use of Electronic Communications and Social Media.

6.17 Resolution 2025-152 appointing an Acting City Attorney.

7. PUBLIC HEARINGS

7.1 Hearing to consider a request to approve development of a new, approximately 225,500 square-foot light industrial building and research and

development facility on an approximately 14-acre vacant parcel along West Jack London Boulevard west of the Oaks Business Park and an economic incentive package. The facility would test and demonstrate commercially viable clean energy through fusion power.

Recommendation: The Planning Commission and staff recommended the City Council:

1. Adopt a resolution finding that the project is exempt under the California Environmental Quality Act section 21080.69, as amended by Senate Bill 131, a project that consists exclusively of a facility for advanced manufacturing and certify/adopt an Addendum to the SMP 39/SMP 40 Environmental Impact Report, in accordance with the California Environmental Quality Act;
2. I**ntroduce an ordinance**, and waive the first reading of Planned Development Industrial Zoning Amendment (PD-I) 25-002 and direct staff not to proceed with a second reading or adoption of the ordinance if Pacific Fusion opts not to locate in Livermore, thereby invalidating the project approvals established by resolution;
3. Adopt a resolution approving Vesting Tentative Tract Map Amendment (VTTM) 8656/Subdivision (SUB) 25-001, Site Plan Design Review (SPDR) 25-005, and Conditional Use Permit (CUP) 25-002; and
4. Direct the Planning Manager to file a Notice of Exemption and Notice of Determination, in accordance with the provisions of the California Environmental Quality Act, subject to project approval.

Recommendation: Staff recommended the City Council:

1. Adopt a resolution authorizing economic incentive package terms for Pacific Fusion and directing staff to proceed with negotiating an economic incentive agreement and to prepare related documents for subsequent Council action.

Emily LaDue, Planning Tech Consultant, presented the staff report.

Keith LeChien, co-founder and Chief Technology Officer for Pacific Fusion, provided brief comments.

Mayor Marchand opened the public hearing.

Greg Scott provided a comment.

Rick Stulen provided a comment.

Katie Marcel provided a comment.

Alan Burnham provided a comment.

Drew Felker provided a comment.

Tracy Farhad provided a comment.

Alan Marling provided a comment.

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

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

Resolution 2025-153 finding that the project is exempt under the California Environmental Quality Act section 21080.69, as amended by Senate Bill 131, a project that consists exclusively of a facility for advanced manufacturing

Resolution 2025-054 certifying/adopting an Addendum to the SMP 39/SMP 40 Environmental Impact Report, in accordance with the California Environmental Quality Act

Introduced an Ordinance and waived the first reading of Planned Development Industrial Zoning Amendment (PD-I) 25-002 and direct staff not to proceed with a second reading or adoption of the ordinance if Pacific Fusion opts not to locate in Livermore, thereby invalidating the project approvals established by resolution

Resolution 2025-155 approving Vesting Tentative Tract Map Amendment (VTTM) 8656/Subdivision (SUB) 25-001, Site Plan Design Review (SPDR) 25-005, and Conditional Use Permit (CUP) 25-002.

Resolution 2025-156 authorizing economic incentive package terms for Pacific Fusion and directing staff to proceed with negotiating an economic incentive agreement and to prepare related documents for subsequent Council action.

8. MATTERS FOR CONSIDERATION

8.1 Designation of voting delegate and alternates for the 2025 League of California Cities General Assembly.

Recommendation: Staff recommend the City Council appoint one voting delegate and up to two alternates to represent the City of Livermore at the 2025 League of California Cities General Assembly.

Mayor Marchand opened the public comment period.

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

ON THE MOTION OF MAYOR MARCHAND, SECONDED BY COUNCIL MEMBER WANG AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL APPOINTED VICE MAYOR BRANNING AS THE VOTING DELEGATE WITH

COUNCIL MEMBERS BARRIENTOS AND WANG AS ALTERNATES.

8.2 Resolution appointing and approving an employment contract with a new City Attorney.

Recommendation: The City Attorney Selection Committee recommended the City Council adopt a resolution appointing Kimberly D. Cilley as City Attorney and approving the employment contract.

Tina Olson, Administrative Services Director, 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 COUNCIL MEMBER BARRIENTOS, SECONDED BY COUNCIL MEMBER DUNBAR AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION:

Resolution 2025-156 appointing and approving an employment contract with a new City Attorney.

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

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

Livermore Bikes and Brews 2025 Council Member Dunbar announced an upcoming annual event on October 11, 2025 and urged interested parties to register.

Livermore Lions Club Council Member Barrientos discussed his attendance at a virtual summit August 17, 2025 and a co-hosted Summer Festival event September 6, 2025.

City of Livermore/Livermore Area Recreation and Parks District Vice Mayor Branning announced the upcoming Livermore Community Service Day on September 20, 2025.

10. ADJOURNMENT – at 8:36 pm in memory of Alan Frank, former City Historian, to a Special City Council Meeting on Monday, September 29, 2025 at 5:00 pm, and a Regular City Council Meeting on Monday October 13, 2025 at 7:00 pm, Civic Center Meeting Hall, City Council Chamber, 1016 S. Livermore Avenue.

APPROVED: _____
JOHN P. MARCHAND, MAYOR

ATTEST: _____
DEBORAH L. ELAM, CITY CLERK

LIVERMORE
CALIFORNIA

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

DATE: October 13, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Adopt an ordinance amending Title 3, Chapter 3.45 Social Opportunity Endowment Fund (SOE) sections 3.45.020 Purpose of the Fund and 3.45.040 Administration and Organization of Fund in the Livermore Municipal Code.

RECOMMENDED ACTION

Staff recommends the City Council **adopt an ordinance** amending Title 3. Chapter 3.45 Social Opportunity Endowment Fund sections 3.45.020 Purpose of the Fund and 3.45.040 Administration and Organization of Fund in the Livermore Municipal Code.

DECISION TYPE

Legislative

SUMMARY

DISCUSSION

ATTACHMENTS

1. Ordinance
2. Exhibit A - Chapter 3.45 Social Opportunity Endowment Fund

Prepared by: Josh Thurman
Human Services Programs Manager

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN ORDINANCE AMENDING TITLE 3, CHAPTER 3.45 SOCIAL OPPORTUNITY ENDOWMENT FUND (SOE) SECTIONS 3.45.020 *PURPOSE OF THE FUND* AND 3.45.040 *ADMINISTRATION AND ORGANIZATION OF FUND* IN THE LIVERMORE MUNICIPAL CODE

The Social Opportunity Endowment Fund (SOE) was established by City Council in 2006 (Municipal code section 3.45; Reso #2006-38; Ordinance No. 1790) to provide a long-term, stable funding source for the delivery of quality human services to low-income City of Livermore residents.

In 2006 Shea Homes initially capitalized the SOE through a Development Agreement (114-97) contribution for Tract 7610. The City received $956,000 in revenue plus $94,193 in interest earned over the life of the fund which was fully expended between FY 2006-07 to FY 2022-23.

Due to the growing need for services in the community, and replenishment of SOE funds through development agreements, staff are recommending the SOE ordinance be amended to reflect inflation and the increase in cost of doing business. The current SOE ordinance, which was adopted in 2006, allows up to $80,000 to be spent per year on human services programs.

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

Section 1. *Purpose*. This ordinance amendment to the Social Opportunity Endowment Fund ensures long-term sustainability to the fund.

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

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

A. Title 3 (Revenue and Finance). Chapter 45 (Social Opportunity Endowment Fund), Section 020 (Purpose of the fund) is amended to read as follows:

The purpose of the fund is to provide a long- term, stable funding source for the delivery of quality human services to low income city residents.

The primary goal of the fund is to maximize the efficient and cost-effective delivery of human services and to facilitate collaborative efforts and a coordinated approach to improve and expand the delivery of quality human services to low income residents in the City.

The fund is intended to be similar to an endowment whereby the balance of the fund is grown so that the interest earnings ~~alone~~ provide a stable source of revenue in addition to slowly drawing down the principal to support the delivery of human services in the City.

B. Title 3 (Revenue and Finance). Chapter 45 (Social Opportunity Endowment Fund), Section 040 (Administration and organization of fund), subsection E is amended to read as follows:

E. To maintain a consistent source of funding for human services, no more than ~~$80,000 or 30 percent of the balance of the fund, whichever is less,~~ $150,000 ("Available Award"), may be awarded each fiscal year. The Available Award shall be increased each fiscal year beginning fiscal year 2026-27 by 3% of the then current total of the Available Award.

The City is not obligated to award the full amount available each fiscal year for award from the fund. ~~The maximum cumulative amount that may be awarded in a fiscal year shall not exceed the difference between the total amount to be awarded for human services for that fiscal year and the public service portion of the City's community development block grant entitlement.~~

The remaining balance of the fund shall be invested consistent with Section 53601 of the Government Code and the City's standard practices.

Section 4. *Environmental.* The passage of this ordinance is not a project according to the definition in the California Environmental Quality Act and, therefore, is not subject to the provisions requiring environmental review.

Section 5. *Severability*. If any part of this ordinance is declared invalid by a court, such invalidity shall not affect any of the remaining parts.

Section 6. *Effective date*. This Ordinance shall take effect 30 days after its adoption.

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore held on September 8, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

The ordinance was adopted at the regular meeting of the City Council held on October 13, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mayor, City of Livermore

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Daniel Gonzales
Daniel Gonzales
Deputy City Attorney

Exhibit A – Chapter 3.45 Social Opportunity Endowment Fund

Chapter 3.45
SOCIAL OPPORTUNITY ENDOWMENT FUND

Sections:

3.45.010 Creation of fund.

3.45.020 Purpose of the fund.

3.45.030 Definitions.

3.45.040 Administration and organization of fund.

3.45.050 Awards from fund.

3.45.010 Creation of fund.

The endowment fund known as the “social opportunity endowment fund” is hereby created and referred to in this chapter as the “fund.” (Ord. 1790 § 1, 2006)

3.45.020 Purpose of the fund.

The purpose of the fund is to provide a long- term, stable funding source for the delivery of quality human services to low income city residents.

The primary goal of the fund is to maximize the efficient and cost-effective delivery of human services and to facilitate collaborative efforts and a coordinated approach to improve and expand the delivery of quality human services to low income residents in the City.

The fund is intended to be similar to an endowment whereby the balance of the fund is grown so that the interest earnings ~~alone~~ provide a stable source of revenue in addition to slowly drawing down the principal to support the delivery of human services in the City. (Ord. 2065 § 1(A), 2018; Ord. 1790 § 1, 2006)

3.45.030 Definitions.

The following words and phrases as used in this chapter shall have the following meanings:

A. “Human services” shall mean a broad range and intricate variety of programs, projects and activities designed to protect, improve and restore the personal welfare and well-being of residents of all ages and the social health of the community. By way of example, typical human services include, but are not limited to, social services, shelter, economic support, employment and training, education, health and protective services.

B. “Low income person” shall mean a person having an annual income of not more than 80 percent of the median income for the Oakland Standard Metropolitan Statistical Area as defined by the U.S. Department of

Labor and U.S. Department of Housing and Urban Development for a family of similar size as determined in accordance with the Housing and Community Development Act of 1974, as amended. (Ord. 1790 § 1, 2006)

3.45.040 Administration and organization of fund.

A. The housing and human services division shall administer the operation of the fund, process applications for awards from the fund, and oversee the use of awards from the fund consistent with this chapter and the plan adopted by City Council resolution.

B. The Human Services Commission shall evaluate applications for awards from the fund and make recommendations to the City Council regarding the applications. The commission shall also render written reports to the City Council detailing the activities of the fund not less than once a year and at such other times as requested by the City Council.

C. The fund shall be interest-bearing. The interest accrued on the fund shall be deposited back into the fund. None of the moneys in the fund shall revert to the general fund.

D. It is intended that the fund shall be financed through contributions from development agreements, reinvestment of interest earned on the balance of the fund, grants, gifts, donations, and other alternative funding sources. However, the City's general fund operating budget may include an annual appropriation for the fund as approved by the City Council based upon recommendations made by the Human Services Commission.

E. To maintain a consistent source of funding for human services, no more than $150,000 ("Available Award") may be awarded each fiscal year. The Available Award shall be increased each fiscal year beginning fiscal year 2026/2027 by 3% of the then current total of the Available Award.

The City is not obligated to award the full amount available each fiscal year for award from the fund. ~~The maximum cumulative amount that may be awarded in a fiscal year shall not exceed the difference between the total amount to be awarded for human services for that fiscal year and the public services portion of the City's community development block grant entitlement.~~

The remaining balance of the fund shall be invested consistent with Section 53601 of the Government Code and the City's standard practices.

F. The City Council shall adopt by resolution a plan establishing the policies and procedures for the administration of the fund consistent with this chapter. At a minimum, the plan shall include:

1. A process for accepting and reviewing applications for awards from the fund.

2. Criteria to be considered by the Human Services Commission when evaluating applications by eligible agencies and organizations for awards from the fund for qualified programs, projects, and activities.

3. Administrative requirements to monitor the use of an award including provisions for reporting and invoicing.

4. Procedures and requirements for the actual delivery and use of an award. (Ord. 2065 § 1(A), 2018; Ord. 1790 § 1, 2006)

3.45.050 Awards from fund.

A. Only public agencies and community-based organizations that have a 501(c)(3) status shall be eligible to apply for an award from the fund.

B. Only programs, projects, or activities that primarily benefit low income persons and are consistent with the policies set forth in this chapter and the plan adopted by City Council resolution shall be qualified for an award from the fund.

C. Awards from the fund shall be made only to eligible agencies and organizations for qualified programs, projects, and activities depending to the extent that a need for low income residents is identified in the City's consolidated plan priorities or the human services needs assessment.

D. Housing and human services staff shall process applications for awards from the fund and present a list of eligible agencies and organizations to the Human Services Commission for qualifying programs, projects, and activities. The Human Services Commission will evaluate and rank the applications based upon the criteria in the Council's resolution and provide a recommendation to the City Council for award from the fund.

E. The City Council may within its discretion make awards from the fund. The City Council is not obligated to follow the recommendations of the Human Services Commission. (Ord. 2065 § 1(A), 2018; Ord. 1790 § 1, 2006)

LIVERMORE
CALIFORNIA

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

DATE: October 13, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing the acceptance for permanent maintenance, release of the security bonds, and execution of a Notice of Completion for the Resurfacing and Sidewalk Improvements Project, comprised of the Street Resurfacing Project SM202201, Sidewalk Repair Project SM202302, and ADA Access Ramps Project SM202107.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the acceptance for permanent maintenance, release of the security bonds, and authorizing the City Manager to sign the Notice of Completion for the Resurfacing and Sidewalk Improvements Project, comprised of the Street Resurfacing Project SM202201, Sidewalk Repair Project SM202302, and ADA Access Ramps Project SM202107.

DECISION TYPE

Administrative

SUMMARY

On June 24, 2024, City Council awarded the contract for construction of Resurfacing and Sidewalk Improvements Project, composed of Street Resurfacing Project SM202201, Sidewalk Repair Project SM202302, and ADA Access Ramps Project SM202107 to A. Teichert & Son, Inc., dba Teichert Construction. The contract was substantially completed on June 9, 2025, and reached final completion on July 30, 2025. The contract can now be accepted for permanent maintenance. The process to release the contractor's bonds can begin.

DISCUSSION

The Resurfacing and Sidewalk Improvements Project combined the following three projects:

Street Resurfacing Project SM202201:

This project rehabilitated seven major road segments, including three arterial roads and four collector roads, totaling approximately 9,293 linear feet (LF) of roadway centerline. Improvements included base repairs, an asphalt concrete (AC) overlay, new pavement striping, and the installation of upgraded vehicle detection cameras at one signalized intersection (Las Positas Road at Hilliker Place). Pavement striping enhancements incorporated bike lane and crosswalk upgrades in accordance with the Bicycle, Pedestrian, and Trails Active Transportation Plan. In addition to the 7 segments, Holmes Street, between Concannon Boulevard and Wetmore Road was added to the project scope due to extensive pothole damage, requiring approximately 16,000 square feet of base repairs.

Sidewalk Repair Project SM202302:

The City of Livermore maintains an annual sidewalk program and budget to manage sidewalk issues. City maintained sidewalk locations are prioritized and programmed for repairs. This project included repairs to 202 sidewalk sections, totaling approximately 21,537 square feet (SF) located at high pedestrian traveled locations. Several of these locations are at City owned and maintained, high traffic areas, such as the Civic Center Public Library. Additional locations included Carnegie Park, schools, and backing lot wall locations with high pedestrian traffic connecting to trails and pathways to parks. The City also takes requests from residents and included several locations for this sidewalk repair project that were requested by residents and met the priority criteria.

ADA Access Ramps Project SM202107:

The Americans with Disabilities Act (ADA) access ramps program is guided by requests from the Human Services Commission and the City of Livermore's ADA Transition Plan. The program maintains and routinely updates a list of ramp locations, which are evaluated, prioritized, and planned for construction to ensure ADA compliance throughout the city. This project included constructing 63 ADA-compliant curb ramps at various locations. Locations were selected based on factors such as public safety concerns, high pedestrian use, and requests from residents with mobility challenges.

Combined, these projects will extend the life of the street segments and improve public safety by eliminating road hazards, sidewalk lifts, and slope deficiencies in accessible ramps.

The project was completed in accordance with the contract documents in a manner acceptable to the City Engineer.

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

FISCAL AND ADMINISTRATIVE IMPACTS

The original construction contract was $4,178,975. The contingency budget for change orders is 10% of that amount or $200,000, whichever is greater, per Municipal code 2.68.590B. The final contract amount including change orders was $4,192,998. The total value of change orders was $14,023 (0.3% of the

contract amount), which consisted primarily of installing additional ADA-compliant curb ramps at various locations and additional asphalt base repairs on Holmes Street between Concannon Boulevard and Wetmore Road. The Street Resurfacing Project SM202201 is funded with State SB1 (Fund 561). Sidewalk Repair Project SM202302 is funded with State Gas Taxes (Fund 560). ADA Access Ramps Project SM202107 is funded with State Gas Taxes (Fund 560). The budgets cover the cost for this construction contract, change orders, construction management, materials testing, inspection, and administration. No additional appropriations are required.

This maintenance work will not significantly increase operation and maintenance costs.

COMMUNITY PILLAR

1: A Safe Community That Thrives

GOAL

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

ATTACHMENTS

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

Prepared by: Nick Bagakis
Senior Engineering Technician

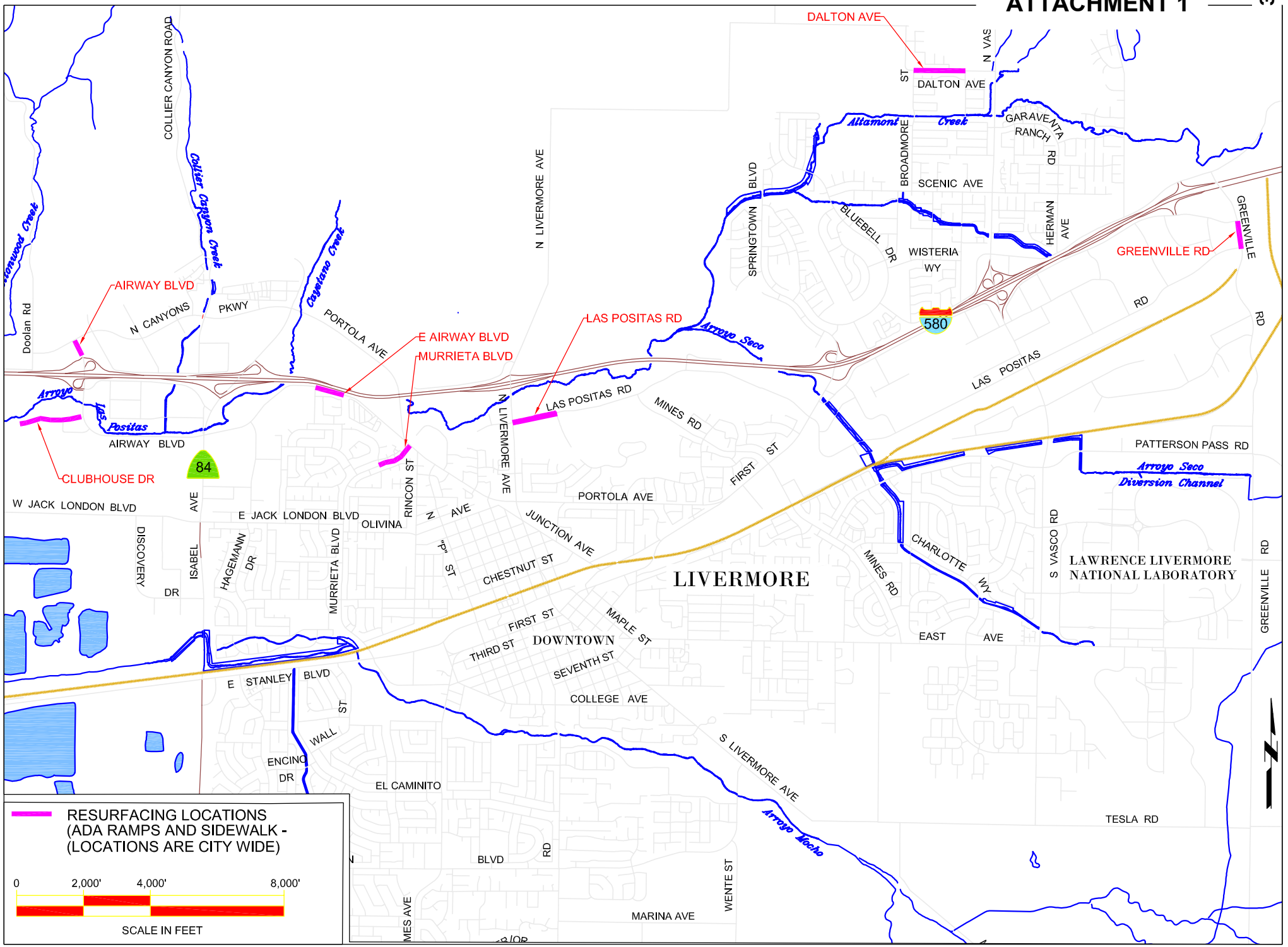
Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LOCATION MAP



IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

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

(RESURFACING AND SIDEWALK IMPROVEMENTS PROJECT, COMPOSED OF THE STREET RESURFACING PROJECT SM202201, SIDEWALK REPAIR PROJECT SM202302 AND ADA ACCESS RAMPS PROJECT SM202107)

The City Engineer of the City of Livermore ("City") has filed with the City Clerk a report in writing that all work on the Resurfacing and Sidewalk Improvements, Project ("Project"), has been completed to City standards. The Project is ready for acceptance by the City of Livermore for routine maintenance.

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

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

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

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

4. The City hereby accepts the improvements; and

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

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 13, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

*/s/ Tara Mazzanti*_____
Tara Mazzanti
Senior Assistant City Attorney

Exhibit A – Notice of Completion

EXHIBIT A

NOTICE OF COMPLETION

City's Project No. 2022-01, 2023-02, & 2021-07 Date: October 14, 2025

Project: Resurfacing and Sidewalk Improvements Project

Contractor: A. Teichert & Son, Inc. dba Teichert Construction

Contract For Construction of: Resurfacing and Sidewalk Improvements Project

Project or Specified Part Shall Include: All that work as set forth in the Bid Schedule(s) of the Bid Forms, as awarded by the City of Livermore pursuant to the Contract Documents for Public Works Project No. 2022-01, 2023-02 & 2021-07

Document located at: 1052 S. Livermore Ave., Livermore, CA 94550 Contract Date: 6/24/2024

The work performed under this contract was inspected by authorized representatives of the City, Contractor, and Engineer, and determined to be substantially complete on 6/9/25. The project reached Final Completion on 7/30/25 which is within the number of working days required per Section 5.2 of the contract. The City elects to accept the Project and will record the Notice of Completion.

ENGINEERING DIVISION
Engineer

By _____
Dennis Aberion, Const Insp Manager

The Contractor hereby accepts the above Notice of Completion

A. Teichert & Son, Inc. dba Teichert Construction
Contractor

By _____
Christopher Holland, Project Executive

The City accepts the project or specified area of the project to have reached final completion and will assume full possession of the Project or specified area of the Project at 8:00 am, on 10/14/25. The responsibility for heat, utilities, security, and insurance under the Contract Documents will be assumed by the City after that date. Nature of interest of owner: Fee.

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

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

FOR THE CITY OF LIVERMORE

By _____
Marianna A. Burch, City Manager Date

LIVERMORE
CALIFORNIA

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

DATE: October 13, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution approving Final Tract Map 8388 Cherry Way, authorizing execution of a Subdivision Improvement Agreement for the Cherry Way Development, located at Cherry Way and Goldenrod Drive, and accepting on behalf of the public, all real property offered for dedication within Final Tract Map 8388 except for certain easements which the City Council reserves the right to accept at a future date.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution:

1. Finding that the requirements of the California Environmental Quality Act have been satisfied;
2. Approving the Final Tract Map 8388 for recording;
3. Approving and authorizing execution of the Subdivision Improvement Agreement for Final Tract Map 8388 which includes a 12-month extension (24 months in total) to complete the required improvements; and
4. Accepting, on behalf of the public, all real property offered for the dedication within Final Tract Map 8388 in conformance with the terms of the offer except for the Public Utility Easement (P.U.E.) and Street Dedications including Cherry Way and Central Avenue, which the Council rejects at this time reserving the right to accept the offer at a future date.

DECISION TYPE

Administrative

SUMMARY

1080 Central LLC (Developer) has completed a Final Tract Map and Subdivision Improvement Agreement for the Cherry Way Project in conformance with the conditions of approval for the Vesting Tentative Tract Map 8388. The proposed Subdivision Improvement Agreement will secure the construction of the public and private improvements. Public improvements include public streets, traffic control devices, sewer and water systems, curb, gutter, sidewalk, paving, striping and signage. Private improvements include private storm drain systems and bio-retention facilities. Final Tract Map 8388 can now be approved. All real property offered for dedication on Final Tract Map 8388 can be accepted at

this time except the Public Utility Easement (P.U.E.) and Street Dedications including Cherry Way and Central Avenue, reserving the right to accept the offers at a future date. Tract 8388 consists of 4 single family homes at the end of Cherry Way, consistent with the approved Vesting Tentative Tract Map.

DISCUSSION

On November 9, 2020, the City Council approved Vesting Tentative Tract Map 8388 (SUB 18-008) and the conditions of approval for the Cherry Way Project, consisting of 4 single-family detached homes at the lot between Cherry Way as shown in the Vicinity Map (Attachment 1). The Developer has completed the Final Tract Map and improvement plans for the project and staff has found them to be in substantial conformance with the conditions of approval for Vesting Tentative Tract Map 8388. The improvement plans have been approved and are on file with the City Engineer.

The Developer is responsible for funding and constructing public and private improvements required for this development. The project includes the following public improvements: public streets, traffic control devices, sewer and water systems, curb, gutter, sidewalk, paving, striping and signage. The private infrastructure improvements include the bio-retention facilities and storm drain system. These improvements will be privately maintained through the Homeowners Association.

The proposed Subdivision Improvement Agreement will secure the construction of the public and private improvements. The Developer has provided the required insurance and bonds securing the construction of improvements per the provisions of the Subdivision Improvement Agreement. The bonds are on file in the City Clerk's office. The bonds will be released once the public improvements have been completed and accepted by the City of Livermore.

According to Development Code section 10.05.090, the subdivider must complete the improvements within 12 months from the date of recording of the final map, unless an extension is granted by City Council. The subdivider has requested a 12-month extension to complete the improvements. Staff recommends that a 12-month extension be granted to the subdivider, for a total of 24 months, to provide time to complete the improvements as required.

Final Tract Map 8388 includes an offer of dedication for public utility easements and street dedications for Cherry Way and Central Avenue. Staff recommends the Council reject Public Utility Easement (P.U.E.) and Street Dedications including Cherry Way and Central Avenue, reserving the right to accept the offers at a future date, after these public improvements have been completed.

FISCAL AND ADMINISTRATIVE IMPACTS

Upon completion and acceptance of public improvements, the City will assume maintenance responsibilities for the public infrastructure. The estimated annual cost for maintenance of public infrastructure, including curb, gutter, sidewalk, paving, striping and signage, traffic control devices, and water is $2,274. $999 of this cost is funded by the Water Fund (Fund 640). The remaining $1,275 is funded by the General Fund (Fund 100) and other use taxes, which is partially derived from increased property taxes generated from the new development.

COMMUNITY PILLAR

1: A Safe Community That Thrives

GOAL

9: Facilitate new development consistent with the City's General Plan.

ATTACHMENTS

1. Vicinity Map
2. Resolution
3. Exhibit A - Final Tract Map 8388
4. Exhibit B - Subdivision Improvement Agreement

Prepared by: Christopher Ferrel
Associate Civil Engineer

Approved by:

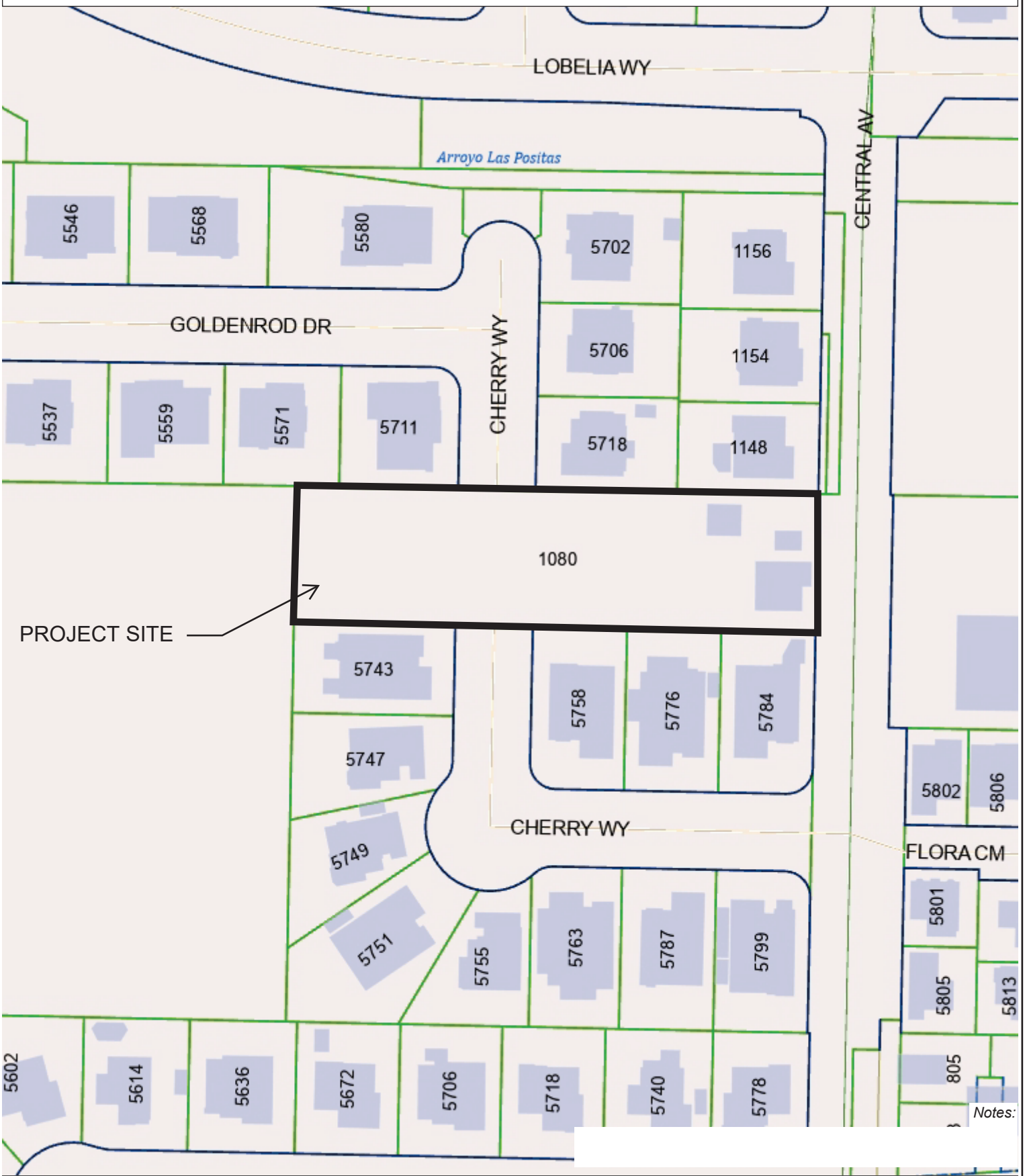
Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE CALIFORNIA

VICINITY MAP - TRACT 8388



Notes:

200.0 0 100.00 200.0 Feet

NAD_1983_2011_StatePlane_California_III_FIPS_0403_
Livermore IT, GIS Services

Scale: 1: 1,200

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:
9/9/2025 11:37:20 AM

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING FINAL TRACT MAP 8388 CHERRY WAY, AUTHORIZING EXECUTION OF A SUBDIVISION IMPROVEMENT AGREEMENT FOR THE CHERRY WAY DEVELOPMENT LOCATED AT CHERRY WAY AND GOLDENROD DRIVE, AND ACCEPTING ON BEHALF OF THE PUBLIC ALL REAL PROPERTY OFFERED FOR DEDICATION WITHIN FINAL TRACT MAP 8388 EXCEPT FOR CERTAIN EASEMENTS WHICH THE CITY COUNCIL RESERVES THE RIGHT TO ACCEPT AT A FUTURE DATE

(FINAL TRACT MAP 8388 – CHERRY WAY CUSTOM HOMES PROJECT)

1080 Central LLC ("Developer") has presented Final Tract Map 8388 (SUB18-008) situated in the City of Livermore, County of Alameda, a copy of which is attached hereto as Exhibit A, in accordance with the provisions of the California Subdivision Map Act ("Act") and the Livermore Development Code. The Developer has also presented a Subdivision Improvement Agreement, a copy of which is attached hereto as Exhibit B, providing for the improvements required as a condition of approval of the Final Tract Map.

The City Engineer reviewed the Final Tract Map and certified it as required by the Act and Development Code. Additionally, the City Engineer reviewed and approved the staff report concerning the Final Tract Map and Subdivision Improvement Agreement which recommends approval.

The City Attorney has reviewed the surety provided by the Developer to secure performance of the Subdivision Improvement Agreement as required by California and City law.

On November 9, 2020, the City Council adopted Resolution No. 2020-206 which, among other things, approved Vesting Tentative Tract Map 8388 for the Cherry Way Custom Homes Project (the "Project") subject to the conditions of approval. The City Council also determined that the Project was exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15332, which exempts infill development projects. Any potential impacts to the environment that may result due to approval of the proposed Final Parcel Map and Subdivision Improvement Agreement were within the scope of the environmental review approved by Resolution No. 2020-205.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that, because any potential impacts to the environment that may be caused by approval of Final Tract Map 8388 and the Subdivision Improvement Agreement were within the scope of the environmental review approved as part of Resolution No. 2020-205, the requirements of CEQA have been satisfied.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that:

1. Final Tract Map 8388, attached hereto as Exhibit A, is approved and all those parcels of land, easements, and other legal interests in land offered for public use are accepted in conformity with the terms of the offer, except for the following which the City Council rejects at this time, reserving the right to accept the offers at a future date subject to Government Code sections 66477.2 and 7050:

   Public Utility Easement (PUE) and Street Dedications including Cherry Way and Central Avenue

2. The Subdivision Improvement Agreement, attached hereto as Exhibit B, is approved and the Mayor is authorized to sign the Agreement on behalf of the City of Livermore.

3. It grants, pursuant to Section 10.05.090 of the Livermore Development Code, the Developer a 12-month extension, which is reflected in the Subdivision Improvement Agreement, attached hereto as Exhibit B, allowing the Developer a total of 24 months from the date of the recording of the Final Map to complete the required improvements.

4. The City Clerk is directed to execute the certificate attached to the Final Tract Map 8388 and affix the Seal of the City and to record Final Tract Map 8388 and the Subdivision Improvement Agreement with the County Recorder.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 13, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

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

Exhibit A – Final Tract Map 8388
Exhibit B – Subdivision Improvement Agreement

TRACT 8388

BEING A PORTION OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 2 EAST, M.D.B.&M. EXCEPTING THEREFROM, THAT PORTION THEREOF THAT LIES WITHIN THE LINES OF CENTRAL AVENUE.

CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA
JULY 2025

ALEXANDER & ASSOCIATES INC.
SURVEYORS – PLANNERS – ENGINEERS
PLEASANTON, CALIFORNIA

OWNER'S STATEMENT

THE UNDERSIGNED, HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LANDS DELINEATED AND EMBRACED WITHIN THE BOUNDARY LINES UPON THE HEREIN EMBRACED MAP ENTITLED "TRACT 8388, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF TWO (2) SHEETS, THIS STATEMENT BEING ON SHEET ONE THEREOF, THAT THEY HAVE CAUSED SAID MAP TO BE PREPARED FOR RECORD AND DO CONSENT TO THE MAKING AND RECORDATION OF SAID MAP, THAT SAID MAP DOES PARTICULARLY SET FORTH AND DESCRIBE ALL PARCELS OF LAND SO RESERVED FOR PUBLIC PURPOSES BY THEIR BOUNDARY COURSES AND EXTENT, THAT ALL PARCELS SO RESERVED FOR PUBLIC PURPOSES ARE INTENDED FOR THE USES AND PURPOSES OF PUBLIC HIGHWAYS AND ARE DESIGNATED AS "CHERRY WAY" AND "CENTRAL AVENUE".

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

THE UNDERSIGNED HEREBY DEDICATE(S) TO THE PUBLIC FOREVER THE RIGHT TO CONSTRUCT AND MAINTAIN UTILITIES AND ANY APPURTENANCES THERETO UNDER, ON AND OVER THOSE CERTAIN STRIPS OR LAND SHOWN UPON SAID MAP AS "PUE" (PUBLIC UTILITY EASEMENT) ALL AS EMBRACED WITHIN THE BOUNDARY LINES UPON SAID MAP, AND THE RIGHT TO ENTER UPON SAID STRIPS OF LAND FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING AND REPAIRING SAID UTILITIES AND THE APPURTENANCES THERETO.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

THE UNDERSIGNED HEREBY DEDICATE(S) TO THE CITY OF LIVERMORE, A MUNICIPAL CORPORATION, FOR PUBLIC PURPOSES, THOSE PARCELS OF LAND LYING WITHIN THE BOUNDARIES OF "CHERRY WAY" AND "CENTRAL AVENUE", AS SHOWN AND EMBRACED WITHIN THE BOUNDARY LINES UPON SAID MAP FOR THE USES AND PURPOSES OF PUBLIC HIGHWAYS.

THE "P.S.D.E." (PRIVATE STORM DRAIN EASEMENT) IS AN EASEMENT RESERVED BY THE UNDERSIGNED OWNER OF THE SUBDIVISION FOR THE BENEFIT OF THE OWNER'S OF LOT 3, LOT 4, AND LOT 5 FOR STORM DRAINAGE PURPOSES, WITH THE RIGHT OF ACCESS FOR THE CONSTRUCTION AND MAINTENANCE OF SAID STORM DRAIN. SAID PRIVATE STORM DRAIN EASEMENT TO BE KEPT OPEN AND FREE FROM CONSTRUCTION OF ANY KIND INCLUDING THE USE OF LANDFILL FOR LANDSCAPE PURPOSES.

THIS MAP SHOWS OR NOTES ALL EASEMENTS, EXISTING OR OF RECORD, WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP.

AS OWNER: 1080 CENTRAL LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____
David Chui

TITLE: Manager

CERTIFICATE OF DEDICATION

THE CITY OF LIVERMORE SHALL RECONVEY THE STREET DEDICATION TO THE BELOW-NAMED OWNER, OR SUCCESSOR OF INTEREST, IF THE CITY DETERMINES PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THAT THE SAME PUBLIC PURPOSES FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES.

AS OWNER: 1080 CENTRAL LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
2 WAKEFIELD COURT, BELMONT, CALIFORNIA 94002

OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF Santa Clara) S.S.

ON August 21. 2025, BEFORE ME, Betty Chiu, Notary Public
PERSONALLY APPEARED David Chui
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

NOTARY'S SIGNATURE: Betty Chiu
PRINTED NOTARY'S NAME: Betty Chiu
NOTARY'S PRINCIPAL COUNTY OF BUSINESS: Santa Clara
NOTARY'S COMMISSION EXPIRES: Dec. 08, 2028
COMMISSION # OF NOTARY: 2504316

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION, AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF DAVID CHUI IN MARCH OF 2021. I HEREBY STATE THAT THIS TRACT MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED VESTING TENTATIVE MAP, IF ANY, AND IS TRUE AND COMPLETE AS SHOWN, THAT THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 1, 2026, THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.
I FURTHER STATE THAT "TRACT 8388, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA" IS A SUBDIVISION INTO LOTS OR PARCELS OF LAND CONTAINING 44,475 S.F., OR 1.020 ACRES, MORE OR LESS.

Darryl Alexander 8-28-2025
DARRYL ALEXANDER, L.S. 5071 DATE
LICENSE EXPIRES 6/30/2027

PROFESSIONAL LAND SURVEYOR ★ DARRYL A. ALEXANDER No. L 5071 ★ STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I, JOEL WAXDECK, CITY ENGINEER OF THE CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "TRACT 8388, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", AND THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED VESTING TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

Joel Waxdeck 9/24/25
JOEL WAXDECK, R.C.E. 49965, EXPIRES 12/31/2026 DATE
CITY ENGINEER, CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER ★ JOEL WAXDECK No.C 49965 CIVIL ★ STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT

I, ANNE-SOPHIE TRUONG, A LICENSED LAND SURVEYOR FOR THE CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "TRACT 8388, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

09/17/2025
ANNE-SOPHIE TRUONG, L.S. 8998 DATE
LICENSE EXPIRES 9/30/2025

PROFESSIONAL LAND SURVEYOR ★ ANNE-SOPHIE TRUONG No. 8998 ★ STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) S.S.

I, DEBORAH L. ELAM, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT THIS MAP ENTITLED "TRACT 8388, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", WAS PRESENTED TO THE COUNCIL OF THE CITY OF LIVERMORE, AT A MEETING THEREOF HELD ON _____, 2025, AND THE COUNCIL DID BY RESOLUTION NO. _____, APPROVE THE MAP AND ACCEPT ON BEHALF OF THE PUBLIC ALL THOSE PARCELS OF LAND, EASEMENTS, AND OTHER LEGAL INTERESTS IN LAND OFFERED FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER, EXCEPT FOR THE FOLLOWING WHICH THE COUNCIL DID REJECT AT THIS TIME (RESERVING THE RIGHT TO ACCEPT THE OFFERS AT A FUTURE DATE SUBJECT TO GOVERNMENT CODE SECTIONS 66477.2 AND 7050):

PUBLIC UTILITY EASEMENTS, CHERRY WAY DEDICATION, CENTRAL AVENUE DEDICATION

ALSO, PURSUANT TO SECTION 66434(G) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE CITY OF LIVERMORE DOES HEREBY ABANDON THE FOLLOWING EASEMENTS WITHIN THE BOUNDARY OF THIS FINAL MAP.

1. DOCUMENT NO. 1994-286699, VACATION OF THE PORTION OF THE EASEMENT FOR STORM DRAINAGE PURPOSES OVER THE LANDS OF THE EMERSON V. ARCHER PARCEL DESCRIBED IN THE AFFIDAVIT DEATH OF JOINT TENANT, RECORDED FEBRUARY 26, 1992, SERIES NO. 92058847, ALAMEDA COUNTY RECORDS.
2. DOCUMENT NO. 1994-286700, VACATION OF THE PORTION OF THE EASEMENT FOR SANITARY SEWER PURPOSES OVER THE LANDS OF THE EMERSON V. ARCHER PARCEL DESCRIBED IN THE AFFIDAVIT DEATH OF JOINT TENANT, RECORDED FEBRUARY 26, 1992, SERIES NO. 92058847, ALAMEDA COUNTY RECORDS

IN WITNESS, WHEREOF, I HAVE HEREUNTO SET MY HAND THIS __DAY OF_____, 2025.

_____
DEBORAH L. ELAM
CITY CLERK AND CLERK OF THE CITY COUNCIL
CITY OF LIVERMORE, ALAMEDA COUNTY,
STATE OF CALIFORNIA

CLERK OF THE BOARD OF SUPERVISORS STATEMENT

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) S.S.

I, ANIKA CAMPBELL-BELTON, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, HEREBY STATE, AS CHECKED BELOW THAT:

[ ] AN APPROVED BOND HAS BEEN FILED WITH THE SUPERVISORS OF THE SAID COUNTY AND STATE IN THE AMOUNT OF $____ CONDITIONED FOR THE PAYMENT OF ALL THE TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH ARE NOW A LIEN AGAINST SAID LAND OR ANY PART THEREOF BUT NOT YET PAYABLE, AND WAS DULY APPROVED BY SAID BOARD IN SAID AMOUNT.

[ ] ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES HAVE BEEN PAID, AS CERTIFIED BY THE TREASURER-TAX COLLECTOR OF THE COUNTY OF ALAMEDA.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS__DAY OF_____ A. D. 2025.

ANIKA CAMPBELL-BELTON
CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA
BY: _____
DEPUTY COUNTY CLERK

COUNTY RECORDER'S STATEMENT

FILED THIS ___DAY OF_____, 2025, AT____, IN BOOK____ OF MAPS AT PAGES_____, INCLUSIVE, RECORDER'S SERIES NO._____AT THE REQUEST OF CHICAGO TITLE COMPANY.

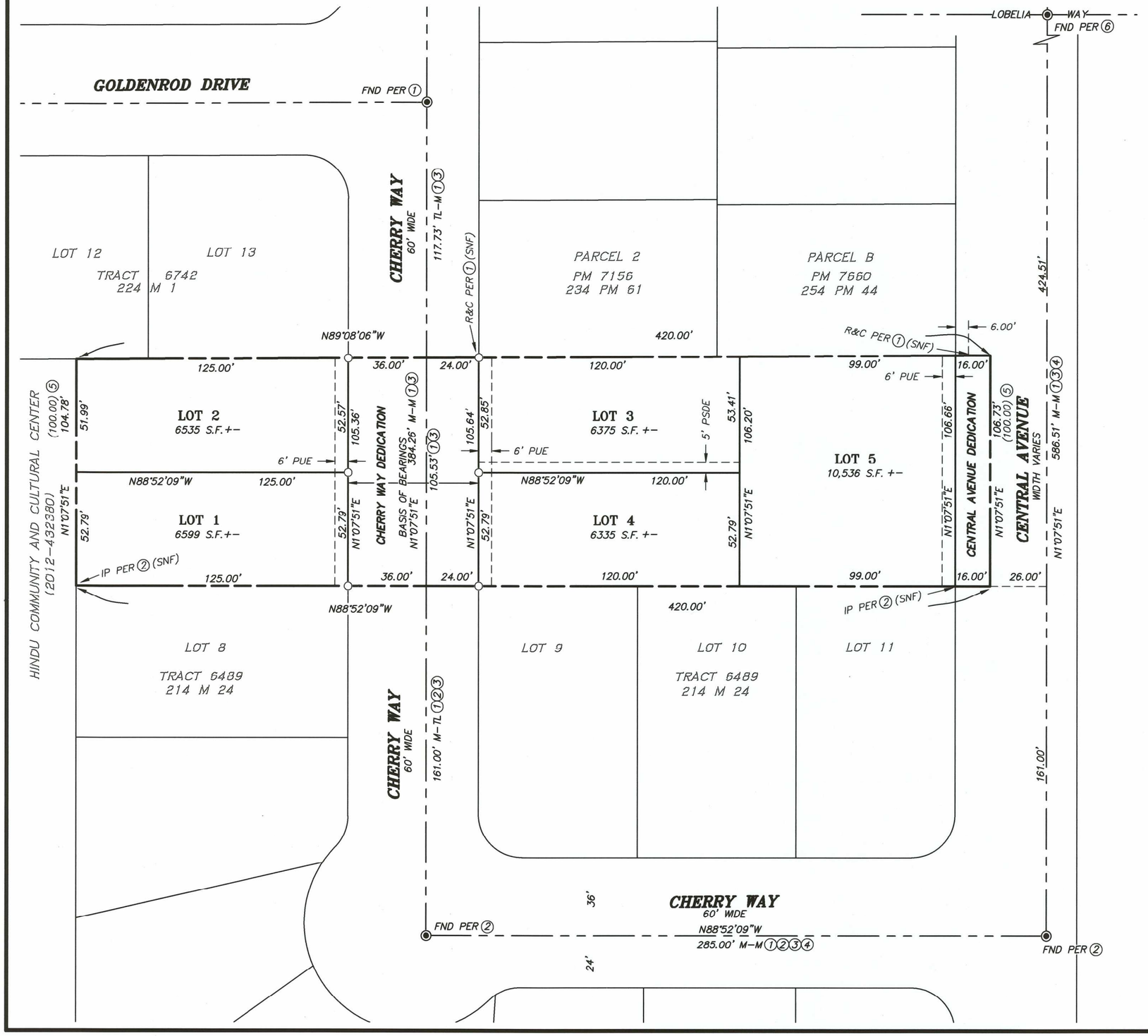
FEE _____ PAID _____

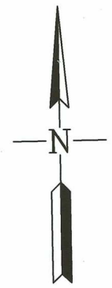
MELISSA WILK
COUNTY RECORDER IN AND FOR THE COUNTY OF ALAMEDA
STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY RECORDER

SHEET 1 OF 2 SHEETS

21013





GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

BASIS OF BEARINGS

MONUMENTED LINE OF CHERRY WAY
TAKEN AS NORTH 01°07'51" EAST
AS SHOWN ON PARCEL MAP 7156 (234 PM 61).

REFERENCES

① TRACT 6742 (224 M 1)
② TRACT 6489 (214 M 24)
③ PARCEL MAP 7156 (234 PM 61)
④ PARCEL MAP 7660 (254 PM 44)
⑤ DEED (2021-032796)
⑥ TRACT 6202 (203 M 70)

LEGEND

TRACT BOUNDARY	
LOT LINE	
MONUMENT LINE	
EASEMENT	
ADJOINER / RIGHT OF WAY	
PUE	PUBLIC UTILITY EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
TL	TRACT LINE
M	MONUMENT
◉	STANDARD CITY MONUMENT
○	SET 3/4" IRON PIPE, PLUGGED WITH TAG, L.S 5071
IP	IRON PIPE
R&C	REBAR AND CAP
SNF	SEARCHED NOT FOUND
FND	FOUND

TRACT 8388

BEING A PORTION OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 2 EAST, M.D.B.&M. EXCEPTING THEREFROM, THAT PORTION THEREOF THAT LIES WITHIN THE LINES OF CENTRAL AVENUE.

CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA
JULY 2025

ALEXANDER & ASSOCIATES INC.
SURVEYORS - PLANNERS - ENGINEERS
PLEASANTON, CALIFORNIA

SHEET 2 OF 2 SHEETS

21013

ANo fee for recording pursuant to
Government Code Section 27383 and 27388.1

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 S. Livermore Avenue
Livermore, California 94550

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT is entered into by and between 1080 Central LLC, a California limited liability company ("Developer") and the City of Livermore, a municipal corporation ("City").

RECITALS

A. Developer is the owner of real property located within the corporate limits of the City of Livermore and has presented to the City Council of the City of Livermore a proposed subdivision, Tract Map No. 8388 recorded under Series No. , dated , Official Records of Alameda County, California (also known as "Subdivision" and/or "Property"). Developer proposes to do and perform certain improvements on said real property as set forth in this Agreement.

B. The City requires that the proposed improvements will be done in a good workmanlike manner and in accordance with the laws and standards now in force and effect in the City, the terms and conditions of which are incorporated herein by reference.

C. Developer acknowledges the pertinent laws, rules, and regulations contained in the Livermore Development Code Part 10 Subdivisions and in the Subdivision Map Act (Government Code sections 66410 to 66500) and agrees to comply therewith.

D. A Final Map of the subdivision, prepared in accordance with the Livermore Development Code Part 10 Subdivisions, has been filed by Developer with the City for approval by the City Council.

E. The City requires, as a condition precedent to the acceptance and approval of the map, the dedication of streets, public utility easements, and public ways shown on the map. In addition, the City requires improvement of the streets and public ways by the construction and installation of certain work as described below, and all appurtenances thereto.

F. Developer has asked the City to accept the dedication of the public improvements and street or streets shown on the map and approve the map. Public improvements have not yet been completed according to the requirements of the map and the City. As consideration for the acceptance of the Final Map and offer of dedication, the parties desire to establish an agreement binding Developer to complete improvements prior to occupancy of the development in accordance with the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, the City and Developer hereby agree that the aforementioned recitals are true and correct and in consideration of the approval and acceptance of the Final Map by the City Council and the acceptance of easements offered for dedication for street, utility, and for public purposes, and the covenants herein contained, the parties mutually agree as follows:

1. **Definition and Ownership of Improvements.** The term "Improvements" means public and private improvements, and on-site and off-site improvements, and includes, but is not limited to, grading, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, streetlights, survey monuments, and all other required facilities as shown in detail upon the plans, profiles and specifications which have been prepared by Developer subject to approval by the City Engineer. No work on the Improvements shall be commenced until plans and/or profiles have been submitted, approved and permitted by the City Engineer. All required public improvements, as identified in the plans, profiles and specifications, constructed or installed pursuant to this Agreement shall become the sole exclusive property of the City, without payment therefore, upon acceptance of the public improvements.

2. **Approval of Map.** The City approves the subdivision of Tract No. 8388, also known as Cherry Way, and agrees to accept the dedication of the related public improvements for future maintenance.

3. **Construction of Subdivision Improvements.** Developer agrees to design, construct, and install, at its own expense, all of the Improvements for the Property as described in the Engineering Considerations at Exhibit "A", attached and incorporated herein by this reference, in strict accordance with all specifications, plans, and applicable City standards, and to the satisfaction of the City Engineer. The work shall be performed, and all materials and labor shall be provided, at Developer's sole cost and expense. Developer has provided detailed improvement plans for all on-site and off-site improvements required by the Engineering Considerations at Exhibit "A". All required Improvements shall be constructed in accordance with the approved improvement plans (dated September 2024, sheet 1-17) and current City standard specifications and details all of which are on file in the office of the City Engineer. Developer's obligation to complete the Improvements is separate and independent of any obligation of the City contained herein, and is not conditioned on the sale of any lots or Improvements within the Property.

4. **Special Conditions.** Developer shall be required to comply with the special conditions as follows:

(a) The applicant shall comply with the City's Water Efficient Landscape Ordinance prior to building permit issuance.

5. **Time for Completion.** All Improvements shall be complete and ready for acceptance by the City Council, as determined by the City Engineer, prior to the occupancy of the first residential dwelling unit other than a model home but in any event no later than two years after the recording of the Final Map, except those Improvements for which another completion date is stated in Exhibit "A" or Section 4, *Special Conditions*, of this Agreement, if applicable.

6. **Permits, Licenses, and Compliance with the Law.** Developer shall, at Developer's expense, obtain and maintain all necessary permits and licenses for the performance of the work specified in this Agreement. Developer shall also comply with all local, state, and federal laws,

ordinances, rules, and regulations whether or not said laws are expressly stated in this Agreement.

7. Developer's Obligation to Warn Public During Construction. Until recordation of the Resolution of Acceptance, Developer shall give good and adequate warning to the public of any unsafe condition of the public improvements and shall take reasonable actions to protect the public from such condition. Until recordation of the Resolution of Acceptance, Developer shall provide forty-eight (48) hours' advance written notice to all neighboring property owners and tenants affected by Developer's operations and/or construction of the hours, dates and duration of any planned construction activities.

8. Injury to Public Improvements, Public Property or Public Utility. Until recordation of the Resolution of Acceptance of the public improvements, Developer assumes responsibility for the care and maintenance of, and any damage to, the public improvements. Developer shall replace or repair all public improvements, public property, public utility facilities, and surveying or subdivision monuments and benchmarks which are destroyed or damaged for any reason, regardless of whether resulting from the acts of Developer, prior to the recordation of the Resolution of Acceptance. Developer shall bear the entire cost of such replacement or repairs regardless of what entity owns the underlying property. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

Neither the City, nor any officer or employee thereof, shall be liable or responsible for any accident, loss or damage, regardless of cause, occurring to the work or public improvements prior to recordation of the Resolution of Acceptance of the work or improvements.

9. Acceptance by City. The City shall accept for maintenance the on-site and off-site public improvements required by this Agreement after City has determined Developer has caused all Improvements to have been made in accordance with the requirements of Section 3, *Construction of Subdivision Improvements*, of this Agreement. All on-site and off-site public improvements required by this Agreement shall become the sole property of the City when the City accepts such improvements for permanent maintenance.

10. Continued Maintenance for One Year. Developer shall maintain all improvements required by this Agreement, as outlined in Section 3, *Construction of Subdivision Improvements*, of this Agreement, for one year following the completion by Developer and acceptance of the improvements by the City Council. All public improvements required by this Agreement shall become the sole property of the City when the City accepts such improvements for permanent maintenance.

11. Inspection by City. All work done by Developer shall be inspected by an inspector employed by the City at the cost and expense of Developer. Developer shall pay the City, on demand, the cost of the inspection in accordance with City ordinances. In order to permit the City to inspect the work, Developer shall provide to the City proper and safe access to the project site at all times, and to all portions of the work, and to all shops wherein portions of the work are in preparation.

12. Existing Utilities. Any relocation or modification of existing utilities or public improvements necessary to construct the Improvements shall be the sole responsibility and obligation of Developer. The City shall not be responsible for any relocation or modification of existing utilities or public improvements.

13. Continuous Work. After commencement of construction of the Improvements (or separate portion thereof), Developer shall cause such work to be diligently pursued to completion and shall not abandon the work for a consecutive period of more than thirty (30) calendar days, events of Force Majeure, as defined in Section 27 of this Agreement, excepted.

14. Payment of Outstanding Fees. Prior to acceptance of the on-site and off-site public improvements for permanent maintenance by the City, Developer shall pay all outstanding fees that are due in accordance with City ordinances, the Livermore Municipal Code, the Livermore Development Code, and this Agreement. In the event the fees are not paid within one year of the date of execution of this Agreement, Developer shall pay interest at seven percent (7%) per annum from that date until the fees are paid, whether or not any conditions of this Agreement are extended or modified.

15. Reversion to Acreage. If Developer fails to perform its obligations under this Agreement, Developer consents to the reversion to acreage of the land which is the subject of this Agreement pursuant to Government Code section 66499.16, et seq. and to bear all applicable costs.

16. Property Acquisition. If Developer is unable to acquire property required for the construction of Improvements, Developer agrees to execute an agreement drafted by the City enabling the City to provide for acquisition through eminent domain.

17. Bonds Required. Developer shall provide to the City surety bonds of a form satisfactory to the City Attorney issued by a company authorized to issue surety bonds in the State of California as follows:

(a) The face amount of the bond has been established based on the City Engineer's estimate of the total cost to perform Developer's obligations under this Agreement, plus a reasonable contingency. The bond may be called for failure to comply with the provisions of this Agreement in whole or in part according to the terms of the bond. The bond will not be released until there has been full compliance with this Agreement and the Improvements have been inspected and accepted by the City in full compliance with the approved improvement plans. At the discretion of the City Engineer, the amount of such security may be reduced, based on the amount of work completed on the Improvements.

(b) At the time of signing this Agreement, the following bonds shall be provided:

i. A faithful performance bond in the amount of 100 percent of the total estimated public and private improvement construction costs as shown on the improvement plans, or $488,053 to secure faithful performance of this Agreement by Developer.

ii. A labor and materials bond in the amount of fifty percent of the estimated public and private improvement construction costs as shown on the improvement plans, or $244,026 to secure payment by Developer of laborers and material engaged pursuant to this Agreement, and further to secure payment as required by the Unemployment Insurance Act.

(c) At the time of signing this Agreement, Developer shall also provide a warranty bond for maintenance in the amount of fifteen percent of the total estimated public and private improvement construction costs as shown on the improvement plans, or $73,207 to secure performance of Section 10, *Continued Maintenance for One Year*, of this Agreement. This

bond shall remain in effect for one (1) year after the date of acceptance by the City Council of the improvements required by this Agreement.

18. Alternate Security. In lieu of the bonds required by Section 17, *Bonds Required*, of this Agreement, alternative security in the form outlined by City ordinance, compliant with the Government Code, and approved by the City Attorney may be provided.

19. Reporting Damages. If any damage (including personal injury, death, or property damage) occurs in connection with the performance of this Agreement, Developer shall immediately notify the City's Risk Management Division by telephone at (925) 960-4172, and Developer shall promptly submit to the City's Risk Manager a written report, in a form acceptable to the City, with the following information: (a) a detailed description of the damage (including the name and address of the injured or deceased person(s), and a description of the damaged property, if any); (b) the name(s) and address(es) of witnesses; and (c) the name(s) and address(es) of any potential insurance companies.

20. Default. Default by Developer shall include, but not be limited to:

(a) Developer's failure to timely complete construction of the Improvements;

(b) Developer's failure to perform substantial construction work for a period of 30 consecutive calendar days after commencement of the work;

(c) Developer's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Developer fails to discharge within 30 calendar days;

(d) The commencement of a foreclosure action against the subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or

(e) Developer's failure to perform any other obligation under this Agreement.

21. Remedies. The City reserves all remedies available to it at law or in equity for a default or breach of Developer's obligations under this Agreement. The City shall have the right, subject to this Section, to draw upon or use the appropriate security to mitigate the City's damages in the event of default by Developer. The City's right to draw upon or use the security is in addition to any other remedy available to the City. The parties acknowledge that the estimated costs and security amounts may not reflect the actual cost of construction of the Improvements and, therefore, the City's damages for Developer's default shall be measured by the cost of completing the required Improvements. The City may use the sums provided by the securities for the completion of the Improvements in accordance with the plans.

In the event Developer fails to cure any default under this Agreement within 20 business days after the City mails a notice of such default to Developer and Developer's surety, Developer authorizes the City to perform the obligation for which Developer is in default and agrees to pay the entire cost of such performance by the City. The City may take over the work and complete the Improvements, by contract or by any other method the City deems appropriate, at the expense of Developer. In such event, the City, without liability for doing so, may complete the Improvements using any of Developer's materials, appliances, plans, and other property that are at the work site and that are necessary to complete the Improvements.

22. Indemnification. To the fullest extent permitted by law, Developer agrees to protect and shall hold harmless, indemnify and defend with counsel acceptable to the City, the City, and its elected and appointed officials, officers, directors, boards and commissions, employees, agents, and designated volunteers (hereinafter collectively "Indemnified Parties") from and against any and all claims, demands, causes of action, liability, loss, damages, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) of any nature or sort, because of, or arising out of the acts or omissions of Developer, its agents, employees, contractors and subcontractors in the performance of this Agreement, including all claims, demands, causes of action, liability, loss, damages, expenses, and costs because of, or arising out of, in whole or in part, the design, construction, and installation of the Improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design, construction, or installation of said Subdivision and the Improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design and construction of public drainage systems, streets, and other public improvements. Acceptance by the City of the improvements shall not constitute an assumption by the City of any responsibility for any damage or taking covered by this Section. This indemnification and agreement to hold harmless shall not extend to such claims, demands, causes of action, liability, or loss arising out of the sole active negligence of the City, its officials, boards, commissions, agents, and employees. The Indemnified Parties shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of Developer and its agents, employees, contractors and subcontractors in the performance of this Agreement.

23. Assignment. Developer's obligations under this Agreement are and shall remain the personal obligations of Developer notwithstanding a transfer of all or any part of the property within the subdivision subject to this Agreement. Neither this Agreement nor any of the rights and obligations of Developer hereunder shall be assigned or transferred, in whole or in part, without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

24. Developer Not Agent of the City. Neither Developer nor any of Developer's agents, contractors, or subcontractors are or shall be considered to be agents or contractors of the City in connection with the performance of Developer's obligations under this Agreement.

25. Notice. Unless otherwise specified in this Agreement, Developer agrees to provide written notice to the City, within ten (10) calendar days of the occurrence of:

i. A change of name, corporate identity, or address of Developer or its contractor(s);

ii. Intent to transfer or a transfer of title to the Property by deed, contract, or operation of law;

iii. The foreclosure of a lien against the Property or a portion of the Property;

iv. The filing of a voluntary or involuntary petition of bankruptcy respecting Developer and/or its contractor(s); and

v. Any other event that may affect performance of the parties under this Agreement.

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

Notices are effective on the date of deposit in the United States mail or on the date tendered to the overnight delivery service.

TO CITY: City of Livermore
Mariana Marysheva, City Manager
1052 S. Livermore Avenue
Livermore, CA 94550

TO DEVELOPER: 1080 Central LLC
David Chui, Manager
4125 Blackford Avenue, Suite 200
San Jose, CA 95117

26. Non-Discrimination. The City and Developer shall comply with all provisions and requirements of federal, State, and local non-discrimination laws, regulations and policies. During the performance of this Agreement, the parties shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin.

27. Force Majeure. Developer's time for completion of the Improvements shall be extended for the period of any enforced delay caused due to circumstances beyond the control and without the fault of Developer, including to the extent applicable adverse weather conditions, flood, earthquakes, strikes, lockouts, and required changes to the scope of work required by the City; provided however, that the period of any enforced delay shall not include any period longer than five (5) business days prior to the City's receipt of a written notice from Developer or its contractor detailing the grounds for Subdivider's claim to a right to extend its time for performance hereunder. The City Engineer shall evaluate all claims for Force Majeure and the City Engineer's decision shall be final.

28. Insurance Required. Developer shall procure and maintain insurance for the duration of this Agreement in the amounts and under the terms set forth in Exhibit "B" against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Developer, its agents, representatives, employees, or subcontractors.

29. Participation in Benefit Districts. Developer shall participate in all Benefit Districts formed by the City prior to the execution of this Agreement and shall pay the pro rata fee due the City under the terms of Benefit District(s) as applied to the real property covered by this Agreement.

30. Attorney's Fees to Prevailing Party. If any action at law or in equity, including an action for declaratory relief, is brought to challenge, enforce, or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, expert witness fees, and costs, in addition to any other relief to which it may be entitled.

31. Developer Obligations to Pay City Expenses to Defend Agreement. If the City chooses to defend any third party claim or suit challenging any action taken by the City with regard to any procedure or aspect of this Agreement, including the environmental review process for the project, the Developer agrees to reimburse the City for attorneys' fees, expert witness fees, and

other costs that the City may incur in connection with its retention of outside counsel, and for any award of court costs or fees against the City. The City has the right to choose and retain such legal counsel, as the City deems appropriate. After expenses reach $100,000 and for each $100,000 thereafter, the parties will confer to review the status of the litigation and their options for proceeding or settling, and they will negotiate in good faith regarding the allocation of expenses among the parties.

32. Agreement Binds Successors. This Agreement pertains to and runs with the land benefited by the privileges it grants and binds the successors in interest of the parties to this Agreement. This Agreement shall be recorded in the Official Records of Alameda County.

33. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this section shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

34. Modifications. This Agreement may not be modified unless by written instrument signed by both parties.

35. Governing Law. The interpretation, validity and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.

36. 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.

****

Signatures and Attachment List on the Next Page

DEVELOPER:
1080 Central LLC

Dated:

8/21/25

By: David Chui
Title: Manager

See Attached CA Certificate

Mailing Address:
4125 Blackford Avenue, Suite 200
San Jose, CA 95117

(ALL SIGNATURES MUST BE NOTARIZED)

CITY OF LIVERMORE,
a municipal corporation

Dated:

John Marchand
MAYOR

ATTEST:

Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

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

Attachments:
Exhibit A – Engineering Considerations
Exhibit B – Insurance Requirements

ACKNOWLEDGMENT

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

State of California
County of Santa Clara)

On August 21, 2025 before me, Betty Chiu, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

BETTY CHIU
COMM. #2504316
Notary Public - California
Santa Clara County
My Comm. Expires Dec. 8, 2028

Signature Betty Chiu (Seal)

Subdivision Improvement Agreement

1080 Central LLC

DATE: March 19, 2020

ENGINEERING CONSIDERATIONS - EXHIBIT "A"
(Subject to revision prior to final approval
by Planning Commission and City Council)

TENTATIVE TRACT: 8388 (SUB18-008)

LOCATION: 1080 Central Ave.

APPLICANT: Michael Kelly

Note: Special conditions are shown in standard type. Standard conditions that apply to this project are shown in italics. In addition, standard conditions of approval for this project are listed in Section II of the Development Plan Check and Procedures Manual.

1. DEFINITIONS

For the purpose of this agreement, the following words shall have the meanings respectively ascribed to them by this section:

Developer: *Person(s) or Corporation(s) signing final map(s) and subdivision agreement(s)*

Improvement Plans: *Construction drawings for required public and private improvements*

Services: *Utility lateral, or any portions of a conduit cable or duct, between a utility distribution line and the site it serves*

Project: *The work to be performed by Developer*

2. VESTING TENTATIVE MAP

Approval or conditional approval of this vesting tentative map shall not limit the City Engineer's ability to require workable designs on future grading and improvement plans based upon these Engineering Considerations and the City's standard engineering specifications and details.

a. Developer shall dedicate in fee, a 60' wide strip of Right of Way, through the project, in line with existing public right of way to the north and south of the project. The dedication of this right of way is for public highway, identified in the Vesting Tentative Map as Cherry Way.

b. The Developer shall dedicate a minimum 6' wide Public Utility Easement along the eastern

and western boundaries of the new Right of Way for Cherry Way.

c. The City shall vacate the existing Sanitary Sewer and Storm Drain Easement located within the proposed Cherry Way Right of Way. The Developer shall be responsible for cost of vacating the two easements. Developer shall pay City Abandonment/Vacation fees (City Reso 2017-151).

d. The Developer shall dedicate in fee, a 16' wide strip of land, along the eastern boundary of lot 5, as Right of Way, for the purpose of public highway, identified as Central Avenue on Vesting Tentative Map.

e. The Developer shall dedicate a 6' wide Public Utility Easement along the proposed dedicated Right of Way for Central Avenue.

f. The developer shall dedicate a minimum 5' wide Private Storm Drain Easement along the southern boundary of Lot 3 in favor of Lot 4 and Lot 5, for the purposes of: accepting stormwater, access and maintenance care of the proposed private storm drainpipe.

g. The developer shall dedicate a Private Storm Drain Easement in the southeast corner of Lot 2 in favor of Lot 1, for the purposes of accepting stormwater, access and maintenance care of the propose private storm drainpipe.

3. GENERAL

The project shall be in conformance with all City Ordinances, rules, regulations, and policies. The conditions listed below are particularly pertinent to this permit and shall not be construed to permit violation of other laws and policies not so listed.

All required improvements shall be constructed prior to occupancy of the new residential units on this site.

A. IMPROVEMENT PLANS - Exhibit A-1

An engineered improvement plan shall be prepared by the Developer for approval by the City's Departments (including the Community Development, Public Services, Fire, and Police Department), which shall include, but not necessarily be limited to, existing site conditions, dedications, grading plans, street design and grades, curb, gutter, sidewalk and driveway grades, and type, size and location of all public works improvements as herein required. Approval of this tentative map does not constitute approval of the details shown thereon. If there is any conflict between the tentative map and these Engineering Considerations, the Engineering Considerations shall govern.

No specific phased development plan has been submitted with this tentative tract application. Therefore, all required improvements for this tentative map shall be constructed as one phase. A phased map could only be considered if a specific phasing plan is submitted for consideration as a tentative map amendment.

B. STANDARDS FOR IMPROVEMENT PLANS AND MAPS

All improvement plans and maps shall conform to the following City of Livermore documents except as modified by these engineering considerations:

1. *City of Livermore Standard Specifications and Details*
2. *Development Plan Check and Procedures Manual*

Completed final map and improvement plan checklists from the manual entitled "City of Livermore, Development Plan Check and Procedures Manual" shall be submitted with the first plan check submittal for each phase.

C. STANDARD CONDITIONS OF APPROVAL IN THE DEVELOPMENT PLAN CHECK AND PROCEDURES MANUAL

All of the standard conditions of approval for subdivisions and major projects as listed in Part II of the City of Livermore Development Plan Check and Procedures Manual apply except for the following: A-2, A-4, A-8 thru A-10, A-13 thru A-17, B-7 thru B-14, B-16, G-1, G-2, and I-1.

D. WORK IN OTHER JURISDICTIONS

The Developer is responsible for obtaining permits and approvals for construction work and property acquisition that are required by agencies other than the City of Livermore.

The neighboring fence lines along the western, northern and southern sides of the development are owned and maintained by adjacent private property owners. The Developer shall obtain appropriate right-of-entry and temporary construction access if work is proposed along western, northern and southern property fences.

1065 Central Avenue is being served by overhead utilities identified to be underground with this project. Developer shall underground all overhead services to 1065 Central Ave. The Developer shall coordinate with property owner of 1065 Central Avenue and obtain appropriate right of entry and temporary construction access for the purposes of undergrounding overhead utility service.

4. STREETS

Central Avenue

Central Avenue is a collector street in the General Plan. The right-of-way on Central Avenue is 72 feet wide with a curb-to-curb width of 52 feet. The developer is required to construct improvements along the site's frontage to match the existing right of way on either side adjacent to the Lot 5.

The Developer shall construct the improvements on the west side of Central Avenue along the project frontage in their ultimate location and modify the striping and signage on Central Avenue. The improvements include:

- Undergrounding overhead utilities along Central Avenue.
- Replace street light removed with undergrounding work.
- Partial to half width street improvements
- Curb and gutter
- 5' monolithic sidewalk
- Landscaping between back of sidewalk and right-of-way

Any trenching completed within this roadway will require that the pavement repairs be made in accordance with City Standard Details (G-1B, G-1C, G-1D and G-1F).

Developer shall be required to provide a 1½ inch AC overlay across the entire width of Central Avenue fronting property. Key cutting will be required at the conform points and along the gutter.

Cherry Way

Cherry Way is a local street in the General Plan. Cherry Way currently exists in two segment. One segment to the north of the project constructed Tract 6742, and one segment to the south constructed with Tract 6489. The developer shall construct the infill section of street which will not accommodate through traffic.

The Developer shall construct the infill improvements on Cherry Way. The improvements include:

- Modified cul-dc-sac with 20' face of curb radius
- Curb and gutter
- 5' monolithic sidewalk within the modified cul-de-sac
- Landscaping between back of sidewalk and right-of –way
- All signage and striping as determined necessary by the City Engineer.
- Emergency Vehicle Access-The developer shall install rolled curbs at the end of the modified cul-de-sac. Thicken the concrete walk between the modified cul-de-sacs to withstand a 60,000 lb. firetruck. The vehicle access pathway shall be a minimum of 20' wide. The rolled curbs shall be painted red to prohibit parking.

5. TRAFFIC SIGNALS (not used)

6. TRAFFIC IMPACT FEE CREDITS AND REIMBURSEMENTS (not used)

7. SANITARY SEWERS

Sewer laterals with one-way cleanouts behind the curb shall be installed to each lot or site before the streets are surfaced.

8. STORM WATER DRAINAGE AND TREATMENT REQUIREMENTS

A. General

1. This site is subject to the National Pollutant Discharge Elimination System (NPDES) Program. Prior to the issuance of the initial grading or building permit, the Developer shall provide evidence that the site is covered by the statewide General Permit to Discharge Storm Water associated with construction activity. This requires confirmation that a Notice of Intent (NOI) and the applicable fee was sent to the State Water Resources Control Board. In addition, the grading plans need to state: "All grading shall be in accordance with the Storm Water Pollution Prevention Plan prepared by the Developer per the Notice of Intent on file with the State Water Resources Control Board".

2. Necessary interceptor ditches shall be concrete. Field inlets and storm drainage pipe may be necessary in conjunction with concrete interceptor ditches as secondary drainage releases. All interceptor ditches shall be privately maintained.

B. Storm Drainage Requirements

1. The entire storm drain system for this tract shall be privately maintained. All storm drain lines and bioretention areas are proposed to be private and maintained by property owner in accordance to C.3 guidelines. The existing storm drain main located within Cherry Way shall remain public.

Additionally, per the City's Facilities Planning Guidelines (dated June 2005), the flows must have the following characteristics:

> *For a 10-year design discharge: a hydraulic grade line (HGL) is no higher than 1.25 feet below the top of curb elevation at any manhole or inlet.*
>
> *For a 100-year design discharge: a HGL does not exceed the top of curb elevation. (This is required for item 3 above.)*

For additional detail on these guidelines, the applicant should refer to the following resources: City of Livermore Storm Drain Master Plan & City of Livermore Facilities Planning Guidelines (both available at the Engineering counter at City Hall).

2. Lot 1 and Lot 2 shall tie into a single storm drain line before entering public right of way and connecting to existing storm drain line on Cherry Way through a single manhole.

3. Lot 3 and Lot 4 shall tie into the City storm drain before entering the public right of way and Cherry Way though same manhole identified in condition 2 of this section.

C. Stormwater Infrastructure Maintenance Funding

The cost to maintain all private storm water infrastructure installed with this project shall be funded by the Developer.

D. Channels (not used)

E. Storm Water Treatment, Detention and Low Impact Development Requirements

1. *The Developer shall treat the storm water runoff from this site prior to having the storm water enter the City's storm water distribution system. Stormwater Treatment, Low Impact Development, and Trash Capture is required by the Regional Water Quality Control Board. The Developer shall complete and or update the Stormwater Requirements Checklist. The Developer shall provide a storm water treatment plan with calculations indicating treatment that meets the latest requirements described in Section C.3 of the City's NPDES Permit with the Regional Water Quality Control Board. City approval of this plan and calculations is required prior to the approval of the improvement plans.*

2. *If this project is greater than one acre, the Developer shall provide a Hydrograph Modification Plan (HMP) with calculations in accordance with the Alameda Countywide Cleanwater Program (ACCWP) Bay Area Hydrology Model (BAHM) guidelines. The software for the design of control measures to meet the Flow Duration Control is available to download from* www.bayareamodel.org. *For additional information you may contact Pamela Lung in the City's Engineering Department at (925-960-4538)*

3. *Prior to final map approval, the applicant shall enter into a maintenance agreement with the City of Livermore for all storm water treatment devices deemed necessary on this site. If the stormwater treatment devices will be maintained by the individual homeowners a cleanout will be necessary at the property lines to allow the residents to maintain their portion of the private stormdrain underdrain. If the stormwater treatment device will be maintained by a Homeowners Association then the cleanouts at each of the property lines may not be needed. The stormdrain treatment devices shall be shown on the plat plans and included in the Operations and Maintenance Agreement. The Operations and Maintenance Agreement(s) shall be recorded prior to recordation of the Final Map.*

4. The storm water treatment systems indicated on this Vesting Tentative Map including but not limited to the bioretention basin adjacent Central Avenue and the four bioretention basins adjacent to Cherry Way. Pervious Driveways for Lots 1-4, and all site storm drain pipping and inlets.

5. Bioretention basin on Lot 5 shall tie into public storm drain inlet on Central Ave, north of project site.

F. Stormwater Treatment Infrastructure Maintenance Funding

The cost to maintain all storm water treatment, detention and low impact development infrastructure installed with this project shall be funded by the Developer.

9. REQUIRED SOURCE CONTROL STORMWATER MEASURES

The Regional Water Quality Control Board adopted Order R2-2015-0049 issuing the Alameda Countywide NPDES municipal storm water permit for the Alameda Countywide Clean Water Program. The 17 member agencies, including Livermore, are subject to this permit and all its requirements including the following:

> *"The Permittees shall, as part of their continuous improvement process, submit enhanced new development and significant redevelopment Performance Standards that summarize source control requirements for such projects to limit pollutant generation, discharge, and runoff, to the maximum extent practicable..."*

In accordance with this requirement, the following source control measures, included as part of these Conditions of Approval, shall be implemented as a part of this project.

A. Structural Control Measures

1. Illegal Dumping to Storm Drain Inlets and Waterways

On-site storm drain inlets, except inlets located in landscaped areas, shall be clearly marked with the words "No Dumping! Flows to Bay" on a stainless steel marker. The stainless steel markers are available for purchase from the Water Resources Division. For ordering information, please call 925-960-8100. For projects with newly-developed, privately-maintained streets, agency staff will verify that storm drain inlets have been marked before the final sign-off on the project's building permit or encroachment permit.

2. Interior Floor Drains

Approved interior floor drains shall be plumbed to the sanitary sewer system and shall not be connected to the storm drain system. The applicant shall contact the Water Resources Division for specific connection and discharge requirements.

3. Parking Garages (not used)

4. Pesticide/Fertilizer Application and Irrigation

   a. Landscaping shall be designed to minimize irrigation and runoff, promote surface infiltration where possible, minimize the use of fertilizers and pesticides that can contribute to storm water pollution, and incorporate appropriate Bay-Friendly Landscaping principles.

   b. If a landscaping plan is required as part of a development project application, the plan shall meet the following conditions related to reduction of pesticide use on the project site:

      I. Where feasible, landscaping shall be designed and operated to treat storm water runoff by incorporating elements that collect, detain, and infiltrate runoff. In areas that provide detention of water, plants that are tolerant of saturated soil conditions and prolonged exposure to water shall be specified.

      II.Plant materials selected shall be appropriate to site specific characteristics such as soil type, topography, climate, amount and timing of sunlight, prevailing winds, rainfall, air movement, patterns of land use, ecological consistency and plant interactions to ensure successful establishment.

      III.Existing native trees, shrubs, and ground cover shall be retained and incorporated into the landscape plan to the maximum extent practicable.

      IV.Unless otherwise specified, proper maintenance of landscaping shall be the responsibility of the property owner.

      V.Integrated pest management (IPM) principles and techniques shall be encouraged as part of the landscaping design. Some examples of IPM principles and techniques include the following:

         i. Select plants that are well adapted to soil conditions at the site.

         ii.Select plants that are well adapted to sun and shade conditions at the site. Consider future conditions when plants reach maturity. Consider seasonal changes and time of day.

         iii.Provide irrigation appropriate to the water requirements of the selected plants.

         iv.Select pest and disease resistant plants.

         v. Plant a diversity of species to prevent a potential pest infestation from affecting the entire landscaping plan.

         vi.Use "insectary" plants in the landscaping to attract and keep beneficial insects.

VI.Landscaping shall also comply with City of Livermore's "Water Efficient Landscape Ordinance". However, areas of a site used for bio-swales or other landscaped areas that function as a storm water treatment measure shall be exempt from the Water Efficient Landscaping requirements.

VII.An efficient irrigation system shall be installed in areas requiring irrigation. An example of an efficient irrigation system is one that includes a weather-based (automatic, self-adjusting) irrigation controller with a moisture and/or rain sensor shutoff, and in which sprinkler and spray heads are not permitted in areas less than 8 feet wide.

5. Pool, Spa, and Fountain Discharges

   a. New or rebuilt swimming pools, hot tubs, spas and fountains must have a connection to the sanitary sewer to facilitate draining. This connection could be a drain in the pool to the sanitary sewer or a cleanout located close enough to the pool so that a hose can readily direct the pool discharge into the sanitary sewer cleanout.

   b.When draining is necessary, a hose or other temporary system shall be directed into a sanitary sewer cleanout, or vegetated areas that are large enough to accommodate the volume without allowing the discharged water to flow to the storm drain system or receiving water body.

6. Food Service Equipment Cleaning (not used)

7. Refuse Areas (not used)

8. Outdoor Process Activities/Equipment[1] (not used)

9. Outdoor Equipment/Materials Storage

   a. All outdoor equipment and materials storage areas shall be covered and/or bermed, or shall be designed with Best Management Practices (BMP) that effectively minimize the potential runoff and contact of storm water to pollutants.

   b. Storage areas containing non-hazardous liquids shall be covered by a roof and be contained by berms, dikes, liners, vaults or similar spill containment devices.

[1] Examples of businesses that may have outdoor process activities and equipment include machine shops and auto repair shops, and industries that have pretreatment facilities.

c. All on-site hazardous materials and wastes, as defined and/or regulated by the California Public Health Code must be used, managed, and stored in compliance with the applicable Livermore Pleasanton Fire Department's requirements and regulations.

10. Vehicle/Equipment and Commercial/Industrial Cleaning (not used)

11. Vehicle/Equipment Repair and Maintenance

a. Vehicle/equipment repair and maintenance shall be performed in a designated area indoors, or if such services must be performed outdoors, in an area designed to prevent the run-on and runoff of storm water. Oil and other automotive fluid change service must always be performed indoors.

b. Secondary containment shall be provided for exterior work areas where hazardous materials or hazardous wastes are used or stored. Drains shall not be installed within the secondary containment areas.

c. Vehicle service facilities shall not contain floor drains.

d. Tanks, containers, or sinks used for parts cleaning or rinsing shall not be connected to the storm drain system. Tanks, containers, or sinks used for such purposes shall not be directly connected to the sanitary sewer. Discharges to the sanitary sewer from such operations require prior approval from the Water Resources Division. The applicant shall contact the Water Resources Division for specific connection and discharge requirements.

12. Fuel Dispensing Areas (not used)

13. Fire Sprinkler Test Water
Provisions shall be made in the project design and construction to allow for the discharge of fire sprinkler test water to an onsite vegetated area. If this is not feasible, provide for discharge to the sanitary sewer in accordance with current plumbing codes.

14. Miscellaneous Drain or Wash Water

a. Boiler drain lines shall be connected to the sanitary sewer system and may not discharge to the storm drain system.

b. For small air conditioning units, air conditioning condensate shall be directed to landscaped areas as a minimum BMP. For large air conditioning units, in new developments or significant redevelopments, condensation lines shall be connected to the sanitary sewer system, wherever feasible.

c. Roof drains shall discharge and drain away from the building foundation to landscaped areas wherever feasible.

d. Washing and/or steam cleaning activities must be performed at an appropriately equipped facility that drains to the sanitary sewer as specified in Section J. Any outdoor washing or pressure washing must be in compliance with the City's Stormwater Management Program requirements and managed in such a way that there is no discharge of soaps or other pollutants to the storm drain system. The applicant shall contact the Water Resources Division for specific discharge requirements.

15. Architectural Copper Installation

Projects with architectural copper should, if possible, purchase copper materials that have been pre-patinated at the factor. Whether patination is done offsite or onsite, applicant should consider coating the copper materials with an impervious coating that prevents further corrosion and runoff. If patination is done on-site, implement one or both of the following:

a. Collect rinse water in a tank and pump to the sanitary sewer. Contact the City of Livermore Water Resources before discharging to the sanitary sewer.

b. Collect the rinse water in a tank and haul off-site for proper disposal.

B. II. OPERATIONAL BMPS

This section details Best Management Practices (BMP) that private property owners and/or the occupants of private property must implement following the construction of projects. Ultimately, the responsibility for implementation of these BMPs rests with the property owners. The City of Livermore's Source Control Program routinely performs inspections of industrial and commercial sites to verify BMP implementation and effectiveness.

1. Paved Sidewalks and Parking Areas

Sidewalks and parking lots shall be swept regularly to minimize the accumulation of litter and debris. Wash water resulting from the pressure washing of parking lots must be captured, pretreated (if necessary) to meet local discharge limits, and discharged to the sanitary sewer. Wash water resulting from the pressure washing of sidewalks may be allowed to drain to the storm drain system provided that (a) no soap or other cleaning agents are used, and (b) all debris are trapped and collected to prevent entry into the storm drain system. Under no circumstances shall washwater containing any soap or other cleaning agents be discharged to the storm drain system.

2. Private Utilities and Common Areas

a. The owner of storm drains shall prepare and implement a plan for cleaning of all storm drain inlets.

b. For residential developments, where other maintenance mechanisms are not applicable or otherwise in place, a Property Owners Association, or an equivalent mechanism shall be created and shall be responsible for maintaining all storm drain facilities. These maintenance responsibilities shall include implementing and maintaining storm water BMPs associated with improvements and landscaping. CC&R's creating the association shall be reviewed and approved by the City prior to the recordation of the Final Map and recorded prior to the sale of the first residential unit. The CC&R's shall describe how the storm water BMPs associated with privately owned improvements and landscaping shall be maintained and detail contact information for the entity responsible for such maintenance activities.

3. Vehicle/Equipment Repair and Maintenance

a. No person shall dispose of, or permit the disposal, directly or indirectly, of vehicle fluids, hazardous materials, or rinse water from parts cleaning operations into storm drains.

b. No vehicle fluid removal shall be performed outside a building, or on asphalt or ground surfaces, whether inside or outside a building, except in such a manner as to ensure that any spilled fluid will be in an area of secondary containment. Leaking vehicle fluids shall be contained or drained from the vehicle immediately.

c. No person shall leave unattended drip parts or other open containers containing vehicle fluid, unless such containers are in use or in an area that cannot discharge to the storm drain.

4. Fueling Areas

The property owner shall dry sweep the fueling area and spot clean leaks and drips on a routine basis. Fueling areas shall not be washed down with water unless the wash water is collected and prevented from discharging to the storm drain system. Wash water resulting from the pressure washing of fueling areas must be captured, pretreated (if necessary) to meet local discharge limits, and discharged to the sanitary sewer or hauled offsite for proper disposal through a licensed waste hauler.

5. Loading Docks (not used)

6. On-site Storm Drains

All on-site storm drains must be inspected and, if necessary, cleaned at least once a year immediately prior to the rainy season.

7. Architectural Copper Cleaning, Treating or Washing

When cleaning, treating or washing architectural copper features, implement one or both of the following:

a. Collect rinse water in a tank and pump to the sanitary sewer. Contact the City of Livermore Water Resources before discharging to the sanitary sewer.

b. Collect the rinse water in a tank and haul off-site for proper disposal.

10. WATER SUPPLY (CITY)

Water mains shall be extended across all frontages of each phase and all waterline valves must notate "EPDM" on the valve body.
The developer shall install pressure reduction valves (PRVs), backflow prevention devices and appurtenances on the potable and reclaimed water services as directed by the City Engineer (Applies in City water Zones 1 and 3.)

The fire service backflow preventer(s) shall be effectively screened from the public right-of-way while at the same time preserving ease of maintenance access to the backflow preventer(s). Screening shall be as specified on City Standard Detail W-10A, B and C. The fire service backflow preventer(s) shall meet the performance standards of the backflow preventer shown in City Standard Detail W-10A, B and C.

Prior to removal of a 1-inch, a 1.5-inch, or a 2-inch water service, the Developer shall contact the City's Water Resources Division at (925) 960-8100, and ask if the City would like to convert the service to a water sampling station. Existing water services (of any size) that will not be used by the proposed development shall be abandoned at the main. Large services shall be abandoned by placing a blind flange on the tee at the main. Small services shall be abandoned by removing the corporation stop valve and installing the appropriate plug in the service saddle. Any valves or meters on abandoned services shall be removed. The meters shall be returned to the Water Resources Division if they are not reused. The Developer shall coordinate water service removals with the City's Water Resources Division as well as with the public works inspector.

10. WATER SUPPLY (CAL WATER) (not used)

11. UNDERGROUNDING OF UTILITIES:

All existing and new electric (with the exception of any 60 KV and higher voltage wires) and communication lines along the project frontage and within the project shall be placed underground. Electric, gas, Comcast and SBC utilities are required and shall be placed in a common trench. All electric transformers shall be placed underground.

12. TRAILWAY/BIKEWAY REQUIREMENTS (not used)

13. MEDIANS AND OTHER LANDSCAPED AREAS (not used)

14. HORTICULTURIST'S REPORT

A Horticulturist's report will be required if the site is located north of Highway I-580.

15. SPECIAL DISTRICTS (not used)

A. Landscaping Maintenance and Operation

B. Assessment District (not used)

C. Mello Roos District (not used)

D. Benefit District (not used)

E. Trust Accounts (not used)

16. AIRPORT LOCATION (not used)

17. SUBDIVISION AGREEMENT AND SECURITY

Following tentative map approval, the Subdivision Improvement Agreement will not be submitted to the City Council until the Developer has submitted all of the documents indicated in the "Final Approval of Tract Map Checklist" in the Development Plan Check and Procedures Manual (28) days prior to the city council meeting at which the final map will be considered for final approval by the City Council.

18. FEE AMOUNTS

The Developer will be required to pay the applicable development impact fees and project processing fees due in connection with this subdivision. The fee shall be the amount in effect at the time the fee is required to be paid.

19. VEHICLE ACCESS

Prior to or with the submittal for the first plan check of the tract improvement plans and final map, the Developer shall submit for review and approval a traffic control plan for providing safe entry to and exit from the site. The purpose of the plan is to insure that there will be safe entry and exit by construction and other vehicles prior to the installation of the required permanent improvements on Central Avenue.

Access to the development by construction equipment, material delivery and other heavy loads shall be limited by the Developer to the following route:

I-508, North Vasco, Northfront Road, Central Ave and Cherry Way

Such heavy loads will not be allowed on existing residential streets in the vicinity of the development.

The wheel-loading on the above routes shall not exceed State load limits.

20. DEVELOPMENTS WITH PRIVATE ROADWAYS AND UTILITIES (Condominiums, Row Houses, Cluster, etc.) (not used)

3/20/20

BV: JC :MAP

5/20/20

S:\Section Folders\Development Section\Planning\Tentative Tracts

form revised 7-12-13

EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Developer shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:
   $5,000,000 per occurrence/**$10,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
   $2,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
   Statutory limits as required by the State of California including **$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Developer is a sole proprietor, then they must sign "Contractor Release of Liability".
4. Pollution 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 Developer; or automobiles owned, leased, hired or borrowed by the Developer. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.

EXHIBIT B

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 Developer'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 Developer'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

Completed Operations

Developer shall maintain insurance as required by this contract for a minimum of five years following the completion of this project. In the event the Developer fails to obtain or maintain completed operations coverage as required by this agreement, the City of Livermore at its sole discretion may purchase the coverage required and the cost will be paid by the Developer. Completed Operations endorsement or coverage shall be at least as broad as Insurance Services Office CG 20 38. Developer shall require and verify that all subcontractors or other parties hired for this Agreement purchase and maintain coverage for indemnity and insurance requirements at least as broad of specified in this Agreement to the extent they apply to the scope of the subcontractor's work with the same Certificate of Insurance requirements and naming as additional insureds all parties to this agreement. Developer shall include the following language in their agreements with Subcontractors: "Subcontractor agrees to be bound to Developer and City in the same manner and to the same extent as Developer is bound to City under the Agreement. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements,

EXHIBIT B

with any sub-subcontractor to the extend they apply to the scope of the Sub-subcontractor's work. A copy of the City Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request." Developer shall provide proof of such compliance and verification to the City upon request.

Verification of Coverage

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

LIVERMORE
CALIFORNIA

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

DATE: October 13, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing the execution of a first amendment to the agreement with CSG Consultants, Inc. for on-call engineering map and plan review services for development projects and improvement plans, increasing the not-to-exceed amount from $400,000 to $800,000, adding language to allow the City to modify the contract, and extending the contract term through December 31, 2028.

RECOMMENDED ACTION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute the first amendment to the agreement with CSG Consultants, Inc. for on-call engineering map and plan review services for development projects and improvement plans, increasing the not-to-exceed amount from $400,000 to $800,000, adding language to allow the City to modify the contract, and extending the term of the contract through December 31, 2028.

DECISION TYPE

Administrative

SUMMARY

The proposed contract amendment with CSG Consultants, Inc. (CSG) will authorize continued on-call engineering development plan review services, including final map plan review, improvement plan review, and building permit reviews. This first amendment to the professional services agreement with CSG Consultants, Inc. will allow CSG to continue to provide project plan review services for development projects such as Tract 8659 Harridge, Tract 8094 Garaventa Hills and other future subdivision projects.

This first amendment increases the not-to-exceed contract amount from $400,000 to $800,000 and extends the term through December 31, 2028.

DISCUSSION

For the past twelve years, the City of Livermore (City) has hired engineering consultants to assist the

Engineering Division with development engineering tasks during workload surges. Their services include assisting staff in the review of development entitlement applications and identifying conditions of approval, improvement plan and final map review, legal description review, and general engineering services.

The Engineering Division requires multiple engineering consultants to assist in performing timely development reviews during workload surges. The workload related to development review fluctuates and the support of consultants allows the Engineering Division to provide quality reviews and timely customer service to the public, developers, and City staff. The consultants were shortlisted through a Request for Qualifications/Proposals. The professional services agreements provide on-call engineering plan review services including map plan review, improvement plan review, and building permit reviews. These agreements authorize the City Engineer to approve work tasks related to the contract within the overall budget amount.

On February 27, 2024, the City entered into a professional service agreement with CSG Consultants, Inc. (CSG) to provide professional plan review services. The agreement was for a four-year term with a not-to-exceed contract amount of $400,000, which was based on the anticipated workload at that time. Over the past year, demand for services from CSG Consultants has significantly increased, driven by accelerated development activity—particularly within the Isabel Neighborhood Specific Plan area. These services include technical review of final subdivision maps, civil improvement plans, and building permit applications to ensure full compliance with City standards, adopted design guidelines, and applicable regulatory frameworks, including stormwater management requirements and the California Subdivision Map Act.

This amendment will allow CSG to continue performing plan reviews for development projects such as Tract 8659 Harridge, Tract 8388 Cherry Way, and Tract 8094 Garaventa Hills.

This first amendment to the CSG agreement increases the not-to-exceed contract amount from $400,000 to $800,000, adds language to allow the City to modify the contract, and extends the term of the agreements through December 31, 2028.

FISCAL AND ADMINISTRATIVE IMPACTS

This first amendment increases compensation by $400,000, for a total not-to-exceed amount of $800,000. Funding for the amendment will be provided by the Engineering operating budget for consultant services. The City collects plan check fees from developers to offset these costs, no additional appropriation is required.

COMMUNITY PILLAR

2: Economy That Prospers

GOAL

5: Facilitate the development of commercial and industrial projects that provide high-quality local jobs and support a diverse local economy

ATTACHMENTS

1. Resolution
2. Exhibit A - First Amendment with CSG Consultants, LLC

Prepared by: Jarrett Rasmussen
Associate Civil Engineer

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CSG CONSULTANTS, INC. FOR ON-CALL ENGINEERING MAP AND PLAN REVIEW SERVICES TO INCREASE THE NOT-TO-EXCEED AMOUNT FROM $400,000 TO $800,000 AND EXTEND THE TERM THROUGH DECEMBER 31, 2028

On February 26, 2024, the City Council adopted Resolution No. 2024-022, authorizing the City Manager to execute an agreement with CSG Consultants, Inc. ("Consultant") for on-call engineering map and plan review services. The term of the agreement is approximately four years with a not-to-exceed amount of $400,000. On February 27, 2024, the City Manager executed the agreement.

The Engineering Division requires continued assistance performing plan reviews for various development projects, including Tract 8659 (Harridge) and Tract 8094 (Garaventa Hills). As a result, the City desires to enter into a first amendment to the agreement with Consultant to: (1) increase the not-to-exceed amount from $400,000 to $800,000; (2) extend the term of the agreement through December 31, 2028; (3) add a rate schedule for work performed during the period August 1, 2028 through December 31, 2028; and (4) add a standard contract provision entitled "Entire Agreement; Modification."

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

1. Authorizes the City Manager, or her designee, to execute a first amendment to the professional services agreement with CSG Consultants, Inc., attached hereto as Exhibit A, for on-call engineering map and plan review services to: (a) increase the not-to-exceed amount from $400,000 to $800,000; (b) extend the term through December 31, 2028; (c) add a rate schedule for work performed during the period August 1, 2028 through December 31, 2028; and (d) add a standard contract provision entitled "Entire Agreement; Modification."

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

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 13, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

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

Exhibit A – First Amendment to Professional Services Agreement with CSG Consultants, Inc.

EXHIBIT A

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT, is made and entered into this ____ day of _____, 2025, by and between the City of Livermore, a municipal corporation ("City"), and CSG Consultants, Inc., a California corporation ("Consultant").

RECITALS

On February 27, 2024, City and Consultant entered into an agreement for Consultant to provide professional on-call engineering map and plan review services, including entitlement and final map reviews, City surveyor/map reviews, and improvement plan reviews for City ("Original Agreement").

City and Consultant desire to amend the Original Agreement to: (1) increase the not-to-exceed amount by $400,000 for a total not-to-exceed amount of $800,000; (2) add an Exhibit "A-1"; (3) extend the term of the Agreement through December 31, 2028; and (4) add Section 21, *Entire Agreement; Modification*, to the Agreement. This is the first amendment to the Original Agreement.

AGREEMENT

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

1. The Original Agreement is amended as follows:

   A. Section 5(A) of the Original Agreement is amended to read as follows:

   > The total compensation payable by City to Consultant for the Services **SHALL NOT EXCEED** the sum of $800,000 ("not-to-exceed amount"). City shall compensate Consultant for the Services rendered from March 11, 2024 to July 31, 2028, at the hourly rates, task amounts, or travel expenses set forth in Exhibit "A" to the Original Agreement and, for the Services rendered from August 1, 2028 to December 31, 2028, at the hourly rates, task amounts, or travel expenses set forth in Exhibit "A-1" to the First Amendment. City shall compensate Consultant for the Services rendered at the hourly rates, task amounts, or travel expenses set forth in Exhibit "A" and Exhibit "A-1" up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates, task amounts or travel expenses are intended to be Consultant's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Consultant, its agents, and employees to provide the Services

B. Section 6 of the Original Agreement is amended to read as follows:

Term. The term of this Agreement commences on March 11, 2024, and terminates upon completion of the Services or December 31, 2028, whichever occurs first.

C. The language at the top of page six of the Original Agreement reading "City can be used in place of the original for all purposes with the same effect as if it was the original" is deleted and replaced with the following:

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.

2. Except with respect to the addition of Section 21, which shall be deemed effective as of the date the Original Agreement was executed, these amendments are prospective and only apply to the Services rendered by Consultant after the execution of this Amendment. Unless otherwise stated herein, this Amendment does not relieve the parties of the terms and conditions of the Original Agreement as written and in effect at the time the Services were rendered.

3. Except as amended above, the Original Agreement remains in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

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

CONSULTANT: **Dated:**

DocuSigned by:
Cyrus Kianpour
7AC12FE2224A4B2...

9/16/2025 | 1:52 PM PDT

Cyrus Kianpour
President

CITY OF LIVERMORE: **Dated:**

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

Signed by:
Molly A. O'Toole
8C094721F53540E...

Deputy/Assistant/Senior Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
A5F7D34BB6A748A...

Risk Manager/Analyst

Attachments:
Exhibit A-1 – Hourly Rates

Docusign Envelope ID: F9BE3EE2-E315-4DC7-8563-97CFB09A4972

Hourly Rates

CSG services are billed on a time-and-materials basis according to our Standard Rates, shown below.

Professional Engineering Services	2023-2024 Hourly Rate	2024-2025 Hourly Rate	2025-2026 Hourly Rate	2026-2027 Hourly Rate	2027-2028 Hourly Rate	2028-2029 Hourly Rate
Engineering Trainee	$80	$85	$90	$95	$100	$105
Administrative Assistant	$90	$95	$100	$105	$110	$115
Analyst	$150	$160	$170	$180	$190	$200
Engineering Designer/CASp Inspection & Consultation	$160	$170	$180	$190	$200	$210
Construction Inspector	$165	$175	$185	$195	$205	$215
Senior Analyst	$175	$185	$195	$205	$215	$225
Assistant Resident Engineer	$190	$200	$210	$220	$230	$240
Assistant Engineer	$165	$175	$185	$195	$205	$215
Associate Engineer / Surveyor	$195	$205	$215	$225	$235	$245
Senior Construction Inspector	$180	$190	$200	$210	$220	$230
Senior Engineer	$220	$230	$240	$250	$260	$275
Senior Land Surveyor	$220	$230	$240	$250	$260	$275
Resident Engineer	$230	$240	$250	$260	$270	$285
Structure Representative	$230	$240	$250	$260	$270	$285
Senior Structural Engineer	$245	$255	$265	$275	$285	$295
Senior Project Manager	$245	$255	$265	$275	$285	$295
Principal Engineer	$260	$270	$280	$290	$300	$315
Senior Principal Engineer	$280	$290	$300	$310	$320	$335
Two-Person Survey Crew	$365	$385	$405	$425	$445	$465
Sustainability Program Management Services	**Hourly Rate**	**Hourly Rate**	**Hourly Rate**	**Hourly Rate**	**Hourly Rate**	**Hourly Rate**
Sustainability Program Analyst	$150	$160	$170	$180	$190	$200
Sustainability Program Senior Analyst	$180	$190	$200	$210	$220	$230
Sustainability Program Manager	$210	$220	$230	$240	$250	$265

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, travel and office expenses. CSG will coordinate the pickup and return of plans to and from CSG offices. Overtime work will be billed at 1.5x the hourly rates indicated in the table above. CSG will mail/email an invoice every month for services rendered during the previous month.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.6**

DATE: October 13, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing the City Manager to approve and execute change orders or contract amendments for the Golf Course Damage Repair Project SD202132, (FEMA PA-09-CA-4308-PW-00602), in an amount not to exceed ten percent of the construction contract value of $2,680,785.

RECOMMENDED ACTION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to approve and execute change orders or contract amendments for the Golf Course Damage Repair Project SD202132, (FEMA PA-09-CA-4308-PW-00602), in an amount not to exceed ten percent of the construction contract value of $2,680,785.

DECISION TYPE

Administrative

SUMMARY

On June 9, 2025, the City Council delegated authority to the City Manager to award a construction contract for the Golf Course Damage Repair Project SD202132, (FEMA PA-09-CA-4308-PW-00602) in an amount not to exceed $2,700,000. This delegation included authority to execute change orders or amendments within the approved not-to-exceed amount, reject all other bids, and take any actions necessary and appropriate to implement the purpose and intent of the resolution, including approval of minor modifications to the proposed agreement.

Bids for the Golf Course Damage Repair Project No. SD202132 were received on July 15, 2025. A construction contract with Grade Tech, Inc. in the amount of $2,680,795 was executed on August 11, 2025. While the awarded contract amount falls within the previously authorized limit, the remaining balance of approximately $19,205 is insufficient to accommodate potential change orders or amendments that may arise during the course of construction. To ensure timely and efficient management of the project and avoid delays, staff requests City Council authorize the City Manager to execute change orders or contract amendments in an amount not to exceed ten percent of the

construction contract value of $2,680,795.

DISCUSSION

Winter storm events in 2017 and 2022-2023 had significant impacts on areas around the Arroyo Las Positas Creek. The creek overtopped and travelled overland, flooding the golf course, Beeb's parking lot, and parts of Livermore Municipal Airport, etc. The floodwaters uprooted trees, deposited debris and sediments, and caused damage to the drainage system, equipment, paved pathways, among other amenities, and also damaged private facilities. Floodwater also overtopped the channel upstream of the Airway Boulevard culvert crossing Airway Boulevard at various locations flooding Airway Boulevard, Club House Drive, Terminal Circle, the eastern part of Livermore Municipal Airport, the parking lots, and private businesses.

The Golf Course Damage Repairs Project SD202132, FEMA PA-09-CA-4308-PW-00602, will restore cart pathways, tee boxes, greens and fairways, etc., construct concrete floodwalls along the northern side of the golf course parking lot, install a flood gate at the cart bridge, and construct earthen flood berms to the east of the parking lot. In addition, a combination of concrete floodwalls and earthen flood berms will be constructed along the northern side of Airway Boulevard. The project will mitigate flooding and protect critical infrastructure.

On June 9, 2025, the City Council delegated authority to the City Manager to award a construction contract for the Golf Course Damage Repair Project in an amount not to exceed $2,700,000. With bids opening in the middle of July and no Council meetings in August, delegating authority to award the construction contract was necessary to allow the contract to be signed in August and for work to begin. Starting the work in summer was necessary so that work near creeks can be completed by October 15th per the environmental permits.

This Council item authorizes change orders during construction up to $268,079, which is 10% of the $2,680,795 construction contract with Grade Tech Inc. This 10% amount is consistent with the change order allowance in Livermore Municipal Code Section 2.68.590.

See Attachment 1 for a project location map and Attachment 2 for the executed construction contract.

ENVIRONMENTAL DOCUMENT/ DECLARATION - A Mitigated Negative Declaration was prepared, circulated and a Notice of Determination filed with County of Alameda on January 14, 2025.

FISCAL AND ADMINISTRATIVE IMPACTS

The budget for the Golf Course Damage Repair Project SD202132 is in the 2025-2030 Capital Improvement Plan. The budget covers the cost of this proposed change order allowance of $268,079, the construction contract and all other project costs including design, permits, and construction phase support services. The project is funded as shown on the table below. No additional budget appropriations are required.

Funding Source	FY 2024-25	FY 2025-26	FY 2026-27
CIP Reserves--Storm	$20,000	$200,000	$65,000
Federal Grant--Storm	165,000	1,800,000	65,000
State Grant--Storm		510,000	
State--Gas Tax		800,000	100,000
State--SB1	50,000		
Total	**$235,000**	**$3,310,000**	**$230,000**

Annual operations and maintenance cost are estimated to be $10,000 and will be funded by the General Fund.

COMMUNITY PILLAR

5: A City That Works

GOAL

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

ATTACHMENTS

1. Site Map
2. Grade Tech Executed Construction Contract
3. Resolution

Prepared by: Mallika Ramachandran
Assistant City Engineer

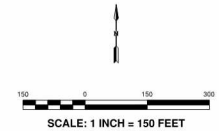
Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

PLAN
SCALE: 1" = 150'



ATTACHMENT 1 - SITE MAP

Las Positas Golf Course Repair, Project No. SD202132
FEMA PA-09-CA-4308-PW-00602

REGISTERED PROFESSIONAL ENGINEER
BENJAMIN L. SHICK
No. 68311
CIVIL
STATE OF CALIFORNIA
DRAFT

Inch
0.5
0

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS
2200 RANGE AVENUE, STE 201
SANTA ROSA, CA 95405
(707) 528-4848

	10/02/24				
APPROVED BY	DATE				
DESIGNED BY	JFO				
DRAWN BY	JFO				
CHECKED BY	BLS	NO.	DATE	BY	REVISIONS

CITY OF
LIVERMORE
CALIFORNIA
COMMUNITY DEVELOPMENT DEPARTMENT-ENGINEERING DIVISION
City Project No. 202015

ARROYO LAS POSITAS FLOOD MITIGATION PROJECT - PHASE I

PROJECT IMPROVEMENTS

C3
Sheet 6
Of 23
Scale: AS SHOWN

CONTRACT

This public works contract ("Contract") is entered into by and between the City of Livermore, a California Municipal Corporation ("City") and GradeTech, Inc., a California corporation("Contractor") for work on the Golf Course Damage Repair, Project SD202132, FEMA PA-09-CA-4308-PW-00602 ("Project").

The Parties Agree as Follows:

1. Award of Contract.

In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform work on the Project, and on June 9, 2025, as part of Resolution No. 2025-084 City authorized award of this Contract to Contractor for the amount of Contractor's bid.

2. Contract Documents.

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

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

b. General Conditions;

c. Special Conditions;

d. Division One Technical Specifications;

e. Appendix;

f. Index of Defined Terms;

g. Project Drawings and Specifications;

h. Bid Addenda, if any;

i. Change Orders, if any;

j. ALB Notice;

k. Notice to Proceed;

l. City Standard Specifications and Details;

m. And the following: no other documents

3. Contractor's Obligations.

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

4. Payment.

As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor Two Million Six Hundred Eighty Thousand Seven Hundred Ninety-Five Dollars and Twenty-Two Cents ($2,680,795.22) (the "**Contract Price**"), in accordance with the payment provisions in the General Conditions.

5. Time for Completion.

5.1. Substantial Completion

Contractor must achieve Substantial Completion, as that term is defined in the General Conditions, of the **Project Work within 80 Working Days from** the commencement date stated in the Notice to Proceed. ("Substantial Completion Deadline."). For this project, the Contractor shall also incorporate 5 of average anticipated inclement Weather Days into their bid estimate. Contractor shall be solely responsible for the extended overhead and profit for these weather days and shall not be compensated by the City in any way, reference Section 10.3 of the General Conditions and Section 013200-4.3 Contract Schedules for additional weather day information.

5.2. Final Completion

Contractor must achieve Final Completion, as that term is defined in the General Conditions, of **the Project Work within 15 Working Days after the date of substantial completion. ("Final Completion Deadline**.")

5.3. Early Completion.

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

6. Liquidated Damages.

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

6.1. Substantial Completion Deadline: Four thousand dollars ($4,000) per day.

6.2. Final Completion Deadline: **Two thousand** dollars **($2,000) per day.**

7. Labor Code Compliance.

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

7.1. Prevailing Wages.

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

7.2. DIR Registration.

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

8. Workers' Compensation Certification.

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

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

9. Notice.

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

	City	Contractor
Name	Joel Waxdeck	Michelle Wright
Address	1052 South Livermore Avenue	299 W Jack London Blvd.
City/state/zip	Livermore, CA 94550	Livermore, CA 94551
Phone	(925) 960-4521	(925) 401-5092
Fax	(925) 960-4505	(925) 397-6733
Attention	City Engineer	Vice President

Email	jhwaxdeck@livermoreca.gov	gradetinc@sbcglobal.net
Copy to	mramachandran@livermoreca.gov	

10. General Provisions.

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

10.1. Assignment and Successors.

Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's successors and permitted assigns. A consolidation or merger of Contractor or a change in ownership of 25% or more of Contractor's capital stock constitutes an assignment by Contractor requiring the City's written consent.

10.2. Third Party Beneficiaries.

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

10.3. Governing Law and Venue.

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

10.4. Amendment.

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

10.5. Integration; Severability.

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

10.6. Federal Funding

The project is Federally funded and the CONTRACTOR shall comply with all requirements in Exhibit A - "Special Provision – FEMA Federal Provisions", and updates issued by FEMA.

11. Authorization.

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

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

CITY
City of Livermore, a California Municipal Corporation

s/ Marianna A. Burch
Marianna A. Burch, City Manager

Date: 8/11/2025

Approved as to form:

Tara Mazzanti, Senior Assistant City Attorney

CONTRACTOR
GradeTech, Inc.

s/ Michelle Wright
Michelle Wright, Vice President

Date: 08/04/25

s/ SR

Name/Title [print] Sam Rivinius - Pres.

Date: 08/04/25

628365
Contractor's Calif. License Number(s)

Seal:

09/30/25
Expiration Date(s)

END OF DOCUMENT

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS OR CONTRACT AMENDMENTS FOR THE GOLF COURSE DAMAGE REPAIR PROJECT SD202132, (FEMA PA-09-CA-4308-PW-00602), IN AN AMOUNT NOT TO EXCEED TEN PERCENT OF THE CONSTRUCTION CONTRACT VALUE OF $2,680,795

On June 9, 2025, the City Council authorized the City Manager to award a construction contract for the Golf Course Damage Repair Project SD202132 in an amount not to exceed $2,700,000, and to execute change orders or amendments within that not-to-exceed amount, reject all other bids, and take any actions necessary and appropriate to implement the purpose and intent of the resolution.

Bids for the Golf Course Damage Repair Project SD202132 were received on July 15, 2025, and a construction contract with Grade Tech, Inc. in the amount of $2,680,795 was executed on August 11, 2025. The remaining balance of the previously authorized amount is insufficient to accommodate potential change orders or amendments that may arise during the course of construction.

To ensure timely and efficient management of the project and avoid delays, staff recommends authorizing the City Manager to execute change orders or contract amendments in an amount not to exceed ten percent of the construction contract value of $2,680,795.

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

1. Authorizes the City Manager to execute change orders or contract amendments for the Golf Course Damage Repair Project SD202132, (FEMA PA-09-CA-4308-PW-00602), in an amount not to exceed ten percent of the construction contract value of $2,680,795.

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

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 13, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Senior Assistant City Attorney

LIVERMORE
CALIFORNIA

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

DATE: October 13, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing execution of an agreement with Carollo Engineers, Inc., in an amount not-to-exceed $1,783,054 and a term ending June 30, 2029, to provide design and construction support services for the Water Reclamation Plant Digester Heating Loop Replacement Project WW202315.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an agreement with Carollo Engineers, Inc., in an amount not-to-exceed $1,783,054 and a term ending June 30, 2029, to provide design and construction support services for the Water Reclamation Plant Digester Heating Loop Replacement Project WW202315.

DECISION TYPE

Administrative

SUMMARY

The City of Livermore (City) Water Reclamation Plant (WRP) anaerobic digester hot water loop system boilers are near the end of their expected useful life and need to be replaced to increase system reliability, redundancy, and efficiency. The Programmable Logic Controller (PLC) for the heating loop system is also outdated and needs to be replaced with equipment that meets current standards. Carollo Engineers, Inc. (Carollo) was identified as the most qualified consultant to provide the design and construction support services for the WRP Digester Heating Loop Replacement Project WW202315 (project). This agreement with Carollo, in an amount not-to-exceed $1,783,054, provides design and engineering construction support services for the project including project management, as-built conditions verification, permitting support, preliminary design, detailed design, bidding support, construction support, and project closeout. The contract amount of $1,783,054 represents 30% of the estimated total cost of the project, which is typical for wastewater treatment projects involving complex mechanical and electrical systems.

DISCUSSION

The current WRP biogas boilers heating the anaerobic digesters as well as the Administration and Maintenance Buildings are near the end of their expected useful life and need to be replaced. Additionally, the PLC that controls this system is outdated and needs to be replaced with equipment that meets current standards as identified in the WRP 2022 Supervisory Control and Data Acquisition (SCADA) Master Plan. The digester heating loop system in its entirety is critical in ensuring the anaerobic digesters function properly to produce biosolids for regulated disposal. The location of the anaerobic digester hot water loop system is shown on Attachment 1.

In May 2024, staff sent out a request for qualifications for consultants to perform engineering services for utility projects, including water and wastewater projects, associated with the City's Capital Improvement Plan. The purpose of this process was to receive Statements of Qualifications (SOQs) from multiple consultants, and based on review of these qualifications, execute on-call utility engineering services agreements and establish a short list of consultants who would be eligible for supporting future utility projects. Based on review of the SOQs, including qualifications, interest, and coverage, a selection committee comprised of staff from Engineering and Water Resources found Carollo to be the top-ranked consultant for utility engineering services with a wastewater emphasis.

In March 2025, staff requested a proposal from Carollo to perform engineering services for the project. Staff from Engineering and Water Resources reviewed the submitted proposal and determined it met the project requirements. This agreement with Carollo will provide design and construction phase support services for the project. The not-to-exceed amount for the agreement of $1,783,054 represents approximately 30% of the total estimated project cost, which is typical for wastewater treatment projects involving complex mechanical and electrical systems. The agreement includes the following major tasks:

- Project Management – Carollo will be responsible for project management activities throughout the life of the project, including project setup, administration, coordination with the City, and managing scope, schedule, and budget.
- Digester Building 3D Light Detection And Ranging (LiDAR) – Carollo will conduct a LiDAR survey to capture the as-built configuration of the interiors of the existing Digester Building and generate a 3D model that can support design and future maintenance.
- Permitting Support – Carollo will assist the City in obtaining an Authority to Construct permit from the Bay Area Air Quality Management District (BAAQMD), conducting all coordination with the BAAQMD that may be required to secure approval of the design and construction of the project, preparing and submitting the necessary permit applications with supporting technical information, coordinating with BAAQMD during the permit submittal and approval process, and preparing a memorandum summarizing any products or designs constrained by regulations.
- Preliminary Design – Carollo will perform preliminary design activities to develop a basis for detailed design that will include a summary of project elements, design criteria, preliminary design drawings, a construction cost estimate, and a construction schedule with discussion of construction sequencing.
- Detailed Design – Carollo will prepare detailed construction documents suitable for permitting, advertising, bidding, and construction. Progress submittals will include plans, specifications, cost estimates, calculations, construction schedule, and equipment lists with updated projected lead times for procurement.
- Bidding Phase Services – Carollo will attend a pre-bid meeting and site walk scheduled by the City, assist the City in answering technical questions from prospective bidders, and prepare addenda during the bid period.

- Engineering Services During Construction – Carollo will review Requests for Information, review submittals, prepare design clarifications, and assist with processing change order requests. This task also includes attending meetings, making site observations, and providing on-site start-up and commissioning support.
- Project Closeout – Carollo will prepare record drawings.

FISCAL AND ADMINISTRATIVE IMPACTS

The budget for the WRP Digester Heating Loop Replacement Project WW202315 in the FY2025-30 Capital Improvement Plan covers the cost of this agreement and other project costs including construction, change orders, construction management, project management, and materials testing. The project is funded with Wastewater Replacement Funds (622).

The total fee of $1,783,054 represents approximately 30% of the estimated total cost, which is typical for design and engineering construction support services for a project of this scope. The estimated total budget for this project is $5,634,000, which covers design, permit fees, construction, change orders, materials testing, construction management, and project management.

This maintenance project will not increase operation and maintenance costs.

COMMUNITY PILLAR

1: A Safe Community That Thrives

GOAL

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

GUIDING DOCUMENT

Fiscal Year 2025-2030 5-Year Capital Improvement Plan

ATTACHMENTS

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

Prepared by: Li-Teck Lau
Assistant Engineer

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE CALIFORNIA

Location Map

Notes:

333.3 0 166.67 333.3 Feet

NAD_1983_2011_StatePlane_California_III_FIPS_0403_
Livermore IT, GIS Services

Scale: 1: 2,000

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

Prepared:
8/8/2025 1:16:39 PM

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH CAROLLO ENGINEERS, INC., IN AN AMOUNT NOT-TO-EXCEED $1,783,054 AND A TERM ENDING JUNE 30, 2029, TO PROVIDE DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR THE WATER RECLAMATION PLANT DIGESTER HEATING LOOP REPLACEMENT PROJECT

(PROJECT WW202315)

The City of Livermore's Water Reclamation Plant (WRP) anaerobic digester hot water loop system boilers are near the end of their expected useful life and require replacement to increase system reliability, redundancy, and efficiency. The Programmable Logic Controller for the heating loop system is also outdated and needs replacing with equipment that meets current standards. The WRP Digester Heating Loop Replacement Project WW202315 will include replacement of the biogas boilers, Programmable Logic Controller, and other improvements.

This agreement with Carollo Engineers, Inc., in an amount not to exceed $1,783,054, provides design and construction support services for the project and includes project management, as-built verification, permitting support, design, bid phase services, construction phase services, and project close out.

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

1. Authorizes the City Manager to execute a professional services agreement with Carollo Engineers, Inc., attached hereto as Exhibit A, in an amount not-to-exceed $1,783,054, and a term ending June 30, 2029, to provide design and construction support services for the WRP Digester Heating Loop Replacement Project WW202315.

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

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 13, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Senior Assistant City Attorney

Exhibit A – Carollo Agreement

Docusign Envelope ID: E45EE45C-6204-40C2-BDC0-77D60084881A

PROFESSIONAL SERVICES AGREEMENT

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

RECITALS

City requires professional services to provide engineering services for the Water Reclamation Plant (WRP) Digester Heating Loop Replacement project, which includes replacing two biogas boilers and upgrading the Programmable Logic Controller (PLC).

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

AGREEMENT

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

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

2. Relationship of Parties – Independent Contractors.

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

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

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

Docusign Envelope ID: E45EE45C-6204-40C2-BDC0-77D60084881A

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

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

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

(a) Coordinate the Services with Li-Teck Lau ("Project Manager"), or such other person designated as the Project Manager by City;

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

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

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

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

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

(g) Obtain and complete the appropriate City forms for the City to pay Consultant electronically via the Automated Clearing House (ACH). Those forms may be obtained by email at accountspayable@livermoreca.gov or by calling Accounts Payable staff at (925) 960-4345. If Consultant opts-out of electronic payment, it must likewise complete the appropriate City forms that can be obtained from those same sources for payment by check. The authority granted by those forms will remain in force and effect

Docusign Envelope ID: E45EE45C-6204-40C2-BDC0-77D60084881A

until the City receives written notification of changes, which changes shall not take effect for at least ten business days to afford City a reasonable opportunity to act;

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

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

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

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

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

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

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

(o) Comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA, when providing the Services; and,

(p) If applicable, Consultant shall ensure that all work for compensation is provided in compliance with the requirements of the California Labor Code including but

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not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and prevailing wages.

5. Term. The term of this Agreement commences on 10/25/2025, and terminates upon the completion of the Services or 06/30/2029, whichever occurs first.

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

7. Compensation and Payment.

(a) The total compensation payable by City to Consultant for the Services **SHALL NOT EXCEED** the sum of $1,783,054.00 ("not-to-exceed amount").

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

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

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

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

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

Docusign Envelope ID: E45EE45C-6204-40C2-BDC0-77D60084881A

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

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

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

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

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

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12. Insurance. Without limiting Consultant's indemnification of the Indemnified Parties, Consultant shall procure and maintain at its own expense during the term of this Agreement policies of insurance in the amounts and under the terms set forth in Exhibit C *Insurance Requirements* against claims and Liability that may arise from or in connection with this Agreement and performance of the Services. Upon reasonable written notice, Consultant shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by City's Risk Manager.

13. Force Majeure; Service Delays. Should Consultant's performance of the Services be obstructed or delayed due to changes in the Services by City, by any default, act, or omission of City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain goods, materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then Consultant's time for performance may, at City's sole discretion, be extended for such periods as may be agreed upon by City and Consultant. Nothing in this section restricts City's authority in Section 6 to terminate this Agreement.

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

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

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

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

Docusign Envelope ID: E45EE45C-6204-40C2-BDC0-77D60084881A

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

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

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

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

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

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

23. No Subcontracting and No Assignment. Consultant's unique personal competence, experience, specialized personal knowledge, and professional reputation were a substantial inducement to City for the award of this Agreement to Consultant, therefore no part of the Services may be assigned or subcontracted without City's prior written consent. For the purposes of this section, a change of fifty percent or more in the ownership or control of Consultant constitutes an assignment.

Docusign Envelope ID: E45EE45C-6204-40C2-BDC0-77D60084881A

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

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

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

27. Construction of Language.

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

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

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

Docusign Envelope ID: E45EE45C-6204-40C2-BDC0-77D60084881A

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

TO CITY: Attention: City Engineer
City of Livermore / Community Development
1052 South Livermore Avenue Livermore, CA, 94550

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

TO CONSULTANT: Attention: Kyle Leonard
Carollo Engineers, Inc.
2795 Mitchell Drive
Walnut Creek, CA, 94598
United States
Email: ktleonard@carollo.com

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

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

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

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

Docusign Envelope ID: E45EE45C-6204-40C2-BDC0-77D60084881A

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

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

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Signatures and Exhibit List on the Next Page

Docusign Envelope ID: E45EE45C-6204-40C2-BDC0-77D60084881A

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement, effective on the date set forth in the first paragraph of this Agreement, which is the date that this Agreement was signed on behalf of City after it was signed by Consultant.

CONSULTANT: **Dated:**

Signed by:
Rick Chan
38AE2D73DB5240A...

8/25/2025 | 2:45 PM PDT

Rick Chan
Senior Vice President

CITY OF LIVERMORE: **Dated:**

_____ _____

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Tara Mazzanti
B099F6571570452...

Deputy/Assistant/Senior Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
A5E7D34BB6A748A...

Risk Manager/Analyst

Exhibits:

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

Docusign Envelope ID: E45EE45C-6204-40C2-BDC0-77D60084881A

EXHIBIT A
Scope of Work

Scope of Work Description

The scope of work is as described in the following pages.

Docusign Envelope ID: E45EE45C-6204-40C2-BDC0-77D60084881A

SCOPE OF SERVICES (August 6, 2025)

Task 1.0 – Project Management

1.1 Project Management

Consultant shall perform project management necessary to plan, execute, monitor, and report the project's progress to the City for Tasks 1.0 through 5.0 over an estimated 16-month design and bid period. Consultant shall prepare a monthly progress letter report for attachment to the monthly invoice to track and report status of budget expenditures and key work products completed during the billing period. Consultant shall maintain a Decision Log to track the impact of decisions made on design, consulting cost, construction cost, and project schedule. Consultant shall develop a project design schedule for Tasks 1.0 through 5.0 and update it on a monthly basis.

Consultant Deliverables for Task 1.0:

- Progress letter report with each invoice.
- Decision log in PDF file format.
- Updated project design schedule on a monthly basis.

Task 2.0 – Digester Building 3D LiDAR

2.1 Digester Building 3D LiDAR

Consultant shall conduct a LiDAR survey to capture the interiors of the existing Digester Building and generate a 3-dimensional (3D) model of the building, with modeling provided in Revit 2022 and assigned piping systems and materials per Carollo standards. The model will include structural, mechanical equipment and piping, HVAC, electrical boxes, and large diameter conduits and exclude loose or temporary objects. Topography is excluded.

Information and/or Services Provided by City for Task 2.0:

- City staff will assist by providing access and clearing the space for the scanning effort.

Consultant Deliverables for Task 2.0:

- 3D model of the Digester Building.

Task 3.0 – Permitting Support

3.1 Permitting Support

Consultant shall assist the City in obtaining a Building Permit from the City of Livermore Building Department and an Authority to Construct permit from the Bay Area Air District. Consultant shall conduct all coordination with these two agencies that may be required to secure approval of the design and construction of the Project. Consultant shall prepare and submit the necessary permit applications with supporting technical information and coordinate with agency staff during the permit submittal and approval process. Consultant shall prepare a memoranda summarizing any products or designs constrained by regulations.

Information and/or Services Provided by City for Task 3.0:

- Latest version of the boilers' Permit-to-Operate for Consultant's use to prepare the application package.

Docusign Envelope ID: E45EE45C-6204-40C2-BDC0-77D60084881A

- All fees related to permit applications will be paid by the City.

Consultant Deliverables for Task 3.0:

- Meeting agendas, presentation materials, and meeting minutes shall be provided in PDF file format.
- Communication logs associated with permitting/agency coordination shall be provided in PDF file format.
- Permit applications with supporting technical information.
- Memoranda for products or designs constrained by regulations.

Task 4.0 – Design

4.1 Basis of Design

Consultant shall perform preliminary design activities to develop a basis for detailed design that will include the following:

- Summary of project elements including design criteria.
- Preliminary design drawings showing general plan and major section for boiler replacements and PLC-3 replacement.
- Prepare a Class 4 construction cost estimate, as described by the Association for the Advancement of Cost Engineering (AACE) International in the "Recommended Practice 18R-97 Cost Estimate Classification System for the Process Industries".
- Construction schedule, including discussion on construction sequencing.

Consultant shall organize and facilitate a hybrid workshop to present the basis of design findings. The presentation materials and meeting minutes will serve as the documentation for the basis of design. A basis of design report will not be developed.

Meetings for Task 4.1: Consultant will attend and conduct the following meetings with the City:

- Kick-Off Meeting: Will be a hybrid meeting, 2 hours in duration, and attended by up to four Consultant team members.
- BODR Workshop: Will be a hybrid meeting, 4 hours in duration, and attended by up to four Consultant team members.

Information and/or Services Provided by City for Task 4.1:

- Seasonal heating demands requirements for the boilers.
- Design criteria for existing instruments to be replaced.
- Input at meetings.

Consultant Deliverables for Task 4.1:

- Meeting agendas, presentation materials, and meeting minutes shall be provided in PDF file format.

4.2 Final Design

Consultant will prepare biddable construction documents (drawings and specifications) for the preliminary project elements listed below and as refined in Task 4. The final project scope elements will

be refined through field observations, discussions with City and plant staff, and the Basis of Design findings and feedback.

- Replacement of the two existing digester gas boilers, B-E1 and B-E2.
- Replacement of the two gas flues.
- Replacement of the gas train piping and valves as needed to accommodate the new boilers.
- New dedicated gas pipe from the digester gas main line to replacement boiler B-E1.
- Replacement of the two existing pilot light gas flow meters.
- Replacement of the digester gas flow meter FM0E8 in the 8" digester gas main line.
- New boiler B-E1 digester gas flow meter.
- New boiler B-E2 digester gas flow meter.
- New pressure sensor on the 8" digester gas main line.
- Replace existing analog gas pressure reader.
- New temperature sensors for hydronic system primary supply and return to boilers.
- Connect all new digester boilers, temperature sensors, pressure sensors, and flow meters to SCADA.
- Replacement of PLC-3 in it's current room. Relocation to a new electrical room is not included.
- New conduits and wiring as needed for power, signal, and control.

Construction documents will be prepared in compliance with current codes adopted by the City and applicable local governing agencies at the commencement of this project.

Drawings will be prepared on a computer-aided design drafting (CADD) system using Consultant's CADD drafting standards. Construction drawings will include general, demolition, civil, structural, mechanical, electrical, and instrumentation disciplines. Drawing backgrounds for demolition and new improvements will be based on Consultant's 3D model from Task 2.0 and available record drawings of these areas to be provided by the City.

Specifications will be prepared using the City's front-end contract documents and Consultant's technical specifications. Front-end contract documents to be provided by the City will include general bidding requirements, general conditions, and special conditions. Technical specifications to be provided by Consultant will be prepared using Consultant's standard Construction Specification Institute (CSI) format for Divisions 2 through 17. In addition, Consultant will provide supplemental Division 1 specifications as required.

During final design, Consultant will prepare and submit three progress submittals to the City for review and comment. The first submittal will be the 50 percent design submittal, which will include the following preliminary information: process flow diagrams, process and instrumentation diagrams, site plan, major process equipment layouts and sections, major process piping, electrical one-line diagrams, major mechanical equipment specifications, and control descriptions for major equipment. In addition, the Consultant will prepare a preliminary list of overall required specification sections for the City's review and approval. Consultant will also provide a response to all City comments made during this phase of revision and will provide the City with any potential construction cost increase estimates and gain City approval of additional costs prior to performing design modifications on that comment.

The second submittal will be the 90 percent design submittal, which will be a completed set of contract documents that will also be submitted concurrently to Consultant's in-house technical checking team for review. The 90 percent design submittal will have incorporated applicable review comments from the 50 percent design review and other comments received from the City between 50 and 90 percent design. Consultant will also provide a response to all City comments made during this phase of revision and will provide the City with any potential construction cost increase estimates and gain City approval of additional costs prior to performing design modifications on that comment.

The third submittal will be the 100 percent design submittal, which will be a completed set of contract documents that will have incorporated applicable review comments from the 90 percent design review. Consultant will also provide a response to all City comments made during this phase of revision and will provide the City with any potential construction cost increase estimates and gain City approval of additional costs prior to performing design modifications on that comment.

Applicable review comments from the City at the 100 percent design stage will be incorporated into the bid documents design submittal, which will be stamped and signed by professional engineers registered in the State of California. Changes following the bid documents design submittal will be made by addenda to the bid documents.

Consultant shall attend one submittal workshop for each of the 50 and 90 percent design submittals.

Consultant will prepare construction cost estimates at the 50, 90, and 100 percent design submittal stages. Construction cost estimates will be prepared based on quantity takeoffs, estimating guides, equipment manufacturers' quotes, and construction cost estimates of similar facilities. Contingencies for general estimating, general conditions, contractor overhead and profit, escalation to midpoint of construction, and annual cost escalation will be included in the construction cost estimates.

Consultant will prepare preliminary construction schedules at the 50, 90, and 100 percent design submittal stages to estimate approximate construction duration of the project. The construction schedules will include construction durations, milestones, long lead time materials, work sequences developed by Consultant and plant staff, and critical path activities that will be developed based on information presented in referenced design submittals.

Consultant will provide estimated major equipment lead times at the 50, 90, and 100 percent design submittal stages.

Consultant will provide the following with the 100% design submittal:

- Preliminary list of overall project submittals.
- Preliminary list of specialty inspections.
- Preliminary list of testing requirements.
- Preliminary list of long lead time items (more than three-month delivery time).
- Preliminary list of any special licenses, certificates, or qualifications required by any specification section included.
- Preliminary list of spare parts.
- Preliminary list of items requiring O&M manuals.
- Preliminary list of warranties greater than one year.

Docusign Envelope ID: E45EE45C-6204-40C2-BDC0-77D60084881A

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

- MS WORD files of the City's front-end documents to include Divisions 0 and 1 specifications.
- Electronic copies of record drawings and approved product/equipment submittals in PDF format that are relevant to project elements on this project.
- Input at meetings.
- Electronic copies of a collated set of marked up comments on drawings and specifications in PDF format for the 50, 90, and 100 percent submittals. City will summarize their review comments for the specifications in MS WORD and drawings in Bluebeam Studio.

Consultant Deliverables for Task 4.2:

- Workshop agendas, presentation materials, and meeting minutes shall be provided in PDF file format.
- 50, 90, and 100 percent design submittals in PDF format.
- One hard copy and one electronic copy in PDF format of the reproducible set of final bid documents (specifications and full-size drawings) stamped and signed by the professional engineers registered in the State of California.
- AutoCAD files of the bid drawings (unstamped and unsigned).
- 50, 90, and 100 percent design construction cost estimates in PDF format.
- 50, 90, and 100 percent design preliminary construction schedules in PDF format.
- 50, 90, and 100 percent design estimated major equipment lead times in PDF format.
- Preliminary list of overall project submittals, preliminary list of specialty inspections, preliminary list of testing requirements, preliminary list of long lead time items (more than three-month delivery time), preliminary list of any special licenses, certificates, or qualifications required by any specification section included, preliminary list of spare parts, preliminary list of items requiring O&M manuals, and preliminary list of warranties greater than one year with the 100 percent design submittal.

Task 5.0 – Bid Phase Services

5.1 Bid Phase Support

Consultant shall attend the pre-bid meeting and site walk to be scheduled by the City. City will conduct the pre-bid meeting and Consultant will assist the City in answering technical questions from prospective bidders. Consultant shall prepare up to three addendum during the two-month bid period. The City will reproduce and distribute any addenda produced during the bid period.

Information and/or Services Provided by City for Task 5.1:

- Reproduction, advertising, and distribution of all final bid documents and addendums.
- Conduct pre-bid meeting.
- Respond to bidders' questions with input from Consultant.
- Reproduce and distribute addenda to prospective bidders.

Consultant Deliverables for Task 5.1:

- Responses to bidder questions via email or in PDF format.
- Addenda in PDF format.

Docusign Envelope ID: E45EE45C-6204-40C2-BDC0-77D60084881A

5.2 Conformed Documents

Consultant will prepare conformed documents based on incorporating changes outlined in the addenda to the bid documents. Conformed documents will be prepared using Consultant's standard format and will be provided to the City in both AutoCAD and PDF formats.

Consultant Deliverables for Task 5.2:

- Conformed documents in PDF format.
- Conformed drawings in AutoCAD format.

Task 6.0 – Engineering Services during Construction

6.1 Project Management

Consultant will perform project management necessary to plan, execute, monitor, and report the project's progress to the City for Tasks 6.0 and 7.0 over an estimated 23-month construction and project closeout period. Consultant shall prepare a monthly progress letter report for attachment to the monthly invoice to track and report status of budget expenditures and key work products completed during the billing period.

6.2 Construction Meeting

Consultant will attend the following construction meetings based on the following assumptions:

- Pre-Construction Meeting – Three Consultant team members will attend the pre-construction meeting.
- Weekly Construction Meetings – Two Consultant team members will attend a total of 87 weekly construction meetings via virtual telephone conference meetings. One Consultant team member will attend a weekly construction meeting in-person once per month.
- Weekly Construction Management Meetings – One Consultant team member will attend a total of 50 weekly construction management meetings virtually via Teams format.
- Weekly Commissioning Meetings – Two Consultant team members will each attend a total of 20 weekly commissioning meetings virtually via Teams format.
- Substantial Completion Meeting – Consultant will attend a substantial completion meeting near the end of the construction period to observe and check status of construction activities. Consultant will prepare and submit a preliminary punch-list of corrective items to the City for review and forwarding to the Contractor to complete before final completion.

It is anticipated that all construction meetings will be 1-hour in duration (exclusive of travel time for in-person meetings). The City will coordinate and conduct all meetings and prepare meeting minutes for distribution to the Consultant and Contractor.

6.3 Request for Information

Consultant will receive, log, review, and respond to requests for information (RFIs) from the Contractor forwarded by the City. In responding to the RFIs, Consultant will issue interpretations and clarifications to the contract documents. For budgeting purposes, Consultant will respond to 30 RFIs assuming an average processing and review time of 4 hours per RFI. Note, the budget estimated for this task may be higher or lower depending on the final number of RFIs reviewed and the complexity of each RFI submitted by the Contractor.

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6.4 Submittals

Consultant will receive, log, review, and respond to submittals from the Contractor forwarded by the City. Submittals will be reviewed in accordance with the contract documents and include two types of submittals.

- General submittals – These are submittals that generally include routine elements such as epoxies, grout, sealants, valves, piping, etc. that require a single lead reviewer and shorter duration to complete. For budgeting purposes, Consultant will respond to 80 general submittals/resubmittals assuming an average processing and review time of 6 hours per submittal/resubmittal.
- Major submittals – These are submittals that generally include more complicated elements such as boilers, PLCs, shutdown plan, and commissioning plan, etc. that require multiple reviewers and longer duration to complete. For budgeting purposes, Consultant will respond to 6 major submittals/resubmittals assuming an average processing and review time of 40 hours per submittal/resubmittal.

Note, the budget estimated for this task may be higher or lower depending on the final number of submittals/resubmittals reviewed and the completeness of each submittal/resubmittal submitted by the Contractor.

6.5 Site Observations

Consultant's discipline engineers (structural, mechanical, electrical, and instrumentation) will attend 5 site observations in person on an as-requested basis to observe field construction issues and discuss technical elements. For budgeting purposes, Consultant assumes an average time of 4 hours are required to perform each site observation.

6.6 Design Clarifications

Consultant will prepare 2 design clarifications to clarify and/or change the intent of the contract documents at the request of the City. In preparing each design clarification, Consultant will issue revised specifications, revised drawings, and/or new sketches as needed to clarify and/or change the intent of the contract documents for the City's review and transmittal to the Contractor. For budgeting purposes, Consultant assumes an average time of 10 hours are required to prepare each design clarification.

6.7 Change Order Requests

Consultant will assist the City in reviewing a total of 2 change order requests submitted by the Contractor. Consultant's review will be limited to the technical merits of the change order requests and providing input on applicable unit and material prices of selected items. Consultant will be responsible for preparing a total of 2 independent cost estimates of change order requests for verification and provide this information to the City to negotiate the cost of each change order request with the Contractor. For budgeting purposes, Consultant assumes an average time of 4 hours are required to review each change order request and an average time of 4 hours are required to prepare each independent cost estimate.

6.8 Onsite Start-up and Commissioning Support

Consultant will provide the City with onsite start-up and commissioning assistance services on an as-requested basis. For budgeting purposes, Consultant assumes it will attend 10 site visits in person to

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observe start-up and commissioning activities for major process equipment. It is assumed an average time of 10 hours are required to perform each site visit. It is assumed that review of all start-up and commissioning submittals will be part of Task 6.4 - Submittals.

Information and/or Services Provided by City for Task 6.0:

- Construction meeting minutes.
- Forwarding of construction related documents for review (RFIs, submittals, change orders, etc.).
- Redline markups of changes made on the design drawings during the construction period.

Consultant Deliverables for Task 6.0:

- Progress letter reports with each invoice.
- Attendance/teleconference and input at the construction meetings.
- Preliminary punch-list.
- RFI responses.
- Submittal review comments.
- Design clarifications.
- Change order requests review comments.

Task 7.0 – Project Closeout

7.1 Record Drawings

Consultant will prepare record drawings using Consultant's standard format to include changes made during the construction period after contract closeout. It is assumed that the Contractor will maintain a current, single set of marked-up drawings detailing field changes and clarifications and these markups will be vetted and approved by the Construction Manager prior to submission to the Consultant. Consultant will not be responsible for field measuring as-built conditions and will rely solely on the information provided by the Contractor as the basis for preparing the record drawings. Record drawings will be prepared using Consultant's standard format and will be provided to the City in AutoCAD and PDF formats.

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

- Redline markups of changes made on the design drawings during the construction period.

Consultant Deliverables for Task 7.1:

- Record drawings in AutoCAD and PDF format.

7.2 Lessons Learned Summary

Consultant will assist the City with preparing a presentation for City staff on major lessons learned during the project. Two Consultant team members will attend the 1-hour long virtual lessons learned meeting.

Consultant Deliverables for Task 7.2:

- Presentation material for the lessons learned meeting.

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7.3 3D Record Drawings (Optional)

Consultant shall conduct a LiDAR survey to capture the interiors of the existing Digester Building and generate a 3-dimensional (3D) model of the building, with modeling provided in Revit 2022 and assigned piping systems and materials per Carollo standards. The model will include structural, mechanical equipment and piping, HVAC, electrical boxes, and large diameter conduits and exclude loose or temporary objects. Topography is excluded.

Information and/or Services Provided by City for Task 7.3:

- City staff will assist by providing access and clearing the space for the scanning effort.

Consultant Deliverables for Task 7.3:

- 3D model of the Digester Building.

Task 8.0 - As-Directed Services

Consultant shall provide as-directed services to the City. A budget allowance of $150,000 has been included. Any use of As-Directed Services budget allowance shall require written authorization from the City that includes scope of as-directed services and an agreed upon not-to-exceed limit.

Budget and Schedule:

Table 1 presents the labor and budget estimates for this project. The budget was based on receiving a Notice to Proceed (NTP) in September 2025. The billing rates are based on the Fee Schedule in Exhibit A of our On-Call Engineering Services Agreement and are subject to annual increases of 5 percent with the first increase in July 2026.

Consultant shall complete the project based on the following schedule:

- Task 2 – 3 months from Notice to Proceed.
- Task 3 – Will be completed concurrently with Task 4. Note, Carollo is not responsible for the agency review times.
- Task 4.1 – 3 months from Notice to Proceed.
- Task 4.2 – 10 months from completion of Task 4.1.
- Task 5 – As-needed during the two-month bid period. Conformed Documents provided within 1 month of bid opening date.
- Task 6 – As-needed during the 20-month construction period. Assumed to start within 4 months of completion of Task 4.2.
- Task 7 – 3 months from date of construction final completion.

Assumptions:

The following assumptions were used in developing the Scope of Services:

- Consultant shall perform the services required hereunder in accordance with the prevailing standard of care by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of California.
- City staff will provide Consultant access to the project site to perform field assessments of the facilities.

- City will provide electronic copies of requested information from Consultant within two weeks of each request.
- Permitting support for the Bay Area Air District does not include any risk assessment modeling. If this is required, it can be added by a contract amendment.
- City will be responsible for acquiring all permits not specifically listed in Task 3.0 and CEQA approval when necessary for construction of this project. This includes paying for all permit application fees.
- Underground utility survey of the project area is not included in this scope.
- Hazardous material survey of the project elements to be demolished is not included in this scope.
- Any additions to the preliminary project scope elements in Task 4.2 would be provided by the Consultant with a contract amendment.
- Final design scope does not include any improvements to bring the Digester Building into compliance with current NFPA 820 standards. This can be provided by the Consultant with a contract amendment after the basis of design has been completed.
- City will require a maximum of fourteen calendar days to review the 50%, 90%, and 100% design submittals and provide one collated set of review comments for each deliverable submittal to the Consultant.
- City will be responsible for managing the bidding phase of the project, including advertisement, distribution of bid documents and addenda to potential bidders, and conducting the pre-bid meeting.
- The scope and budget for the engineering services during construction and project closeout tasks should be considered an allowance and be updated at the completion of final design.
- Construction management and inspection services for this project are not included in this Scope of Services. This service can be provided by the Consultant under a separate Agreement.

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EXHIBIT B
FEE SCHEDULE

The Contractor shall be compensated for the services identified in Exhibits A to this Agreement as follows:

A. The maximum the Contractor shall be paid on this Agreement is $1,783,054 hereafter the Not to Exceed amount. The Not to Exceed amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work not identified in Exhibit A.

B. Standard Reimbursable Items: Only the reimbursable items identified shall be compensated to the Contractor. Reimbursable expenses will be reimbursed without markup. Reimbursable expenses shall not exceed the amount set forth in section 1.A of this Exhibit and a copy of the original invoice for the items listed in sections 1, 2 or 3 below shall be attached to the invoice submitted to the City for reimbursement. Payments shall be based upon work documents submitted by the Contractor to the City and accepted by the City as being satisfactory to City's needs. Additionally, items such as a telephone, fax, postage or freight are already included in the billable hourly rate. Contractor shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary, and actually incurred, by the Contractor in connection with the services:

1. Expenses, fees or charges for printing, reproduction, or binding of documents at actual costs with no markup added to the actual cost.

2. Any filing fees, permit fees, or other fees paid or advanced by the Contractor at actual costs with no markup added to the actual cost.

3. Travel expenses shall be reimbursed at actual costs with no markup added to the actual cost.

C. The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the Not to Exceed amount is reached. Thereafter, Contractor must complete services based on the Agreement without additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.

D. If work is completed before the Not to Exceed amount is reached, the Contractor's compensation will be based on the Contractor's invoices

Docusign Envelope ID: E45EE45C-6204-40C2-BDC0-77D60084881A

previously submitted for acceptable work performed and approved.

1. Pricing

Year 1	FY 2025-26	$ 501,474
Year 2	FY 2026-27	$ 616,895
Year 3	FY 2027-28	$ 379,097
Year 4	FY 2028-29	$ 285,588
Total Contract Amount		$ 1,783,054

2.Terms of Payments. Replace with agreed upon terms of payment (example net 30, invoiced weekly etc.)

3.Invoices. Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit C. Invoices shall be submitted to the below address:

City of Livermore
Engineering Division
Attention: Li-Teck Lau
1052 South Livermore Avenue
Livermore, CA 94550
llau@livermoreca.gov

EXHIBIT A

Table 1 - Design Fee Estimate (August 6, 2025)
City of Livermore
WRP Digester Heating Loop Project

Tasks		Carollo Labor												
Task Number	Task Description	SP Principal-in-Charge Rick Chan	PP Project Manager Kyle Leonard	PP Design Manager Darrell Buhman	SP QA/QC	Senior Professional	Lead Project Professional	Project Professional	Professional	ST CAD Techician	SPS Project Services	DP Document Processing	LiDAR Technician	Total Hours
		$378	$324	$324	$378	$378	$350	$324	$264	$239	$205	$166	$192	
1.0	Project Management	16	64	0	0	0	0	0	0	0	64	0	0	144
1.1	Project Management	16	64	0	0	0	0	0	0	0	64	0	0	144
2.0	3D Model of Digester Building	0	0	4	0	0	0	0	8	0	0	0	316	328
2.1	Digester Building LiDAR and 3D Model	0	0	4	0	0	0	0	8	0	0	0	316	328
3.0	Permitting Support	2	6	24	0	0	0	0	40	12	0	4	0	88
3.1	Permitting Support	2	6	24	0	0	0	0	40	12	0	4	0	88
4.0	Design	46	128	474	55	202	112	95	574	569	0	65	0	2,320
4.1	Basis of Design	8	33	133	17	17	17	0	100	0	0	8	0	333
4.2	Final Design	38	95	341	38	185	95	95	474	569	0	57	0	1,987
5.0	Bid Period Services	2	8	56	9	12	12	12	57	76	0	7	0	251
5.1	Bid Period Support	2	5	19	2	5	5	5	27	32	0	3	0	105
5.2	Conformed Drawings	0	3	37	7	7	7	7	30	44	0	4	0	146
6.0	Engineering Services During Construction	39	282	450	16	122	48	82	463	0	92	0	0	1,594
6.1	Project Management	23	92	0	0	0	0	0	0	0	92	0	0	207
6.2	Construction Meetings	0	78	157	0	20	0	20	118	0	0	0	0	393
6.3	Requests for Information	2	12	36	2	12	6	6	43	0	0	0	0	119
6.4	Submittals	14	72	216	14	72	36	36	259	0	0	0	0	719
6.5	Site Observations	0	4	0	0	4	4	8	0	0	0	0	0	20
6.6	Design Clarifications	0	2	6	0	2	1	1	7	0	0	0	0	19
6.7	Change Order Requests	0	2	5	0	2	1	1	6	0	0	0	0	17
6.8	Onsite Start-up and Commissioning Support	0	20	30	0	10	0	10	30	0	0	0	0	100
7.0	Project Closeout (Without Optional Services)	0	9	26	11	5	5	5	22	142	0	0	0	225
7.1	Record Drawings	0	5	22	11	5	5	5	22	142	0	0	0	217
7.2	Lessons Learned Summary	0	4	4	0	0	0	0	0	0	0	0	0	8
7.3	*3D Record Drawings*	*0*	*0*	*4*	*0*	*0*	*0*	*0*	*8*	*0*	*0*	*0*	*316*	*328*
8.0	As-Directed Services	0	0	0	0	0	0	0	0	0	0	0	0	0
8.1	As-Directed Services	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total without Optional Services	105	497	1,034	91	341	177	194	1,164	799	156	76	316	4,950
	Total with Optional Services	105	497	1,038	91	341	177	194	1,172	799	156	76	632	5,278

EXHIBIT A

Table 1 - Design Fee Estimate (August 6, 20
City of Livermore
WRP Digester Heating Loop Project

Tasks		Carollo Labor				Subconsultants				Other Direct Costs					Total
Task Number	Task Description	Total Labor Costs	Midpoint of Task	Labor Escalation	Total Escalated Labor Costs	Air Permitting Mizutani	Subtotal	10% Markup	Total	Travel	Equipment	Printing	Budget Allowance	Other Direct Costs Total	Total Fee
1.0	Project Management	$ 39,904		$ 748	$ 40,652	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 40,652
1.1	Project Management	$ 39,904	2026	$ 748	$ 40,652	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 40,652
2.0	3D Model of Digester Building	$ 64,080		$ -	$ 64,080	$ -	$ -	$ -	$ -	$ 3,300	$ 1,650	$ -	$ -	$ 4,950	$ 69,030
2.1	Digester Building LiDAR and 3D Model	$ 64,080	2025	$ -	$ 64,080	$ -	$ -	$ -	$ -	$ 3,300	$ 1,650	$ -	$ -	$ 4,950	$ 69,030
3.0	Permitting Support	$ 24,568		$ -	$ 24,568	$ 20,900	$ 20,900	$ 2,090	$ 22,990	$ -	$ -	$ -	$ -	$ -	$ 47,558
3.1	Permitting Support	$ 24,568	2026	$ -	$ 24,568	$ 20,900	$ 20,900	$ 2,090	$ 22,990	$ -	$ -	$ -	$ -	$ -	$ 47,558
4.0	Design	$ 677,879		$ 8,618	$ 686,497	$ -	$ -	$ -	$ -	$ 9,624	$ -	$ 3,000	$ -	$ 12,624	$ 699,121
4.1	Basis of Design	$ 103,338	2026	$ -	$ 103,338	$ -	$ -	$ -	$ -	$ 3,312	$ -	$ -	$ -	$ 3,312	$ 106,650
4.2	Final Design	$ 574,541	2026	$ 8,618	$ 583,159	$ -	$ -	$ -	$ -	$ 6,312	$ -	$ 3,000	$ -	$ 9,312	$ 592,471
5.0	Bid Period Services	$ 71,892		$ 3,595	$ 75,487	$ -	$ -	$ -	$ -	$ 156	$ -	$ -	$ -	$ 156	$ 75,643
5.1	Bid Period Support	$ 29,822	2026	$ 1,491	$ 31,313	$ -	$ -	$ -	$ -	$ 156	$ -	$ -	$ -	$ 156	$ 31,469
5.2	Conformed Drawings	$ 42,070	2026	$ 2,104	$ 44,174	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 44,174
6.0	Engineering Services During Construction	$ 488,534		$ 50,019	$ 538,553	$ -	$ -	$ -	$ -	$ 18,276	$ -	$ -	$ -	$ 18,276	$ 556,829
6.1	Project Management	$ 57,362	2027	$ 6,050	$ 63,412	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 63,412
6.2	Construction Meetings	$ 121,332	2027	$ 11,847	$ 133,179	$ -	$ -	$ -	$ -	$ 10,716	$ -	$ -	$ -	$ 10,716	$ 143,895
6.3	Requests for Information	$ 36,996	2027	$ 3,612	$ 40,608	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 40,608
6.4	Submittals	$ 223,752	2027	$ 21,848	$ 245,600	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 245,600
6.5	Site Observations	$ 6,800	2027	$ 664	$ 7,464	$ -	$ -	$ -	$ -	$ 780	$ -	$ -	$ -	$ 780	$ 8,244
6.6	Design Clarifications	$ 5,870	2027	$ 573	$ 6,443	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,443
6.7	Change Order Requests	$ 5,282	2027	$ 516	$ 5,798	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,798
6.8	Onsite Start-up and Commissioning Support	$ 31,140	2028	$ 4,908	$ 36,048	$ -	$ -	$ -	$ -	$ 6,780	$ -	$ -	$ -	$ 6,780	$ 42,828
7.0	Project Closeout (Without Optional Services)	$ 60,504		$ 9,537	$ 70,041	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 70,041
7.1	Record Drawings	$ 57,912	2028	$ 9,128	$ 67,040	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 67,040
7.2	Lessons Learned Summary	$ 2,592	2028	$ 409	$ 3,001	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,001
7.3	*3D Record Drawings*	*$ 64,080*	*2028*	*$ 10,101*	*$ 74,181*		*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 74,181*
8.0	As-Directed Services	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 150,000	$ 150,000	$ 150,000
8.1	As-Directed Services	$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 150,000	$ 150,000	$ 150,000
	Total without Optional Services	$ 1,427,361		$ 72,517	$ 1,499,878	$ 20,900	$ 20,900	$ 2,090	$ 22,990	$ 31,356	$ 1,650	$ 3,000	$ 150,000	$ 186,006	$ 1,708,874
	Total with Optional Services	$ 1,491,441		$ 82,617	$ 1,574,058	$ 20,900	$ 20,900	$ 2,090	$ 22,990	$ 31,356	$ 1,650	$ 3,000	$ 150,000	$ 186,006	$ 1,783,054

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EXHIBIT C

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:
   $5,000,000 per occurrence/**$10,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
   $2,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
   Statutory limits as required by the State of California including **$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability".
4. Professional Liability/Errors and Omissions:
   $5,000,000 per claim. Consultant/Contractor warrants that any retroactive date under this policy shall precede the effective date of this contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.

Deductibles and Self-Insured Retention

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

Acceptability of Insurers

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

Other Insurance Provisions

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

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

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

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

Verification of Coverage

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

LIVERMORE
CALIFORNIA

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

DATE: October 13, 2025

TO: Honorable Mayor and City Council

FROM: Jeramy Young, Police Chief

SUBJECT: Resolution authorizing the execution of a maintenance and support agreement with Sun Ridge Systems, Inc. to provide software support and services for the public safety computer-aided dispatch/records management/report writing software and related systems in an amount not-to-exceed $395,003 through October 31, 2028.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to sign an agreement with Sun Ridge Systems, Inc. to provide continued software support for the City's Public Safety Computer Aided Dispatch/Records Management/Report Writing Software and related systems in an amount not-to-exceed $395,003 through October 31, 2028, in accordance with Livermore Municipal Code 2.68.060.

DECISION TYPE

Administrative

SUMMARY

On June 8, 2015, the City Council approved a resolution authorizing the City Manager to enter into a purchasing agreement with Sun Ridge Systems, Inc. to acquire a new Public Safety Computer Aided Dispatch (CAD) and Records Management System (RMS) and related systems. The latest CAD RMS system was successfully implemented in February 2016, and included a warranty and maintenance period that expired on February 10, 2019. The original continuing maintenance agreement was implemented when the warranty maintenance agreement expired and has been renewed every three years since. The proposed new Sun Ridge Systems, Inc. maintenance agreement will maintain support for the City's CAD RMS system for an additional three years up to October 31, 2028.

DISCUSSION

The City Council adopted a resolution authorizing the City Manager on June 8, 2015, to enter into a purchase agreement with Sun Ridge Systems, Inc. to provide the Police Department with a fully

integrated CAD, RMS, Report Writing, Mobile Field Reporting, Training Management System, Property Module, and additional interfaces to local, state and federal systems. In February 2016, the system was put into full operation. The second multi-year maintenance agreement is expiring, and the new agreement will cover software and support services through an additional three years to October 31, 2028, at a fixed rate of $124,074 for year one, $131,519 for year two, and $139,410 for year three. The total three-year agreement shall not exceed $395,003.

FISCAL AND ADMINISTRATIVE IMPACTS

Funding for the Sun Ridge Systems, Inc. software and support services agreement is appropriated in the Police Department's approved FY 2025-27 budget. The remaining necessary funds will be included in the Police Department's FY 2027-28 and FY 2028-29 General Fund budget for Police Information Technology. The total cost for Sun Ridge Solutions' maintenance services agreement is $395,003 for the three-year period.

COMMUNITY PILLAR

1: A Safe Community That Thrives

GOAL

2: Provide proactive and effective public safety and crime prevention through direct enforcement, education, and partnerships

ATTACHMENTS

1. Resolution
2. Exhibit A - Agreement

Prepared by: Deirdre Ramsey
Business Manager

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF A MAINTENANCE & SUPPORT AGREEMENT WITH SUN RIDGE SYSTEMS, INC. TO PROVIDE SOFTWARE SUPPORT AND SERVICES FOR THE PUBLIC SAFETY COMPUTER-AIDED DISPATCH/RECORDS MANAGEMENT/REPORT WRITING SOFTWARE AND RELATED SYSTEMS IN AN AMOUNT OF $395,003 THROUGH OCTOBER 31, 2028

On June 8, 2015, the City Council approved a resolution authorizing the City Manager to enter into a purchasing agreement with Sun Ridge Systems, Inc. to acquire a new Public Safety Computer Aided Dispatch (CAD) and Records Management System (RMS) and related public safety software systems. The new CAD RMS system was successfully implemented in February 2016 and included a warranty and maintenance period that expired on February 1, 2019, with additional maintenance contracts that expire on October 31, 2025.

The proposed Sun Ridge Systems Software Support Services Agreement will cover three years, extending the maintenance period to October 31, 2028, to ensure ongoing maintenance and support for the City's public safety software.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that it hereby authorizes the City Manager, or her designee, to execute an agreement with Sun Ridge Systems, Inc., for continued software maintenance and support for the Public Safety Computer Aided Dispatch and Records Management software and related public safety software systems in the amount of $395,003.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 13, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Daniel R. Gonzales
Daniel R. Gonzales
Deputy City Attorney

Exhibit A - Sun Ridge Systems, Inc. Agreement

Docusign Envelope ID: 79B93089-0CC9-444E-9D44-0D7865B56631

Sun Ridge Systems Software Support Services Agreement

This is a description of the software support, maintenance, and enhancement services to be provided by Sun Ridge Systems, Inc. ("SRS") to the City of Livermore, a municipal corporation ("Licensee") as part of a Software Support Services Agreement ("Agreement"). This Agreement covers all RIMS public safety software (Software) licensed by the Licensee and is effective on November 1, 2025 ("Effective Date").

Under this agreement SRS agrees to provide the following services and products to Licensee:

1. **Coverage Hours.** SRS will provide a toll-free phone number for Licensee to call whenever a covered problem occurs. *Normal service hours will be Monday-Friday, 8AM-5PM PST, with the exception of New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day ("common holidays").* However, for instances where the Licensee's system is completely inoperable due to an SRS software problem ("critical problems") preventing basic system operation, service will be available 24 hours, 7 days a week, common holidays included.

2. **SRS Response to reported problems**. SRS agrees to provide service and assistance as expeditiously as possible as follows:

   a. Most problems will be resolved with the initial phone call.

   b. For problems that cannot be immediately resolved, SRS will work to resolve the problem based on the severity of the problem *and* the urgency reported by Licensee.

      - For critical problems, SRS personnel will work with Licensee until the situation is resolved.

      - For problems that are not critical problems that have a lesser though continuing impact on operations of Licensee ("non-critical problems"), SRS will endeavor to provide a solution or work around within 72 hours of the problem being reported to SRS by the Licensee.

      - For problems that are not critical problems and are not non-critical problems ("minor problems") SRS may, at its discretion, either issue a near term "fix release" of the product or include the fix in the next scheduled product update.

3. **Licensee equipment and software responsibilities.** Licensee agrees to allow SRS to remotely connect to Licensee's system when a problem is reported. SRS uses BeyondTrust (formerly Bomgar) remote access software for secure installation and follow-on support services. BeyondTrust software provides superior security and does so over an ordinary internet connection via an SRS server that hosts a BeyondTrust security hardware device.

   SRS will use this line only with Licensee's permission. SRS will use this link to examine data files, investigate reported problems and provide updates and corrections when necessary.

Docusign Envelope ID: 79B93089-0CC9-444E-9D44-0D7865B56631

4. **Provision of software updates.** SRS will provide at no additional cost all new enhanced and updated versions of software licensed to Licensee. This software will be provided with detailed installation instructions for installation by Licensee. If desired, Licensee may retain SRS to perform any installation at additional cost to be determined on a per case basis. Updates are distributed via download from the SRS ftp web site. SRS will not be obligated to provide service for release versions that are more than two annual release versions older than the current release.

5. **Cost.** The total cost of the services and software to be provided under this Agreement are as follows:

   Three-Year Support Rate – Reference Attachment A

   November 1, 2025 – October 31, 2026: $124,074
   November 1, 2026 – October 31, 2027: $131,519
   November 1, 2027 – October 31, 2028: $139,410

   Total for 3-Years $395,003

6. **Late Payment.** In addition to any other amounts for which Licensee is liable under this Agreement, Licensee agrees to pay to SRS a late charge equal to one percent (1%) of the amount due if Licensee fails to pay SRS any amount that is due and owing pursuant to this Agreement within sixty (60) days after Licensee's receipt of an invoice from SRS or (60) days after the expiration of the previous Agreement, whichever comes later. In addition, any invoiced amounts that are due and owing under this Agreement which Licensee fails to pay to SRS within ninety (90) days after Licensee's receipt of an invoice from SRS shall thereafter bear interest at the rate of twelve percent (12%) per annum or the highest interest rate allowed by applicable law, whichever is less.

7. **Term**. The term of this Agreement shall be one year from the date stated in the initial paragraph and shall be automatically annually renewed for another year upon payment of invoice. Payment for the year is due in advance the day the services begin. Non-payment of the support invoice within 60 days as described in Section 6 shall be cause for terminating or suspending the Agreement at the discretion of SRS.

8. **Termination.** Licensee may terminate this Agreement with or without cause upon ninety (90) days written notice to SRS. If terminated, Licensee is entitled to a prorated refund for the service days not consumed beginning on the last day of the month the written notice is received by SRS to the end of the remaining term of the Agreement.

9. **Limitations**. SRS agrees to provide support only for public safety application software provided by SRS. Other software used by Licensee (word processing, spreadsheet, etc.) is not included in this Agreement. PC and network operating system software and Microsoft SQL Server database system software is similarly not included, although SRS may assist Licensee in isolating problems to this software. Also specifically excluded is responsibility for administration, support, or maintenance of your server, computer network, operating systems, or database (Microsoft SQL Server).

   Licensee may request that SRS provide support services outside the limitations of this Support Services Agreement. If SRS agrees to provide any requested additional support services, which SRS may do or decline to do in its sole discretion, such support services will be provided at SRS's then-current rate and on such other terms and conditions as SRS may require.

Docusign Envelope ID: 79B93089-0CC9-444E-9D44-0D7865B56631

This Agreement does not include equipment maintenance or assistance in diagnosing hardware problems including but not limited to PCs, printers, network, scanners, and other computer peripheral devices with the exception that SRS will assist Licensee in determining whether a problem is RIMS application software in nature.

10. **Indemnity and Insurance.**

a. Sun Ridge agrees to indemnify, defend, and hold harmless the City and its officers, directors, shareholders, employees, and agents (the "City Indemnified Parties") from any and all claims, demands, liabilities, and costs, including attorney's fees ("Claims"), arising out of or relating to (i) any actual infringement of a third-party's intellectual property rights or (ii) the negligence or willful misconduct of any employee or agent of Sun Ridge occurring during or as a result of Sun Ridge's performance of its obligations hereunder, provided that Sun Ridge shall have no indemnity or other obligations to the City hereunder to the extent any such Claims arise from or are the result of the negligence or other fault of the City or its employees, agents or other contractors nor shall the foregoing indemnity and hold harmless obligations of Sun Ridge extend to or cover any Claims arising from or relating to claims of defects or errors in the Software or the City's use or inability to use the Software. The City shall promptly notify Sun Ridge of any claim of infringement or misappropriation for which Sun Ridge is alleged to be responsible and shall cooperate with Sun Ridge to facilitate the defense or settlement of such claim. This indemnity obligation shall survive the expiration, cancellation, or termination of this Agreement. Notwithstanding the foregoing, the City expressly waives, releases, and agrees that neither Sun Ridge nor Sun Ridge's officers, directors, shareholders, employees, agents, and affiliates shall have any liability for any individual's or entity's lost business, direct damages, incidental or consequential damages, or any other Claims arising out of or related to the use or implementation of the Software.

b. During the term of this Agreement, Sun Ridge shall comply with the following insurance requirements:

i. **Workers' Compensation**. Sun Ridge shall fully comply with the terms of the law of California concerning workers' compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Sun Ridge may have for workers' compensation. Said policy shall also include employer's liability coverage of S1,000,000 per accident for bodily injury or disease.

ii. **General Liability Insurance.** Sun Ridge shall obtain at its sole cost and keep in full force and effect 'during the term of this Agreement commercial general liability insurance in the amount of S1,000,000 per occurrence for bodily injury, and property damage personal injury: coverage includes products and completed operations. Said insurance shall provide (1) that the City, its officers, and employees shall be included as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and noncontributory.

iii. **Automobile Liability Insurance.** Sun Ridge shall obtain at its sole cost and keep in full force and effect during the term of this Agreement business automobile liability insurance in the amount of S1,000,000 combined single limit per occurrence for bodily injury and property damage. Said insurance shall provide (2) that the policy shall operate as primary insurance, and non-contributory.

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iv. **Certificates of Insurance.** Sun Ridge shall file with City upon the execution of this Agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this agreement, without thirty (30) days written notice to the City prior to the effective date of such cancellation or change in coverage.

All terms, conditions, and limitations set forth in the *Sun Ridge Systems Software License Agreement* are incorporated herein by this reference and shall be fully applicable to the products and services provided under this Agreement.

For:	Sun Ridge Systems, Inc.	For:	City of Livermore
Name:	Carol Gomes Jackson	Name:	Marianna A. Burch
Signed:	Signed by: Carol Gomes Jackson 409E696C72B14A6...	Signed:	
Title:	President	Title:	City Manager
Date:	8/28/2025 | 11:31 AM PDT	Date:	

APPROVED AS TO FORM:

Signed by: Daniel Gonzales 12B5892BAF3C471...

Daniel Gonzales
Deputy City Attorney

APPROVED AS TO INSURANCE:

Signed by: Amber Hatfield 12BC7F4D88224F6...

Amber Hatfield
Risk Management Analyst

*Includes Attachment A – Line-Item Pricing Detail

Docusign Envelope ID: 79B93089-0CC9-444E-9D44-0D7865B56631

Sun Ridge Systems, Inc.

To: Deirdre Ramsey, Livermore Police Department

From: Tamera Melrose

Subject: Quotation for RIMS- Annual Support and Update Fees

Date: July 25, 2025

The following is a quotation for three years of RIMS Annual Support and Update fees for the period of November 1, 2025, to October 31, 2028.

Item	FY 25-26	FY 26-27	FY 27-28
RIMS Annual Support and Updates – Computer Aided Dispatch (CAD)	$33,938	$35,974	$38,133
RIMS Annual Support and Updates – Records Management Software (RMS)	$34,073	$36,117	$38,284
RIMS Annual Support and Updates – Mobile Software	$20,111	$21,319	$22,597
RIMS Annual Support and Updates – E-911 Software	$2,515	$2,665	$2,825
RIMS Annual Support and Updates – State Link Software	$2,515	$2,665	$2,825
RIMS Annual Support and Updates – In-Station (CAD) Mapping	$8,798	$9,326	$9,885
RIMS Annual Support and Updates – Mobile Mapping Software	$2,514	$2,665	$2,825
RIMS Annual Support and Updates – Property Management Software	$5,029	$5,330	$5,650
RIMS Annual Support and Updates – RIMS2Text Paging Software	$1,257	$1,333	$1,413
RIMS Annual Support and Updates – CopLogic Link Software	$1,257	$1,333	$1,413
RIMS Annual Support and Updates – Citizen RIMS Public Access Software	$2,514	$2,665	$2,825
RIMS Annual Support and Updates – Auto Cite Link for Crossroads Software	$1,006	$1,066	$1,130
RIMS Annual Support and Updates – Collaborate Data Sharing Software	$1,257	$1,333	$1,413
RIMS Annual Support and Updates – iRIMS iOS/Android App Software	$2,514	$2,665	$2,825
RIMS Annual Support and Updates – Training Management Software (TIMS)	$1,257	$1,333	$1,413
RIMS Annual Support and Updates – Accurint Link Software	$2,514	$2,665	$2,825
RIMS Annual Support and Updates – Crossroads Accident Import Software	$377	$400	$424
RIMS Annual Support and Updates – Body Camera Link to AXON Software	$628	$665	$705
	$124,074	**$131,519**	**$139,410**

Total = $395,003

This support quote is only for the listed modules, if additional software or interfaces are added or modified it may impact the support amount quoted. If you have any further questions, please call me at 1-800-474-2565 x5.

LIVERMORE
CALIFORNIA

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

DATE: October 13, 2025

TO: Honorable Mayor and City Council

FROM: Jeramy Young, Police Chief

SUBJECT: Resolution authorizing execution of an agreement with National Trench Safety, Inc. for traffic control services at the San Francisco Premium Outlets and other sites as needed throughout the city, in an amount not-to-exceed $1,700,000, from November 1, 2025, through October 31, 2030.

RECOMMENDED ACTION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute an agreement with National Trench Safety, Inc. for traffic control services at the San Francisco Premium Outlets and other sites as needed throughout the city, in an amount not-to-exceed $1,700,000, from November 1, 2025, through October 31, 2030.

DECISION TYPE

Administrative

SUMMARY

With the expansion of the shopping and dining opportunities at and around the San Francisco Premium Outlets, the need for traffic control services to protect pedestrians and allow for a smooth traffic flow has increased. The City currently contracts for traffic control at three intersections at the outlets. The contract is meant to provide services on an on-call basis and allow flexibility to meet the needs of other locations, if necessary, in the City. The current contract is due to expire on October 31, 2025.

DISCUSSION

The number of customers visiting the San Francisco Premium Outlets continues to be significant during the holidays. During the Thanksgiving holiday shopping weekend (Black Friday), approximately 115,000 vehicles entered the outlet property. Additionally, three-day holiday shopping weekends such as Memorial Day, Labor Day, and weekends between Thanksgiving and Christmas have increased vehicle traffic flow into the outlets.

In addition to the large number of customers visiting the outlets, four smaller retail developments (Republic Square, The Shops, Pacific Pearl, and Fallon Gateway) operate within close proximity during the same high-volume shopping periods. The increased business activity in the vicinity of the outlets, coupled with Republic Square and The Shops, has created a regional draw to the area, creating a necessity for increased traffic and pedestrian management.

Due to the volume of shoppers visiting the area, vehicle traffic often becomes gridlocked during holiday periods. Vehicle traffic backs up into Pleasanton and Dublin and causes congestion on the I-580 freeway and all roadways leading towards the San Francisco Premium Outlets. Traffic management can reduce the negative impacts of vehicle congestion and increase the safety of pedestrians coming/going from adjacent shopping centers, parking lots, and rideshare drop-offs.

In 2017, an RFP was sent out to 6 Bay Area and Central Valley traffic control companies. TPR Traffic Solutions (now National Trench Safety, Inc.) was the only respondent. The remaining companies declined to respond based on the City's requirement to implement temporary traffic control while the signal at the intersection is still fully operational. The other companies would only control traffic if the signal was set to flash. Setting the lights to flash mode did not mitigate the issues. It caused an exponential increase in traffic congestion on the roadways, further delays in the surrounding area, and additional congestion in the turn pockets. The City then entered into a contract with TPR Traffic Solutions (now National Trench Safety, Inc.), which expired in 2021. The City's Purchasing Section inquired with the professional purchasing community of California Association for Public Procurement Officials to determine if other agencies could provide resources for the City's particular needs. No other agencies could provide a company that could meet the requirements. The same process was followed again in August 2025, which yielded the same results.

In light of this fact, the City will rely upon section 2.68.370 (B) 2 (as below) of the City's Contracts and Purchasing Ordinance to eliminate the RFP requirement for this contract.

Contracts and Purchasing Ordinance Section 2.68.370(B) 2
2. Where it is determined that supplies and equipment are unique or available only from one source, so that the quotation procedure required by this section would be meaningless. The basis upon which this determination is made shall be in writing.

FISCAL AND ADMINISTRATIVE IMPACTS

The total contract amount is not-to-exceed $1,700,000 from November 1, 2025, through October 31, 2030. The FY 2025-27 approved Police Department budget has sufficient funding for the contract's first two years; therefore, no additional appropriation is necessary. Future years' costs will be included in the normal Police Department budget cycle. The City's current Public Safety Agreement with the San Francisco Premium Outlets, LLC, provides for an annual contribution of $307,077 for public safety services at the mall, and 53% of the City’s documented cost for traffic management services provided at the outlets for each event. This contract includes a 7.7% increase in hourly labor rates for years four and five.

COMMUNITY PILLAR

1: A Safe Community That Thrives

GOAL

2: Provide proactive and effective public safety and crime prevention through direct enforcement, education and partnerships

ATTACHMENTS

1. Resolution
2. Exhibit A - Agreement

Prepared by: Deirdre Ramsey
Business Manager

Approved by:

Marianna A. Burch
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 NATIONAL TRENCH SAFETY, INC. TO PROVIDE TRAFFIC CONTROL SERVICES AT THE SAN FRANCISCO PREMIUM OUTLETS AND OTHER SITES AS NEEDED IN AN AMOUNT NOT-TO-EXCEED $1,700,000, AND A TERM ENDING OCTOBER 31, 2030

With the expansion of the shopping and dining opportunities at and around the San Francisco Premium Outlets (the "Outlets"), the need for traffic control services to protect pedestrians and allow for a smooth traffic flow has increased. The City of Livermore currently contracts for traffic control at the Outlets and other locations throughout the City as needed. After exercising due diligence, National Trench Safety, Inc. was selected as a sole source vendor for the award of a services agreement for traffic control services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that it hereby authorizes the City Manager, or her designee, to execute an agreement with National Trench Safety, Inc., for continued traffic control services for the term of November 1, 2025, through October 31, 2030, in an amount not-to-exceed $1,700,000.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 13, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Daniel R. Gonzales
Daniel R. Gonzales
Deputy City Attorney

Exhibit A - National Trench Safety Agreement

Docusign Envelope ID: 79BC3AFE-6AE1-487A-A118-8C9715C49E57

25-0552

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this day of , 2025, by and between the City of Livermore ("City"), a municipal corporation, and National Trench Safety, Inc. ("Contractor"), a(n) California Corporation.

RECITALS

City requires services for on-call temporary traffic control management services for various projects and events.

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

2. Relationship of Parties – Independent Contractors.

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

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

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

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

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

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

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

(b) At all times faithfully, competently, and diligently perform the Services to the best of its ability, experience, and talent in a courteous manner commensurate with industry, trade, and community standards. Consultant shall follow the highest industry standards when performing the Services required hereunder and covenants that all goods, materials, and equipment will be both of good quality as well as fit for the purpose intended. For the purposes of this Agreement the phrase "highest industry standards" means those standards recognized by one or more first-class contractors performing similar Services under similar circumstances within City's region;

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

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

(e) Provide all facilities, goods, materials, and equipment that may be necessary for Contractor's personnel to provide the Services;

(f) Obtain and keep in effect during the term of this Agreement all necessary licenses, permits, qualifications, insurance, and approvals legally required and required by trade, craft, or classification for Contractor to provide the Services, including obtaining a business license from the City of Livermore, and keep them all in effect for the term of this Agreement;

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

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

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

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

(k) Keep and maintain invoices and records related to the Services in an organized manner. At a minimum, the records must be kept for at least three years from the date of City's final payment to 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 to take possession, then Contractor and City shall coordinate delivery of the invoices and records to City in the most efficient manner possible;

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

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

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

(o) Comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA, when providing the Services.

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5. Taxes, Fees and Assessments. Contractor is solely responsible for the payment of any taxes, fees, assessments, and other charges, including penalties and interest, that may be imposed by law and arise from or incurred by Contractor's performance of the Services. Contractor shall defend, indemnify, and hold harmless the Indemnified Parties defined in Section 20 below against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against Contractor. The indemnity in this Section 5 are in addition to and do not in any way limit Contractor's obligations in Section 20 below

6. Prevailing Wages.

(a) Contractor is aware of the requirements of Chapter 1 of Part 7 of Division 2 of the California Labor Code and applicable regulations (collectively "Prevailing Wage Laws") that require the payment of prevailing wage rates (§§ 1771, 1774, and 1775), employment of apprentices (§§ 1777.5 and 1775.6), certified payroll records (§ 1776), hours of labor (§§ 1813 and 1815), registration and debarment of contractors and subcontractors (§ 1777.1), and the performance of other requirements on public works and maintenance projects as defined the Prevailing Wage Laws.

(b) The prevailing wage rates for crafts, classifications, and types of workers are available online at http://www.dir.ca.gov/DLSR, and Contractor is responsible for determining whether the workers are entitled to the payment of prevailing wages and Contractor must pay no less than the specified rates to all entitled workers performing the Services. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half.

(c) Contractor shall ensure that all work for compensation is taken in compliance with the requirements of the Prevailing Wage Laws including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and prevailing wages.

(d) 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.

(e) Work on public works and maintenance projects as defined by the Prevailing Wage Laws is subject to compliance monitoring and enforcement by the California Department of Industrial Relations pursuant to California Labor Code section 1771.4. No contractor may be awarded a contract for public works and maintenance projects as defined by the Prevailing Wage Laws unless currently registered with the California Department of Industrial Relations pursuant to California Labor Code section 1725.5.

Docusign Envelope ID: 79BC3AFE-6AE1-487A-A118-8C9715C49E57

(f) Contractor agrees to indemnify, defend, and hold City harmless from any claim that prevailing wages should have been paid, and Contractor shall be liable for the payment of the same and penalties thereon. It is Contractor's responsibility to be familiar with the California Labor Code and the Prevailing Wages Laws, and failure or neglect of Contractor to understand the California Labor Code shall and Prevailing Wage Laws in no way relieve Contractor from any obligations thereunder or under this Agreement.

(g) Contractor acknowledges that failure to pay prevailing wages to an entitled worker performing the Services may result in the Contractor being ineligible to contract with City.

7. Familiarity with Services. Contractor represents that it: (i) has thoroughly investigated and considered the Services to be performed; (ii) has carefully considered how the Services should be performed; and, (iii) fully understands the facilities, difficulties, and restrictions associated with performing the Services. If Services involve work on City property, Contractor further represents that it has investigated the property and is fully acquainted with its condition. If Contractor discovers any latent or unknown conditions that materially affect performance of the Services, then Contractor shall immediately notify City of such discovery and shall not proceed with the Services except at Contractor's risk until Contractor receives written instructions from the Project Manager.

8. Service Warranties.

(a) Contractor warrants that it possesses all capital and other equipment, labor, goods, materials, supplies, and licenses necessary to carry out and complete the Services in compliance with any and all federal, state, county, and city laws, ordinances, and regulations.

(b) Contractor warrants, in addition to all warranties provided or implied by law or public policy, that all Services (including but not limited to all goods, materials, and equipment supplied by the Services) shall be free from defects in design and workmanship. During the term of this Agreement and for one year following its completion, expiration, or termination, Contractor agrees to replace or repair any Services (including but not limited to all goods, materials, and equipment supplied by the Services) that fail due to defects in material or workmanship, which replacement or repair shall be completed by Contractor within 30 days of notice of the failure by City.

9. Safety Provisions. Contractor shall conform to the rules and regulations pertaining to safety established by Occupational Safety & Health Administration (OSHA) and the California Division of Industrial Safety.

10. Preservation of City Property. Contractor shall provide, install, and utilize suitable safeguards, approved by City, to protect City property from injury or damage when providing the Services. If City property is injured or damaged as a result of Contractor's Services, then the Contractor shall, at its own cost and expense, replace or restore that property to a condition as good as when Contractor began providing the Services, which work shall be completed within a reasonable time. In all situations arising out of this Agreement, City and Contractor shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

Docusign Envelope ID: 79BC3AFE-6AE1-487A-A118-8C9715C49E57

11. Inspection. Contractor shall furnish City every reasonable opportunity for City to ascertain that the Services by Contractor are being performed in accordance with the requirements and intentions of this Agreement. All work performed and all goods, materials, and equipment provided shall be subject to City inspection and approval. City inspection of such work, goods, materials, and equipment shall not relieve Contractor of any of its obligations to fulfill the requirements in this Agreement.

12. Audit. In addition to the requirements in Section 4(k) above, Contractor shall maintain, in accordance with generally accepted accounting principles, complete and accurate records of all activities and operations relating to this Agreement. Records, including but not limited to, timecards, employment records, work progress reports, reimbursements, invoices, project records, proprietary data and information, as well as licensed software and any electronic records shall be kept for a period of three years after the date of final payment to Contractor. Contractor agrees that City, or its authorized representative, shall have the right to examine, audit, excerpt, copy, or transcribe any of Contractor's records pertaining to this Agreement at any time during normal business hours. Contractor shall reimburse City for all reasonable costs of the audit, including travel time and auditor costs, should such audit reveal an overcharge of five (5) percent or more. Any overcharge will be considered a breach of this Agreement and could result in cause for termination.

13. Term. The term of this Agreement commences on November 1, 2025, and terminates upon the completion of the Services or October 31, 2030, whichever occurs first.

14. 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 Contractor shall then assemble the work on the Services for delivery to City on the termination date. All compensation for Services performed prior to the termination date shall be payable to Contractor in accordance with and subject to Section 15.

15. Compensation and Payment.

(a) The total compensation payable by City to Contractor for the Services **SHALL NOT EXCEED** the sum of $1,700,000.00 ("not-to-exceed amount").

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

Docusign Envelope ID: 79BC3AFE-6AE1-487A-A118-8C9715C49E57

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

(d) 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.

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

16. Ownership.

(a) Contractor shall bear the risk of loss or damage to any goods, materials, or equipment associated with the Services until delivered to and accepted by City.

(b) 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.

(c) All goods, materials, and equipment purchased for or produced as a result of the Services, including all warranties therefore, are City's property and Contractor shall deliver them to City upon demand.

17. Intellectual Property, 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.

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

Docusign Envelope ID: 79BC3AFE-6AE1-487A-A118-8C9715C49E57

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

(a) Modification for Construction Contracts. To the extent this Agreement is a "construction contract" covered by California Civil Code section 2782, then Contractor'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 Contractor'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).

20. Insurance. Without limiting Contractor's indemnification of the Indemnified Parties, Contractor shall procure and maintain at its own expense during the term of this Agreement policies of insurance in the amounts and under the terms set forth in Exhibit C *Insurance Requirements* against claims and Liability that may arise from or in connection with this Agreement and performance of the Services. Upon reasonable written notice, 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.

21. Force Majeure; Service Delays. Should Contractor's performance of the Services be obstructed or delayed due to changes in the Services by City, by any default, act, or omission of City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain goods, materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then Contractor's time for performance may, at City's sole discretion, be extended for such periods as may be agreed upon by City and Contractor. Nothing in this section restricts City's authority in Section 14 to terminate this Agreement.

Docusign Envelope ID: 79BC3AFE-6AE1-487A-A118-8C9715C49E57

22. 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.

23. 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.

24. 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 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 twelve-month period prior to the execution of this Agreement, and that it shall not negotiate, offer or accept any contract for services from that party during the term of this Agreement.

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

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

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

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

Docusign Envelope ID: 79BC3AFE-6AE1-487A-A118-8C9715C49E57

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

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

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

31. No Subcontracting and No Assignment. Contractor's unique personal competence, experience, specialized personal knowledge, trade skills, and reputation were a substantial inducement to City for the award of this Agreement to Contractor, therefore no part of the Services may be assigned or subcontracted without City's prior written consent. For the purposes of this section, a change of fifty percent or more in the ownership or control of Contractor constitutes an assignment.

32. 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, Contractor must present a written claim to City in accordance with Livermore Municipal Code Chapter 3.40 *Claims Administration.*

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

Docusign Envelope ID: 79BC3AFE-6AE1-487A-A118-8C9715C49E57

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

35. Construction of Language.

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

(b) For the purposes of this Agreement, the terms "writing" and "written" includes electronic documents and communication via email, but not when those terms are used in Sections 14, 20, 31, and 35 through 38 for notices, consent, or modifications. For the notices, consent, and modifications in Sections 14, 20, 31, and 35 through 38 the terms "writing" and "written" means either a physically tangible document or an electronic document that satisfies the requirements in Livermore Municipal Code Section 2.64 Electronic Signatures

36. 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.

Docusign Envelope ID: 79BC3AFE-6AE1-487A-A118-8C9715C49E57

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

TO CITY: Attention: Deirdre Ramsey
Police Department
1110 South Livermore Avenue
Livermore, CA, 94550
dramsey@livermoreca.gov

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

TO CONTRACTOR: Attention: Elvis Aguilar
National Trench Safety, Inc
564 143rd Avenue
San Leandro, CA, 94578
United States
Email: ElvisAguilar@ntsafety.com

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

39. 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.

40. Survival. The terms, conditions, and obligations in Sections 2, 5, 6, 8, 11, 12, 16 through 19, 31, 32, 35, and 38 through 41 shall survive the completion or termination of this Agreement.

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

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

Docusign Envelope ID: 79BC3AFE-6AE1-487A-A118-8C9715C49E57

43. 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.

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Signatures and Exhibit List on the Next Page

Docusign Envelope ID: 79BC3AFE-6AE1-487A-A118-8C9715C49E57

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement, effective on the date set forth in the first paragraph of this Agreement, which is the date that this Agreement was signed on behalf of the City after it was signed by Contractor.

CONTRACTOR: **Dated:**

Signed by:
Dennis Corona
903F34CF861C424...

9/16/2025 | 6:53 AM PDT

Dennis Corona
District Manager

CITY OF LIVERMORE: **Dated:**

_____

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

Signed by:
Daniel Gonzales
12B5892BAF3C471...

Deputy/Assistant/Senior Assistant/City Attorney

APPROVED AS TO INSURANCE:

Signed by:
Amber Hatfield
12BC7F4D88224F6...

Risk Manager/Analyst

Exhibits:

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

Docusign Envelope ID: 79BC3AFE-6AE1-487A-A118-8C9715C49E57

NTS TRAFFIC SOLUTIONS

Ca. Contractors Lic# 787313 C31/ D42

Customer: City of Livermore PD
Sale Rep: Ben Tuitupou
Cell #: 510-846-3421
E-mail Bentuitupou@ntsafety.com

Traffic Control Equipment - 275988999	**Day**	**Week**	**Month**
Arrow Board	$ 99.00	$ 297.00	$ 891.00
Message Board (Mid-Size)	$ 225.00	$ 675.00	$ 2,025.00
Light Tower	$ 110.00	$ 440.00	$ 1,100.00

Cones & Delineators - 275998999	**Day**	**Week**	**Month**
28" Reflective Orange Cone	$ 0.99	$ 6.93	$ 27.72
Delineator w/Base	$ 0.99	$ 6.93	$ 27.72
6.0'-10' Cone Bar W/Y or B/O	$ 1.95	$ 13.65	$ 54.60
Cone Signs	$ 2.95	$ 20.65	$ 82.60

Barricades - 275998999	**Day**	**Week**	**Month**
T1 Barricade with EG stripes Plastic/Metal	$ 1.25	$ 8.75	$ 35.00
T3 Barricade with EG stripes Plastic/Metal	$ 4.00	$ 28.00	$ 112.00
Pedestrian Barricade 43" x 90" Metal	$ 4.00	$ 16.00	$ 40.00
Drum with EG Stripes	$ 1.35	$ 9.45	$ 37.80

Signs - 285998999	**Day**	**Week**	**Month**
Aluminum Signs EG All Sizes - 285	$ 2.95	$ 20.65	$ 82.60
Roll up Vinyl signs - 305	$ 2.95	$ 20.65	$ 82.60
Spring Signs Stands - 275	$ 1.85	$ 12.95	$ 51.80
18" Flag with Dowel - 275	$ 0.75	$ 5.25	$ 21.00

Lights - 275998999	**Day**	**Week**	**Month**
Barricade Light	$ 0.99	$ 6.93	$ 27.72
12" Beacon Light w/Spring Stand	$ 39.00	$ 117.00	$ 351.00

Water Filled / Crash / Array - 315998999	**Day**	**Week**	**Month**
6.0 ft. x 42 in. Gaur350 Water Filled Barrier	$ 4.90	$ 29.40	$ 117.60
Crash Attenuator (Sand Barrell)	$ 292.00	$ 292.00	$ 292.00
Crash Array AB350 5 Element TL-2	$ 156.20	$ 624.80	$ 1,562.00
Crash Array AB350 9 Element TL-3	$ 173.50	$ 694.00	$ 1,735.00
Crash Attenuator Truck		*** CALL FOR PRICING *****	

** Contractor responsible for water source and permits**

Traffic Control Plans	
Traffic Control Plan Stamp 24 x 36	$ 750.00 per sheet
Traffic Control Plan Non-Stamp 24 x 36	$ 500.00 per sheet
Traffic Control Plan Stamp 11 x 17	$ 700.00 per sheet
Traffic Control Plan Non-Stamp 11 x 17	$ 450.00 per sheet
Traffic Control Plan Revision	$ 175.00 per sheet
City Permit Fee	*** CALL FOR PRICING *****
City Permit Pull Fee - Special Price	*** CALL FOR PRICING *****
Delivery Or Pick up only - $125.00 p/hr one man one truck portal to portal	*** SAME DAY DELIVERY *****
Delivery Or Pick up only - $175.00 p/hr two men one truck portal to portal	*** SAME DAY DELIVERY *****

Traffic Control Labor Rates	**Standard**	**OT**	**Sun/Holiday**
On-Site Traffic Control - (1-Tech Hourly Rate)	$130	$195.00	$260
*** After completion of 2028 events, 7.7% Increase of Hourly Rate to $140 ***	$140	$210.00	$279

Maintained Closures, or setup and tear downs to be quoted on a per job basis,
and are based on site conditions, and city or agency requirements.

NTS Traffic Solutions

2733 Carrier Ave Commerce, Ca. 90040 Phone 866-537-1260	564 143rd Ave San Leandro, Ca. 94578 Phone 855-351-1114	200 N Sam Houston Pkwy E #200 Houston, TX 77060 Phone 832-200-0988

Docusign Envelope ID: 79BC3AFE-6AE1-487A-A118-8C9715C49E57

EXHIBIT B
FEE SCHEDULE

The Contractor shall be compensated for the services identified in Exhibits A to this Agreement as follows:

1. **Maximum Not to Exceed amount.**

   A. The maximum the Contractor shall be paid on this Agreement is $1,700,000.00 hereafter the Not to Exceed amount. The Not to Exceed amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work not identified in Exhibit A.

   B. The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the Not to Exceed amount is reached. Thereafter, Contractor must complete services based on the Agreement without additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.

   C. If work is completed before the Not to Exceed amount is reached, the Contractor's compensation will be based on the Contractor's invoices previously submitted for acceptable work performed and approved.

2. **Rates.** The Not-to-Exceed amount of this contract shall be $1,700,000.00 to be billed by the contractor on an as-needed basis, based on the rates in Exhibit A.

3. **Terms of Payments.** Net 30.

4. **Invoices.** Each invoice submitted shall identify the specific task(s) listed in Exhibit A. Invoices shall be submitted to the below address:

City of Livermore
Police Department
Attention: Deirdre Ramsey
1110 South Livermore Avenue
Livermore, CA 94550
dramsey@livermoreca.gov

Electronic invoices preferred, emailed to: lpdap@livermoreca.gov

Docusign Envelope ID: 79BC3AFE-6AE1-487A-A118-8C9715C49E57

EXHIBIT C

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

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

Docusign Envelope ID: 79BC3AFE-6AE1-487A-A118-8C9715C49E57

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

Verification of Coverage

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

LIVERMORE
CALIFORNIA

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

DATE: October 13, 2025

TO: Honorable Mayor and City Council

FROM: Carl Brown, Public Works Director

SUBJECT: Resolution awarding and authorizing the execution of an agreement with TriValley Janitorial Service and Supply, Inc. to provide janitorial services at various City facilities in an amount not-to-exceed $3,300,000 for a five-year term ending December 31, 2030.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution awarding and authorizing execution of an agreement with TriValley Janitorial Service and Supply, Inc. (TriValley Janitorial) to provide janitorial services at various City facilities in an amount not-to-exceed $3,300,000 for a five-year term ending December 31, 2030.

DECISION TYPE

Administrative

SUMMARY

On May 14, 2025, City staff issued a Request for Proposals for janitorial services at various City facilities. Eighteen service providers responded. The proposals indicated the service provider's qualifications and included a standard monthly rate for cleaning the identified City facilities. Staff have completed their review of the 18 proposals received and is recommending TriValley Janitorial as the best value bidder for these services.

DISCUSSION

The Maintenance Division of the Public Works Department is tasked with providing janitorial services to 16 facilities, some of which include multiple buildings. The proposed agreement for janitorial services consists of providing routine daily and periodic cleaning and the supply of consumable products such as bathroom paper products, hand soap, liners for refuse receptacles, and cleaning solution. The current agreement for janitorial services agreement expires on October 31, 2025. The City received eighteen proposals which included a standard monthly cost for cleaning specified City facilities. The eighteen (18) proposals were submitted to the City and the proposed pricing is summarized below.

Company	Total Annual Cost
Aim to Please Janitorial Services, Inc.	$ 327,908
Allied Universal Janitorial Services	$ 585,403
Base Hill, Inc.	$ 633,942
CCS Facility Services	$ 502,380
DMS Facility Services	$ 627,016
Environment Control Central Valley	$ 531,348
ESP Facility Services, Inc.	$ 518,568
Impec Group	$ 630,000
Imperial Maintenance Services, Inc.	$ 572,432
Karla's Janitorial Services and Suppliers	$ 502,356
Marina Building Services	$ 598,800
Olympic Cleaning Service	$ 460,960
Platinum Facility Services	$ 539,044
Pride Industries One, Inc.	$ 873,874
Quality Cleaning Professionals	$ 1,018,560
Tri County Building Maintenance	$ 470,940
TriValley Janitorial	$ 552,624
Universal Business Services and Supply Co.	$ 513,324

The service provider selection process included an initial review of the proposals, reference checks, and interviews. The criteria used for evaluation included:

- The ability, capacity, and skill of the proposer to provide the required services;
- The character, integrity, reputation, judgment, and efficiency of the proposer; and,
- Ability of the proposer to provide services and materials in a timely manner.

TriValley Janitorial emerged as the best value bid after the evaluation process had been completed. TriValley Janitorial offers the City a history of reliability and responsiveness while providing service to neighboring municipalities, as well as a local office for efficient response time, and sufficient staff and expertise to complete the scope of work.

Staff recommends the City accept the best value bid and initiate a new agreement beginning on November 1, 2025 through December 31, 2030, with the option to extend for one additional term of five years. Price adjustments may be negotiated starting in January 2027 and shall not exceed the San Francisco - Oakland - Hayward Area Consumer Price Index for all Urban Consumers (CPI-U), but will not be less than 3% per calendar year. The base price for the first year of routine maintenance totals $552,600 per year with an additional $60,000 for consumable items, and $3,000 per year available for any additional on-call cleaning needs.

FISCAL AND ADMINISTRATIVE IMPACTS

The annual cost of this contract of $615,600, is allocated in Fund 740, Facilities Rehabilitation Program, and various departmental budget. Costs will be programmed into the operating budget for future fiscal years.

COMMUNITY PILLARS

5: A City That Works

GOALS

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

ATTACHMENTS

1. Resolution
2. Exhibit A - Agreement

Prepared by: Marisa Gan
Management Analyst II

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AWARDING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT TO/WITH TRIVALLEY JANITORIAL SERVICE & SUPPLY, INC. FOR JANITORIAL SERVICES IN AN AMOUNT NOT-TO-EXCEED $3,300,000 FOR A FIVE-YEAR TERM

The Maintenance Division of the Public Works Department is tasked with providing janitorial services to 16 facilities, some of which include multiple buildings. The City's current agreement for janitorial services expires on October 31, 2025.

The City issued a Request for Proposals for janitorial services at various City facilities; eighteen service providers submitted proposals, which included a standard monthly cost for cleaning specified facilities. TriValley Janitorial Service & Supply, Inc. has been selected as the best value bidder because of its ability, capacity, and skill to provide reliable and quality services to the City.

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

1. Awards to TriValley Janitorial Service & Supply, Inc. the agreement, attached hereto as Exhibit A, for janitorial services, in an amount not-to-exceed $3,300,000 for a five-year term with the option to extend the term for one additional five year period.

2. Authorizes the City Manager, or her designee, to execute an agreement with TriValley Janitorial Service & Supply, Inc., attached hereto as Exhibit A, for janitorial services, in an amount not-to-exceed $3,300,000 for a five-year term with the option to extend the term for one additional five year period.

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

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 13, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

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

Exhibit A – Agreement with TriValley Janitorial Service & Supply, Inc.

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25-0490

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this day of , 20 , by and between the City of Livermore ("City"), a municipal corporation, and TriValley Janitorial Service & Supply, Inc. ("Contractor"), a California corporation.

RECITALS

City requires janitorial services for all City facilities.

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

2. Relationship of Parties – Independent Contractors.

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

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

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

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

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

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

(a) Coordinate the Services with Jason Calkins, Public Works Supervisor - Facilities ("Project Manager"), or such other person designated as the Project Manager by City;

(b) At all times faithfully, competently, and diligently perform the Services to the best of its ability, experience, and talent in a courteous manner commensurate with industry, trade, and community standards. Consultant shall follow the highest industry standards when performing the Services required hereunder and covenants that all goods, materials, and equipment will be both of good quality as well as fit for the purpose intended. For the purposes of this Agreement the phrase "highest industry standards" means those standards recognized by one or more first-class contractors performing similar Services under similar circumstances within City's region;

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

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

(e) Provide all facilities, goods, materials, and equipment that may be necessary for Contractor's personnel to provide the Services;

(f) Obtain and keep in effect during the term of this Agreement all necessary licenses, permits, qualifications, insurance, registrations, and approvals legally required and required by trade, craft, or classification for Contractor to provide the Services, including obtaining a business license from the City of Livermore, and keep them all in effect for the term of this Agreement;

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

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

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

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

(k) Keep and maintain invoices and records related to the Services in an organized manner. At a minimum, the records must be kept for at least three years from the date of City's final payment to 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 to take possession, then Contractor and City shall coordinate delivery of the invoices and records to City in the most efficient manner possible;

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

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

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

(o) Comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA, when providing the Services.

5. Taxes, Fees and Assessments. Contractor is solely responsible for the payment of any taxes, fees, assessments, and other charges, including penalties and interest, that may be imposed by law and arise from or incurred by Contractor's performance of the Services. Contractor shall defend, indemnify, and hold harmless the Indemnified Parties defined in Section 20 below against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against Contractor. The indemnity in this Section 5 are in addition to and do not in any way limit Contractor's obligations in Section 20 below.

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6. Prevailing Wages.

(a) Contractor is aware of the requirements of Chapter 1 of Part 7 of Division 2 of the California Labor Code and applicable regulations (collectively "Prevailing Wage Laws") that require the payment of prevailing wage rates (§§ 1771, 1774, and 1775), employment of apprentices (§§ 1777.5 and 1775.6), certified payroll records (§ 1776), hours of labor (§§ 1813 and 1815), registration and debarment of contractors and subcontractors (§ 1777.1), and the performance of other requirements on public works and maintenance projects as defined the Prevailing Wage Laws.

(b) The prevailing wage rates for crafts, classifications, and types of workers are available online at http://www.dir.ca.gov/DLSR, and Contractor is responsible for determining whether the workers are entitled to the payment of prevailing wages and Contractor must pay no less than the specified rates to all entitled workers performing the Services. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half.

(c) Contractor shall ensure that all work for compensation is taken in compliance with the requirements of the Prevailing Wage Laws including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and prevailing wages.

(d) 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.

(e) Work on public works and maintenance projects as defined by the Prevailing Wage Laws is subject to compliance monitoring and enforcement by the California Department of Industrial Relations pursuant to California Labor Code section 1771.4. No contractor may be awarded a contract for public works and maintenance projects as defined by the Prevailing Wage Laws unless currently registered with the California Department of Industrial Relations pursuant to California Labor Code section 1725.5.

(f) Contractor agrees to indemnify, defend, and hold City harmless from any claim that prevailing wages should have been paid, and Contractor shall be liable for the payment of the same and penalties thereon. It is Contractor's responsibility to be familiar with the California Labor Code and the Prevailing Wages Laws, and failure or neglect of Contractor to understand the California Labor Code shall and Prevailing Wage Laws in no way relieve Contractor from any obligations thereunder or under this Agreement.

(g) Contractor acknowledges that failure to pay prevailing wages to an entitled worker performing the Services may result in the Contractor being ineligible to contract with City.

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7. Familiarity with Services. Contractor represents that it: (i) has thoroughly investigated and considered the Services to be performed; (ii) has carefully considered how the Services should be performed; and, (iii) fully understands the facilities, difficulties, and restrictions associated with performing the Services. If Services involve work on City property, Contractor further represents that it has investigated the property and is fully acquainted with its condition. If Contractor discovers any latent or unknown conditions that materially affect performance of the Services, then Contractor shall immediately notify City of such discovery and shall not proceed with the Services except at Contractor's risk until Contractor receives written instructions from the Project Manager.

8. Service Warranties.

(a) Contractor warrants that it possesses all capital and other equipment, labor, goods, materials, supplies, and licenses necessary to carry out and complete the Services in compliance with any and all federal, state, county, and city laws, ordinances, and regulations.

(b) Contractor warrants, in addition to all warranties provided or implied by law or public policy, that all Services (including but not limited to all goods, materials, and equipment supplied by the Services) shall be free from defects in design and workmanship. During the term of this Agreement and for one year following its completion, expiration, or termination, Contractor agrees to replace or repair any Services (including but not limited to all goods, materials, and equipment supplied by the Services) that fail due to defects in material or workmanship, which replacement or repair shall be completed by Contractor within 30 days of notice of the failure by City.

9. Safety Provisions. Contractor shall conform to the rules and regulations pertaining to safety established by Occupational Safety & Health Administration (OSHA) and the California Division of Industrial Safety.

10. Preservation of City Property. Contractor shall provide, install, and utilize suitable safeguards, approved by City, to protect City property from injury or damage when providing the Services. If City property is injured or damaged as a result of Contractor's Services, then the Contractor shall, at its own cost and expense, replace or restore that property to a condition as good as when Contractor began providing the Services, which work shall be completed within a reasonable time. In all situations arising out of this Agreement, City and Contractor shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

11. Inspection. Contractor shall furnish City every reasonable opportunity for City to ascertain that the Services by Contractor are being performed in accordance with the requirements and intentions of this Agreement. All work performed and all goods, materials, and equipment provided shall be subject to City inspection and approval. City inspection of such work, goods, materials, and equipment shall not relieve Contractor of any of its obligations to fulfill the requirements in this Agreement.

Docusign Envelope ID: 7E89DACC-5F2D-479A-A0C2-C58B7BC97B17

12. Audit. In addition to the requirements in Section 4(k) above, Contractor shall maintain, in accordance with generally accepted accounting principles, complete and accurate records of all activities and operations relating to this Agreement. Records, including but not limited to, timecards, employment records, work progress reports, reimbursements, invoices, project records, proprietary data and information, as well as licensed software and any electronic records shall be kept for a period of three years after the date of final payment to Contractor. Contractor agrees that City, or its authorized representative, shall have the right to examine, audit, excerpt, copy, or transcribe any of Contractor's records pertaining to this Agreement at any time during normal business hours. Contractor shall reimburse City for all reasonable costs of the audit, including travel time and auditor costs, should such audit reveal an overcharge of five (5) percent or more. Any overcharge will be considered a breach of this Agreement and could result in cause for termination.

13. Term. The term of this Agreement commences on November 1, 2025, and terminates upon the completion of the Services or October 31, 2030, whichever occurs first. This Agreement may be extended for one additional five-year term by mutual written agreement of the parties.

14. 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 Contractor shall then assemble the work on the Services for delivery to City on the termination date. All compensation for Services performed prior to the termination date shall be payable to Contractor in accordance with and subject to Section 15.

15. Compensation and Payment.

(a) The total compensation payable by City to Contractor for the Services **SHALL NOT EXCEED** the sum of $3,300,000.00 ("not-to-exceed amount").

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

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

Docusign Envelope ID: 7E89DACC-5F2D-479A-A0C2-C58B7BC97B17

(d) 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.

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

16. Ownership.

(a) Contractor shall bear the risk of loss or damage to any goods, materials, or equipment associated with the Services until delivered to and accepted by City.

(b) 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.

(c) All goods, materials, and equipment purchased for or produced as a result of the Services, including all warranties therefore, are City's property and Contractor shall deliver them to City upon demand.

17. Intellectual Property, 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.

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

Docusign Envelope ID: 7E89DACC-5F2D-479A-A0C2-C58B7BC97B17

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

(a) Modification for Construction Contracts. To the extent this Agreement is a "construction contract" covered by California Civil Code section 2782, then Contractor'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 Contractor'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).

20. Insurance. Without limiting Contractor's indemnification of the Indemnified Parties, Contractor shall procure and maintain at its own expense during the term of this Agreement policies of insurance in the amounts and under the terms set forth in Exhibit C *Insurance Requirements* against claims and Liability that may arise from or in connection with this Agreement and performance of the Services. Upon reasonable written notice, 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.

21. Force Majeure; Service Delays. Should Contractor's performance of the Services be obstructed or delayed due to changes in the Services by City, by any default, act, or omission of City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain goods, materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then Contractor's time for performance may, at City's sole discretion, be extended for such periods as may be agreed upon by City and Contractor. Nothing in this section restricts City's authority in Section 14 to terminate this Agreement.

22. 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.

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23. 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.

24. 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 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 twelve-month period prior to the execution of this Agreement, and that it shall not negotiate, offer or accept any contract for services from that party during the term of this Agreement.

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

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

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

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

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

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

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

31. No Subcontracting and No Assignment. Contractor's unique personal competence, experience, specialized personal knowledge, trade skills, and reputation were a substantial inducement to City for the award of this Agreement to Contractor, therefore no part of the Services may be assigned or subcontracted without City's prior written consent. For the purposes of this section, a change of fifty percent or more in the ownership or control of Contractor constitutes an assignment.

32. 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, Contractor must present a written claim to City in accordance with Livermore Municipal Code Chapter 3.40 *Claims Administration.*

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

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

Docusign Envelope ID: 7E89DACC-5F2D-479A-A0C2-C58B7BC97B17

35. Construction of Language.

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

(b) For the purposes of this Agreement, the terms "writing" and "written" includes electronic documents and communication via email, but not when those terms are used in Sections 14, 20, 31, and 35 through 38 for notices, consent, or modifications. For the notices, consent, and modifications in Sections 14, 20, 31, and 35 through 38 the terms "writing" and "written" means either a physically tangible document or an electronic document that satisfies the requirements in Livermore Municipal Code Section 2.64 Electronic Signatures

36. 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.

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

TO CITY: Attention: Jason Calkins
Public Works Supervisor - Facilities
City of Livermore / Public Works
3500 Robertson Park Road
Livermore, CA, 94550

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

TO CONTRACTOR: Attention: Amy Giamona
TriValley Janitorial Service & Supply, Inc.
313 Earhart Way
Livermore, CA, 94551
United States

Email: amy@tvjan.com

Docusign Envelope ID: 7E89DACC-5F2D-479A-A0C2-C58B7BC97B17

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

39. 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.

40. Survival. The terms, conditions, and obligations in Sections 2, 5, 6, 8, 11, 12, 16 through 19, 31, 32, 35, and 38 through 41 shall survive the completion or termination of this Agreement.

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

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

43. 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.

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Signatures and Exhibit List on the Next Page

Docusign Envelope ID: 7E89DACC-5F2D-479A-A0C2-C58B7BC97B17

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement, effective on the date set forth in the first paragraph of this Agreement, which is the date that this Agreement was signed on behalf of the City after it was signed by Contractor.

CONTRACTOR: **Dated:**

Signed by:
Amy Giamona
A9C1BE9AC20A486...

10/1/2025 | 6:15 PM PDT

Amy Giamona
President

CITY OF LIVERMORE: **Dated:**

_____

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

Signed by:
Molly A. O'Toole
8C094721F53540E...

Deputy/Assistant/Senior Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
A5F7D34BB6A748A...

Risk Manager/Analyst

Exhibits:

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

Docusign Envelope ID: 7E89DACC-5F2D-479A-A0C2-C58B7BC97B17

EXHIBIT A
SCOPE OF WORK

Tri Valley Janitorial Service & Supply, Inc. ("Contractor") shall provide all labor, consumables, and materials to perform the services outlined in this scope of work for the City of Livermore ("City").

Conditions of Work

1. This Agreement does not obligate City to any particular amount of work to be completed by Contractor.
2. All employees of Contractor shall wear identification badges and aprons clearly identifying them as employees of Contractor at all times while on City premises for the purpose of completing work.
3. All employees of Contractor assigned to perform services in the Police Department must submit to and pass a Livescan fingerprinting and background check.
4. City reserves the right to halt work at any time for noncompliance with this Agreement, or unsafe work conditions or practices.
5. Contractor shall keep worksites reasonably clear of debris and protect the safety of the public and City employees at all times. Contractor shall promptly remove all materials and spoils from each job site upon completion of the work.
6. All debris or spoils generated by the work of Contractor shall be properly disposed of by Contractor.
7. All employees must be at least eighteen years of age and thoroughly trained and qualified in the work assigned to them. Employees must also be physically capable of the duties assigned to them, including lifting/moving heavy items, climbing ladders, etc.
8. Work may be required at any City-owned or operated facility within the City of Livermore as directed by the Project Manager or their designee.
9. Only authorized employees of the Contractor may perform the services. The use of unauthorized personnel by Contractor may result in termination of service with 30 calendar-days notice pursuant to Section 14 of the Agreement. Contractor and its employees may not allow on City premises any person who is not an employee of Contractor. All paperwork, documents, magnetic media, and any other media at City offices are considered to be confidential and privileged. Contractor's employees are not authorized to read or make use of any paperwork on or in any desks or offices.
10. Contractor shall respond to requests for on-call clean up service within a maximum time of two (2) hours.

Docusign Envelope ID: 7E89DACC-5F2D-479A-A0C2-C58B7BC97B17

EXHIBIT A
SCOPE OF WORK

BUILDINGS AND ADRESSES

Janitorial services shall be provided at the following City of Livermore locations, unless otherwise directed by the Project Manager or their designee:

1	Airport- 6 offsite single use restrooms located at various airplane hangars.	Located within the Livermore Municipal Airport
2	Airport Terminal	680 Terminal Circle
3	City Hall	1052 S. Livermore Ave
4	Civic Center Meeting Hall	1016 S. Livermore Ave
5	Library-Civic Center	1188 S. Livermore Ave
6	Library-Rincon	725 Rincon Ave
7	Library-Springtown	998 Bluebell Dr
8	Police Station	1110 S. Livermore Ave
9	Multi-Service Center	3311 Pacific Ave
10	Maintenance Service Center	3500 Robertson Park Rd
11	Fire Station 6 - 2 Single occupancy bathrooms	4550 East Ave
12	Livermore Valley Plaza Restrooms	2490 Railroad Ave
13a	Livermore Valley Parking Garage	2350 Railroad Ave
13b	I St Parking Garage	175 N. I St
13c	L St Parking Garage	2023 Veterans Way
14	Water Resources Division	101 W. Jack London Blvd

Docusign Envelope ID: 7E89DACC-5F2D-479A-A0C2-C58B7BC97B17

EXHIBIT A
SCOPE OF WORK

CLEANING FREQUENCY, DAYS, AND START TIMES

This is a summary of facilities and the designated cleaning days, cleaning frequencies, and service start times.

	BUILDING	NUMBER OF DAYS PER WEEK	CLEANING DAYS	SERVICE START TIME	COMMENTS
1	Airport- 6 Hangar Bathrooms	3	Monday, Wednesday, Friday	Anytime	
2	Airport Terminal	7	Monday through Sunday	Start after 12:00 AM Sunday through Thursday, start after 2:00 AM Friday and Saturday nights.	
3	City Hall	5	Monday through Friday	Start after 6:00 PM	Building alarm automatically sets at 11:58 PM each night
4	Civic Center Meeting Hall	5	Monday through Friday	After 5:00 PM	On the Second and Fourth Monday of the month, service must start after 11:00 PM due to Council meetings
5	Library- Civic Center	7	Monday through Sunday	Monday through Thursday: After10:00 PM. Friday, Saturday, Sunday, After 7:00 PM	
6	Library- Rincon	5	Monday through Friday	Start after 9:00 PM	
7	Library Springtown	2	Tuesday and Thursday	Start after 9:00 PM	
8	Police Department	7	Monday through Sunday	Start after 5:00 PM	Including all City holidays except Christmas and New Years

Docusign Envelope ID: 7E89DACC-5F2D-479A-A0C2-C58B7BC97B17

EXHIBIT A
SCOPE OF WORK

CLEANING FREQUENCY, DAYS, AND START TIMES (continued)

	BUILDING	NUMBER OF DAYS PER WEEK	CLEANING DAYS	SERVICE START TIME	COMMENTS
9	Multi-Service Center	5	Monday through Friday	Start after 6:30 PM	
10	Maintenance Service Center	5	Monday through Friday	Any time after 5:00 PM	Admin Building and Fleet Shop Bathrooms, Fuel Island Bathrooms/ Fuel Pump Area
11	Fire Station 6-bathrooms	1	Wednesday	Anytime between 12:00 PM and 6:00 PM	
12	Bankhead Plaza Public Bathrooms	3	Monday, Wednesday, Friday	Anytime	May need to restock/clean bathrooms on Saturday night after 9 PM during weekend long downtown special events. Prior notice will be provided by the City.
13a	Livermore Valley Parking Garage	5	Monday through Friday	Anytime	Usually done by Day Porter
13b	I St Parking Garage	5	Monday through Friday	Anytime	Usually done by Day Porter
13c	L St Parking Garage	5	Monday through Friday	Anytime	Usually done by Day Porter
14	Water Resources Buildings	5	Monday through Friday	Start after 5:00 PM	7 buildings

Docusign Envelope ID: 7E89DACC-5F2D-479A-A0C2-C58B7BC97B17

EXHIBIT A
SCOPE OF WORK

1. AIRPORT HANGAR BATHROOMS

Six offsite bathrooms
Cleaning Days: Monday, Wednesday, Friday
Service Start Time: Anytime

Area	Item	Work Description	Daily	Weekly	Monthly
Bathroom	Floor	A. Sweep and wet mop	A		
Bathroom	Sinks, Fixtures, Mirrors, Countertops.	A. Wipe, disinfect	A		
Bathroom	Door Handles	A. Wipe, disinfect	A		
Bathroom	Toiletries	A. Stock toilet paper, paper towel rolls, soap, sanitary napkins.	A		
Bathroom	Walls	A. Wipe down walls			A
Bathroom	Trash	A. Empty trash can and reline with a new bag if ripped or soiled	A		
Bathroom	Light Switches	A. Wipe and disinfect	A		

Docusign Envelope ID: 7E89DACC-5F2D-479A-A0C2-C58B7BC97B17

EXHIBIT A
SCOPE OF WORK

2. AIRPORT TERMINAL BUILDING

Cleaning Days: Monday through Sunday
Service Start Time: Sunday through Thursday 12:00 AM/Friday and Saturday: 2:00 AM

Area	Item	Work Description	Daily	Weekly	Monthly
Bathroom	Floors	A. Sweep and wet mop	A		
Bathroom	Sinks, Toilets, Urinals, Plumbing fixtures, Mirrors, Countertops	A. Clean and disinfect, clean mirrors to be streak free	A		
Bathroom	Door Handles	A. Clean and disinfect	A		
Bathroom	Toiletries and Trash	A. Stock toilet paper, paper towel rolls, soap, sanitary napkins (if applicable) B. Empty sanitary napkin containers and wipe down exterior of container, empty trash receptacles and replace bags	A, B		
Bathroom	Walls and Light Switches	A. Wipe, disinfect light switches B. Remove cobwebs C. Wipe down walls D. Wipe baby changing stations with child safe disinfectant	A	B, D	C

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EXHIBIT A
SCOPE OF WORK

2. AIRPORT TERMINAL BUILDING (continued)

Area	Item	Work Description	Daily	Weekly	Monthly
Offices, Public Areas	Floors	A. Sweep hard floors, vacuum carpeted floors and wet mop hard floors	A		
Offices, Public Areas	Furniture (excluding employee desks and desk chairs)	A. Wipe down arms of public area chairs and wipe surfaces of meeting tables B. Vacuum upholstery, wipe down non-fabric public furniture		A	B
Offices, Public Areas	Trash	A. Empty bins into appropriate trash, recycle, and organics containers. Replace trash and organics bags if torn or soiled	A		
Offices, Public Areas	Meeting Rooms	A. Wipe down tables and chair arms B. Clean sinks and counter tops, plumbing fixtures, refill paper towel rolls in dispensers as needed	B	A	
Offices, Public Areas	Light Switches	A. Wipe and disinfect		A	
Offices, Public Areas	Dusting	A. Dust plants, window ledges, cubicle top plates, HVAC air vents			A
Offices, Public Areas	Drinking Fountains	A. Clean, disinfect	A		
Offices, Public Areas	Exterior entry/exit doors and windows located on either side of the door	A. Spot clean glass, wipe door handles B. Wipe down metal door trim surfaces, remove cobwebs	A	B	
Exterior of Building	Cobwebs	A. Remove cobwebs from exterior windows and exterior doors to a height of eight feet		A	

Docusign Envelope ID: 7E89DACC-5F2D-479A-A0C2-C58B7BC97B17

EXHIBIT A
SCOPE OF WORK

3. CITY HALL

Cleaning Days: Monday through Friday
Service Start Time: After 6:00 PM

Area	Item	Work Description	Daily	Weekly	Monthly
Bathrooms /Locker rooms	Floors	A. Sweep and wet mop and vacuum carpet	A		
Bathrooms /Locker rooms	Sinks, Toilets, Urinals, Plumbing fixtures, Mirrors, Countertops	A. Clean and disinfect, clean mirrors to be streak free	A		
Bathrooms	Door Handles	A. Clean and disinfect	A		
Bathrooms	Shower Area in locker rooms	A. Wipe down interior of shower, fixtures, and curtain		A	
Bathrooms	Toiletries and Trash	A. Stock toilet paper, paper towel rolls, soap, sanitary napkins (if applicable) B. Empty sanitary napkin containers and wipe down exterior of container, empty trash receptacles and replace bags daily	A, B		
Bathrooms	Walls and Light Switches	A. Wipe, disinfect light switches B. Remove cobwebs C. Wipe down walls D. Wipe baby changing stations with child safe disinfectant	A	B, D	C
Offices, Public Areas	Floors	A. Sweep and wet mop hard floors, vacuum carpeted floors	A		
Offices, Public Areas	Exterior entry/exit doors and windows located on either side of the door	A. Spot clean glass, wipe door handles B. Wipe down metal door trim surfaces, remove cobwebs	A	B	

Docusign Envelope ID: 7E89DACC-5F2D-479A-A0C2-C58B7BC97B17

EXHIBIT A
SCOPE OF WORK

3. CITY HALL (continued)

Area	Item	Work Description	Daily	Weekly	Monthly
Offices, Public Areas	Interior office doors and the windows located on either side of the door	A. Spot clean glass B. Wipe down metal door trim surfaces, door handles, remove cobwebs	A	B	
Offices, Public Areas	Furniture (excluding employee desks and desk chairs)	A. Wipe down arms of public area chairs B. Vacuum upholstery, wipe down non-fabric public furniture.		A	B
Offices, Public Areas	Trash	A. Empty bins into appropriate trash, recycle, and organics containers. Replace trash and organics bags if torn or soiled	A		
Offices, Public Areas	Meeting Rooms	A. Wipe down tables and chair arms B. Clean sinks and counter tops, plumbing fixtures, refill paper towel rolls in dispensers as needed.	B	A	
Offices, Public Areas	Light Switches	A. Wipe and disinfect		A	
Offices, Public Areas	Dusting	A. Dust plants, window ledges, cubicle top plates, HVAC air vents			A
Offices, Public Areas	Stairwells	A. Wipe down handrails B. Wipe down flat surfaces and walls	A		B
Interior	Kitchenettes	A. Clean countertops, plumbing fixtures, sinks.	A		
Public Areas	Interior Windowsills below eight feet high	A. Wipe surfaces and remove cobwebs			A
Offices, Public Areas	Floors	A. Sweep and wet mop hard floors, vacuum carpeted floors	A		
Offices, Public Areas	Drinking Fountains	A. Clean, disinfect	A		

Docusign Envelope ID: 7E89DACC-5F2D-479A-A0C2-C58B7BC97B17

EXHIBIT A
SCOPE OF WORK

3. CITY HALL (continued)

Area	Item	Work Description	Daily	Weekly	Monthly
Exterior of Building	Trash	A. Remove trash from all exterior trash receptacles B. Pick up litter around the building perimeter*	A	B	
Exterior of Building	Exterior Windows and Doors on Ground Floor	A. Remove cobwebs			A
Elevator	Interior	A. Vacuum flooring, wipe down buttons and handrails		A	

*See map in Exhibit C-Facility Litter Pickup Boundaries

4. CIVIC CENTER MEETING HALL

Cleaning Days: Monday through Friday
Service Start Time: After 5:00 PM/Start time on 2nd and 4th Mondays is 11PM due to City Council Meetings.

Area	Item	Work Description	Daily	Weekly	Monthly
Bathrooms	Floors	A. Sweep and wet mop	A		
Bathrooms	Sinks, Toilets, Urinals, Plumbing fixtures, Mirrors, Countertops	A. Clean and disinfect, clean mirrors to be streak free	A		
Bathrooms	Door Handles	A. Clean and disinfect	A		
Bathrooms	Toiletries and Trash	A. Stock toilet paper, paper towel rolls, soap, replace sanitary napkins (if applicable) B. Empty sanitary napkin containers and wipe down exterior of container, empty trash receptacles and replace bags daily	A, B		
Bathrooms	Walls and Light Switches	A. Wipe, disinfect light switches B. Remove cobwebs C. Wipe down walls D. Wipe baby changing stations with child safe disinfectant	A	B, C	D

Docusign Envelope ID: 7E89DACC-5F2D-479A-A0C2-C58B7BC97B17

EXHIBIT A
SCOPE OF WORK

4. CIVIC CENTER MEETING HALL (continued)

Area	Item	Work Description	Daily	Weekly	Monthly
Chambers, Sessions Room, Hallway, Meeting Room	Interior doors and windows on either side of the door	A. Spot clean glass B. Wipe down metal door trim surfaces, door handles, remove cobwebs	A	B	
Chambers, Sessions Room, Hallway, Meeting Room	Furniture, including tables and chairs in Mendenhall Room, Council Chambers, Sessions Room	A. Wipe down arms of chairs and wipe surfaces of meeting tables B. Vacuum upholstery and spot clean as needed.		A	B
Chambers, Sessions Room, Hallway, Meeting Room	Trash	A. Empty bins into appropriate trash, recycle, and organics containers. Replace trash and organics bags if torn or soiled	A		
Chambers, Sessions Room, Hallway, Meeting Room	Meeting Rooms	A. Wipe down tables and chair arms, sinks and counter tops, plumbing fixtures, refill paper towel rolls in dispensers as needed.		A	
Chambers, Sessions Room, Hallway, Meeting Room	Light Switches	A. Wipe and disinfect		A	
Chambers, Sessions Room, Hallway, Meeting Room	Dusting	A. Dust display cases, window ledges, HVAC air vents			A

Docusign Envelope ID: 7E89DACC-5F2D-479A-A0C2-C58B7BC97B17

EXHIBIT A
SCOPE OF WORK

4. CIVIC CENTER MEETING HALL (continued)

Area	Item	Work Description	Daily	Weekly	Monthly
Chambers, Sessions Room, Hallway, Meeting Room	Floors	A. Sweep and wet mop hard floors, vacuum carpeted flooring	A		
Public Area	Drinking Fountains	A. Clean, disinfect	A		
Chambers, Sessions Room, Hallway, Meeting Room	Interior Windowsills below eight feet high	A. Wipe surfaces and remove cobwebs			A
Exterior of Building	Trash	A. Remove trash from all exterior trash receptacles B. Pick up litter around the building perimeter*	A	B	
Exterior of Building	Exterior Windows Located on Ground Floor	A. Remove cobwebs			A

*See map in Exhibit C-Facility Litter Pickup Boundaries

Docusign Envelope ID: 7E89DACC-5F2D-479A-A0C2-C58B7BC97B17

EXHIBIT A
SCOPE OF WORK

5. LIBRARY-CIVIC CENTER

Cleaning Days: Monday through Sunday
Service Start Time: Monday through Thursday 10:00 PM
Friday through Sunday: 7:00 PM

Area	Item	Work Description	Daily	Weekly	Monthly
Bathrooms	Floors	A. Sweep and wet mop	A		
Bathrooms	Sinks, Toilets, Urinals, Plumbing fixtures, Mirrors, Countertops	A. Clean and disinfect, clean mirrors to be streak free	A		
Bathrooms	Door Handles	A. Clean and disinfect	A		
Bathrooms	Toiletries and Trash	A. Stock toilet paper, paper towel rolls, soap, replace sanitary napkins (if applicable) B. Empty sanitary napkin containers and wipe down exterior of container, empty trash receptacles and replace bags daily	A, B		
Bathrooms	Walls and Light Switches	A. Wipe, disinfect light switches B. Remove cobwebs C. Wipe down walls D. Wipe baby changing stations with child safe disinfectant	A	B, D	C
Offices, Public Areas	Floors	A. Sweep and wet mop hard floors, vacuum carpeted floors	A		
Offices, Public Areas	Interior office doors and the windows located on either side of the door	A. Spot clean glass B. Wipe down metal door trim surfaces, door handles, remove cobwebs	A	B	

Docusign Envelope ID: 7E89DACC-5F2D-479A-A0C2-C58B7BC97B17

EXHIBIT A
SCOPE OF WORK

5. LIBRARY-CIVIC CENTER (continued)

Area	Item	Work Description	Daily	Weekly	Monthly
Offices, Public Areas	Furniture (excluding employee desks and desk chairs)	A. Wipe down arms of public area chairs and wipe surfaces of meeting tables B. Vacuum upholstery, wipe down non-fabric public furniture.		A	B
Offices, Public Areas	Trash	A. Empty bins into appropriate trash, recycle, and organics containers. Replace trash and organics bags if torn or soiled	A		
Offices, Public Areas	Meeting Rooms	A. Wipe down tables and chair arms, sinks and counter tops, plumbing fixtures, refill paper towel rolls in dispensers as needed.		A	
Offices, Public Areas	Light Switches	A. Wipe and disinfect		A	
Public Area	Drinking Fountains	A. Clean, disinfect	A		
Offices, Public Areas	Dusting	A. Dust plants, window ledges, cubicle top plates, HVAC air vents			A
Public Areas	Interior Windowsills in common areas below eight feet high	A. Wipe surfaces and remove cobwebs		A	
Exterior of Building	Trash	A. Remove trash from all exterior trash receptacles B. Pick up litter around the building perimeter*	A, B		
Exterior of Building	Exterior Windows/Doors Located on Ground Floor to eight feet high	A. Remove cobwebs			A

*See map in Exhibit C-Facility Litter Pickup Boundaries

Docusign Envelope ID: 7E89DACC-5F2D-479A-A0C2-C58B7BC97B17

EXHIBIT A
SCOPE OF WORK

6. LIBRARY-RINCON

Cleaning Days: Monday through Friday
Service Start Time: After 9:00 PM

Area	Item	Work Description	Daily	Weekly	Monthly
Bathrooms	Floors	A. Sweep and wet mop	A		
Bathrooms	Sinks, Toilets, Urinals, Plumbing fixtures, Mirrors, Countertops	A. Clean and disinfect, clean mirrors to be streak free	A		
Bathrooms	Door Handles	A. Clean and disinfect	A		
Bathrooms	Toiletries and Trash	A. Stock toilet paper, paper towel rolls, soap, sanitary napkins (if applicable) B. Empty sanitary napkin containers and wipe down exterior of container, empty trash receptacles and replace bags daily	A, B		
Bathrooms	Walls and Light Switches	A. Wipe, disinfect light switches B. Remove cobwebs C. Wipe down walls D. Wipe baby changing stations with child safe disinfectant	A	B, D	C
Offices, Public Areas	Floors	A. Sweep hard floors, vacuum carpeted floors B. Wet mop hard floors	A, B		
Public Area	Drinking Fountains	A. Clean, disinfect	A		
Offices, Public Areas	Exterior entry/exit doors and windows located on either side of the door	A. Spot clean glass, wipe door handles B. Wipe down metal door trim surfaces, remove cobwebs	A	B	

Docusign Envelope ID: 7E89DACC-5F2D-479A-A0C2-C58B7BC97B17

EXHIBIT A
SCOPE OF WORK

6. LIBRARY-RINCON (continued)

Area	Item	Work Description	Daily	Weekly	Monthly
Offices, Public Areas	Interior office doors and the windows located on either side of the door	A. Spot clean glass B. Wipe down metal door trim surfaces, door handles, remove cobwebs	A	B	
Offices, Public Areas	Furniture (excluding employee desks and desk chairs)	A. Wipe down arms of public area chairs and wipe surfaces of meeting tables B. Vacuum upholstery, wipe down non-fabric public furniture.		A	B
Offices, Public Areas	Trash	A. Empty bins into appropriate trash, recycle, and organics containers. Replace trash and organics bags if torn or soiled	A		
Offices, Public Areas	Light Switches	A. Wipe and disinfect		A	
Offices, Public Areas	Dusting	A. Dust plants, window ledges, cubicle top plates, HVAC air vents up to eight feet high			A
Offices, Public Areas	Interior Windowsills in common areas below 8’ high	A. Wipe surfaces and remove cobwebs			A
Exterior of Building	Trash	A. Remove trash from all exterior trash receptacles B. Pick up litter around the building perimeter*	A	B	
Exterior of Building	Exterior Windows on Ground Floor up to eight feet high	A. Remove cobwebs			A

*See map in Exhibit C-Facility Litter Pickup Boundaries

Docusign Envelope ID: 7E89DACC-5F2D-479A-A0C2-C58B7BC97B17

EXHIBIT A
SCOPE OF WORK

7. LIBRARY-SPRINGTOWN

Cleaning Days: Tuesday and Thursday
Service Start Time: After 9:00 PM

Area	Item	Work Description	Daily	Weekly	Monthly
Bathrooms	Floors	A. Sweep and wet mop	A		
Bathrooms	Sinks, Toilets, Urinals, Plumbing fixtures, Mirrors, Countertops	A. Clean and disinfect, clean mirrors to be streak free	A		
Bathrooms	Door Handles	A. Clean and disinfect	A		
Bathrooms	Toiletries and Trash	A. Stock toilet paper, paper towel rolls, soap, sanitary napkins (if applicable) B. Empty sanitary napkin containers and wipe down exterior of container, empty trash receptacles and replace bags daily	A, B		
Bathrooms	Walls and Light Switches	A. Wipe, disinfect light switches B. Remove cobwebs C. Wipe down walls D. Wipe baby changing stations with child safe disinfectant	A	B, D	C
Offices, Public Areas	Floors	A. Sweep hard floors, vacuum carpeted floors B. Wet mop hard floors	A, B		
Offices, Public Areas	Exterior entry/exit doors and windows located on either side of the door	A. Spot clean glass, wipe door handles B. Wipe down metal door trim surfaces, remove cobwebs	A	B	
Offices, Public Areas	Interior office doors and the windows located on either side of the door	A. Spot clean glass B. Wipe down metal door trim surfaces, door handles, remove cobwebs	A	B	

Docusign Envelope ID: 7E89DACC-5F2D-479A-A0C2-C58B7BC97B17

EXHIBIT A
SCOPE OF WORK

7. LIBRARY-SPRINGTOWN (continued)

Area	Item	Work Description	Daily	Weekly	Monthly
Offices, Public Areas	Furniture (excluding employee desks and desk chairs)	A. Wipe down arms of public area chairs and wipe surfaces of meeting tables B. Vacuum upholstery, wipe down non-fabric public furniture.		A	B
Offices, Public Areas	Trash	A. Empty bins into appropriate trash, recycle, and organics containers. Replace trash and organics bags if torn or soiled	A		
Offices, Public Areas	Light Switches	A. Wipe and disinfect		A	
Offices, Public Areas	Dusting	A. Dust plants, window ledges, cubicle top plates, HVAC air vents up to eight feet high			A
Offices, Public Areas	Interior Windowsills in common areas below eight feet high	A. Wipe surfaces and remove cobwebs			A
Exterior of Building	Trash	A. Remove trash from all exterior trash receptacles B. Pick up litter around the building perimeter*	A	B	
Exterior of Building	Exterior Windows on Ground Floor	A. Remove cobwebs			A

*See map in Exhibit C-Facility Litter Pickup Boundaries

Docusign Envelope ID: 7E89DACC-5F2D-479A-A0C2-C58B7BC97B17

EXHIBIT A
SCOPE OF WORK

8. POLICE DEPARTMENT

Cleaning Days: Monday through Sunday
Service Start Time: After 5:00 PM

Area	Item	Work Description	Daily	Weekly	Monthly
Bathrooms /Locker rooms	Flooring	A. Sweep and wet mop hard floors, vacuum carpeted floors	A		
Bathrooms /Locker rooms	Sinks, Toilets, Urinals, Plumbing fixtures, Mirrors, Countertops	A. Clean and disinfect, clean mirrors to be streak free	A		
Bathrooms /Locker rooms	Door Handles	A. Clean and disinfect	A		
Bathrooms /Locker rooms	Shower Area in locker rooms	A. Wipe down interior of shower, fixtures, and curtain	A		
Bathrooms /Locker rooms	Toiletries and Trash	A. Stock toilet paper, paper towel rolls, soap, sanitary napkins (if applicable) B. Empty sanitary napkin containers and wipe down exterior of container, empty trash receptacles and replace bags daily	A, B		
Bathrooms /Locker rooms	Walls and Light Switches	A. Wipe, disinfect light switches B. Remove cobwebs C. Wipe down walls D. Wipe baby changing stations with child safe disinfectant	A	B, D	C
Offices, Public Areas	Floors	A. Sweep hard floors, vacuum carpeted floors B. Wet mop hard floors	A, B		
Offices, Public Areas	Exterior entry/exit doors and windows on either side of the door	A. Spot clean glass, wipe door handles B. Wipe down metal door trim surfaces, remove cobwebs	A	B	

Docusign Envelope ID: 7E89DACC-5F2D-479A-A0C2-C58B7BC97B17

EXHIBIT A
SCOPE OF WORK

8. POLICE DEPARTMENT (continued)

Area	Item	Work Description	Daily	Weekly	Monthly
Offices, Public Areas	Interior office doors and the windows located on either side of the door	A. Spot clean glass B. Wipe down metal door trim surfaces, door handles, remove cobwebs	A	B	
Offices, Public Areas	Furniture (excluding employee desks and desk chairs)	A. Wipe down arms of public area chairs and wipe surfaces of meeting tables B. Vacuum upholstery, wipe down non-fabric public furniture.		A, B	
Offices, Public Areas	Trash	A. Empty bins into appropriate trash, recycle, and organics containers. Replace trash and organics bags if torn or soiled	A		
Offices, Public Areas	Meeting Rooms	A. Wipe down tables and chair arms, sinks and counter tops, plumbing fixtures, refill paper towel rolls in dispensers as needed.		A	
Offices, Public Areas	Light Switches	A. Wipe and disinfect		A	
Public Area	Drinking Fountains	A. Clean, disinfect	A		
Offices, Public Areas	Dusting	A. Dust plants, window ledges, cubicle top plates, HVAC air vents up to 8’ high		A	
Offices, Public Areas	Stairwells	A. Wipe down handrails B. Wipe down flat surfaces and spot clean walls	A		B
Offices, Public Areas	Interior Windowsills in common areas below eight feet high	A. Wipe surfaces and remove cobwebs			A

Docusign Envelope ID: 7E89DACC-5F2D-479A-A0C2-C58B7BC97B17

EXHIBIT A
SCOPE OF WORK

8. POLICE DEPARTMENT (continued)

Area	Item	Work Description	Daily	Weekly	Monthly
Exterior of Building	Trash	A. Remove trash from exterior trash receptacle located by entrance to building B. Pick up litter around the building perimeter*	A	B	
Exterior of Building	Exterior Windows Located on Ground Floor below 8’ high	A. Remove cobwebs			A
Elevator	Interior	A. Vacuum flooring, wipe down buttons and handrails		A	

*See map in Exhibit C-Facility Litter Pickup Boundaries

Docusign Envelope ID: 7E89DACC-5F2D-479A-A0C2-C58B7BC97B17

EXHIBIT A
SCOPE OF WORK

9. MULTI-SERVICE CENTER

Cleaning Days: Monday through Friday
Service Start Time: After 6:30 PM

Area	Item	Work Description	Daily	Weekly	Monthly
Bathrooms	Floors	A. Sweep and wet mop	A		
Bathrooms	Sinks, Toilets, Urinals, Plumbing fixtures, Mirrors, Countertops	A. Clean and disinfect, clean mirrors to be streak free	A		
Bathrooms	Door Handles	A. Clean and disinfect	A		
Bathrooms	Toiletries and Trash	A. Stock toilet paper, paper towel rolls, soap, sanitary napkins (if applicable) B. Empty sanitary napkin containers and wipe down exterior of container, empty trash receptacles and replace bags daily	A, B		
Bathrooms	Walls and Light Switches	A. Wipe, disinfect light switches B. Remove cobwebs C. Wipe down walls D. Wipe baby changing stations with child safe disinfectant	A	B, D	C
Offices, public areas	Floors	A. Sweep hard floors, vacuum carpeted floors B. Wet mop hard floors	A, B		
Offices, public areas	Exterior entry/exit doors and windows located on either side of the door	A. Spot clean glass, wipe door handles B. Wipe down metal door trim surfaces, remove cobwebs	A	B	
Offices, public areas	Interior office doors and the windows located on either side of the door	A. Spot clean glass B. Wipe down metal door trim surfaces, door handles, remove cobwebs	A	B	

Docusign Envelope ID: 7E89DACC-5F2D-479A-A0C2-C58B7BC97B17

EXHIBIT A
SCOPE OF WORK

9. MULTI-SERVICE CENTER (continued)

Area	Item	Work Description	Daily	Weekly	Monthly
Offices, public areas	Furniture (excluding employee desks and desk chairs)	A. Wipe down arms of public area chairs and wipe surfaces of meeting tables B. Vacuum upholstery, wipe down non-fabric public furniture.		A	B
Offices, public areas	Trash	A. Empty bins into appropriate trash, recycle, and organics containers. Replace trash and organics bags if torn or soiled	A		
Offices, public areas	Light Switches	A. Wipe and disinfect		A	
Offices, public areas	Dusting	A. Dust plants, interior window ledges, cubicle top plates, HVAC air vents up to eight feet high			A
Offices, public areas	Interior Windowsills in common areas below eight feet high	A. Wipe surfaces and remove cobwebs			A
Exterior of Building	Trash	A. Remove trash from all exterior trash receptacles B. Pick up litter around the building perimeter*	A	B	
Exterior of Building	Exterior Windows and Doors Located on Ground Floor	A. Remove cobwebs			A

*See map in Exhibit C-Facility Litter Pickup Boundaries

Docusign Envelope ID: 7E89DACC-5F2D-479A-A0C2-C58B7BC97B17

EXHIBIT A
SCOPE OF WORK

10. MAINTENANCE SERVICE CENTER

Bathrooms are in Admin Building, Fleet Shop, and Fuel Island
Cleaning Days: Monday through Friday
Service Start Time: After 5:00 PM

Area	Item	Work Description	Daily	Weekly	Monthly
Bathrooms	Floors	A. Sweep and wet mop	A		
Bathrooms	Sinks, Toilets, Urinals, Plumbing fixtures, Mirrors, Countertops	A. Clean and disinfect, clean mirrors to be streak free	A		
Bathrooms	Door Handles	A. Clean and disinfect	A		
Bathrooms	Toiletries and Trash	A. Stock toilet paper, paper towel rolls, soap, sanitary napkins (if applicable) B. Empty sanitary napkin containers and wipe down exterior of container, empty trash receptacles and replace bags daily	A, B		
Bathrooms	Walls and Light Switches	A. Wipe, disinfect light switches B. Remove cobwebs C. Wipe down walls	A	B	C
Offices, public areas in admin building	Floors	A. Sweep hard floors, vacuum carpeted floors B. Wet mop hard floors	A, B		
Offices, public areas in admin building	Exterior entry/exit doors and windows located on either side of the door	A. Spot clean glass, wipe door handles B. Wipe down metal door trim surfaces, remove cobwebs	A	B	

Docusign Envelope ID: 7E89DACC-5F2D-479A-A0C2-C58B7BC97B17

EXHIBIT A
SCOPE OF WORK

10. MAINTENANCE SERVICE CENTER (continued)

Area	Item	Work Description	Daily	Weekly	Monthly
Offices, public areas in admin building	Interior office doors and the windows on either side of the door	A. Spot clean glass B. Wipe down metal door trim surfaces, door handles, remove cobwebs	A	B	
Offices, public areas in admin building	Furniture (excluding employee desks and desk chairs)	A. Wipe down arms of public area chairs and wipe surfaces of meeting tables B. Wipe down non-fabric public furniture.		A	B
Offices, public areas in admin building	Trash	A. Empty bins into appropriate trash, recycle, and organics containers. Replace trash and organics bags if torn or soiled	A		
Offices, public areas in admin building	Light Switches	A. Wipe and disinfect		A	
Offices, public areas in admin building	Dusting	A. Dust plants, interior window ledges, cubicle top plates, HVAC air vents			A
Offices, public areas in admin building	Interior Windowsills in common areas below eight feet high	A. Wipe surfaces and remove cobwebs			A
Meeting room/lunch-rooms/kitchen in admin building	Tables/Counter tops/Sink	A. Wipe down table surfaces, clean sink and counter tops		A	

FUEL ISLAND DUTIES

Area	Item	Work Description	Daily	Weekly	Monthly
Fuel Island	Fuel Island	A. Empty trash can if full, replace paper towel rolls if empty.	A		

Fuel island bathrooms will need to be cleaned on all City Holidays except Christmas Day and New Years Day, unless the Project Manager notifies Contractor otherwise.

Docusign Envelope ID: 7E89DACC-5F2D-479A-A0C2-C58B7BC97B17

EXHIBIT A
SCOPE OF WORK

11. FIRE STATION 6 (two bathrooms ONLY)

Cleaning Day: Wednesday

Service Start Time: Anytime between 12:00 PM and 6:00 PM

Area	Item	Work Description	Daily	Weekly	Monthly
Bathrooms	Floors	A. Sweep and wet mop	A		
Bathrooms	Sinks, Toilets, Plumbing fixtures, Mirrors	A. Clean and disinfect, clean mirrors to be streak free	A		
Bathrooms	Door Handles	A. Clean and disinfect	A		
Bathrooms	Toiletries and Trash	A. Stock toilet paper, paper towel rolls, soap B. Empty sanitary napkin containers and wipe down exterior of container, empty trash receptacles and replace bags daily	A, B		
Bathrooms	Walls and Light Switches	A. Wipe, disinfect light switches B. Remove cobwebs C. Wipe down walls	A, B		C
Exterior	Entry Door	A. Remove cobwebs from main entry area, wipe down windows/door			A

Docusign Envelope ID: 7E89DACC-5F2D-479A-A0C2-C58B7BC97B17

EXHIBIT A
SCOPE OF WORK

12. BANKHEAD PLAZA PUBLIC RESTROOMS

Women's restroom has three stalls. Men's restroom has two stalls.
Cleaning Days: Monday, Wednesday, Friday (Saturday night during weekend long special event)
*Service Start Time: After 5:00 PM/9:00 PM after weekend Special Events**

Area	Item	Work Description	Daily	Weekly	Monthly
Bathrooms	Floors	A. Sweep, remove litter, and wet mop	A		
Bathrooms	Sinks, Toilets, Urinal, Plumbing fixtures, Mirrors, Countertops	A. Clean and disinfect, clean mirrors to be streak free	A, B		
Bathrooms	Door Handles	A. Clean and disinfect	A		
Bathrooms	Toiletries and Trash	A. Stock toilet paper, paper towel rolls, soap, sanitary napkins (if applicable) B. Empty sanitary napkin containers and wipe down exterior of container, empty trash receptacles and replace bags daily	A, B		
Bathrooms	Walls	A. Wipe down walls B. Remove cobwebs		A, B	

**Contractor may need to service either Saturday night after 9:00 PM or before 7:00 AM on Sunday morning if there is an event that is held on the weekend. Prior notification will be provided by Project Manager.*

Docusign Envelope ID: 7E89DACC-5F2D-479A-A0C2-C58B7BC97B17

EXHIBIT A
SCOPE OF WORK

13a-13c. PARKING GARAGES

Services are for the Livermore Valley Parking Garage, I St Garage, and L St Garage.
Cleaning Days: Monday through Friday
Service Start Time: Anytime

Area	Item	Work Description	Daily	Weekly	Monthly
Elevators	Elevator	A. Sweep, remove litter, wet mop, spot clean glass/interior walls, push buttons B. Wipe down handrails C. Wipe down metal areas of the elevator exterior on each landing	A, B	C	
Stairwells	Stairs and Landings	A. Remove litter, sweep up broken glass and debris	A		
Each Floor of Garages	Parking Areas	A. Remove all litter from the entire parking area of each floor	A		
Each Floor of Garages	Trash Cans	A. Empty and reline each trash can located in various areas and on each elevator landing	A		

Docusign Envelope ID: 7E89DACC-5F2D-479A-A0C2-C58B7BC97B17

EXHIBIT A
SCOPE OF WORK

14. WATER RESOURCES BUILDINGS

Cleaning Days: Monday through Friday
Service Start Time: Anytime after 5:00 PM
MUST MOP ALL HARD FLOORS WITH HOT WATER

Area	Item	Work Description	Daily	Weekly	Monthly
Bathrooms, Locker Room Area	Floors	A. Sweep and HOT MOP	A		
Bathroom	Waterless Urinal	A. Clean waterless urinal with special cleaner as per manufacture procedures	A		
Bathrooms, Locker Room Area	Sinks, Toilets, Urinals, Plumbing fixtures, Mirrors, Countertops	A. Clean and disinfect, clean mirrors to be streak free	A		
Bathrooms, Locker Room Area	Showers	A. Clean and disinfect floors, walls, shower fixtures	A		
Bathrooms, Locker Room Area	Door Handles	A. Clean and disinfect	A		
Bathrooms, Locker Room Area	Toiletries and Trash	A. Stock toilet paper, paper towel rolls, soap, sanitary napkins (if applicable) B. Empty sanitary napkin containers and wipe down exterior of container, empty trash receptacles and replace bags daily	A, B		
Bathrooms, Locker Room Area	Walls and Light Switches	A. Wipe, disinfect light switches B. Remove cobwebs and wipe down walls	A	B	

Docusign Envelope ID: 7E89DACC-5F2D-479A-A0C2-C58B7BC97B17

EXHIBIT A
SCOPE OF WORK

14. WATER RESOURCES BUILDINGS (continued)

Area	Item	Work Description	Daily	Weekly	Monthly
Offices, Public Areas	Interior office doors and the windows on either side of the door	A. Spot clean glass B. Wipe down metal door trim surfaces, door handles, remove cobwebs	A	B	
Offices, Public Areas	Furniture (excluding employee desks and desk chairs)	A. Wipe down arms of public area chairs and wipe surfaces of meeting tables B. Wipe down non-fabric public furniture.		A	B
Offices, Public Areas	Trash	A. Empty bins into appropriate trash, recycle, and organics containers. Replace trash and organics bags if torn or soiled	A		
Offices, Public Areas	Light Switches	A. Wipe and disinfect		A	
Offices, Public Areas	Dusting	A. Dust plants, interior window ledges, cubicle top plates, HVAC air vents			A
Offices, Public Areas	Interior Windowsills in common areas below eight feet high	A. Wipe surfaces and remove cobwebs			A
Meeting Rooms/Lunch-Rooms/ Kitchens	Tables/Counter tops/Sink	A. Wipe down table surfaces, clean sink and counter tops B. Wipe down chairs	A	B	
Offices, Public Areas	Floors	A. Sweep and HOT MOP hard floors, vacuum carpeted floors	A		

Docusign Envelope ID: 7E89DACC-5F2D-479A-A0C2-C58B7BC97B17

EXHIBIT A
SCOPE OF WORK

14. WATER RESOURCES BUILDINGS (continued)

Area	Item	Work Description	Daily	Weekly	Monthly
Exterior of Building	Exterior Windows on Ground Floor below eight feet tall	A. Remove cobwebs			A
Elevator	Floor, Buttons, Handrails	A. Wipe down and disinfect button and handrails B. Vacuum carpeted flooring	A, B		

Docusign Envelope ID: 7E89DACC-5F2D-479A-A0C2-C58B7BC97B17

EXHIBIT A
SCOPE OF WORK

DAY PORTER TIMETABLE, LOCATION, AND DUTIES

Times are approximate.

Time	Location	Duties
8:00am-11:00am	All Parking Garages and Bankhead Plaza Bathrooms	**Garages**- Empty garbage cans, pick up litter on each floor, clean elevators. **Bankhead Bathrooms**- Check toiletries, mop floors, empty garbage cans, clean counters, toilets, urinal, plumbing fixtures, wipe down door handles, wipe down mirrors.
11:30am-Noon	Maintenance Service Center	**Admin building/Fleet Shop Bathrooms**- Check toiletries, soap, and empty garbage cans if needed, only in bathrooms. **Fuel Island**- Change out water to window cleaning container, check stock of paper towel dispenser on fuel island, empty trash can. **Fuel Island bathrooms**- Check stock of toiletries/soap, empty trash if needed.
12:30pm-1:30pm	City Hall	Check bathrooms for stock of toiletries, soap, empty bathroom garbage cans if needed. Check exterior garbage cans and empty if full. Pick up litter around building once a week. Spot clean all entry doors and windows.
1:30pm-2:30pm	Police Department	Check all bathrooms for toiletries, soap, and empty garbage containers as needed. Empty garbage can outside the main entry if needed and wipe down exterior water fountain bowl.
2:30pm-4:30pm	Civic Center Library	Check all bathrooms for toiletries, empty garbage if needed, check soap dispensers, mop floors and clean toilets/urinals daily. Spot clean entrance doors, pick up litter around designated building perimeter each day. Empty exterior garbage containers daily.

Docusign Envelope ID: 7E89DACC-5F2D-479A-A0C2-C58B7BC97B17

EXHIBIT A
SCOPE OF WORK

PAPER PURCHASING REQUIREMENTS

All paper products purchased by Contractor to perform the services of this Agreement must comply with California's SB 1383 Paper Purchasing Requirements. They must meet (or exceed) the following post-consumer recycled-content (PCRC) standards:

- Toilet tissue shall contain at least 45% PCRC
- Paper towels shall contain at least 40% PCRC
- Toilet seat covers shall contain at least 20% PCRC
- Facial tissue shall contain at least 10% PCRC

Contractor shall provide electronic usage reports to the Project Manager for paper products on a quarterly basis and upon the request of the Project Manager. These reports shall be submitted in a Microsoft Excel electronic file.

CITY OBSERVED HOLIDAYS

- New Years Eve
- New Years Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Fourth of July
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day

On City observed holidays, only the following buildings/areas will still need to be serviced:

- Police Department- Clean first floor and bathrooms on second floor only. The only days the Police Department will not need janitorial service is Christmas Day and New Years Day.

- Fuel Island at the Maintenance Service Center- Clean and restock bathrooms on any holiday observed on a Monday. If the holiday is observed on any other day, the service can be provided the next business day.

Docusign Envelope ID: 7E89DACC-5F2D-479A-A0C2-C58B7BC97B17

EXHIBIT B
FEE SCHEDULE

Contractor shall be compensated for the services identified in Exhibit A to this Agreement as follows:

1. **Maximum Not to Exceed amount**.

A. The maximum Contractor shall be paid on this Agreement is the not-to-exceed amount set forth in Paragraph 15(a) of the Agreement, which is $3,300,000.00 (”not-to-exceed amount”). The not-to-exceed amount includes all payments to be made pursuant to this Agreement, including City-approved reimbursable expenses, if any. Nothing in this Agreement requires City to pay for work not identified in Exhibit A.

B. Standard Reimbursable Items: Contractor shall only be compensated for the reimbursable expenses identified in Exhibit B, which may include items listed in subsection (1) of this Paragraph B of Exhibit B but shall expressly exclude items listed below in Section (1)(C) of this Exhibit B. Reimbursable expenses will be reimbursed without markup. Reimbursable expenses shall not exceed the amount set forth in Section (1)(A) of this Exhibit B and a copy of the original invoice(s) for the items listed below in subsection (1) of this Paragraph B shall be attached to invoices submitted to City for reimbursement. Payments shall be based upon work performed by Contractor for City. Additionally, items such as telephone, fax, postage, or freight are already included in the monthly pricing rate and are not separately reimbursable. Contractor shall be reimbursed its direct expenses, which are the actual cost of the items that are reasonable, necessary, and actually incurred by Contractor in performing the Services.

1. City shall compensate Contractor for consumables including, but not limited to bathroom paper products, hand soap, floor cleaning solution, liners for refuse receptacles, air freshener, and floor cleaning solution (“Consumables”).

C. Items Ineligible for Reimbursement: The items listed below are not eligible for reimbursement:

1. Travel time, procurement time, or disposal time, which is already included in the rates set forth in the table attached hereto and made a part of this Exhibit B.

2. Any purchase or rental of equipment, tools, software, or electronic applications to complete tasks in Exhibit A.

3. Hourly labor in addition to the monthly pricing unless both the type of hourly rate and number of hours to be worked are approved by Project Manager in writing in advance.

Docusign Envelope ID: 7E89DACC-5F2D-479A-A0C2-C58B7BC97B17

EXHIBIT B
FEE SCHEDULE

4. Markup of Consumables.

5. Markup added to the actual cost of expenses, fees, or charges for printing, reproduction, or binding of documents.

6. Markup added to the actual costs of any filing fees, permit fees, or other fees paid or advanced by Contractor.

D. Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. City will pay Contractor based on invoices for acceptable work performed until the not-to-exceed amount is reached. Thereafter, Contractor must complete the Services based on the Agreement without additional compensation unless there is a material change to the Scope of Work by a written amendment executed pursuant to Paragraph 36 of this Agreement.

2. **Pricing**

A. City shall compensate Contractor for the services according to the rates included in the table attached to and made part of this Exhibit B.

1. Starting on January 1, 2027, the monthly pricing, day porter rates, and hourly labor rates specified in Exhibit B shall be increased once every twelve months; the monthly pricing, day porter rates, and hourly labor rates shall be increased by three percent (3%) or the percentage increase in the Consumer Price Index for all Urban Consumers ("CPI-U") in the San Francisco-Oakland-Hayward, California area from the prior calendar year's CPI-U rate in October, whichever is greater. The monthly pricing, day porter rates, and hourly labor rates outlined in the table attached hereto in Exhibit B are valid through December 31, 2026.

B. City shall compensate Contractor for Consumables based on actual usage. City will only compensate Contractor for Consumables used for services performed solely in the City to provide services based on this Agreement. The Consumables invoiced must match the quarterly Consumables usage reports.

3. **Invoices**

Contractor shall submit one invoice with monthly pricing and itemized Consumables and materials once per month for its work performed including the location of the work and where the Consumables were used for billing purposes. A price sheet for the Consumables shall also be included in each invoice. Invoices shall be delivered via email to maintenance-request@livermoreca.gov.

Docusign Envelope ID: 7E89DACC-5F2D-479A-A0C2-C58B7BC97B17

EXHIBIT B
FEE SCHEDULE

Contractor shall provide receipts for Consumables and materials only upon request by the Project Manager. If said receipts are requested, Contractor must provide said receipts to be eligible for payment on those Consumables and materials costs.

Contractor shall itemize taxable Consumables and materials on invoices separately from the monthly pricing. Any invoices including hourly rates shall specify the applicable hourly rate(s) and the location of the facility(ies) where the additional work occurred.

Docusign Envelope ID: 7E89DACC-5F2D-479A-A0C2-C58B7BC97B17

EXHIBIT B
FEE SCHEDULE

MONTHLY PRICING FOR EACH BUILDING

	Location	Approx Square Footage	Monthly Price
1	Airport - (6) Hangar Bathrooms	~400	$1,100.00
2	Airport Terminal	3,900	$1,900.00
3	City Hall	53,128	$5,844.00
4	Civic Center Meeting Hall	21,910	$2,410.00
5	Library-Civic Center	52,715	$7,985.00
6	Library-Rincon	4,200	$975.00
7	Library-Springtown	2,392	$775.00
8	Police Station	34,876	$7,905.00
9	Multi-Service Center	10,000	$1,800.00
10	Maintenance Service Center	8,126	$875.00
11	Fire Station 6 Meeting Room & Bathroom	1,024	$375.00
12	Bankhead Plaza Public Restrooms	300	$1,100.00
13	Parking Garages – (3)	186,800	Rate included in Day Porter pricing
14	Water Resources Buildings	15,207	$2,500.00
	Day Porter	N/A	$5,404.00

Docusign Envelope ID: 7E89DACC-5F2D-479A-A0C2-C58B7BC97B17

EXHIBIT B
FEE SCHEDULE

HOURLY LABOR PRICING

Any additional work completed outside of the regular tasks as described in Exhibit A shall be compensated at the below rates.

Hourly Labor	Rate
Hourly Rate for Special Events. *Example: Airport Open House on 4th of July/Bankhead Plaza Public Bathrooms during weekend long events*	$31.75 (minimum 3-hour charge)
Holiday Janitorial Rate. Example: Clean Fuel Island Bathrooms, and Police Department	$42.90
Hourly Rate for On-Call Clean Up Vomit/Feces inside City of Livermore Buildings	$42.90 (minimum 3-hour charge)
Regular Hourly Rate for possible Misc. Tasks During Business Hours	$31.75

Docusign Envelope ID: 7E89DACC-5F2D-479A-A0C2-C58B7BC97B17

EXHIBIT C

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products and completed operations, as applicable:
   $3,000,000 per occurrence/**$6,000,000** 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."

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

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

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

Verification of Coverage

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

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.11**

DATE: October 13, 2025

TO: Honorable Mayor and City Council

FROM: Carl Brown, Public Works Director

SUBJECT: Resolution awarding and authorizing the execution of an agreement with Mission Critical Specialists, Inc. to replace the uninterruptible power supply at City Hall, Police Station, and Civic Center Library in an amount not-to-exceed $300,000 for a one-year term ending October 31, 2026.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution awarding and authorizing execution of an agreement with Mission Critical Specialists, Inc. to replace the uninterruptible power supply at City Hall, Police Station, and Civic Center Library in an amount not-to-exceed $300,000 for a one-year term ending October 31, 2026.

DECISION TYPE

Administrative

SUMMARY

On July 8, 2025, City staff issued a Request for Proposal to replace the uninterruptible power supply at City Hall, Police Station, and the Civic Center Library. The project is Capital Improvement Project BL 202125. One service provider responded. Staff have completed their review of the proposal received and is recommending Mission Critical Specialists, Inc.

DISCUSSION

The Maintenance Division of the Public Works Department is tasked with providing uninterruptible power supply (UPS) units to City Hall, the Police Department, and the Civic Center Library. The UPS utilizes a battery backup as a power source for important computer hardware components in the event power is lost. The current UPS system is more than 18 years old and beyond the useful life of the equipment. The City has an existing agreement for maintenance and repair of the current UPS with Mission Critical Specialists, Inc. which was the only company that submitted a proposal to the City.

The service provider selection process included an initial review of the proposals, reference checks, and interviews. The criteria used for evaluation included:

- The ability, capacity, and skill of the proposer to provide the required services;
- The character, integrity, reputation, judgment, and efficiency of the proposer; and,
- Ability of the proposer to provide services and materials in a timely manner.

Mission Critical Specialists, Inc. was the sole bid received and represents the best value bid as they have a history of reliability, responsiveness, and expertise to complete the scope of work.

Staff recommends the City accept the bid from Mission Critical Specialists, Inc. and initiate a new agreement beginning on November 1, 2025 through October 31, 2026.

FISCAL AND ADMINISTRATIVE IMPACTS

The cost of this contract is $300,000 which is allocated in the Capital Improvement Project BL 202125 and fully funded in FY 2025-26.

COMMUNITY PILLARS

5: A City That Works

GOAL

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

ATTACHMENTS

1. Resolution
2. Exhibit A - Agreement

Prepared by: Marisa Gan
Management Analyst II

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AWARDING AN AGREEMENT TO MISSION CRITICAL SPECIALISTS, INC. FOR REPLACEMENT OF THE UNINTERRUPTIBLE POWER SUPPLY SYSTEMS AT CITY HALL, THE POLICE DEPARTMENT, AND THE CIVIC CENTER LIBRARY IN AN AMOUNT NOT-TO-EXCEED $300,000 FOR A ONE-YEAR TERM

(UPS Replacements at Civic Center – Project BL202125)

The Maintenance Division of the Public Works Department is tasked with providing uninterruptible power supply ("UPS") units to City Hall, the Police Department, and the Civic Center Library. The current UPS system is more than eighteen years old and has exceeded its useful life.

The City of Livermore issued a Request for Proposals for the replacement of the UPS units at City Hall, the Police Department, and the Civic Center Library. One proposal was submitted by Mission Critical Specialists, Inc., which is the best value and only bidder for the project.

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

1. Awards to Mission Critical Specialists, Inc., the agreement, attached hereto as Exhibit A, for replacement of the UPS units at City Hall, the Police Department, and the Civic Center Library, in an amount not-to-exceed $300,000 for a one-year term.

2. Authorizes the City Manager, or her designee, to execute an agreement with Mission Critical Specialists, Inc., attached hereto as Exhibit A, for replacement of the UPS units at City Hall, the Police Department, and the Civic Center Library, in an amount not-to-exceed $300,000 for a one-year term.

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

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 13, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

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

Exhibit A – Agreement with Mission Critical Specialists, Inc.

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25-0522

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this day of , 20 , by and between the City of Livermore ("City"), a municipal corporation, and Mission Critical Specialists, Inc. ("Contractor"), a California corporation.

RECITALS

City requires services to replace the uninterruptible power supply at City Hall, the Police Station, and the Civic Center Library.

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

2. Relationship of Parties – Independent Contractors.

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

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

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

(d) Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall not incur or have the power

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to incur any debt, obligation, or liability whatsoever against City, and shall have no authority, express or implied, to bind City to any obligation whatsoever.

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

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

(a) Coordinate the Services with Jason Calkins, Public Works Supervisor - Maintenance ("Project Manager"), or such other person designated as the Project Manager by City;

(b) At all times faithfully, competently, and diligently perform the Services to the best of its ability, experience, and talent in a courteous manner commensurate with industry, trade, and community standards. Consultant shall follow the highest industry standards when performing the Services required hereunder and covenants that all goods, materials, and equipment will be both of good quality as well as fit for the purpose intended. For the purposes of this Agreement the phrase "highest industry standards" means those standards recognized by one or more first-class contractors performing similar Services under similar circumstances within City's region;

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

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

(e) Provide all facilities, goods, materials, and equipment that may be necessary for Contractor's personnel to provide the Services;

(f) Obtain and keep in effect during the term of this Agreement all necessary licenses, permits, qualifications, insurance, and approvals legally required and required by trade, craft, or classification for Contractor to provide the Services, including obtaining a business license from the City of Livermore, and keep them all in effect for the term of this Agreement;

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

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

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

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

(k) Keep and maintain invoices and records related to the Services in an organized manner. At a minimum, the records must be kept for at least three years from the date of City's final payment to 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 to take possession, then Contractor and City shall coordinate delivery of the invoices and records to City in the most efficient manner possible;

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

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

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

(o) Comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA, when providing the Services.

5. Taxes, Fees and Assessments. Contractor is solely responsible for the payment of any taxes, fees, assessments, and other charges, including penalties and interest, that may be imposed by law and arise from or incurred by Contractor's performance of the Services. Contractor shall defend, indemnify, and hold harmless the Indemnified Parties defined in Section 20 below against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against Contractor. The

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indemnity in this Section 5 are in addition to and do not in any way limit Contractor's obligations in Section 20 below

6. Prevailing Wages.

(a) Contractor is aware of the requirements of Chapter 1 of Part 7 of Division 2 of the California Labor Code and applicable regulations (collectively "Prevailing Wage Laws") that require the payment of prevailing wage rates (§§ 1771, 1774, and 1775), employment of apprentices (§§ 1777.5 and 1775.6), certified payroll records (§ 1776), hours of labor (§§ 1813 and 1815), registration and debarment of contractors and subcontractors (§ 1777.1), and the performance of other requirements on public works and maintenance projects as defined the Prevailing Wage Laws.

(b) The prevailing wage rates for crafts, classifications, and types of workers are available online at http://www.dir.ca.gov/DLSR, and Contractor is responsible for determining whether the workers are entitled to the payment of prevailing wages and Contractor must pay no less than the specified rates to all entitled workers performing the Services. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half.

(c) Contractor shall ensure that all work for compensation is taken in compliance with the requirements of the Prevailing Wage Laws including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and prevailing wages.

(d) 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.

(e) Work on public works and maintenance projects as defined by the Prevailing Wage Laws is subject to compliance monitoring and enforcement by the California Department of Industrial Relations pursuant to California Labor Code section 1771.4. No contractor may be awarded a contract for public works and maintenance projects as defined by the Prevailing Wage Laws unless currently registered with the California Department of Industrial Relations pursuant to California Labor Code section 1725.5.

(f) Contractor agrees to indemnify, defend, and hold City harmless from any claim that prevailing wages should have been paid, and Contractor shall be liable for the payment of the same and penalties thereon. It is Contractor's responsibility to be familiar with the California Labor Code and the Prevailing Wages Laws, and failure or neglect of Contractor to understand the California Labor Code shall and Prevailing Wage Laws in no way relieve Contractor from any obligations thereunder or under this Agreement.

(g) Contractor acknowledges that failure to pay prevailing wages to an entitled worker performing the Services may result in the Contractor being ineligible to contract with City.

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7. Familiarity with Services. Contractor represents that it: (i) has thoroughly investigated and considered the Services to be performed; (ii) has carefully considered how the Services should be performed; and, (iii) fully understands the facilities, difficulties, and restrictions associated with performing the Services. If Services involve work on City property, Contractor further represents that it has investigated the property and is fully acquainted with its condition. If Contractor discovers any latent or unknown conditions that materially affect performance of the Services, then Contractor shall immediately notify City of such discovery and shall not proceed with the Services except at Contractor's risk until Contractor receives written instructions from the Project Manager.

8. Service Warranties.

(a) Contractor warrants that it possesses all capital and other equipment, labor, goods, materials, supplies, and licenses necessary to carry out and complete the Services in compliance with any and all federal, state, county, and city laws, ordinances, and regulations.

(b) Contractor warrants, in addition to all warranties provided or implied by law or public policy, that all Services (including but not limited to all goods, materials, and equipment supplied by the Services) shall be free from defects in design and workmanship. During the term of this Agreement and for one year following its completion, expiration, or termination, Contractor agrees to replace or repair any Services (including but not limited to all goods, materials, and equipment supplied by the Services) that fail due to defects in material or workmanship, which replacement or repair shall be completed by Contractor within 30 days of notice of the failure by City.

9. Safety Provisions. Contractor shall conform to the rules and regulations pertaining to safety established by Occupational Safety & Health Administration (OSHA) and the California Division of Industrial Safety.

10. Preservation of City Property. Contractor shall provide, install, and utilize suitable safeguards, approved by City, to protect City property from injury or damage when providing the Services. If City property is injured or damaged as a result of Contractor's Services, then the Contractor shall, at its own cost and expense, replace or restore that property to a condition as good as when Contractor began providing the Services, which work shall be completed within a reasonable time. In all situations arising out of this Agreement, City and Contractor shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

11. Inspection. Contractor shall furnish City every reasonable opportunity for City to ascertain that the Services by Contractor are being performed in accordance with the requirements and intentions of this Agreement. All work performed and all goods, materials, and equipment provided shall be subject to City inspection and approval. City inspection of such work, goods, materials, and equipment shall not relieve Contractor of any of its obligations to fulfill the requirements in this Agreement.

12. Audit. In addition to the requirements in Section 4(k) above, Contractor shall maintain, in accordance with generally accepted accounting principles, complete and accurate records of all activities and operations relating to this Agreement. Records, including but not limited to, timecards, employment records, work progress reports, reimbursements, invoices, project records, proprietary data and information, as well as

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licensed software and any electronic records shall be kept for a period of three years after the date of final payment to Contractor. Contractor agrees that City, or its authorized representative, shall have the right to examine, audit, excerpt, copy, or transcribe any of Contractor's records pertaining to this Agreement at any time during normal business hours. Contractor shall reimburse City for all reasonable costs of the audit, including travel time and auditor costs, should such audit reveal an overcharge of five (5) percent or more. Any overcharge will be considered a breach of this Agreement and could result in cause for termination.

13. Term. The term of this Agreement commences on November 1, 2025, and terminates upon the completion of the Services or October, 31, 2026, whichever occurs first.

14. 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 Contractor shall then assemble the work on the Services for delivery to City on the termination date. All compensation for Services performed prior to the termination date shall be payable to Contractor in accordance with and subject to Section 15.

15. Compensation and Payment.

(a) The total compensation payable by City to Contractor for the Services **SHALL NOT EXCEED** the sum of $300,000.00 ("not-to-exceed amount").

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

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

(d) 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.

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

16. Ownership.

(a) Contractor shall bear the risk of loss or damage to any goods, materials, or equipment associated with the Services until delivered to and accepted by City.

(b) 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.

(c) All goods, materials, and equipment purchased for or produced as a result of the Services, including all warranties therefore, are City's property and Contractor shall deliver them to City upon demand.

17. Intellectual Property, 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.

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

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

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(a) Modification for Construction Contracts. To the extent this Agreement is a "construction contract" covered by California Civil Code section 2782, then Contractor'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 Contractor'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).

20. Insurance. Without limiting Contractor's indemnification of the Indemnified Parties, Contractor shall procure and maintain at its own expense during the term of this Agreement policies of insurance in the amounts and under the terms set forth in Exhibit C *Insurance Requirements* against claims and Liability that may arise from or in connection with this Agreement and performance of the Services. Upon reasonable written notice, 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.

21. Force Majeure; Service Delays. Should Contractor's performance of the Services be obstructed or delayed due to changes in the Services by City, by any default, act, or omission of City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain goods, materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then Contractor's time for performance may, at City's sole discretion, be extended for such periods as may be agreed upon by City and Contractor. Nothing in this section restricts City's authority in Section 14 to terminate this Agreement.

22. 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.

23. 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.

24. 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 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 twelve-month period prior to the execution of this Agreement, and that it shall not negotiate, offer or accept any contract for services from that party during the term of this Agreement.

25. Economic Disclosure. Contractor shall comply with City's local conflict of interest code implementing the California Political Reform Act and shall prepare and file

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an economic disclosure statement if the Services involve making, or participation in making, governmental decisions or financial decisions by City that may have a material effect on Contractor's financial interests. While it is Contractor's sole responsibility to evaluate its conflicts of interest, Contractor nevertheless agrees to prepare and file an economic disclosure statement if requested by City.

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

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

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

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

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

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

31. No Subcontracting and No Assignment. Contractor's unique personal competence, experience, specialized personal knowledge, trade skills, and reputation were a substantial inducement to City for the award of this Agreement to Contractor,

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therefore no part of the Services may be assigned or subcontracted without City's prior written consent. For the purposes of this section, a change of fifty percent or more in the ownership or control of Contractor constitutes an assignment.

32. 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, Contractor must present a written claim to City in accordance with Livermore Municipal Code Chapter 3.40 *Claims Administration.*

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

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

35. Construction of Language.

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

(b) For the purposes of this Agreement, the terms "writing" and "written" includes electronic documents and communication via email, but not when those terms are used in Sections 14, 20, 31, and 35 through 38 for notices, consent, or modifications. For the notices, consent, and modifications in Sections 14, 20, 31, and 35 through 38 the terms "writing" and "written" means either a physically tangible document or an electronic document that satisfies the requirements in Livermore Municipal Code Section 2.64 Electronic Signatures

36. 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.

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

TO CITY: Attention: Jason Calkins
City of Livermore / Public Works
3500 Robertson Park Road
Livermore, CA, 94550

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

TO CONTRACTOR: Attention: Matt Rey
Mission Critical Specialists, Inc.
6080 Enterprise Drive
Diamond Springs, CA, 95619
United States

Email: mrey@mcsups.com

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

39. 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.

40. Survival. The terms, conditions, and obligations in Sections 2, 5, 6, 8, 11, 12, 16 through 19, 31, 32, 35, and 38 through 41 shall survive the completion or termination of this Agreement.

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

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

Docusign Envelope ID: 65C328E7-FE1E-4C58-8E67-826E54A17DFA

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

****

Signatures and Exhibit List on the Next Page

Docusign Envelope ID: 65C328E7-FE1E-4C58-8E67-826E54A17DFA

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement, effective on the date set forth in the first paragraph of this Agreement, which is the date that this Agreement was signed on behalf of the City after it was signed by Contractor.

CONTRACTOR: **Dated:**

Signed by:
Dawn Gallagher
120CB206DE84402...

9/25/2025 | 4:00 PM PDT

Dawn Gallagher
President

CITY OF LIVERMORE: **Dated:**

_____

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

Signed by:
Molly A. O'Toole
8C094721F53540E...

Deputy/Assistant/Senior Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
A5F7D34BB6A748A...

Risk Manager/Analyst

Exhibits:

Exhibit A – *Scope of Work*
Exhibit B – *Fee Schedule*
Exhibit C – *Insurance Requirements*
Exhibit D – *DIR Compliance Certification*

Docusign Envelope ID: 65C328E7-FE1E-4C58-8E67-826E54A17DFA

EXHIBIT A
SCOPE OF WORK

Mission Critical Specialists, Inc. ("Contractor") shall provide all necessary labor, equipment, vehicles, supplies, parts, and materials to provide the following summary of services in the City of Livermore, as detailed in more particularly in Exhibit B:

1. Replacement of the existing uninterruptible power supply ("UPS") at three City facilities: City Hall, Police Station, and Civic Center Library;
2. Provide system design, method of procedure, drawings, plan check, City permit, and project management for the UPS replacement project;
3. Receive, offload, uncrate, and assemble the replacement equipment;
4. Provide startup services for the new UPS system; and,
5. Properly dispose of old equipment.

Terms of Work

1. This agreement does not obligate City to any particular amount of work to be completed by Contractor.
2. Contractor shall follow all applicable safety and environmental rules and regulations.
3. City reserves the right to halt work at any time for noncompliance with this agreement, or unsafe work conditions or practices.
4. Contractor shall keep worksites reasonably clear of debris and protect the safety of the public and City employees at all times. Contractor shall promptly remove all materials from each job site upon completion of the work.
5. Contractor shall provide City with prompt notification of any deficiencies found during site visits.
6. Contractor shall perform replacement work as required by City.
7. Contractor staff assigned to perform work at the Police Department location shall submit to and pass a background check.
8. All employees of Contractor shall wear uniforms or badges clearly identifying them as employees of Contractor while on City premises for the purpose of completing work.
9. Contractor shall not perform any repair work without prior written authorization from the Project Manager.

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EXHIBIT B
FEE SCHEDULE

Contractor shall be compensated for the Services identified in Exhibit A to this Agreement as follows:

1. **Maximum Not-To-Exceed Amount.**

A. The maximum Contractor shall be paid on this Agreement is the not-to-exceed amount set forth in Paragraph 15(a) of the Agreement, which is $300,000 ("not-to-exceed amount"). The not-to-exceed amount includes all payments to be made pursuant to this Agreement, including City-approved reimbursable expenses, if any. Nothing in this Agreement requires City to pay for work not identified in Exhibit A.

B. Standard Reimbursable Items: Contractor shall only be compensated for the reimbursable expenses identified in Exhibit B, which shall expressly exclude items listed below in Section 1(C) of this Exhibit B. Reimbursable expenses will be reimbursed without markup. Reimbursable expenses shall not exceed the amount set forth in Section (1)(A) of this Exhibit B. Payments shall be based upon work performed by Contractor for City and accepted by the Project Manager. Additionally, items such as telephone, fax, postage or freight are already included in the pricing for the Services and are not separately reimbursable. Contractor shall be reimbursed its direct expenses, which are the actual cost of the items that are reasonable, necessary, and actually utilized by Contractor in performing the Services.

C. Items Ineligible for Reimbursement: The items listed below are not eligible for reimbursement:

(i) Any purchase or rental of, or for the time to procure, equipment, tools, software, or electronic applications to complete tasks in Exhibit A.

(ii) Contractor's travel time or travel expenses.

(iii) Markup of: (a) any parts and materials costs; (b) expenses, fees, or charges for printing, reproduction, or binding of documents; or (c) any filing fees, permit fees, or other fees paid or advanced by the Contractor.

D. Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. City will pay Contractor based on invoices for acceptable work performed and approved until the not-to-exceed amount is reached. Thereafter, Contractor must complete the Services based on the Agreement without additional compensation unless there is a material change to the Scope of Work by a written amendment executed pursuant to Paragraph 36 of the Agreement.

Docusign Envelope ID: 65C328E7-FE1E-4C58-8E67-826E54A17DFA

EXHIBIT B
FEE SCHEDULE

E. If the Services are completed before the not-to-exceed amount is reached, Contractor's compensation will be based on Contractor's invoices previously submitted for acceptable work performed and approved by the Project Manager.

2. Pricing

A. City shall compensate Contractor for the Services according to the rates included in the following pages attached to and made part of this Exhibit B.

B. Compensation shall be granted as approved by the Project Manager. Contractor shall not exceed published pricing as included in this Agreement unless authorized by the Project Manager in writing prior to the procurement of materials or the commencement of the task.

C. Contractor shall only bill for work after completion.

3. Invoices

Contractor shall provide invoices that include breakdown of costs including labor hourly rate, number of labor hours, date(s) of service, parts base cost for each part, and sales tax, if any.

Invoices shall be delivered via email to:
maintenance-request@livermoreca.gov.

Contractor shall provide receipts for parts, materials, and disposal costs only upon request by the Project Manager or administrative staff. If said receipts are requested, Contractor must provide said receipts to be eligible for payment on the labor or those parts, materials, or disposal costs. Contractor shall itemize taxable parts and materials on invoices.

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MISSION CRITICAL SPECIALISTS

ALWAYS ON

EXHIBIT B

QUOTE # PQ03672

PREPARED FOR	PREPARED BY
Jason Calkins	Dan Gallagher
City of Livermore	July 31, 2025
1110 S. Livermore Ave Livermore, CA 94550	UPS Replacement – Police

Mission Critical Specialists, Inc. (MCS) is pleased to provide you with the following quotation to replace the aged, end-of-life 30kVA redundant UPS system supporting critical loads at the police department with a new 30kVA redundant UPS system. Equipment description and scope of work referenced below:

EQUIPMENT

MCS will furnish the following equipment to the Livermore Police Department:

MANUFACTURE	DESCRIPTION	QUANTITY
Riello	30KVA30kW 208V Input / Output UPS Module	2
Riello	UPS 208V / 208V Paralleling Bypass Cabinet	1
Riello	Internal Battery with 8-Minutes of Runtime	2

SYSTEM OVERVIEW

The existing uninterruptible power supply system consists of a redundant 30kVA/24kW Liebert UPS system with two UPS modules each with a single string of VRLA batteries connected to an output cabinet feeding the critical load. The 2011 system is one year from its' end-of-life as parts are becoming increasingly difficult to obtain as this unit is no longer in production.

SCOPE OF WORK

The scope of this project is to replace the UPS system with redundant Riello 30kVA30kW UPS modules, battery systems and a paralleling / bypass cabinet.

MCS will provide system design, method of procedure, drawings, plan check, city permit, onsite labor and project management for the UPS replacement project. Detailed Scope of work referenced below:

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MISSION CRITICAL SPECIALISTS

ALWAYS ON

MCS will receive, off-load, uncrate and assemble the replacement equipment for the UPS replacement project.

- Provide detailed MOP and script for UPS replacement project
- Provide equipment layout and single line diagram of new system
- Provide UPS technical support services
  - Provide Liebert UPS transfer activities
  - UPS system shutdown
- During an approved window, shutdown the existing UPS systems and their associated battery systems
- Disconnect and remove UPS input feeders from panel “UPS-1”
- Remove UPS output feeders from UPS paralleling cabinet
- Disconnect and remove DC feeders from UPS to battery cabinet
- Remove feeders from parallel cabinet to load
- Remove UPS modules, parallel and battery cabinets from room
- Provide rigging and installation of the following equipment:
  - (Qty-2) UPS modules
  - (Qty-2) Battery cabinets
  - (Qty-1) paralleling / bypass cabinet
- Provide conduit and cabling from new UPS-1 to panel “UPS-1”
- Provide conduit and cabling from panel “UPS-1” to UPS-2
- Provide conduit and cabling from new UPS-1 and 2 output to new paralleling / bypass cabinet
- Intercept existing load conductors and connect to new paralleling cabinet
- Provide startup services of new UPS system
- Transfer critical load onto new UPS system
- Dispose of all old equipment from site

COST

Engineering, Design & Drawings	$ 4,240.00
Plan Check & Permits	$ 2,700.00
UPS Modules, Battery Cabinets & Paralleling Cabinet	$ 60,280.00
Off-Loading & Un-crating	$ 2,580.00
UPS Transfers & Shutdown	$ 1,290.00
Rental Equipment	$ 2,165.00
Disconnect & Removal of Existing UPS System	$ 5,160.00
Rigging & Installation Services	$ 4,840.00
Electrical Material	$ 7,425.00
Electrical Labor	$ 7,740.00
Start-up Services	$ 6,200.00

530.621.4785
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Logistics & Coordination	$ 5,230.00
Disposal	$ 1,250.00
Estimated Sales Tax 10.25%	$6,939.76
Estimated Freight	$2,700.00

Notations: Based on off-hours window.

Total Cost: $ 120,739.76

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MISSION CRITICAL SPECIALISTS

ALWAYS ON

EXHIBIT B

QUOTE # PQ03674

PREPARED FOR	PREPARED BY
Jason Calkins	Dan Gallagher
City of Livermore	July 31, 2025
1052 S. Livermore Ave Livermore, CA 94550	UPS Replacement – City Hall

Mission Critical Specialists, Inc. (MCS) is pleased to provide you with the following quotation to replace the aged, end-of-life 50kVA/40kW Mitsubishi UPS system supporting critical load at City Hall. This system is 24 years old, 9 years past the design life of the system, parts are no longer available for this UPS.

EQUIPMENT

MCS will furnish the following equipment to the Livermore City Hall:

MANUFACTURE	DESCRIPTION	QUANTITY
Riello	50KVA50kW 208V Input / Output UPS Module	1
Riello	480V / 208V External Maintenance Bypass Cabinet	1
Riello	Battery Cabinet with 8-Minutes of Runtime	1

SYSTEM OVERVIEW

The existing uninterruptible power supply system consists of a 24-year-old 50kVA/40kW Mitsubishi UPS system with a single string of VRLA batteries and step-down transformer.

SCOPE OF WORK

The scope of this project is to replace the UPS system with a single module Riello 50kVA50kW UPS module, battery cabinet and a bypass cabinet with a 480/208V step-down transformer. MCS will provide system design, method of procedure, drawings, plan check, city permit, onsite labor and project management for the UPS replacement project. Detailed Scope of work referenced below:

MCS will receive, off-load, uncrate and assemble the replacement equipment for the UPS replacement project.

- Provide detailed MOP and script for UPS replacement project
- Provide equipment layout and single line diagram of new system
- Provide UPS technical support services

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MISSION CRITICAL SPECIALISTS

ALWAYS ON

- Provide Mitsubishi UPS transfer activities
- UPS system shutdown

- During an approved window disconnect and remove UPS input feeders from panel “EDP”
- Disconnect and remove DC feeders from UPS to battery cabinet
- Remove feeders from UPS module to panel “UPSA”
- Remove UPS module, transformer and battery cabinet from room
- Provide rigging and installation of the following equipment:
  - (Qty-1) UPS module
  - (Qty-1) Battery cabinet
  - (Qty-1) Bypass / transformer cabinet
- Provide conduit and cabling from bypass to panel “EDP”
- Provide conduit and cabling from panel “UPSA” to bypass / transformer cabinet
- Provide conduit and cabling from UPS input / output to new bypass / transformer cabinet
- Provide startup services of new UPS system
- Transfer critical load onto new UPS system
- Dispose of all old equipment from site

COST

Engineering, Design & Drawings	$ 3,050.00
Plan Check & Permits	$ 2,690.00
UPS Module, Battery Cabinet & Bypass / Transformer Cabinet	$ 62,845.00
Off-Loading & Un-crating	$ 2,580.00
UPS Transfers & Shutdown	$ 1,140.00
Rental Equipment	$ 2,165.00
Disconnect & Removal of Existing UPS System	$ 5,160.00
Rigging & Installation Services	$ 6,450.00
Electrical Material	$ 5,390.00
Electrical Labor	$ 7,740.00
Start-up Services	$ 2,200.00
Logistics & Coordination	$ 6,010.00
Disposal	$ 625.00
Estimated Sales Tax 10.25%	$6,994.60
Estimated Freight	$1,900.00
Total Cost:	$ 116,939.60

Notations: Based on off-hours window.

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MISSION CRITICAL SPECIALISTS

ALWAYS ON

EXHIBIT B

QUOTE # PQ03673

PREPARED FOR	PREPARED BY
Jason Calkins	Dan Gallagher
City of Livermore	July 31, 2025
1188 S. Livermore Ave Livermore, CA 94550	UPS Replacement – Library

Mission Critical Specialists, Inc. (MCS) is pleased to provide you with the following quotation to replace the aged, end-of-life 20kVA UPS system currently off-line at the library. This system is 8 years past the design life of the system, parts are no longer available for this UPS.

EQUIPMENT

MCS will furnish the following equipment to the Livermore Library:

MANUFACTURE	DESCRIPTION	QUANTITY
Riello	20KVA/20kW 208V Input / Output UPS Module	1
Riello	External Maintenance Bypass Cabinet	1
Riello	Internal Battery System with 9-Minutes of Runtime	1

SYSTEM OVERVIEW

The existing uninterruptible power supply system consists of a 23-year-old 20kVA/16kW Liebert UPS system with a single string of VRLA batteries with no maintenance bypass. This system is currently off-line as replacement parts are no longer available for repairs.

SCOPE OF WORK

The scope of this project is to replace the UPS system with a single module Riello 20kVA20kW UPS module, battery cabinet and a bypass cabinet. MCS will provide system design, method of procedure, drawings, plan check, city permit, onsite labor and project management for the UPS replacement project. Detailed Scope of work referenced below:

MCS will receive, off-load, uncrate and assemble the replacement equipment for the UPS replacement project.

- Provide detailed MOP and script for UPS replacement project
- Provide equipment layout and single line diagram of new system

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Docusign Envelope ID: 65C328E7-FE1E-4C58-8E67-826E54A17DFA

MISSION CRITICAL SPECIALISTS

ALWAYS ON

- Provide UPS technical support services
  - Provide Liebert UPS transfer activities
  - UPS system shutdown
- During an approved window disconnect and remove UPS input feeders from panel “EL”
- Disconnect and remove DC feeders from UPS to battery cabinet
- Remove feeders from UPS module to panel “Pnl UPS”
- Remove UPS module and battery cabinet from room
- Provide rigging and installation of the following equipment:
  - (Qty-1) UPS module
  - (Qty-1) Bypass cabinet
- Provide conduit and cabling bypass to panel “EL”
- Provide conduit and cabling from panel “Pnl UPS” to bypass cabinet
- Provide conduit and cabling from new UPS input / output to new bypass cabinet
- Provide startup services of new UPS system
- Transfer critical load onto new UPS system
- Dispose of all old equipment from site

COST

Engineering, Design & Drawings	$ 3,040.00
Plan Check & Permits	$ 2,700.00
UPS Module, Battery Cabinet & Bypass Cabinet	$ 22,650.00
Off-Loading & Un-crating	$ 2,580.00
UPS Transfers & Shutdown	$ 1,140.00
Rental Equipment	$ 2,165.00
Disconnect & Removal of Existing UPS System	$ 2,580.00
Rigging & Installation Services	$ 3,870.00
Electrical Material	$ 3,460.00
Electrical Labor	$ 3,870.00
Start-up Services	$ 2,200.00
Logistics & Coordination	$ 4,455.00
Disposal	$ 625.00
Estimated Sales Tax 10.25%	$2252.95
Estimated Freight	$1,900.00
Total Cost:	$ 59,487.95

Notations: Based on off-hours window.

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EXHIBIT C

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products and completed operations, as applicable:
   $3,000,000 per occurrence/**$6,000,000** 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."

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

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

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

Verification of Coverage

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

Docusign Envelope ID: 65C328E7-FE1E-4C58-8E67-826E54A17DFA

CITY OF LIVERMORE REQUEST FOR PROPOSALS

DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE CERTIFICATION

Senate Bill 854

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

In accordance with California Labor Code as amended through Senate Bill SB 854, prior to commencement of the Contract, all Contractors are required to register, and maintain active registration throughout the duration of the contract with the California Department of Industrial Relations (DIR). For information regarding registration, please go to: http://www.dir.ca.gov/

I, the Bidder, certify that:

> "I am aware of the provisions of Senate Bill SB 854 and subsequent DIR regulations, which require Contractors/Vendors to comply with all labor compliance requirements including but not limited to prevailing wage requirements, Labor Code sections 1725.5, 1771.1(a), 1774-1776, 1777.5, 1813, 1815, Public Works Contractor Registration Program, Electronic Certified Payroll Records to Labor Commissioner, and other requirements described in the DIR website. I will comply with such provisions before commencing the performance of the work of this contract, and maintain compliance throughout the completion of said contract."

Stephanie Rey
Signature

September 08, 2025
Date

Stephanie Rey
Print Name

Mission Critical Specialists, Inc.
Business Name

Controller
Title

919248
CSLB License Number

1000036427
DIR Registration Number

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT ITEM NO. 6.12

DATE: October 13, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing the execution of an agreement with Noll and Tam Architects in an amount not-to-exceed $302,140 and a term ending December 31, 2030, to provide plans, specifications, and engineering services during construction for the Civic Center Library Teen Space Improvement Project BL202418.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an agreement with Noll and Tam Architects in an amount not-to-exceed $302,140 and a term ending December 31, 2030, to provide design and construction support services for the Civic Center Library Teen Space Improvement Project BL202418.

DECISION TYPE

Administrative

SUMMARY

The Civic Center Library currently lacks designated spaces tailored to the needs and interests of teen patrons. The Teen Space Improvement Project will renovate an approximately 1,700 square foot portion of the Civic Center Library to create a glass enclosed teen zone. The project includes new carpets, furniture, and electrical enhancements. The project also includes safety and storage improvements. This agreement with Noll and Tam Architects, in an amount not to exceed $302,140, provides design and construction support services.

DISCUSSION

At present, the Civic Center Library does not offer dedicated zones or programming areas for the teen demographic which represents an opportunity for targeted engagement and broadened access to tailored programming. The new teen zone will provide an area for teens to collaborate and work without disturbing other library patrons along with additional required storage and safety improvements. New improvements include group study areas and a student lounge through a newly separated teen center

room. This includes constructing new walls within the existing library to create a teen room, including the associated changes to electrical, HVAC and lighting, painting, carpet, casework, and furniture. New furniture will be selected for the teen area. The work will also include designing new doors and a storage area behind the service areas to provide greater security for library staff.

In 2024, City staff issued a request for proposals for various City capital improvement projects and Noll and Tam Architects was selected as the most qualified candidate for the Civic Center Library Teen Space Improvement Project after internal evaluations of the proposals were received. The total fee of $302,140 is approximately 19% of the total estimated construction cost of $1,600,000 which is typical for design, bidding and construction support services for this type of tenant improvement which can be up to 20% of the construction cost.

FISCAL AND ADMINISTRATIVE IMPACTS

The budget for the Civic Center Library Teen Space Improvement Project in the current 2025-30 five-year Capital Improvement Plan covers the cost of this agreement and other project costs including construction, change orders, construction management, project management, and materials testing. No additional appropriations are required. A total of $2,500,000 is allocated for this project as part of the 2025-30 Capital Improvement Plan. The project funding comes from the CIP Government Reserves fund and Library Donations.

COMMUNITY PILLAR

4. Inclusive & Inviting Spaces & Places

GOAL

8: Improve Library facilities to increase safety, comfort, and functionality.

ATTACHMENTS

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

Prepared by: Fan Yu
Senior Engineering Technician

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA
LOCATION MAP
PACIFIC AV
ACCESS ROAD
ACCESS ROAD
City Hall
Civic Center Library
Project Location
Police Dept
S LIVERMORE AV
ACCESS ROAD
RODEO LN
ACCESS ROAD
ACCESS ROAD
UNNAMED

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH NOLL AND TAM ARCHITECTS IN AN AMOUNT NOT-TO-EXCEED $302,140 AND A TERM ENDING DECEMBER 31, 2030, TO PROVIDE PLANS, SPECIFICATIONS AND ENGINEERING SERVICES DURING CONSTRUCTION FOR THE CIVIC CENTER LIBRARY

(TEEN SPACE IMPROVEMENT PROJECT BL202418)

The Teen Space Improvement Project will renovate an approximately 1,700 square feet portion of the Civic Center Library to create a glass enclosed teen zone. The project includes new carpets, furniture, and electrical enhancements. The project also includes safety and storage improvements.

In 2024, City of Livermore staff issued a request for proposals for various City capital improvement projects and Noll and Tam Architects was selected as the most qualified candidate for the Civic Center Library Teen Space Improvement Project after internal evaluations of the proposals were received.

This agreement with Noll and Tam Architects, in an amount not to exceed $302,140, provides design and construction support services which include new walls within the existing library to create a teen room, including the associated changes to electrical, HVAC and lighting, painting, carpet, casework, and furniture. The work will also include designing new doors and a storage area behind the service areas to provide greater security for the staff.

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 agreement with Noll and Tam Architects, attached hereto as Exhibit A, in an amount not-to-exceed $302,140 and a term ending December 31, 2030, to provide design and construction support services for the Civic Center Library Teen Space Improvement Project BL202418.

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

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 13, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Senior Assistant City Attorney

Exhibit A - Noll & Tam Agreement

Docusign Envelope ID: EC63C8FF-D2DB-41E4-8328-23FA0F68C336

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 20 , by and between the City of Livermore ("City"), a municipal corporation, and Noll & Tam Architects ("Consultant"), a(n) California Corporation.

RECITALS

City requires professional services to prepare plans, specifications and engineering services during construction for the Civic Center Library Teen Space Improvements Project BL202418.

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

AGREEMENT

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

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

2. Relationship of Parties – Independent Contractors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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(o) Comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA, when providing the Services; and,

(p) If applicable, Consultant shall ensure that all work for compensation is provided in compliance with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and prevailing wages.

5. Term. The term of this Agreement commences on 10/20/2025, and terminates upon the completion of the Services or 12/31/2030, whichever occurs first.

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

7. Compensation and Payment.

(a) The total compensation payable by City to Consultant for the Services **SHALL NOT EXCEED** the sum of $302,140 ("not-to-exceed amount").

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

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

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

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

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

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

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

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

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

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

12. Insurance. Without limiting Consultant's indemnification of the Indemnified Parties, Consultant shall procure and maintain at its own expense during the term of this Agreement policies of insurance in the amounts and under the terms set forth in Exhibit C *Insurance Requirements* against claims and Liability that may arise from or in connection with this Agreement and performance of the Services. Upon reasonable written notice, Consultant shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by City's Risk Manager.

13. Force Majeure; Service Delays. Should Consultant's performance of the Services be obstructed or delayed due to changes in the Services by City, by any default, act, or omission of City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain goods, materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then Consultant's time for performance may, at City's sole discretion, be extended for such periods as may be agreed upon by City and Consultant. Nothing in this section restricts City's authority in Section 6 to terminate this Agreement.

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

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

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

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

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

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

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

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

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

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

23. No Subcontracting and No Assignment. Consultant's unique personal competence, experience, specialized personal knowledge, and professional reputation were a substantial inducement to City for the award of this Agreement to Consultant, therefore no part of the Services may be assigned or subcontracted without City's prior written consent. For the purposes of this section, a change of fifty percent or more in the ownership or control of Consultant constitutes an assignment.

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

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

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

27. Construction of Language.

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

Docusign Envelope ID: EC63C8FF-D2DB-41E4-8328-23FA0F68C336

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

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

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

TO CITY:	Attention: City Engineer City of Livermore / Community Development 1052 South Livermore Avenue Livermore, CA, 94550 Engineering@livermoreca.gov
Email:	purchasing@livermoreca.gov accountspayable@livermoreca.gov CityAttorney@livermoreca.gov
TO CONSULTANT:	Attention: Trina Goodwin Noll & Tam Architects 729 Heinz Ave, #7 Berkeley, CA, 94710 United States
Email:	trina.goodwin@nollandtam.com

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

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

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

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

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

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

****

Signatures and Exhibit List on the Next Page

Docusign Envelope ID: EC63C8FF-D2DB-41E4-8328-23FA0F68C336

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement, effective on the date set forth in the first paragraph of this Agreement, which is the date that this Agreement was signed on behalf of City after it was signed by Consultant.

CONSULTANT: **Dated:**

DocuSigned by:
A05FB3B37E11445...
Trina Goodwin
Associate Principal

9/15/2025 | 10:53 AM PDT

CITY OF LIVERMORE: **Dated:**

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

DocuSigned by:
B099F8571570452...
Deputy/Assistant/Senior Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
A6F7D843B68A748A...
Risk Manager/Analyst

Exhibits:

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

Docusign Envelope ID: EC63C8FF-D2DB-41E4-8328-23FA0F68C336

Project Description:

This phase of work will include developing design and contract documents required for building permits and construction administration. This includes the new walls within the existing library to create a Teen room, including the associated changes to electrical, HVAC and lighting, painting, carpet, casework, and furniture. The work will also include designing new doors behind the service areas to provide greater security for the staff. This includes furniture selection for the teen area. A list of furniture will be provided for procurement.

Civic Center Library Teen Space Improvement Project BL202418
Teen Area Size: Approx. 2,500 SF
Estimated Client Construction Budget: $1,100,000
Estimated Design Schedule*:
*Assuming Council approval on October 13, 2025

Design & Specs: November 2025 – April 2026
Building Permit: May 2026
Bidding: June 2026 – July 2026
Construction: August 2026 – April 2027
Furniture Delivery/Installation: May 2027

Scope of Work for Design Development and Construction Document Phase:

- Team consists of Architectural, MEP Engineers, Structural Engineers, CASp Consultant, and Cost Estimating consultants
- Preparation of Construction Documents consisting of Drawings and Specifications, sufficient for permitting and construction of the project, for the selected scope of work:
    - Teen Room
    - Doors at Reference and Circ Desks
- Issuance of (1) 65% CD Cost Estimate and (1) 90% CD Cost Estimate Update
- Submit 65% CD and 90% CD packages to City of Livermore Engineering Division and Library for review and approval.
- Submit revised 90% CD package to Building Department, which incorporates City comments and revisions/updates as necessary to obtain building permit approval.
- Submit 100% CD package for bid
- The meeting schedule shall be reviewed at initial kickoff meeting.
    - (14) design progress meetings with project committee and/or library staff (meet every other week)
    - (2) community meetings with teens and/or library staff

Assumptions/Exclusions:

- Bidding support for formal furniture quote process, assumes furniture to be ordered using cooperative purchasing contracts, (pre-bid government contracts such as Omnia and Sourcewell)
- On-site delivery/installation support

Deliverables:

- Design Development and Construction Documents consisting of drawings and specifications are as follows:

  - 65% CD set
  - 90% CD set for permit submittal
  - 100% CD set for bidding
- Furniture plans & specifications, including furniture finish selections. Furniture package will be a separate package for procurement, purchased using Sourcewell pre-bid contract (or similar government contract).
- A maximum of 3 interior renderings, updated after final design is completed
- Rough schedule to be included in bid documents (contractor to provide construction schedule)
- Technical specifications shall be provided at the 90% CD submittal and shall include multiple acceptable product manufacturers for competitive bid or rational for sole sourcing.
- Certified CASP consultant review required for project and shall include a CASP Statement on plans and signature prior to Bid.
- City will provide Division 0 & 1 (Front End), Consultant shall prepare the technical specifications and material specifications (Back End).
- Consultant shall provide specifications for all materials in project.
- Provide independent construction cost estimates by Mack5 at 65% and 90% CDs
- Provide an overall submittal list for the whole project
- Provide a list of materials with long lead items, their submittals, inspection requirements, testing requirements, required spare parts, operation manuals, and potential special training.
- Provide a list of any sole source items and respective vendors
- Provide any special contractor qualifications.
- Respond to all building permit comments and revise drawings as necessary to obtain permit.
- Incorporate fire/life/safety requirements into building design.
- Develop construction sequencing plan that doesn't hinder ongoing library services

Scope of Work for Bidding Phase:

- Attend the Pre-Bid Meeting.
- Review and respond to pre-bid contractor questions and issue Addenda
- Assist Library with review of bids and selection of contractor

Scope of work for Construction Administration Phase:

- Team consists of Architectural, MEP consultants, and Structural consultants
- Team shall provide general administration of construction contract between Library and general contractor and shall advise and consult with Library during construction phase. Scope of work includes the following:
  - Attend pre-construction meeting with the general contractor.
  - Attend bi-weekly virtual OAC construction progress meetings (18 total @ 2H). Meeting notes to be provided by contractor.
  - Attend monthly onsite construction progress meetings as needed and provide site observation reports on progress and quality of work completed (9 total @ 4H).
  - Engineers shall make visits to site at intervals appropriate to construction for observations.
  - Respond to RFI's in writing.

- Review submittals, shop drawings, product data and samples for general conformance with contract documents.
- Review change orders requests and make recommendations to the Owner.
- Review applications for payment and provide recommendations for payments to Contractor.
- Prepare punch list and track contractors completion of items on list.
- Review final placement of furniture and confirm assembly and function is per the contract documents.
- CASP project completion field walk and final inspection confirming compliance with ADA requirements
- Provide as-built (record) drawings in AutoCAD format and searchable bookmarked of the area in the scope of work

Services or work products not noted above can be provided upon request as an additional service.

Additional Services:

- $30k NTE contingency allocated for additional services as requested by the City Engineer, which may be required for this project will only be approved in writing by the City Engineer as separate Task Order(s) prepared by the consultant. Potential Task Orders may include, but are not limited to:
  - Additional design changes requested by the City.
  - Additional Construction Administration tasks.
  - Additional meetings as required.
  - Additional required site inspections.
  - Additional site surveys.
  - Additional architectural and MEP services.
  - Potholing and surveying existing utilities, if required.
  - Commissioning services.

Compensation

We propose to perform the work described above for the total fee of **$302,140.**

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EXHIBIT B
FEE SCHEDULE

The Contractor shall be compensated for the services identified in Exhibits A to this Agreement as follows:

1. **Maximum Not to Exceed amount.**

A. The maximum the Contractor shall be paid on this Agreement is $302,140hereafter the Not to Exceed amount. The Not to Exceed amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work not identified in Exhibit A.

B. Standard Reimbursable Items: Only the reimbursable items identified shall be compensated to the Contractor. Reimbursable expenses will be reimbursed without markup. Reimbursable expenses shall not exceed the amount set forth in section 1.A of this Exhibit and a copy of the original invoice for the items listed in sections 1, 2 or 3 below shall be attached to the invoice submitted to the City for reimbursement. Payments shall be based upon work documents submitted by the Contractor to the City and accepted by the City as being satisfactory to City's needs. Additionally, items such as a telephone, fax, postage or freight are already included in the billable hourly rate. Contractor shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary, and actually incurred, by the Contractor in connection with the services:

1. Expenses, fees or charges for printing, reproduction, or binding of documents at actual costs with no markup added to the actual cost.

2. Any filing fees, permit fees, or other fees paid or advanced by the Contractor at actual costs with no markup added to the actual cost.

3. Travel expenses shall be reimbursed at actual costs with no markup added to the actual cost.

C. The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the Not to Exceed amount is reached. Thereafter, Contractor must complete services based on the Agreement without additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.

D. If work is completed before the Not to Exceed amount is reached, the Contractor's compensation will be based on the Contractor's invoices

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previously submitted for acceptable work performed and approved.

2. **Pricing**

See Exhibit B.

3. **Invoices.** Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit. Invoices shall be submitted to the below address:

City of Livermore
Community Development/Engineering
Attention: Fan Yu
1052 South Livermore Avenue
Livermore, CA 94550
Engineering@livermoreca.gov

Docusign Envelope ID: EC63C8FF-D2DB-41E4-8328-23FA0F68C336

Noll & Tam Architects
729 Heinz Avenue
Berkeley, CA 94710

EXHIBIT A

Livermore Library Teen Area

Livermore, CA
7/31/2025

Basic Service	Consultant	DESIGN DEVELOPMENT (65% CD)	CONSTRUCTION DOCUMENTS (90% & 100% CD)	BIDDING AND NEGOTIATION	CONSTRUCTION ADMINISTRATION	PROJECT CLOSEOUT	[Added Phase]	TOTALS
Architectural Services	Noll & Tam Architects	$64,160	$76,080	$6,240	$49,760	$0	$30,000	$226,240
Structural Consulting Allowance		$5,500	$5,500	$0	$0	$0	$0	$11,000
Mechanical & Electrical Engineering	Capital Engineering	$14,685	$19,580	$2,448	$9,790	$2,448	$0	$48,950
CASp Consulting	Steven Hall CASp	$1,650	$3,300	$0	$0	$0	$0	$4,950
Cost Estimating	Mack5	$5,500	$5,500	$0	$0	$0	$0	$11,000
Subtotal Basic Services		**$91,495**	**$109,960**	**$8,688**	**$59,550**	**$2,448**	**$30,000**	**$302,140**

Total Proposed Fee **$302,140**

EXHIBIT A

Phase / Task	PIC (CN) $280	Assoc. PIC TG $240	PM SJ $160	Total $	Total %
TOTAL NOLL & TAM PROFESSIONAL FEE				**$226,240**	**100.0%**
1. Design Development Phase (65% CD)					
A. Site Plan			0	$0	
B. Floor/roof/ceiling plans		4	16	$3,520	
C. Elevations/Sections		4	16	$3,520	
D. Wall Sections		4	16	$3,520	
E. Preliminary Details		4	16	$3,520	
F. Preliminary Interior Design, Colors & Materials		8	16	$4,480	
G. FF&E Coordination		4	16	$3,520	
H. Product Research			16	$2,560	
I. LEED /other sustainability process				$0	
J. Project management/ consultant coordination		4	16	$3,520	
K. Cartoon CD set		0	8	$1,280	
L. Development of building technical systems				$0	
M. QC review	4			$1,120	
N. Preliminary technical specifications		8	16	$4,480	
O. DD cost estimate coordination		2	8	$1,760	
P. Community/other public presentations		8	16	$4,480	
Q. Presentation Materials		8	30	$6,720	
R. Renderings (3)		8	40	$8,320	
S. Meetings (7)		14	28	$7,840	
Subtotal	**4**	**80**	**274**	**$64,160**	28.4%
2. Construction Documents Phase (90% & 100% CD)					
A. Site Plan			0	$0	
B. Floor/roof/ceiling plans		4	32	$6,080	
C. Elevations/Sections		4	24	$4,800	
D. Wall Sections		4	8	$2,240	
E. Construction Details		10	24	$6,240	
F. Interior Design, Colors & Materials		4	24	$4,800	
G. FF&E Coordination		16	40	$10,240	
H. Product Research		4	16	$3,520	
I. LEED/other sustainability process				$0	
J. Project management/ consultant coordination			30	$4,800	
K. Development of building technical systems				$0	
L. QC review	4	4	4	$2,720	
M. Final technical specifications		30	48	$14,880	
N. Front End Specifications		16		$3,840	
O. CD cost estimate coordination		1	8	$1,520	
P. Community/other public presentations				$0	
Q. Presentation Materials				$0	
R. Meetings (7)		14	28	$7,840	
S. Plan Check Process/ other agency approvals			16	$2,560	
Subtotal	**4**	**111**	**302**	**$76,080**	33.6%
3. Bidding Phase					
A. Pre-bid meeting		4	4	$1,600	
B. Respond to contractor questions		4	8	$2,240	
C. Addenda			8	$1,280	
D. Assist Owner with contractor selection		2	4	$1,120	
Subtotal	**0**	**10**	**24**	**$6,240**	2.8%
4. Construction Administration Phase					
A. Virtual progress meetings (bi weekly= 18 @ 2H)		36	36	$14,400	
B. On-site progress meetings (9 @ 4H)		12	36	$8,640	
C. Submittal review		4	40	$7,360	
D. RFI's, construction support		4	75	$12,960	
E. Punch lists, project close-out		4	16	$3,520	
F. Record Documents			8	$1,280	
G. PreConstruction Meeting		4	4	$1,600	
Subtotal	**0**	**64**	**215**	**$49,760**	22.0%
5. Contingency					
A. NTE Contingency				$30,000	
Subtotal	**0**	**0**	**0**	**$30,000**	13.3%
TOTAL NOLL & TAM PROFESSIONAL FEE				**$226,240**	100.0%

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EXHIBIT C

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:
   $5,000,000 per occurrence/**$10,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
   $2,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
   Statutory limits as required by the State of California including **$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability".
4. Professional Liability/Errors and Omissions:
   $2,000,000 per claim. Consultant/Contractor warrants that any retroactive date under this policy shall precede the effective date of this contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.

Deductibles and Self-Insured Retention

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

Acceptability of Insurers

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

Other Insurance Provisions

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

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

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

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

Verification of Coverage

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

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.13**

DATE: October 13, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing California Statewide Communities Development Authority to form a Community Facilities District for the Isabel Crossing (Tract 8659) project in accordance with Development Agreement (DA22-001).

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution:

1. Authorizing the California Statewide Communities Development Authority (CSCDA) to form a Community Facilities District (CFD) to allow for financing of impact fees and public infrastructure for the Isabel Crossing (Tract 8659) project to satisfy the CFD provisions under Development Agreement (DA22-001);
2. Determining that Section 2.68 of the Municipal Code Contracts and Purchasing does not apply to the project; and
3. Direct the City Engineer to review to review the bid(s) solicited by the Developer and to confirm that, for each facility, the amount paid to the Developer under the Acquisition Agreement does not exceed the actual cost of the facility.

DECISION TYPE

Administrative

SUMMARY

The California Statewide Communities Development Authority (CSCDA) is a joint powers agency that provides financing for development infrastructure costs and impact fees to property owners through, among other things, the formation of CFDs and the issuance of bonds. CSCDA will impose a special tax on the participating owner's property to repay bonds after conducting the necessary CFD formation proceedings. The Developer of the Isabel Crossing (Tract 8659) project has requested that the CFD for the project be formed and administered by CSCDA. To meet the terms of Development Agreement 22-001 the City is being asked to consider adopting a resolution to authorize CSCDA to form such a CFD.

DISCUSSION

CSCDA is a joint powers authority sponsored by the League of California Cities and the California State Association of Counties. 530 cities, counties, and special districts throughout California are members of CSCDA including the City of Livermore. One of the financing programs administered by CSCDA is the Statewide Community Infrastructure Program (SCIP). The City joined SCIP in 2005 for the purpose of providing a program to finance impact fees for commercial projects. In April of 2024, the City adopted an updated SCIP Resolution to expand SCIP for Livermore projects by modifying its original SCIP Resolution to allow for CFDs and the financing of impact fees for residential projects. By adding CFDs, developers can now finance a broader range of impact fees than those under traditional assessment districts. CFDs also allow the developer more flexibility in adjusting tax rates by specific product type, assist in forming separate improvement areas when projects need to be phased, and provide for more public facilities to be financed. This subject Resolution will allow CSCDA to form a CFD specifically for the Isabel Crossing project.

THE ISABEL CROSSING DEVELOPMENT PROJECT CFD

Isabel Portola Owner, LLC (Harridge Development Group) (the Developer) received approval for Tentative Tract Map 8659 in July of 2024, otherwise known as the Isabel Crossing project. The project involves developing a 45-acre vacant parcel located at the southwest corner of the Isabel Avenue and Portola Avenue intersection--implementing the core of the Isabel Neighborhood Specific Plan. Exhibit A of the attached resolution shows the project location. The project includes 1,299 residential units, with 363 affordable units, 70,000 square feet of commercial space, a 1.5-acre neighborhood park, new bike lanes, street improvements, public art, utilities and access to the future Valley Link Train Station. Total costs of the project's public infrastructure and fees are estimated at $125 million. The developer is looking to fund approximately $85 million with CFD bonds. The construction estimated to be financed by the CFD includes the on-site backbone infrastructure for the core of the Isabel Neighborhood Specific Plan that includes the public main streets, sewer, storm drain and water utilities.

Pursuant to Development Agreement 22-001, the Developer has requested the City to coordinate with CSCDA to form a CFD to finance fees and infrastructure for the project. The CFD will be subject to an overall tax rate of 1.8% and bonds with a duration of up to 35 years. Approval of this resolution will allow CSCDA to form a CFD in accordance with the terms of the Development Agreement. It is also expected that CSCDA will enter into agreements with other agencies such as the Livermore Area Recreation and Parks District, the Tri-Valley Transportation JPA, and Livermore Joint Unified School District, to finance their respective impact fees if they should choose to participate.

Under the Mello-Roos Act, a CFD may only finance the construction of public improvements whose construction has been completed before the formation of the CFD. For those projects completed after CFD formation, a CFD may finance the construction of the public improvements if constructed under the authority of the local agency that will own the improvements.

Because the Developer intends to bid the project in the next couple of months ahead of CFD formation, to comply with the Mello-Roos Act, the City Council must find that the construction of this project does not constitute a public works contract under Municipal Code 2.68 that is subject to the local bidding process and must direct the City Engineer to review the bid(s) solicited by the Developer and to confirm that, for each facility, the amount paid to the Developer under the Acquisition Agreement does not exceed the actual cost of the facility.

THE CSCDA CFD PROGRAM

With the formation of the CFD, selected public infrastructure and development impact fees for the project will be financed by the issuance of bonds by CSCDA. CSCDA will form the district and impose a special tax on the Developer's property to repay the bonds. With respect to impact fees, the Developer will pay the impact fees at the time of permit issuance and will be reimbursed from the CFD bond proceeds. For the public infrastructure, the Developer will be required to enter into an acquisition agreement with the City, which will outline how the Developer will be reimbursed for infrastructure improvements once they are certified complete by the City. The acquisition agreement will be presented to City Council for approval at a later date following CFD formation.

By choosing to form this CFD, the Developer benefits by having special taxes imposed on their property to fund the infrastructure and fees for the project through low-cost, long-term financing thereby freeing up capital for other purposes. For home buyers, paying for the costs of public infrastructure through a special tax is superior to having those costs "rolled" into the cost of the home. Although the tax bill is higher, the amount of the mortgage is smaller, making it easier to qualify. The City benefits from the CFD formation by CSCDA by minimizing staff costs to administer the CFD and by not having to repay the bonds issued by CSCDA or the special taxes imposed on the participating properties. CSCDA handles all district formation, administration, bond issuance, and bond administration functions as well as continuing disclosure requirements. After approval of the resolution, the City administrative duties that remain will be to execute a closing certificate, execute and administer an acquisition agreement, review the chosen bid by the Developer, monitor the payment of impact fees, and monitor construction of the project infrastructure for completion.

Providing financing helps participating cities and counties cushion the impact of rising public capital improvements costs and development impact fees on new development. The availability of financing encourages developers to pull permits and pay fees in larger blocks, giving the participating city, county or special district immediate access to revenues for public infrastructure, rather than receiving a trickle of revenues stretched out over time.

The proposed resolution authorizes CSCDA to form a CFD within the City's boundaries for the Isabel Crossing project, conduct special tax proceedings and levy special taxes against the property of the Developer. The resolution also authorizes miscellaneous related actions and makes certain findings and determinations required by law.

FISCAL AND ADMINISTRATIVE IMPACTS

The costs to the City associated with this action are administrative and minimal. The costs are comprised of staff time to process an acquisition agreement, to review the chosen construction bid by the Developer, to monitor the completion of project infrastructure, and to report construction progress to CSCDA so they can provide reimbursement to the Developer from CFD bond proceeds. The City will receive payment of impact fees for the project as usual. The Developer will pay the cost of constructing the public infrastructure and reimburse the City for the administrative costs associated with the CFD.

COMMUNITY PILLAR

2: Economy That Prospers

GOAL

4: Implement the Isabel Neighborhood Specific Plan

ATTACHMENTS

1. Resolution
2. Exhibit A - District Boundary
3. Exhibit B - Authorized Improvements and Fees

Prepared by: Debbie Salgado
Senior Civil Engineer

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE

RESOLUTION AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO FORM A COMMUNITY FACILITIES DISTRICT FOR THE ISABEL CROSSING (TRACT 8659) PROJECT IN ACCORDANCE WITH DEVELOPMENT AGREEMENT DA22-001

The City of Livermore is a municipal corporation duly organized and existing under the laws of the State of California. The California Statewide Communities Development Authority (the "Authority") is a California joint-exercise of powers authority lawfully formed and operating within California pursuant to a joint powers agreement (the "Joint Powers Agreement") dated June 1, 1988 and entered into under the authority of Title 1, Division 7, Chapter 5 (commencing with Section 6500) of the California Government Code. The City is a party to the Joint Powers Agreement and is, therefore, a member ("Program Participant") of the Authority. Both the Authority and the City are "local agencies" under the Act (defined below).

The Joint Powers Agreement established the Authority as an agency authorized to issue bonds to finance projects within the territorial limits of its Program Participants. The Joint Powers Agreement authorizes the Authority to undertake financing programs under any applicable provisions of California law to promote economic development, stimulation of economic activity, and the increase of the tax base within the jurisdictional boundaries of its Program Participants.

On September 22, 2022, as amended on May 10, 2024, the City received an application from Isabel Portola Owner, LLC (Harridge Development Group) ("Developer") to develop the approximately 45-acre vacant parcel located southwest of the Isabel Avenue and Portola Avenue intersection, implementing the Isabel Neighborhood Specific Plan ("Development Project"). The Development Project includes 1,299 residential units, including 363 units affordable to individuals and families of lower, median, and moderate incomes; approximately 90,000 square feet of ground floor commercial, office, and amenity space; an approximately 1.5-acre neighborhood park with an additional approximately 0.5 acres of public plaza space, new bike lanes, street improvements, street trees, public art, and utility infrastructure. The Development Project will promote economic development, the stimulation of economic activity, and the increase of the tax base within the City.

Section 65864 of the Government Code (implemented by Chapter 9.04 of the Livermore Development Code) allows local jurisdictions and private parties to enter into Development Agreements to vest certain development rights and to meet local public purpose. The City Council approved Development Agreement 22-001 for the Isabel Crossing Project with the Developer pursuant to Ordinance No. 2161, which was introduced on July 22, 2024, and adopted on September 9, 2024. Pursuant to the terms and provisions of the Development Agreement, the Developer has requested the City to coordinate with the Authority to form a community facilities district for the Development Project under the Act (defined below). Coordination with the Authority to form a

community facilities district is consistent with the requirements of Section 9(c) of the Development Agreement.

The "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 (beginning with Section 53311) of the Government Code (the "Act") is an applicable provision of California law available to, among other things, finance public improvements necessary to meet increased demands placed upon local agencies as a result of development. The Act permits two or more local agencies to enter into a joint community facilities agreement to exercise any power authorized by the Act. The City desires to enter into such an agreement with the Authority to authorize the Authority to form a community facilities district within the territorial limits of the City to finance public improvements and fees required of the Development Project.

Under the Act, a community facilities district may only finance the purchase of facilities whose construction has been completed, as determined by the legislative body, before the resolution of formation to establish the district is adopted pursuant to Section 53325.1 of the Act, except that a district may finance the purchase of facilities completed after the adoption of the resolution of formation if the facility was constructed as if it had been constructed under the direction and supervision, or under the authority of, the local agency that will own or operate the facility.

Nothing herein constitutes the City's approval of any applications, Development Project entitlements, and/or permits, and such, to the extent required in the future, are subject to and contingent upon City Council approval following, to the extent applicable, environmental review in compliance with the California Environmental Quality Act. Further, nothing herein affects, without limitation, requirements for and/or compliance with all applicable and/or necessary improvement standards, land use requirements or subdivision requirements relating to the Development Project or any portion thereof, which obligations are and shall remain independent and subsisting.

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

Section 1. The actions authorized hereby are municipal affairs of the City. The recitals above are true, correct, and material to the adoption of this resolution.

Section 2. This resolution constitutes full "local approval," under Section 9 of the Joint Powers Agreement, and under the Authority's Local Goals and Policies (see below), for the Authority to undertake and conduct proceedings in accordance herewith and under the Act to form a community facilities district (the "Community Facilities District") with boundaries, including area permitted to be annexed in to the Community Facilities District from time to time, substantially as shown on Exhibit A, attached hereto, and incorporated by this reference, to authorize a special tax within the Community Facilities District, to designate one or more improvement areas therein, and to issue bonds for the Community Facilities District.

Section 3. The terms and provisions of this resolution shall, when approved by the Authority, constitute a joint community facilities agreement between the City and the Authority under the Act. As, without this resolution, the Authority has no power to conduct proceedings under the Act to form the Community Facilities District, adoption by the Commission of the Authority of the Resolution of Intention to form the Community Facilities District under the Act shall constitute acceptance of the terms hereof by the Authority. If the Authority does not accept the terms of the joint community facilities agreement as contained in this resolution, the Authority shall have no power to conduct proceedings under the Act to form the Community Facilities District.

Section 4. This resolution and the agreement it embodies are beneficial to the residents of the City, and of the future residents of the area within the Community Facilities District.

Section 5. The City has previously adopted goals and policies as required by Section 53312.7 of the Act. Further, the City Council has been provided with a copy of the Authority's adopted Local Goals and Policies as required by Section 53312.7 of the Act. The City hereby agrees that the Authority may utilize either the City's goals and policies or the Authority's goals and policies in forming and administering the Community Facilities District and the Authority may act in lieu of the City in all respects thereunder; provided that the Authority shall apply the minimum requirements specified in the Development Agreement.

Section 6. Pursuant to the Act and this resolution, the Authority may conduct proceedings under the Act to form the Community Facilities District and to have it authorize the financing of all facilities and fees authorized to be funded pursuant to the Development Agreement, described generally as set forth on Exhibit B, attached hereto, and incorporated by this reference. All of the facilities, whether to be financed directly or through fees, are facilities that have an expected useful life of five years or longer and are facilities that the City or other local public agencies, as the case may be, are authorized by law to construct, own or operate, or to which they may contribute revenue. The facilities are referred to herein as the "Improvements," and the Improvements to be owned by the City are referred to as the "City Improvements." The fees are referred to as the "Fees," and the Fees paid or to be paid to the City are referred to as the "City Fees."

Section 7. All of the City Improvements including the improvements to be constructed or acquired with the proceeds of City Fees are necessary to meet increased demands placed upon the City of Livermore as a result of development occurring or expected to occur within the Community Facilities District, including the Development Project.

Section 8. The Authority will apply the special tax collections initially as required by any funding and/or acquisition agreement and the documents under which any bonds are issued; and thereafter, to the extent not provided in the bond documents, may pay its own reasonable administrative costs incurred in the administration of the Community Facilities District. The Authority will remit any special tax revenues remaining after the final retirement of all bonds to the City in the proportions specified in the

Authority's proceedings. The City will apply any such special tax revenues it receives for authorized City Improvements or City Fees and its own administrative costs only as permitted by the Act. The City and the Authority acknowledge that nothing in this resolution prevents the City from recovering its costs associated with supporting the formation of the Community Facilities District and/or the review, permitting, inspection, acquisition audit and acquisition of City Improvements and/or the administration of the City's fee programs through means other than the collection of special taxes.

Section 9. The Authority will form and administer the Community Facilities District, including employing and paying all consultants, annually levying the special tax and all aspects of paying and administering the bonds, and complying with all State and Federal requirements appertaining to the proceedings, including the requirements of the United States Internal Revenue Code. The City will cooperate in a commercially reasonable manner with the Authority in respect to the requirements of the Internal Revenue Code as related to the City Improvements and City Fees, and to the extent information is required of the City to enable the Authority to perform its disclosure and continuing disclosure obligations with respect to the bonds, although the City will not participate in nor be considered to be a participant in the proceedings respecting the Community Facilities District (other than as a party to the agreement embodied by this resolution) nor will the City be or be considered to be an issuer of the bonds. Specifically, the City is not responsible for the formation of the Community Facilities District, the levy and collection of the special taxes, the issuance of bonds secured by the special taxes, or providing disclosures pertaining to such special taxes and bonds.

Section 10. In the event the Authority completes issuance and sale of bonds, and bond proceeds become available to finance the City Improvements and City Fees, the Authority shall establish and maintain a fund (which may comprise multiple funds and accounts) to be known as the Acquisition and Construction Fund (the "Acquisition and Construction Fund"). The portion of bond proceeds which is intended to be utilized to finance the Improvements and Fees shall be deposited in the Acquisition and Construction Fund. The Authority may establish such subaccounts within said fund as it determines is necessary to administer the bond proceeds.

Section 11. As respects the Authority, the City agrees the Authority shall have no responsibility for the construction or acquisition of the City Improvements and for the administration and expenditure of the City Fees including but not limited to environmental review, approval of plans and specifications, bid requirements, performance and payment bond requirements, insurance requirements, contract and construction administration, staking, inspection, acquisition of necessary property interests in real or personal property, the holding back and administration of retention payments, and punch list administration.

Section 12. The City agrees to indemnify and to hold the Authority, its other members, and its other members' officers, agents and employees (collectively, the "Indemnified Parties") harmless from any and all claims, suits and damages (including costs and reasonable attorneys' fees) arising out of the design, engineering, construction

and installation of the City Improvements and the improvements to be financed or acquired with the City Fees.

Section 13. To the fullest extent permitted by law, the Authority shall hold harmless, indemnify, and defend with counsel selected by or otherwise acceptable to the City, the City and its elected and appointed officials, officers, directors, employees, agents, and designated volunteers (collectively "City Indemnified Parties") from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively "Liability") of every nature arising out of or in connection with: (1) the formation of the Community Facilities District; (2) the authorization of the levy of special taxes and the issuance of bonds; (3) the administration of the district and any bonds; (4) the levy of special taxes and the issuance of bonds; (5) the issuance and administration of any bonds, and the initial and continuing disclosure obligations related to such bonds; and/or (6) the Authority's performance of, or failure to comply with, any of its obligations in this joint community facilities agreement embodied in this resolution. The Authority's obligations to hold harmless, indemnify, and defend shall not be excused because of the Authority's inability to evaluate Liability or because the Authority evaluates Liability and determines that the Authority is not liable to the claimant. These obligations shall survive the completion or termination of the joint community facilities agreement embodied in this resolution. The obligation of the Authority to defend, indemnify, and hold harmless the City Indemnified Parties is material to the adoption of this resolution. As provided in Section 3 above, if the Authority does not accept the terms of the joint community facilities agreement as contained in this resolution, the Authority shall have no power to conduct proceedings under the Act to form the Community Facilities District.

Section 14. As respects the Authority, the City agrees that once it determines that all City Improvements are constructed according to the approved plans, specifications, standards, the relevant subdivision improvement agreement(s), the Subdivision Map Act, and the Livermore Development Code, and the City and the Developer have put in place their agreed upon arrangements for the funding of maintenance of the City Improvements, the City will accept for permanent maintenance the City Improvements and indemnify and hold harmless the Indemnified Parties to the extent provided in Section 12 from any and all claims arising out of the use and maintenance of the City Improvements. The City reserves the right, as respects the Developer, to require the Developer by contract with the City to assume any portion or all of this responsibility.

Section 15. The City acknowledges the requirement of the Act that if the City Improvements are not completed prior to the adoption, by the Authority Commission, of the Resolution of Formation of the Community Facilities District, the City Improvements must be constructed as if they had been constructed under the direction and supervision, or under the authority of, the City. The City acknowledges that this means all City Improvements must be constructed under contracts that require the payment of prevailing wages as required by Section 1720 and following of the Labor Code of the State of California. The Authority makes no representation that this requirement is the only applicable legal requirement in this regard. The City reserves the right, as respects the

Developer, to assign appropriate responsibility for compliance with this paragraph to the Developer.

Section 16. The City intends to enter into a separate agreement with the Developer for the acquisition and financing of City Improvements and the financing of City Fees with funding sources from the Community Facilities District ("Acquisition Agreement"), which will include the process by which the Developer will be reimbursed for its payment of City Fees financed with the proceeds of bonds issued for the Community Facilities District. The City Council will consider and/or approve such an agreement at a later date.

Section 17. After completion of the City Improvements and appropriate arrangements for the maintenance of the City Improvements, or any discrete portion thereof as provided in Section 53313.51 of the Act to the satisfaction of the City, and in conjunction with the City's acceptance thereof, acquisition of the City Improvements shall be undertaken as provided in a separate Acquisition Agreement that the City shall enter into with the Developer.

Section 18. Because the facilities to be financed by the Community Facilities District will be completed after the adoption of the resolution of formation, the Act requires the facilities to be constructed as if they had been constructed under the direction and supervision, or under the authority of, the City. The City Council hereby determines that because the Acquisition Agreement (as defined in Section 16) provides for the acquisition of the facilities to be financed by the Community Facilities District, the Acquisition Agreement is not a public works contract and the construction of the facilities is not subject to the Public Contracts Code. The City Council further determines that Chapter 2.68, *Contracts and Purchasing*, of the Livermore Municipal Code does not apply to the construction of the facilities because the facilities are not a public project that is contracted for or procured by the City. In compliance with the Act, the City Council hereby directs the City Engineer to review the bid(s) solicited by the Developer and to confirm that, for each facility, the amount paid to the Developer under the Acquisition Agreement does not exceed the actual cost of the facility.

Section 19. The terms of the Agreement embodied by this resolution may be amended by a writing duly authorized, executed, and delivered by the City and the Authority, and approved by the City Council and the Authority, except that no amendment may be made after the issuance of the bonds by the Authority that would be detrimental to the interests of the bondholders without complying with all of the bondholder consent provisions for the amendment of the bond resolutions, bond indentures or like instruments governing the issuance, delivery, and administration of all outstanding bonds.

Section 20. No person or entity, including the Developer, shall be deemed to be a third-party beneficiary of this resolution, and nothing in this resolution (either express or implied) is intended to confer upon any person or entity other than the Authority and the City (and their respective successors and assigns) any rights, remedies, obligations, or liabilities under or by reason of this resolution.

Section 21. Except as otherwise provided herein, this resolution shall remain in force until all bonds have been retired and the authority to levy the special tax conferred by the Community Facilities District proceedings has ended or is otherwise terminated.

Section 22. The City Council hereby authorizes and directs the City Manager and other appropriate City staff to cooperate with the Authority and its consultants and to do all things reasonably necessary and appropriate to carry out the intent of this resolution and the Community Facilities District financing, and to execute any and all certificates and documents in connection with the bond issuance and to execute any and all documents as shall be approved by the City Manager, or their designee, after consultation with the City Attorney, or their designee, and the Authority's bond counsel.

Section 23. The City Council hereby directs the City Clerk to deliver a certified copy of this resolution to the Authority's Bond Counsel, Orrick, Herrington & Sutcliffe LLP.

Section 24. This resolution shall take effect upon its adoption.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 13, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

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

Exhibit A – Community Facilities District Boundaries
Exhibit B – Authorized Improvements and Fees

EXHIBIT A

COMMUNITY FACILITIES DISTRICT BOUNDARIES

The property eligible for inclusion in the Community Facilities District comprises generally the real property in the City of Livermore, County of Alameda, State of California, described as follows:

PARCELS 1, 2, 3, 4, 5, 6 AND 7, PARCEL MAP 9770, FILED SEPTEMBER 10, 2008 IN BOOK 310, PAGES 3 THROUGH 8, INCLUSIVE, OF MAPS, ALAMEDA COUNTY RECORDS.

The map on the following page describes such boundaries generally. A legible copy of the map may be found on file with the City Clerk's Office and the Community Development Department, Engineering Division - 1052 S. Livermore Ave., Livermore, CA 94550.

EXHIBIT A

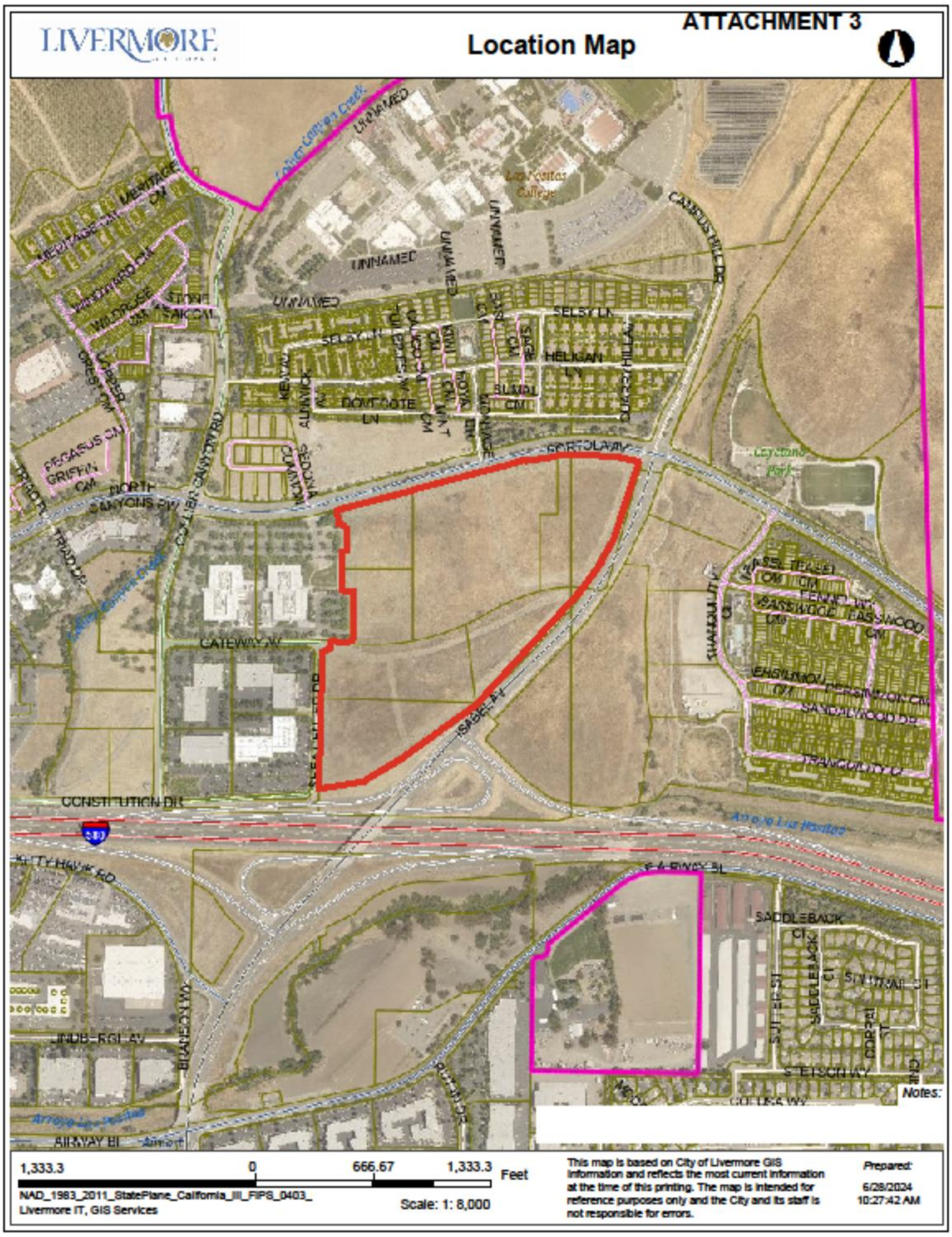
LIVERMORE
Location Map
ATTACHMENT 3
UNNAMED
SELBY LN
HELIGAN LN
DOVECOTE LN
PORTOLA AV
CATEWAY AV
ISABEL AV
CONSTITUTION DR
SADDLEBACK CT
STETSON WY
Notes:
1,333.3
0
666.67
1,333.3
Feet
NAD_1983_2011_StatePlane_California_III_FIPS_0403_
Livermore IT, GIS Services
Scale: 1: 8,000
This map is based on 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:
6/28/2024
10:27:42 AM

EXHIBIT B

AUTHORIZED IMPROVEMENTS AND FEES

Eligible facilities and fees that may be financed include all improvements and fees authorized under the Act and the Development Agreement. This may include, but not limited to, the following:

Transportation Improvements

Eligible roadway improvements include, but are not limited to: acquisition of land and easements; roadway design; project management; bridge crossings and culverts; pedestrian trails and tunnels; clearing, grubbing, and demolition; grading, soil import/export, paving (including slurry seal), and decorative/enhanced pavement concrete and/or pavers; joint trenches, underground utilities and undergrounding of existing utilities; dry utilities and appurtenances; curbs, gutters, sidewalks, bike trails (including onsite and off-site), enhanced fencing, and access ramps; street lights, signalization, and traffic signal control systems; bus turnouts; signs and striping; erosion control; median and parkway landscaping and irrigation; entry monumentation; bus shelters, bus and transit improvements including transfer stations and regional public transit improvements; masonry walls; traffic control and agency fees; and other improvements related thereto. Eligible improvements for the roads listed herein also include any and all necessary underground potable and recycled water, sanitary sewer, and storm drainage system improvements.

Water System Improvements

Authorized facilities include any and all water facilities designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: water storage, treatment and distribution facilities including waterlines and appurtenances, gate valves, pressure reducing stations, flow meters, fire hydrants, and other improvements related thereto such as site clearing, grading and paving; curbs and gutters; booster pump stations & power; stand-by generators; site lighting, drainage, sanitary sewer, and water service; landscaping and irrigation; access gates, and fencing; and striping and signage.

Recycled Water System Improvements

Authorized facilities include any and all recycled water system facilities designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: treatment and distribution facilities including pipelines and appurtenances, gate valves, flow meters, booster pump pressurization system, and other improvements related thereto - such as site clearing, grading and paving; curbs and gutters; booster pump stations; stand-by generators; site lighting, drainage, sanitary sewer, and water service; landscaping and irrigation; access gates, and fencing; and striping and signage.

Drainage System Improvements

Authorized facilities include any and all drainage and storm drain improvements designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: excavation and grading, pipelines and appurtenances, outfalls and water quality measures, detention/retention basins, drainage pretreatment facilities, drainage ways/channels, pump stations, landscaping and irrigation; access roads, gates, and fencing; and striping and signage and other improvements related thereto.

Wastewater System Improvements

Authorized facilities include any and all wastewater facilities designed to meet the needs of development within the CFD. These facilities include, but may not be limited to, pipelines and all appurtenances thereto; manholes; tie-in to existing main lines; force mains; lift stations; upgrades to existing lift stations; odor-control facilities; and permitting related thereto; and related sewer system improvements.

Park, Parkway and Open Space Improvements

Authorized facilities include any and all improvements to parks, parkways and open space required for development within the CFD. These facilities include, but may not be limited to: grading, turf, shrubs and trees, landscaping irrigation, site lighting, drainage, sanitary sewer and water service, pedestrian and bicycle trails, protective fencing (including soundwalls), pedestrian/bicycle bridges, storm drain crossings, wetland mitigation, hawk mitigation for authorized facilities herein, access gates and fencing and related open space improvements. Authorized facilities include acquisition of any and all parkland as well as open space/bike trail/public access easements required for development within the CFD.

Electrical System Improvements

Authorized facilities include any and all electrical supply and distribution facilities designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: design, distribution lines, vaults, conduit, trenching, transformers and installation of cabling.

Other Public Improvements

Authorized facilities include any and all public facilities and infrastructure designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: community center facilities, library facilities, police facilities, fire suppression and response facilities, other public safety facilities, corporation yards, municipal service centers, public parking garages, and other public buildings.

Fees and Charges

Authorized facilities include the direct funding of any of the above-mentioned facility types for which the City collects a development impact fee, capacity charge, fair share contribution, or other development-related fee.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.14**

DATE: October 13, 2025

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution approving the Memorandum of Understanding between the City of Livermore and the Association of Livermore Employees.

RECOMMENDED ACTION

Staff recommends that the City Council adopt a resolution authorizing the execution of the Memorandum of Understanding (MOU) between the City of Livermore and the Association of Livermore Employees for the period of October 1, 2025, through September 30, 2029.

DECISION TYPE

Administrative

SUMMARY

The Association of Livermore Employees (ALE) Memorandum of Understanding expired on September 30, 2025. ALE currently represents approximately 230 full-time equivalent positions and is the exclusive bargaining unit for the City's miscellaneous employees. On June 16, 2025, negotiations with ALE on a successor agreement commenced. The City and ALE met eleven (11) times on the terms to be contained in the successor MOU.

As a result of the meetings between the City and ALE, the parties reached a tentative agreement, subject to City Council approval, on terms and conditions of employment as set forth in Attachment 1 - Redlined Memorandum of Understanding.

DISCUSSION

The following is a summary of the proposed substantive changes to the previous ALE MOU which expired on September 30, 2025.

Term	October 1, 2025 - September 30, 2029 (4 years)
General Wage Adjustment	General wage adjustments will be provided to all employees holding classifications assigned to ALE as follows: Effective October 6, 2025 - 5% Effective October 5, 2026 - 3% Effective October 4, 2027 - 3% Effective October 2, 2028 - 3%
Recognition of Increased Medical Costs	In recognition of increases in medical costs, the MOU includes the following increases to base salary: Effective October 6, 2025 - 1% Effective October 5, 2026 - 1%
Health Care Benefits	Effective December 1, 2025, the City will pay up to $100 per month towards the premiums for the dental and vision plans selected by employees who are enrolled in a City medical plan.
Support Dog Handler Pay	Increase Support Dog Handler Pay to $400 per month.
Bilingual Pay	Increase Conversational Bilingual Pay to $60 per pay period. Increase Conversational and Written Bilingual Pay to $75 per pay period.
Safety Shoes	Eligible employees may be reimbursed up to $225 per calendar year for the purchase of safety shoes.

FISCAL AND ADMINISTRATIVE IMPACTS

The increase in the City's cost to salaries and benefits for the Association of Livermore Employees for the first year of the contract is $1,854,123. By the fourth year of the MOU the salary and benefit modifications will be $5,022,777 greater than the FY 2024-25 budget for ALE employees. Council's approval of the MOU includes the appropriation of the following funds to cover the increase costs of the MOU:

Fund #	Fund	FY 2025-26 ALE Allocation	FY 2026-27 ALE Allocation
100	General Fund	$1,115,210	$1,837,514
200	Low Income Housing Fund	7,565	12,465
210	Horizons	32,321	53,255
283	City Street Sweeping Fee	6,767	11,150
310	Downtown LMD	8,665	14,277
311	Other LMD	33,330	54,917
550	County Measure D	8,298	13,673
600	Airport	44,650	73,569
610	Stormwater	29,126	48,925
620	Wastewater	323,660	550,591
640	Water	113,887	200,623
700	General Liability	6,643	10,945
710	Workers Comp Insurance	6,643	10,945
720	Information Technology	39,272	64,708

730	Fleet & Equipment Services	49,464	81,502
740	Facilities Rehab Program	28,623	47,161
	Total	**$1,854,124**	**$3,086,220**

COMMUNITY PILLAR:

5. A City That Works

GOAL:

8. Attract, develop, engage, and retain a diverse and highly skilled workforce across the organization.

ATTACHMENTS

1. Redlined Memorandum of Understanding
2. Resolution
3. Exhibit A - ALE MOU 2025-2029

Prepared by: Eddie Jimenez
Human Resource Analyst I

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

MASTER

MEMORANDUM OF UNDERSTANDING

on

WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT

ASSOCIATION OF LIVERMORE EMPLOYEES

and

CITY OF LIVERMORE

TERM OF AGREEMENT

October 1, 2025~~1~~ – September 30, 2029~~5~~

~~TABLE OF CONTENTS~~

Table of Contents

CHAPTER 1. ADMINISTRATION 1

ARTICLE I. PARTIES TO UNDERSTANDING 1
ARTICLE II. RECOGNITION 1
ARTICLE III. STATE LAW COMPLIANCE 1
ARTICLE IV. CITY COUNCIL APPROVAL 1
ARTICLE V. TERMS OF UNDERSTANDING 1
CHAPTER 2. SALARIES AND OTHER COMPENSATION 1

ARTICLE I. SALARIES 1
ARTICLE II. OVERTIME COMPENSATION 2
ARTICLE III. CALL BACK PAY 3
ARTICLE IV. STANDBY PAY 3
ARTICLE V. TELEPHONE PAY 3
ARTICLE VI. COURT APPEARANCES 3
ARTICLE VII. WORK IN A HIGHER CLASS 4
ARTICLE VIII. UNIFORM ALLOWANCE ..... 5~~4~~
ARTICLE IX. TUITION REFUND PLAN 5
ARTICLE X. LICENSES AND CERTIFICATIONS 5
ARTICLE XI. DEFERRED COMPENSATION 6
ARTICLE XII. SUPPORT SERVICES TRAINING OFFICER PAY ..... 6~~6~~
ARTICLE XIII. HOLIDAY-IN-LIEU PAY ..... 7~~6~~
ARTICLE XIV. SAFETY SHOES ..... 7~~6~~
ARTICLE XV. PRESCRIPTION SAFETY GLASSES 7
ARTICLE XVI. BILINGUAL PAY ..... 7~~7~~
ARTICLE XVII. SHIFT DIFFERENTIAL ..... 8~~7~~
ARTICLE XVIII. SPECIAL EQUIPMENT OPERATORS PAY ..... 8~~8~~
ARTICLE XIX. PAID LUNCH BREAK ..... 9~~8~~
ARTICLE XX. SUPPORT DOG HANDLER ..... 9~~8~~
CHAPTER 3. LEAVES ..... 9~~8~~

ARTICLE I. VACATION ..... 9~~8~~
ARTICLE II. PERSONAL LEAVE ..... 11~~10~~
ARTICLE IV. FAMILY ILLNESS ..... 11~~10~~
ARTICLE V. BEREAVEMENT LEAVE ..... 11~~11~~
ARTICLE VI. IMMEDIATE FAMILY ..... 12~~11~~
ARTICLE VII. PARENTAL LEAVE ..... 12~~11~~
ARTICLE VIII. HOLIDAYS ..... 12~~11~~
CHAPTER 4. INSURANCES AND HEALTH CARE ..... 14~~13~~

ARTICLE I. HEALTH CARE BENEFITS ..... 14~~13~~
ARTICLE III. LONG TERM DISABILITY INSURANCE ..... 15~~14~~
ARTICLE IV. LONG TERM CARE INSURANCE ..... 15~~14~~
CHAPTER 5. RETIREMENT ..... 15~~14~~

ARTICLE I. PERS RETIREMENT PLAN ..... 15~~14~~

ARTICLE II. RETIREE HEALTH BENEFIT ..... 16~~15~~
CHAPTER 6. MISCELLANEOUS ..... 18~~18~~

ARTICLE I. EMPLOYEE COMMITTEE ..... 18~~18~~
ARTICLE II. DISCIPLINARY ACTION ..... 18~~18~~
CHAPTER 7. AGENCY SECURITY ..... 20~~20~~

ARTICLE I. REPRESENTATION ..... 20~~20~~
ARTICLE II. MEETING FACILITIES ..... 21~~20~~
ARTICLE III. BULLETIN BOARDS ..... 21~~20~~
ARTICLE IV. CLASSIFICATION SPECIFICATIONS ..... 21~~21~~
ARTICLE V. NO DISCRIMINATION ..... 21~~21~~

CHAPTER 1. ADMINISTRATION

ARTICLE I. PARTIES TO UNDERSTANDING

This Memorandum of Understanding is entered into by and between the CITY OF LIVERMORE, a municipal corporation hereinafter referred to as "CITY," and ASSOCIATION OF LIVERMORE EMPLOYEES, hereinafter referred to as "ALE" pursuant to Government Code 3500, et seq. This Memorandum of Understanding applies to those classes of employment set forth in Appendix A attached hereto and made a part hereof.

ARTICLE II. RECOGNITION

ASSOCIATION OF LIVERMORE EMPLOYEES is the formally recognized employee organization for the clerical, technical, professional, and public service employees in the classifications listed in Appendix A. The City Manager or designated representative is the representative of the City of Livermore in employer-employee relations matters.

The City agrees to notify ALE each month of all new employees hired into positions represented by ALE. The City shall provide each newly hired represented employee with a copy of the Memorandum of Understanding and the ALE dues form.

ARTICLE III. STATE LAW COMPLIANCE

This Memorandum of Understanding complies with the provision of Section 3500, et seq., of the Government Code of the State of California, and the City of Livermore City Council Resolution 977 in that the parties have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment for the employees in said representation unit, and have freely exchanged information, opinions, and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

ARTICLE IV. CITY COUNCIL APPROVAL

This Memorandum of Understanding shall be presented to the Livermore City Council as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing October 1, 2025~~1~~ and ending September 30, 2029~~5~~ except as provided in Chapter 1, Article V.

ARTICLE V. TERMS OF UNDERSTANDING

It is mutually recommended that the modifications shown in this Memorandum of Understanding (hereinafter referred to as Understanding) be made applicable on the dates indicated and in conjunction with the existing unmodified rules, regulations, and ordinances of the City, shall constitute the wages, hours, and working conditions for those employees represented by Association of Livermore Employees for the period October 1, 2025~~1~~ and ending September 30, 2029~~5~~.

CHAPTER 2. SALARIES AND OTHER COMPENSATION

ARTICLE I. SALARIES

Effective October 611, 20251, salaries shall be set according to the classifications and to the salary ranges assigned to each of the classifications listed in Appendix A, attached hereto, reflecting an increase of five percent (5%)two percent (2.0%). The City and ALE separately agree to market-based equity adjustments for certain classifications.

Salaries for the remaining contract years will be adjusted as follows:

10/105/20262 3%3.5%
10/094/20273 3%2.5%
10/072/20284 3%2.0%

In recognition of rising medical costs, the City will increase base monthly salaries cumulatively as follows:

Effective October 6, 2025 – 1%
Effective October 5, 2026 – 1%
Effective October 11, 2021 - $60.45
Effective October 10, 2022 - $62.88
Effective October 9, 2023 - $64.78
Effective October 7, 2024 - $66.40

These amounts will be pro-rated for part-time employees.

ARTICLE II. OVERTIME COMPENSATION

Overtime shall be paid in accordance with the Fair Labor Standards Act (FLSA). In addition, for those employees who are considered nonexempt for the purposes of the FLSA, overtime shall be paid for: (a) hours worked in excess of eight (8) hours in a regularly scheduled day or over such hours normally scheduled and worked in a day when assigned to a shift in excess of eight (8) hours; and (b) hours not regularly scheduled and worked in a day (such overtime shall be compensated at the rate of one and one-half (1½) times the employee's straight time rate of pay).

Sub-article (b) of this article shall not apply where an employee whose regular work schedule is less than eight (8) hours per day exceeds his/hertheir regular daily work schedule as the result of his/hertheir request for a temporary schedule adjustment, provided that overtime shall be paid to any such employee for time worked in excess of eight (8) hours in a day. An employee may make such a temporary adjustment in work schedule no more than once per pay period.

At the option of the employee, compensatory time off may be taken in lieu of overtime payment in accordance with the FLSA Section 7(o). Such time off shall be mutually agreeable to the employee and the supervisor taking into account (a) the normal schedule of work; (b) the anticipated peak hour workload based on past experience; (c) any emergency requirements for staff and services; (d) availability of qualified substitutes; and (e) whether scheduling the use of compensatory time off would require the payment of overtime to others. The fact that granting compensatory time off would require the payment of overtime to others shall not be the sole reason an employee is denied compensatory time off.

All accrued compensatory time off in excess of one hundred (100) hours must be liquidated by monetary payment.

Mutual agreements to set aside this MOU, (non-FLSA) overtime may be made, in writing, between the employee and the employee's department head or designee. Such mutual agreement may be made only in the following situations:

1. to accommodate an employee's personal request for an alternate or flexible work schedule (such as a 9/80, 4/10, etc.); and/or

2. to accommodate an employee's personal request to take time off during their normally scheduled work period (to include work periods normally scheduled for less than (8) eight hours, normally scheduled for (8) eight hours, and normally scheduled for more than (8) eight hours as part of an alternate or flexible work schedule) and to make up the time in the same FLSA work period.

ARTICLE III. CALL BACK PAY

When an employee, who is considered nonexempt for the purposes of the Fair Labor Standards Act (FLSA), has completed ~~his/her~~their normal shift for the day, is on a regular day off, or is on paid leave, and is called back to work, the employee shall, upon reporting, receive a minimum of three (3) hours work at the overtime rate (time and one-half), or if three (3) hours of work is not furnished, a minimum of three (3) hours of pay at the overtime rate. This provision does not apply to instances in which the employee is called to report before ~~his/her~~their regular starting time, and is furnished work until the end of ~~his/her~~their normal shift.

ARTICLE IV. STANDBY PAY

A Fair Labor Standards Act (FLSA) non-exempt employee who is assigned in writing to be on standby shall receive two (2) hours of pay at the employee's regular straight-time rate of pay on their regularly scheduled workday and three hours (3) of pay at the employee's regular straight-time rate of pay on their regularly scheduled days off and fixed City holidays.

Employees assigned to a standby period must report to work within one (1) hour of being called back to work. Employees called back to work shall be paid as designated in Article III, Call Back Pay.

ARTICLE V. TELEPHONE PAY

When an employee who is considered non-exempt for the purposes of the Fair Labor Standards Act (FLSA) has completed his or her normal shift for the day, is on a regular day(s) off, or on paid leave and is called by the employee's supervisor, department head or designee, such employee shall receive compensation as follows: An employee who is contacted outside his or her normal work hours to conduct City business will be paid twenty (20) minutes or for each minute exceeding 20 minutes at the overtime rate (time and one-half). More than one telephone call may be taken within the twenty (20) minute period without incurring additional compensation. If the employee is recalled after the initial twenty (20) minute period a new twenty (20) minute minimum will begin.

This provision does not apply to calls involving staffing availability, shift assignments, or shift coverage.

ARTICLE VI. COURT APPEARANCES

In Person Appearances

An employee who is required to appear in person at court in connection with the employee's usual official duties, or in connection with a case in which the City is a party, during ~~the hours other than the normal scheduled workday~~ off-duty time, shall receive a minimum of three (3) hours of pay at the overtime rate.

Employees required to appear in court on their normal day off or who are assigned to work a graveyard shift, shall receive a minimum of four (4) hours of pay at the overtime rate.

In the event the court appearance exceeds the minimum time provisions above, the employee shall be paid for all time worked at the overtime rate.

Remote Appearances
When a court appearance is for telephone, video, other remote testimony, or placed on standby by the District Attorney's Office, the employee shall receive a minimum of two (2) hours at the overtime rate. In the event the court appearance exceeds the minimum time provision above, the employee shall be paid for all time worked at the overtime rate.

Court Cancellation
In the event an employee is required to appear in court in person or remotely pursuant to a subpoena and such appearance is cancelled within twenty-four (24) hours prior to the scheduled appearance, such employee shall receive (a) two (2) hours paid at the overtime rate for in person testimony and (b) one (1) hour paid at the overtime rate for remote appearances. In –order to receive such compensation, the employee shall make a reasonable effort to determine if such court appearance has been cancelled more than twenty-four (24) hours prior to the scheduled appearance.

ARTICLE VII. WORK IN A HIGHER CLASS
When an employee has been assigned in writing by ~~his/her~~their department head to perform substantially the duties of a higher paid classification, and if the employee has worked in such classification for a minimum of three (3) consecutive workdays, the employee shall receive a minimum of five percent (5%) above their regular rate of pay or the minimum of the higher classification, whichever is greater, beginning from the first completed workday ~~for performing substantially the duties of the higher paid classification~~, provided that these duties are clearly not included in the job description of the employee's regular classification. In no event shall the employee receive a rate in excess of Step E or top of the range of the higher paid classification.

When an employee has been assigned in writing by their department head to perform substantially the duties of a higher paid classification in a different bargaining unit due to a vacancy or coverage for an extended leave of absence and the assignment is expected to exceed 30 calendar days, the employee shall receive a minimum of seven and one-half percent (7.5%) above their regular rate of pay or the minimum of the higher classification, whichever is greater, beginning from the first completed workday, provided that these duties are clearly not included in the job description of the employee's regular classification. In no event shall the employee receive a rate in excess of Step E or top of the range of the higher paid classification.

~~-~~An employee who otherwise would receive higher pay under this provision shall not be denied such pay based on lack of a written assignment if ~~his/her~~their department head requested performance of the duties of the higher paid classification and knew that the employee performed the requested duties. ~~–~~If an employee requests in good faith not to be assigned to perform the duties of a higher paid classification, the City shall consider the request before the duties are assigned to the employee. ~~In no event shall the employee receive a rate in excess of Step E of the higher paid classification.~~

An employee assigned to work in any higher classification including a higher classification that is outside the ALE bargaining unit, will receive callout, telephone, and standby pay, when provided in the ALE MOU, to be calculated at the wage rates set forth in this Article.

ARTICLE VIII. UNIFORM ALLOWANCE

The Uniform Allowance for regular full-time employees shall be Eight Hundred Fifty Dollars ($850) for Public Safety Dispatchers, Senior Public Safety Dispatchers, Supervising Public Safety Dispatchers, Police Clerks, Senior Police Clerks, Supervising Police Clerks, Animal Control Officers, Police Identification Technician, Supervising Property and Evidence ~~Technician~~Specialist, Community Service Specialists, Crime and Intelligence Analysts, Supervising Crime and Intelligence Analyst,~~and~~ Crime Prevention Specialist, and Crisis Intervention Specialist.

The Uniform Allowance shall be paid in equal amounts each pay period as earned.

Employees shall be given a three (3) month noticing period for uniform modifications.

Those employees who, as an existing practice, are provided uniforms from their department shall continue to receive such uniforms during the term of the agreement.

ARTICLE IX. TUITION REFUND PLAN

The Tuition Refund Plan established by the City July 1, 1971 was made available to employees of the ALE Representation Unit in lieu of previously discussed education incentive pay plan. An eligible employee may be reimbursed for seventy-five percent (75%) of the cost of tuition and books for educational courses related to the employee's work assignment which are attended during off-duty hours. In order to be eligible for tuition reimbursement, the employee must comply with the provisions outlined in Administrative Regulation No. 14 on Tuition Reimbursement.

ARTICLE X. LICENSES AND CERTIFICATIONS

The City will reimburse employees for the cost of state or other licensing or certification when such licensing or certification is verified by the department head to be a requirement for the job. If an employee fails a test required to gain certification, the City will not pay for costs associated specifically with the retesting portion of the certification fee.

Regulations and procedures covering course work for certifications are covered in the City of Livermore Personnel Rules and Regulations, Administrative Regulation 14, "Tuition Reimbursement" and Chapter 2, Article IX, Tuition Refund Plan of the MOU, except as follows. Reimbursement for course work required to maintain a required license or certification will be made at the rate of 100% upon verification by the department head that the course work is required to maintain certification.

Reimbursements will be effective for eligible employees employed by the City of Livermore for classes taken after April 30, 1995.

Commercial Drivers' License Pay

An employee working in a classification listed below, who holds a valid California Commercial Drivers' License (CDL), and who is required to maintain the CDL license, shall receive Thirty Five Dollars ($35.00) per pay period. Such pay shall be in addition to payment made by the City for the cost of obtaining the license as provided above.

The classifications are:; Electrician; Groundskeeper I, II, III & Supervising; Maintenance Trainee and Maintenance Worker I, II, & III; Mechanic; Senior Mechanic; Wastewater Collections Systems Trainee and Wastewater Collections Systems Worker I, II, & III; Water Distribution Operator Trainee, I, II, & III; Water Resources Coordinator; Water Resources Instrument Control Technician; Water Resources Mechanic I & II; and any other classification determined by the City to require a CDL.

Public Works Maintenance Division employees in positions with job classifications that do not require a commercial driver's license and who participate in the voluntary maintenance division standby program and maintain a commercial driver's license, and who may provide services associated with commercial driving to the City as part of the standby program, are to receive commercial driver's license (CDL) pay at $35.00 per pay period in accordance with pay received by other City commercial drivers.

An employee whose license is suspended or revoked shall promptly notify their supervisor; in such an event, the above payment shall terminate effective the first day of the pay period after suspension or revocation. Payment shall be reinstated when the employee presents a valid California Commercial Drivers' License.

An employee in violation of Administrative Regulation #18 (Policy on Drug and Alcohol Pursuant to the Department of Transportation Regulations) and who is prohibited from performing safety-sensitive functions shall not receive payment for their CDL for the period of time they are unable to perform driving functions.

ARTICLE XI. DEFERRED COMPENSATION

Eligible employees shall be able to participate in the deferred compensation program that the City may establish, administer, revise, sponsor, or make available to eligible employees.

~~Effective April 1, 2019, the City will contribute up to $75 per pay period (i.e. an additional $25 per pay period) to each employee's deferred compensation account if the employee contributes at least an equal amount.~~

The City shall contribute seventy-five dollars ($75.00) per pay period to an employee's deferred compensation account, provided the employee contributes seventy-five dollars ($75.00) per pay period.
~~The contribution and matching amounts will be pro-rated for part-time employees.~~

In addition, effective the first full pay period in October 2025, the City's matching contribution shall be as follows:

- The City shall contribute twenty-five dollars ($25.00) per pay period provided the employee contributes twenty-five dollars ($25.00) per pay period.
- The City shall contribute fifty dollars ($50.00) per pay period provided the employee contributes fifty dollars ($50.00) per pay period.

The contribution and matching amounts will be pro-rated for part-time employees.

ALE will have at least one representative and one alternate on the Deferred Compensation Committee established by the City.

ARTICLE XII. SUPPORT SERVICES TRAINING OFFICER PAY

Employees who are assigned by the Police Chief or designee as a Support Services Training Officer shall be paid Ninety Dollars ($90.00) per pay period for each full pay period they remain so assigned.

ARTICLE XIII. HOLIDAY-IN-LIEU PAY

In lieu of all holidays authorized or observed by the City, Public Safety Dispatchers, Senior Public Safety Dispatchers, Supervising Public Safety Dispatchers, Community Service Specialists (assigned to the Patrol Division), Crisis Intervention Specialist, Water Resource Operators-Trainee, Water Resources Operators – Grade I, Water Resources Operators – Grade II, Water Resources Operators – Grade III, ~~and~~ Senior Water Resources Operators, and Water Resources Supervising Operator shall receive holiday-in-lieu pay. Holiday-in-lieu pay shall be paid each pay period. The amount of such pay shall be seven and one half percent (7.5%) of the employee's base hourly rate of pay in effect during the pay period.

ARTICLE XIV. SAFETY SHOES

Public Works Department employees that are required to wear safety shoes or boots, and employees in the Engineering Technician, Neighborhood Preservation Officer, and Building Inspector series who perform field work, shall ~~receive~~ be eligible for an annual Safety Shoe- reimbursement~~Allowance of Two Hundred Dollars ($200) per fiscal year; such allowance will be paid in July of each year~~. An employee may be reimbursed up to Two Hundred and Twenty-Five Dollars ($225.00) per calendar year for the purchase of safety shoes.

~~New employees will receive a pro-rated Safety Shoe Allowance at the time they are hired. The amount they receive will be based on the number of months they will work until the next benefit is paid. If an employee is hired between the 1st and the 15th of the month, they would receive credit for that month. If an employee is hired after the 16th of the month, the benefit would start with the first of the next month.~~

The type of safety footwear will be determined within the safety standards established by the employee's department head or designee.

An employee, upon advance request to the supervisor, may be exempt from wearing such safety shoes. Any such exemption must be authorized by a supervisory representative of the employee's department, be based on the written advice of a medical doctor, or such other reason(s) as may be determined by the City, and not exceed a total of twenty (20) working days in any period of twelve (12) consecutive months.

ARTICLE XV. PRESCRIPTION SAFETY GLASSES

In accordance with the California Code of Administrative Regulation, subchapter 7, Group 2, Article 10, section 3382 (eye and face protection), employees working in locations where there is a risk of receiving eye injuries such as punctures, abrasions, contusions, or burns as a result of contact with flying particles, hazardous substances, projections, or injurious light rays (such as in a welding operation) which are inherent in the work environment, shall be eligible for reimbursement for safety prescription glasses in the amounts and frequency stated below.

An employee may be reimbursed up to One Hundred and Fifty Dollars ($150.00) per calendar year for the purchase of safety prescription glasses. Such safety glasses must meet the requirements set forth in the American National Standard, Practice for Occupational and Educational Eye and Face Protection, Z87.1-1989, and any other regulations that may be established regarding safety prescription glasses.

The decision of the Administrative Services Director in determining eligibility for prescription safety glasses shall be final and not subject to grievance or appeal.

ARTICLE XVI. BILINGUAL PAY

Employees identified by the department head and approved by the Administrative Services Director, who utilize one of the languages in the paragraph below while performing their assigned duties and are certified as competent at the conversational level shall receive Sixty Dollars ($60.00) per pay period starting with the first pay period after being certified for as long as they remain certified.

Employees identified by the department head and approved by the Administrative Services Director, who utilize one of the languages in the paragraph below while performing their assigned duties and are certified as competent at the conversational and written level, shall receive Seventy-Five Dollars ($75.00) per pay period starting with the first pay period after being certified for as long as they remain certified.

Bilingual pay shall apply to the following languages: Spanish, Vietnamese, Arabic, Farsi, Mandarin, Cantonese, Cambodian, Sign Language and other languages as determined by the Administrative Services Director.

Employees receiving bilingual pay are subject to periodic re-certification as a condition of receiving such payments.

~~Employees who are certified by their Department Head and approved by the Administrative Services Director and who use one of the following languages at both the written and conversational level while performing their assigned duties shall receive Sixty Dollars ($60.00) per pay period starting with the first pay period after their certification for as long as they remain certified.~~

~~Employees who are certified by their Department Head and approved by the Administrative Services Director who use one of the following languages at the conversational level while performing their assigned duties shall receive Thirty-Five Dollars ($35.00) per pay period starting with the first pay period after their certification for as long as they remain certified.~~

~~Employees who received Bilingual Pay in the last pay period of March 2007 shall receive such pay at the written and conversational level (Sixty Dollars [$60.00] per pay period) during the term of this agreement, as long as they remain certified. Employees are subject to periodic recertification as a condition of receiving Bilingual pay.~~

~~Bilingual pay shall apply to the following languages: Spanish, Vietnamese, Arabic (including Persian, Iranian and Farsi), Chinese, Cambodian, Sign Language, and other languages as determined by the Administrative Services Director.~~

ARTICLE XVII. SHIFT DIFFERENTIAL

Employees assigned to city facilities operating on a twenty-four hour, seven day a week schedule shall receive a shift differential of Two Dollars and Fifty Cents ($2.50) per hour for all hours worked on the shift for employees whose regular schedule requires that the employee work at least 4 hours between the hours of 4:00 p.m. and 6:00 a.m.

ARTICLE XVIII. SPECIAL EQUIPMENT OPERATORS PAY

Public Works Department employees assigned to operate a water tank truck, a street sweeper, a motor patrol grader, an aerial lift truck, a crane truck, a front end loader, a tractor, an asphalt grinder, a yard goat, a skid steer, a fork lift, a leaf loader, a back hoe, or a vehicle or combination of vehicles requiring a Commercial Driver's License in the performance of ~~his/her~~their job duties will receive Twelve Dollars ($12.00) per day. Such pay shall be in addition to all other compensation and it will be paid provided that

the employee is assigned to such equipment fifty percent (50%) or more of the employee's workday and does actually operate such equipment.

ARTICLE XIX. PAID LUNCH BREAK
~~ARTICLE XIX. PAID LUNCH BREAK~~

Employees in the following classifications shall receive a 30 minute paid lunch break while working a regularly scheduled shift: Animal Control Officer, Community Service Specialist, Public Safety Dispatcher, Senior Public Safety Dispatcher, Supervising Public Safety Dispatcher, Senior Police Clerk, Supervising Police Clerk, Property and Evidence Specialist, Supervising Property and Evidence Specialist, Crisis Intervention Specialist, Supervising Crime and Intelligence Analyst, WR Operator – Trainee, WR Operator – Grade I, WR Operator – Grade II, WR Operator – Grade III, WR Senior Operator, and WR Supervising Operator.

It is understood that such designated employees shall be required to remain on duty for the full number of hours of the work shift, including meal periods, if necessary, to respond to public service requirements. Meal periods for employees in the classifications designated above shall be considered as included within the hours of the scheduled work shift. As staffing levels permit, employees may leave their workstation while remaining on their facility or campus premises on a paid lunch break. Employees must immediately return to their workstation when called.

ARTICLE XX. SUPPORT DOG HANDLER

The Support Dog Handler is a voluntary and collateral assignment for a full-time non-managerial professional employee of the police department. The selection criteria for and roles and responsibilities of a Support Dog Handler, including, but not limited to caring for the health and welfare of the Support Dog, training, and required Support Dog activities and deployments, are covered under the Livermore Police Department Policy Manual Policy No. 1057. The Chief of Police will have the sole authority to continue or terminate the Support Dog program based on the Department's needs.

Employees assigned as a Support Dog Handler shall be compensated for routine time spent in the care, feeding, grooming, and other needs of the dog at the rate of Four Hundred Dollars ($400.00) per month. The Support Dog Handler is entitled to overtime compensation as set forth in this Memorandum of Understanding (MOU) when engaged in Support Dog activities outside the Support Dog Handler's regularly scheduled shift beyond the normal care, feeding, and grooming needs of the dog, or when the performance of Support Dog activities requires the Support Dog Handler to perform their regular job duties outside the regularly scheduled shift. Examples of these activities include community events, court appearances, or to provide comfort to a crime victim.

CHAPTER 3. LEAVES

ARTICLE I. VACATION

Eligible full-time employees shall accrue vacation as follows. Eligible part-time employees shall accrue a pro-rata amount based on their status as a three-quarter or half time budget allocation:

Years of Service	Accrual Rate Per Pay Period
First year*	3.10 hours
Second through fifth	4.62 hours

Sixth through tenth	5.23 hours
Eleventh through fifteenth	6.19 hours
Sixteenth through nineteenth	6.93 hours
Twentieth or more	7.40 hours

*Probationary employees must satisfactorily complete their probationary period before being advanced to the second year accrual rate. An employee whose position requires a probationary period that exceeds twelve months shall be advanced to the second year rate upon completion of one year of service.

Vacation Accumulation

Employees may accumulate up to three hundred forty (340) hours of vacation. Accrual will terminate after employee accumulates the 340 maximum vacation hours.

Vacation Selection

During the term of this Memorandum of Understanding, the City shall meet and confer with ALE over any proposed change to the methodology by which ALE represented employees in 24/7 departments schedule vacations, including but not limited to any proposed change to the length of vacation allowed.

Vacation Cash Out

An employee may receive a cash payment for unused vacation hours provided the employee has used a minimum of forty (40) hours vacation leave during the twelve months preceding the cash out date, retains a minimum balance of forty (40) hours of vacation, and cashes out a minimum of forty (40) hours. Payments shall be made in June and December of each year. This paragraph shall sunset on December 31, 2021.

Effective January 1, 2022, all employees will be eligible to cash out up to eighty-five (85) hours of vacation semi-annually during the months of June and December each year. Employees must retain a minimum balance of forty (40) hours of vacation at the time of each cash out.

During the month of December each year, employees must make an irrevocable election to cash out vacation in the following calendar year. Failure to submit an irrevocable election form shall be the same as electing not to cash out vacation leave during the following calendar year.

The employee will be responsible to make sure they have used the required number of hours and that the elected vacation hours to be cashed out are available at the time of each cash out. If an employee has not met the leave usage requirement or does not have enough vacation hours, the employee will not be eligible for vacation cash out during the year. The requirement to use vacation will sunset on December 31, 2021.

For vacation requested before the vacation cash out election date that was subsequently cancelled by the department after the vacation cash out election date, an employee may make a request to the City Manager to transfer the vacation hours they would have used to their vacation bank if their vacation balance is above 240 hours.

The City Manager may suspend the payout provision if ~~she/he~~they determine~~s~~ that a demonstrated fiscal crisis exists.

The City shall meet with ALE and explain, prior to suspension of the payout provision, if the City Manager intends to determine that a demonstrated fiscal crisis exists. This meeting shall not constitute formal meet and confer and impasse procedures do not apply.

ARTICLE II. PERSONAL LEAVE

Personal leave for eligible employees shall be credited and taken in accordance with the Personal Leave Policy governing personal leave days. Each payroll year eligible employees will be credited with personal leave as follows:

Sixteen (16) hours with an increase of eight (8) hours for each five (5) years of service to a maximum of 40 hours for each eligible employee whose position is budgeted for forty (40) hours per week.

Twelve (12) hours with an increase of six (6) hours for each five (5) years of service to a maximum of 30 hours for each eligible employee whose position is budgeted for thirty (30) hours but less than forty (40) hours per week.

Eight (8) hours with an increase of (4) hours for each five (5) years of service to a maximum of 20 hours for each eligible employee whose position is budgeted for twenty (20) hours but less than thirty (30) hours per week.

For employees hired after June 26, 2017, Personal leave shall be credited and taken in accordance with the Personal Leave Policy governing personal leave days. Each payroll year eligible employees will be credited with personal leave as follows:

Sixteen (16) hours for each eligible employee whose position is budgeted for forty (40) hours per week.

Twelve (12) hours for each eligible employee whose position is budgeted for thirty (30) hours but less than forty (40) hours per week.

Eight (8) hours for each eligible employee whose position is budgeted for twenty (20) hours but less than thirty (30) hours per week.

Employees not in a paid status at the beginning of the payroll year will not be credited with personal leave until their return to work.

ARTICLE III. SICK LEAVE

Sick leave accrual and usage shall be established by the City Personnel Rules and Regulations and as modified by the Master Memorandum of Understanding between ALE and the City.

ARTICLE IV. FAMILY ILLNESS

An employee may use sick leave for absences caused by the illness or injury of a member of the employee's immediate family (as defined below under Article VI Immediate Family) which requires the presence of the employee. For the purpose of this section, an employee may use up to one-half of their annual sick leave accrual.

ARTICLE V. ~~FUNERAL~~ BEREAVEMENT LEAVE

In the event of a death in the immediate family ~~(as defined below under Article VI. Immediate Family)~~ of an employee, the employee shall, upon request, be granted time off, with pay, the equivalent of three (3)

regularly scheduled workdays. The~~.~~ immediate family shall be defined as any of the following of the employee, the employee's spouse, or the employee's domestic partner:

- Spouse or registered domestic partner
- Child(ren)
- Parents
- Siblings
- Grandparents
- Grandchildren
- A relative residing in the employee's household or dependent on the employee for full support.

In the event of the death of an employee's non-immediate family, an employee may use up to the equivalent of three (3) regularly scheduled workdays of accumulated sick leave. The non-immediate family shall be defined as any of the following of the employee, the employee's spouse, or the employee's domestic partner:

- Aunt or Uncle

~~In the event of a death of an aunt or uncle of an employee, the employee shall, upon request, be allowed to use the equivalent of three (3) regularly scheduled workdays of sick leave..~~

Employees may supplement the paid bereavement leave above with accrued leave (including vacation, personal leave, compensatory time, or sick leave) to reach a total of five (5) workdays of time off per incident of bereavement. The days of leave need not be consecutive. Employees may schedule additional time off, as needed, using accrued vacation, personal leave, or compensatory time off with the approval of their supervisor.

~~When unusual circumstances exist, an extension may be granted upon recommendation of the employees' Department Head. Such extension may not exceed sixteen (16) additional sick leave hours.~~

~~At the request of the City, the employee will furnish a death certificate and proof of relationship.~~

ARTICLE VI. IMMEDIATE FAMILY

The immediate family is defined as the employee's spouse, parents of employee or spouse, or registered domestic partner, children, step-children who reside in the employee's household, brothers of employee or spouse, sisters of employee or spouse, grandparents of employee or spouse, grandchildren of employee or spouse, foster parent, foster child or relative living within the employee's household and registered domestic partner. An employee may register a domestic partner by meeting the requirements set forth in the City of Livermore Declaration of Domestic Partnership form. The form will be filed with Human Resources and kept in the employee's confidential medical file in Human Resources.

ARTICLE VII. PARENTAL LEAVE

Any employee who becomes a parent by adoption or foster care placement of a child or any employee who becomes a parent due to the birth of a child will be entitled to the use of up to one-half their annual sick leave accrual. Such leave will be in addition to and may be combined with that allowed under the City's Personnel Rules and Regulations, Chapter 11, Section 11.04, Sub-section C.

ARTICLE VIII. HOLIDAYS

Eligible employees shall be entitled to take all authorized holidays off with pay. If a holiday falls on an employee's scheduled day off, the employee shall receive an in-lieu day off, not to exceed eight (8) hours pay, in the same pay period or the next pay period.~~, or receive an in-lieu day off, or days pay when required to work on a scheduled work day, not to exceed eight (8) hours pay for any one (1) day and the appropriate pro-rata amount for part-time employees. If it is not feasible to grant an in-lieu day off, the employee shall be compensated eight (8) hours at the rate of one and one-half (1-1/2) times the employee's straight time rate of pay for any one (1) holiday~~. Part-time employees will be compensated the appropriate pro-rata amount based on eight (8) hours as full time.

When an employee is scheduled to and does work on a day observed as a holiday, the employee shall receive one and one half (1½) times pay for all hours worked, in addition to the pay for the holiday.~~, or, in lieu thereof, compensatory time, as long as the hours worked on the holiday aren't required to be reported as Regular hours to CalPERS, for each hour and each one-tenth (1/10) part of an hour worked in addition to their regular pay for the holiday.~~

Part-time employees who are regularly scheduled to work eight (8) hours or more and are entitled to take an authorized holiday off, may elect to take time off without pay in lieu of using vacation or compensatory time in order to supplement the hours required for that regularly scheduled work day. The intent of this exception is to allow the employee to minimize the use of vacation or compensatory time when accounting for hours on holidays. Should an employee elect to take time off without pay under this section, the employee will continue to receive all other benefits and compensation at their normal rates without interruption.

In order to be eligible for holiday time off or pay in lieu thereof, the employee must be in an approved pay status on both their scheduled workday immediately preceding and their scheduled workday immediately following the holiday.

The authorized holidays are:

(1) New Year's Day
(2) Martin Luther King, Jr. Day (third Monday of January)
(3) President's Day (third Monday of February)
(4) Memorial Day (last Monday of May)
(5) Independence Day
(6) Labor Day (first Monday of September)
(7) Veteran's Day
(8) Thanksgiving Day
(9) Day after Thanksgiving Day
(10) December Twenty-fourth (24th)
(11) December Twenty-fifth (25th)
(12) December Thirty-first (31st)

When a holiday listed above falls on a Saturday, the preceding Friday shall be considered the holiday, and when a holiday listed above falls on a Sunday, the following Monday shall be considered the holiday.

Exception:

When December 25 and January 1 fall on Saturday, Sunday or Monday, the December 24, 25, 31 and January 1 holidays shall be observed as follows:

When December 25 and January 1 fall on Saturday, the preceding Thursday and Friday shall be considered holidays.

When December 25 and January 1 fall on Sunday, the preceding Friday and the following Monday shall be considered holidays.

When December 25 and January 1 fall on Monday, that Monday and the preceding Friday shall be considered holidays.

ARTICLE IX. DONATION OF LEAVE TIME TO OTHER EMPLOYEES

This is a system whereby a member covered by this agreement may donate accumulated time off from compensatory time or vacation accruals to another member. The City shall limit such donations to situations where the reason of the donation of leave time is necessitated by the illness or injury of the recipient and who is threatened with loss of earnings due to the exhaustion of the recipients leave benefits.

All such donations shall only be used in those situations where the recipient member is expected to return to full duty. This agreement shall not prevent members from donating such time to City employees not covered by this agreement.

CHAPTER 4. INSURANCES AND HEALTH CARE

~~CHAPTER 4. INSURANCES AND HEALTH CARE~~

ARTICLE I. HEALTH CARE BENEFITS~~HEALTH, MEDICAL AND DENTAL CARE BENEFITS~~

~~Effective January 1, 2017, t~~The City will provide a monthly contribution of One Thousand Nine Hundred and Fifty Dollars ($1,950.00) from which an~~the~~ employee may pay medical, dental, and/or vision premiums.~~,~~ Any unused portion of the employee's benefit amount will be added as taxable income to the employee's earnings. ~~or other costs for health care programs as the City shall establish revise, sponsor, or make available to all eligible employees.~~ Contribution amounts are prorated for employees who work part-time.

Effective December 1, 2025, the City will pay up to One Hundred Dollars ($100.00) per month towards the premiums for the dental and vision plans selected by employees who are currently enrolled in a City medical plan. This contribution will be prorated for employees who work part-time.

If an employee requests to cancel/waive the City medical insurance coverage, the employee must present proof of medical~~, dental, and/or vision~~ insurance coverage through another group provider. The employee will be required to certify their coverage on an annual basis during the open enrollment period to continue receiving the benefit.~~Any employee requesting a waiver of medical, dental, and/or vision coverage will be required to meet all rules and conditions covering the administration of the health plans.~~ An employee who has cancelled or waived insurance provided by the City and experiences a qualifying event, such as the loss of medical coverage through another provider, may be eligible to enroll in the City's insurance program as long as they meet the enrollment requirements.

~~Any unused portion of the City's contribution will be added as taxable income to the employee's earnings.~~

The City will meet with ALE representatives to discuss health insurance issues at least twice per year. Whenever possible, no less than thirty days before the scheduled open enrollment period, the City will provide written notice to ALE of any proposed changes to premiums, plan design, insurance carriers or other changes to the City's medical, dental, and other insurance benefits and/or carriers available to members. At ALE's request, the City will meet and discuss with ALE representatives any proposed changes to health, medical, dental, and other insurance programs including carriers or insurance broker(s), offered by the City to its members.

ARTICLE II. LIFE INSURANCE

Effective no later than 60 (sixty) days following adoption by the City Council, each eligible employee shall receive Sixty Thousand Dollars ($60,000) of basic life insurance coverage paid for by the City under the provisions of the Life Insurance Program as established, administered, revised, sponsored, and made available to all eligible employees by the City.

Eligible enrolled employees may purchase supplemental life insurance starting at $30,000 of coverage in increments of $10,000 to the lesser of $300,000 or five (5) times the employees base salary, pursuant to California law.

ARTICLE III. LONG TERM DISABILITY INSURANCE

The City will select, administer, revise, and sponsor a Long Term Disability Insurance program with a maximum monthly benefit of $5,000 per month and make the program or plan available to all eligible employees. Effective sixty days following adoption by the City Council, the City shall contribute an amount not to exceed Forty-Two Dollars and Fifty Cents ($42.50) per month per individual employee toward the monthly premium cost of enrolled employees, and in no event shall the City be obligated to contribute an amount in excess of the actual cost, if lesser, for an individual employee. If, during this contract period, the LTD premium exceeds $42.50 per month, the City will meet and confer with ALE to discuss how to address the increase.

ARTICLE IV. LONG TERM CARE INSURANCE

Effective January 1, 2008, the City will select, administer, revise and sponsor a voluntary long term care insurance program and make the plan available to eligible employees. The employee shall pay any and all required premiums for this plan. This program may be terminated at any time in the event that the plan fails to meet the minimum enrollment requirement established by the insurance carrier. The insurance carrier's rules regarding eligibility shall be applicable.

CHAPTER 5. RETIREMENT

ARTICLE I. PERS RETIREMENT PLAN

The City of Livermore contracted with the California State Employees' Retirement System for an employee's retirement plan effective January 1, 1952. The retirement plan is now titled California Public Employees' Retirement System (PERS), local miscellaneous member category. Said plan was first amended effective November 1, 1959, and subsequently further amended as follows:

AMENDMENT	EFFECTIVE DATE	SUPERSEDED
Three Year Final Compensation	July 1, 1967	June 18, 1990

1959 Survivor Benefits	July 1, 1967	June 18, 1990
Credit for Unused Sick Leave	November 22, 1978	
Third Level 1959 Survivor Benefits	June 18, 1990	March 25, 1999
One Year Final Compensation	June 18, 1990	
2% @ 55 Full Formula	June 26, 1995	October 3, 2003
Employer Paid Member Contribution (EPMC)	June 24, 1996	April 8, 2013
Fourth Level Survivor Benefit	March 25, 1999	
Death Benefit/Remarriage	March 25, 1999	
Military Service Credit	October 3, 2003	
2.7% @ 55 Full Formula	October 3, 2003	
2% @ 60 Full Formula	December 30, 2012	
2% @ 62 Full Formula	January 1, 2013	

Effective December 30, 2012, newly hired classic miscellaneous CalPERS members, as defined under the Public Employees' Pension Reform Act (PEPRA), are covered by the 2%@60 retirement formula with the Three Year Final Compensation provision. Such newly hired employees under this second tier will be responsible for the entire 7% (seven percent) employee paid member contribution.

As a result of the passage and enactment of PEPRA effective in January 2013, employees covered under this Memorandum and determined to be new members to CalPERS, shall make retirement contributions consistent with the provisions of PEPRA. Such provisions include a mandatory member retirement contribution of 50% of the total normal cost for the plan with a retirement formula of 2%@62 and the highest average annual compensation earned during three (3) consecutive years of CalPERS service.

ARTICLE II. RETIREE HEALTH BENEFIT

Eligibility Criteria

The following eligibility criteria will apply to ALE employees who retire on or after October 3, 2003. It shall not apply to any former employees who retired prior to October 3, 2003.

1. The employee must have retired within 120 days of their last day of employment with the City of Livermore, except in a case of ~~a husband and wife~~ spouses who both work for the City (see "~~Husband and Wife~~Married Employees") and

2. The employee must have obtained a minimum of ten (10) years of service credit working for a CalPERS covered employer, which includes a minimum of five (5) years of full-time employment or equivalent with the City of Livermore. The total years of service working for a CalPERS covered employer will be validated by CalPERS and/or the employee's former employers at the time of retirement.

~~Industrial Disability Retirement~~

~~An employee who retires from the City of Livermore with an industrial disability retirement from CalPERS and who is totally disabled will be eligible for this benefit regardless of his or her length of service.~~

~~Husband and Wife~~Married Employees

If both ~~husband and wife~~spouses are employees of the City of Livermore, both must be retired before they become eligible for the retiree health benefit. The above described eligibility requirement of retirement within one hundred and twenty (120) days of employment with the City is applicable to only the second

spouse to retire. When both are retired, each will be eligible for the benefit amount. If the retirees divorce, each will continue to receive the health benefit.

Reimbursement Amount

The percentage used to calculate the reimbursement amount will be based on the percentage schedule listed below and the active Kaiser Plan A 2-Party Health Plan premium rate for an employee and one dependent. If the City institutes the CalPERS medical plan, the CalPERS Kaiser (CA) Bay Area Region premium rate for an employee and one dependent would replace the active Kaiser Plan A 2-Party rate. The retiree health benefit will reimburse the cost of medical insurance; this does not include premium costs for dental, vision, or other similar forms of health services.

CalPERS Years of Service	City's Contribution
10	70% (effective 1/1/06)
15	80% (effective 1/1/06)
20	90% (effective 1/1/06)
25+	100%

The reimbursement amount will be for the actual cost of the monthly premium for medical insurance for the retiree and one dependent. The reimbursement amount shall not exceed the maximum amount that the retiree qualifies for based on the active Kaiser Plan A 2-Party premium rate for the employee plus one dependent and his or her years of service.

Effective for employees retiring after December 31, 2005 and before ratification of this Memorandum, the benefit amount for retiree health insurance shall not exceed the Kaiser Plan A 2-Party premium rate for an active employee and one dependent or One Thousand Six Hundred Seventy Three Dollars ($1,673.00) per month minus the dental premium for an active employee and one dependent enrolled in the base dental plan, whichever is less. The City will adjust the benefit amount of $1,673 in January of each year by an amount equal to the increase, if any, in the Health Net PPO Family premium rate. The twelve month cost of such an increase shall not exceed one percent (1%) of the annual base salary budgeted amount for all ALE positions.

Effective for employees retiring after ratification of this Memorandum and before January 1, 2017, the benefit amount for retiree health insurance shall not exceed the Kaiser Plan A 2-Party premium rate for an active employee and one dependent or One Thousand Five Hundred Eighty One Dollars ($1,581.00) per month, whichever is less. The City will adjust the benefit amount of $1,581 in January of each year by an amount equal to the increase, if any, in the Health Net PPO Family premium rate. The twelve month cost of such an increase shall not exceed one percent (1%) of the annual base salary budgeted amount for all ALE positions.

Effective for employees retiring on or after January 1, 2017 and before October 1, 2025, the benefit amount for retiree health insurance shall be $1,950 per month or the monthly health benefit contribution for active employees provided pursuant to Chapter 4, Article I, whichever is greater.

Effective for employees retiring on or after October 1, 2025, the benefit amount for retiree health insurance shall be $1,950 per month.

Upon the retiree's eligibility for Medicare, the City will reimburse an amount including the cost of Medicare Parts A and B, if the employee is required to obtain such parts to secure medical coverage. The total amount of the reimbursement will not exceed the maximum amount for which the retiree qualifies.

A surviving spouse of a deceased retiree will be eligible to receive reimbursement in an amount equal to 50% of the reimbursement amount in effect at the time of death of the retiree. The surviving spouse must have been married to the retiree at the time of retirement. Eligibility for this benefit will cease upon remarriage or death of the spouse.

Administration

The City Manager will determine what form of evidence and frequency of its submission to the City is necessary for verification of retiree medical insurance coverage. Additionally, the City Manager will be responsible for establishing all procedures and policies necessary for administering the program in an orderly and equitable manner.

Retirement Health Savings Account

Employees hired on or after April 1, 2007 shall not be eligible for the above Retiree Health Benefit set forth in Article II. An employee shall receive a retirement health savings account with a City contribution of four percent (4%) of the employee's base salary.

CHAPTER 6. MISCELLANEOUS

ARTICLE I. EMPLOYEE COMMITTEE

The City recognizes the establishment of an Employee's Committee to be comprised of seven (7) representatives from all classifications represented by ALE within the Police Department. No more than two (2) employees from the same classification will be allowed to serve on the committee at the same time. The representative(s) should be rotated, if possible, on a calendar year basis.

The committee shall be given the opportunity to meet no more than once each month with the Chief of Police to discuss departmental issues affecting the employees in the above listed classifications. The committee shall request the meeting at least one week in advance of the meeting and the request will be accompanied by an agenda listing and explaining the specific issue(s) to be discussed. No meeting will take place if no agenda, with at least one item for discussion, is presented with the meeting request. The Police Department agrees to release, with pay, all (7) of the committee members from work, if on duty, for a period not to exceed one and one-half (1½) hours for attendance at the scheduled meeting. The Chief of Police and the committee may mutually agree to discontinue this committee at such time as each agrees it is no longer necessary to meet and they may, upon mutual agreement, reconvene the committee.

In furtherance, to increase the communication within the Police Department, ALE shall notify the Chief of Police, at the beginning of each calendar year, of the name of its Police Department member who is designated to receive all proposed changes to the Police Department General Orders and Division Orders. This member will also attend department monthly staff meetings on behalf of ALE, with pay.

ARTICLE II. DISCIPLINARY ACTION

Section A

Disciplinary action shall be in accordance with Chapter 13 of the City's Personnel Rules and Regulations except as amended herein.

Section B
Disciplinary action in the form of suspension of more than five (5) days, a reduction in pay equal to more than a five (5) day suspension, a demotion, or termination of employment may be submitted for arbitration by ALE. Disciplinary actions submitted for arbitration under this provision shall be in lieu of an appeal to the City Manager pursuant to Personnel Rule 13.

Should the parties fail to agree on a neutral arbitrator, they shall request a list of seven (7) qualified arbitrators from the State of California Mediation and Conciliation Service. The parties shall alternately strike names from the list until one name remains. The party to strike the first name shall be determined by a coin toss.

The selected arbitrator shall conduct a hearing, make record of the hearing, and issue a final and binding decision which may be to uphold, modify or rescind the disciplinary action.

The cost of the arbitrator and all incidental costs (such as court reporter fees, transcription fees, etc.) shall be shared equally between the City and ALE.

Section C
A request to arbitrate a disciplinary action pursuant to Section B above shall be made in writing by ALE to the Administrative Services Director within ten (10) calendar days of the date of ALE's receipt of the "notice of discipline."

Section D
The individual issuing a "notice of intended discipline" requiring a "Skelly Meeting" (disciplinary actions of a suspension of more than five (5) days or reductions in pay equal to more than a five (5) day suspension, demotion or termination) shall not be appointed the "Skelly" meeting officer.

Section E
ALE shall be provided with a copy of the "notice of discipline" for a disciplinary action subject to arbitration as set forth in Section B above, and for a disciplinary action that may be appealed to the City Manager as set forth in Personnel Rule 13.03

ARTICLE III. EMPLOYEE PERFORMANCE EVALUATIONS
Annual step salary increases shall not be denied or delayed due to lack of a performance evaluation. Performance of duties in a higher paid classification shall not adversely affect an employee's performance evaluation.

ARTICLE IV. WORK SCHEDULES
Employees in the Dispatch Unit, ~~and~~ Community Service Specialists, and Animal Control Officers who work a 4/11 shift schedule have a regular work schedule that shall consist of an average of 2,080 hours per year. The 4/11 shift schedule requires that employees work an additional seventy-two (72) hours per year to meet the 2,080 hours worked per year requirement.

In order to meet the seventy-two (72) hour requirement, twenty (20) hours will be scheduled as continuous professional training and fifty-two (52) hours will be scheduled as additional training, public appearances, special events staffing or to cover staffing needs of the Police Department.

An employee may elect by January 15 of each year to apply up to eight (8) hours of available accrued vacation, compensation time, or personal leave toward meeting the seventy-two (72) hour requirement. The City will notify employees of the leave election options and selection deadline by December 1 of each year. If a so notified employee does not make a leave election by January 15, the default election will be for the employee to work the fifty-two (52) hours. New employees will be required to work the additional hours needed based on the employees hire date.

The tracking period for the additional hours worked per year is based on the payroll calendar year. Hours will be pro-rated for part-time employees.

ARTICLE V. FATIGUE RECOVERY TIME

An employee who has worked sixteen (16) or more hours within a twenty-four (24) hour period and/or has worked on call-back within six (6) hours of the scheduled start time of ~~his/her~~their next regular shift and feels they~~he/she~~ cannot work safely because of fatigue shall notify ~~his/her~~their supervisory immediately. The employee will be provided with a maximum of eight (8) consecutive hours of rest time, based on the requested rest time election of the employee, between the time the employee leaves the work site to when ~~he/she~~they reports back to work, subject to the following conditions.

An employee called to report within three hours of their~~his/her~~ regular starting time will not be provided rest time under this provision unless, at the time they~~he/she~~ are~~is~~ called to report, either (a) the employee already has worked on call-back within six (6) hours of the scheduled start time of their~~his/her~~ next regular shift, or (b) the employee has worked sixteen (16) or more hours within a twenty-four (24) hour period.

If any portion of the up to eight (8) hours of rest falls within the employee's next scheduled work shift, an employee who requests rest time under this provision may be paid for up to three (3) hours at the employee's straight time pay and may elect to take accrued personal, vacation, and/or compensatory time off leave for any remaining portion of the up to eight (8) hours.~~An employee who requests rest time under this provision may elect to take accrued personal, vacation, and/or CTO leave for any portion of the up to eight (8) hours of rest that falls within the employee's next scheduled work shift.~~

For rest break and meal period purposes, the work day of an employee returning from rest time under this provision will be deemed to have started upon the employee's return to work, and employee's quit time will be the same as if ~~he/she~~they had reported for work at ~~his/her~~their normal start time.

The City may suspend providing rest time under this provision for the duration of an emergency declared by the City Council.

CHAPTER 7. AGENCY SECURITY

ARTICLE I. REPRESENTATION

City employees who are official representatives of ALE will be given reasonable time off with pay and benefits during their regularly scheduled work hours to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation or grievances are being

considered. The use of official time for this purpose will be reasonable and shall not interfere with the performance of City services as determined by the employee's department head.

ALE may select six (6) representatives from its general membership or Board members to engage in investigating and assisting employees in the resolution of grievances. Additionally, ALE may select up to six (6) representatives from its general membership or Board members to engage in negotiations with City representatives.

ALE shall promptly advise the Administrative Services Director in writing of the names of the representatives. Except in emergency situations, each employee will submit a written request for time off to their department head or designee, at least three (3) working days prior to scheduled meetings. Supervising employees shall not represent non-supervising employees who are in the supervisor's line of supervisory responsibility in regards to disciplinary matters in grievance procedures.

ARTICLE II. MEETING FACILITIES

ALE is allowed to reserve City meeting and conference rooms for use during lunch periods and other non-working hours. Use of such meeting places will be made available in conformity with City rules and are subject to the limitations of prior commitments.

ARTICLE III. BULLETIN BOARDS

ALE will be allowed reasonable access to City bulletin boards for the purpose of posting, transmitting, or distributing notices or announcements regarding ALE membership meetings, results of elections, reports of minutes of ALE meetings, social events, and recreational events. Any other materials must be submitted to the Administrative Services Director or designee for approval five (5) working days prior to the requested posting date. All posted materials must be dated, and unless special arrangements are made, ALE will remove all posted materials, thirty-one (31) calendar days after the publication date.

ARTICLE IV. CLASSIFICATION SPECIFICATIONS

The City agrees to provide ALE an opportunity to review new and revised classification specifications seven (7) working days prior to finalization by Human Resources.

ARTICLE V. NO DISCRIMINATION

ALE shall not discriminate on the basis of race, color, ancestry, national origin, religious creed, sex, sexual orientation, age, physical or mental disability, marital status or political opinion or affiliation for ALE activity to the extent prohibited by applicable State and Federal Law. The City will not discriminate against an employee for engaging in ALE membership or activity to the extent prohibited by applicable State and Federal law.

Executed this _____ day of _____, 2025~~1~~, by the Employee-Employer representatives whose signatures appear below for their respective organizations.

Employee Representatives City of Livermore Association of Livermore Employees	Employer Representative
By _____ Jonathan Browning~~Michael Pato~~, Interim President	By _____ Marianna Burch~~Marc Roberts~~, City Manager
By _____ Renea Dawes~~Nick Bagakis~~, ~~Negotiator~~Secretary	By _____ Tina Olson~~Douglas Alessio~~, Admin. Services Dir.
By _____ Lisajoy Calegari~~Jonathan Browning~~, Negotiator	By _____ Kristen Hilton, Human Resources Manager
By _____ Braden Christensen~~Renea Dawes~~, Negotiator	By _____ Natalie Villasenor, Human Resources Senior Analyst
By _____ Marco Torres~~Kathy Hughes~~, Negotiator	By _____ Kaylin Larson, Human Resources Analyst II
By _____ Denni Smiley, Negotiator	By _____ Eddie Jimenez, Human Resources Analyst

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LIVERMORE AND THE ASSOCIATION OF LIVERMORE EMPLOYEES

The Association of Livermore Employees (ALE) Memorandum of Understanding expired on September 30, 2025. The City and ALE met and negotiated a successor Master Memorandum of Understanding.

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

1. The amendments to the Master of Memorandum of Understanding (MOU) between the City of Livermore and the Association of Livermore Employees for the period of October 1, 2025, through September 30, 2029, as reflected in the attached Exhibit A, is hereby approved, and the City Manager is authorized to execute that MOU on behalf of the City of Livermore.

2. Appropriate funds in the amount of $1,854,124 for FY 2025-26 and $3,086,220 for FY 2026-27, as shown in the table below:

Fund #	**Fund**	**FY 2025-26 ALE Allocation**	**FY 2026-27 ALE Allocation**
100	General Fund	$1,115,210	$1,837,514
200	Low Income Housing Fund	7,565	12,465
210	Horizons	32,321	53,255
283	City Street Sweeping Fee	6,767	11,150
310	Downtown LMD	8,665	14,277
311	Other LMD	33,330	54,917
550	County Measure D	8,298	13,673
600	Airport	44,650	73,569
610	Stormwater	29,126	48,925
620	Wastewater	323,660	550,591
640	Water	113,887	200,623
700	General Liability	6,643	10,945
710	Workers Comp Insurance	6,643	10,945
720	Information Technology	39,272	64,708
730	Fleet & Equipment Services	49,464	81,502
740	Facilities Rehab Pgm	28,623	47,161

	Total	**$1,854,124**	**$3,086,220**

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 13, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Kimberly Cilley
Kimberly Cilley
City Attorney

Exhibit A – Master Memorandum of Understanding – Association of Livermore Employees

MASTER

M E M O R A N D U M O F U N D E R S T A N D I N G

on

WAGES, HOURS, AND OTHER TERMS AND
CONDITIONS OF EMPLOYMENT

ASSOCIATION OF LIVERMORE EMPLOYEES

and

CITY OF LIVERMORE

TERM OF AGREEMENT

October 1, 2025 – September 30, 2029

TABLE OF CONTENTS

CHAPTER 1. ADMINISTRATION 1

ARTICLE I. PARTIES TO UNDERSTANDING 1
ARTICLE II. RECOGNITION 1
ARTICLE III. STATE LAW COMPLIANCE 1
ARTICLE IV. CITY COUNCIL APPROVAL 1
ARTICLE V. TERMS OF UNDERSTANDING 1

CHAPTER 2. SALARIES AND OTHER COMPENSATION 2

ARTICLE I. SALARIES 2
ARTICLE II. OVERTIME COMPENSATION 2
ARTICLE III. CALL BACK PAY 3
ARTICLE IV. STANDBY PAY 3
ARTICLE V. TELEPHONE PAY 3
ARTICLE VI. COURT APPEARANCES 3
ARTICLE VII. WORK IN A HIGHER CLASS 4
ARTICLE VIII. UNIFORM ALLOWANCE 5
ARTICLE IX. TUITION REFUND PLAN 5
ARTICLE X. LICENSES AND CERTIFICATIONS 5
ARTICLE XI. DEFERRED COMPENSATION 6
ARTICLE XII. SUPPORT SERVICES TRAINING OFFICER PAY 6
ARTICLE XIII. HOLIDAY-IN-LIEU PAY 6
ARTICLE XIV. SAFETY SHOES 7
ARTICLE XV. PRESCRIPTION SAFETY GLASSES 7
ARTICLE XVI. BILINGUAL PAY 7
ARTICLE XVII. SHIFT DIFFERENTIAL 8
ARTICLE XVIII. SPECIAL EQUIPMENT OPERATORS PAY 8
ARTICLE XIX. PAID LUNCH BREAK 8
ARTICLE XX. SUPPORT DOG HANDLER 8

CHAPTER 3. LEAVES 9

ARTICLE I. VACATION 9
ARTICLE II. PERSONAL LEAVE 10
ARTICLE IV. FAMILY ILLNESS 11
ARTICLE V. BEREAVEMENT LEAVE 11
ARTICLE VI. IMMEDIATE FAMILY 11
ARTICLE VII. PARENTAL LEAVE 12
ARTICLE VIII. HOLIDAYS 12

CHAPTER 4. INSURANCES AND HEALTH CARE 13

ARTICLE I. HEALTH CARE BENEFITS 13
ARTICLE III. LONG TERM DISABILITY INSURANCE 14
ARTICLE IV. LONG TERM CARE INSURANCE 14

CHAPTER 5. RETIREMENT 14

ARTICLE I. PERS RETIREMENT PLAN 14
ARTICLE II. RETIREE HEALTH BENEFIT 15

CHAPTER 6. MISCELLANEOUS 17

ARTICLE I. EMPLOYEE COMMITTEE 17
ARTICLE II. DISCIPLINARY ACTION 17

CHAPTER 7. AGENCY SECURITY 19

ARTICLE I. REPRESENTATION 19
ARTICLE II. MEETING FACILITIES 20
ARTICLE III. BULLETIN BOARDS 20
ARTICLE IV. CLASSIFICATION SPECIFICATIONS 20
ARTICLE V. NO DISCRIMINATION 20

CHAPTER 1. ADMINISTRATION

ARTICLE I. PARTIES TO UNDERSTANDING

This Memorandum of Understanding is entered into by and between the CITY OF LIVERMORE, a municipal corporation hereinafter referred to as "CITY," and ASSOCIATION OF LIVERMORE EMPLOYEES, hereinafter referred to as "ALE" pursuant to Government Code 3500, et seq. This Memorandum of Understanding applies to those classes of employment set forth in Appendix A attached hereto and made a part hereof.

ARTICLE II. RECOGNITION

ASSOCIATION OF LIVERMORE EMPLOYEES is the formally recognized employee organization for the clerical, technical, professional, and public service employees in the classifications listed in Appendix A. The City Manager or designated representative is the representative of the City of Livermore in employer-employee relations matters.

The City agrees to notify ALE each month of all new employees hired into positions represented by ALE. The City shall provide each newly hired represented employee with a copy of the Memorandum of Understanding and the ALE dues form.

ARTICLE III. STATE LAW COMPLIANCE

This Memorandum of Understanding complies with the provision of Section 3500, et seq., of the Government Code of the State of California, and the City of Livermore City Council Resolution 977 in that the parties have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment for the employees in said representation unit, and have freely exchanged information, opinions, and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

ARTICLE IV. CITY COUNCIL APPROVAL

This Memorandum of Understanding shall be presented to the Livermore City Council as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing October 1, 2025, and ending September 30, 2029, except as provided in Chapter 1, Article V.

ARTICLE V. TERMS OF UNDERSTANDING

It is mutually recommended that the modifications shown in this Memorandum of Understanding (hereinafter referred to as Understanding) be made applicable on the dates indicated and in conjunction with the existing unmodified rules, regulations, and ordinances of the City, shall constitute the wages, hours, and working conditions for those employees represented by Association of Livermore Employees for the period October 1, 2025 and ending September 30, 2029.

CHAPTER 2. SALARIES AND OTHER COMPENSATION

ARTICLE I. SALARIES

Effective October 6, 2025, salaries shall be set according to the classifications and to the salary ranges assigned to each of the classifications listed in Appendix A, attached hereto, reflecting an increase of five percent (5%). The City and ALE separately agree to market-based equity adjustments for certain classifications.

Salaries for the remaining contract years will be adjusted as follows:

10/5/2026	3%
10/4/2027	3%
10/2/2028	3%

In recognition of rising medical costs, the City will increase base monthly salaries cumulatively as follows:

Effective October 6, 2025 – 1%
Effective October 5, 2026 – 1%

ARTICLE II. OVERTIME COMPENSATION

Overtime shall be paid in accordance with the Fair Labor Standards Act (FLSA). In addition, for those employees who are considered nonexempt for the purposes of the FLSA, overtime shall be paid for: (a) hours worked in excess of eight (8) hours in a regularly scheduled day or over such hours normally scheduled and worked in a day when assigned to a shift in excess of eight (8) hours; and (b) hours not regularly scheduled and worked in a day (such overtime shall be compensated at the rate of one and one-half (1½) times the employee's straight time rate of pay).

Sub-article (b) of this article shall not apply where an employee whose regular work schedule is less than eight (8) hours per day exceeds their regular daily work schedule as the result of their request for a temporary schedule adjustment, provided that overtime shall be paid to any such employee for time worked in excess of eight (8) hours in a day. An employee may make such a temporary adjustment in work schedule no more than once per pay period.

At the option of the employee, compensatory time off may be taken in lieu of overtime payment in accordance with the FLSA Section 7(o). Such time off shall be mutually agreeable to the employee and the supervisor taking into account (a) the normal schedule of work; (b) the anticipated peak hour workload based on past experience; (c) any emergency requirements for staff and services; (d) availability of qualified substitutes; and (e) whether scheduling the use of compensatory time off would require the payment of overtime to others. The fact that granting compensatory time off would require the payment of overtime to others shall not be the sole reason an employee is denied compensatory time off.

All accrued compensatory time off in excess of one hundred (100) hours must be liquidated by monetary payment.

Mutual agreements to set aside this MOU, (non-FLSA) overtime may be made, in writing, between the employee and the employee's department head or designee. Such mutual agreement may be made only in the following situations:

1. to accommodate an employee's personal request for an alternate or flexible work schedule (such as a 9/80, 4/10, etc.); and/or

2. to accommodate an employee's personal request to take time off during their normally scheduled work period (to include work periods normally scheduled for less than (8) eight hours, normally scheduled for (8) eight hours, and normally scheduled for more than (8) eight hours as part of an alternate or flexible work schedule) and to make up the time in the same FLSA work period.

ARTICLE III. CALL BACK PAY

When an employee, who is considered nonexempt for the purposes of the Fair Labor Standards Act (FLSA), has completed their normal shift for the day, is on a regular day off, or is on paid leave, and is called back to work, the employee shall, upon reporting, receive a minimum of three (3) hours work at the overtime rate (time and one-half), or if three (3) hours of work is not furnished, a minimum of three (3) hours of pay at the overtime rate. This provision does not apply to instances in which the employee is called to report before their regular starting time, and is furnished work until the end of their normal shift.

ARTICLE IV. STANDBY PAY

A Fair Labor Standards Act (FLSA) non-exempt employee who is assigned in writing to be on standby shall receive two (2) hours of pay at the employee's regular straight-time rate of pay on their regularly scheduled workday and three hours (3) of pay at the employee's regular straight-time rate of pay on their regularly scheduled days off and fixed City holidays.

Employees assigned to a standby period must report to work within one (1) hour of being called back to work. Employees called back to work shall be paid as designated in Article III, Call Back Pay.

ARTICLE V. TELEPHONE PAY

When an employee who is considered non-exempt for the purposes of the Fair Labor Standards Act (FLSA) has completed his or her normal shift for the day, is on a regular day(s) off, or on paid leave and is called by the employee's supervisor, department head or designee, such employee shall receive compensation as follows: An employee who is contacted outside his or her normal work hours to conduct City business will be paid twenty (20) minutes or for each minute exceeding 20 minutes at the overtime rate (time and one-half). More than one telephone call may be taken within the twenty (20) minute period without incurring additional compensation. If the employee is recalled after the initial twenty (20) minute period a new twenty (20) minute minimum will begin.

This provision does not apply to calls involving staffing availability, shift assignments, or shift coverage.

ARTICLE VI. COURT APPEARANCES

In Person Appearances

An employee who is required to appear in person at court in connection with the employee's usual official duties, or in connection with a case in which the City is a party, during off-duty time, shall receive a minimum of three (3) hours of pay at the overtime rate.

Employees required to appear in court on their normal day off or who are assigned to work a graveyard shift, shall receive a minimum of four (4) hours of pay at the overtime rate.

In the event the court appearance exceeds the minimum time provisions above, the employee shall be paid for all time worked at the overtime rate.

Remote Appearances

When a court appearance is for telephone, video, other remote testimony, or placed on standby by the District Attorney's Office, the employee shall receive a minimum of two (2) hours at the overtime rate. In the event the court appearance exceeds the minimum time provision above, the employee shall be paid for all time worked at the overtime rate.

Court Cancellation

In the event an employee is required to appear in court in person or remotely pursuant to a subpoena and such appearance is cancelled within twenty-four (24) hours prior to the scheduled appearance, such employee shall receive (a) two (2) hours paid at the overtime rate for in person testimony and (b) one (1) hour paid at the overtime rate for remote appearances. In order to receive such compensation, the employee shall make a reasonable effort to determine if such court appearance has been cancelled more than twenty-four (24) hours prior to the scheduled appearance.

ARTICLE VII. WORK IN A HIGHER CLASS

When an employee has been assigned in writing by their department head to perform substantially the duties of a higher paid classification, and if the employee has worked in such classification for a minimum of three (3) consecutive workdays, the employee shall receive a minimum of five percent (5%) above their regular rate of pay or the minimum of the higher classification, whichever is greater, beginning from the first completed workday, provided that these duties are clearly not included in the job description of the employee's regular classification. In no event shall the employee receive a rate in excess of Step E or top of the range of the higher paid classification.

When an employee has been assigned in writing by their department head to perform substantially the duties of a higher paid classification in a different bargaining unit due to a vacancy or coverage for an extended leave of absence and the assignment is expected to exceed 30 calendar days, the employee shall receive a minimum of seven and one-half percent (7.5%) above their regular rate of pay or the minimum of the higher classification, whichever is greater, beginning from the first completed workday, provided that these duties are clearly not included in the job description of the employee's regular classification. In no event shall the employee receive a rate in excess of Step E or top of the range of the higher paid classification.

An employee who otherwise would receive higher pay under this provision shall not be denied such pay based on lack of a written assignment if their department head requested performance of the duties of the higher paid classification and knew that the employee performed the requested duties. If an employee requests in good faith not to be assigned to perform the duties of a higher paid classification, the City shall consider the request before the duties are assigned to the employee.

An employee assigned to work in any higher classification including a higher classification that is outside the ALE bargaining unit, will receive callout, telephone, and standby pay, when provided in the ALE MOU, to be calculated at the wage rates set forth in this Article.

ARTICLE VIII. UNIFORM ALLOWANCE

The Uniform Allowance for regular full-time employees shall be Eight Hundred Fifty Dollars ($850) for Public Safety Dispatchers, Senior Public Safety Dispatchers, Supervising Public Safety Dispatchers, Police Clerks, Senior Police Clerks, Supervising Police Clerks, Animal Control Officers, Police Identification Technician, Supervising Property and Evidence Specialist, Community Service Specialists, Crime and Intelligence Analysts, Supervising Crime and Intelligence Analysts, Crime Prevention Specialist, and Crisis Intervention Specialist.

The Uniform Allowance shall be paid in equal amounts each pay period as earned.

Employees shall be given a three (3) month noticing period for uniform modifications.

Those employees who, as an existing practice, are provided uniforms from their department shall continue to receive such uniforms during the term of the agreement.

ARTICLE IX. TUITION REFUND PLAN

The Tuition Refund Plan established by the City July 1, 1971 was made available to employees of the ALE Representation Unit in lieu of previously discussed education incentive pay plan. An eligible employee may be reimbursed for seventy-five percent (75%) of the cost of tuition and books for educational courses related to the employee's work assignment which are attended during off-duty hours. In order to be eligible for tuition reimbursement, the employee must comply with the provisions outlined in Administrative Regulation No. 14 on Tuition Reimbursement.

ARTICLE X. LICENSES AND CERTIFICATIONS

The City will reimburse employees for the cost of state or other licensing or certification when such licensing or certification is verified by the department head to be a requirement for the job. If an employee fails a test required to gain certification, the City will not pay for costs associated specifically with the retesting portion of the certification fee.

Regulations and procedures covering course work for certifications are covered in the City of Livermore Personnel Rules and Regulations, Administrative Regulation 14, "Tuition Reimbursement" and Chapter 2, Article IX, Tuition Refund Plan of the MOU, except as follows. Reimbursement for course work required to maintain a required license or certification will be made at the rate of 100% upon verification by the department head that the course work is required to maintain certification.

Reimbursements will be effective for eligible employees employed by the City of Livermore for classes taken after April 30, 1995.

Commercial Drivers' License Pay

An employee working in a classification listed below, who holds a valid California Commercial Drivers' License (CDL), and who is required to maintain the CDL license, shall receive Thirty Five Dollars ($35.00) per pay period. Such pay shall be in addition to payment made by the City for the cost of obtaining the license as provided above.

The classifications are:; Electrician; Groundskeeper I, II, III & Supervising; Maintenance Trainee and Maintenance Worker I, II, & III; Mechanic; Senior Mechanic; Wastewater Collections Systems Trainee and Wastewater Collections Systems Worker I, II, & III; Water Distribution Operator Trainee, I, II, & III;

Water Resources Coordinator; Water Resources Instrument Control Technician; Water Resources Mechanic I & II; and any other classification determined by the City to require a CDL.

Public Works Maintenance Division employees in positions with job classifications that do not require a commercial driver's license and who participate in the voluntary maintenance division standby program and maintain a commercial driver's license, and who may provide services associated with commercial driving to the City as part of the standby program, are to receive commercial driver's license (CDL) pay at $35.00 per pay period in accordance with pay received by other City commercial drivers.

An employee whose license is suspended or revoked shall promptly notify their supervisor; in such an event, the above payment shall terminate effective the first day of the pay period after suspension or revocation. Payment shall be reinstated when the employee presents a valid California Commercial Drivers' License.

An employee in violation of Administrative Regulation #18 (Policy on Drug and Alcohol Pursuant to the Department of Transportation Regulations) and who is prohibited from performing safety-sensitive functions shall not receive payment for their CDL for the period of time they are unable to perform driving functions.

ARTICLE XI. DEFERRED COMPENSATION

Eligible employees shall be able to participate in the deferred compensation program that the City may establish, administer, revise, sponsor, or make available to eligible employees.

The City shall contribute seventy-five dollars ($75.00) per pay period to an employee's deferred compensation account, provided the employee contributes seventy-five dollars ($75.00) per pay period.

In addition, effective the first full pay period in October 2025, the City's matching contribution shall be as follows:

- The City shall contribute twenty-five dollars ($25.00) per pay period provided the employee contributes twenty-five dollars ($25.00) per pay period.
- The City shall contribute fifty dollars ($50.00) per pay period provided the employee contributes fifty dollars ($50.00) per pay period.

The contribution and matching amounts will be pro-rated for part-time employees.

ALE will have at least one representative and one alternate on the Deferred Compensation Committee established by the City.

ARTICLE XII. SUPPORT SERVICES TRAINING OFFICER PAY

Employees who are assigned by the Police Chief or designee as a Support Services Training Officer shall be paid Ninety Dollars ($90.00) per pay period for each full pay period they remain so assigned.

ARTICLE XIII. HOLIDAY-IN-LIEU PAY

In lieu of all holidays authorized or observed by the City, Public Safety Dispatchers, Senior Public Safety Dispatchers, Supervising Public Safety Dispatchers, Community Service Specialists (assigned to the Patrol Division), Crisis Intervention Specialist, Water Resource Operators-Trainee, Water Resources Operators – Grade I, Water Resources Operators – Grade II, Water Resources Operators – Grade III, Senior Water Resources Operators, and Water Resources Supervising Operator shall receive holiday-in-

lieu pay. Holiday-in-lieu pay shall be paid each pay period. The amount of such pay shall be seven and one half percent (7.5%) of the employee's base hourly rate of pay in effect during the pay period.

ARTICLE XIV. SAFETY SHOES

Public Works Department employees that are required to wear safety shoes or boots, and employees in the Engineering Technician, Neighborhood Preservation Officer, and Building Inspector series who perform field work, shall be eligible for an annual Safety Shoe reimbursement. An employee may be reimbursed up to Two Hundred and Twenty-Five Dollars ($225.00) per calendar year for the purchase of safety shoes.

The type of safety footwear will be determined within the safety standards established by the employee's department head or designee.

An employee, upon advance request to the supervisor, may be exempt from wearing such safety shoes. Any such exemption must be authorized by a supervisory representative of the employee's department, be based on the written advice of a medical doctor, or such other reason(s) as may be determined by the City, and not exceed a total of twenty (20) working days in any period of twelve (12) consecutive months.

ARTICLE XV. PRESCRIPTION SAFETY GLASSES

In accordance with the California Code of Administrative Regulation, subchapter 7, Group 2, Article 10, section 3382 (eye and face protection), employees working in locations where there is a risk of receiving eye injuries such as punctures, abrasions, contusions, or burns as a result of contact with flying particles, hazardous substances, projections, or injurious light rays (such as in a welding operation) which are inherent in the work environment, shall be eligible for reimbursement for safety prescription glasses in the amounts and frequency stated below.

An employee may be reimbursed up to One Hundred and Fifty Dollars ($150.00) per calendar year for the purchase of safety prescription glasses. Such safety glasses must meet the requirements set forth in the American National Standard, Practice for Occupational and Educational Eye and Face Protection, Z87.1-1989, and any other regulations that may be established regarding safety prescription glasses.

The decision of the Administrative Services Director in determining eligibility for prescription safety glasses shall be final and not subject to grievance or appeal.

ARTICLE XVI. BILINGUAL PAY

Employees identified by the department head and approved by the Administrative Services Director, who utilize one of the languages in the paragraph below while performing their assigned duties and are certified as competent at the conversational level shall receive Sixty Dollars ($60.00) per pay period starting with the first pay period after being certified for as long as they remain certified.

Employees identified by the department head and approved by the Administrative Services Director, who utilize one of the languages in the paragraph below while performing their assigned duties and are certified as competent at the conversational and written level, shall receive Seventy-Five Dollars ($75.00) per pay period starting with the first pay period after being certified for as long as they remain certified.

Bilingual pay shall apply to the following languages: Spanish, Vietnamese, Arabic, Farsi, Mandarin, Cantonese, Cambodian, Sign Language and other languages as determined by the Administrative Services Director.

Employees receiving bilingual pay are subject to periodic re-certification as a condition of receiving such payments.

ARTICLE XVII. SHIFT DIFFERENTIAL

Employees assigned to city facilities operating on a twenty-four hour, seven day a week schedule shall receive a shift differential of Two Dollars and Fifty Cents ($2.50) per hour for all hours worked on the shift for employees whose regular schedule requires that the employee work at least 4 hours between the hours of 4:00 p.m. and 6:00 a.m.

ARTICLE XVIII. SPECIAL EQUIPMENT OPERATORS PAY

Public Works Department employees assigned to operate a water tank truck, a street sweeper, a motor patrol grader, an aerial lift truck, a crane truck, a front end loader, a tractor, an asphalt grinder, a yard goat, a skid steer, a fork lift, a leaf loader, a back hoe, or a vehicle or combination of vehicles requiring a Commercial Driver's License in the performance of their job duties will receive Twelve Dollars ($12.00) per day. Such pay shall be in addition to all other compensation and it will be paid provided that the employee is assigned to such equipment fifty percent (50%) or more of the employee's workday and does actually operate such equipment.

ARTICLE XIX. PAID LUNCH BREAK

Employees in the following classifications shall receive a 30 minute paid lunch break while working a regularly scheduled shift: Animal Control Officer, Community Service Specialist, Public Safety Dispatcher, Senior Public Safety Dispatcher, Supervising Public Safety Dispatcher, Senior Police Clerk, Supervising Police Clerk, Property and Evidence Specialist, Supervising Property and Evidence Specialist, Crisis Intervention Specialist, Supervising Crime and Intelligence Analyst, WR Operator – Trainee, WR Operator – Grade I, WR Operator – Grade II, WR Operator – Grade III, WR Senior Operator, and WR Supervising Operator.

It is understood that such designated employees shall be required to remain on duty for the full number of hours of the work shift, including meal periods, if necessary, to respond to public service requirements. Meal periods for employees in the classifications designated above shall be considered as included within the hours of the scheduled work shift. As staffing levels permit, employees may leave their workstation while remaining on their facility or campus premises on a paid lunch break. Employees must immediately return to their workstation when called.

ARTICLE XX. SUPPORT DOG HANDLER

The Support Dog Handler is a voluntary and collateral assignment for a full-time non-managerial professional employee of the police department. The selection criteria for and roles and responsibilities of a Support Dog Handler, including, but not limited to caring for the health and welfare of the Support Dog, training, and required Support Dog activities and deployments, are covered under the Livermore Police Department Policy Manual Policy No. 1057. The Chief of Police will have the sole authority to continue or terminate the Support Dog program based on the Department's needs.

Employees assigned as a Support Dog Handler shall be compensated for routine time spent in the care, feeding, grooming, and other needs of the dog at the rate of Four Hundred Dollars ($400.00) per month. The Support Dog Handler is entitled to overtime compensation as set forth in this Memorandum of Understanding (MOU) when engaged in Support Dog activities outside the Support Dog Handler's regularly scheduled shift beyond the normal care, feeding, and grooming needs of the dog, or when the

performance of Support Dog activities requires the Support Dog Handler to perform their regular job duties outside the regularly scheduled shift. Examples of these activities include community events, court appearances, or to provide comfort to a crime victim.

CHAPTER 3. LEAVES

ARTICLE I. VACATION

Eligible full-time employees shall accrue vacation as follows. Eligible part-time employees shall accrue a pro-rata amount based on their status as a three-quarter or half time budget allocation:

Years of Service	Accrual Rate Per Pay Period
First year*	3.10 hours
Second through fifth	4.62 hours
Sixth through tenth	5.23 hours
Eleventh through fifteenth	6.19 hours
Sixteenth through nineteenth	6.93 hours
Twentieth or more	7.40 hours

*Probationary employees must satisfactorily complete their probationary period before being advanced to the second year accrual rate. An employee whose position requires a probationary period that exceeds twelve months shall be advanced to the second year rate upon completion of one year of service.

Vacation Accumulation

Employees may accumulate up to three hundred forty (340) hours of vacation. Accrual will terminate after employee accumulates the 340 maximum vacation hours.

Vacation Selection

During the term of this Memorandum of Understanding, the City shall meet and confer with ALE over any proposed change to the methodology by which ALE represented employees in 24/7 departments schedule vacations, including but not limited to any proposed change to the length of vacation allowed.

Vacation Cash Out

An employee may receive a cash payment for unused vacation hours provided the employee has used a minimum of forty (40) hours vacation leave during the twelve months preceding the cash out date, retains a minimum balance of forty (40) hours of vacation, and cashes out a minimum of forty (40) hours. Payments shall be made in June and December of each year. This paragraph shall sunset on December 31, 2021.

Effective January 1, 2022, all employees will be eligible to cash out up to eighty-five (85) hours of vacation semi-annually during the months of June and December each year. Employees must retain a minimum balance of forty (40) hours of vacation at the time of each cash out.

During the month of December each year, employees must make an irrevocable election to cash out vacation in the following calendar year. Failure to submit an irrevocable election form shall be the same as electing not to cash out vacation leave during the following calendar year.

The employee will be responsible to make sure they have used the required number of hours and that the elected vacation hours to be cashed out are available at the time of each cash out. If an employee has not met the leave usage requirement or does not have enough vacation hours, the employee will not be eligible for vacation cash out during the year. The requirement to use vacation will sunset on December 31, 2021.

For vacation requested before the vacation cash out election date that was subsequently cancelled by the department after the vacation cash out election date, an employee may make a request to the City Manager to transfer the vacation hours they would have used to their vacation bank if their vacation balance is above 240 hours.

The City Manager may suspend the payout provision if they determine that a demonstrated fiscal crisis exists.

The City shall meet with ALE and explain, prior to suspension of the payout provision, if the City Manager intends to determine that a demonstrated fiscal crisis exists. This meeting shall not constitute formal meet and confer and impasse procedures do not apply.

ARTICLE II. PERSONAL LEAVE

Personal leave for eligible employees shall be credited and taken in accordance with the Personal Leave Policy governing personal leave days. Each payroll year eligible employees will be credited with personal leave as follows:

Sixteen (16) hours with an increase of eight (8) hours for each five (5) years of service to a maximum of 40 hours for each eligible employee whose position is budgeted for forty (40) hours per week.

Twelve (12) hours with an increase of six (6) hours for each five (5) years of service to a maximum of 30 hours for each eligible employee whose position is budgeted for thirty (30) hours but less than forty (40) hours per week.

Eight (8) hours with an increase of (4) hours for each five (5) years of service to a maximum of 20 hours for each eligible employee whose position is budgeted for twenty (20) hours but less than thirty (30) hours per week.

For employees hired after June 26, 2017, Personal leave shall be credited and taken in accordance with the Personal Leave Policy governing personal leave days. Each payroll year eligible employees will be credited with personal leave as follows:

Sixteen (16) hours for each eligible employee whose position is budgeted for forty (40) hours per week.

Twelve (12) hours for each eligible employee whose position is budgeted for thirty (30) hours but less than forty (40) hours per week.

Eight (8) hours for each eligible employee whose position is budgeted for twenty (20) hours but less than thirty (30) hours per week.

Employees not in a paid status at the beginning of the payroll year will not be credited with personal leave until their return to work.

ARTICLE III. SICK LEAVE
Sick leave accrual and usage shall be established by the City Personnel Rules and Regulations and as modified by the Master Memorandum of Understanding between ALE and the City.

ARTICLE IV. FAMILY ILLNESS
An employee may use sick leave for absences caused by the illness or injury of a member of the employee's immediate family (as defined below under Article VI Immediate Family) which requires the presence of the employee. For the purpose of this section, an employee may use up to one-half of their annual sick leave accrual.

ARTICLE V. BEREAVEMENT LEAVE
In the event of a death in the immediate family of an employee, the employee shall, upon request, be granted time off, with pay, the equivalent of three (3) regularly scheduled workdays. The immediate family shall be defined as any of the following of the employee, the employee's spouse, or the employee's domestic partner:

- Spouse or registered domestic partner
- Child(ren)
- Parents
- Siblings
- Grandparents
- Grandchildren
- A relative residing in the employee's household or dependent on the employee for full support.

In the event of the death of an employee's non-immediate family, an employee may use up to the equivalent of three (3) regularly scheduled workdays of accumulated sick leave. The non-immediate family shall be defined as any of the following of the employee, the employee's spouse, or the employee's domestic partner:

- Aunt or Uncle

Employees may supplement the paid bereavement leave above with accrued leave (including vacation, personal leave, compensatory time, or sick leave) to reach a total of five (5) workdays of time off per incident of bereavement. The days of leave need not be consecutive. Employees may schedule additional time off, as needed, using accrued vacation, personal leave, or compensatory time off with the approval of their supervisor.

ARTICLE VI. IMMEDIATE FAMILY
The immediate family is defined as the employee's spouse, parents of employee or spouse, or registered domestic partner, children, step-children who reside in the employee's household, brothers of employee or spouse, sisters of employee or spouse, grandparents of employee or spouse, grandchildren of employee or spouse, foster parent, foster child or relative living within the employee's household and registered domestic partner. An employee may register a domestic partner by meeting the requirements set forth in

the City of Livermore Declaration of Domestic Partnership form. The form will be filed with Human Resources and kept in the employee's confidential medical file in Human Resources.

ARTICLE VII. PARENTAL LEAVE

Any employee who becomes a parent by adoption or foster care placement of a child or any employee who becomes a parent due to the birth of a child will be entitled to the use of up to one-half their annual sick leave accrual. Such leave will be in addition to and may be combined with that allowed under the City's Personnel Rules and Regulations, Chapter 11, Section 11.04, Sub-section C.

ARTICLE VIII. HOLIDAYS

Eligible employees shall be entitled to take all authorized holidays off with pay. If a holiday falls on an employee's scheduled day off, the employee shall receive an in-lieu day off, not to exceed eight (8) hours pay, in the same pay period or the next pay period.. Part-time employees will be compensated the appropriate pro-rata amount based on eight (8) hours as full time.

When an employee is scheduled to and does work on a day observed as a holiday, the employee shall receive one and one half (1½) times pay for all hours worked, in addition to the pay for the holiday.

Part-time employees who are regularly scheduled to work eight (8) hours or more and are entitled to take an authorized holiday off, may elect to take time off without pay in lieu of using vacation or compensatory time in order to supplement the hours required for that regularly scheduled work day. The intent of this exception is to allow the employee to minimize the use of vacation or compensatory time when accounting for hours on holidays. Should an employee elect to take time off without pay under this section, the employee will continue to receive all other benefits and compensation at their normal rates without interruption.

In order to be eligible for holiday time off or pay in lieu thereof, the employee must be in an approved pay status on both their scheduled workday immediately preceding and their scheduled workday immediately following the holiday.

The authorized holidays are:

(1) New Year's Day
(2) Martin Luther King, Jr. Day (third Monday of January)
(3) President's Day (third Monday of February)
(4) Memorial Day (last Monday of May)
(5) Independence Day
(6) Labor Day (first Monday of September)
(7) Veteran's Day
(8) Thanksgiving Day
(9) Day after Thanksgiving Day
(10) December Twenty-fourth (24th)
(11) December Twenty-fifth (25th)
(12) December Thirty-first (31st)

When a holiday listed above falls on a Saturday, the preceding Friday shall be considered the holiday, and when a holiday listed above falls on a Sunday, the following Monday shall be considered the holiday.

Exception:

When December 25 and January 1 fall on Saturday, Sunday or Monday, the December 24, 25, 31 and January 1 holidays shall be observed as follows:

When December 25 and January 1 fall on Saturday, the preceding Thursday and Friday shall be considered holidays.

When December 25 and January 1 fall on Sunday, the preceding Friday and the following Monday shall be considered holidays.

When December 25 and January 1 fall on Monday, that Monday and the preceding Friday shall be considered holidays.

ARTICLE IX. DONATION OF LEAVE TIME TO OTHER EMPLOYEES

This is a system whereby a member covered by this agreement may donate accumulated time off from compensatory time or vacation accruals to another member. The City shall limit such donations to situations where the reason of the donation of leave time is necessitated by the illness or injury of the recipient and who is threatened with loss of earnings due to the exhaustion of the recipients leave benefits.

All such donations shall only be used in those situations where the recipient member is expected to return to full duty. This agreement shall not prevent members from donating such time to City employees not covered by this agreement.

CHAPTER 4. INSURANCES AND HEALTH CARE

ARTICLE I. HEALTH CARE BENEFITS

The City will provide a monthly contribution of One Thousand Nine Hundred and Fifty Dollars ($1,950.00) from which an employee may pay medical, dental, and/or vision premiums. Any unused portion of the employee's benefit amount will be added as taxable income to the employee's earnings. Contribution amounts are prorated for employees who work part-time.

Effective December 1, 2025, the City will pay up to One Hundred Dollars ($100.00) per month towards the premiums for the dental and vision plans selected by employees who are currently enrolled in a City medical plan. This contribution will be prorated for employees who work part-time.

If an employee requests to cancel/waive the City medical insurance coverage, the employee must present proof of medical insurance coverage through another group provider. The employee will be required to certify their coverage on an annual basis during the open enrollment period to continue receiving the benefit. An employee who has cancelled or waived insurance provided by the City and experiences a qualifying event, such as the loss of medical coverage through another provider, may be eligible to enroll in the City's insurance program as long as they meet the enrollment requirements.

The City will meet with ALE representatives to discuss health insurance issues at least twice per year. Whenever possible, no less than thirty days before the scheduled open enrollment period, the City will provide written notice to ALE of any proposed changes to premiums, plan design, insurance carriers or other changes to the City's medical, dental, and other insurance benefits and/or carriers available to

members. At ALE's request, the City will meet and discuss with ALE representatives any proposed changes to health, medical, dental, and other insurance programs including carriers or insurance broker(s), offered by the City to its members.

ARTICLE II. LIFE INSURANCE

Effective no later than 60 (sixty) days following adoption by the City Council, each eligible employee shall receive Sixty Thousand Dollars ($60,000) of basic life insurance coverage paid for by the City under the provisions of the Life Insurance Program as established, administered, revised, sponsored, and made available to all eligible employees by the City.

Eligible enrolled employees may purchase supplemental life insurance starting at $30,000 of coverage in increments of $10,000 to the lesser of $300,000 or five (5) times the employees base salary, pursuant to California law.

ARTICLE III. LONG TERM DISABILITY INSURANCE

The City will select, administer, revise, and sponsor a Long Term Disability Insurance program with a maximum monthly benefit of $5,000 per month and make the program or plan available to all eligible employees. Effective sixty days following adoption by the City Council, the City shall contribute an amount not to exceed Forty-Two Dollars and Fifty Cents ($42.50) per month per individual employee toward the monthly premium cost of enrolled employees, and in no event shall the City be obligated to contribute an amount in excess of the actual cost, if lesser, for an individual employee. If, during this contract period, the LTD premium exceeds $42.50 per month, the City will meet and confer with ALE to discuss how to address the increase.

ARTICLE IV. LONG TERM CARE INSURANCE

Effective January 1, 2008, the City will select, administer, revise and sponsor a voluntary long term care insurance program and make the plan available to eligible employees. The employee shall pay any and all required premiums for this plan. This program may be terminated at any time in the event that the plan fails to meet the minimum enrollment requirement established by the insurance carrier. The insurance carrier's rules regarding eligibility shall be applicable.

CHAPTER 5. RETIREMENT

ARTICLE I. PERS RETIREMENT PLAN

The City of Livermore contracted with the California State Employees' Retirement System for an employee's retirement plan effective January 1, 1952. The retirement plan is now titled California Public Employees' Retirement System (PERS), local miscellaneous member category. Said plan was first amended effective November 1, 1959, and subsequently further amended as follows:

AMENDMENT	EFFECTIVE DATE	SUPERSEDED
Three Year Final Compensation	July 1, 1967	June 18, 1990
1959 Survivor Benefits	July 1, 1967	June 18, 1990
Credit for Unused Sick Leave	November 22, 1978	
Third Level 1959 Survivor Benefits	June 18, 1990	March 25, 1999
One Year Final Compensation	June 18, 1990	
2% @ 55 Full Formula	June 26, 1995	October 3, 2003
Employer Paid Member Contribution (EPMC)	June 24, 1996	April 8, 2013

Fourth Level Survivor Benefit	March 25, 1999
Death Benefit/Remarriage	March 25, 1999
Military Service Credit	October 3, 2003
2.7% @ 55 Full Formula	October 3, 2003
2% @ 60 Full Formula	December 30, 2012
2% @ 62 Full Formula	January 1, 2013

Effective December 30, 2012, newly hired classic miscellaneous CalPERS members, as defined under the Public Employees' Pension Reform Act (PEPRA), are covered by the 2%@60 retirement formula with the Three Year Final Compensation provision. Such newly hired employees under this second tier will be responsible for the entire 7% (seven percent) employee paid member contribution.

As a result of the passage and enactment of PEPRA effective in January 2013, employees covered under this Memorandum and determined to be new members to CalPERS, shall make retirement contributions consistent with the provisions of PEPRA. Such provisions include a mandatory member retirement contribution of 50% of the total normal cost for the plan with a retirement formula of 2%@62 and the highest average annual compensation earned during three (3) consecutive years of CalPERS service.

ARTICLE II. RETIREE HEALTH BENEFIT

Eligibility Criteria

The following eligibility criteria will apply to ALE employees who retire on or after October 3, 2003. It shall not apply to any former employees who retired prior to October 3, 2003.

1. The employee must have retired within 120 days of their last day of employment with the City of Livermore, except in a case of spouses who both work for the City (see "Married Employees") and

2. The employee must have obtained a minimum of ten (10) years of service credit working for a CalPERS covered employer, which includes a minimum of five (5) years of full-time employment or equivalent with the City of Livermore. The total years of service working for a CalPERS covered employer will be validated by CalPERS and/or the employee's former employers at the time of retirement.

Married Employees

If both spouses are employees of the City of Livermore, both must be retired before they become eligible for the retiree health benefit. The above described eligibility requirement of retirement within one hundred and twenty (120) days of employment with the City is applicable to only the second spouse to retire. When both are retired, each will be eligible for the benefit amount. If the retirees divorce, each will continue to receive the health benefit.

Reimbursement Amount

The percentage used to calculate the reimbursement amount will be based on the percentage schedule listed below and the active Kaiser Plan A 2-Party Health Plan premium rate for an employee and one dependent. If the City institutes the CalPERS medical plan, the CalPERS Kaiser (CA) Bay Area Region premium rate for an employee and one dependent would replace the active Kaiser Plan A 2-Party rate. The retiree health benefit will reimburse the cost of medical insurance; this does not include premium costs for dental, vision, or other similar forms of health services.

CalPERS Years of Service	City's Contribution
10	70% (effective 1/1/06)
15	80% (effective 1/1/06)
20	90% (effective 1/1/06)
25+	100%

The reimbursement amount will be for the actual cost of the monthly premium for medical insurance for the retiree and one dependent. The reimbursement amount shall not exceed the maximum amount that the retiree qualifies for based on the active Kaiser Plan A 2-Party premium rate for the employee plus one dependent and his or her years of service.

Effective for employees retiring after December 31, 2005 and before ratification of this Memorandum, the benefit amount for retiree health insurance shall not exceed the Kaiser Plan A 2-Party premium rate for an active employee and one dependent or One Thousand Six Hundred Seventy Three Dollars ($1,673.00) per month minus the dental premium for an active employee and one dependent enrolled in the base dental plan, whichever is less. The City will adjust the benefit amount of $1,673 in January of each year by an amount equal to the increase, if any, in the Health Net PPO Family premium rate. The twelve month cost of such an increase shall not exceed one percent (1%) of the annual base salary budgeted amount for all ALE positions.

Effective for employees retiring after ratification of this Memorandum and before January 1, 2017, the benefit amount for retiree health insurance shall not exceed the Kaiser Plan A 2-Party premium rate for an active employee and one dependent or One Thousand Five Hundred Eighty One Dollars ($1,581.00) per month, whichever is less. The City will adjust the benefit amount of $1,581 in January of each year by an amount equal to the increase, if any, in the Health Net PPO Family premium rate. The twelve month cost of such an increase shall not exceed one percent (1%) of the annual base salary budgeted amount for all ALE positions.

Effective for employees retiring on or after January 1, 2017 and before October 1, 2025, the benefit amount for retiree health insurance shall be $1,950 per month or the monthly health benefit contribution for active employees provided pursuant to Chapter 4, Article I, whichever is greater.

Effective for employees retiring on or after October 1, 2025, the benefit amount for retiree health insurance shall be $1,950 per month.

Upon the retiree's eligibility for Medicare, the City will reimburse an amount including the cost of Medicare Parts A and B, if the employee is required to obtain such parts to secure medical coverage. The total amount of the reimbursement will not exceed the maximum amount for which the retiree qualifies.

A surviving spouse of a deceased retiree will be eligible to receive reimbursement in an amount equal to 50% of the reimbursement amount in effect at the time of death of the retiree. The surviving spouse must have been married to the retiree at the time of retirement. Eligibility for this benefit will cease upon remarriage or death of the spouse.

Administration

The City Manager will determine what form of evidence and frequency of its submission to the City is necessary for verification of retiree medical insurance coverage. Additionally, the City Manager will be

responsible for establishing all procedures and policies necessary for administering the program in an orderly and equitable manner.

Retirement Health Savings Account
Employees hired on or after April 1, 2007 shall not be eligible for the above Retiree Health Benefit set forth in Article II. An employee shall receive a retirement health savings account with a City contribution of four percent (4%) of the employee's base salary.

CHAPTER 6. MISCELLANEOUS

ARTICLE I. EMPLOYEE COMMITTEE
The City recognizes the establishment of an Employee's Committee to be comprised of seven (7) representatives from all classifications represented by ALE within the Police Department. No more than two (2) employees from the same classification will be allowed to serve on the committee at the same time. The representative(s) should be rotated, if possible, on a calendar year basis.

The committee shall be given the opportunity to meet no more than once each month with the Chief of Police to discuss departmental issues affecting the employees in the above listed classifications. The committee shall request the meeting at least one week in advance of the meeting and the request will be accompanied by an agenda listing and explaining the specific issue(s) to be discussed. No meeting will take place if no agenda, with at least one item for discussion, is presented with the meeting request. The Police Department agrees to release, with pay, all (7) of the committee members from work, if on duty, for a period not to exceed one and one-half (1½) hours for attendance at the scheduled meeting. The Chief of Police and the committee may mutually agree to discontinue this committee at such time as each agrees it is no longer necessary to meet and they may, upon mutual agreement, reconvene the committee.

In furtherance, to increase the communication within the Police Department, ALE shall notify the Chief of Police, at the beginning of each calendar year, of the name of its Police Department member who is designated to receive all proposed changes to the Police Department General Orders and Division Orders. This member will also attend department monthly staff meetings on behalf of ALE, with pay.

ARTICLE II. DISCIPLINARY ACTION
Section A
Disciplinary action shall be in accordance with Chapter 13 of the City's Personnel Rules and Regulations except as amended herein.

Section B
Disciplinary action in the form of suspension of more than five (5) days, a reduction in pay equal to more than a five (5) day suspension, a demotion, or termination of employment may be submitted for arbitration by ALE. Disciplinary actions submitted for arbitration under this provision shall be in lieu of an appeal to the City Manager pursuant to Personnel Rule 13.

Should the parties fail to agree on a neutral arbitrator, they shall request a list of seven (7) qualified arbitrators from the State of California Mediation and Conciliation Service. The parties shall alternately strike names from the list until one name remains. The party to strike the first name shall be determined by a coin toss.

The selected arbitrator shall conduct a hearing, make record of the hearing, and issue a final and binding decision which may be to uphold, modify or rescind the disciplinary action.

The cost of the arbitrator and all incidental costs (such as court reporter fees, transcription fees, etc.) shall be shared equally between the City and ALE.

Section C
A request to arbitrate a disciplinary action pursuant to Section B above shall be made in writing by ALE to the Administrative Services Director within ten (10) calendar days of the date of ALE's receipt of the "notice of discipline."

Section D
The individual issuing a "notice of intended discipline" requiring a "Skelly Meeting" (disciplinary actions of a suspension of more than five (5) days or reductions in pay equal to more than a five (5) day suspension, demotion or termination) shall not be appointed the "Skelly" meeting officer.

Section E
ALE shall be provided with a copy of the "notice of discipline" for a disciplinary action subject to arbitration as set forth in Section B above, and for a disciplinary action that may be appealed to the City Manager as set forth in Personnel Rule 13.03

ARTICLE III. EMPLOYEE PERFORMANCE EVALUATIONS
Annual step salary increases shall not be denied or delayed due to lack of a performance evaluation. Performance of duties in a higher paid classification shall not adversely affect an employee's performance evaluation.

ARTICLE IV. WORK SCHEDULES
Employees in the Dispatch Unit, Community Service Specialists, and Animal Control Officers who work a 4/11 shift schedule have a regular work schedule that shall consist of an average of 2,080 hours per year. The 4/11 shift schedule requires that employees work an additional seventy-two (72) hours per year to meet the 2,080 hours worked per year requirement.

In order to meet the seventy-two (72) hour requirement, twenty (20) hours will be scheduled as continuous professional training and fifty-two (52) hours will be scheduled as additional training, public appearances, special events staffing or to cover staffing needs of the Police Department.

An employee may elect by January 15 of each year to apply up to eight (8) hours of available accrued vacation, compensation time, or personal leave toward meeting the seventy-two (72) hour requirement. The City will notify employees of the leave election options and selection deadline by December 1 of each year. If a so notified employee does not make a leave election by January 15, the default election will be for the employee to work the fifty-two (52) hours. New employees will be required to work the additional hours needed based on the employees hire date.

The tracking period for the additional hours worked per year is based on the payroll calendar year. Hours will be pro-rated for part-time employees.

ARTICLE V. FATIGUE RECOVERY TIME

An employee who has worked sixteen (16) or more hours within a twenty-four (24) hour period and/or has worked on call-back within six (6) hours of the scheduled start time of their next regular shift and feels they cannot work safely because of fatigue shall notify their supervisory immediately. The employee will be provided with a maximum of eight (8) consecutive hours of rest time, based on the requested rest time election of the employee, between the time the employee leaves the work site to when they reports back to work, subject to the following conditions.

An employee called to report within three hours of their regular starting time will not be provided rest time under this provision unless, at the time they are called to report, either (a) the employee already has worked on call-back within six (6) hours of the scheduled start time of their next regular shift, or (b) the employee has worked sixteen (16) or more hours within a twenty-four (24) hour period.

If any portion of the up to eight (8) hours of rest falls within the employee's next scheduled work shift, an employee who requests rest time under this provision may be paid for up to three (3) hours at the employee's straight time pay and may elect to take accrued personal, vacation, and/or compensatory time off leave for any remaining portion of the up to eight (8) hours.

For rest break and meal period purposes, the work day of an employee returning from rest time under this provision will be deemed to have started upon the employee's return to work, and employee's quit time will be the same as if they had reported for work at their normal start time.

The City may suspend providing rest time under this provision for the duration of an emergency declared by the City Council.

CHAPTER 7. AGENCY SECURITY

ARTICLE I. REPRESENTATION

City employees who are official representatives of ALE will be given reasonable time off with pay and benefits during their regularly scheduled work hours to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation or grievances are being considered. The use of official time for this purpose will be reasonable and shall not interfere with the performance of City services as determined by the employee's department head.

ALE may select six (6) representatives from its general membership or Board members to engage in investigating and assisting employees in the resolution of grievances. Additionally, ALE may select up to six (6) representatives from its general membership or Board members to engage in negotiations with City representatives.

ALE shall promptly advise the Administrative Services Director in writing of the names of the representatives. Except in emergency situations, each employee will submit a written request for time off to their department head or designee, at least three (3) working days prior to scheduled meetings. Supervising employees shall not represent non-supervising employees who are in the supervisor's line of supervisory responsibility in regards to disciplinary matters in grievance procedures.

ARTICLE II. MEETING FACILITIES

ALE is allowed to reserve City meeting and conference rooms for use during lunch periods and other non-working hours. Use of such meeting places will be made available in conformity with City rules and are subject to the limitations of prior commitments.

ARTICLE III. BULLETIN BOARDS

ALE will be allowed reasonable access to City bulletin boards for the purpose of posting, transmitting, or distributing notices or announcements regarding ALE membership meetings, results of elections, reports of minutes of ALE meetings, social events, and recreational events. Any other materials must be submitted to the Administrative Services Director or designee for approval five (5) working days prior to the requested posting date. All posted materials must be dated, and unless special arrangements are made, ALE will remove all posted materials, thirty-one (31) calendar days after the publication date.

ARTICLE IV. CLASSIFICATION SPECIFICATIONS

The City agrees to provide ALE an opportunity to review new and revised classification specifications seven (7) working days prior to finalization by Human Resources.

ARTICLE V. NO DISCRIMINATION

ALE shall not discriminate on the basis of race, color, ancestry, national origin, religious creed, sex, sexual orientation, age, physical or mental disability, marital status or political opinion or affiliation for ALE activity to the extent prohibited by applicable State and Federal Law. The City will not discriminate against an employee for engaging in ALE membership or activity to the extent prohibited by applicable State and Federal law.

Executed this _____ day of _____, 2025, by the Employee-Employer representatives whose signatures appear below for their respective organizations.

Employee Representatives
City of Livermore
Association of Livermore Employees

By _____
Jonathan Browning, Interim President

By _____
Renea Dawes, Secretary

By _____
Lisajoy Calegari, Negotiator

By _____
Braden Christensen, Negotiator

By _____
Marco Torres, Negotiator

By _____
Denni Smiley, Negotiator

Employer Representative

By _____
Marianna Burch, City Manager

By _____
Tina Olson, Admin. Services Dir.

By _____
Kristen Hilton, Human Resources Manager

By _____
Natalie Villasenor, Human Resources Senior Analyst

By _____
Kaylin Larson, Human Resources Analyst II

By _____
Eddie Jimenez, Human Resources Analyst I

SIDE LETTER AGREEMENT
BETWEEN
ASSOCIATION OF LIVERMORE EMPLOYEES
AND
CITY OF LIVERMORE
REGARDING WORK
SCHEDULES IN THE
DISPATCH UNIT

The City of Livermore and the Association of Livermore Employees have agreed that, for purposes of compliance with Chapter 6, Article IV, the practice for switching schedule sides implemented by the City in the Dispatch Unit during the 2017-2021 Memorandum of Understanding shall be maintained in the Dispatch Unit during the term of the 2025-2029 MOU. If there is a need to change the current practice for switching schedule sides, the parties will Meet and Confer.

The schedules of employees switching sides will be set as shown in Attachment A.

Executed this _____ Day of _____, 2025

Employee Representatives
Association of Livermore Employees

By _____
Jonathan Browning, ALE Interim President

By _____
Renea Dawes, ALE Secretary

By _____
Lisajoy Calegari, ALE Negotiator

By _____
Braden Christensen, ALE Negotiator

By _____
Daniele Smiley, ALE Negotiator

By _____
Marco Torres, ALE Negotiator

Employer Representatives
City of Livermore

By _____
Marianna Burch, City Manager

By _____
Tina Olson, Administrative Services Director

Attachment A

Dispatcher schedules when changing Teams					
	Change from A to B Team			**Change from B to A Team**	
	Day 1	11		Day 1	
	Day 2	11		Day 2	
	Day 3	11		Day 3	
	Day 4	11		Day 4	
	Day 5			Day 5	11
	Day 6			Day 6	11
	Day 7			Day 7	11
	Day 8			Day 8	11
	Day 9	11		Day 9	
	Day 10	11		Day 10	
	Day 11	11		Day 11	
	Day 12	11		Day 12	
Shift Change	Day 13			Day 13	11
	Day 14			Day 14	11
	Day 15	11		Day 15	
	Day 16	11		Day 16	
	Day 17			Day 17	11
	Day 18			Day 18	11
	Day 19			Day 19	11
	Day 20			Day 20	11
	Day 21	11		Day 21	
	Day 22	11		Day 22	
	Day 23	11		Day 23	
	Day 24	11		Day 24	

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.15**

DATE: October 13, 2025

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution approving the City of Livermore Salary Plan as of October 6, 2025, in accordance with California Code of Regulations, Title 2, Section 570.5.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution approving the City of Livermore Salary Plan as of October 6, 2025, in accordance with California Code of Regulations, Title 2, Section 570.5.

DECISION TYPE

Administrative

SUMMARY

Staff recommends the following changes to the Salary Plan:

1. Incorporate wage related adjustments associated with the approval of the Association of Livermore Employees (ALE) Memorandum of Understanding;
2. Add new 1.0 FTE Information Technology Technician;
3. Retitle Supervising Librarian to Library Manager (Class Code 2205);
4. Adjust salaries for the Retired Annuitant classifications to match those associated with the Association of Livermore Employees;
5. Incorporate wage related adjustments based on a recent compensation study and review of internal alignment and add two new classifications of Water Resources Coordinator - Source Control (Class Code 5172) and Water Resources Coordinator - Maintenance (Class Code 5173);

While the ALE MOU is effective October 1, 2025, the wage and benefit increases are effective October 6, 2025, which is the first full pay period after October 1, 2025.

DISCUSSION

Staff recommends the following changes to the Salary Plan:

1. The adoption of the resolution of the Memorandum of Understanding between the City of Livermore and the Association of Livermore Employees, also on the October 13, 2025 agenda, requires salary schedule modifications to reflect wage increases effective October 6, 2025.
2. The addition of a new 1.0 FTE Information Technology Technician to the Information Technology Division of the Administrative Services Department. This position will enhance IT support and ensure reliable coverage at City Hall. It will improve response times, increase efficiency, and allow current IT staff to distribute workload more effectively.
3. The Library is requesting to retitle the classification of Supervising Librarian to Library Manager. This title change will more closely reflect the duties and responsibilities of this position.
4. CalPERS requires the salaries of a retired annuitant to be within the range of what is paid to an active employee. The salary ranges for the retired annuitant classifications that are associated with the ALE group need to be adjusted to match the new salaries. The affected classifications are: Retired Annuitant - Associate Civil Engineer, Retired Annuitant - Senior Planner, Retired Annuitant - Associate Planner, Retired Annuitant - Public Safety Dispatcher, Retired Annuitant - Administrative Clerk I, Retired Annuitant - Library Clerk.
5. The City recently completed a compensation study and internal alignment review. As a result, the salaries of 43 classifications in the Association of Livermore Employees need to be adjusted and one classification in the Livermore Management Group, as reflected in the attached resolution. In addition, two new classifications of Water Resources Coordinator - Source Control and Water Resources Coordinator - Maintenance need to be added to the salary plan to maintain the appropriate salary differential between a journey level and lead level classification.

FISCAL AND ADMINISTRATIVE IMPACTS

The fiscal impact of the changes to the salary schedules for the Association of Livermore Employees are outlined in the staff report.

The fiscal impact of adding a new 1.0 FTE Information Technology Technician is $160,120. The cost will be offset by reductions in Temporary Salaries and Contractual Services budgets.

The fiscal impact of the salary revisions for the 43 Association of Livermore Employees classifications and one Livermore Management Group classification identified through the compensation study and internal alignment review is $518,430 and will be absorbed into the existing budget of the affected City funds, which are primarily the Water and Sewer funds.

COMMUNITY PILLAR

5: A City that Works

GOAL

8: Attract, develop, engage, and retain a diverse and highly skilled workforce across the organization

ATTACHMENTS

1. Resolution
2. Exhibit A - Salary Plan Dated October 6, 2025

Prepared by: Kaylin Larson
HR Analyst II

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING THE CITY OF LIVERMORE SALARY PLAN DATED OCTOBER 6, 2025, IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

The proposed City of Livermore Salary Plan, attached hereto as Exhibit A, is intended to incorporate the following changes:

- Wage related adjustments associated with the approval of the Association of Livermore Employees Memorandum of Understanding
- Add new 1.0 FTE Information Technology Technician
- Retitled Supervising Librarian to Library Manager (Class Code 2205)
- Adjust salaries for the Retired Annuitant classifications to match those associated with the Association of Livermore Employees:
  - Retired Annuitant–Assoc. Civil Engineer (Class Code 8510) $64.16-$77.65/hr
  - Retired Annuitant–Senior Planner (Class Code 8525) $62.91-$76.12/hr
  - Retired Annuitant–Associate Planner (Class Code 8520) $55.99-$72.58/hr
  - Retired Annuitant–Public Safety Dsptch (Class Code 8535) $46.44-$56.45/hr
  - Retired Annuitant–Administrative Clerk I (Class Code 8560) $31.89-$38.41/hr
  - Retired Annuitant–Library Clerk (Class Code 8565) $31.89 - $38.41/hr

Based on a recent compensation study and review of internal alignment, the salary ranges for the following classifications in the Association of Livermore Employees shall be adjusted and added:

- Junior Accountant (Class Code 4020) $ 8,010.19 - $ 9,736.44
- Junior Engineer (Class Code 4090) $ 8,682.14 - $10,553.19
- Junior Civil Engineer (Class Code 4091) $ 9,116.25 - $11,080.85
- Assistant Engineer (Class Code 4092) $ 9,867.00 - $11,993.40
- Assistant Civil Engineer (Class Code 4093) $10,360.35 - $12,593.07
- Crime & Intelligence Analyst (Class Code 4150) $ 8,922.88 - $10,845.82
- Information Technology Technician (Class Code 4210) $ 7,672.43 - $ 9,325.89
- Sr Information Technology Tech (Class Code 4211) $ 8,439.68 - $10,258.48
- Permit Technician (Class Code 4250) $ 6,566.31 - $ 7,981.39
- Permit Technician II (Class Code 4251) $ 7,009.68 - $ 8,520.30
- Public Safety Dispatcher (Class Code 4300) $ 8,050.58 - $ 9,785.52
- Senior Public Safety Dispatcher (Class Code 4301) $ 8,440.67 - $10,259.69
- Supervising Public Safety Dispatcher (Class Code 4302) $ 9,285.55 - $11,286.64
- Airport Service Attendant (Class Code 5000) $ 6,458.37 - $ 7,850.19
- Senior Airport Service Attendant (Class Code 5001) $ 6,925.85 - $ 8,418.38
- Facilities Maintenance Worker Trne. (Class Code 5030) $ 5,563.60 - $ 6,762.59
- Facilities Maintenance Worker I (Class Code 5031) $ 6,224.31 - $ 7,565.69
- Facilities Maintenance Worker II (Class Code 5032) $ 6,671.30 - $ 8,109.01

- Senior Facilities Maintenance Worker (Class Code 5033) $ 7,001.25 - $ 8,510.06
- Supvr Facilities Maintenance Worker (Class Code 5034) $ 7,872.74 - $ 9,569.36
- Traffic Signal Technician Trainee (Class Code 5081) $ 6,979.63 - $ 8,483.78
- Traffic Signal Technician (Class Code 5080) $ 7,451.21 - $ 9,056.99
- Senior Traffic Signal Technician (Class Code 5082) $ 8,142.62 - $ 9,897.40
- WR Laboratory Technician (Class Code 5110) $ 8,066.90 - $ 9,805.37
- WR Mechanic I (Class Code 5120) $ 7,928.64 - $ 9,637.31
- WR Mechanic II (Class Code 5121) $ 8,936.04 - $10,861.81
- WR Operator Trainee (Class Code 5130) $ 7,560.49 - $ 9,189.83
- WR Operator – Grade I (Class Code 5131) $ 8,694.57 - $10,568.30
- WR Operator – Grade II (Class Code 5132) $ 9,129.29 - $11,096.72
- WR Operator – Grade III (Class Code 5133) $ 9,859.64 - $11,984.45
- WR Senior Operator (Class Code 5134) $10,352.67 - $12,583.67
- WR Supervising Operator (Class Code 5135) $11,476.83 - $13,950.16
- WR Source Control Inspector (Class Code 5141) $ 9,162.51 - $11,137.09
- WW Collections Systems Trainee (Class Code 5150) $ 5,549.01 - $ 6,744.86
- WW Collections Systems Worker I (Class Code 5151) $ 6,381.36 - $ 7,756.59
- WW Collections Systems Worker II (Class Code 5152) $ 7,019.50 - $ 8,532.25
- WW Collections Systems Worker III (Class Code 5153) $ 7,721.45 - $ 9,385.47
- WD Operator Trainee (Class Code 5160) $ 5,988.95 - $ 7,279.61
- WD Operator I (Class Code 5161) $ 6,702.22 - $ 8,146.59
- WD Operator II (Class Code 5162) $ 7,672.03 - $ 9,325.41
- WD Operator III (Class Code 5163) $ 8,266.85 - $10,048.41
- WD Senior Operator (Class Code 5164) $ 8,680.14 - $10,550.76
- WD Supervising Operator (Class Code 5165) $ 9,511.51 - $11,561.30
- Add new classifications of Water Resources Coordinator – Source Control (Class Code 5172) with monthly steps of $9,620.63 - $10,1010.67 - $10,606.75 - $11,137.09 - $11,693.94
- Add new classifications of Water Resources Coordinator – Maintenance (Class Code 5173) with monthly steps of $9,382.84 - $9,851.98 - $10,344.58 - $10,861.84 - $11,404.90

Based on a review of internal alignment, the salary ranges for the following classifications in the Livermore Management Group shall be adjusted:

- Water Resources Operations Mngr (Class Code 2225) $12,311.95 - $15,389.94

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that in accordance with California Code of Regulations, Title 2, Section 570.5, it hereby approves the Salary Plan dated October 6, 2025.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 13, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Kimberly Cilley
Kimberly Cilley
City Attorney

Exhibit A – Salary Plan

LIVERMORE
CALIFORNIA

Salary Plan

October 6, 2025

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/06/2025

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4001	ACCOUNT CLERK	73,090.22	76,587.90	80,249.62	84,094.43	88,131.50
		6,090.85	6,382.33	6,687.47	7,007.87	7,344.29
		1,405.58	1,472.84	1,543.26	1,617.20	1,694.84
		35.1395	36.8211	38.5816	40.4300	42.3709
4000	ACCOUNT CLERK, JUNIOR	65,744.90	69,032.14	72,483.75	76,107.94	79,913.34
		5,478.74	5,752.68	6,040.31	6,342.33	6,659.45
		1,264.33	1,327.54	1,393.92	1,463.61	1,536.80
		31.6081	33.1885	34.8480	36.5904	38.4199
4002	ACCOUNT CLERK, SENIOR	79,423.91	83,227.43	87,221.12	91,414.52	95,817.58
		6,618.66	6,935.62	7,268.43	7,617.88	7,984.80
		1,527.38	1,600.53	1,677.33	1,757.97	1,842.65
		38.1846	40.0132	41.9332	43.9493	46.0661
4020	ACCOUNTANT, JUNIOR*	96,122.29	100,928.40	105,974.82	111,273.56	116,837.24
		8,010.19	8,410.70	8,831.24	9,272.80	9,736.44
		1,848.51	1,940.93	2,037.98	2,139.88	2,246.87
		46.2126	48.5233	50.9494	53.4969	56.1718
4010	ACCOUNTING TECHNICIAN	84,282.47	88,328.93	92,577.71	97,038.92	101,723.21
		7,023.54	7,360.74	7,714.81	8,086.58	8,476.93
		1,620.82	1,698.63	1,780.34	1,866.13	1,956.22
		40.5204	42.4658	44.5085	46.6533	48.9054
4030	ADMINISTRATIVE ASSISTANT	88,251.03	92,495.92	96,953.04	101,633.03	106,547.01
		7,354.25	7,707.99	8,079.42	8,469.42	8,878.92
		1,697.14	1,778.77	1,864.48	1,954.48	2,048.98
		42.4284	44.4692	46.6120	48.8620	51.2245
4052	ADMINISTRATIVE CLERK I	66,339.50	69,488.81	72,795.58	76,267.68	79,913.39
		5,528.29	5,790.73	6,066.30	6,355.64	6,659.45
		1,275.76	1,336.32	1,399.92	1,466.69	1,536.80
		31.8940	33.4081	34.9979	36.6672	38.4199
4051	ADMINISTRATIVE CLERK II	71,041.79	74,426.20	77,979.83	81,711.18	85,629.06
		5,920.15	6,202.18	6,498.32	6,809.27	7,135.76
		1,366.19	1,431.27	1,499.61	1,571.37	1,646.71
		34.1547	35.7818	37.4903	39.2842	41.1678
4040	ADMINISTRATIVE TECHNICIAN	88,251.03	92,495.92	96,953.04	101,633.03	106,547.01
		7,354.25	7,707.99	8,079.42	8,469.42	8,878.92
		1,697.14	1,778.77	1,864.48	1,954.48	2,048.98
		42.4284	44.4692	46.6120	48.8620	51.2245
5000	AIRPORT SERVICE ATTENDANT*	77,500.47	81,375.49	85,444.26	89,716.47	94,202.29
		6,458.37	6,781.29	7,120.36	7,476.37	7,850.19
		1,490.39	1,564.91	1,643.16	1,725.32	1,811.58
		37.2598	39.1228	41.0790	43.1329	45.2896
5001	AIRPORT SERVICE ATTENDANT SENIOR*	83,109.87	87,265.36	91,628.63	96,210.06	101,020.56
		6,925.82	7,272.11	7,635.72	8,017.51	8,418.38
		1,598.27	1,678.18	1,762.09	1,850.19	1,942.70
		39.9567	41.9545	44.0522	46.2548	48.5676

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/06/2025

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4060	ANIMAL CONTROL OFFICER	87,564.16	91,774.70	96,195.76	100,837.87	105,712.09
		7,297.01	7,647.89	8,016.31	8,403.16	8,809.34
		1,683.93	1,764.90	1,849.92	1,939.19	2,032.92
		42.0982	44.1225	46.2480	48.4798	50.8231
5010	ASSET MANAGEMENT SPECIALIST	117,633.38	123,347.40	129,347.09	135,646.79	142,261.44
		9,802.78	10,278.95	10,778.92	11,303.90	11,855.12
		2,262.18	2,372.07	2,487.44	2,608.59	2,735.80
		56.5545	59.3016	62.1861	65.2148	68.3949
4130	BUILDING INSPECTOR I	103,556.88	108,567.07	113,827.74	119,351.46	125,151.36
		8,629.74	9,047.26	9,485.65	9,945.96	10,429.28
		1,991.48	2,087.83	2,189.00	2,295.22	2,406.76
		49.7870	52.1957	54.7249	57.3805	60.1689
4131	BUILDING INSPECTOR II	111,210.76	116,603.64	122,266.15	128,211.78	134,454.69
		9,267.56	9,716.97	10,188.85	10,684.32	11,204.56
		2,138.67	2,242.38	2,351.27	2,465.61	2,585.67
		53.4667	56.0594	58.7818	61.6403	64.6417
4132	BUILDING INSPECTOR III	114,439.09	119,993.38	125,825.37	131,948.96	138,378.74
		9,536.59	9,999.45	10,485.45	10,995.75	11,531.56
		2,200.75	2,307.57	2,419.72	2,537.48	2,661.13
		55.0188	57.6891	60.4930	63.4370	66.5282
4133	BUILDING INSPECTOR, SENIOR	119,993.38	125,825.37	131,948.96	138,378.74	145,130.02
		9,999.45	10,485.45	10,995.75	11,531.56	12,094.17
		2,307.57	2,419.72	2,537.48	2,661.13	2,790.96
		57.6891	60.4930	63.4370	66.5282	69.7741
4093	CIVIL ENGINEER, ASSISTANT*	124,324.14	130,540.35	137,067.37	143,920.74	151,116.78
		10,360.35	10,878.36	11,422.28	11,993.40	12,593.07
		2,390.85	2,510.39	2,635.91	2,767.71	2,906.09
		59.7712	62.7598	65.8978	69.1927	72.6523
4100	CIVIL ENGINEER, ASSOCIATE	133,473.47	139,979.49	146,810.81	153,983.68	161,515.20
		11,122.79	11,664.96	12,234.23	12,831.97	13,459.60
		2,566.80	2,691.91	2,823.28	2,961.22	3,106.06
		64.1699	67.2978	70.5821	74.0306	77.6515
4091	CIVIL ENGINEER, JUNIOR*	109,394.94	114,864.69	120,607.92	126,638.32	132,970.24
		9,116.25	9,572.06	10,050.66	10,553.19	11,080.85
		2,103.75	2,208.94	2,319.38	2,435.35	2,557.12
		52.5937	55.2234	57.9846	60.8838	63.9280
4140	COMMUNITY SERVICE SPECIALIST	76,825.79	80,667.08	84,700.43	88,935.45	93,382.22
		6,402.15	6,722.26	7,058.37	7,411.29	7,781.85
		1,477.42	1,551.29	1,628.85	1,710.30	1,795.81
		36.9355	38.7823	40.7214	42.7574	44.8953
4141	COMMUNITY SERVICE SPECIALIST II	80,632.31	84,663.93	88,897.13	93,341.99	98,009.09
		6,719.36	7,055.33	7,408.09	7,778.50	8,167.42
		1,550.62	1,628.15	1,709.56	1,795.04	1,884.79
		38.7655	40.7038	42.7390	44.8760	47.1198

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/06/2025

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4150	CRIME & INTELLIGENCE ANALYST*	107,074.59	112,428.32	118,049.73	123,952.22	130,149.83
		8,922.88	9,369.03	9,837.48	10,329.35	10,845.82
		2,059.13	2,162.08	2,270.19	2,383.70	2,502.88
		51.4782	54.0521	56.7547	59.5924	62.5720
4152	CRIME & INTELLIGENCE ANALYST, SUPERVISING	125,577.30	131,856.17	138,448.98	145,371.43	152,640.00
		10,464.78	10,988.01	11,537.42	12,114.29	12,720.00
		2,414.95	2,535.70	2,662.48	2,795.60	2,935.38
		60.3737	63.3924	66.5620	69.8901	73.3846
4160	CRIME PREVENTION SPECIALIST	83,469.20	87,474.99	91,681.06	96,097.45	100,734.65
		6,955.77	7,289.58	7,640.09	8,008.12	8,394.55
		1,605.18	1,682.21	1,763.10	1,848.03	1,937.20
		40.1294	42.0553	44.0774	46.2007	48.4301
4170	CRISIS INTERVENTION SPECIALIST	100,608.08	111,892.53	117,402.91	123,188.80	129,263.99
		8,384.01	9,324.38	9,783.58	10,265.73	10,772.00
		1,934.77	2,151.78	2,257.75	2,369.02	2,485.85
		48.3693	53.7945	56.4437	59.2254	62.1462
4050	DIVISION CLERK	74,809.86	78,382.70	82,134.16	86,073.20	90,209.20
		6,234.16	6,531.89	6,844.51	7,172.77	7,517.43
		1,438.65	1,507.36	1,579.50	1,655.25	1,734.79
		35.9663	37.6840	39.4876	41.3814	43.3698
4180	ECONOMIC DEVELOPMENT SPECIALIST	96,146.19	100,953.50	106,001.18	111,301.24	116,866.30
		8,012.18	8,412.79	8,833.43	9,275.10	9,738.86
		1,848.97	1,941.41	2,038.48	2,140.41	2,247.43
		46.2241	48.5353	50.9621	53.5102	56.1857
5090	ELECTRICIAN	108,422.10	113,843.21	119,535.37	125,512.14	131,787.75
		9,035.18	9,486.93	9,961.28	10,459.35	10,982.31
		2,085.04	2,189.29	2,298.76	2,413.70	2,534.38
		52.1260	54.7323	57.4689	60.3424	63.3595
4092	ENGINEER, ASSISTANT*	118,403.94	124,324.14	130,540.35	137,067.37	143,920.74
		9,867.00	10,360.35	10,878.36	11,422.28	11,993.40
		2,277.00	2,390.85	2,510.39	2,635.91	2,767.71
		56.9250	59.7712	62.7598	65.8978	69.1927
4090	ENGINEER, JUNIOR*	104,185.67	109,394.95	114,864.70	120,607.93	126,638.32
		8,682.14	9,116.25	9,572.06	10,050.66	10,553.19
		2,003.57	2,103.75	2,208.94	2,319.38	2,435.35
		50.0893	52.5937	55.2234	57.9846	60.8838
4080	ENGINEERING SPECIALIST	117,633.37	123,347.39	129,347.08	135,646.78	142,261.43
		9,802.78	10,278.95	10,778.92	11,303.90	11,855.12
		2,262.18	2,372.07	2,487.44	2,608.59	2,735.80
		56.5545	59.3016	62.1861	65.2148	68.3949
4070	ENGINEERING TECHNICIAN, ASSIST	101,339.05	106,238.33	111,382.58	116,784.05	122,455.59
		8,444.92	8,853.19	9,281.88	9,732.00	10,204.63
		1,948.83	2,043.04	2,141.97	2,245.85	2,354.92
		48.7207	51.0761	53.5493	56.1462	58.8729

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/06/2025

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4071	ENGINEERING TECHNICIAN, ASSOC	108,585.61	113,847.21	119,371.90	125,172.83	131,263.81
		9,048.80	9,487.27	9,947.66	10,431.07	10,938.65
		2,088.18	2,189.37	2,295.61	2,407.17	2,524.30
		52.2046	54.7342	57.3903	60.1793	63.1076
4072	ENGINEERING TECHNICIAN, SENIOR	112,759.16	118,229.46	123,973.26	130,004.26	136,336.81
		9,396.60	9,852.46	10,331.11	10,833.69	11,361.40
		2,168.45	2,273.64	2,384.10	2,500.08	2,621.86
		54.2111	56.8411	59.6025	62.5021	65.5465
5030	FACILITIES MAINTENANCE TRAINEE*	66,763.23	70,101.39	73,606.46	77,286.78	81,151.12
		5,563.60	5,841.78	6,133.87	6,440.57	6,762.59
		1,283.91	1,348.10	1,415.51	1,486.28	1,560.60
		32.0977	33.7026	35.3877	37.1571	39.0150
5031	FACILITIES MAINTENANCE WORKER I*	74,691.77	78,426.36	82,347.68	86,465.06	90,788.31
		6,224.31	6,535.53	6,862.31	7,205.42	7,565.69
		1,436.38	1,508.20	1,583.61	1,662.79	1,745.93
		35.9095	37.7050	39.5902	41.5697	43.6482
5032	FACILITIES MAINTENANCE WORKER II*	80,055.65	84,058.43	88,261.35	92,674.42	97,308.14
		6,671.30	7,004.87	7,355.11	7,722.87	8,109.01
		1,539.53	1,616.51	1,697.33	1,782.20	1,871.31
		38.4883	40.4127	42.4333	44.5550	46.7828
5033	FACILITIES MAINTENANCE WORKER, SENIOR*	84,015.01	88,215.76	92,626.55	97,257.88	102,120.77
		7,001.25	7,351.31	7,718.88	8,104.82	8,510.06
		1,615.67	1,696.46	1,781.28	1,870.34	1,963.86
		40.3918	42.4114	44.5320	46.7586	49.0965
5034	FACILITIES MAINTENANCE WORKER, SUPERVISING*	94,472.84	99,196.48	104,156.30	109,364.11	114,832.32
		7,872.74	8,266.37	8,679.69	9,113.68	9,569.36
		1,816.79	1,907.62	2,003.01	2,103.16	2,208.31
		45.4196	47.6906	50.0751	52.5789	55.2079
4190	FAMILY THERAPIST	101,942.27	106,871.72	112,047.64	117,482.34	123,188.80
		8,495.19	8,905.98	9,337.30	9,790.20	10,265.73
		1,960.43	2,055.23	2,154.76	2,259.28	2,369.02
		49.0107	51.3806	53.8691	56.4819	59.2254
5040	FLEET SERVICES WORKER	65,984.63	69,116.20	72,404.34	75,856.88	79,482.05
		5,498.72	5,759.68	6,033.70	6,321.41	6,623.50
		1,268.94	1,329.16	1,392.39	1,458.79	1,528.50
		31.7234	33.2289	34.8098	36.4697	38.2125
4200	GIS SPECIALIST	117,633.37	123,347.37	129,347.07	135,646.77	142,261.42
		9,802.78	10,278.95	10,778.92	11,303.90	11,855.12
		2,262.18	2,372.06	2,487.44	2,608.59	2,735.80
		56.5545	59.3016	62.1861	65.2148	68.3949
5050	GROUNDSKEEPER TRAINEE	65,984.59	69,116.13	72,404.28	75,856.81	79,481.99
		5,498.72	5,759.68	6,033.69	6,321.40	6,623.50
		1,268.93	1,329.16	1,392.39	1,458.78	1,528.50
		31.7234	33.2289	34.8098	36.4696	38.2125

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/06/2025

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
5051	GROUNDSKEEPER I	73,750.06	77,269.89	80,965.70	84,846.32	88,920.97
		6,145.84	6,439.16	6,747.14	7,070.53	7,410.08
		1,418.27	1,485.96	1,557.03	1,631.66	1,710.02
		35.4568	37.1490	38.9258	40.7915	42.7505
5052	GROUNDSKEEPER II	79,003.59	82,786.12	86,757.75	90,927.98	95,306.70
		6,583.63	6,898.84	7,229.81	7,577.33	7,942.23
		1,519.30	1,592.04	1,668.42	1,748.62	1,832.82
		37.9825	39.8010	41.7105	43.7154	45.8205
5053	GROUNDSKEEPER III	82,881.53	86,857.94	91,033.16	95,417.16	100,020.36
		6,906.79	7,238.16	7,586.10	7,951.43	8,335.03
		1,593.88	1,670.35	1,750.64	1,834.95	1,923.47
		39.8469	41.7586	43.7659	45.8736	48.0867
5055	GROUNDSKEEPER, SUPERVISING	93,124.26	97,612.79	102,325.78	107,274.40	112,470.45
		7,760.36	8,134.40	8,527.15	8,939.53	9,372.54
		1,790.85	1,877.17	1,967.80	2,062.97	2,162.89
		44.7713	46.9292	49.1951	51.5742	54.0723
4210	INFORMATION TECHNOLOGY TECHNICIAN*	92,069.18	96,672.64	101,506.27	106,581.58	111,910.66
		7,672.43	8,056.05	8,458.86	8,881.80	9,325.89
		1,770.56	1,859.09	1,952.04	2,049.65	2,152.13
		44.2640	46.4772	48.8011	51.2411	53.8032
4211	INFORMATION TECHNOLOGY TECHNICIAN, SENIOR*	101,276.10	106,339.90	111,656.90	117,239.74	123,101.72
		8,439.68	8,861.66	9,304.74	9,769.98	10,258.48
		1,947.62	2,045.00	2,147.25	2,254.61	2,367.34
		48.6904	51.1250	53.6812	56.3653	59.1835
5054	LANDSCAPE MAINTENANCE SPECIALIST	88,543.95	92,803.47	97,275.97	101,972.10	106,903.04
		7,378.66	7,733.62	8,106.33	8,497.68	8,908.59
		1,702.77	1,784.68	1,870.69	1,961.00	2,055.83
		42.5692	44.6171	46.7673	49.0251	51.3957
4230	LIBRARIAN I	79,868.92	83,694.71	87,711.77	91,929.69	96,358.49
		6,655.74	6,974.56	7,309.31	7,660.81	8,029.87
		1,535.94	1,609.51	1,686.76	1,767.88	1,853.05
		38.3985	40.2378	42.1691	44.1970	46.3262
4231	LIBRARIAN II	88,420.21	92,673.55	97,139.56	101,828.86	106,752.63
		7,368.35	7,722.80	8,094.96	8,485.74	8,896.05
		1,700.39	1,782.18	1,868.07	1,958.25	2,052.94
		42.5097	44.5546	46.7017	48.9562	51.3234
4221	LIBRARY ASSISTANT	75,262.27	78,857.70	82,632.93	86,596.90	90,759.10
		6,271.86	6,571.48	6,886.08	7,216.41	7,563.26
		1,447.35	1,516.49	1,589.09	1,665.33	1,745.37
		36.1838	37.9124	39.7274	41.6331	43.6342
4222	LIBRARY ASSISTANT, SUPERVISING	84,282.47	88,328.93	92,577.71	97,038.92	101,723.21
		7,023.54	7,360.74	7,714.81	8,086.58	8,476.93
		1,620.82	1,698.63	1,780.34	1,866.13	1,956.22
		40.5204	42.4658	44.5085	46.6533	48.9054

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/06/2025

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4220	LIBRARY CLERK	66,339.50	69,488.81	72,795.58	76,267.68	79,913.39
		5,528.29	5,790.73	6,066.30	6,355.64	6,659.45
		1,275.76	1,336.32	1,399.92	1,466.69	1,536.80
		31.89399	33.40808	34.99788	36.66715	38.41990
5060	MAINTENANCE TRAINEE	65,984.59	69,116.13	72,404.28	75,856.81	79,481.99
		5,498.72	5,759.68	6,033.69	6,321.40	6,623.50
		1,268.93	1,329.16	1,392.39	1,458.78	1,528.50
		31.72336	33.22891	34.80975	36.46962	38.21250
5061	MAINTENANCE WORKER I	73,750.06	77,269.89	80,965.70	84,846.32	88,920.97
		6,145.84	6,439.16	6,747.14	7,070.53	7,410.08
		1,418.27	1,485.96	1,557.03	1,631.66	1,710.02
		35.45676	37.14899	38.92582	40.79150	42.75047
5062	MAINTENANCE WORKER II	79,003.59	82,786.11	86,757.75	90,927.98	95,306.70
		6,583.63	6,898.84	7,229.81	7,577.33	7,942.23
		1,519.30	1,592.04	1,668.42	1,748.62	1,832.82
		37.98250	39.80101	41.71046	43.71538	45.82053
5063	MAINTENANCE WORKER III	82,881.53	86,857.94	91,033.16	95,417.16	100,020.36
		6,906.79	7,238.16	7,586.10	7,951.43	8,335.03
		1,593.88	1,670.35	1,750.64	1,834.95	1,923.47
		39.84689	41.75863	43.76594	45.87363	48.08671
5070	MECHANIC	95,257.31	100,020.17	105,021.18	110,272.24	115,785.85
		7,938.11	8,335.01	8,751.76	9,189.35	9,648.82
		1,831.87	1,923.46	2,019.64	2,120.62	2,226.65
		45.79678	48.08662	50.49095	53.01550	55.66627
5071	MECHANIC SENIOR	103,393.20	108,562.86	113,991.00	119,690.55	125,675.08
		8,616.10	9,046.90	9,499.25	9,974.21	10,472.92
		1,988.33	2,087.75	2,192.13	2,301.74	2,416.83
		49.70827	52.19368	54.80337	57.54353	60.42071
4240	NEIGHBORHOOD PRESERVATION OFFICER	108,585.61	113,847.21	119,371.90	125,172.83	131,263.81
		9,048.80	9,487.27	9,947.66	10,431.07	10,938.65
		2,088.18	2,189.37	2,295.61	2,407.17	2,524.30
		52.20462	54.73424	57.39034	60.17925	63.10760
5020	PARTS AND INVENTORY CONTROL WORKER	77,134.06	80,823.08	84,696.57	88,763.72	93,034.25
		6,427.84	6,735.26	7,058.05	7,396.98	7,752.85
		1,483.35	1,554.29	1,628.78	1,706.99	1,789.12
		37.08368	38.85725	40.71950	42.67487	44.72800
4250	PERMIT TECHNICIAN*	78,795.70	82,735.48	86,872.25	91,215.86	95,776.65
		6,566.31	6,894.62	7,239.35	7,601.32	7,981.39
		1,515.30	1,591.07	1,670.62	1,754.15	1,841.86
		37.88255	39.77667	41.76550	43.85378	46.04647
4251	PERMIT TECHNICIAN II*	84,116.10	88,321.91	92,738.01	97,374.91	102,243.65
		7,009.68	7,360.16	7,728.17	8,114.58	8,520.30
		1,617.62	1,698.50	1,783.42	1,872.59	1,966.22
		40.44043	42.46246	44.58558	46.81486	49.15560

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/06/2025

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4260	PLAN CHECK ENGINEER	133,362.24	139,862.68	146,688.13	153,854.89	161,379.98
		11,113.52	11,655.22	12,224.01	12,821.24	13,448.33
		2,564.66	2,689.67	2,820.93	2,958.75	3,103.46
		64.11646	67.24167	70.52314	73.96870	77.58653
4120	PLANNER, ASSISTANT	108,260.07	113,505.41	119,013.02	124,796.00	130,868.12
		9,021.67	9,458.78	9,917.75	10,399.67	10,905.68
		2,081.92	2,182.80	2,288.71	2,399.92	2,516.69
		52.04811	54.56991	57.21780	59.99808	62.91737
4121	PLANNER, ASSOCIATE	124,796.00	130,868.12	137,243.86	143,938.39	150,967.64
		10,399.67	10,905.68	11,436.99	11,994.87	12,580.64
		2,399.92	2,516.69	2,639.31	2,768.05	2,903.22
		59.99808	62.91737	65.98263	69.20115	72.58060
4122	PLANNER, SENIOR	130,868.15	137,243.88	143,938.41	150,967.66	158,348.38
		10,905.68	11,436.99	11,994.87	12,580.64	13,195.70
		2,516.70	2,639.31	2,768.05	2,903.22	3,045.16
		62.91738	65.98263	69.20116	72.58061	76.12903
4270	POLICE CLERK	72,820.08	76,293.40	79,940.42	83,769.79	87,790.59
		6,068.34	6,357.78	6,661.70	6,980.82	7,315.88
		1,400.39	1,467.18	1,537.32	1,610.96	1,688.28
		35.00965	36.67952	38.43289	40.27394	42.20701
4271	POLICE CLERK, SENIOR	76,293.49	79,940.49	83,769.86	87,790.67	92,012.55
		6,357.79	6,661.71	6,980.82	7,315.89	7,667.71
		1,467.18	1,537.32	1,610.96	1,688.28	1,769.47
		36.67956	38.43293	40.27397	42.20705	44.23680
4272	POLICE CLERK, SUPERVISING	89,921.31	94,249.70	98,794.51	103,566.59	108,577.24
		7,493.44	7,854.14	8,232.88	8,630.55	9,048.10
		1,729.26	1,812.49	1,899.89	1,991.67	2,088.02
		43.23140	45.31236	47.49736	49.79163	52.20060
4280	POLICE IDENTIFICATION TECHNICIAN	91,602.23	96,014.66	100,647.73	105,512.45	110,620.42
		7,633.52	8,001.22	8,387.31	8,792.70	9,218.37
		1,761.58	1,846.44	1,935.53	2,029.09	2,127.32
		44.03953	46.16089	48.38833	50.72714	53.18289
4290	PROPERTY AND EVIDENCE SPECIALIST	77,420.30	81,123.64	85,012.18	89,095.11	93,382.22
		6,451.69	6,760.30	7,084.35	7,424.59	7,781.85
		1,488.85	1,560.07	1,634.85	1,713.37	1,795.81
		37.22130	39.00175	40.87124	42.83419	44.89530
4291	PROPERTY AND EVIDENCE SPECIALIST, SUPERVISING	87,399.93	91,602.25	96,014.68	100,647.76	105,512.47
		7,283.33	7,633.52	8,001.22	8,387.31	8,792.71
		1,680.77	1,761.58	1,846.44	1,935.53	2,029.09
		42.01920	44.03954	46.16090	48.38835	50.72715
4300	PUBLIC SAFETY DISPATCHER*	96,606.90	101,437.25	106,509.11	111,834.57	117,426.29
		8,050.58	8,453.10	8,875.76	9,319.55	9,785.52
		1,857.83	1,950.72	2,048.25	2,150.66	2,258.20
		46.44563	48.76791	51.20630	53.76662	56.45495

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/06/2025

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4301	PUBLIC SAFETY	101,288.03	106,352.43	111,670.05	117,253.55	123,116.23
	DISPATCHER, SENIOR*	8,440.67	8,862.70	9,305.84	9,771.13	10,259.69
		1,947.85	2,045.24	2,147.50	2,254.88	2,367.62
		48.69617	51.13098	53.68752	56.37190	59.19050
4302	PUBLIC SAFETY	111,426.61	116,997.94	122,847.83	128,990.23	135,439.74
	DISPATCHER, SUPERVISING*	9,285.55	9,749.83	10,237.32	10,749.19	11,286.64
		2,142.82	2,249.96	2,362.46	2,480.58	2,604.61
		53.57048	56.24901	59.06146	62.01453	65.11526
4310	PURCHASING SPECIALIST,	94,387.29	99,064.42	103,975.41	109,131.95	114,546.31
	SUPERVISING	7,865.61	8,255.37	8,664.62	9,094.33	9,545.53
		1,815.14	1,905.09	1,999.53	2,098.69	2,202.81
		45.37850	47.62713	49.98818	52.46728	55.07034
4320	RECYCLING SPECIALIST	96,740.72	101,410.09	106,312.94	111,460.92	116,866.27
		8,061.73	8,450.84	8,859.41	9,288.41	9,738.86
		1,860.40	1,950.19	2,044.48	2,143.48	2,247.43
		46.50996	48.75485	51.11199	53.58698	56.18571
5081	TRAFFIC SIGNAL	83,755.52	87,943.30	92,340.47	96,957.49	101,805.37
	TECHNICIAN TRAINEE*	6,979.63	7,328.61	7,695.04	8,079.79	8,483.78
		1,610.68	1,691.22	1,775.78	1,864.57	1,957.80
		40.26708	42.28043	44.39446	46.61418	48.94489
5080	TRAFFIC SIGNAL	89,414.51	93,885.24	98,579.50	103,508.47	108,683.89
	TECHNICIAN*	7,451.21	7,823.77	8,214.96	8,625.71	9,056.99
		1,719.51	1,805.49	1,895.76	1,990.55	2,090.07
		42.98775	45.13713	47.39399	49.76369	52.25187
5082	TRAFFIC SIGNAL	97,711.38	102,596.95	107,726.80	113,113.14	118,768.80
	TECHNICIAN, SENIOR*	8,142.62	8,549.75	8,977.23	9,426.10	9,897.40
		1,879.07	1,973.02	2,071.67	2,175.25	2,284.02
		46.97663	49.32546	51.79173	54.38132	57.10038
4110	TRANSPORTATION	133,473.47	139,979.49	146,810.81	153,983.68	161,515.20
	ENGINEER, ASSOCIATE	11,122.79	11,664.96	12,234.23	12,831.97	13,459.60
		2,566.80	2,691.91	2,823.28	2,961.22	3,106.06
		64.16994	67.29783	70.58212	74.03062	77.65154
5150	WASTEWATER COLLECTIONS	66,588.13	69,917.54	73,413.42	77,084.09	80,938.29
	SYSTEMS TRAINEE*	5,549.01	5,826.46	6,117.79	6,423.67	6,744.86
		1,280.54	1,344.57	1,411.80	1,482.39	1,556.51
		32.01352	33.61420	35.29491	37.05966	38.91264
5151	WASTEWATER COLLECTIONS	76,576.35	80,405.17	84,425.43	88,646.70	93,079.03
	SYSTEMS WORKER I*	6,381.36	6,700.43	7,035.45	7,387.23	7,756.59
		1,472.62	1,546.25	1,623.57	1,704.74	1,789.98
		36.81555	38.65633	40.58915	42.61861	44.74953
5152	WASTEWATER COLLECTIONS	84,233.99	88,445.69	92,867.97	97,511.37	102,386.94
	SYSTEMS WORKER II*	7,019.50	7,370.47	7,739.00	8,125.95	8,532.25
		1,619.88	1,700.88	1,785.92	1,875.22	1,968.98
		40.49711	42.52197	44.64806	46.88047	49.22449

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/06/2025

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
5153	WASTEWATER COLLECTIONS SYSTEMS WORKER III*	92,657.38	97,290.25	102,154.76	107,262.50	112,625.63
		7,721.45	8,107.52	8,512.90	8,938.54	9,385.47
		1,781.87	1,870.97	1,964.51	2,062.74	2,165.88
		44.54682	46.77416	49.11287	51.56851	54.14694
5160	WATER DISTRIBUTION OPERATOR TRAINEE*	71,867.45	75,460.82	79,233.86	83,195.55	87,355.33
		5,988.95	6,288.40	6,602.82	6,932.96	7,279.61
		1,382.07	1,451.17	1,523.73	1,599.91	1,679.91
		34.55166	36.27924	38.09320	39.99786	41.99775
5161	WATER DISTRIBUTION OPERATOR I*	80,426.65	84,447.98	88,670.38	93,103.90	97,759.09
		6,702.22	7,037.33	7,389.20	7,758.66	8,146.59
		1,546.67	1,624.00	1,705.20	1,790.46	1,879.98
		38.66666	40.59999	42.62999	44.76149	46.99956
5162	WATER DISTRIBUTION OPERATOR II*	92,064.41	96,667.63	101,501.01	106,576.06	111,904.87
		7,672.03	8,055.64	8,458.42	8,881.34	9,325.41
		1,770.47	1,858.99	1,951.94	2,049.54	2,152.02
		44.26174	46.47482	48.79856	51.23849	53.80042
5163	WATER DISTRIBUTION OPERATOR III*	99,202.21	104,162.32	109,370.44	114,838.96	120,580.91
		8,266.85	8,680.19	9,114.20	9,569.91	10,048.41
		1,907.73	2,003.12	2,103.28	2,208.44	2,318.86
		47.69337	50.07804	52.58194	55.21104	57.97159
5164	WATER DISTRIBUTION SENIOR OPERATOR*	104,161.67	109,369.75	114,838.24	120,580.15	126,609.16
		8,680.14	9,114.15	9,569.85	10,048.35	10,550.76
		2,003.11	2,103.26	2,208.43	2,318.85	2,434.79
		50.07773	52.58161	55.21069	57.97123	60.86979
5165	WATER DISTRIBUTION SUPERVISING OPERATOR*	114,138.14	119,845.05	125,837.30	132,129.17	138,735.63
		9,511.51	9,987.09	10,486.44	11,010.76	11,561.30
		2,194.96	2,304.71	2,419.95	2,540.95	2,667.99
		54.87411	57.61781	60.49870	63.52364	66.69982
5170	WATER RESOURCES COORDINATOR	104,722.83	109,832.89	115,198.47	120,832.33	126,747.88
		8,726.90	9,152.74	9,599.87	10,069.36	10,562.32
		2,013.90	2,112.17	2,215.36	2,323.70	2,437.46
		50.34751	52.80427	55.38388	58.09247	60.93648
5171	WATER RESOURCES COORDINATOR - ELECTRICAL & INSTRUMENTATION	113,734.33	119,421.05	125,392.10	131,661.70	138,244.78
		9,477.86	9,951.75	10,449.34	10,971.81	11,520.40
		2,187.20	2,296.56	2,411.39	2,531.96	2,658.55
		54.67997	57.41397	60.28466	63.29889	66.46384
5172	WATER RESOURCES COORDINATOR - SOURCE CONTROL*	115,447.61	121,219.99	127,280.99	133,645.04	140,327.29
		9,620.63	10,101.67	10,606.75	11,137.09	11,693.94
		2,220.15	2,331.15	2,447.71	2,570.10	2,698.60
		55.50366	58.27884	61.19278	64.25242	67.46504
5173	WATER RESOURCES COORDINATOR - MAINTENANCE*	112,594.10	118,223.80	124,134.99	130,341.74	136,858.83
		9,382.84	9,851.98	10,344.58	10,861.81	11,404.90
		2,165.27	2,273.53	2,387.21	2,506.57	2,631.90
		54.13178	56.83837	59.68028	62.66430	65.79751

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/06/2025

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
5100	WR INSTRUMENT CONTROL TECHNICIAN	103,503.40	108,678.57	114,112.50	119,818.13	125,809.04
		8,625.28	9,056.55	9,509.38	9,984.84	10,484.09
		1,990.45	2,089.97	2,194.47	2,304.19	2,419.40
		49.76125	52.24931	54.86178	57.60487	60.48512
5110	WR LABORATORY TECHNICIAN*	96,802.84	101,642.98	106,725.13	112,061.39	117,664.46
		8,066.90	8,470.25	8,893.76	9,338.45	9,805.37
		1,861.59	1,954.67	2,052.41	2,155.03	2,262.78
		46.53983	48.86682	51.31016	53.87567	56.56945
5120	WR MECHANIC I*	95,143.69	99,900.87	104,895.91	110,140.71	115,647.75
		7,928.64	8,325.07	8,741.33	9,178.39	9,637.31
		1,829.69	1,921.17	2,017.23	2,118.09	2,224.00
		45.74216	48.02926	50.43073	52.95226	55.59988
5121	WR MECHANIC II*	107,232.48	112,594.10	118,223.80	124,134.99	130,341.74
		8,936.04	9,382.84	9,851.98	10,344.58	10,861.81
		2,062.16	2,165.27	2,273.53	2,387.21	2,506.57
		51.55408	54.13178	56.83837	59.68028	62.66430
5131	WR OPERATOR - GRADE I*	104,334.79	109,551.53	115,029.11	120,780.57	126,819.60
		8,694.57	9,129.29	9,585.76	10,065.05	10,568.30
		2,006.44	2,106.76	2,212.10	2,322.70	2,438.84
		50.16096	52.66900	55.30246	58.06758	60.97096
5132	WR OPERATOR - GRADE II*	109,551.53	115,029.11	120,780.57	126,819.60	133,160.58
		9,129.29	9,585.76	10,065.05	10,568.30	11,096.72
		2,106.76	2,212.10	2,322.70	2,438.84	2,560.78
		52.66900	55.30246	58.06758	60.97096	64.01951
5133	WR OPERATOR - GRADE III*	118,315.66	124,231.44	130,443.01	136,965.16	143,813.42
		9,859.64	10,352.62	10,870.25	11,413.76	11,984.45
		2,275.30	2,389.07	2,508.52	2,633.95	2,765.64
		56.88253	59.72665	62.71299	65.84863	69.14107
5130	WR OPERATOR - TRAINEE*	90,725.90	95,262.20	100,025.31	105,026.58	110,277.91
		7,560.49	7,938.52	8,335.44	8,752.22	9,189.83
		1,744.73	1,831.97	1,923.56	2,019.74	2,120.73
		43.61822	45.79913	48.08909	50.49355	53.01823
5134	WR SENIOR OPERATOR*	124,231.44	130,443.01	136,965.16	143,813.42	151,004.09
		10,352.62	10,870.25	11,413.76	11,984.45	12,583.67
		2,389.07	2,508.52	2,633.95	2,765.64	2,903.92
		59.72665	62.71299	65.84863	69.14107	72.59812
5141	WR SOURCE CONTROL INSPECTOR*	109,950.10	115,447.60	121,219.98	127,280.98	133,645.03
		9,162.51	9,620.63	10,101.67	10,606.75	11,137.09
		2,114.43	2,220.15	2,331.15	2,447.71	2,570.10
		52.86063	55.50365	58.27884	61.19278	64.25242
5140	WR SOURCE CONTROL TECHNICIAN	93,055.10	97,707.85	102,593.24	107,722.90	113,109.04
		7,754.59	8,142.32	8,549.44	8,976.91	9,425.75
		1,789.52	1,879.00	1,972.95	2,071.59	2,175.17
		44.73803	46.97493	49.32367	51.78986	54.37935

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
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CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
5135	WR SUPERVISING	137,721.92	144,608.02	151,838.42	159,430.34	167,401.86
	OPERATOR*	11,476.83	12,050.67	12,653.20	13,285.86	13,950.16
		2,648.50	2,780.92	2,919.97	3,065.97	3,219.27
		66.21246	69.52309	72.99924	76.64920	80.48166
4330	YOUTH SERVICES CASE	92,600.60	97,230.63	102,092.16	107,196.77	112,556.61
	COORDINATOR	7,716.72	8,102.55	8,507.68	8,933.06	9,379.72
		1,780.78	1,869.82	1,963.31	2,061.48	2,164.55
		44.51952	46.74550	49.08277	51.53691	54.11375

*Received Market/Internal equity Adjustments

CITY OF LIVERMORE
POLICE OFFICERS ASSOCIATION
EFFECTIVE 05/05/2025

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
3110	POLICE OFFICER	126,894.64	133,239.37	139,901.34	146,896.41	154,241.23
		10,574.55	11,103.28	11,658.45	12,241.37	12,853.44
		2440.28	2562.30	2690.41	2824.93	2966.18
		61.00704	64.05739	67.26026	70.62327	74.15444
3100	POLICE SERGEANT	157,895.87	165,790.66	174,080.19	182,784.20	191,923.41
		13,157.99	13,815.89	14,506.68	15,232.02	15,993.62
		3036.46	3188.28	3347.70	3515.08	3690.83
		75.91148	79.70705	83.69240	87.87702	92.27087
3120	POLICE TRAINEE (Non-Sworn)	44.44605	-	-	-	-

CITY OF LIVERMORE
MANAGEMENT SALARY SCHEDULE
$8,398 - $19,145/month
Effective July 14, 2025

Class Code	Classification	Monthly Salary Range		
		$15,314.56	-	$19,143.20
2030	Assistant Community Development Director			
2045	Assistant Public Works Director			
2060	City Engineer			
		$14,246.41	-	$17,808.01
2025	Assistant City Engineer			
2050	Building Official			
2090	Finance Manager			
2125	Maintenance and Golf Operations Manager			
2145	Planning Manager			
2220	Water Resources Division Manager			
		$13,652.80	-	$17,066.00
2005	Airport Manager			
2095	Housing & Human Services Manager			
2115	Information Technology Manager			
		$13,402.20	-	$16,752.75
2200	Senior Transportation Engineer			
		$12,860.47	-	$16,075.59
2140	Permit Center Manager			
		$12,834.62	-	$16,043.27
2190	Senior Civil Engineer			
		$12,681.30	-	$15,851.63
2040	Assistant Library Director			
2070	IT Operations Manager			
2165	Police Support Services Manager			
2170	Principal Planner			
		$12,311.95	-	$15,389.94
2055	City Clerk			
2100	Housing Programs Manager			
2105	Human Services Programs Manager			
2225	Water Resources Operations Manager*			
2231	Water Resources Technical Programs Manager P.E.			
2240	Youth and Family Services Manager - Clinical			
		$12,059.41	-	$15,074.26
2085	Economic Development Manager			
		$11,624.21	-	$14,530.26
2035	Assistant Finance Manager			
2120	Inspection & Neighborhood Preservation Manager			
2230	Water Resources Technical Programs Manager			

CITY OF LIVERMORE
MANAGEMENT SALARY SCHEDULE
$8,398 - $19,145/month
Effective July 14, 2025

Class Code	Classification	Monthly Salary Range		
		$11,381.38	-	$14,226.72
2215	Water Distribution Operations Manager			
		$11,049.87	-	$13,812.34
2000	Accounting Supervisor			
2110	Information Technology Coordinator			
2195	Management Analyst, Senior			
2150	Police Business Services Manager			
2175	Public Works Manager			
2210	Network Engineer			
		$10,932.58	-	$13,665.73
2065	Construction Inspection Manager			
		$10,882.69	-	$13,603.36
2155	Police Facility & Equipment Manager			
		$10,637.34	-	$13,296.68
2006	Assistant Airport Manager			
2180	Public Works Supervisor			
		$10,327.52	-	$12,909.40
2020	Assistant City Clerk			
2135	Management Analyst II			
2160	Police Media & Community Relations Analyst			
		$9,155.01	-	$11,443.76
2205	Library Manager**			
		$8,398.68	-	$10,498.35
2080	Deputy City Clerk			
2130	Management Analyst I			

*Internal Equity Adjustment effective 10/6/2025
**Retitled

EXHIBIT A

CITY OF LIVERMORE
MANAGEMENT CONFIDENTIAL SALARY SCHEDULE
$8,398 - $20,640/month
Effective July 14, 2025

Class Code	Classification	Monthly Salary Range		
2405	Assistant Administrative Services Director (Conf)	$15,314.56	-	$19,143.20
2440	Assistant City Attorney, Senior (Confidential)	$16,511.22	-	$20,639.03
2442	Assistant City Attorney (Confidential)	$15,314.56	-	$19,143.20
2400	Assistant to the City Manager (Confidential)	$13,543.31	-	$16,929.14
2444	Deputy City Attorney (Confidential)	$10,882.69	-	$13,603.36
2420	Human Resources Manager (Confidential)	$14,246.41	-	$17,808.01
2450	Human Resources Analyst, Senior (Conf)	$11,049.87	-	$13,812.34
2411	Human Resources Analyst II (Confidential)	$10,327.52	-	$12,909.40
2410	Human Resources Analyst I (Confidential)	$8,398.68	-	$10,498.35
2460	Management Analyst, Senior (Confidential)	$11,049.87	-	$13,812.34
2431	Management Analyst II (Confidential)	$10,327.52	-	$12,909.40
2430	Management Analyst I (Confidential)	$8,398.68	-	$10,498.35
2465	Risk Manager (Confidential)	$12,473.31	-	$15,591.64

CITY OF LIVERMORE
CONFIDENTIAL SALARY SCHEDULE
$5,560 - $11,590/month
Effective July 14, 2025

Class Code	Classifications	Monthly Salary Range		
2600	Administrative Receptionist	$5,562.90	-	$6,953.62
2610	Administrative Specialist I	$6,438.89	-	$8,048.61
2611	Administrative Specialist II	$7,241.68	-	$9,052.10
2620	Executive Assistant	$9,270.46	-	$11,588.07
2630	Human Resources Clerk I	$6,438.89	-	$8,048.61
2631	Human Resources Clerk II	$7,083.50	-	$8,854.37
2640	Human Resources Technician	$7,772.46	-	$9,715.57
2650	Law Office Supervisor	$9,270.46	-	$11,588.07
2660	Legal Assistant	$7,698.58	-	$9,623.23

CITY OF LIVERMORE
POLICE MANAGEMENT SALARY SCHEDULE
$16,350 - $25,350/month
Effective July 14, 2025

Class Code	Classification	Salary Range		
3000	Police Captain	$20,276.58	-	$25,345.73
3010	Police Lieutenant	$16,350.16	-	$20,437.70

EXHIBIT A

CITY OF LIVERMORE
EXECUTIVE MANAGEMENT SALARY SCHEDULE
$16,846 - $26,052/month
Effective November 18, 2024

Class Code	Classification	Monthly Salary Range		
1215	Administrative Services Director	$16,846.32	-	$21,057.90
1200	Assistant City Manager	$18,172.50	-	$22,715.62
1220	Community Development Director	$16,846.32	-	$21,057.90
1205	Deputy City Manager	$14,447.69	-	$18,059.62
1210	Deputy City Manager/City Clerk	$14,447.69	-	$18,059.62
1225	Innovation & Economic Development Dir	$16,846.32	-	$21,057.90
1230	Library Services Director	$16,846.32	-	$21,057.90
1235	Police Chief*	$22,925.22	-	$28,656.53
1240	Public Works Director	$16,846.32	-	$21,057.90

*10% Salary Adjustment effective 07/14/2025

CITY OF LIVERMORE
APPOINTED MANAGEMENT

Class Code	Classification	Annual Salary	Effective
1000	City Manager	$370,656	11/18/2024
1100	City Attorney	$315,269	11/18/2024

CITY OF LIVERMORE
UNCLASSIFIED AND HOURLY SALARY SCHEDULE

Class Code	Classification	Hourly Salary Range	Effective Date
8200	Department Assistant	$16.50 - $30.00	12/30/24
8205	Field/Maintenance Aide	$16.50 - $30.00	12/30/24
8210	Law Clerk	$16.50 - $26.00	12/30/24
8230	Temporary Librarian	$22.00 - $32.00	01/01/24
8235	Temporary Library Assistant	$20.00 - $30.00	01/01/24
8240	Temporary Library Clerk	$18.00 - $28.00	01/01/24
8215	Library Aide	$16.50 - $20.00	12/30/24
8220	Police Cadet	$16.50 - $26.00	12/30/24
8225	Special Projects Coordinator	$20.00 - $100.00	12/20/21

CITY OF LIVERMORE
RETIRED ANNUITANTS

Class Code	Classification	Hourly Salary Range	Effective Date
8500	Retired Annuitant - Assistant City Engineer	$82.19 - $102.73	07/28/25
8505	Retired Annuitant - Senior Civil Engineer	$74.05 - $92.55	07/28/25
8510	Retired Annuitant - Associate Civil Engineer	$64.16 - $77.65	10/06/25
8515	Retired Annuitant - Planning Manager	$82.19 - $102.73	07/28/25
8525	Retired Annuitant - Senior Planner	$62.91 - $76.12	10/06/25
8520	Retired Annuitant - Associate Planner	$59.99 - $72.58	10/06/25
8530	Retired Annuitant - Police Officer	$61.01 - $74.15	07/28/25
8535	Retired Annuitant - Public Safety Dispatcher	$46.44 - $56.45	10/06/25
8540	Retired Annuitant - Senior Management Analyst	$63.75 - $79.68	07/28/25
8545	Retired Annuitant - Senior Human Resources Analyst	$63.75 - $79.68	07/28/25
8550	Retired Annuitant - Public Works Supervisor	$61.37 - $76.71	07/28/25
8555	Retired Annuitant - Management Analyst II	$59.58 - $74.47	07/28/25
8560	Retired Annuitant - Administrative Clerk I	$31.89 - $38.41	10/06/25
8565	Retired Annuitant - Library Clerk	$31.89 - $38.41	10/06/25

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.16**

DATE: October 13, 2025

TO: Honorable Mayor and City Council

FROM: Aaron Lacey, Interim Fire Chief

SUBJECT: Resolution accepting the Federal Emergency Management Agency (FEMA) 2024 Assistance to Firefighters Grant (AFG), appropriating $519,207, and entering into an agreement with FEMA to use the funds for three Emergency Medical Technicians (EMTs) to advance to the rank of Firefighter Paramedics

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution:

1. Authorizing the City Manager, on behalf of and for the Livermore-Pleasanton Fire Department JPA (LPFD) in her capacity as a Joint Executive Director for LPFD, to execute any agreements and accept a $472,006 grant from FEMA; and
2. Authorizing appropriation of $519,207 including the $472,006 FEMA grant and $47,201 for the required match in LPFD's FY 2025-26 Operating Fund budget for the purpose of advancing EMTs to Firefighter Paramedics.

DECISION TYPE

Administrative

SUMMARY

The LPFD is seeking authorization from the City Council to accept grant funds from the Federal Emergency Management Agency (FEMA). FEMA has awarded LPFD $472,006 to provide funding for EMTs to advance to the rank of Firefighter Paramedics. The required funding match of $47,201 will be shared equally between the cities of Livermore and Pleasanton as JPA partners.

DISCUSSION

The Livermore-Pleasanton Fire Department was officially formed in 1996, to meet the needs of two neighboring communities. Since that time, demand for service has drastically increased with the influx of population and traffic on our roadways. In 2024, the department responded to 11,184 Emergency Medical Service (EMS) incidents that required paramedic intervention. EMS calls make up 65% of

LPFD's total annual calls.

As the competition for paramedic-level fire service professionals has increased, it has become increasingly difficult to hire and retain paramedic-level firefighters compared to non-paramedic firefighters. One identified solution to help mitigate the dwindling pool of candidates is to train existing firefighters to become paramedics. Doing so is costly in both time and funding. Recognizing that the project is likely cost prohibitive without grant funding, the Department applied for the FEMA funded grant in December 2024. This grant will cover tuition fees, supplies, and associated personnel costs of developing three of our emergency medical technician firefighters to the paramedic level. On September 24, 2025, the department was notified that the grant was awarded in the amount of $472,006, with a matching requirement of $47,201. These funds must be used by the end of the grant term on September 29, 2027, with no financial obligation to continue the program after the performance period.

FISCAL AND ADMINISTRATIVE IMPACTS

The fiscal impact of accepting this grant is an increase of $472,006 in revenues, and increase of $519,207 in expenditures, and an increased combined contribution from Livermore and Pleasanton of $47,201 in the LPFD JPA Operating Fund (Fund 900). Staff recommend that the City Council appropriate an additional $472,006 in grant revenue and $519,207 in expenditures in the Fiscal Year 2025-26 LPFD JPA Operating budget. The terms of this grant require the LPFD to submit regular reporting to receive reimbursement of grant-related expenditures.

COMMUNITY PILLAR

1: A Safe Community that Thrives

GOAL CATEGORY

Goal 5: Ensure effective fire suppression, prevention, emergency medical and disaster services to meet the evolving needs of our communities and other changing conditions.

GUIDING DOCUMENT

LPFD Strategic Plan

ATTACHMENTS

1. Grant Award Letter
2. Resolution

Prepared by: Gina Eleccion
Business Manager

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 09/23/2025

Gina Eleccion
LIVERMORE PLEASANTON FIRE DEPARTMENT
3560 NEVADA ST
PLEASANTON, CA 94566

EMW-2024-FG-02986

Dear Gina Eleccion,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2024 Assistance to Firefighters Grant (FG) Grant funding opportunity has been approved in the amount of $472,006.36 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or $47,200.64 for a total approved budget of $519,207.00. Please see the FY 2024 FG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2024 FG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

Stacey Street
Deputy Assistant Administrator
Grants Program Directorate

Summary Award Memo

Program: Fiscal Year 2024 Assistance to Firefighters Grant
Recipient: LIVERMORE PLEASANTON FIRE DEPARTMENT
UEI-EFT: KJN1GEH83KF3
Award number: EMW-2024-FG-02986

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2024 Assistance to Firefighters Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	$449,757.00
Fringe benefits	$0.00
Travel	$0.00
Equipment	$0.00
Supplies	$0.00
Contractual	$69,450.00
Construction	$0.00
Other	$0.00
Indirect charges	$0.00
Federal	$472,006.36
Non-federal	$47,200.64
Total	$519,207.00
Program Income	$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2024 FG NOFO.

Approved request details:

Training

Paramedic

DESCRIPTION

Overtime - $107,341 Backfill - $42,578

QUANTITY	UNIT PRICE	TOTAL
3	$149,919.00	$449,757.00

BUDGET CLASS

Personnel

Paramedic

DESCRIPTION

Tuition for the Paramedic Training Program (includes books, fees, certifications, exams, uniforms, supplies, background check) - $16,615 CAESMA Initial License Application and National Registry Testing - $535 Field Internship Fee - $6,000

QUANTITY	UNIT PRICE	TOTAL
3	$23,150.00	$69,450.00

BUDGET CLASS

Contractual

Agreement Articles

Program: Fiscal Year 2024 Assistance to Firefighters Grant
Recipient: LIVERMORE PLEASANTON FIRE DEPARTMENT
UEI-EFT: KJN1GEH83KF3
Award number: EMW-2024-FG-02986

Table of contents

Article 1	Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications
Article 2	General Acknowledgements and Assurances
Article 3	Acknowledgement of Federal Funding from DHS
Article 4	Activities Conducted Abroad
Article 5	Age Discrimination Act of 1975
Article 6	Americans with Disabilities Act of 1990
Article 7	Best Practices for Collection and Use of Personally Identifiable Information
Article 8	CHIPS and Science Act of 2022, Public Law 117-167 CHIPS
Article 9	Civil Rights Act of 1964 – Title VI
Article 10	Civil Rights Act of 1968
Article 11	Communication and Cooperation with the Department of Homeland Security and Immigration Officials
Article 12	Copyright
Article 13	Debarment and Suspension
Article 14	Drug-Free Workplace Regulations
Article 15	Duplicative Costs
Article 16	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
Article 17	Energy Policy and Conservation Act
Article 18	Equal Treatment of Faith-Based Organizations
Article 19	Anti-Discrimination
Article 20	False Claims Act and Program Fraud Civil Remedies
Article 21	Federal Debt Status
Article 22	Federal Leadership on Reducing Text Messaging while Driving
Article 23	Fly America Act of 1974
Article 24	Hotel and Motel Fire Safety Act of 1990
Article 25	John S. McCain National Defense Authorization Act of Fiscal Year 2019

Article 26 Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Article 27 Lobbying Prohibitions
Article 28 National Environmental Policy Act
Article 29 National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254
Article 30 Non-Supplanting Requirement
Article 31 Notice of Funding Opportunity Requirements
Article 32 Patents and Intellectual Property Rights
Article 33 Presidential Executive Orders
Article 34 Procurement of Recovered Materials
Article 35 Rehabilitation Act of 1973
Article 36 Reporting Recipient Integrity and Performance Matters
Article 37 Reporting Subawards and Executive Compensation
Article 38 Required Use of American Iron, Steel, Manufactured Products, and Construction Materials
Article 39 SAFECOM
Article 40 Subrecipient Monitoring and Management
Article 41 System for Award Management and Unique Entity Identifier Requirements
Article 42 Termination of a Federal Award
Article 43 Terrorist Financing
Article 44 Trafficking Victims Protection Act of 2000(TVPA)
Article 45 Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56
Article 46 Use of DHS Seal, Logo and Flags
Article 47 Whistleblower Protection Act
Article 48 Environmental Planning and Historic Preservation (EHP) Review
Article 49 Applicability of DHS Standard Terms and Conditions to Tribal Nations
Article 50 Acceptance of Post Award Changes

Article 51	Disposition of Equipment Acquired Under the Federal Award
Article 52	Prior Approval for Modification of Approved Budget
Article 53	Indirect Cost Rate
Article 54	Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification
Article 55	Award Performance Goals
Article 56	Non-Applicability of Specific Agreement Articles
Article 57	Payment Information (Updated)
Article 58	Termination of the Federal Award (Updated)
Article 59	Non-Applicability of Specific Agreement Articles

Article 1	**Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications** I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.
Article 2	**General Acknowledgements and Assurances** Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference. V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance.
Article 3	**Acknowledgement of Federal Funding from DHS** Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.
Article 4	**Activities Conducted Abroad** Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

Article 5	**Age Discrimination Act of 1975** Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	**Americans with Disabilities Act of 1990** Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	**Best Practices for Collection and Use of Personally Identifiable Information** (1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. (2) Definition. DHS defines “PII” as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8	**CHIPS and Science Act of 2022, Public Law 117-167 CHIPS** (1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution. (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number, (b) Name of PI or Co-PI being reported, (c) Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act. (3) Definitions. (a) An “authorized organizational representative (AOR)” is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) “Principal investigators and co-principal investigators” are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A “reported individual” refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations. (d) “Sex based harassment” means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual’s employment, unreasonably interferes with an individual’s work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

Article 9	**Civil Rights Act of 1964 – Title VI** Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.
Article 10	**Civil Rights Act of 1968** Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection. therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 11	**Communication and Cooperation with the Department of Homeland Security and Immigration Officials** (1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity; (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes; (c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance; (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation. (2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award. (3) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.
Article 12	**Copyright** Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Article 13	**Debarment and Suspension** Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 14	**Drug-Free Workplace Regulations** Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 15	**Duplicative Costs** Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.
Article 16	**Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX** Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.
Article 17	**Energy Policy and Conservation Act** Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 18	**Equal Treatment of Faith-Based Organizations** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
Article 19	**Anti-Discrimination** Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4). (1) Definitions. As used in this clause – (a) DEI means "diversity, equity, and inclusion." (b) DEIA means "diversity, equity, inclusion, and accessibility." (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.(2) Grant award certification. (a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott. (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration. (3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.
Article 20	**False Claims Act and Program Fraud Civil Remedies** Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article 21	**Federal Debt Status** All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.
Article 22	**Federal Leadership on Reducing Text Messaging while Driving** Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.
Article 23	**Fly America Act of 1974** Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list)for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 24	**Hotel and Motel Fire Safety Act of 1990** Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.
Article 25	**John S. McCain National Defense Authorization Act of Fiscal Year 2019** Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article 26	**Limited English Proficiency (Civil Rights Act of 1964, Title VI)** Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizationsprovide-meaningful-access-people-limited and additional resources on http://www.lep.gov.
Article 27	**Lobbying Prohibitions** Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).
Article 28	**National Environmental Policy Act** Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
Article 29	**National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254** (1) Recipient research institutions (“covered institutions”) must comply with the requirements in NSPM-33 and provisions of Pub. L.117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate. (2) Definition. “Covered institutions” means recipient research institutions receiving federal Research and Development (R&D) science and engineering support “in excess of $50 million per year.”

Article 30	**Non-Supplanting Requirement** Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.
Article 31	**Notice of Funding Opportunity Requirements** All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
Article 32	**Patents and Intellectual Property Rights** Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.
Article 33	**Presidential Executive Orders** Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.
Article 34	**Procurement of Recovered Materials** States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 35	**Rehabilitation Act of 1973** Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 36	**Reporting Recipient Integrity and Performance Matters** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters is in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.
Article 37	**Reporting Subawards and Executive Compensation** For federal awards that total or exceed $30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 38 **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. (3) Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (i) applying the domestic content procurement preference would be inconsistent with the public interest; (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. (4) Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 39	**SAFECOM** Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.
Article 40	**Subrecipient Monitoring and Management** Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.
Article 41	**System for Award Management and Unique Entity Identifier Requirements** Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.
Article 42	**Termination of a Federal Award** (1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons: (a) If the recipient fails to comply with the terms and conditions of the federal award; (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities. (3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety. (4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination. (5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344200.345 after an award is terminated.
Article 43	**Terrorist Financing** Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

Article 44	**Trafficking Victims Protection Act of 2000(TVPA)** Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.
Article 45	**Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56** Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.
Article 46	**Use of DHS Seal, Logo and Flags** Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
Article 47	**Whistleblower Protection Act** Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.

Article 48 **Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

Article 49 **Applicability of DHS Standard Terms and Conditions to Tribal Nations**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.

Article 50	**Acceptance of Post Award Changes** In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.
Article 51	**Disposition of Equipment Acquired Under the Federal Award** When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).
Article 52	**Prior Approval for Modification of Approved Budget** Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.
Article 53	**Indirect Cost Rate** 2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 54	**Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification** In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.
Article 55	**Award Performance Goals** FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.
Article 56	**Non-Applicability of Specific Agreement Articles** Notwithstanding their inclusion in this award package, the following Agreement Articles do not apply to this grant award: 1. Communication and Cooperation with the Department of Homeland Security and Immigration Officials. 2. Paragraph (2)(a)(iii) of Anti-Discrimination.

Article 57 **Payment Information (Updated)**

Recipients will submit payment requests in FEMA GO for FY25 awards under this program.

Instructions to Grant Recipients Pursuing Payments

FEMA reviews all grant payments and obligations to ensure allowability in accordance with 2 C.F.R. § 200.305. These measures ensure funds are disbursed appropriately while continuing to support and prioritize communities who rely on FEMA for assistance. Once a recipient submits a payment request in FEMA GO, FEMA will review the request. If FEMA approves a payment, it will process the payment through FEMA GO and the payment will be delivered pursuant to the recipients SAM.gov financial information. If FEMA disapproves a payment, FEMA will inform the recipient.

Processing and Payment Timeline

FEMA must comply with regulations governing payments to grant recipients. See 2 C.F.R. § 200.305. For grant recipients other than States, 2 C.F.R. § 200.305(b)(3) stipulates that FEMA is to make payments on a reimbursement basis within 30 days after receipt of the payment request, unless FEMA reasonably believes the request to be improper. For state recipients, 2 C.F.R. § 200.305(a) instructs that federal grant payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements ("Treasury-State agreement") and default procedures codified at 31 C.F.R. part 205 and Treasury Financial Manual (TFM) 4A-2000, "Overall Disbursing Rules for All Federal Agencies." See 2 C.F.R. § 200.305(a).

Treasury-State agreements generally apply to "major federal assistance programs" that are governed by 31 C.F.R. part 205, subpart A and are identified in the Treasury-State agreement. 31 C.F.R. §§ 205.2, 205.6. Where a federal assistance (grant) program is not governed by subpart A, payment and funds transfers from FEMA to the state are subject to 31 C.F.R. part 205, subpart B. Subpart B requires FEMA to "limit a funds transfer to a state to the minimum amounts needed by the state and must time the disbursement to be in accord with the actual, immediate cash requirements of the state in carrying out a federal assistance program or project. The timing and amount of funds transfers must be as close as is administratively feasible to a state's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs." 31 C.F.R. § 205.33(a). Nearly all FEMA grants are not "major federal assistance programs." As a result, payments to states for those grants are subject to the "default" rules of 31 C.F.R. part 205, subpart B.

If additional information is needed, a request for information will be issued by FEMA to the recipient; recipients are strongly encouraged to respond to any additional FEMA request for information inquiries within three business days. If an adequate response is not received, the request may be denied, and the entity may need to submit a new reimbursement request; this will re-start the 30-day timeline.

Submission Process

All non-disaster grant program reimbursement requests must be reviewed and approved by FEMA prior to drawdowns.

For all non-disaster reimbursement requests (regardless of system), please ensure submittal of the following information:

1. Grant ID / Award Number

2. Total amount requested for drawdown

3. Purpose of drawdown and timeframe covered (must be within the award performance period)

4. Subrecipient Funding Details (if applicable).

• Is funding provided directly or indirectly to a subrecipient?

• If no, include statement "This grant funding is not being directed to a subrecipient."

• If yes, provide the following details:

• The name, mission statement, and purpose of each subrecipient receiving funds, along with the amount allocated and the specific role or activity being reimbursed.

• Whether the subrecipient’s work or mission involves supporting aliens, regardless of whether FEMA funds support such activities.

• Whether the payment request includes an activity involving support to aliens?

• Whether the subrecipient has any diversity, equity, and inclusion practices.

5. Supporting documentation to demonstrate that expenses are allowable, allocable, reasonable, and necessary under 2 C.F.R. Part 200 and in compliance with the grant’s NOFO, award terms, and applicable federal regulations.

Article 58 **Termination of the Federal Award (Updated)**

1. Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 sets forth a term and condition entitled “Termination of a Federal Award.” The termination provision condition listed below applies to the grant award and the term and condition in Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 does not.

2. Termination of the Federal Award by FEMA

FEMA may terminate the federal award in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

a. If the recipient or subrecipient fails to comply with the terms and conditions of the federal award.

b. With the consent of the recipient, in which case FEMA and the recipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.

c. If the federal award no longer effectuates the program goals or agency priorities. Under this provision, FEMA may terminate the award for these purposes if any of the following reasons apply:

i. If DHS/FEMA, in its sole discretion, determines that a specific award objective is ineffective at achieving program goals as described in this NOFO;

ii. If DHS/FEMA, in its sole discretion, determines that an objective of the award as described in this NOFO will be ineffective at achieving program goals or agency priorities;

iii. If DHS/FEMA, in its sole discretion, determines that the design of the grant program is flawed relative to program goals or agency priorities;

iv. If DHS/FEMA, in its sole discretion, determines that the grant program is not aligned to either the DHS Strategic Plan, the FEMA Strategic Plan, or successor policies or documents;

v. If DHS/FEMA, in its sole discretion, changes or re-evaluates the goals or priorities of the grant program and determines that the award will be ineffective at achieving the updated program goals or agency priorities; or

vi. For other reasons based on program goals or agency priorities described in the termination notice provided to the recipient pursuant to 2 C.F.R. § 200.341.

vii. If the awardee falls out of compliance with the Agency’s statutory or regulatory authority, award terms and conditions, or other applicable laws.

3. Termination of a Subaward by the Pass-Through Entity

The pass-through entity may terminate a subaward in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

a. If the subrecipient fails to comply with the terms and conditions of the federal award.

b. With the consent of the subrecipient, in which case the pass-through entity and the subrecipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.

c. If the pass-through entity's award has been terminated, the pass-through recipient will terminate its subawards.

4. Termination by the Recipient or Subrecipient

The recipient or subrecipient may terminate the federal award in whole or in part for the following reasons identified in 2 C.F.R. § 200.340: Upon sending FEMA or the pass-through entity a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if FEMA or the pass-through entity determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, FEMA or the pass-through entity may terminate the federal award in its entirety.

5. Impacts of Termination

a. When FEMA terminates the federal award prior to the end of the period of performance due to the recipient's material failure to comply with the terms and conditions of the federal award, FEMA will report the termination in SAM.gov in the manner described at 2 C.F.R. § 200.340(c).

b. When the federal award is terminated in part or its entirety, FEMA or the pass-through entity and the recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. §§ 200.344 and 200.345.

6. Notification Requirements

FEMA or the pass-through entity must provide written notice of the termination in a manner consistent with 2 C.F.R. § 200.341. The federal award will be terminated on the date of the notification unless stated otherwise in the notification.

7. Opportunities to Object and Appeals

Where applicable, when FEMA terminates the federal award, the written notification of termination will provide the opportunity, and describe the process, to object and provide information challenging the action, pursuant to 2 C.F.R. § 200.342.

8. Effects of Suspension and Termination

	The allowability of costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient during a suspension or after the termination of a federal award are subject to 2 C.F.R. § 200.343.
Article 59	**Non-Applicability of Specific Agreement Articles** Notwithstanding their inclusion in this award package, the following Agreement Article does not apply to this grant award: Termination of a Federal Award The intent of this provision is to clarify that Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this award. Instead, the Agreement Article titled “Termination of the Federal Award”, or “Termination of the Federal Award (Updated)” applies to this grant award.

Obligating document

1. Agreement No.	2. Amendment No.	3. Recipient No.	4. Type of Action	5. Control No.
EMW-2024-FG-02986	N/A	946000359	AWARD	WX02143N2025T

6. Recipient Name and Address	7. Issuing FEMA Office and Address	8. Payment Office and Address
LIVERMORE PLEASANTON FIRE DEPARTMENT 3560 NEVADA ST PLEASANTON, CA 94566	Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646	FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742

9. Name of Recipient Project Officer	9a. Phone No.	10. Name of FEMA Project Coordinator	10a. Phone No.
Gina Eleccion	9259187597	Assistance to Firefighters Grant Program	1-866-274-0960

11. Effective Date of This Action	12. Method of Payment	13. Assistance Arrangement	14. Performance Period
09/23/2025	OTHER - FEMA GO	COST SHARING	09/30/2025 to 09/29/2027 **Budget Period** 09/30/2025 to 09/29/2027

15. Description of Action a. (Indicate funding data for awards or financial changes)

Program Name Abbreviation	Assistance Listing No.	Accounting Data (ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
FG	97.044	2025-FF-GB01 - P410-xxxx-4101-D	$0.00	$472,006.36	$472,006.36	$47,200.64
		Totals	$0.00	$472,006.36	$472,006.36	$47,200.64

b. To describe changes other than funding data or financial changes, attach schedule and check here:
N/A

~~16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)~~
This field is not applicable for digitally signed grant agreements

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title) Stacey Street, Deputy Assistant Administrator Grants Program Directorate	DATE 09/23/2025

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ACCEPTING THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) 2024 ASSISTANCE TO FIREFIGHTERS GRANT (AFG) IN THE AMOUNT OF $472,006 AND APPROPRIATING $519,207 IN THE LIVERMORE-PLEASANTON FIRE DEPARTMENT JOINT POWERS AUTHORITY (LPFD JPA) OPERATING BUDGET FOR FISCAL YEAR 2025-26

The community demand for Advanced Life Support (ALS) levels of service provided by paramedics has significantly increased; and

The FEMA 2024 Assistance to Firefighters Grant provides funding to enhance the skills of the LPFD's workforce and provides an opportunity to meet the growing demand for ALS services within the community; and

The Federal Emergency Management Agency (FEMA) has awarded LPFD the 2024 Assistance to Firefighters Grant (AFG) for a $519,207 project to provide training for emergency medical technicians (EMTs); and

This grant has been approved by FEMA for $472,006 in Federal funding. As a condition of this grant, LPFD is required to contribute non-Federal funds equal to 10% of the Federal funds awarded, or $47,201, for a total project cost of $519,207; and

The 10% match of Federal funds, or $47,201, will be shared equally between the cities of Livermore and Pleasanton, as LPFD JPA partners.

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

1. Authorizes LPFD to accept the grant funds from Federal Emergency Management Agency (FEMA) in the amount of $472,006.

2. Authorizes the City Manager, on behalf of LPFD in her capacity as a Joint Executive Director for LPFD, and the Administrative Services Director, on behalf of LPFD in her capacity as the Treasurer for LPFD, to execute a grant agreement between LPFD and FEMA.

3. Authorizes the appropriation of $472,006 in grant revenues and $519,207 in grant expenditures in the LPFD JPA Operating Budget for Fiscal Year 2025-26 to train existing EMTs to become firefighter paramedics.

4. Authorizes the City Manager, both in her capacity as the City Manager of the City of Livermore and as a Joint Executive Director for LPFD, 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 grant agreement.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 13, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah Elam
City Clerk

APPROVED AS TO FORM:

/s/ Daniel R. Gonzales
Daniel R. Gonzales
Deputy City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 7.1**

DATE: October 13, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Adoption of an ordinance amending and revising the Building Code, Property Maintenance Code, Fire Code, Electrical Code, Mechanical Code, Plumbing Code, Residential Code, Swimming Pool and Spa Code, Wildland Urban Interface Code, and the Green Building Standards Codes in the City's Municipal Code, to adopt by reference and amend the 2025 California Building Standards Code and the codes set forth therein. No amendments are proposed to the California Residential Code or other codes currently governing residential structures. All provisions related to residential construction remain substantially similar to current regulations, with only editorial revisions that do not affect regulatory requirements.

RECOMMENDED ACTION

Staff recommends the City Council **adopt an ordinance**, with an effective date of January 1, 2026:

1. Revising and amending Chapter 15.02 (Building Code), 15.04 (Property Maintenance Code), 15.06 (Fire Code), 15.08 (Electrical Code), 15.10 (Mechanical Code), 15.12 (Plumbing Code), 15.14 (Residential Code), 15.26 (Green Building Standards Code), 15.92 (Swimming Pool and Spa Code), and 15.94 (Wildland Urban Interface Code) in The Livermore Municipal Code.
2. Adopting new Chapters 15.02 (Building Code), 15.06 (Fire Code), 15.08 (Electrical Code), 15.10 (Mechanical Code), 15.14 (Residential Code), 15.26 (Green Building Standards Code), and 15.94 (Wildland Urban Interface Code) of the Livermore Municipal Code by adopting and amending the 2025 Editions of the California Building, Fire, Electrical, Mechanical, Plumbing, Residential, Wildland Urban Interface, and Green Building Standards Codes.
3. Adopting new Chapter 15.04 (Property Maintenance Code) and 15.92 (Swimming Pool and Spa Code), of the Livermore Municipal Code by adopting and amending the 2024 edition of the International Property Maintenance Code and the 2024 edition of the International Swimming Pool and Spa Code.
4. Find that all codes adopted herein related to residential structures are “substantially similar” to the one currently in place and the Residential Code will not be amended before June 2031 in compliance with AB 130 and AB 306.

DECISION TYPE

Legislative

SUMMARY

This item represents the second reading of Consent Calendar Item 6.4, which was first introduced at the September 8 Council meeting. The information presented is identical to the original item.

State law mandates all local jurisdictions enforce the California State Building Standards (Title 24 of the California Code of Regulations) in the construction and maintenance of all buildings and structures. These standards include provisions of the nationally recognized model Building, Fire, Electrical, Mechanical and Plumbing Codes. These standards are updated on a triennial basis. The City currently enforces the 2022 California Building Standards Code. The State recently published the 2025 version of the Codes; per State law, local jurisdictions must enforce these codes with an effective date of January 1, 2026. Local amendments are permitted if they are no less restrictive than the State Code and are determined to be reasonably necessary in order to meet local climatic, geological, topographical, and environmental conditions.

This proposed ordinance amends and revises the old codes and amends and adopts the new 2025 California Building Standards Code. In addition, staff has identified a few minor administrative amendments within the Building, Fire, Electrical, and Residential codes that help to clarify the intent of pertinent code sections. These minor amendments are consistent with amendments made in previous code adoptions. Exhibit K highlights notable amendments to the code.

The recent passage of Assembly Bills AB 130 and AB 306 have placed a moratorium on local amendments to the Residential Code until 2031. This code adoption does not include any new local amendments to the Residential Code or Green Building Standards Code; it is “substantially similar” to the one in place.

DISCUSSION

Under State law, various State agencies have statutory authority to develop building standards, also known as building codes. These standards are updated every three years and are adopted into Title 24 of the California Code of Regulations through the California Building Standards Commission. The California Building Standards are based primarily on model codes developed by national code development organizations known as the International Code Council (Building, Fire, Residential, Swimming Pool and Spa, Wildland Urban Interface, and Property Maintenance Codes), the National Fire Protection Association (Electrical Code), and the International Association of Plumbing and Mechanical Officials (Plumbing and Mechanical Codes). The one exception to this is the Green Building Standards Code, which is developed in its entirety by the State.

As with the State Building standards, the model codes are also updated every three years. Both the model codes and state standards are developed with extensive local government input. Livermore participates in these efforts by providing testimony on behalf of the city, region and state during national model code hearings. The City also represents local government through participation on statewide seismic design, disabled access, and code advisory committees.

Livermore is a founding member city of the Tri-Chapter Uniform Code Adoption committee, a committee

comprised of Bay Area cities, whose goal is to promote regional consistency in the local amendment process. These efforts have helped to maintain regional consistency, promoting user-friendly and easily understood construction codes throughout the Bay Area.

In addition, local jurisdictions can adopt code amendments that establish requirements above the minimum State building code requirements. These amendments are called “reach codes” and must be filed with and approved by the California Building Standards Commission (CBSC). A jurisdiction can adopt a reach code at any time; however, the most streamlined approach is to adopt the reach code concurrently with the new state building code.

Livermore’s Draft Climate Action Plan (CAP) calls for the City to adopt reach codes for all-electric buildings and electric vehicle charging in new construction. Conversations with the community during outreach for the CAP revealed overall support for these requirements in new construction. The community expressed concern about applying these requirements to additions or renovations in existing buildings due to costly upgrades that may be required, particularly in older homes with limited electrical capacity. Requiring new construction to be all-electric and to install electrical infrastructure for EV charging upfront is a more cost-effective approach.

Although the recent passage of AB 130 and AB 306 has limited the adoption of new local code amendments, the City of Livermore maintains a robust Reach Code that amended the 2022 Green Building Standards Code. This local Reach Code can remain in effect if it is unchanged from the 2022 update. The City's Reach Code established requirements for all-electric buildings in new construction and enhanced electric vehicle (EV) charging infrastructure, with limited, practical exceptions. These provisions are designed to maximize public health and environmental benefits by promoting all-electric buildings, which improve both indoor and outdoor air quality and reduce greenhouse gas emissions, particularly when powered by carbon-free and renewable energy sources. In addition, the Reach Code positions Livermore to meet the anticipated growth in electric vehicle usage by ensuring adequate charging infrastructure in new development. The Reach Code requirements do not apply to renovations or additions to existing buildings.

Exhibit K highlights the Reach Code provisions, which remain unchanged from 2022, as well as other notable amendments to the code in the areas of Building, Plumbing and Fire.

FISCAL AND ADMINISTRATIVE IMPACTS

The cost of new codebooks and the training of staff are incorporated into the related plan review and permit fee structure.

COMMUNITY PILLAR

1: A Safe Community that Thrives

GOAL

14: Update Development Standards, Codes, and Ordinances

ATTACHMENTS

1. Ordinance
2. Exhibit A - Chapter 15.02, Building Code
3. Exhibit B - Chapter 15.04, Property Maintenance Code
4. Exhibit C - Chapter 15.06, Fire Code
5. Exhibit D - Chapter 15.08, Electrical Code
6. Exhibit E - Chapter 15.10, Mechanical Code
7. Exhibit F - Chapter 15.12, Plumbing Code
8. Exhibit G - Chapter 15.14, Residential Code
9. Exhibit H - Chapter 15.26, Green Building Standards Code
10. Exhibit I - Chapter 15.92, Swimming pool and Spa Code
11. Exhibit J - Chapter 15.94, Wildland-Urban Interface Code
12. Exhibit K - Notable Amendments to Building Standards Code

Prepared by: Franc Moufarrej
Chief Building Official

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN ORDINANCE REVISING AND AMENDING CHAPTERS 15.02 *BUILDING CODE,* 15.04 *PROPERTY MAINTENANCE CODE,* 15.06 *FIRE CODE,* 15.08 *ELECTRICAL CODE,* 15.10 *MECHANICAL CODE,* 15.12 *PLUMBING CODE,* 15.14 *RESIDENTIAL CODE,* 15.26 *GREEN BUILDING STANDARDS CODE, 15.92 SWIMMING POOL AND SPA CODE, AND 15.94 WILDLAND URBAN INTERFACE CODE* IN THE LIVERMORE MUNICIPAL CODE, AND ADOPTING BY REFERENCE, AND AMENDING BASED UPON LOCAL CLIMATIC, GEOLOGICAL, AND TOPOGRAPHICAL CONDITIONS, THE 2025 CALIFORNIA BUILDING STANDARDS CODE SET FORTH IN TITLE 24 OF THE CALIFORNIA CODE OF REGULATIONS AND THE FOLLOWING CODES ADOPTED THEREIN - THE 2024 EDITIONS OF THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL FIRE CODE, THE INTERNATIONAL PROPERTY MAINTENANCE CODE, THE INTERNATIONAL RESIDENTIAL CODE, THE INTERNATIONAL SWIMMING POOL AND SPA CODE, THE INTERNATIONAL WILDLAND URBAN INTERFACE CODE,THE UNIFORM PLUMBING CODE, THE UNIFORM MECHANICAL CODE, THE 2023 EDITION OF THE NATIONAL ELECTRICAL CODE, AND THE 2025 CALIFORNIA GREEN BUILDING STANDARDS CODE

Health and Safety Code Sections 17958 and 17958.5 allow the City of Livermore ("City"), by ordinance, to make modifications or changes to the State Building Standards Code and other regulations adopted pursuant to Health and Safety Code Section 17922.

Health and Safety Code Section 17958.5 requires that such changes be determined to be reasonably necessary because of local climatic, geological, or topographical conditions.

Health and Safety Code Section 17958.7 requires that the City, before making any modifications or changes pursuant to Health and Safety Code Sections 17958 and 17958.5, make an express finding that each such modification or change is needed.

Such findings must be made available as a public record and a copy thereof with each such modification or change shall be filed with the California Building Standards Commission.

The City Council hereby determines that the proposed ordinance establishes requirements greater than those set forth in the 2025 edition of the California Building Standards Code codified in Title 24 of the California Code of Regulations, as adopted by the City of Livermore and set forth in chapters 15.02 *Building Code,* 15.04 *Property Maintenance Code,* 15.06 *Fire Code,* 15.08 *Electrical Code,* 15.10 *Mechanical Code,* 15.12 *Plumbing Code,* 15.14 *Residential Code,* 15.26 *Green Building Standards Code, 15.92 Swimming Pool and Spa Code, 15.94 Wildland Urban Interface Code* in the Livermore Municipal Code.

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

Section 1. *Findings. Amendments of the 2024 International Building Code, the 2024 International Fire Code, the 2024 Uniform Plumbing Code, the 2024 International Residential Code, The 2024 International Swimming Pool and Spa Code, The 2023 National Electrical Code, and the 2025 California Green Building Standards Code are necessary to serve the public interest by reducing the risk to life and property of the citizens of Livermore because of the following conditions:*

1. *Average yearly rainfall for the City is approximately 16"-18". This rainfall normally occurs from October to April. During the summer months, there is generally no measurable precipitation. Temperatures for this dry period average from 80° to 100° Fahrenheit and are frequently accompanied by light to gusty westerly winds. The City is surrounded by 2300 acres of grasslands, which, in conjunction with the dry and windy climatic conditions, create a hazardous situation that has led to extensive grass and brush fires in recent years. With more development extending from the urban core into the grass covered areas, wind driven fires could lead to severe consequences, as has been the case on several occasions in similar areas of the State. Therefore, additions to the Livermore Building and Fire Codes are necessary.*

2. *Uniquely for a city of its size, the City is bisected by several topographical features, including two major creeks (Arroyo Las Positas and Arroyo Mocho), one railroad line (Union Pacific) and Interstate, 580. As a result, the City is divided into discrete districts, such as the Springtown area north of the freeway and the residential area southwest of the Arroyo Mocho. Traffic between these districts is channeled into several major thoroughfares which must cross the creeks, railroad tracks, and freeway, by means of bridges, overpasses or underpasses. Heavy traffic congestion on the City's major streets already act as a barrier to timely responses for fire equipment and emergency services. In the event of an accident or other emergency at one of the key points of intersection between a road and creek, or freeway, sections of the City could become isolated, or response time could be sufficiently slowed so as to increase the risk of substantial injury or damage. For example, a routine accident at Holmes Street bridge or First Street overpass would greatly reduce response times to the northeastern or southwestern portions of the City. With the inability of emergency services to guarantee rapid response to various sections of the City, it is necessary to mitigate this problem by requiring additional built-in automatic fire protection systems, which will provide for early detection and initial fire control until the arrival of the firefighting equipment and other emergency services.*

The Livermore Valley is subject to ground tremors from large seismic events on the San Andreas, Hayward, and Calaveras faults, the major active faults in the San Francisco Bay Area. In the Valley itself, and adjacent to the City of Livermore, is the active Greenville Fault. The largest recorded earthquake in this immediate area occurred on the San Andreas Fault on October 17, 1989, a 7.1 magnitude. The area also had a sequence of earthquakes on the Greenville Fault in January and February of 1980; these earthquakes

had a magnitude of from 5.5 to 5.9 on the Richter Scale. The Mount Diablo thrust fault is also a potentially active fault in the northern end of the valley. Several smaller faults in or around the City include the Las Positas Fault, the Tesla Fault, and the Livermore Fault. The U.S. Geological Survey (USGS) has identified a 70% probability of a major earthquake occurring in the region within the next 30 years. Recent earthquake damage studies, including the 1994 Northridge earthquake, have indicated the lack of adequate design and detailing as a contributing factor to damages that reduced the protection of the life-safety of building occupants.

The potential for earthquakes influences fire protection planning in several ways. First, a major seismic event would create a city-wide demand on fire protection service which would be beyond the response capacity of the fire department. This potential problem can be mitigated by requiring initial fire control through the installation of automatic fire protection systems.

In addition, the City is adjacent to the Lawrence Livermore National Laboratory and Sandia Laboratory; two facilities engaged in nuclear, energy and scientific research. Because of the presence at both sites of radioactive and other hazardous materials, the fire department's energy in the wake of an earthquake would have to be focused on stabilizing any problems at these facilities.

This also supports the need for other structures in the City to be capable of at least initial fire suppression capacity. Finally, as demonstrated above, structural damage to the overpass or bridges connecting the City's various areas would seriously delay emergency vehicle access to these areas.

Livermore is located in the Livermore Valley, which has local topographical conditions affecting air quality. The Livermore Valley is a sheltered inland valley near the eastern border of the Bay Area. The western side of the valley is bordered by hills of 1,000 to 1,500 feet in elevation with two gaps connecting the valley to the central Bay area, the Hayward Pass, and Niles Canyon. The eastern side of the valley is also bordered by hills of 1,000 to 1,500 feet in elevation with one major passage to the San Joaquin Valley at the Altamont Pass, and several secondary passages. To the north lies the Black Hills and Mt. Diablo. A northwest to southeast channel connects the Diablo Valley to the Livermore Valley. The south side of the Livermore Valley is bordered by mountains approximately 3,000 to 3,500 feet high. Maximum summer temperatures in the Livermore Valley range from the high-80s to the low-90s, with extremes in the 100s. Winter maximum temperatures range from the high-50s to the low-60s, while minimum temperatures range from the mid-to-high 30s, with extremes in the high teens and low-20s.

The Livermore Valley does have violations of federal and state air quality standards based on these local topographical conditions, as well as local climatic conditions. These local topographical and climatic conditions, combined with the local environmental condition as set forth in the Climate Change Element of the Livermore General Plan (2009), adopted herein by this reference, are the basis for the amendments to the California Building Standards Code. These conditions contribute to the Bay Area's status as a "nonattainment area" under the federal Clean Air Act for ozone and particulate matter and therefore, these air quality considerations require additional Green Building measures to amend the 2022 Green Building Standards Code (CAL Green) and adopt additional

measures "Reach Codes" for electrification and Electric Vehicle charging as applicable, to improve indoor air quality, reduce energy usage, decrease greenhouse gas emissions, and expand clean and renewable energy.

1. *Section 609.3 of the 2024 Uniform Plumbing Code is amended to prohibit the Installation of water distribution piping under concrete floor slabs within buildings, due to the corrosive nature (on this piping) of the soil within various areas of the City.*

2. *Article 210.12 of the National Electrical Code is amended to include Arc Fault Circuit Interruption (AFCI) protection to panel changeouts to mitigate fire hazards related to arcing.*

For the above reasons, taken individually and cumulatively, the City Council of the City of Livermore finds that there are building and fire hazards, as well as environmental considerations, peculiar to Livermore that require the increased fire protection, structural design, and green building standards set forth in this ordinance.

Section 2. *Adoption by Reference and Amendments.* The 2025 California Building Standards Code set forth in Title 24 of the California Code of Regulations, and the following codes adopted therein - the 2024 editions of the International Building Code, the International Fire Code, the International Property Maintenance Code, the International Residential Code, the Uniform Plumbing Code, the Uniform Mechanical Code, The Swimming Pool and Spa Code, The Wildland Urban Interface Code, the 2023 edition of the National Electrical Code, and the 2025 California Green Building Code, and amendments thereto set forth in the following chapters of the Livermore Municipal Code that are revised and amended to read as set forth in the corresponding exhibits attached hereto:

Exhibit A: Chapter 15.02, Building Code
Exhibit B: Chapter 15.04, Property Maintenance Code
Exhibit C: Chapter 15.06, Fire Code
Exhibit D: Chapter 15.08, Electrical Code
Exhibit E: Chapter 15.10, Mechanical Code
Exhibit F: Chapter 15.12, Plumbing Code
Exhibit G: Chapter 15.14, Residential Code
Exhibit H: Chapter 15.26, Green Building Standards Code
Exhibit I: Chapter 15.92, Swimming Pool and Spa Code
Exhibit J: Chapter 15.94, Wildland Urban Interface Code

Section 3. *Environmental.* The passage of this ordinance is not a project according to the definition in the California Environmental Quality Act and, therefore, is not subject to the provisions requiring environmental review.

Section 4. *Severability*. If any part of this ordinance is declared invalid by a court, such invalidity shall not affect any of the remaining parts.

Section 5. *Publication.* This ordinance shall be published once in a newspaper of general circulation of the City of Livermore within fifteen days after its adoption.

Section 6. *Effective date.* This Ordinance shall take effect 30 days after its adoption, but the revised and amended codes will not take effect for enforcement until 12:01 a.m. on January 1, 2026, when the 2025 California Building Standards Code becomes effective. Until that date and time, the chapters amended and revised by this ordinance will remain in full force and effect for enforcement

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore held on September 8, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

The ordinance was adopted at the regular meeting of the City Council held on October 13, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mayor, City of Livermore

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

*/s/ Daniel Gonzales*_____
Daniel Gonzales
Deputy City Attorney

Exhibit A: Chapter 15.02, Building Code
Exhibit B: Chapter 15.04, Property Maintenance Code
Exhibit C: Chapter 15.06, Fire Code
Exhibit D: Chapter 15.08, Electrical Code
Exhibit E: Chapter 15.10, Mechanical Code
Exhibit F: Chapter 15.12, Plumbing Code
Exhibit G: Chapter 15.14, Residential Code
Exhibit H: Chapter 15.26, Green Building Standards Code
Exhibit I: Chapter 15.92, Swimming Pool and Spa Code
Exhibit J: Chapter 15.94, Wildland Urban Interface Code

Chapter 15.02
BUILDING CODE

Sections:

15.02.010 Title for Citation.
15.02.020 Documents adopted by reference.
15.02.030 Amendments to International Building Code.
15.02.040 CBC Chapter 1, Division II, Title Block amended - Title block.
15.02.050 CBC Chapter 1, Division II, Section 101 amended - General.
15.02.060 CBC Chapter 1, Division II, Section 103 amended - Building and Safety.
15.02.070 CBC Chapter 1, Division 11, Section 105.2 amended - Work exempt from permit.
15.02.080 CBC Chapter 1, Division II, Section 106 amended - Floor and Roof Design Loads.
15.02.090 CBC Chapter 1, Division II, Section 109 amended - Fees.
15.02.100 CBC Chapter 1, Division II, Section 110.3.6 amended - Lath and gypsum board inspections.
15.02.110 CBC Chapter 1, Division II, Section 110.3.9 amended - Energy efficiency inspections.
15.02.120 CBC Sections 903 and 904 amended - Fire Protection Systems.
15.02.130 CBC Section 1505.1 amended - Fire Classification, Roof coverings.
15.02.140 CBC Section 1705.3 amended - Concrete Construction, exception 1.
15.02.150 CBC Section 1905.6.2 amended - Seismic Design Categories C, D, E and F
15.02.160 CBC Section 3109 adopted - Swimming Pools, Spas and Hot Tubs
15.02.170 CBC Chapter 31B adopted - Public Pools
15.02.180 Residential building permits issuance limitations.

15.02.010 Title for citation.

This chapter shall be known as the "Building Code," may be cited as such and will be referred to in this chapter as "this code."

15.02.020 Documents adopted by reference.

The International Building Code, 2024 Edition, as amended and set forth in the California Building Standards Code, Title 24 of the California Code of Regulations, published by the International Code Council is hereby adopted, together with Chapter 1 Division II, Scope and Administration and Appendices Chapters C and J, except as set forth in this chapter.

15.02.030 Amendments to International Building Code.

The International Building Code (IBC) adopted in this chapter by reference is amended by the following additions, deletions and amendments thereto as set forth in this chapter. Reference numbers herein are taken from the 2025 California Building Code.

15.02.040 CBC Chapter 1, Division II Scope and Administration amended - Title block.

CBC Chapter 1, Division II, Title block shall be amended to read:
15.02.040 CBC Chapter 1, Division II Title Block shall be amended to read:

CHAPTER 1, DIVISION II

LIVERMORE BUILDING CODE ADMINISTRATIVE PROVISIONS

15.02.050 CBC Chapter 1, Division II, Section 101 amended - General.

CBC Chapter 1, Division II, Section 101 is amended to read:

SECTION 101
GENERAL

101.1 Title. These regulations shall be known as the Livermore Building Code, hereinafter referred to as "this code."

101.2 Scope.
The provisions of this code shall apply to the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

> Exception: Detached one-and two-family dwellings and multiple single-family dwelling (townhouses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures not more than 3 stories above grade plane in height, shall comply with this code or the California Residential Code.

> 101.2.1 Appendices.
> Provisions in the appendices shall not apply unless specifically adopted.

101.3 Purpose.
The purpose of this code is to establish the minimum requirements to provide a reasonable level of safety, health and general welfare through structural strength, means of egress facilities, stability, sanitation, light and ventilation, energy conservation, energy conservation, and for providing a reasonable level of life safety and property protection from the hazards of fire, explosion or dangerous conditions, and to provide a reasonable level of safety to fire fighters and emergency responders during emergency operations.

101.4 Referenced codes.
The other codes listed in Sections 101.4.1 through 101.4.8 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

101.4.1 Gas.
The provisions of the Livermore Plumbing Code and/or the Livermore Mechanical Code shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

101.4.2 Mechanical.
The provisions of the Livermore Mechanical Code shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

101.4.3 Plumbing.
The provisions of the Livermore Plumbing Code shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system. The provisions of the Livermore Plumbing Code shall apply to private sewage disposal systems.

101.4.4 Property maintenance.
The provisions of the Livermore Property Maintenance and Building Codes shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.

101.4.5 Fire prevention.
The provisions of the Livermore Fire Code shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression, automatic sprinkler systems and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

101.4.6 Energy.
The provisions of the Livermore Energy Code, Title 24, Part 6 shall apply to all matters governing the design and construction of buildings for energy efficiency.

101.4.7 Existing buildings.
The provisions of the Livermore Existing Building Code shall apply to all matters governing the repair, alteration, change of occupancy, addition to and relocation of existing buildings.

101.4.8 Wildland-urban interface. The provisions of Part 7, the Livermore Wildland-Urban Interface code shall apply to buildings and structures built in the wildland-urban interface (WUI) or a Fire Hazard Severity Zone.

15.02.060 CBC Chapter 1, Division II, Section 103 amended - Building and Safety.

CBC Chapter 1, Division 11, Section 103 is amended to read:

SECTION 103
BUILDING AND SAFETY DIVISION

103.1 Creation of enforcement agency.
The Building and Safety Division is hereby created and the official in charge thereof shall be known as the building official. The function of the agency shall be the implementation, administration, and enforcement of this code.

103.2 Appointment.
The building official shall be appointed by the city manager.

103.3 Deputies.
In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the building official shall have the authority to appoint related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the building official.

15.02.070 CBC Chapter 1, Division II, Section 105.2 amended - Work exempt from permit.

CBC Chapter 1, Division 11, Section 105.2 is amended to read:

Delete all reference to Electrical, Gas, Mechanical, and Plumbing repairs, appliances and fixtures. These items are addressed in the Livermore Electrical, Mechanical and Plumbing Codes.

15.02.080 CBC Chapter 1, Division II, Section 106 amended - Floor and Roof Design Loads.

CBC Chapter 1, Division II, Section 106 is deleted.

15.02.090 CBC Chapter 1, Division II, Section 109 amended - Fees.

CBC Chapter 1, Division II, Section 109 is amended to read:

Fees are to be set by resolution of the Livermore City Council.

All permit fees, development fees and other city fees, including, but not limited to, the tax on construction and traffic impact fees, may be waived for any permit issued for the repair of any structure as required by Chapter 15.24 (Unreinforced Masonry Building Hazard Reduction Program). Fees may be waived for reconstruction of any building removed in accordance with Chapter 15.24 when such building is replaced to replicate the structure to be removed.

15.02.100 CBC Chapter 1, Division II, Section 110.3.6 amended - Lath and gypsum board inspections.

CBC Chapter 1, Division II, Section 110.3.6 is amended to read:

110.3.6 Lath and gypsum board inspection.

The Exception is deleted.

15.02.110 CBC Chapter 1, Division II, Section 110.3.9 amended - Energy efficiency inspections.

CBC Chapter 1, Division II, Section 110.3.9 is amended to read:

110.3.9 Energy efficiency inspections.
Inspections shall be made to determine compliance with Title 24, Part 6 and shall include, but not be limited to, inspections for: envelope insulation R and U values, fenestration U value, duct system R value, and HVAC and water-heating equipment efficiency.

15.02.120 CBC Sections 903 and 904 amended - Fire Protection Systems.

Sections 903 and 904 are amended as amended in sections 903 and 904 of the Livermore Fire Code (LMC Chapter 15.06).

15.02.130 CBC Section 1505.1 amended - Fire Classification, Roof coverings.

Section 1505.1 is amended by adding the following paragraph:

Roof covering shall be fire retardant minimum Class B or higher for all buildings regardless of type of construction.

15.02.140 CBC Section 1705.3 amended - Concrete Construction, exception 1.
Section 1705.3, exception 1 is amended to read:

1. Isolated spread concrete footings of buildings three stories or less above grade plane that are fully supported on earth or rock, where the structural design of the footing is based on a specified compressive strength, f'c, no greater than 2,500 pounds per square inch (psi) (17.2Mpa).

15.02.150 CBC Section 1905.6.2 amended - Seismic Design Categories C, D, E and F

Section 1905.6.2 is amended to read:

1905. 6.2 Seismic Design Categories C, D, E and F. Structures assigned to Seismic Design Category C, D, **E or F** shall not have elements of structural plain concrete, except as follows:

1. Isolated footings of plain concrete supporting pedestals or columns are permitted, provided that the projection of the footing beyond the face of the supported member does not exceed the footing thickness.
Exception: In detached one- and two-family dwellings three stories or less in height, the projection of the footing beyond the face of the supported member is permitted to exceed the footing thickness.

2. Plain concrete footings supporting walls are permitted, provided that the footings have not fewer than two continuous longitudinal reinforcing bars. Bars shall not be smaller than No. 4 and shall have a total area of not less than 0.002 times the gross cross-sectional area of the footing. For footings that exceed 8 inches (203mm) in thickness, not fewer than one bar shall be provided at the top and bottom of the footing. Continuity of reinforcement shall be provided at corners and intersections.

15.02.160 CBC Section 3109 adopted - Swimming Pools, Spas and Hot Tubs

CBC Section 3109 adopted in its entirety.

15.02.170 CBC Chapter 31B adopted - Public Pools

CBC Chapter 31B adopted in its entirety.

15.02.180 Residential building permits issuance limitations.

The following language is inserted in accordance with the provisions of a voter-approved initiative ordinance, dated April 11, 1972.

A. The people of the city find and declare that it is in the best interest of the city, in order to protect the health, safety, and general welfare of the citizens of the city, to control residential building permits in the said city. Residential building permits include single-family residential, multiple residential, and trailer court building permits within the meaning of this code. Additionally, it is the purpose of this initiative measure to contribute to the solution of air pollution in the city.

B. The specific reasons for the proposed petition are that the undersigned believe that the resulting impact from issuing residential building permits at the current rate results in the following problems mentioned below. Therefore, no further residential building permits are to be issued by the said city until satisfactory solutions, as determined in the standards set forth, exist to all the following problems:

    1. Educational facilities. No double sessions in the schools or overcrowded classrooms as determined by the California Education Code.
    2. Sewage. The sewage treatment facilities and capacities meet the standards set by the Regional Water Quality Control Board.
    3. Water supply. No rationing of water with respect to human consumption or irrigation and adequate water reserves for fire protection are existing.

Chapter 15.04
PROPERTY MAINTENANCE CODE

Sections:

15.04.010 Title for citation.
15.04.020 Documents adopted by reference.
15.04.030 Amendments to the International Property Maintenance Code.
15.04.040 IPMC Chapter 1 amended.
15.04.050 IPMC Chapter 2 amended.
15.04.060 IPMC Chapter 3 amended.
15.04.070 IPMC Chapter 4 amended.
15.04.080 IPMC Chapter 5 amended.
15.04.090 IPMC Chapter 6 amended.
15.04.100 IPMC Chapter 7 amended.

15.04.010 Title for citation.

This chapter shall be known as the "property maintenance code," may be cited as such and will be referred to in this chapter as "this code."

15.04.020 Documents adopted by reference.

The International Property Maintenance Code, 2024 Edition, published by the International Code Council is hereby adopted. Where this chapter is inconsistent with state law then in that instance the provisions of the state law shall prevail.

15.04.030 Amendments to International Property Maintenance Code.

The International Property Maintenance Code (IPMC) adopted in this chapter by reference is amended by the following additions, deletions and amendments thereto as set forth in this chapter.

15.04.040 IPMC Chapter 1 amended.

Chapter 1 is amended as follows:

Sections 102.3, 102.8, 103, 106, 109.7, 109.8, 110.4, 110.5, 110.6, 111 are deleted.

Each reference to the International Building Code is replaced with The California Building Code. Each reference to the International Existing Building Code is replaced by the California Existing Building Code. Each reference to the International Fire Code is replaced by the California Fire Code. Each reference to the International Fuel Gas and International Plumbing Codes is replaced by the California Plumbing Code. Each

reference to the International Mechanical Code is replaced by the California Mechanical Code. Each reference to the International Residential Code is replaced by the California Residential Code. Each reference to the International Zoning Code is replaced by the Livermore Development Code.

15.04.050 IPMC Chapter 2 amended.

Chapter 2 is amended as follows:

Each reference to the International Building Code is replaced with The California Building Code. Each reference to the International Existing Building Code is replaced by the California Existing Building Code. Each reference to the International Fire Code is replaced by the California Fire Code. Each reference to the International Fuel Gas and International Plumbing Codes is replaced by the California Plumbing Code. Each reference to the International Mechanical Code is replaced by the California Mechanical Code. Each reference to the International Residential Code is replaced by the California Residential Code. Each reference to the International Zoning Code is replaced by the Livermore Development Code.

15.04.060 IPMC Chapter 3 amended.

Chapter 3 is amended as follows:

Sections 302.4, 302.8, 304.14, 304.18, and 309 are deleted.

Section 303.2 is amended to read:
Every person in possession of land within the city, either as owner, purchaser under contract, lessee, tenant or licensee, upon which is situated a private or public swimming pool or spa, shall at all times maintain an enclosure and safety device in accordance with chapter 31 Section 3109 (Swimming Pools, Spas and Hot Tubs) and Chapter 31B (public swimming pools) of the California Building Code.

15.04.070 IPMC Chapter 4 amended.

Chapter 4 is amended as follows:

Sections 404.6 and 404.7 are deleted.

15.04.080 IPMC Chapter 5 amended.

Chapter 5 is amended as follows:

Each reference to the International Plumbing Code shall be replaced with the California Plumbing Code

Section 506.3 Grease interceptors amend to read:

Grease interceptors shall comply with section 1014 of the California Plumbing Code.

15.04.090 IPMC Chapter 6 amended.

Chapter 6 is amended as follows:

Each reference to the International Mechanical Code is replaced by the California Mechanical Code.

15.04.100 IPMC Chapter 7 amended.

Chapter 7 is amended as follows:

Each reference to the International Building Code is replaced with The California Building Code. Each reference to the International Fire Code is replaced by the California Fire Code. Each reference to the International Residential Code is replaced by the California Residential Code.

Chapter 15.06
FIRE CODE

INDEX

15.06.010 Title for citation.
15.06.020 Documents adopted by reference.
15.06.030 Amendments to the International Fire Code.
15.06.040 CFC Chapter 1, Division II, 103.1 amended - Creation of agency
15.06.050 CFC Chapter 1, Division II, Table 105.5.9 amended - Permit Amounts for Compressed Gases.
15.06.060 CFC Chapter 1, Division II, Table 105.5.11 amended - Permit Amounts for Cryogenic Fluids.
15.06.070 CFC Chapter 1, Division II, Section 105.5.18 Item 3 amended - Flammable and combustible liquids.
15.06.080 CFC Chapter 1, Division II, Section 105.5.18 Item 12 added - Permit Amounts for Hazardous Materials, Flammable and Combustible Liquids and Gases at Residential Occupancies.
15.06.090 CFC Chapter 1, Division II, Table 105.5.22 amended - Permit Amounts for Hazardous Materials.
15.06.100 CFC Chapter 1, Division II, Section 105.5.59 Item 4 added - Radioactive Materials.
15.06.110 CFC Chapter 1, Division II, Section 112 deleted - Means of Appeals.
15.06.120 CFC Chapter 1, Division II, 113.4 amended- Violation penalties
15.06.130 CFC Chapter 1, Division II, Section 116 added - Unauthorized Discharges.
15.06.140 CFC Chapter 2 Definitions amended - Hazardous Materials
15.06.150 CFC Chapter 2 Definitions amended - Health Hazard
15.06.160 CFC Chapter 2 Definitions added - Maximum Threshold Quantity
15.06.170 CFC Chapter 2 Definitions added - Moderately Toxic Gas
15.06.180 CFC Section 603.10 added - Multiple Sources of Non-Utility Electricity
15.06.190 CFC Section 611 added - Immersion Heaters.
15.06.200 CFC Section 901.6.4 added - Prevention of False Alarms
15.06.210 CFC Section 903.2 amended - Automatic Sprinkler Systems
15.06.220 CFC Section 903.3.1.2.3 amended - NFPA 13R Sprinkler Systems.
15.06.230 CFC Section 903.3.1.3 amended - NFPA 13D Sprinkler Systems.
15.06.240 CFC Section 3208.3.1 amended - Flue space protection.
15.06.250 CFC Section 5001.5.1.1 added - Hazardous Materials Management Plan (HMMP)
15.06.260 CFC Section 5001.5.2.1 added - Hazardous Materials Inventory Statement (HMIS)
15.06.270 CFC Section 5001.5.3 added - Hazardous Materials Business Plan (HMBP) Reporting Thresholds.
15.06.280 CFC Section 5003.2.10 added - Biodiesel and methanol equipment
15.06.290 CFC Section 5003.5.2 added - Ventilation ducting
15.06.300 CFC Section 5003.5.3 added - H Occupancies.
15.06.310 CFC Section 5003.14 added - Automatic Filling of Tanks

15.06.320 CFC Section 5005.5 added - Emergency Alarms, supervision and monitoring
15.06.330 CFC Section 5601.1.3 added - Fireworks
15.06.340 CFC Section 5704.2.7.5.8 amended - Exception.
15.06.350 CFC Chapter 60 amended - Title
15.06.360 CFC Section 6004.1 amended - General
15.06.370 CFC Section 6004.1.2 amended - Gas Cabinets
15.06.380 CFC Section 6004.1.3 amended - Exhausted Enclosures
15.06.390 CFC Section 6004.1.4 added - Automatic shut-off valve
15.06.400 CFC Section 6004.1.5 added- Annual Maintenance
15.06.410 CFC Section 6004.1.6 added - Maximum threshold quantity
15.06.420 CFC Section 6004.1.7 added - Reduced flow valve
15.06.430 CFC Section 6004.1.8 added - Fire extinguishing systems
15.06.440 CFC Section 6004.1.9 added - Local gas shut off
15.06.450 CFC Section 6004.1.10 added - Exhaust ventilation monitoring
15.06.460 CFC Section 6004.1.11 added - Emergency response plan
15.06.470 CFC Section 6004.1.12 added - Emergency Response Liaisons
15.06.480 CFC Section 6004.1.13 added - Emergency Drills
15.06.490 CFC Section 6004.1.14 added - Cylinder leak testing
15.06.500 CFC Section 6004.1.15 added - Inert gas purge system
15.06.510 CFC Section 6004.1.16 added - Seismic shutoff valve
15.06.520 CFC Section 6004.1.17 added - Fittings and connections.
15.06.530 CFC Section 6004.2 amended - Indoor storage and use.
15.06.540 CFC Section 6004.2.1 amended - Applicability
15.06.550 CFC Section 6004.2.1.1 amended - Quantities not exceeding the maximum allowable quantity per control area.
15.06.560 CFC Section 6004.2.1.4 added - Quantities not exceeding minimum threshold quantity per control area.
15.06.570 CFC Section 6004.2.1.5 added - Quantities exceeding minimum threshold quantity per control area.
15.06.580 CFC Section 6004.2.2 amended - General indoor requirements
15.06.590 CFC Section 6004.2.2.5 amended - Piping and controls - stationary tanks, Item 1
15.06.600 CFC Section 6004.2.2.7 amended - Treatment systems.
15.06.610 CFC Section 6004.2.2.10.1 amended - Alarms.
15.06.620 CFC Section 6004.3 amended - Outdoor storage and use.
15.06.630 CFC Section 6004.3.1 amended - Applicability
15.06.640 CFC Section 6004.3.1.1 amended - Quantities not exceeding the maximum allowable quantity per control area.
15.06.650 CFC Section 6004.3.1.4 added - Quantities not exceeding the minimum threshold quantity per control area.
15.06.660 CFC Section 6004.3.1.5 added - Quantities exceeding the minimum threshold quantity per control area.
15.06.670 CFC Section 6004.3.2 amended - General outdoor requirements.
15.06.680 CFC Section 6004.3.3 amended - Outdoor storage weather protection for portable tanks and cylinders.

15.06.010 Title for citation

These regulations shall be known as the "Livermore Fire Code," hereinafter referred to as "this code."

15.06.020 Documents adopted by reference

A. The International Fire Code, 2024 Edition, as amended and set forth in the California Code of Regulations, Title 24, Part 9, published by the International Code Council, is hereby adopted, together with Appendices D, E (informational purposes), F, and H, except as set forth in this chapter.

    1. Only those sections, including applicable amendments, of Chapter 4 and Chapter 11 adopted by the California Office of the State Fire Marshal (SFM) as identified in the applicable adoption matrix shall be adopted.

B. The International Fire Code (IFC) adopted by reference for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion in this chapter by reference is amended by the following additions, deletions and amendments thereto as set forth in this chapter. Reference numbers herein are taken from the 2025 California Fire Code.

C. These regulations shall be known as the Livermore Fire Code, hereinafter referred to as "this code."

D. Where there is a reference in the code to the "fire official," "fire code official" or "authority having jurisdiction," it shall mean the "Fire Chief' or, in the absence of the fire chief, the Fire Marshal.

15.06.030 Amendments to the International Fire Code

The 2024 International Fire Code (IFC) adopted in this chapter by reference is amended by the following additions, deletions and amendments thereto as set forth in this chapter. Reference numbers herein are taken from the 2025 California Fire Code.

15.06.040 CFC Chapter 1, Division II, 103.1 amended - Creation of agency

Section 103.1 is amended to read:

The Livermore-Pleasanton Fire Department is hereby created and the official in charge thereof shall be known as the fire code official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

15.06.050 CFC Chapter 1, Division II, **Table 105.5.9 amended - Permit Amounts for Compressed Gases**

Table 105.5.9 is amended to read:

Type of Gas	Amount (cubic feet at NTP)
Carbon dioxide used in carbon dioxide enrichment systems	875 (100 lb.)
Carbon dioxide used in insulated carbon dioxide beverage dispensing applications	875 (100 lb.)
Corrosive	200
Flammable (except cryogenic fluids and LPG)	200
Highly Toxic	Any amount
Inert, carbon dioxide (not otherwise permitted above), simple asphyxiant and other gases with a 1,000 cubic foot threshold for the HMBP program	1,000
Moderately Toxic	Any amount
Oxidizing (including oxygen)	200
Pyrophoric	Any amount
Toxic	Any amount
All other gases not otherwise permitted above subject to HMBP reporting (per material)	200

15.06.060 CFC Chapter 1, Division II, **Table 105.5.11 amended - Permit Amounts for Cryogenic Fluids.**

Table 105.5.11 is amended to read:

Type of Cryogenic Fluid	Cubic feet at NTP
Corrosive	Any Amount
Flammable	Any Amount
Inert, simple asphyxiant, and other gases with a 1,000 cubic foot threshold for the HMBP program	1,000
Oxidizing (including oxygen)	200
Physical or health hazard not indicated above	Any amount

All other materials not otherwise permitted above subject to HMBP requirements (per material)	200

15.06.070 CFC Chapter 1, Division II, **Section 105.5.18 Item 3 amended - Flammable and combustible liquids.**

Section 105.5.18 Item 3 is amended to read:

3. To store, handle or use Class II or Class IIIA liquids in excess of 25 gallons except for fuel oil in the fuel tanks of portable equipment.

15.06.080 CFC Chapter 1, Division II, **Section 105.5.18 Item 12 added - Permit Amounts for Hazardous Materials, Flammable and Combustible Liquids and Gases at Residential Occupancies**

Section 105.5.18 Item 12 is added to read:

12. Storage of flammable and combustible liquids and flammable gases at Group R occupancies are limited as follows:

12.1. Outside storage of flammable liquids (including gasoline) is limited to 30 gallons.

12.2. Outside storage of combustible liquids (including diesel and kerosene) is limited to 55 gallons.

Exception: Emergency generators used for life safety purposes.

12.3. Outside storage of compressed and liquefied flammable gas is limited to 15 gallons or 540 cubic feet.

Exceptions:

a. Emergency generators used for life safety purposes.
b. Fixed gas supply for occupancies not provided with natural gases services. Amounts over 1,000 gallons must be approved by the fire official.

12.4. Manufacture of Biodiesel and Methanol at Residential Occupancies. The manufacture of biodiesel and methanol is prohibited in Residential Occupancies and in U Occupancies associated with Residential Occupancies both inside and outside buildings.

15.06.090 CFC Chapter 1, Division II, **Table 105.5.22 amended - Permit Amounts for Hazardous Materials.**

Table 105.5.22 is amended to add:

Moderately toxic gas	20 cubic Feet
Irritants and Sensitizers	550 gallons (liquids) 5000 pounds (solids)
Other materials subject to HMBP requirements	55 gallons (liquids) 500 pounds (solids)

15.06.100 CFC Chapter 1, Division II, Section 105.5.59 Item 4 added- Radioactive Materials.

Section 105.5.59 Item 4 is added to read:

4. Radioactive Materials. To store or handle more than one micro curie (37,000 Becquerel) of radioactive material not contained in a sealed source or more than 1 mill curie (37,000,000 Becquerel) of radioactive material in a sealed source or sources, or any amount of radioactive material for which a specific license from the Nuclear Regulatory Commission is required.

15.06.110 CFC Chapter 1, Division II, Section 112 deleted - Means of Appeals.

Section 112 is deleted.

15.06.120 CFC Chapter 1, Division II, 113.4 amended - Violation penalties

Section 113.4 is amended to read:

113.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents, or directive of the fire code official, or of a permit, or certificate used under provisions of this code, shall be punished in accordance with the fines and penalties established by the Livermore Municipal Code and/or, as specified by California Government Code, Section 36900. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

15.06.130 CFC Chapter 1, Division II, Section 116 added - Unauthorized Discharges.

Section 116 is added to read:

Unauthorized Discharges. The Livermore-Pleasanton Fire Department may charge fees to recover the cost of response to incidents involving the discharge or the threatened discharge of a hazardous (or suspected hazardous) material.

15.06.140 CFC Chapter 2 Definitions amended - Hazardous Materials

The definition of Hazardous Materials is amended as follows:

HAZARDOUS MATERIALS. Those chemicals or substances which are physical hazards or health hazards as defined and classified in this chapter and/or are compressed gases, whether the materials are in usable or waste condition.

15.06.150 CFC Chapter 2 Definitions amended - Health Hazard

The definition of Health Hazard is amended as follows:

HEALTH HAZARD. A classification of chemical for which there is statistically significant evidence that acute or chronic health effects are capable of occurring in exposed persons. The term "health hazard" includes chemicals that are moderately toxic, toxic, highly toxic, or corrosive.

15.06.160 CFC Chapter 2 Definitions added - Maximum Threshold Quantity

The definition of Maximum Threshold Quantity is added as follows:

Maximum Threshold Quantity. The following formula shall be used to calculate the maximum threshold quantity for toxic, highly toxic, and moderately toxic gases:

Max TQ (lbs.)= LC50 (ppm) x 2 lb.

For gas mixtures containing one or more toxic, highly toxic or moderately toxic components, the LC50 shall be calculated using CGA Standards P-20 and P-23.

15.06.170 CFC Chapter 2 Definitions added - Moderately Toxic Gas

The definition of Moderately Toxic Gas is added as follows:

Moderately Toxic Gas. A chemical or substance that has a medial lethal concentration (LC50) in air of more than 2,000 parts per million but not more than 5,000 parts per million by volume of gas or vapor, when administered by continuous inhalation for an hour, or less if death occurs within one hour, to albino rats weighing between 200 and 300 grams each.

15.06.180 CFC Section 603.10 added - Multiple Sources of Non-Utility Electricity

Section 603.10 is added to read:

603.10 Multiple Sources of Non-Utility Electricity. When a facility has more than one source of non-utility-based electrical utility power, including emergency and standby power systems, a written shutdown plan shall be provided. A copy of the plan will be posted at or near the main electrical panel in a location approved by the Fire Department. A copy of the plan will be provided in a format acceptable to the Fire Department.

15.06.190 CFC Section 611 added - Immersion Heaters.

Section 611 is added to read:

611 Immersion Heaters. All electrical immersion heaters used in dip tanks, sinks, vats, and similar operations shall be provided with approved over-temperature controls and low liquid level electrical disconnects. Manual reset of required protection devices shall be provided.

15.06.200 CFC Section 901.6.4 added - Prevention of False Alarms

901.6.4 is added to read:

901.6.4 Prevention of False Alarms.

1. It is unlawful for any property owner or licensed contractor to fail to notify the police/fire department dispatch center prior to any test, installation, repair, modification, addition, or maintenance of any fire alarm or fire extinguishing system which could result in the transmission of an unwanted alarm.
2. The fire department may charge fees that reasonably constitute the cost of response to unwanted alarms when it is determined that the report is malicious or resulting from the failure to maintain a fire protection alarm system.

15.06.210 CFC Section 903.2 amended - Automatic Sprinkler Systems

903.2 is deleted and replaced with the following:

903.2 Where required.

1. Automatic fire extinguishing systems shall be provided in all new buildings and structures, including any detached or attached structure added to a parcel of land already containing automatic extinguishing system protected buildings.

   Exception:

   a. Detached U Occupancies, other than trash enclosures, that do not exceed 400 square feet of floor area.
   b. Trash enclosures that have been exempted by the fire code official or that meet the following conditions:

i. The enclosure, including the cover and door, are constructed of non-combustible materials.
ii. The enclosure does not exceed 180 square feet in size
iii. The enclosure is stand-alone structure, be a minimum of 20 feet from adjacent buildings and a minimum of 10 feet from property line(s).
iv. The enclosure is used exclusively for waste garbage contained within approved trash containers. No outdoor storage is permitted within the trash enclosure,

c. Photo Voltaic Arrays covering parking stalls only.

2. Existing commercial or industrial buildings not currently provided with automatic fire extinguishing systems shall be provided with an automatic fire extinguishing system as follows:

a) When modification to the building results in a 50% or greater increase of the total floor area of the building or brings the over total of floor area of the building to more than 8,000 square feet, the entire building shall be provided with an automatic fire extinguishing system.

Exception:

Additions providing accessory storage space not greater than 500 square feet in area to an existing non-fire sprinklered building or solely for the purpose of providing accessibility shall not result in a requirement that the building be provided with an automatic extinguishing system.

b) When a change in occupancy classification results in an increased fire hazard or-risk to business operations, or increased life safety hazard of the occupants, the new occupancy and all fire areas that the new occupancy exits through shall be provided with an automatic extinguishing system.

Exception:

Public assembly occupancies not exceeding an occupant load of 150, whether occupying an entire building or a portion of a building that located in single story buildings.

3. Existing residential buildings not currently provided with automatic fire extinguishing systems shall be provided with an automatic fire extinguishing system as follows:

a. When a modification or modifications to the building results in a 50% or greater increase of the total original approved floor area of the building.
b. In the garage when a new attached or detached garage is added, and the modification does not otherwise require the addition of an automatic fire protection system throughout the building.

15.06.220 CFC Section 903.3.1.2.3 amended - NFPA 13R Sprinkler Systems.

Section 903.3.1.2.3 is amended to read:

903.3.1.2.3 Attics. Automatic fire sprinklers shall be provided in all attic areas.

15.06.230 CFC Section 903.3.1.3 amended - NFPA 13D Sprinkler Systems.

Section 903.3.1.3 is amended to read:

903.3.1.3 NFPA 13D sprinkler systems. Automatic sprinkler systems installed in one- and two-family dwellings; Group R-3; Group R-4, Condition 1; and townhouses shall be permitted to be installed throughout in accordance with NFPA 13D *as amended in Chapter 80.*

In addition to the provisions of NFPA 13D, the automatic fire sprinkler system shall be designed, and sprinklers shall be installed in the following additional locations:

1. Attic shall be provided intermediate temperature-rated residential fire sprinklers for detection coverage and located at a spacing equivalent to 30 feet by 30 feet centers and maximum of 15 feet from outside walls.
2. Fire sprinklers shall be provided in garages. Fire sprinklers shall be intermediate rated, quick response, with a maximum coverage of 130 square feet per sprinkler.
3. Any bathroom located under a stairway, regardless of the bathroom's size.
4. Any closet located under a stairway regardless of the closet's size or surfacing materials.

15.06.240 CFC Section 3208.3.1 amended - Flue space protection.

Section 3208.3.1 is amended to read:

3208.3.1 Flue space protection. Flue spaces required by Table 3208.3 above the first tier of storage in single-, double- or multiple-row rack storage installation shall be equipped with approved protection devices. Such devices shall not be removed or modified. Such devices must be repaired or replaced if damaged.

15.06.250 CFC Section 5001.5.1.1 added - Hazardous Materials Management Plan (HMMP)

Section 5001.1.1 is added to read:

Hazardous Materials Management Plan (HMMP). The HMMP shall comply with California Health and Safety Code, Chapter 6.95, Sections 25500 through 25545, and California Code of Regulations, Title 19, Division 2, Chapter 4.

15.06.260 CFC Section 5001.5.2.1 added - Hazardous Materials Inventory Statement (HMIS).

Section 5001.2.1 is added to read:

Hazardous Materials Inventory Statement (HMIS). The HMIS shall comply with California Health and Safety Code, Chapter 6.95, Sections 25500 through 25545, and California Code of Regulations, Title 19, Division 2, Chapter 4.

15.06.270 CFC Section 5001.5.3 added - Hazardous Materials Business Plan (HMBP) Reporting Thresholds.

Section 5001.5.3 is added as follows:

In addition to the reporting requirements of California Health and Safety Code, Chapter 6.95, Sections 25500 through 25545, and California Code of Regulations, Title 19, Division 2, Chapter 4, regulated facilities are required to report any amount of highly toxic, toxic, and moderately toxic gases, oxidizing materials Class 4, oxidizing materials Class 3, unstable (reactive) Class 4, unstable (reactive) Class 3, pyrophoric materials, water reactive Class 3.

15.06.280 CFC Section 5003.2.10 added - Biodiesel and methanol equipment

Section 5003.2.10 is added to read:

5003.2.10 Biodiesel and methanol equipment. Biodiesel and methanol manufacturing/processing equipment shall be listed or approved. Such equipment shall at a minimum adequately address electrical system, materials of construction, ventilation, seismic and process control and shut-down safety issues.

15.06.290 CFC Section 5003.5.2 added - Ventilation ducting.

Section 5003.5.2 is added to read:

5003.5.2 Ventilation ducting. Product conveying ducts for venting hazardous materials operations shall be labeled with the hazard class of the material being vented and the direction of flow.

15.06.300 CFC Section 5003.5.3 added - H Occupancies.

Section 5003.5.3 is added to read:

5003.5.3 H Occupancies. In "H" occupancies, all piping and tubing may be required to be identified when there is any possibility of confusion with hazardous materials transport tubing or piping. The identification label must include the product/waste name

and flow direction indicator. Labels to be placed no less than once every 20 feet of piping and at changes of direction.

15.06.310 CFC Section 5003.14 added - Automatic Filling of Tanks.

Section 5003.14 is added to read:

5003.14 Automatic Filling of Tanks. Systems that automatically fill flammable or combustible liquid tanks shall be equipped with approved overfill protection that sends an alarm signal to a location that is normally occupied during normal business hours and immediately stops the filling of the tank. The alarm signal and automatic shutoff shall be tested in a manner acceptable to the fire code official on an annual basis and records of such testing shall be maintained on-site for a period of five (5) years.

Exception: Emergency generator tanks

15.06.320 CFC Section 5005.5 added - Emergency Alarms, supervision and monitoring

Section 5005.5 is added as follows:

5005.5 Emergency alarms, supervision and monitoring. Emergency alarms, supervision and monitoring shall be provided in accordance with Sections 5004.9 and 5004.10.

15.06.330 CFC Section 5601.1.3 amended - Fireworks.

Section 5601.1.3 is amended as follows:

5601.1.3 Fireworks. The possession, manufacturing, storage, sale, handling, and use of fireworks are prohibited.

Exceptions:

1. Exception 1 is deleted.
2. Exception 2 is deleted.
3. No amendment
4. Exception 4 is deleted.
5. Snap caps and party poppers classified by the California Office of the State Fire Marshal (SFM) as pyrotechnic devices.

15.06.340 CFC Section 5704.2.7.5.8 amended - Exception.

Section 5704.2.7.5.8, Exception, is amended to read:

Exception: Outside aboveground tanks with a capacity of 100 gallons (378 L) or less.

15.06.350 CFC Chapter 60 Title

Chapter 60's title is hereby amended to read:

CHAPTER 60
HIGHLY TOXIC AND TOXIC MATERIALS
AND MODERATELY TOXIC GASES INCLUDING THOSE USED AS
REFRIGERANTS

15.06.360 CFC Section 6004.1 amended - General

Section 6004.1 is hereby amended to read:

6004.1 General. Materials that are stored and used as a gas whether or not the material meets the definition of a compressed gas, and that meet the definition of a highly toxic, toxic or moderately toxic gas shall comply with Section 6004.

Performance based design alternatives may be used for refrigeration systems.

Moderately toxic gases with an LC50 less than or equal to 3,000 parts per million shall comply with the requirements for toxic gases in Sections 6004.2.2.1 through 6004.2.2.10.4.

Moderately toxic gases with an LC50 more than 3000 parts per million but not greater than 5000 parts per million and exceeding the maximum threshold quantity, as determined by Section 6004.1.6, shall comply with the requirements for toxic gases in Sections 6004.2.2.1 through 6004.2.2.7.

The minimum threshold quantity for highly toxic, toxic and moderately toxic gases, vapors and mists for indoor and exterior storage and use are set forth in Table 6004.1.

Table 6004.1
Minimum Threshold Quantities for Highly Toxic, Toxic and Moderately Toxic Gases

Highly Toxic	0
Toxic	10 cubic feet
Moderately Toxic	20 cubic feet

15.06.370 CFC Section 6004.1.2 amended - Gas Cabinets

Section 6004.1.2 is amended to read:

6004.1.2 Gas cabinets. Gas cabinets containing highly toxic, toxic or moderately toxic gases shall comply with Section 5003.8.6 and the following requirements:

[balance to remain the same]

15.06.380 CFC Section 6004.1.3 amended - Exhausted Enclosures

Section 6004.1.3 is amended to read:

6004.1.3 Exhausted enclosures. Exhausted enclosures containing highly toxic, toxic or moderately toxic gases shall comply with Section 5003.8.5 and the following requirements:

[balance to remain the same]

15.06.390 CFC Sections 6004.1.4 added - Automatic shut-off valve

Section 6004.1.4 is added to read:

6004.1.4 Automatic shut-off valve. An automatic shut-off valve, which is of a fail-safe to close design, shall be provided to shut off the supply of highly toxic gases as close as possible to the supply container for any of the following:

1. Activation of a manual fire alarm system.
2. Activation of the gas detection system.
3. Failure of emergency power.
4. Failure of primary containment.
5. Seismic activity.
6. Failure of required ventilation.
7. Manual activation at an approved remote location.

15.06.400 CFC Section 6004.1.5 added - Annual Maintenance

Section 6004.1.5 is added to read:

6004.1.5 Annual Maintenance. All safety control systems at a facility shall be maintained in good working condition and tested not less frequently than annually. Maintenance and testing shall be performed by persons qualified to perform the maintenance and tests. Maintenance records and certifications shall be kept for a minimum of three years and shall be made available to any representative of the Livermore-Pleasanton Fire Department for inspection upon request.

15.06.410 CFC Section 6004.1.6 added - Maximum threshold quantity

Section 6004.1.6 is added to read:

6004.1.6 Maximum threshold quantity. Toxic gases stored or used in quantities exceeding the maximum threshold quantity in a single vessel per control area or outdoor control area or H-Occupancy shall comply with the additional requirements for highly toxic gases of Section 6004 of this code.

Moderately toxic gases stored or used in quantities exceeding the maximum threshold quantity in a single vessel per control area or outdoor control area or H-Occupancy shall comply with the additional requirements for toxic gases of Section 6004 of this code.

15.06.420 CFC Section 6004.1.7 added - Reduced flow valve

Section 6004.1.7 is added to read:

6004.1.7 Reduced flow valve. All containers of materials other than lecture bottles containing highly toxic material and having a vapor pressure exceeding 29 psi shall be equipped with a reduced flow valve when available. If a reduced flow valve is not available, the container shall be used with a flow-limiting device. All flow limiting devices shall be part of the valve assembly and visible to the eye when possible; otherwise, they shall be installed as close as possible to the cylinder source.

> **Exception:** When the process use rate is approximately equal to the maximum flow rate of the cylinder/tank valve.

15.06.430 CFC Section 6004.1.8 added - Fire extinguishing systems

Section 6004.1.8 **Fire extinguishing systems** is added to read:

6004.1.8 Fire extinguishing systems. Buildings and covered exterior areas for storage and use areas of materials regulated by this Chapter shall be protected by an automatic fire sprinkler system in accordance with NFPA 13. The design of the sprinkler system for any room or area where highly toxic, toxic and moderately toxic gases are stored, handled or used shall be in accordance with Section 5004.5.

15.06.440 CFC Section 6004.1.9 added - Local gas shut off

Section 6004.1.9 **Local gas shut off** is added to read:

6004.1.9 Local gas shut off. Manual activation controls shall be provided at locations near the point of use and near the source, as approved by the fire code official. The fire code official may require additional controls at other places, including, but not limited to, the entry to the building, storage or use areas, and emergency control stations. Manual activated shut-off valves shall be of a fail-safe-to-close design.

15.06.450 CFC Section 6004.1.10 added - Exhaust ventilation monitoring

Section 6004.1.10 **Exhaust ventilation monitoring** is added to read:

6004.1.10 Exhaust ventilation monitoring. For highly toxic gases, toxic and moderately toxic gases exceeding minimum threshold quantities, a continuous monitoring system shall be provided to assure that the required exhaust ventilation rate is maintained. The system shall monitor actual air flow in the exhaust system. The monitoring system shall initiate a local alarm. The alarm shall be both visual and audible and shall be designed to provide warning both inside and outside of the interior storage, use, or handling area.

15.06.460 CFC Section 6004.1.11 added - Emergency response plan

Section 6004.1.11 **Emergency response plan** is added to read:

6004.1.11 Emergency response plan. If the preparation of an emergency response plan for the facility is not required by any other law, responsible persons shall prepare, or cause to be prepared, and filed with the fire code official, a written emergency response plan. If the preparation of an emergency response plan is required by other law, a responsible person shall file a copy of the plan with the fire code official.

15.06.470 CFC Section 6004.1.12 added - Emergency Response Liaisons

Section 6004.1.12 **Emergency Response Liaisons** is added to read:

6004.1.12 Emergency Response Liaisons. Responsible persons shall be designated and trained to be liaison personnel for the Livermore-Pleasanton Fire Department. There persons shall aid the Fire Department in preplanning emergency responses and understanding the materials and operations utilizing the gases.

15.06.480 CFC Section 6004.1.13 added - Emergency Drills

Section 6004.1.13 **Emergency Drills** is added to read:

6004.1.13 Emergency Drills. Emergency drills of the on-site emergency response personnel and liaisons shall be conducted on a regular basis but not less than every six months. Records of drills conducted shall be maintained for three years.

15.06.490 CFC Section 6004.1.14 added - Cylinder leak testing

Section 6004.1.14 **Cylinder leak testing** is added to read:

6004.1.14 Cylinder leak testing. Cylinders shall be tested for leaks immediately upon delivery and again immediately prior to departure. Testing shall be approved by the fire code official in accordance with appropriate nationally recognized industry standards and practices, if any. Appropriate remedial action shall be immediately undertaken when leaks are detected.

15.06.500 CFC Section 6004.1.15 added - Inert gas purge system

Section 6004.1.15 is added to read:

6004.1.15 Inert gas purge system. Gas systems shall be provided with dedicated inert gas purge systems. A dedicated inert gas purge system may be used to purge more than one gas, provided the gases are compatible. Purge gas systems inside buildings shall be located in an approved gas cabinet unless the system operates by vacuum demand.

Exception: Refrigeration systems.

15.06.510 CFC Section 6004.1.16 added - Seismic shutoff valve

Section 6004.1.16 is added to read:

6004.1.16 Seismic shutoff valve. An automatic seismic shut-off valve, which is of a fail-safe to close design, shall be provided to shutoff the supply of highly toxic, toxic and moderately toxic gases with an LC50 less than 3,000 parts per million upon a seismic event within 5 seconds of a horizontal sinusoidal oscillation having a peak acceleration of 0.3G (1.47m/sec^2) and a period of 0.4 seconds.

15.06.520 CFC Section 6004.1.17 added - Fittings and connections.

Section 6004.1.17 is added to read:

6004.1.17 Fittings and connections. Fittings and connections shall be located in a gas cabinet, exhausted enclosure, gas room or exhausted valve manifold box.

Exception: Welded connections.

15.06.530 CFC Section 6004.2 amended - Indoor storage and use.

Section 6004.2 is amended to read:

The indoor storage or use of highly toxic, toxic and moderately toxic compressed gases shall be in accordance with Sections 6004.2.1 through 6004.2.2.10.4.

15.06.540 CFC Section 6004.2.1 amended - Applicability

Section 6004.2.1 is amended to read:

6004.2.1 Applicability. The applicability of regulations governing the indoor storage and use of highly toxic, toxic and moderately toxic compressed gases shall be in accordance with Sections 6004.2.1.1 through 6004.2.1.5.

15.06.550 CFC Section 6004.2.1.1 amended - Quantities not exceeding the maximum allowable quantity per control area.

Section 6004.2.1.1 is amended to read:

6004.2.1.1 Quantities not exceeding the maximum allowable quantity per control area. The indoor storage or use of highly toxic and toxic compressed gases in amounts not exceeding the maximum allowable quantity per control area set forth in Table 5003.1.1(2) shall be in accordance with Sections 5001, 5003, 6001, 6004.1, 6004.2.1.4 and 6004.2.1.5.

15.06.560 CFC Section 6004.2.1.4 added - Quantities not exceeding minimum threshold quantity per control area.

Section 6004.2.1.4 is added to read:

6004.2.1.4 Quantities not exceeding minimum threshold quantity per control area. The indoor storage or use of highly toxic, toxic and moderately toxic gases in amounts not exceeding the minimum threshold quantity per control area set forth in Table 6004.1 shall be in accordance with Sections 6001, and 6004.1 and Chapter 50.

15.06.570 CFC Section 6004.2.1.5 added - Quantities exceeding minimum threshold quantity per control area.

Section 6004.2.1.5 is added to read:

6004.2.1.5 Quantities exceeding the minimum threshold quantity per control area. The indoor storage or use of highly toxic, toxic and moderately toxic gases in amounts exceeding the minimum threshold quantity per control area set forth in Table 6004.1 shall be in accordance with Sections 6001, 6004.1, 6004.2 and Chapter 50.

15.06.580 CFC Section 6004.2.2 amended - General indoor requirements.

Section 6004.2.2 is amended to read:

6004.2.2 General indoor requirements. The general requirements applicable to the indoor storage and use of highly toxic, toxic and moderately toxic compressed gases shall be in accordance with Sections 6004.2.2.1 through 6004.2.2.10.3.

Moderately toxic gases shall not be considered as toxic gases for maximum allowable quantities determinations under Table 5003.1.1(2).

15.06.590 CFC Section 6004.2.2.5 amended - Piping and controls -stationary tanks, Item 1

Section 6004.2.2.5 Piping and controls - stationary tanks, Item 1 is amended by deleting the exception

CFC Section 6004.2.2.5 Piping and controls -stationary tanks

1. Pressure relief devices shall be vented to a treatment system designed in accordance with Section 6004.2.2.7

   Delete exception.

15.06.600 CFC Section 6004.2.2.7 amended - Treatment systems.

Section 6004.2.2.7 is amended to delete exception 2:

6004.2.2.7 Treatment systems - Delete Exception 2.

15.06.610 CFC Section 6004.2.2.10.1 amended - Alarms.

Section 6004.2.2.10.1 is amended to delete the exception:

6004.2.2.10.1 Alarms. Delete Exception.

15.06.620 CFC Section 6004.3 amended - Outdoor storage and use.

Section 6004.3 is amended to read:

6004.3 Outdoor storage and use. The outdoor storage or use of highly toxic, toxic and moderately toxic gases shall be in accordance with Sections 6004.3.1 through 6004.3.4. The minimum threshold quantity for highly toxic, toxic and moderately toxic gases for outdoor storage and use are set forth in Table 6004.1.

15.06.630 CFC Section 6004.3.1 amended - Applicability

Section 6004.3.1 is amended to read:

6004.3.1 Applicability. The applicability of regulations governing the outdoor storage and use of highly toxic, toxic, and moderately toxic gases shall be as set forth in Sections 6004.3.1.1 through 6004.3.1.5.

15.06.640 CFC Section 6004.3.1.1 amended - Quantities not exceeding the maximum allowable quantity per control area.

Section 6004.3.1.1 is amended to read:

6004.3.1.1 Quantities not exceeding the maximum allowable quantity per control area. The outdoor storage or use of highly toxic and toxic gases in amounts exceeding the threshold quantity per control area set forth in Table 5003.1.1(4) shall be in accordance with Sections 5001, 5003, 6001, 6004.1, and 6004.3.1.4 and 6004.3.1.5.

15.06.650 CFC Section 6004.3.1.4 added Quantities not exceeding the minimum threshold quantity per control area.

Section 6004.3.1.4 is added to read:

6004.3.1.4 Quantities not exceeding the minimum threshold quantity per control area. The outdoor storage or use of highly toxic, toxic and moderately toxic gases in amounts not exceeding the minimum threshold quantity per control area set forth in Table 6004.1 shall be in accordance with Sections 6001, 6004.1 and Chapter 50.

15.06.660 CFC Section 6004.3.1.5 added - Quantities exceeding the minimum threshold quantity per control area.

Section 6004.3.1.5 is added to read:

6004.3.1.5 Quantities exceeding the minimum threshold quantity per control area. The outdoor storage or use of highly toxic, toxic and moderately toxic gases in amounts exceeding the minimum threshold quantity per control area set forth in Table 6004.1 shall be in accordance with Sections 6001, 6004.1, 6004.3 and Chapter 50.

15.06.670 CFC Section 6004.3.2 amended - General outdoor requirements.

Section 6004.3.2 is amended to read:

6004.3.2 General outdoor requirements. The general requirements applicable to the outdoor storage and use of highly toxic, toxic and moderately toxic gases shall be in accordance with Sections 6004.3.2.1 through 6004.3.2.4.

Moderately toxic gases with an LC50 equal to or less than 3000 parts per million shall comply with the requirements for toxic gases in Sections 5001, 5003, 6001, 6004.1 and 6004.3.

Moderately toxic gases with an LC50 more than 3000 parts per million but not greater than 5000 parts per million and exceeding the maximum threshold quantity, as determined by 6004.1.6, shall comply with the requirements for toxic gases in Sections 5001, 5003, 6001, 6004.1 and 6004.3.2.1 through 6004.3.2.4.

Moderately toxic gases shall not be considered as toxic gases for maximum allowable quantities determinations under Table 5003.1.1(2).

15.06.680 CFC Section 6004.3.3 amended - Outdoor storage weather protection for portable tanks and cylinders.

Section 6004.3.3 is amended to read:

6004.3.3 Outdoor storage weather protection for portable tanks and cylinders. Weather protection in accordance with Section 5004.13 shall be provided for portable tanks and cylinders located outdoors and not within gas cabinets or exhausted enclosures. The storage area shall be equipped with an approved automatic sprinkler system in accordance with Section 5004.5.

Delete Exceptions.

Chapter 15.08
ELECTRICAL CODE

Sections:

15.08.010 Title for citation.
15.08.020 Documents adopted by reference.
15.08.030 Amendments to the National Electrical Code.
15.08.040 Connection to energy source - Conditions.
15.08.050 Article 210.12 amended – Arc-Fault Circuit-Interrupter Protection

15.08.010 Title for citation.

This chapter shall be known as the "electrical code," may be cited as such and will be referred to in this chapter as "this code."

15.08.020 Documents adopted by reference.

The National Electrical Code, 2023 Edition, as amended and set forth in the California Building Standards Code, Title 24 of the California Code of Regulations, published by the National Fire Protection Association is hereby adopted.

15.08.030 Amendments to the National Electrical Code.

The National Electrical Code adopted by reference is amended by the following additions, deletions and amendments thereto as set forth in this chapter. Reference numbers herein are taken from the 2025 California Electrical Code, Title 24 of the California Code of Regulations.

15.08.040 Connection to energy source - Conditions.

A. It is unlawful for any person, firm or corporation to make connection from a source of electrical energy or to supply electrical service to any electrical wiring or equipment, for the installation of which a permit is required, unless authorized by the building official.
B. When the electrical wiring and equipment is found to be in conformity with the provisions of this code, the building official shall indicate such approval by signing and dating the permit card and, if the building or premises containing the electrical installation has been approved by the building official for occupancy, the building official shall notify the serving electrical utility of such approval and shall authorize the connection of the installation to the source of supply.

C. When a building has not been approved for occupancy, the building official may authorize temporary connection of approved electrical installation, or portions thereof, to a source of energy for purposes of testing equipment, providing light to facilitate completion of such building, or similar purposes, provided the owner has filed a statement with the building official certifying that the building will not be occupied for purposes other than doing work necessary to complete the building.

15.08.050 Article 210.12 amended – Arc-Fault Circuit-Interrupter Protection

Article 210.12 is amended to read:

Arc-fault circuit-interrupter (AFCI) protection shall be installed in accordance with 210.12(B) through (E) by any of the means described in 210.12 (A)(1) through (A)(6). The AFCI shall be listed and installed in a readily accessible location. The requirements of Article 210.12 shall apply to panelboard changeouts.

Chapter 15.10
MECHANICAL CODE

Sections:

15.10.010 Title for citation.
15.10.020 Document adopted by reference.
15.10.030 Amendments to Uniform Mechanical Code
15.02.040 CMC Chapter 1, Division II Scope And Administration Section 104.4.6 deleted - Retention of Plans.
15.02.050 CMC Chapter 1, Division II Scope And Administration Section 104.5
15.02.060 amended - Fees. CMG Chapter 1, Division II Administration Section 106.3 amended - Penalties.
15.02.070 CMC Chapter 1, Division II Scope And Administration Section 107.0 deleted - Board of Appeals.

15.10.010 Title for citation.

This chapter shall be known as the "mechanical code," may be cited as such and will be referred to in this chapter as "this code."

15.10.020 Document adopted by reference.

The Uniform Mechanical Code, 2024 Edition, as amended and set forth in the California Building Standards Code, Title 24 of the California Code of Regulations, published by the International Association of Plumbing and Mechanical Officials together with Chapter 1 Division II, Administration is hereby adopted.

15.02.030 Amendments to Uniform Mechanical Code.

The Uniform Mechanical Code (UMC) adopted in this chapter by reference is amended by the following additions, deletions and amendments thereto as set forth in this chapter. Reference numbers herein are taken from the 2025 California Mechanical Code (CMC).

15.02.040 CMC Chapter 1, Division II Scope And Administration Section 104.4.6 deleted - Retention of Plans.

Section 104.4.6 Retention of Plans is hereby deleted.

15.02.050 CMC Chapter 1, Division II Scope And Administration Section 104.5 amended - Fees.

Section 104.5 Fees is amended to read:

Fees are to be set by resolution of the Livermore City Council.

15.02.060 CMC Chapter 1, Division II Scope And Administration Section 106.3 amended - Penalties.

Section 106.3 Penalties is amended to read:

Any person, firm, or corporation violating a provision of this code shall be subject to penalties prescribed in the Livermore Municipal Code Chapters 1.16 and 1.20.

15.02.070 CMC Chapter 1, Division II Scope And Administration Section 107.0 deleted - Board of Appeals.

Section 108.0 Board of Appeals is hereby deleted.

Chapter 15.12
PLUMBING CODE

Sections:

15.12.010 Title for citation.
15.12.020 Document adopted by reference.
15.12.030 Amendments to Uniform Plumbing Code.
15.12.040 CPC Chapter 1, Division II Scope And Administration Section 104.4.6 deleted - Retention of Plans
15.12.050 CPC Chapter 1, Division II Scope And Administration Section 104.5
15.12.060 amended - Fees. CPC Chapter 1, Division II Scope And Administration Section 106.3 amended - Penalties.
15.12.070 CPC Chapter 1, Division II Scope And Administration Section 107.0 deleted -Board of Appeals.
15.12.080 CPC Chapter 1, Division II Scope And Administration Section 108 added - Disconnection.
15.12.090 CPC Section 609.3 amended - Under Concrete Slab

15.12.010 Title for citation.

This chapter shall be known as the "plumbing code," may be cited as such and will be referred to in this chapter as "this code."

15.12.020 Document adopted by reference.

The Uniform Plumbing Code, 2024 Edition, as amended and set forth in the California Building Standards Code, Title 24 of the California Code of Regulations, published by the International Association of Plumbing and Mechanical Officials, is hereby adopted,-except as hereinafter amended in this chapter.

15.12.030 Amendments to Uniform Plumbing Code.

The Uniform Plumbing Code (UPC) adopted herein by reference is hereby amended by the following additional deletions and amendments thereto as set forth in this chapter. Reference numbers herein are taken from the 2025 California Plumbing Code, (CPC) Title 24 of the California Code of Regulations.

15.12.040 CPC Chapter 1, Division II Scope And Administration Section 104.4.6 deleted - Retention of Plans.

Section 104.4.6 Retention of Plans is hereby deleted.

15.12.050 CPC Chapter 1, Division II Scope And Administration Section 104.5 amended - Fees.

Section 104.5 Fees is amended to read:

Fees are to be set by resolution of the Livermore City Council.

15.12.060 CPC Chapter 1, Division II Scope And Administration Section 106.3 amended - Penalties.

Section 106.3 Penalties is amended to read:

Any person, firm, or corporation violating a provision of this code shall be subject to penalties prescribed in the Livermore Municipal Code Chapters 1.16 and 1.20.

15.12.070 CPC Chapter 1, Division II Scope And Administration Section 107.0 deleted - Board of Appeals.

Section 107.0 Board of Appeals is hereby deleted.

15.12.080 CPC Chapter 1, Division II Scope And Administration Section 108 added - Disconnection.

Section 108 Disconnection is added to read:

The building official is authorized to order discontinuance of utility service to any buildings or structure which has been declared by the building official to be unsafe to occupy. No person, firm or corporation shall reconnect or supply service to such building without first having received express authorization from the building official.

15.12.090 CPC Section 609.3 amended - Under Concrete Slab.

Section 609.3 is amended to read:

Water distribution systems shall not be installed under a concrete floor slab within a building.

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Chapter 15.14
RESIDENTIAL CODE

Sections:

15.14.010 Title for citation.
15.14.020 Document adopted by reference.
15.14.030 Amendments to International Residential Code.
15.14.040 CRC Chapter 1, Division ll amended - Title block.
15.14.050 CRC Chapter 1, Division ll, Section 101.1 amended - Title
15.14.060 CRC Chapter 1, Division II, Section R102 amended - Applicability
15.14.070 CRC Chapter 1, Division ll, Section 103 amended -Code Compliance Agency
15.14.080 CRC Chapter 1, Division II, Section R105 amended - Permits.
15.14.090 CRC Chapter 1, Division II, Section R107 deleted - Temporary Structures and Uses
15.14.100 CRC Chapter 1, Division II, Section R108 amended - Fees
15.14.110 CRC Chapter 1, Division ll, Section R110 amended - Certificate of Occupancy
15.14.120 CRC Chapter 1, Division ll, Section R112 deleted – Means of Appeals
15.14.130 CRC Chapter 1, Division ll, Section R113 amended - Violations
15.14.140 CRC Chapter 1, Division II, Section R114 amended – Stop Work Order
15.14.150 CRC Table R301.2 amended - Climatic and Geographic Design Criteria
15.14.160 CRC Section R403.1.3 amended - Footing and stem wall reinforcing in Seismic Design Categories D_0, D_1, D_2.
15.14.170 CRC Section R902.1 amended - Roofing Assemblies.

15.14.010 Title for citation.

This chapter shall be known as the "Residential Code," may be cited as such and will be referred to in this chapter as "this code."

15.14.020 Documents adopted by reference.

The International Residential Code, 2025 Edition, as amended and set forth in the California Building Standards Code, Title 24 of the California Code of Regulations, published by the International Code Council is hereby adopted together with Chapter 1 Division II, Administration.

15.14.030 Amendments to International Residential Code.

The International Residential Code adopted herein by reference is hereby amended by the following additional deletions and amendments thereto as set forth in this chapter. Reference numbers herein are taken from the 2025 California Residential Code (CRC), Title 24 of the California Code of Regulations.

15.14.040 CRC Chapter 1, Division II amended -Title block.

CRC Chapter 1, Division **II,** Title block shall be amended to read:

CHAPTER 1, DIVISION II

LIVERMORE RESIDENTIAL CODE ADMINISTRATIVE PROVISIONS

15.14.050 CRC Chapter 1, Division II, Section 101.1 amended - Title.

CRC Chapter 1, Division II, Section 101.1 is amended to read:

R101.1 Title. These provisions shall be known as the "Residential Code for One-and Two- family Dwellings of the "City of Livermore" and shall be cited as such and will be referred to hereinafter as "this code."

15.14.060 CRC Chapter 1, Division II, Section R102 amended - Applicability

R102.6 Existing Structures is amended to read:

The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the Livermore Property Maintenance Code or the Livermore Fire Code, or as deemed necessary by the building official for the general safety and welfare of the occupants and the public.

15.14.070 CRC Chapter 1, Division II, Section 103 amended – Code Compliance Agency.

CBC Chapter 1, Division II, Section 103 is amended to read:

SECTION 103

CODE COMPLIANCE AGENCY

R103.1 Creation of agency is amended to read:

The Building and Safety Division is hereby created and the official in charge thereof shall be known as the building official. The function of the Building and Safety Division shall be the implementation, administration and enforcement of the provisions of this code.

R103.2 Appointment is amended to read:

The building official shall be appointed by the city manager.

R103.3 Deputies is amended to read:

In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the building official shall have the authority to appoint related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the building official.

15.14.080 CRC Chapter 1, Division II, Section R105 amended - Permits.

R105.2 Work exempt from permits is amended to read:

Delete all reference to Electrical, Gas, Mechanical, and Plumbing repairs, appliances and fixtures. These items are addressed in the Livermore Electrical, Mechanical and Plumbing Codes.

Delete:

The stopping of leaks in drains, water, soil, waste or vent pipe; provided, however that if any concealed trap, drainpipe, water, soil, waste or vent pipe becomes defective, and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.

The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement of valves, pipes or fixtures.

R105.2.1 Emergency repairs is deleted.

R105.2.2 Repairs is deleted.

15.14.090 CRC Chapter 1, Division II, Section R107 deleted - Temporary Structures And Uses

R107 Temporary Structures And Uses is deleted.

15.14.100 CRC Chapter 1, Division II, Section R108 amended - Fees

R108 Fees is amended to read:

Fees are to be set by resolution of the Livermore City Council.

15.14.110 CRC Chapter 1, Division II, Section R110 amended- Certificate of Occupancy

R110.1 Use and change of occupancy is amended to read:

Newly constructed one or two family dwellings shall not be used or occupied until the building official has issued a certificate of occupancy therefore provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction.

15.14.120 CRC Chapter 1, Division II, Section R112 deleted – Means of Appeals

R112 Board of Appeals is deleted.

15.14.130 CRC Chapter 1, Division II, Section R113 amended – Violations

R113.2 Notice of violation is deleted.

R113.2 Prosecution of violation is deleted.

R113.4 Violation penalties is amended to read:

Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code shall be subject to penalties prescribed in the Livermore Municipal Code Chapters 1.16 and 1.20.

15.14.140 CRC Chapter 1, Division II, Section R114 amended – Stop Work Order

R114.4 Failure to Comply is amended to read:

Any person who shall continue work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties prescribed in the Livermore Municipal Code Chapters 1.16 and 1.20.

15.14.150 CRC Table R301.2 amended- Climatic and Geographic Design Criteria

Table R301.2 is amended to read:

TABLE R301.2 CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

GROUND SNOW LOAD	WIND DESIGN		SEISMIC DESIGN CATEGORY	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP'	ICE BARRIER UNDERLAYMENT REQUIRED$_h$	FLOOD HAZARDS$_g$	AIR FREEZING INDEX;	MEAN ANNUAL TEMP$_j$
	Speed$_d$ (mph)	Topographic effects		Weathering$_a$	Frost line depth"	Termite					
0	85	No	D_0, D1, D2, E	Negligible	12 inches	Very Heavy	32°	no	See FIRM	2%	58.7

15.14.160 CRC Section R403.1.3 amended – Footing and stem wall reinforcing in Seismic Design Categories D_0, D_1, D_2.

Section R403.1.3 is amended to read:

R403.1.3 Seismic Reinforcing. Concrete footings located in Seismic Design Categories D0, 01 and 02, as established in Table R301.2, shall have minimum reinforcement of at least two continuous longitudinal reinforcing bars not smaller than No. 4 bars. Bottom reinforcement shall be located a minimum of 3 inches (76 mm) clear from the bottom of the footing.

In Seismic Design Categories D0, D1 and D2 where a grouted masonry stem wall is supported on a concrete footing and stem wall, a minimum of one No. 4 bar shall be installed at not more than 4 feet (1219 mm) on center. The vertical bar shall extend to 3 inches (76 mm) clear of the bottom of the footing and have a standard hook.

In Seismic Design Categories D0, D1 and D2 masonry stem walls without solid grout and vertical reinforcing are not permitted.

15.14.0170 CRC Section R902.1 amended – Roof Assemblies.

Section R902.1 is amended to read:

Roof coverings. Roofs shall be covered with materials as set forth in Sections R904 and R905. A minimum Class A or B roofing shall be installed in Livermore. Roofing shall be tested and listed in accordance with UL790 or ASTM E 108. Where required, the roof assembly shall be listed and identified as to class by an approved testing agency.

Chapter 15.26
GREEN BUILDING STANDARDS CODE

Sections:

15.26.010 Title for citation.
15.26.020 Document adopted by reference.
15.26.030 Amendments to California Green Building Standards Code.
15.26.040 GBSC Section 202 amended - Definitions
15.26.050 GBSC Section 304.1.2 added - Alternate methods.
15.26.060 GBSC Section 4.106.1 amended - General.
15.26.070 GSBC Section 4.106.4 amended - Electric vehicle (EV) charging for new construction.
15.26.080 GBSC section 4.106.4.1 amended- New one- and two-family dwellings and townhouses with attached private garages
15.26.090 GBSC section 4.106.4.2 amended-New multifamily dwellings, hotels and motels and new residential parking facilities
15.26.100 GBSC section 4.106.4.2.2 deleted – Multifamily dwellings
15.26.110 GBSC section 4.106.4.2.2.1 amended - Electric vehicle charging stations (EVCS)
15.26.120 GBSC section 4.106.4.2.2.1.2 deleted - Accessible electric vehicle charging station Spaces
15.26.130 GBSC section 4.106.4.2.5 deleted - Electric vehicle ready space signage
15.26.140 GBSC section 4.106.4.2.6 deleted – Hotels and motels
15.26.150 GBSC section 4.106.4.4 amended - Bicycle parking
15.26.160 GBSC Section 4.106.5 added - All-electric buildings
15.26.170 GBSC Section 4.106.5.1 added - New construction
15.26.180 GBSC Section 4.106.5.2 added - Requirements for combustion equipment.
15.26.190 GSBC Section 5.106.5.3 amended - Electric vehicle (EV) charging.
15.26.200 GSBC Section 5.106.5.3.1 amended - EV capable spaces.
15.26.210 GSBC Section 5.106.5.3.2 amended - Electric vehicle charging stations (EVCS)
15.26.220 GSBC Section 5.106.5.3.3 amended - Use of automatic load management systems (ALMS).
15.26.230 GSBC Section 5.106.5.3.4 amended - Accessible electrical vehicle charging stations (EVCS)
15.26.240 GSBC Section 5.106.13 added - All-electric buildings.
15.26.250 GSBC Section 5.106.13.1. added - New construction.
15.26.260 GSBC Section 5.106.13.2. added - Requirements for combustion equipment.

15.26.010 Title for citation.

This chapter shall be known as the "Green Building Standards Code," may be cited as such and will be referred to in this chapter as "this code."

15.26.020 Documents adopted by reference.

The Green Building Standards Code, 2025 Edition, as set forth in the California Building Standards Code (GBSC), Title 24 of the California Code of Regulations, published by the State of California is hereby adopted.

15.26.030 Amendments to the California Green Building Standards Code.

The Green Building Standards Code adopted herein by reference is hereby amended by the following additions, deletions, and amendments thereto as set forth in this chapter.

15.26.040 GBSC Section 202 amended - Definitions.

Section 202 is amended to add, amend, or delete the following definitions:

Section 202 is amended to add the following definitions:

AFFORDABLE HOUSING. Residential buildings that entirely consist of units below market rate and whose rents or sales prices are governed by local agencies to be affordable based on area median income.

ALL-ELECTRIC BUILDING. A building that contains no combustion equipment or plumbing for combustion equipment serving space heating (including fireplaces), water heating (including pools and spas), cooking appliances (including barbeques), and clothes drying, within the building or building property lines, and instead uses electric heating appliances for service.

COMBUSTION EQUIPMENT. Any equipment or appliance used for space heating, water heating, cooking, clothes drying and/or lighting that uses fuel gas.

COMMERCIAL FOOD HEAT-PROCESSING EQUIPMENT. An equipment used in a food establishment for heat-processing food or utensils and that produces grease vapors, steam, fumes, smoke, or odors that are required to be removed through a local exhaust ventilation system, as defined in the California Mechanical Code.

ELECTRIC HEATING APPLIANCE. A device that produces heat energy to create a warm environment by the application of electric power to resistance elements, refrigerant compressors, or dissimilar material junctions, as defined in the California Mechanical Code.

FUEL GAS. A gas that is natural, manufactured, liquefied petroleum, or a mixture of these.

DIRECT CURRENT FAST CHARGING (DCFC). A parking space provided with electrical infrastructure that meets the following conditions:

i. A minimum of 48 kVa (480 volt, 100-ampere) capacity wiring.

ii. Electric vehicle supply equipment (EVSE) located within three (3) feet of the parking space providing a minimum capacity of 80-ampere.

LEVEL 2 EV CAPABLE. A parking space provided with electrical infrastructure that meets the following requirements:

i. Conduit that links a listed electrical panel with sufficient capacity to a junction box or receptacle located within three (3) feet of the parking space.

ii. The conduit shall be designed to accommodate at least 8.3 kVa (208/240 volt, 40-ampere) per parking space. Conduit shall have a minimum nominal trade size of 1 inch inside diameter and may be sized for multiple circuits as allowed by the California Electrical Code. Conduit shall be installed at a minimum in spaces that will be inaccessible after construction, either trenched underground or where penetrations to walls, floors, or other partitions would otherwise be required for future installation of branch circuits, and such additional elements deemed necessary by the Building Official. Construction documents shall indicate future completion of conduit from the panel to the parking space, via the installed inaccessible conduit.

iii. The electrical panel shall reserve a space for a 40-ampere overcurrent protective device space(s) for EV charging, labeled in the panel directory as "EV CAPABLE."

iv. Electrical load calculations shall demonstrate that the electrical panel service capacity and electrical system, including any on-site distribution transformer(s), have sufficient capacity to simultaneously charge all EVs at all required EV spaces at a minimum of 40 amperes.

v. The parking space shall contain signage with at least a 12" font adjacent to the parking space indicating the space is EV Capable.

LEVEL 1 EV READY. A parking space that is served by a complete electric circuit with the following requirements:

i. A minimum of 2.2 kVa (110/120 volt, 20-ampere) capacity wiring.

ii. A receptacle labeled "Electric Vehicle Outlet" or electric vehicle supply equipment located within three (3) feet of the parking space. If EVSE is provided the minimum capacity of the EVSE shall be 16-ampere.

iii. Conduit oversized to accommodate future Level 2 EV Ready (208/240 volt, 40-ampere) at each parking space.

LEVEL 2 EV READY. A parking space that is served by a complete electric circuit with the following requirements:

i. A minimum of 8.3 kVa (208/240 volt, 40-ampere) capacity wiring.
ii. A receptacle labeled "Electric Vehicle Outlet" or electric vehicle supply equipment located within three (3) feet of the parking space. If EVSE is provided the minimum capacity of the EVSE shall be 30-ampere.

LOW POWER LEVEL 2 EV READY. A parking space that is served by a complete electric circuit with the following requirements:

i. A minimum of 4.1 kVA (208/240 Volt, 20-ampere) capacity wiring.
ii. A receptacle labeled "Electric Vehicle Outlet" or electric vehicle supply equipment located within three (3) feet of the parking space. If EVSE is provided the minimum capacity of the EVSE shall be 16-ampere.
iii. Conduit oversized to accommodate future Level 2 EV Ready (208/240 volt, 40-ampere) at each parking space.

Section 202 is amended to amend the following definitions:

AUTOMATIC LOAD MANAGEMENT SYSTEM (ALMS). A control system designed to manage load across one or more electric vehicle supply equipment (EVSE), circuits, panels and to share electrical capacity and/or automatically manage power at each connection point. ALMS systems shall be designed to deliver no less than 3.3 kVa (208/240 volt, 16-ampere) to each EV Capable, EV Ready or EVCS space served by the ALMS, and meet the requirements of California Electrical Code Article 625. The connected amperage to the building site for the EV charging infrastructure shall not be lower than the required connected amperage per California Green Building Standards Code, Title 24 Part 11.

ELECTRIC VEHICLE CHARGING STATION (EVCS). A parking space that includes installation of electric vehicle supply equipment (EVSE) at an EV Ready space. An EVCS space may be used to satisfy EV Ready space requirements. EVSE shall be installed in accordance with the California Electrical Code, Article 625.

Section 202 is amended to delete the following definitions:

ELECTRIC VEHICLE (EV) READY SPACE. [HCD]

ELECTRIC VEHICLE (EV) CAPABLE SPACE.

LEVEL 2 ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE). [HCD]

LOW POWER LEVEL 2 ELECTRIC VEHICLE (EV) CHARGING RECEPTACLE. [HCD]

15.26.050 GBSC Section 304.1.2 added - Alternate methods.

Section 304.1.2 is added to read:

Alternate Methods. As an alternative to achieving compliance with the Green Building Standards Code requirements, a project may instead achieve compliance through; (i) the United States Green Building Council's Leadership in Energy and Environmental Design **(LEED),** (ii) Build It Green's Green Point Rating System; or (iii) another recognized and approved third party green building standards and rating system. Equivalency to the Green Building Standards Code shall be evaluated, detailed and certified by the design professional.

15.26.060 GBSC Section 4.106.1 amended - General.

Section 4.106.1 is amended to read:

General: Preservation and use of the available natural resources shall be accomplished through evaluation and careful planning to minimize negative effects on the site and adjacent areas. Preservation of slopes, management of storm water drainage and erosion controls shall comply with this section, and the provisions of the Stormwater Management and Control Program (Municipal Code chapter 13.45).

15.26.070 GSBC Section 4.106.4 amended - Electric vehicle (EV) charging for new construction.

Section 4.106.4 is amended to read:

New construction shall comply with Section 4.106.4.1 or 4.106.4.2 to facilitate future installation and use of EV chargers. Electric vehicle supply equipment (EVSE) shall be installed in accordance with the *California Electrical Code,* Article 625. Signage for EVCS and EV Ready spaces shall be identified by signage or pavement markings, in compliance with Caltrans Traffic Operations Policy Directive 13-01 (Zero Emission Vehicle Signs and Pavement Markings) or its successor(s).

Exceptions:

1. On a case-by-case basis, where the local enforcing agency has determined EV charging and infrastructure are not feasible based upon one or more of the following conditions:

1.1. Where there is no local utility power supply, or the local utility is unable to supply adequate power.

1.2. Where there is evidence suitable to the local enforcing agency substantiating that additional local utility infrastructure design requirements, directly related to the implementation of Section 4.106.4, may increase construction cost by an average of $4,500 per parking space for market rate housing or $400 per parking space for affordable housing. EV infrastructure shall be provided up to the level that would not exceed this cost for utility service.

2. Accessory Dwelling Units (ADU) and Junior Accessory Dwelling Units (JADU) without additional parking facilities.

3. Multifamily residential R-2 building projects that have approved entitlements before the code effective date.

15.26.080 GBSC section 4.106.4.1 amended- New one- and two-family dwellings and townhouses with attached private garages

Section 4.106.4.1 is amended to read:

One parking space provided per unit shall be a Level 2 EV Ready space. If a second parking space is provided, it shall be provided with a Level 2 EV Ready space.

Exception: Accessory Dwelling Units with new parking facilities shall provide one Level 2 EV Capable space.

Delete Exception and **sub-section 4.106.4.1.1 Identification**

15.26.090 GBSC section 4.106.4.2 amended- New multifamily dwellings, hotels and motels and new residential parking facilities

Section 4.106.4.2 is amended to read:

Fifteen percent (15%) of dwelling units with parking spaces shall be EVCS with Level 2 EV Ready. ALMS shall be permitted to reduce load when multiple vehicles are charging. Eighty-five percent (85%) of dwelling units with parking spaces shall be provided with a Low Power Level 2 EV Ready space. One DCFC may be substituted for up to five (5) EVCS to meet the requirements of 4.106.4.2.

EV Ready spaces and EVCS in multifamily developments shall comply with California Building Code, Chapter 11A, Section 1109A. EVCS shall comply with the accessibility provisions for EV chargers in the California Building Code, Chapter 11B.

15.26.100 GBSC section 4.106.4.2.2 deleted - Multifamily dwellings

Section 4.106.4.2.2 is deleted.

15.26.110 GBSC section 4.106.4.2.2.1 amended - Electric Vehicle Charging Stations (EVCS)

Section 4.106.2.2.1 is amended to read:

Electric vehicle charging stations required by Section 4.106.4.2 shall comply with Section 4.106.4.2.2.1.1.

Exception: Electric vehicle charging stations serving public accommodations, public housing, motels and hotels shall not be required to comply with this section. See California Building Code, Chapter 11B, for applicable requirements.

15.26.120 GBSC section 4.106.4.2.2.1.2 deleted - Accessible electric vehicle charging station Spaces

Section 4.106.4.2.2.1.2 is deleted.

15.26.130 GBSC section 4.106.4.2.5 deleted - Electric Vehicle Ready Space Signage

Section 4.106.4.2.5 is deleted.

15.26.140 GBSC section 4.106.4.2.6 deleted – Hotels and motels

Section 4.106.4.2.6 is deleted.

15.26.150 GBSC section 4.106.4.4 amended - Bicycle parking

Section 4.106.4.4 is amended to read:

Bicycle parking shall comply with Livermore Development Code (LDC) section LDC 4.04.030.

15.26.160 GBSC Section 4.106.5 added - All-electric buildings.

Section 4.106.5 is added to read:

New construction buildings shall comply with Section 4.106.5.1 or 4.106.5.2 so that they do not use *combustion equipment* or are ready to accommodate installation of *electric heating appliances.*

15.26.170 GBSC Section 4.106.5.1 added - New construction.

Section 4.106.5.1 is added to read:

New construction: All newly constructed buildings shall be *all-electric buildings.*

Building additions, alterations, repairs, and tenant improvements shall not be considered new construction. The final determination whether a project meets the definition of new construction shall be made by the local enforcing agency.

Exceptions:

1. Multifamily residential building projects that have approved entitlements before the effective date of this ordinance may install fuel gas for water heating systems serving multiple dwelling units. The applicant shall comply with Section 4.106.5.2.

2. Accessory Dwelling Units (ADUs) that are constructed on a lot with an existing residence that utilizes fuel gas.

3. If the applicant establishes that there is not an all-electric prescriptive compliance pathway for the building under the California Building Energy Efficiency Standards, and that the building is not able to achieve the performance compliance standard applicable to the building under the Energy Efficiency Standards using commercially available technology and an approved calculation method, then the local enforcing agency may grant a modification. The applicant shall comply with Section 4.106.5.2.

4. Non-combustion fuel cells that convert natural gas, biogas, or hydrogen to electricity on-site.

Inactive *Fuel Gas Infrastructure* may be extended to spaces that are anticipated to qualify for the exceptions contained in this chapter. The inactive *Fuel Gas Infrastructure* shall not be activated, have a meter installed, or otherwise used unless the exemptions specified in this chapter have been confirmed as part of the issuance of a building permit. If the *Fuel Gas Infrastructure* is no longer serving one of the exceptions contained in this chapter, it shall either be capped, otherwise terminated, or removed by the entity previously entitled to the exemption, in a manner pursuant to all applicable Codes.

The local enforcing agency shall have the authority to approve alternative materials, design and methods of construction or equipment per California Building Code Section 104.

15.26.180 GBSC Section 4.106.5.2 added - Requirements for combustion equipment.

Section 4.106.5.2 is added to read:

Where *combustion equipment* is allowed per Exceptions under 4.106.5.1, the construction drawings shall indicate electrical infrastructure and physical space accommodating the future installation of an *electrical heating appliance* in the following ways, as certified by a registered design professional or licensed electrical contractor:

1. Branch circuit wiring, electrically isolated and designed to serve all electrical heating appliances in accordance with manufacturer requirements and the California Electrical Code, including the appropriate voltage, phase, minimum amperage, and an electrical receptacle or junction box within five feet of the appliance that is accessible with no obstructions. Appropriately sized conduit may be installed in lieu of conductors; and

2. Labeling of both ends of the unused conductors or conduit shall be with "For Future Electrical Appliance"; and

3. Reserved circuit breakers in the electrical panel for each branch circuit, appropriately labeled (i.e. "Reserved for Future Electric Range"), and positioned on the opposite end of the panel supply conductor connection; and

4. Connected subpanels, panelboards, switchboards, busbars, and transformers shall be sized to serve the future electrical heating appliances. The electrical capacity requirements shall be adjusted for demand factors in accordance with the California Electric Code; and

5. Physical space for future electrical heating appliances, including equipment footprint, and if needed a pathway reserved for routing of ductwork to heat pump evaporator(s), shall be depicted on the construction drawings. The footprint necessary for future electrical heating appliances may overlap with non-structural partitions and with the location of currently designed combustion equipment.

15.26.190 GSBC Section 5.106.5.3 amended - Electric vehicle (EV) charging.

Section 5.106.5.3 is amended to read:

Construction to provide electric vehicle infrastructure and facilitate electric vehicle charging shall comply with Section 5.106.5.3 and shall be provided in accordance with regulations in the *California Building Code* and the *California Electrical Code.* Accessible EVCS shall be provided in accordance with the *California Building Code Chapter 11B Section 11B-228.3.* For EVCS signs, refer to Caltrans Traffic Operations Policy Directive 13-01 (Zero Emission Vehicle Signs and Pavement Markings) or its successor(s).

Exceptions:

1. On a case-by-case basis where the local enforcing agency has determined compliance with this section is not feasible based upon one of the following conditions:

    a. Where there is no local utility power supply.

    b. Where the local utility is unable to supply adequate power.

    c. Where there is evidence suitable to the local enforcement agency substantiating that additional local utility infrastructure design requirements, directly related to the implementation of Section 5.106.5.3, may increase construction cost by an average of $400 per parking space for non-profit organizations serving low-income, vulnerable, and/or underserved communities or $4,500 per parking space for all others. EV infrastructure shall be provided up to the level that would not exceed this cost for utility service.

2. Parking spaces accessible only by automated mechanical car parking systems are not required to comply with this code section.

15.26.200 GSBC Section 5.106.5.3.1 amended - EV capable spaces.

Section 5.106.5.3.1 is amended to read:

5.106.5.3.1 Nonresidential Occupancy Class B Offices, including mixed-class buildings that include Occupancy Class B Office space - Shared Parking Space.

Twenty percent (20%) of parking spaces shall be EVCS with Level 2 EV Ready. ALMS shall be permitted to reduce load when multiple vehicles are charging. Thirty percent (30%) of parking spaces provided shall be Level 2 EV Capable.

Delete table 5.106.5.3.1

15.26.210 GSBC Section 5.106.5.3.2 amended - Electric vehicle charging stations (EVCS)

Section 5.106.5.3.2 is amended to read:

5.106.5.3.2 Hotel and Motel Occupancies - Shared Parking Facilities.

New Construction. Five percent (5%) of parking spaces provided shall be EVCS with Level 2 EV Ready. ALMS shall be permitted to reduce load when multiple vehicles are charging. Twenty-five percent (25%) of parking spaces provided shall be Low Power Level 2 EV Ready space. Ten percent (10%) of parking spaces provided shall be Level 2 EV Capable.

15.26.220 GSBC Section 5.106.5.3.3 amended - Use of automatic load management systems (ALMS).

Section 5.106.5.3.3 is amended to read:

5.106.5.3.3 All Other Nonresidential Occupancies - Shared Parking Facilities.

New Construction. Ten percent (10%) of parking spaces provided shall be EVCS with Level 2 EV Ready. ALMS shall be permitted to reduce load when multiple vehicles are charging. Ten percent (10%) of parking spaces provided shall be Level 2 EV Capable.

15.26.230 GSBC Section 5.106.5.3.4 amended - Accessible electrical vehicle charging stations (EVCS).

Section 5.106.5.3.4 is amended to read:

5.106.5.3.4 Direct current fast charging stations. One DCFC may be substituted for up to five (5) EVCS to meet the requirements of 5.106.5.3.1, 5.106.5.3.2, and

5.106.5.3.3. Where ALMS serve DCFC stations, the power demand from the DCFC shall be prioritized above Level 1 and Level 2 spaces.

15.26.240 GSBC Section 5.106.13 added - All-Electric Buildings.

Section 5.106.13 is added to read:

5.106.13 All-electric buildings. New construction buildings shall comply with Section 5.106.13.1 or 5.106.13.2 so that they do not use *combustion equipment* or are ready to facilitate future electrification.

15.26.250 GSBC Section 5.106.13.1. added - New construction.

Section 5.106.13.1 is added to read:

New construction: All newly constructed buildings shall be all-electric buildings.

Building additions, alterations, repairs, and tenant improvements shall not be considered new construction. The final determination whether a project meets the definition of new construction shall be made by the local enforcing agency.

Exceptions:

1. Nonresidential buildings containing kitchens located in a place of public accommodation, as defined in the California Building Code Chapter 2, may apply to the local enforcing agency for a modification to install *commercial food heat-processing equipment* served by *fuel* gas. The local enforcing agency may grant the modification if they find:
    a. A business-related need to cook with *combustion equipment;* and
    b. The need cannot be achieved equivalently with an *electric heating appliance;* and
    c. The applicant has installed energy efficient equipment based on Energy Star or California Energy Wise qualifications, as available.
    d. The applicant shall comply with Section 5.106.13.2.

2. Laboratories, as defined in the California Building Code Chapter 2, may apply to the local enforcing agency for a modification to install *combustion equipment* served by *fuel* gas. The local enforcing agency may grant the modification if they find:
    e. A business, research, or educational-related need to use *combustion equipment;* and
    f. The need cannot be achieved equivalently with an *electric heating appliance;* and
    g. The applicant has installed energy efficient equipment based on Energy Star or California Energy Wise qualifications, as available.
    h. The applicant shall comply with Section 5.106.13.2.

3. Hotels and motels with eighty or more guestrooms may utilize *fuel gas* in on-site commercial clothes drying equipment. The applicant shall comply with Section 5.106.13.2.

4. If the applicant establishes that there is not an all-electric prescriptive compliance pathway for the building under the California Building Energy Efficiency Standards, and that the building is not able to achieve the performance compliance standard applicable to the building under the Energy Efficiency Standards using commercially available technology and an approved calculation method, then the local enforcing agency may grant a modification. The applicant shall comply with Section 5.106.13.2.

5. Non-combustion fuel cells that convert natural gas, biogas, or hydrogen to electricity on-site.

Inactive *Fuel Gas Infrastructure* may be extended to spaces that are anticipated to qualify for the exceptions contained in this chapter. The inactive *Fuel Gas Infrastructure* shall not be activated, have a meter installed, or otherwise used unless the exemptions specified in this chapter have been confirmed as part of the issuance of a building permit. If the *Fuel Gas Infrastructure* is no longer serving one of the exceptions contained in this chapter, it shall either be capped, otherwise terminated, or removed by the entity previously entitled to the exemption, in a manner pursuant to all applicable Codes.

The local enforcing agency shall have the authority to approve alternative materials, design and methods of construction or equipment per California Building Code Section 104.

15.26.260 GSBC Section 5.106.13.2. added - Requirements for combustion equipment.

Section 5.106.13.2 is added to read:

Where *combustion equipment* is allowed per exceptions under Section 5.106.13.1, the construction drawings shall indicate electrical infrastructure and physical space accommodating the future installation of an *electrical heating appliance* in the following ways, as certified by a registered design professional or licensed electrical contractor:

1. Branch circuit wiring, electrically isolated and designed to serve all electrical heating appliances in accordance with manufacturer requirements and the California Electrical Code, including the appropriate voltage, phase, minimum amperage, and an electrical receptacle or junction box within five feet of the appliance that is accessible with no obstructions. Appropriately sized conduit may be installed in lieu of conductors; and

2. Labeling of both ends of the unused conductors or conduit shall be with "For Future Electrical Appliance"; and

3. Reserved circuit breakers in the electrical panel for each branch circuit, appropriately labeled (i.e "Reserved for Future Electric Range"), and positioned on the opposite end of the panel supply conductor connection; and

4. Connected subpanels, panelboards, switchboards, busbars, and transformers shall be sized to serve the future electrical heating appliances. The electrical capacity requirements shall be adjusted for demand factors in accordance with the California Electric Code; and

5. Physical space for future electrical heating appliances, including equipment footprint, and if needed a pathway reserved for routing of ductwork to heat pump evaporator(s), shall be depicted on the construction drawings. The footprint necessary for future electrical heating appliances may overlap with non-structural partitions and with the location of currently designed combustion equipment.

EXHIBIT I

Chapter 15.92
SWIMMING POOL AND SPA CODE

Sections:

15.55.010	Title for Citation
15.92.020	Documents adopted by reference.
15.92.030	Amendments to International Swimming Pool and Spa Code
15.92.040	ISPSC Chapter 1 amended - Scope and Administration
15.92.050	ISPSC Chapter 3 amended - General Compliance
15.92.060	ISPSC Chapter 4 amended - Public Swimming Pools
15.92.070	ISPSC Chapter 5 amended - Public Spas and Public Exercise Spas
15.92.080	ISPSC Chapter 6 amended - Aquatic Recreation Facilities
15.92.090	ISPSC Chapter 7 amended - Onground Storable Residential Swimming Pools
15.92.100	ISPSC Chapter 8 amended - Permanent Inground Residential Swimming Pools

15.92.010 Title for citation

These regulations shall be known as the "Livermore Swimming Pool and Spa Code," hereinafter referred to as "this code."

15.92.020 Documents adopted by reference.

The Swimming Pool and Spa Code, 2024 Edition published by the International Code Council is hereby adopted. Where this chapter is inconsistent with state law then in that instance the provisions of the state law shall prevail.

15.92.030 Amendments to International Swimming Pool and Spa Code.

The International Swimming Pool and Spa Code (ISPSC) adopted in this chapter by reference is amended by the following additions, deletions and amendments thereto as set forth in this chapter.

15.92.040 ISPSC Chapter 1 amended - Scope and Administration

Chapter 1 is deleted in its entirety and replaced by chapter 1, Division II - Livermore Building Code Administrative Provisions as amended by the Livermore Building Code.

15.92.050 ISPSC Chapter 3 amended – General Compliance

Chapter 3 is amended as follows:

Section 302.1 is amended to read:

302.1 Electrical. Electrical requirements for aquatic facilities shall be in accordance with the California Electrical Code.

> **Exception:** Internal wiring for portable residential spas and portable residential exercise spas.

Section 302.2 is amended to read:

302.2 Water Service and drainage. Piping and fittings used for water service, makeup and drainage piping for pools and spas shall comply with the California Plumbing Code. Fittings shall be approved for installation with the piping installed.

Section 302.5 is amended to read:

302.5 Backflow protection. Water supplies for pools and spas shall be protected against backflow in accordance with the California Plumbing Code.

Section 302.6 is amended to read:

302.6 Wastewater discharge. Where wastewater from pools or spas, such as backwash water from filters and water from deck drains discharge to a building drainage system, the connection shall be through an airgap in accordance with the California Plumbing Code.

Section 303 is amended to read:

303.1 Energy. All pool and spa energy consumption shall meet the requirements in the current California Energy Efficiency Standards.

Section 304.2 is amended to read:

304.2 Determination of impacts based on location. Pools and spas located in flood hazard areas indicated within the City of Livermore shall comply with 304.2.1 or 304.2.2.

Section 305.1 is amended to read:

305.1 General. The provisions of this section and the California Building Code shall apply to the design of barriers for restricting entry into areas having pools and spas. Where spas or hot tubs are equipped with lockable safety cover complying with ASTM F1346 and swimming pools are equipped with a powered safety cover that complies ASTM F1346, the areas where those spas, hot tubs or pools are located shall not be required to comply with Sections 305.2 through 305.7.

Section 305.2.1 is amended to read:

305.2.1 Barrier height and clearances. Barrier heights and clearances shall be in accordance with all of the following:

1. The top of the barrier shall be not less than 60 inches (1524 mm) above grade where measured on the side of the barrier that faces away from the pool or spa. Such height shall exist around the entire perimeter of the barrier and for a distance of 3 feet measured horizontally from the outside of the required barrier.

2. The vertical clearance between grade and the bottom of the barrier shall not exceed 2 inches (51 mm) for grade surfaces that are not solid, such as grass or gravel, where measured on the side of the barrier that faces away from the pool or spa.

3. The vertical clearance between a surface below the barrier to a solid surface, such as concrete, and the bottom of the required barrier shall not exceed 4 inches (102 mm) where measured on the side of the required barrier that faces away from the pool or spa.

4. Where the top of the pool or spa structure is above grade, the barrier shall be installed on grade or shall be mounted between the top of the pool or spa and the bottom of the barrier shall not exceed 4 inches (102 mm).

Section 305.3.3 is amended to read:

305.3.3 Latch release. For doors and gates in barriers, the door and gate latch release mechanisms shall be in accordance with the following:

Pools and spas at single-family homes shall comply with the California Building Code Section 3109. Public Pools and spas as defined in the California Building Code Section 31B shall comply with the California Building Code Section 3119B.

Section 305.4 is amended to read:

305.4 Structure wall as a barrier. Where a wall of a dwelling or structure serves as a part of a barrier and where doors or gates provide direct access to the pool or spa through that wall, one of the following shall be required:

1. Doors and gates shall have an alarm that produces an audible warning when the window, door or their screens are opened. The alarm shall be listed and labeled as a water hazard entrance alarm in accordance with UL 2017.

2. In dwelling units <u>not</u> required to be Accessible units as required by California Building Code - Chapter 11A, the operable parts of the alarm deactivation

switches shall be located at not less than 54 inches (1372 mm) above the finished floor.

3. In dwellings that are required to be Accessible units as required by California Building Code - Chapter 11A, the operable parts shall be located not greater than 54 inches (1372 mm) and not less than 48 inches (1219 mm) above the finished floor.

4. In structures other than dwellings, the operable parts of the alarm deactivation switches shall be located not greater than 54 inches (1372 mm) and not less than 48 inches (1220 mm) above the finished floor.

5. A safety cover that is listed and labeled in accordance with ASTM F1346 is installed for the pools and spa.

6. An approved means of protection, such as a self -closing doors with self-latching devices, is provided. Such means of protection shall provide a degree of protection that is not less than the protection afforded by items 1 or 2.

Section 305.5 numbers 1 and 2 are amended to read:

305.5 Onground residential pool structure as a barrier

1. Where only the pool wall serves as the barrier, the bottom of the wall is on grade, the top of the wall is not less than 60 inches (1219mm) above grade for the entire perimeter of the pool, the wall complies with the requirements of section 305.2, and the pool manufacturer allows the wall to serve as the barrier.

2. Where a barrier is mounted on top of the pool wall, the top of the barrier is not less than 60 inches (1219 mm) above grade for the entire perimeter of the pool, and the wall and the barrier on top of the wall comply with the requirement of Section 305.2.

305.8 is amended to read:

305.8 Means of egress. Outdoor public pools provided with barriers shall have means of egress as required by Chapter 10 of the California Building Code.

Section 306.1 is amended to read:

306.1 General. The structural design and installation of decks around pools and spas shall be in accordance with the California Building Code or the California Residential Code, as applicable.

Section 306.9.1 is amended to read:

306.9.1 Hose bibbs. Hose bibbs shall be provided for rinsing down the entire deck and shall be installed in accordance with the California Plumbing Code and shall be located not greater than 150 feet (45,720 mm) apart. Water-powered devices, such as water-powered lifts, shall have a dedicated hose bibb water source.

> **Exception:** Residential pools and spas shall not be required to have hose bibbs located at 150-foot (45,720 mm) intervals, nor have a dedicated hose bibb for water-powered devices.

Section 307.1.1 is amended to read:

307.1.1 Glazing in hazardous locations. Hazardous locations shall be as defined in the California Building Code or the California Residential Code, as applicable. Where glazing is determined to be in a hazardous location, the requirements for the glazing shall be in accordance with those codes, as applicable.

Section 307.1.4 is amended to read:

307.1.4 Roofs or canopies. Roofs or canopies over pools and spas shall be in accordance with the California Building Code or California Residential Code as applicable and shall be constructed so as to prevent water runoff into the pool or spa.

Section 307.1.5 is amended to read:

307.1.5 Accessibility. An accessible route to and into public pools and spas shall be provided in accordance with the California Building Code.

Section 307.2.2 is amended to read:

307.2.2 Materials and structural design. Pools and spas shall conform to one or more of the standards indicated in Table 307.2.2. The structural design of pools and spas shall be in accordance with the California Building Code.

15.92.060 ISPSC Chapter 4 amended - Public Swimming Pool.

Chapter 4 is amended as follows:

Chapter 4 is deleted in its entirety and is amended to read as shown in Chapter 31B of the California Building Code.

15.92.070 ISPSC Chapter 5 amended - Public Spas and Public Exercise Spas.

Chapter 5 is amended as follows:

Chapter 5 is deleted in its entirety and is amended to read as shown in Chapter 31B of the California Building Code.

15.92.080 ISPSC Chapter 6 amended - Aquatic Recreation Facilities.

Chapter 6 is amended as follows:

Chapter 6 is deleted in its entirety and is amended to read as shown in Chapter 31B of the California Building Code.

15.92.090 ISPSC Chapter 7 amended - Onground Storable Residential Swimming Pools.

Chapter 7 is amended as follows:

Section 703.1 is amended to read:

703.1 General. Decks provided by the pool manufacturer shall be installed in accordance with the manufacturer's instructions. Decks fabricated on-site shall be in accordance with the California Residential Code.

15.92.100 ISPSC Chapter 8 amended - Permanent Inground Residential Swimming Pools.

Chapter 8 is amended as follows:

Section 802.1 is amended to read:

802.1 Materials of components and accessories. The materials of components and accessories used for permanent inground residential swimming pools shall be suitable for the environment in which they are installed. The materials shall be capable of fulfilling the design, installation and the intended use requirements in the California Residential Code.

Section 802.2 is amended to read:

802.2 Structural Design. The structural design and materials shall be in accordance with the C*alifornia Residential Code*.

Chapter 15.94
Wildland-Urban Interface Code

Section

15.94.010 CWUIC Chapter 1, Division II, amended - Title
15.94.020 Amendments to the International Fire Code
15.94.030 CWUIC Chapter 1, Division II, amended - Creation of agency

15.94.010 CWUIC Chapter 1, Division II, amended – Title

Section 101.1 is amended to read:

Title. These regulations shall be known as the California Wildland-Urban Interface Code of the City of Livermore, hereinafter referred to as “this code.”

15.94.020 Amendments to the International Fire Code

The 2024 International Wildland-Urban Interface Code (IWUIC) adopted in this chapter by reference is amended by the following additions, deletions and amendments thereto as set forth in this chapter. Reference numbers herein are taken from the 2025 California Wildland-Urban Interface Code.

15.94.030 CWUIC Chapter 1, Division II, amended - Creation of agency

Section 103.1 is amended to read:

103.1 Creation of agency. The Livermore-Pleasanton Fire Department is hereby created and the official in charge thereof shall be known as the fire code official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

Notable Amendments

The proposed changes to the California Building Standards Code are justified by unique local climatic, topographical, geological, and environmental conditions, as detailed in the ordinance. Notable examples of these amendments include:

Building Code:

- Roof covering shall be fire retardant minimum Class B or higher for all buildings regardless of type of construction.
- Structures assigned to Seismic Design Category C, D, E or F shall not have elements of structural plain concrete. Some exceptions apply.

Plumbing Code:

- Water distribution systems shall not be installed under a concrete floor slab within a building.

Fire Code:

- Storage of flammable and combustible liquids and flammable gases at Group R occupancies are limited as follows:

    12.1. Outside storage of flammable liquids (including gasoline) is limited to 30 gallons.

    12.2. Outside storage of combustible liquids (including diesel and kerosene) is limited to 55 gallons.

- NFPA 13D sprinkler systems: Automatic sprinkler systems installed in one- and two-family dwellings, Group R-3, Group R-4, Condition 1, and townhouses shall be permitted to be installed throughout in accordance with NFPA 13D.

- In addition to the provisions of NFPA 13D, sprinklers shall be installed in the following additional locations:
    - Attic shall be provided with intermediate temperature-rated residential fire sprinklers for detection coverage and located at a spacing equivalent to 30 feet by 30 feet centers and maximum of 15 feet from outside walls.
    - Fire sprinklers shall be provided in garages.
    - Fire sprinklers shall be intermediate rated, quick response, with a maximum coverage of 130 square feet per sprinkler.
    - Any bathroom located under a stairway, regardless of the bathroom's size.
    - Any closet located under a stairway regardless of the closet's size or surfacing materials.

Green Code:

- Residential Buildings: Eighty-five percent (85%) of dwelling units with parking spaces shall be provided with a Low Power Level 2 Electric Vehicle (EV) ready space. Fifteen percent (15%) of dwelling units with parking spaces shall be Level 2 EV ready. ALMS shall be permitted to reduce load when multiple vehicles are charging. Up to five (5) Level 2 EV charging spots may be substituted for one fast EV charger to meet the requirements of 4.106.4.2.

- Nonresidential Occupancy: Class B Offices, including mixed-class buildings that include Occupancy Class B Office space - Shared Parking Space: Twenty percent (20%) of parking spaces shall be Level 2 EV Ready. Thirty percent (30%) of parking spaces provided shall be Level 2 EV Capable. “EV capable” refers to providing the necessary infrastructure, such as installed conduits and reserved panel capacity to support the future installation of EV chargers, making the process easier and more cost-effective.

- Hotel and Motel Occupancies: Shared Parking Facilities: Five percent (5%) of parking spaces provided shall be Level 2 EV Ready. Twenty-five percent (25%) of parking spaces provided shall be Low Power Level 2 EV Ready. Ten percent (10%) of parking spaces provided shall be Level 2 EV Capable.

- All Other Nonresidential Occupancies: Shared Parking Facilities: Ten percent (10%) of parking spaces provided shall be Level 2 EV Ready. Ten percent (10%) of parking spaces provided shall be Level 2 EV Capable.

- All newly constructed buildings shall be *all-electric buildings.* Building additions, alterations, repairs, and tenant improvements shall not be considered new construction. Exceptions include:

    1. Accessory Dwelling Units (ADUs) that are constructed on a lot with an existing residence that utilizes fuel gas.
    2. If the applicant establishes that there is not an all-electric prescriptive compliance pathway for the building under the California Building Energy Efficiency Standards, then the local enforcing agency may grant a modification. The applicant shall comply with Section 4.106.5.2.
    3. Non-combustion fuel cells that convert natural gas, biogas, or hydrogen to electricity on-site.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 7.2**

DATE: October 13, 2025

TO: Honorable Mayor and City Council

FROM: Aaron Lacey, Interim Fire Chief

SUBJECT: Hearing to receive and consider protests related to the annual fire hazard abatement program and confirm the 2025 Weed Abatement Program 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 2025 weed abatement assessments and direct staff to file a certified copy of the assessment report with the County Auditor.

DECISION TYPE

Legislative

SUMMARY

The Fire Department conducted weed abatement on two (2) parcels in July 2025. As a result, a significant fire hazard in the city has been reduced. The abated parcels are listed in Exhibit A to the resolution.

DISCUSSION

Inspectors surveyed the parcels for compliance after the deadline date of May 31, 2025. 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 12, 2025.

FISCAL AND ADMINISTRATIVE IMPACTS

The total cost of weed abatement work was $2,491.50, which includes administrative costs incurred by the City based on Resolution No. 2025-062A, 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.

The Alameda County Assessor's Office was unable to levy the Fiscal Year (FY) 2024–25 abatement cost of $2,636.70 against Parcel APN 098-0350-054-00 due to the parcel's $0 assessed valuation and the absence of a FY 2025–26 tax bill. Consequently, the abatement fees and costs for FY 2024–25 ($2,636.70) and FY 2025–26 ($1,699.50) are deemed unrecoverable. All future abatement fees and costs associated with this parcel shall continue to be borne by the City of Livermore pursuant to its contract with Alfresco Landscape for abatement services.

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 - 2025 Weed Abatement Assessments

Prepared by: Shiffon Smith
Administrative Assistant

Approved by:

Marianna A. Burch
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. 2025-032 and 2025-062A to abate fire hazards**.**

On March 10, 2025, the City Council passed and adopted Resolution No. 2025-032 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 14, 2025, the City Council adopted Resolution No**.** 2025-062A 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 October 13, 2025.

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

1. All protests or objections of the property owners, if any, have been overruled by motion.

2. The weed abatement assessments identified in the attached Exhibit A are hereby confirmed, as submitted; and

3. The cost of abating weeds for each property, including the administrative costs, shall become an assessment on the property for the unpaid invoiced amount and placed on the County tax roll.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 13, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Daniel Gonzales
Daniel Gonzales
Deputy City Attorney

Exhibit A – List of Parcels & Property Owners

EXHIBIT A

Notice of Public Hearing October 13, 2025

Weed Abatement Assessments

The City Council will conduct a public hearing to consider and rule on protests on October 13, 2025 at 7:00 p.m. If you have any questions or need assistance prior to the meeting, contact the Livermore-Pleasanton Fire Department at 925-454-2366.

Parcel #	Property Address	Owner(s)	Mailing Address	Cost of Work	Admin Fee	Total Due
098 029800500	659 Andrews St	Don Sabin	2415 Olivera Rd, Concord, CA 94520-1678	480.00	312.00	792.00
098 035005400	Marylin Ave	Kenneth A TR Kremer	22093 Redwood Rd Castro Valley, CA 94546	1,030.00	669.50	1,699.50
			Total	**1,510.00**	**981.50**	**2,491.50**

The real property described in Resolution No. 2025-062A 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. 2025-062A 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: October 13, 2025

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Supplemental materials received prior to the meeting.

RECOMMENDED ACTION

DECISION TYPE

Not Applicable

SUMMARY

These materials were posted online and made available to the public at the same time that they were distributed to the City Council.

4.1	Confirm Advisory Body appointments to the Historic Preservation Commission and the Human Services Commission and direct the City Clerk to administer the oath of office. Material: PowerPoint Presentation
7.1	Adoption of an ordinance amending and revising the Building Code, Property Maintenance Code, Fire Code, Electrical Code, Mechanical Code, Plumbing Code, Residential Code, Swimming Pool and Spa Code, Wildland Urban Interface Code, and the Green Building Standards Codes in the City's Municipal Code, to adopt by reference and amend the 2025 California Building Standards Code and the codes set forth therein. No amendments are proposed to the California Residential Code or other codes currently governing residential structures. All provisions related to residential construction remain substantially similar to current regulations, with only editorial revisions that do not affect regulatory requirements. Material: PowerPoint Presentation

7.2	Hearing to receive and consider protests related to the annual fire hazard abatement program and confirm the 2025 Weed Abatement Program assessments for collection on the County Assessor tax roll. Material: PowerPoint Presentation
9.0	Council Committee Reports and Matters Initiated by City Manager, City Attorney, Staff, and Council Members. Material: Council Reports

DISCUSSION

ATTACHMENTS

1. Supplemental Materials

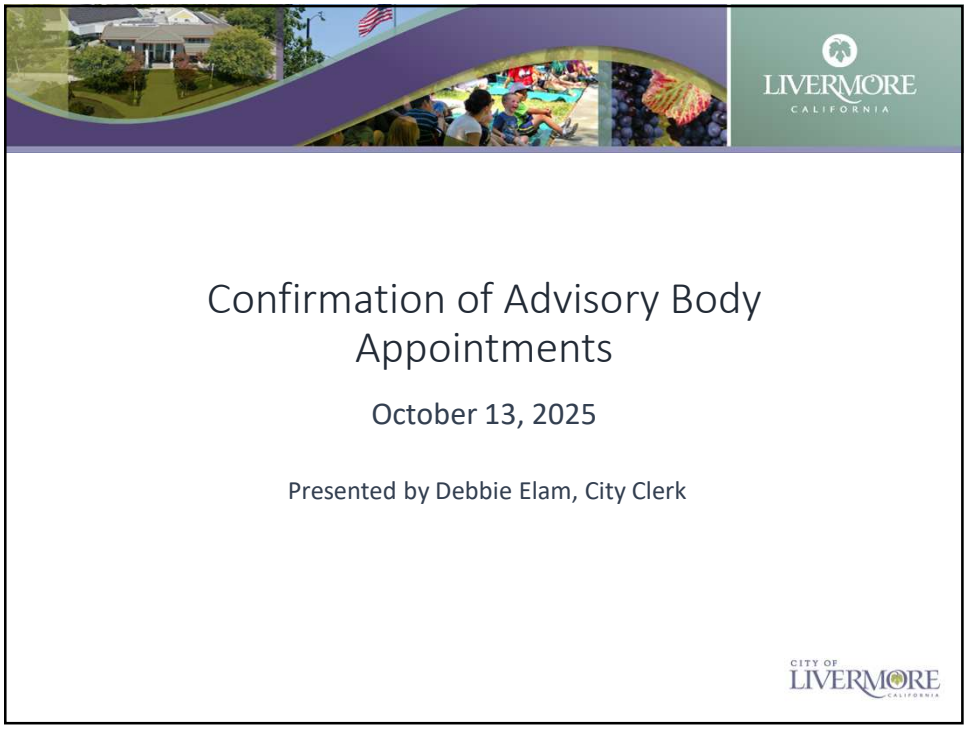
Prepared by: Ashley Zieba
Assistant City Clerk

Approved by:

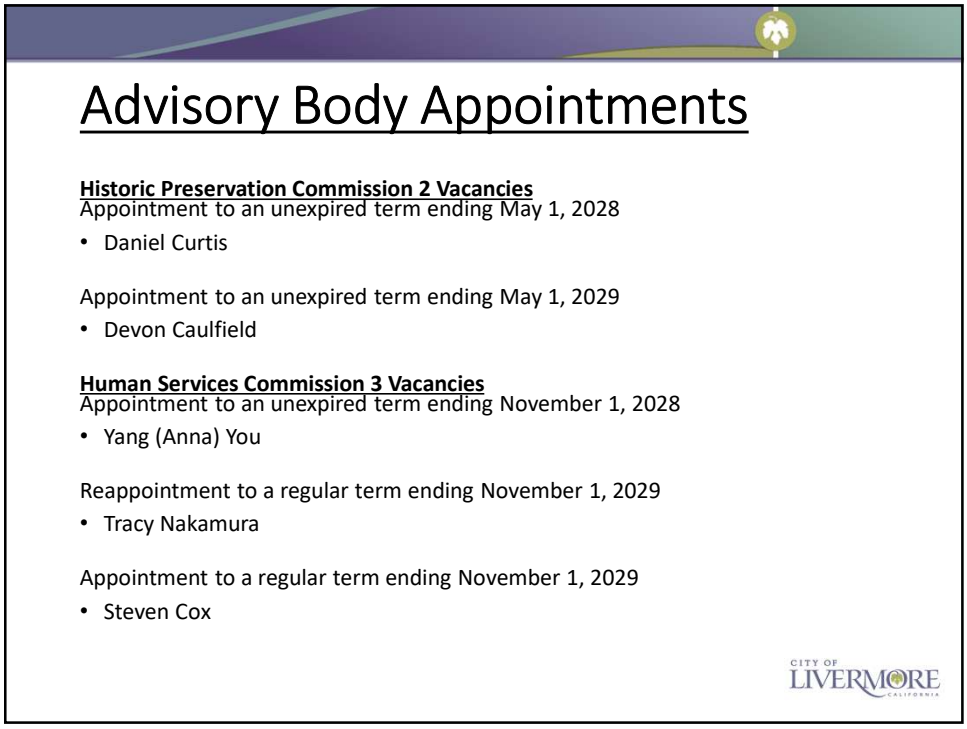
Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director


LIVERMORE
CALIFORNIA
Confirmation of Advisory Body Appointments
October 13, 2025
Presented by Debbie Elam, City Clerk
CITY OF LIVERMORE

1


Advisory Body Appointments
Historic Preservation Commission 2 Vacancies
Appointment to an unexpired term ending May 1, 2028
• Daniel Curtis
Appointment to an unexpired term ending May 1, 2029
• Devon Caulfield
Human Services Commission 3 Vacancies
Appointment to an unexpired term ending November 1, 2028
• Yang (Anna) You
Reappointment to a regular term ending November 1, 2029
• Tracy Nakamura
Appointment to a regular term ending November 1, 2029
• Steven Cox
CITY OF LIVERMORE

2

1

Building Standards Law
California Building Standards Commission

- Building Codes are in CA Code of Regulations Title 24.
- Health and Safety Code mandates:
  - CA Building Standards Commission adopt and publish Title 24.
  - Code applies to all building occupancies in California.
  - Code must be enforced by local governments (Code by default).
- Local governments can amend based on climatic, topographical, geological, and environmental conditions.
- Local ordinances making amendments to Title 24 are neither effective nor operative until filed with the Building Standards Commission.

CITY OF LIVERMORE

2

Legislation

Assembly Bills AB 130 and AB 306:

- Suspended cities' rights to amend the Residential Code until 2031
- No amendments were submitted for the Residential Code
- Residential requirements are "substantially similar" to those currently in place

CITY OF LIVERMORE CALIFORNIA

3

Life Safety & Environment

Code changes focus on fire life safety and environmental protection:

- Fire sprinklers in all new buildings
- Minimum class B roofing material
- Prohibit under slab plumbing
- Electrical vehicle charger requirements

CITY OF LIVERMORE CALIFORNIA

4

Recommendations

Staff recommends adopting the 2025 California Code as revised and amended by Livermore Community Development Department and Livermore Pleasanton Fire Department.

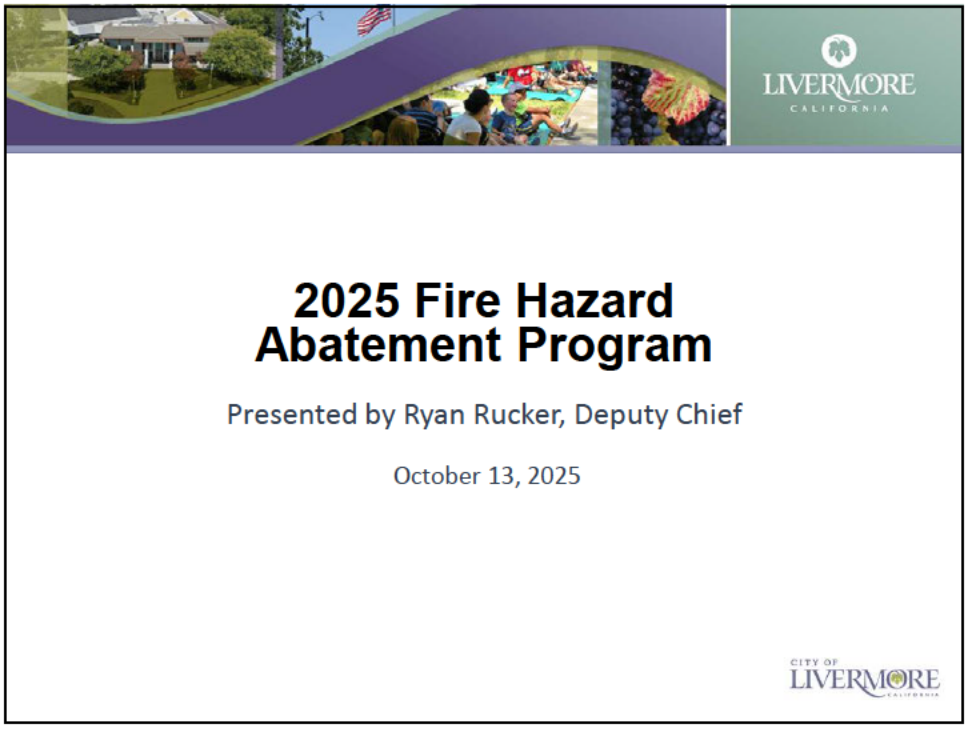
CITY OF LIVERMORE CALIFORNIA

5

Questions

CITY OF LIVERMORE CALIFORNIA

6



1

2025 Fire Hazard Abatement Program

Hearing to receive and consider protests and confirm the 2025 Weed Abatement Program assessments on the County Assessor tax roll.

April 2025 City Council approved Resolution 2025-062A which ordered the abatement of public nuisances, and the abatement costs are the responsibility of the owner

- Starting June 1st 266 parcels were inspected, 78% found compliant (208 parcels)
- 22% (58 parcels) were non-compliant and a "Notice of Intent to Abate Hazardous Vegetation" was posted at each property
- 2 parcels remain non-complaint
- A final notice was sent by certified mail to the Owners of Record/Current Occupant
- Owners were notified to pay abatement fees up to 5:00 p.m. on September 12, 2025, or a lien will be placed on the FY2025/26 tax roll
- Owners were advised of their option to protest at this hearing

CITY OF LIVERMORE

2

2025 Fire Hazard Abatement Program

Staff recommends the City Council

- Consider all protests
- Adopt a resolution overruling protests and confirming the 2025 weed abatement assessments
- Direct staff to file a copy of the assessment report with the County Auditor

CITY OF LIVERMORE CALIFORNIA

3

Council Member	Date of Meeting or Event	Committee or Organization - (Please spell out acronyms)	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Mayor Marchand	9/10/2025	Chamber of Commerce	Ribbon-cutting	Welcomed The Image Salon to Livermore
Mayor Marchand	9/10/2025	Valley Link	Board Meeting	Approved financials and received updates.
Mayor Marchand	9/10/2025	Alameda County Mayors Conference	Monthly meeting	I was appointed to the Airport Land Use Commission. Heard the Oakland City report and a report on the East Bay Wildfire Coalition.
Mayor Marchand	9/11/2025	Alameda County Local Agency Formation Commission	Commission meeting	Hear a report on the Castlewood Governance Study.
Mayor Marchand	9/11/2025	City of Livermore	Police swearing-in	Attended the badge-pinning, swearing-in, awards and retirement recognition event.
Mayor Marchand	9/12/2025	Innovation Tri-Valley	Board meeting	Update on regional connectivity and Valley Link
Mayor Marchand	9/13/2025	Hindu Community and Cultural Center (HCCC)	Health fair	Attended the health fair and networked with service providers.
Mayor Marchand	9/13/2025	City of Livermore	Awarding a certificate.	Celebrated the 100th birthday of Betty Maranville
Mayor Marchand	9/13/2025	Fertile Groundworks	Fundraiser	Presented the Monarch Butterfly Challenge proclamation.
Mayor Marchand	9/15/2025	Tri-Valley Cities Council	Planning meeting	Set up agenda for next Tri-Valley Coalition meeting
Mayor Marchand	9/16/2025	Patriot Pack Scholarship Ride	Recognition	Presented a certificate recognizing their contribution.
Mayor Marchand	9/17/2025	Chamber of Commerce	Business Expo	Networking event with local businesses
Mayor Marchand	9/17/2025	Livermore Joint Unified School District	Ribbon-cutting	Spoke at the opening of the Marylin Avenue STEAM Academy
Mayor Marchand	9/18/2025	City of Livermore	TV30 Mayor's Report	Provided an update on City activities

Mayor Marchand	9/18/2025	Chamber of Commerce	Ribbon-cutting	Recognized 50 years of service by Abbey Carpets
Mayor Marchand	9/18/2025	City of Livermore	Town Hall	Presented a State of the City talk
Mayor Marchand	9/19/2025	City of Livermore	Ribbon-cutting	Welcomed the Livermore Hang-out Pizza parlor
Mayor Marchand	9/20/2025	City of Livermore	Community Service Day	Over 600 people volunteered their time on over 40 projects throughout the City.
Mayor Marchand	9/20/2025	Scouting America	Eagle Scout Court of Honor	Attended a Court of Honor for 5 young women.
Mayor Marchand	9/21/2025	City of Livermore/Las Positas College	Training program	Attended the NorCal First Alarm Girls Fire Academy
Mayor Marchand	9/24/2025	Chamber of Commerce	Board meeting	Approved financials, heard updates, presented City report
Mayor Marchand	9/24/2025	Altamont Regional Traffic Authority Joint Powers Authority	Board meeting	Discussed funding available and financial responsibilities.
Mayor Marchand	9/24/2025	Scouting America	Met with two groups of WEBELOS	Discussed local government
Mayor Marchand	9/24/2025	Tri-Valley Council Meeting	Meeting	Heard legislative and policy updates.
Mayor Marchand	9/25/2025	City of Livermore	Assembly	Participated in the Rotary Ambassadors of Compassion Program
Mayor Marchand	9/25/2025	Alameda County Transportation Commission	Commission Meeting	Heard committee reports, legislative updates and approved comment period for Measure BB amandments
Mayor Marchand	9/25/2025	Chamber of Commerce	Ribbon-cutting	Welcomed Sakura Winery
Mayor Marchand	9/26/2025	Lawrence Livermore National Laboratory	Webinar	Attended Laser technology webinar
Mayor Marchand	9/27/2025	Tri-Valley Seek and Save	Hopefest	Participated and spoke at the event.
Mayor Marchand	9/26/2025	Sunflower Hill	Annual fundraiser	Presented the Rainmaker Award to Lynn Monica

Mayor Marchand	9/28/2025	Altamont Cruisers	Nostalgia Days Car Show	Presented the Mayor's Awards
Mayor Marchand	9/28/2025	QUEST Science Center	Program Kick-off	Spoke and participated.
Mayor Marchand	9/28/2025	Livermore Yotsukaido Sister City Organization	Final meeting	Spoke to the students before their trip.
Mayor Marchand	10/1/2025	Chamber of Commerce	Chamber of Commerce Business Alliance	Provided City updates
Mayor Marchand	10/8/2025	Chamber of Commerce	Morning Mixer	Networking with local businesses
Mayor Marchand	10/8/2025	City of Livermore	Employee appreciation lunch	Expressed the City's gratitude for the employees' service
Mayor Marchand	10/9/2025	Livermore Area Recreation and Park District	Ground-breaking	New Pacific Avenue Pump Track
Mayor Marchand	10/9/2025	City of Livermore	Appreciation Dinner	Expressed appreciation to our volunteers.
Mayor Marchand	10/11/2025	Livermore Valley Arts	24th Annual ArtWalk	Participated and set-up
Mayor Marchand	10/11/2025	Shepherd's Gate	Fundraiser	Recognized that Shepherd's Gate has helped over 15,000 women and children in our community.
Mayor Marchand	10/13/2025	Cabana Dave and On the Vine Catering	Anniversary	Celebrating 30 years.

Council Member	Date of Meeting or Event	Committee or Organization - (Please spell out acronyms)	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Council Member Barrientos	9/17/2025	Ava Board	Board meeting	Discussion on rate stabilization fund allocation to Resilience and Sustainability Fund (RSF)
Council Member Barrientos	9/26/2025	City of Livermore	LIFT Virtual Town Hall	Director Budil discussed how Lawrence Livermore National Laboratory (LLNL) wants to foster and seeks partnerships
Council Member Barrientos	10/8/2025	City of Livermore	League of California Cities	Attended several seminars featuring ideas from homeless to new data systems
Council Member Barrientos	10/11/2025	City of Livermore	Fire Safety Expo	Toured Pleasanton's new command vehicles. The firefighters demonstrated how they extract people from cars with the "jaws of life"
Council Member Barrientos	10/11/2025	City of Livermore	Livermore Art Walk	Distribution of Ava and Stop Waste flyers Distributed Lions club flyers
Council Member Barrientos	10/20/2025	City of Livermore	Community Service Day @ Big Trees Park	Picked up trash and cleaned the tables and benches. Swept the area
Council Member Barrientos	10/24/2025	Stop Waste Board	Board meeting	Discussion on how to recover costs
Council Member Barrientos	10/25/2025	City of Livermore	Tri Valley Showcase Breakfast	Display of children's art from k-12 Presentation of the growth of activity and health of the area
Council Member Barrientos	10/25/2025	City of Livermore	Ribbon cutting of a winery	Met with the owners who had been producing wine from her home

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Council Member Dunbar	9/11/2025	Livermore Police Department	Swearing In, Retirements, and Awards	
Council Member Dunbar	9/17/2025	Bike East Bay	Fundraiser Gala	
Council Member Dunbar	9/20/2025	City of Livermore	Community Service Day	Hauled Mulch at Del Valle / Vineyard School
Council Member Dunbar	9/27/2025	Sunflower Hill	Fundraiser Gala	
Council Member Dunbar	10/3/2025	Seamless Bay Area	Transit CEO Ride	
Council Member Dunbar	10/4/2025	Cheza Nami Foundation	Taste of Africa	
Council Member Dunbar	10/4/2025	Tri Valley Haven	Pace for Peace 5K	My best 5K in quite a few years!
Council Member Dunbar	10/5/2025	Filipino Barrio Fest		
Council Member Dunbar	10/9/2025	Livermore Area Recreation and Parks District	Sunken Gardens Pump Track Groundbreaking	
Council Member Dunbar	10/9/2025	Livermore Police Department Volunteers	Volunteer Appreciation Dinner and Awards	
Council Member Dunbar	10/10/2025	SF Transit Riders / Seamless Bay Area	Transit Month Awards	
Council Member Dunbar	10/11/2025	Livermore Pleasanton Fire Department Open House		Pancake Breakfast, Demonstrations, Information, and Kids Activities
Council Member Dunbar	10/11/2025	Livermore Craft Brewing Foundation	Bikes and Brews 2025	Nonprofit fundraiser for Kids Bike Lane

Council Member	Date of Meeting or Event	Committee or Organization - (Please spell out acronyms)	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Council Member Wang	9/7/2025	Tri-Valley for Black Lives	Mixer	Gathering of community members in the park
Council Member Wang	9/8/2025	Livermore Amador Valley Transit Authority (LAVTA)	Monthly Board meeting	Received update on the summer technology pilot projects; reviewed strategic plan; received legislative update
Council Member Wang	9/8/2025	Livermore Public Library	Summer learning awards	Celebration of youth who completed the summer reading program
Council Member Wang	9/10/2025	San Francisco Business Times	State of the Tri-Valley	Two panel discussions of the region's innovation ecosystem and community wellness
Council Member Wang	9/11/2025	Livermore Pleasanton Fire Department	9/11 remembrance	Community members and public safety officers gathered at fire stations throughout Livermore and Pleasanton
Council Member Wang	9/11/2025	Livermore Police Department	Annual swearing in, awards, and retirement ceremony	Celebration of LPD officers and staff
Council Member Wang	9/17/2025	Marilyn Avenue STEAM Academy	Ribbon cutting for new STEAM building	Joined LVJUSD leadership and staff to celebrate
Council Member Wang	9/20/2025	City of Livermore	Community Service Day	Cleaned up dog park and fields at Max Baer Park; lunch at Las Positas College
Council Member Wang	9/20/2025	NorCal Women in Fire Service	First Alarm Girls+ Fire Camp	Two-day camp for girls+ in grades 9-12; female and non-binary fire service professionals from 15 fire departments instructed the students in equipment training, CPR, physical fitness, and climbing the aerial ladder
Council Member Wang	9/23/2025	Alameda County Resource Conservation District (RCD)	Meeting on the East Bay Wildlife Connectivity Crossing Project	Discussed strategies for protecting habitat around wildlife crossings and ways for stakeholders to collaborate

Council Member Wang	9/23/2025	Livermore Amador Valley Transit Authority (LAVTA)	Finance & Administration Committee meeting	Discussed fare increase proposal; discussed award of implementation and multiyear licensing of the On-Time Performance, Operator Reports, Realtime Passenger Predictions and Run Times modules
Council Member Wang	9/24/2025	Tri-Valley Cities Councils	Meeting and dinner	Received federal and state legislative updates
Council Member Wang	9/25/2025	Visit Tri-Valley	Annual breakfast and update	Swearing in of new Board, Xiaopei dance performance, awards, new branding presentation
Council Member Wang	9/25/2025	CalCities East Bay	Meeting and dinner	Panel discussion of the impact of federal economic policy changes on our state and municipalities; voted in a new slate of Executive Officers
Council Member Wang	9/26/2025	Lawrence Livermore National Lab	Virtual town hall	Discussion of Livermore Institute for Fusion Technology (LIFT)
Council Member Wang	9/26/2025	Bay Area Rapid Transit (BART)	Fare gate ribbon cutting	Installation of the last of 715 fare gates installed at 50 stations throughout five Bay Area counties; the project was completed four months ahead of schedule
Council Member Wang	9/27/2025	Hindu community members	Tri-Valley Dandiya Night	Hindu festival signifying the triumph of good over evil
Council Member Wang	9/28/2025	Altamont Cruisers	Nostalgia Day Car Show	Display of classic cars throughout downtown Livermore; very well attended
Council Member Wang	9/30/2025	California State Parks	Concept Alternatives Workshop for the Alameda-Tesla Plan	Discussed process, draft mission/vision/concepts
Council Member Wang	10/1/2025	Rep. Eric Swalwell	Press conference on government shutdown	Rep. Swalwell spoke about the consequences of the shutdown
Council Member Wang	10/4/2025	Livermore Amador Valley Transit Authority (LAVTA)	Training to drive a WHEELS bus for upcoming ROADeo	Learned to drive a WHEELS bus!
Council Member Wang	10/4/2025	Cheza Nami	Taste of Africa	Well attended annual festival downtown

Council Member Wang	10/4/2025	Quest Science Center	Engineering Day	Science event at Quest Plaza; very well attended by families
Council Member Wang	10/5/2025	Livermore Filipino-American Organization (Fil-Am)	Barrio Fiesta	Very well attended annual festival downtown
Council Member Wang	10/6/2025	Livermore Amador Valley Transit Authority (LAVTA)	Monthly Board meeting	Discussed Route 501 service reduction, award of a 3-year agreement for report modules, and summer youth ride free promotion; approved purchase of diesel-electric hybrid replacement buses; approved proposal to public for FY26 fare increase
Council Member Wang	10/7/2025	League of California Cities	Annual conference	Attended workshops and keynotes on future technology trends, immigration policy changes, development agreements, tax measures, parking management, meeting management, and homelessness
Council Member Wang	10/11/2025	Visual Arts LVA	ArtWalk	Very well attended annual arts festival downtown
Council Member Wang	10/12/2025	Goodness Village	Spaghetti Dinner	Annual fundraiser