LIVERMORE
CALIFORNIA

CITY COUNCIL

AGENDA
MONDAY, MARCH 28, 2022

VIRTUAL REGULAR MEETING – 7:00 PM

CLOSED SESSION - 6:00 PM

TELECONFERENCE:

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

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

ZOOM WEBINAR:
https://us02web.zoom.us/j/88498502586

Zoom dial in phone number:
1 669 900 6833
Meeting ID: 884 9850 2586

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

1. CLOSED SESSION - 6:00 P.M.

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

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

1.1 PUBLIC EMPLOYEE EMPLOYMENT: Public employee recruitment pursuant to Government Code section 54957(b).

Title of position to be filled: City Manager.

1.2 CONFERENCE WITH LABOR NEGOTIATORS: To meet with Gary Phillips, the City's negotiator, pursuant to Government Code section 94957.6 regarding negotiations for salary, compensation, and other terms and conditions of employment.

Unrepresented employee title: City Manager

2. CALL TO ORDER

ROLL CALL

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

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

3. PROCLAMATIONS AND PRESENTATIONS

3.1 2021 Livermore Phishing Award presented by Cybersecurity Manager Donald Hester to Public Works Management Analyst Anthony Smith

4. CITIZENS FORUM

- In conformance with the Brown Act, no City Council action can occur on items presented during Citizens Forum.
- Please log into Zoom to provide verbal public comment during the City Council Meeting.
- Comments are limited to a maximum of 3 minutes per person, per item. The Mayor may reduce the amount of time based on the number of persons wishing to speak.
- Citizens Forum will conclude after 30 minutes; however, if there are additional speakers, Citizens Forum will reconvene before the meeting adjourns.

5. CONSENT CALENDAR

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

single action. Members of the audience wishing to provide public input must use the raise hand feature.

5.1 Approval of draft minutes - March 9, 2022 Special Meeting, March 11, 2022 Special Meeting, March 14, 2022 Regular Meeting, and March 21, 2022 Special Meeting.

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

Staff Report
Attachments:
1. 2022-03-09 Draft Meeting Minutes
2. 2022-03-11 Draft Meeting Minutes
3. 2022-03-14 Draft Meeting Minutes
4. 2022-03-21 Draft Meeting Minutes

5.2 Resolution authorizing the City Manager to execute the first amendment to the agreement with Barry & Wynn Architects Inc. increasing the not-to-exceed contract amount from $313,040 to $462,540 and extending the term of the agreement for the City Hall HVAC and Central Plant Chiller Replacement, Project No. 2018-30 to December 31, 2023

Recommendation:
Staff recommends City Council adopt a resolution authorizing the City Manager to execute the First Amendment to the agreement with Barry & Wynn Architects Inc. increasing the not-to-exceed contract amount from $313,040 to $462,540 and extending the term of the agreement for the City Hall HVAC and Central Plant Chiller Replacement, Project No. 2018-30.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - First Amendment to Engineering Services Agreement with Barry & Wynn Architects, Inc.

5.3 Resolution authorizing execution of an agreement with EOA, Inc. for stormwater regulatory compliance assistance in an amount not-to-exceed $120,000

Recommendation:
Staff recommends that the City Council adopt a resolution authorizing the execution of an agreement with EOA, Inc. for stormwater regulatory compliance assistance in an amount not-to-exceed $120,000.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Professional Services Agreement with EOA, Inc.

5.4 Resolution authorizing an agreement with Rincon Consultants, Inc., to provide on-call professional planning services in an amount not-to-exceed $316,797 and a supplemental appropriation of $86,160 for the cost of the agreement in Fiscal Year 2021-22.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the execution of an agreement with Rincon Consultants, Inc., in an amount not to exceed $316,797 to provide professional planning services, and a supplemental appropriation of $86,160 from the General Fund to cover the cost of the agreement for Fiscal Year 2021-22.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Agreement with Rincon Consultants, Inc.

5.5 Resolution authorizing a lease agreement with Axis Community Health for medical clinic and office space at the Multi-Service Center, 3311 Pacific Avenue

Recommendation:
Staff recommends the City Council adopt a resolution authorizing execution of a lease agreement with Axis Community Health for medical clinic and office space at the Multi-Service Center, 3311 Pacific Avenue.

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

5.6 Resolution authorizing the City Manager to sign the Memorandum of Understanding with the Alameda County Department of Environmental Health for SB 1383 edible food recovery inspection services

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the City Manager to sign the Memorandum of Understanding with the Alameda County Department of Environmental Health for SB 1383 edible food recovery inspection services.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Retail Food Facility MOU SB 1383 Edible Food Recovery between the City of Livermore and Alameda County Department of Environmental Health

5.7 Resolution approving the Altamont Settlement Agreement Education Advisory Board's Expenditure Plan for FY 2022-23

Recommendation:
Staff recommends the City Council adopt a resolution approving the Altamont Settlement Agreement Education Advisory Board's $600,000 Expenditure Plan for FY 2022-23.

Staff Report

Attachments:
1. 2021 Annual Report
2. Resolution
3. Exhibit A - 2022 Expenditure Plan

5.8 Resolution rescinding the previous Recycled Procurement Policy and replacing with an Environmentally Preferable Purchasing and Practices policy

Recommendation:
Staff recommends the City Council adopt a resolution rescinding the previous Recycled Procurement Policy and replace it by approving an Environmentally Preferable Purchasing and Practices policy.

Staff Report
Attachments:
1. RPP Resolution 1992-236
2. Resolution
3. Exhibit A - Environmentally Preferable Purchasing and Practices Policy

6. PUBLIC HEARINGS

6.1 7:05 P.M. - **Introduction of an Ordinance** amending Title 2, Chapter 2.14, *Elections*, of the Livermore Municipal Code regarding City Council Districts and amending the boundaries and descriptions of the districts as indicated in Exhibit A

Recommendation:
Staff recommends City Council introduce an Ordinance amending Title 2, Chapter 2.14, *Elections*, of the Livermore Municipal Code updating the City Council District Map and amending the boundaries and descriptions of each District.

Staff Report
Attachments:
1. Proposed Final Map
2. Proposed Final Map Demographics
3. Ordinance
4. Exhibit A - Amended and Restated Chapter 2.14, Election
5. Exhibit B - District Map

6.2 Hearing to consider the Housing Element Annual Progress Report, which tracks the City's progress towards implementing the Housing Element of the General Plan and meeting its Regional Housing Need Allocation (RHNA), pursuant to Government Code Section 65400

Recommendation:
Staff recommends the City Council adopt a resolution accepting the 2021 Housing Element Annual Progress Report.

Staff Report
Attachments:

1. 2021 Affordable For-Sale Prices and Rental Rates
2. Resolution
3. Exhibit A - 2021 Housing Element Annual Progress Report

7. MATTERS FOR CONSIDERATION

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

9. ADJOURNMENT

To a Regular City Council meeting on April 11, 2022 at 7:00 p.m., Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue, and held virtually using Zoom.

10. SUPPLEMENTAL MATERIALS

10.1 Supplemental materials received prior to the meeting.

Staff Report

Attachments:

1. Supplemental Materials

HOW TO PARTICIPATE IN YOUR CITY COUNCIL MEETING

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

Citizens Forum is an opportunity for the public to speak regarding items not listed on the agenda. Speakers are limited to a maximum of 3 minutes per person. To submit a comment using Zoom, you may use the 'raise hand' feature. You should be aware 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 questions from the City Council and a presentation by the applicant. The Mayor will then open the hearing to the public and offer an opportunity for public comments. You may use the 'raise hand' feature in Zoom and take 3 minutes to make your comments.

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

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

Platforms to Participate in Virtual Meetings:

Submission of Comments Prior to the Meeting:

Email Comments may be submitted by the public to the City Clerk's Office

(cityclerk@cityoflivermore.net). 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 4PM the day of the meeting. These items will NOT be read into the record and are viewable by the 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 using Zoom, you may use the 'raise hand' feature. You should be aware that the City Council is prohibited by State law from taking action on any items that are not listed on the agenda. However, if your item requires action, the City Council may place it on a future agenda or direct staff to work with you and/or report to the City Council on the issue.

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

TV29: tv29live.org

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

Zoom Webinar: https://us02web.zoom.us/j/88498502586

Zoom dial in phone number:
1 669 900 6833
Meeting ID: 884 9850 2586

If you would like to deliver written materials to the City Council as part of their electronic comments during a meeting, the speaker must identify that intent in his or her comment submitted and immediately email the materials to the City Clerk at cityclerk@cityoflivermore.net.

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

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

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

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

Zoom Interpretation Instructions (Instrucciones de interpretación de Zoom)

Attachments:

1. Participation Instructions

LIVERMORE
CALIFORNIA

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

DATE: March 28, 2022

TO: Honorable Mayor and City Council

FROM: Marie Weber, Acting Administrative Services Director

SUBJECT: Approval of draft minutes - March 9, 2022 Special Meeting, March 11, 2022 Special Meeting, March 14, 2022 Regular Meeting, and March 21, 2022 Special Meeting.

RECOMMENDED ACTION

Staff recommends the City Council approve the draft minutes.

SUMMARY

DISCUSSION

ATTACHMENTS

1. 2022-03-09 Draft Meeting Minutes
2. 2022-03-11 Draft Meeting Minutes
3. 2022-03-14 Draft Meeting Minutes
4. 2022-03-21 Draft Meeting Minutes

Prepared by: Marie Weber
City Clerk

Approved by:

Marc Roberts
City Manager

Fiscal Review by:

Tina Olsen
Administrative Services Director

DRAFT MINUTES

LIVERMORE
CALIFORNIA

CITY COUNCIL
MARCH 9, 2022

CLOSED SESSION

1. CALL TO ORDER – The Closed Session of the City Council was called to order by Mayor Bob Woerner at 4:30 pm, held via teleconference using Zoom and YouTube.

2. ROLL CALL – Present: Mayor Bob Woerner, Vice Mayor Regina Bonanno, and Council Members, Robert W. Carling, Brittni Kiick and Trish Munro.

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

Mayor Woerner opened the public comment period.

There were no speakers and the hearing was closed.

1. ADJOURN TO CLOSED SESSION

3.1 PUBLIC EMPLOYEE EMPLOYMENT: Public employee recruitment pursuant to Government Code section 54957(b).
Title of position to be filled: City Manager.

REPORT OF ACTION TAKEN IN CLOSED SESSION

Mayor Woerner said there was no reportable action.

8. ADJOURNMENT – at 9:27 pm to a Special City Council meeting on March 11, 2022 at 12:30 p.m. regarding the City Manager recruitment and a Regular City Council Meeting on March 14, 2022 at 7:00 p.m., both held virtually using Zoom..

APPROVED: _____
BOB WOERNER, MAYOR

ATTEST: _____
MARIE WEBER, CITY CLERK

DRAFT MINUTES

LIVERMORE
CALIFORNIA

CITY COUNCIL
MARCH 11, 2022

CLOSED SESSION

1. CALL TO ORDER – The Closed Session of the City Council was called to order by Mayor Bob Woerner at 12:30 pm, held via teleconference using Zoom and YouTube.

2. ROLL CALL – Present: Mayor Bob Woerner, Vice Mayor Regina Bonanno, and Council Members, Robert W. Carling, Brittni Kiick and Trish Munro.

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

Mayor Woerner opened the public comment period.

There were no speakers and the hearing was closed.

1. ADJOURN TO CLOSED SESSION

3.1 PUBLIC EMPLOYEE EMPLOYMENT: Public employee recruitment pursuant to Government Code section 54957(b).

Title of position to be filled: City Manager.

REPORT OF ACTION TAKEN IN CLOSED SESSION

Mayor Woerner said there was no reportable action.

8. ADJOURNMENT – at 5:38 pm to a Regular City Council Meeting on March 14, 2022 at 7:00 p.m., held virtually using Zoom.

APPROVED: _____
BOB WOERNER, MAYOR

ATTEST: _____
MARIE WEBER, CITY CLERK

DRAFT MINUTES

LIVERMORE
CALIFORNIA

CITY COUNCIL
MARCH 14, 2022

CLOSED SESSION

CALL TO ORDER – The Closed Session of the City Council was called to order by Mayor Bob Woerner at 6:30 pm, held via teleconference using Zoom and YouTube.

ROLL CALL – Present: Mayor Bob Woerner, Vice Mayor Regina Bonanno, and Council Members, Robert W. Carling, Brittni Kiick and Trish Munro.

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

Mayor Woerner opened the public comment period.

There were no speakers and 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)

Livermore v. The Alameda County Board of Supervisors, et al., Alameda County Superior Court Case No. RG18906336.

REGULAR MEETING

2. CALL TO ORDER – The meeting of the City Council was called to order by Mayor Bob Woerner at 7:00 pm, held via teleconference using Zoom and YouTube.

ROLL CALL – Present: Mayor Bob Woerner, Vice Mayor Regina Bonanno and Council Members Robert W. Carling, Brittni Kiick and Trish Munro

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

City Attorney Jason Alcala said there was no reportable action.

Mayor Woerner reordered the agenda to hear Item 6.1 first.

6.1 7:05 P.M. - Fourth Public Hearing to receive public input on the composition of City Council voting district draft maps, select a final map, provide any final direction to the City's demographer, and instruct staff to return with an Ordinance to adopt the final map at a future City Council meeting.

Recommendation: Staff recommended the City Council conduct a public hearing to receive input on draft redistricting maps, select a final map and provide any final direction to the demographer.

City Clerk Marie Weber presented the staff report.

City demographer Michael Wagaman presented the draft maps and live editing.

Mayor Woerner opened the public hearing.

Alan Burnham provided comment.

There were no more speakers and the hearing was closed.

The City Council provided direction to the demographer regarding amendments to the Cardinal map.

ON THE MOTION OF VM BONANNO, SECONDED BY CM MUNRO AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL PROVIDED DIRECTION TO PREPARE THE CARDINAL MAP AS AMENDED AND AUTHORIZING THE DEMOGRAPHER TO MAKE NON-SUBSTANTIVE TECHNICAL CHANGES.

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Confirmation of City Historian Appointment

Recommendation: The Historic Preservation Commission and staff recommended the City Council reappoint Richard Finn as City Historian, to a term ending February 1, 2024. The City Clerk is directed to schedule an individual meeting to administer the oath of office.

ON THE MOTION OF VM BONANNO, SECONDED BY CM CARLING AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL CONFIRMED THE APPOINTMENT.

4. CITIZENS FORUM

Mayor Woerner opened the public comment period.

Alan Marling provided a comment.

Carrie Oldes, Spectrum Community Services Program Manager (Meals on Wheels) provided a comment.

Jackie Cota provided a comment.

Alan Burnham provided a comment.

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

5. CONSENT CALENDAR

Mayor Woerner opened the public comment period.

Item 5.6 **Jackie Cota** provided a comment.

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

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

5.1 Approval of draft minutes - February 22, 2022 Special Meeting, February 28, 2022 Regular Meeting, and March 1, 2022 Special Meeting

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

5.2 **Resolution 2022-023** authorized a supplemental appropriation of $20,000 from the Human Services Facilities Fees Fund and acceptance for permanent maintenance and release of security for the Multi-Service Center Improvements including interior improvements, ADA Accessibility upgrades, and COVID hardening measures, Project No. 2020-32

Recommendation: Staff recommended the City Council adopt a resolution authorizing a supplemental appropriation of $20,000 from the Human Services Facilities Fees Fund (Fund 333) in the Fiscal Year 2021-22 and authorizing the acceptance for permanent maintenance and release of the security bonds for the Multi-Service Center Improvements, Project 2020-32.

5.3 **Resolution 2022-024** authorized sole sourcing equipment and instruments from brands including Vulcan Industries, JWC Environmental, Trumbull, Ges Biotek, Allen-Bradley, and VEGA to match existing equipment compatibility for the construction of the Water Reclamation Plant's Primary and Secondary Treatment Improvements Phase 1, Project No. 2019-31

Recommendation: Staff recommended the City Council adopt a resolution pursuant to Section 2.68.550(C) of the Livermore Municipal Code (LMC),

authorizing sole sourcing specific brands of equipment and instruments for the construction of the Water Reclamation Plant's (WRP) Primary and Secondary Treatment Improvements Project No. 2019-31.

5.4 Resolution 2022-025 ratified the submission of an application for grant funding from the Department of Water Resources in the amount of $2,000,000 and designating the City Manager to execute the agreement and any amendments thereto for Arroyo Las Positas Desilting through the Las Positas Golf Course (LPGC), Project No. 2020-15.

Recommendation: Staff recommended the City Council adopt a resolution ratifying the February 9, 2022, application submission for grant funding from the Department of Water Resources in the amount of $2,000,000 and designating the City Manager to execute the agreement and any amendments thereto for the Arroyo Las Positas Desilting through LPGC Project No. 2020-15.

5.5 Resolution 2022-026 declared non-complying parcels a public nuisance requiring abatement, directing staff to proceed with the annual Fire Hazard Abatement Program, and set a public hearing date of April 25, 2022, to receive protests and direct staff to proceed with field abatement work

Recommendation: Staff recommended that the City Council adopt a resolution declaring non-complying parcels a public nuisance requiring abatement, direct staff to proceed with the annual Fire Hazard Abatement Program, and set a public hearing date of April 25, 2022, to receive protests and direct staff to proceed with field abatement work.

5.6 Resolution 2022-027 of a continued local emergency and reauthorizing remote teleconference meetings for City of Livermore's legislative bodies in accordance with Assembly Bill 361

Recommendation: Staff recommends City Council adopt a resolution of a continued local emergency and reauthorizing remote teleconference meetings for City of Livermore's legislative bodies in accordance with Assembly Bill 361.

6. PUBLIC HEARINGS

ITEM 6.1 – Mayor Woerner reordered the agenda to hear Item 6.1 at the beginning of the meeting.

7. MATTERS FOR CONSIDERATION

7.1 Resolution 2022-028 authorizing the execution of an agreement with the City of Pleasanton and the Dublin San Ramon Services District to construct and operate a temporary joint-use residential recycled water fill station and appropriating $378,333 for FY 2021-22 and $100,00 for FY 2022-23 for this purpose

Recommendation: Staff recommended the City Council adopt a resolution authorizing the City Manager to sign an agreement with the Dublin San Ramon Services District (DSRSD) and the City of Pleasanton to provide a temporary joint-use residential recycled water fill station and appropriating $378,333 for FY 2021-22 and $100,00 for FY 2022-23 for this purpose.

Public Works Director Scott Lanphier presented the staff report.

Mayor Woerner opened the public comment period.

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

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

Resolution 2022-028 Authorizing Execution of an Agreement with the City of Pleasanton and the Dublin San Ramon Services District to Construct and Operate a Joint-Use Residential Recycled Water Fill Station and Appropriating Funds to This End

7.2 Resolution approving the Draft Vision Statement and Guiding principles for the 2045 General Plan Update

Recommendation: The City Council General Plan Vision Statement Subcommittee and staff recommended the City Council adopt a resolution approving the Draft Vision Statement and Guiding Principles for the 2045 General Plan Update.

Senior Planner Andy Ross presented the staff report.

Mayor Woerner opened the public comment period.

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

ON THE MOTION CM MUNRO, SECONDED BY MAYOR WOERNER AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION WITH EDITS PROVIDED BY THE CITY COUNCIL:

Resolution 2022-029 Approving the 2045 General Plan Draft Vision Statement and Guiding Principles with the following changes to the vision statement:

a) Reword the first sentence with the following language “Individuals flourish and people with diverse experiences and perspectives work together”

b) Remove the word “unique” in the first sentence

7.3 Discussion and direction regarding the City's Sister City relationship with Snezhinsk, Russia

Recommendation: Staff recommended the City Council discuss and provide direction on the City's Sister City relationship with Snezhinsk, Russia.

Assistant City Manager Christine Martin presented the staff report.

Mayor Woerner opened the public comment period.

Jean King provided comment.

Donna Cabanne provided comment.

Jackie Cota provided comment.

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

ON THE MOTION OF VM BONANNO, SECONDED BY CM MUNRO AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL PROVIDED DIRECTION TO STAFF TO WRITE AND SEND A LETTER TO SNEZHINSK, RUSSIA MUNICIPALITY WITH OVERSIGHT FROM MAYOR WOERNER AND POST THE LETTER TO THE CITY'S WEBSITE

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

Hybrid Meetings, City Manager Marc Roberts reported April will begin in-person/hybrid meetings for City Council and in-person only for advisory body meetings.

Administrative Services Director, City Manager Marc Roberts introduced Tina Olson as the City's new Administrative Services Director.

Downtown Construction, City Manager Marc Roberts provided an update on the construction timeline in downtown Livermore.

Livermore Amador Valley Transit Authority (LAVTA), CM Kiick reported attendance at the march 7, 2022 board of directors meeting.

Trauma Center Support, City Council provided direction to staff to work with the cities of Tracy, Mountain House, and Manteca to request a letter of support for the trauma center.

Intergovernmental Agencies, Mayor Woerner announced changes to the intergovernmental agencies membership roster: 1) Alameda County Transportation Commission (ACTC) - VM Bonanno appointed as delegate and Mayor Woerner as alternate; 2) Livermore-Dublin Liaison Committee - Mayor Woerner will replace Vice Mayor Bonanno as the member.

CITY COUNCIL PROVIDED DIRECTION TO STAFF TO GET AN UPDATE FROM LIVERMORE AREA RECREATION AND PARK DISTRICT (LARPD) ON

THE FUTURE OF THE BARN LOCATED BEHIND CITY HALL

8. ADJOURNMENT – at 9:18 pm a regular City Council Meeting on March 28, 2022 at 7:00 p.m. held virtually using Zoom.

APPROVED: _____

BOB WOERNER, MAYOR

ATTEST: _____

MARIE WEBER, CITY CLERK

DRAFT MINUTES

LIVERMORE
CALIFORNIA

CITY COUNCIL
MARCH 21, 2022

CLOSED SESSION

1. CALL TO ORDER – The Closed Session of the City Council was called to order by Mayor Bob Woerner at 5:00 pm, held via teleconference using Zoom and YouTube.

2. ROLL CALL – Present: Mayor Bob Woerner, Vice Mayor Regina Bonanno, and Council Members, Robert W. Carling, Brittni Kiick and Trish Munro.

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

Mayor Woerner opened the public comment period.

There were no speakers and the hearing was closed.

1. ADJOURN TO CLOSED SESSION

3.1 PUBLIC EMPLOYEE EMPLOYMENT: Public employee recruitment pursuant to Government Code section 54957(b).

Title of position to be filled: City Manager.

REPORT OF ACTION TAKEN IN CLOSED SESSION

City Attorney Jason Alcala said there was no reportable action.

8. ADJOURNMENT – at 5:39 pm to a Special City Council meeting on March 22, 2022 at 1:00 p.m. and a regular City Council meeting on March 28, 2022 at 7:00 p.m., held virtually using Zoom.

APPROVED: _____
BOB WOERNER, MAYOR

ATTEST: _____
MARIE WEBER, CITY CLERK

LIVERMORE
CALIFORNIA

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

DATE: March 28, 2022

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution authorizing the City Manager to execute the first amendment to the agreement with Barry & Wynn Architects Inc. increasing the not-to-exceed contract amount from $313,040 to $462,540 and extending the term of the agreement for the City Hall HVAC and Central Plant Chiller Replacement, Project No. 2018-30 to December 31, 2023

RECOMMENDED ACTION

Staff recommends City Council adopt a resolution authorizing the City Manager to execute the First Amendment to the agreement with Barry & Wynn Architects Inc. increasing the not-to-exceed contract amount from $313,040 to $462,540 and extending the term of the agreement for the City Hall HVAC and Central Plant Chiller Replacement, Project No. 2018-30.

SUMMARY

On July 16, 2020, the City entered into an Engineering Services Agreement in the amount of $313,040 with Barry & Wynn Architects Inc. to prepare construction drawings, specifications and provide engineering construction support for the City Hall HVAC and Central Plant Chiller Replacement Project 2020-15. These services included an evaluation of the existing HVAC systems for both the Police Department and City Hall buildings, repair and replacement options, preparation of detailed construction documents including drawings and specifications, construction cost estimates, bidding assistance, permitting assistance, and engineering construction support.

Staff is now seeking approval of a First Amendment which includes additional design and construction engineering support services for upgrading the existing HVAC control systems and supporting equipment in City Hall to a DDC (direct digital controls) system as well providing commissioning services for the improvements made at City Hall, the Police Department, and the Central Plant to make sure all equipment installed is functioning efficiently and meeting all requirements of the design. This First Amendment increases compensation by $149,500 to a total not-to-exceed amount of $462,540. The First Amendment also extends the term of the agreement to December 31, 2023.

DISCUSSION

City Hall and the Police Department buildings are heated by a system of boilers and pumps and cooled by a cooling tower and chillers known as the Central Plant, located behind the Police Department building. Hot and cool water is pumped through an underground looped pipe system to both buildings, while temperature control is managed by a series of thermostats. The heating and cooling system has been in place since the buildings were constructed approximately 20 years ago. Major portions of the system are at the end of their useful life and experience periodic failures resulting in excessive maintenance costs. It is also becoming increasingly difficult to obtain certain replacement parts, because they are no longer supported by the vendors. The system is no longer performing efficiently. An updated HVAC system will also result in better internal air quality, with more fresh air entering the buildings.

Barry & Wynn Architect's investigation of the existing heating and cooling system for the Police building and City Hall concluded that the highest priorities for repairs were to replace the two main chillers and three boilers and associated supporting equipment located in the Central Plant. The original design services agreement also included the addition of mini-split HVAC units for the Police 911 office and main information technology room.

The First Amendment includes preparation of detailed construction documents including drawings and specifications, construction cost estimates, bidding assistance and engineering support services for additional improvements that include upgrading the existing HVAC control systems and supporting equipment in City Hall to a DDC (direct digital controls) system and upgrading controls to include CO2 monitoring. The First Amendment also provides commissioning services for the improvements made at City Hall, the Police Department, and the Central Plant to make sure all equipment installed is functioning efficiently and meeting all requirements of the design.

The First Amendment will increase the total not-to-exceed amount of the original agreement by $149,500 to a total not-to-exceed amount of $462,540. This total amount is approximately 11.5% of the $4 million construction cost estimate, which is within the standard range for design and construction support services. The First Amendment also extends the term of the agreement by one and a half years to December 31, 2023. Extra time was required as the consultant worked with maintenance staff and the engineering division to prioritize improvements and fit them within the budget. The extended agreement term covers the end of the construction, preparation of as-builts, and assistance during the maintenance period if needed.

FISCAL AND ADMINISTRATIVE IMPACTS

The City Hall HVAC and Central Plant Chiller Replacement Project 2018-30 is included in the FY 2021-23 Capital Improvement Program for $2.8 million in each fiscal year, 2021-22 and 2022-23, for a total of $5.6 million. This amendment increases the not-to-exceed contract amount of the original agreement by $149,500 from $313,040 to $462,540. Current funding with Facilities Rehabilitation Program (Fund 740) covers this contract amendment and $149,500 increase in compensation as well as anticipated remaining construction, inspection, materials testing, and project management costs. Therefore, no additional appropriations are requested at this time.

ATTACHMENTS

1. Resolution
2. Exhibit A - First Amendment to Engineering Services Agreement with Barry & Wynn

Architects, Inc.

Prepared by: Joel Waxdeck
Assistant City Engineer

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Tina Olsen
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE ENGINEERING SERVICES AGREEMENT WITH BARRY & WYNN ARCHITECTS, INC. INCREASING THE NOT-TO-EXCEED CONTRACT AMOUNT FROM $313,040 TO $462,540 AND EXTENDING THE TERM OF THE AGREEMENT

(CITY HALL HVAC AND CENTRAL PLANT CHILLER REPLACEMENT PROJECT NO. 2018-30)

On July 16, 2020, the City and Barry & Wynn Architects, Inc. ("Consultant") entered into an agreement in the amount of $313,040 for Consultant to prepare construction drawings, specifications and provide engineering construction support for the City Hall HVAC and Central Plant Chiller Replacement Project 2018-30 ("Original Agreement"). These services included an evaluation of the existing HVAC systems for both the Police Department and City Hall buildings, repair and replacement options, preparation of detailed construction documents including drawings and specifications, construction cost estimates, bidding assistance, permitting assistance, and engineering construction support.

City and Consultant now desire to amend the Original Agreement to increase the not-to-exceed contract amount from $313,040 to $462,540 and extend the term of the agreement to December 31, 2023. Required extra services include providing design and construction engineering support services for upgrading the existing HVAC control systems and supporting equipment in City Hall to a DDC (direct digital controls) system as well as providing commissioning services for the Civic Center Central Plant, Police Facility, and City Hall to make sure all equipment installed is functioning efficiently and meeting all requirements of the design. This is the First Amendment to the Original Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Livermore authorizes the City Manager to sign, on behalf of the City of Livermore, the First Amendment to the Engineering Services Agreement with Barry & Wynn Architects, Inc., attached hereto as Exhibit A, to increase the not-to-exceed contract amount from $313,040 to $462,540 and extend the term of the agreement to December 31, 2023, for engineering design and construction support services for the City Hall HVAC and Central Plant Chiller Replacement Project 2018-30.

On motion of Council Member _____, seconded by Council Member _____, the foregoing Resolution was passed and adopted on March 28, 2022, by the following vote:

RESOLUTION NO. _____

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

ATTEST: APPROVED AS TO FORM:

_____	*/s/ Tara M. Mazzanti*
Marie Weber	Tara M. Mazzanti
City Clerk	Assistant City Attorney

Exhibit A – First Amendment to Engineering Services Agreement with Barry & Wynn Architects, Inc.

FIRST AMENDMENT TO ENGINEERING SERVICES AGREEMENT

THIS FIRST AMENDMENT, is made and entered into this ____ day of _____, 2022, by and between the City of Livermore, a municipal corporation ("City"), and Barry & Wynn Architects Inc. ("Consultant"), a California corporation.

RECITALS

On July 16, 2020, City and Consultant entered into an agreement for Consultant to provide engineering design services to prepare plans and specifications for the repair of the HVAC system for City Hall and the Police Department in conjunction with the City Hall HVAC & Central Plant Chiller Replacement, Project 201830 for City ("Original Agreement"). Section 21 of the Original Agreement requires that any modifications to it must be in writing and signed by the parties.

City and Consultant desire to amend the Original Agreement to upgrade the existing HVAC control systems and supporting equipment in City Hall to a DDC (direct digital controls) system as well as providing commissioning services for the improvements made at City Hall, the Police Department and the Central Plant located behind the Police Department building during the design and construction phases to make sure all equipment installed is functioning efficiently and meeting all requirements of the design. In addition, City and Consultant wish to extend the duration of the Original Agreement to December 31, 2023. This is the First Amendment to the Original Agreement.

AGREEMENT

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

1. The Original Agreement is amended as follows:

   A. Section 3 of the Original Agreement is amended to read as follows:

   Description of Services. Consultant shall provide engineering services to prepare plans and specifications to repair the HVAC system for City Hall and the Police Department Buildings in conjunction with the City Hall HVAC & Central Plant Chiller Replacement, Project 201830 ("Project"), as more particularly set forth in Exhibit "A" to the Original Agreement, and Exhibit "A-1" to this First Amendment (collectively "the Services")

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

   Compensation and Payment. The total compensation payable by the City to the Consultant for the Services SHALL NOT EXCEED the sum of

$462,540 ("not to exceed amount").

1. The compensation payable by the City to the Consultant for the Services required by Exhibit A-1 of the First Amendment in the amount of $149,500 SHALL NOT EXCEED the total sum of $462,540.

City shall compensate Consultant for the Services rendered at the hourly rates or task amounts set forth in Exhibit "A" to the Original Agreement and Exhibit "A-1" to the First Amendment up to the not-to-exceed amount. Except as provided in the body of the Agreement, the hourly rates or task amounts are intended to be Consultant's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, overhead and administration costs, and any-and-all other costs, expenses, and charges incurred by Consultant, its agents, and employees to provide the Services.

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

Term. The term of this Agreement commences on the effective Date and terminates on the date the City has expended the Not to Exceed Amount or December 31, 2023, whichever occurs first.

2. These amendments are prospective and only apply to the Services rendered by Consultant after the execution of this Amendment. Unless otherwise stated herein, this Amendment does not relieve the parties of the terms and conditions of the Original Agreement as written and in effect at the time the Services were rendered.

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

[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: Steven D. Wynn

By: Steven D. Wynn
Title: CFO

Dated: January 21, 2022

CITY OF LIVERMORE:

Marc Roberts
City Manager

Dated:

APPROVED AS TO FORM:

Assistant/City Attorney

APPROVED AS TO INSURANCE:

Risk Manager/Analyst

Attachment:
Exhibit A-1 Scope of Work

barry | wynn
ARCHITECTS

EXHIBIT A-1
(Contract CC20-331 First Amendment)

January 5th, 2022

Joel Waxdeck
Assistant City Engineer
City of Livermore
1052 S. Livermore Ave.
Livermore, CA 94550

RE: Amendment to Scope of Work, City Hall HVAC & Central Plant Chiller Replacement, Project #2018-30

Dear Joel,

Pursuant to our meeting and conversations with City Engineering and Public Works Staff, we are adding a number of additional scope and services to our Scope of Work for current project City Hall HVAC & Central Plant Chiller Replacement. In general, this includes:

- **DDC Control System Upgrades and CO2 sensors at the City Hall**
- **HVAC Improvement Commissioning Services for Central Plant, Police Facility, and City Hall**

Details of the added Scope of Work are outlined on the following pages. Please let me know if you have any questions or concerns. We look forward to completing the work as discussed.

Sincerely,

Steven Q. Wynn

Steve Wynn, AIA
Barry & Wynn Architects, Inc.

CITY HALL HVAC & CENTRAL PLANT CHILLER REPLACEMENT PROJECT #2018-30

EXHIBIT 'A-1' – AMENDMENT 01

DESCRIPTION OF SERVICES

A. CLIENT AND PROJECT INFORMATION

Owner:	City of Livermore
Mailing Address:	Engineering Division Attn: Joel Waxdeck 1052 S. Livermore Ave. Livermore, CA 94550
Telephone:	(925) 960-4500 City Hall Office
Email:	jhwaxdeck@cityoflivermore.net
Specific project location:	Livermore City Hall 1052 S. Livermore Ave. Livermore, CA 94550
Project name:	Livermore City Hall HVAC & Central Plant Chiller - Improvements – AMENDMENT 1

B. ARCHITECTURAL SERVICES & FEES FOR AMENDMENT

We propose to offer the architectural and consultant services listed below on an hourly basis, not to exceed $ 149,500.

HVAC Control System Upgrades – Livermore Civic Center | City Hall

Fee Breakdown:

Investigation Phase

Architectural fees	$ 2,500
Mechanical Engineering fees	$ 3,000
Ammeter Electrical Reading	$ 6,000*
Investigation Phase Subtotal	$ 11,500

** Suggested allowance for Peak Load Electrical Reading Services if required by Electrical Engineer. Estimated fee not to exceed $6,000.*

Note: Consultant will reduce fees below if the scope of work is found to be less than the anticipated scope after completion of the Investigation Phase

Design Development / Construction Drawing / Permit – Bid Phase

City of Livermore City Hall

Fee Breakdown:

Architectural Fees (SD, DD, and CD Phases)	$ 8,000
Architectural Fees (Permit – Bid Phase)	$ 2,000
Mechanical Engineering Fees (DD & CD)	$ 16,100
Mechanical Engineering Fees (Permit / Bid)	$ 1,000
Structural Engineering Fees	$ 3,400
Electrical Engineering Fees	$ 4,000
DD / CD Phase Subtotal	$ 34,500

Construction Administration Support Phase

Fee Breakdown:

Architectural Fees	$ 6,000
Mechanical Engineering Fees	$ 4,500
Structural Engineering Fees	$ 1,000
Electrical Engineering Fees	$ 1,000
CA Phase Subtotal	$ 12,500

Commissioning Estimate fees:

Control System Upgrades at City Hall	$ 17,000

Cost Estimate fees:

City Hall	
Concept Estimate:	$ 2,500
60 % CD Estimate:	$ 3,500
Final Estimate:	$ 4,500
Cost Estimate Subtotal:	$ 10,500

Total Not to Exceed:	**$ 86,000**

HVAC Control System Upgrades – Livermore Civic Center | Central Plant and Police Facility
(Commissioning and Additional Construction Administration Services)

Fee Breakdown:

Construction Administration Support & Commissioning Phase

Fee Breakdown:

Architectural Fees	$ 13,000
Mechanical Engineering Fees	$ 6,500
Electrical Engineering Fees	$ 3,000
CA Phase Subtotal	$ 22,500

Commissioning Consultant Estimate fees:

Control System Upgrades at Central Plant & Police Facility	$ 41,000

Total Not to Exceed:	**$ 63,500**

GRAND TOTAL NOT TO EXCEED = **$ 149,500**

C. DETAILED SCOPE OF WORK

1. LIVERMORE CIVIC CENTER | CENTRAL PLANT AND POLICE FACILITY

Additional Construction Administration Services

a) Based on recent communication with the City it was determined that the construction schedule for the contractor could be approximately one year in duration due to the size and complexity of the work and lead times needed to order mechanical and electrical system equipment. As a result, additional time allocated for Construction Administration will be required to manage extensive work related to HVAC improvements at the Central Plant and Police Facility.

b) Additional Construction Administration services will include support from Design Team Consultants.

c) Anticipated "Construction Support" to include the following items if requested:

- **i)** Review submittals, shop drawings, respond to RFI's, prepare design clarifications as necessary, provide cost estimates for change orders as necessary, and input for field conditions as needed.
- **ii)** Participate in construction meetings. Allowance of (36) meetings.
- **iii)** Occasional visits to the site during construction as we determine are appropriate. Maximum of (9) visits are included.
- **iv)** One Final observation site visit.
- **v)** Provide written punch list which would include report from other consultants.

Central Plant and Police Facility | Commissioning Services

- Scope description similar to the information provided below.

2. LIVERMORE CIVIC CENTER | CITY HALL HVAC DCC CONTROLS UPGRADE

a) Site Investigation with Recommendations

B&W and Mechanical Engineer will conduct one (1) onsite field investigation to include:

i. Verify location and conditions of existing control system.
ii. Visual inspection on control system sensors and locations
iii. Inspect control system network conditions and location.
iv. We are proposing to have a Siemens local tech rep to assist in verifying existing conditions.

b) Update DDC Controls:

i. Controls include (4) air handlers, (114) VAV boxes, (4) pumps, miscellaneous split system and exhaust fans.
ii. Components that can be left in place (i.e., VAV controllers, thermostats) will be allowed to remain where it is feasible and/or compatible with updated system.
iii. Proposed control improvement's objective will be to have a modern DDC controlled system.

c) Review City furnished 'as-built' Electrical / Mechanical / Plumbing drawings.

d) City to provide:
   i. All available "as-built" construction drawings.
   ii. 30-Day (or longer) PG&E billing statements that show peak load information for our electrical engineer to review for his loading analysis. If reference to peak loading is not available, this proposal provides an allowance of not to exceed $6,000 for an Electrician to make ammeter recordings, as necessary (72-Hour Recording Ammeter readings).
   iii. CITY will provide on-site support (such as an electrician and / or City staff) that may be required to facilitate access to areas and equipment, trace existing circuits, etc.

D. PROJECT DELIVERABLES - CITY HALL DDC CONTROLS UPGRADE

Project includes the following estimated deliverables:

- HVAC DDC Control Systems Analysis & Recommendation Report
  - Draft at 60% - Milestone: Week of 02/28/2022
  - Final at 100% - Milestone: Week of 03/14/2022

- Construction Documents as required for permit, bidding, and construction administration
  - Draft at 60% - Milestone: Week of 04/18/2022
  - Pre-Final at 90% - Milestone: Week of 05/09/2022
  - Final at 100% - Milestone: Week of 05/27/2022

- Cost Estimate
  - Concept Estimate at Analysis Report
  - Draft at 60% CD Phase – Milestone: Week of 05/03/2022
  - Final at 100% CD Phase – Milestone: Week of 06/06/2022

E. COMMISSIONING - CENTRAL PLANT, POLICE FACILITY, AND CITY HALL

Architectural

Architect will coordinate Project Requirements with City and Commissioning Agent, including integrating commissioning requirements into the overall bid package, and into the project Specifications.

Commissioning Agent

Glumac will act as the Commissioning Authority (CxA) and will oversee and participate in the commissioning process to assist in ensuring that the building's commissioned systems are complete, fully functional and perform in accordance with the project requirements and design intent. Our approach is based on the LEED v4.1 Reference Guide, the California Energy Code, the California Green Building Code, the Federal General Services Administration Model Commissioning Plan and Guide Specification (Version 2.05) and the ASHRAE document, The HVAC Commissioning Process, ASHRAE Guideline 0-2005, as well as Glumac Commissioning Best Practices.

BUILDING COMMISSIONING AND VERIFICATION
Glumac will coordinate, lead, review, and oversee the completion of the following commissioning process activities:

I. The Basis of Design Documentation

1. The Basis of Design (BOD) describes the building systems to be commissioned and outlines design assumptions not indicated in the design documents. The design team develops the BOD to describe how the building systems design meets the systems that were selected. As the CxA, Glumac shall review the BOD for clarity and completeness and ensure that the BOD satisfies the LEED requirements. The BOD is most effective when developed early in the project design and updated as necessary throughout the design process. At a minimum, the BOD shall include the following sections:

a. HVAC systems and controls;
b. Exterior Enclosure Systems;
c. Renewable energy systems (if any);
d. Water reuse systems (if any);
e. Building occupant and Operation and Maintenance (O&M) personnel expectations;
f. Governing Codes and Standards.

2. As the CxA, Glumac shall review the BOD for clarity and completeness and verify that the BOD meets the Title 24 requirements.

II. Commissioning Review of Construction Documents and Back-Check

1. Glumac will provide a focused "commissioning review" of the design construction documents. A commissioning review is intended to provide a detailed review of design drawings and specifications with a focus on coordination of the commissioned systems and adequacy of the design for achieving the BOD requirements. Glumac will also back-check the review comments in the subsequent design submission.

III. Commissioning Measures / Specifications

1. Commissioning measures that are to be included in the construction documents, plans and specifications requires the outline of commissioning requirements, documentation, and responsibilities. Glumac will develop and incorporate commissioning specification requirements into the construction documents specifications.

IV. The Commissioning Plan

1. The Commissioning Plan (Cx Plan) establishes the commissioning process guidelines for the project and commissioning team's level of effort by identifying the required commissioning activities to verify that the BOD is met. The Cx Plan also includes a commissioning schedule from design to occupancy. Glumac will develop and utilize a Cx Plan that will be updated and used throughout the commissioning process. The Cx Plan shall include at a minimum:

a. General project information;
b. Commissioning goals;
c. Systems to be commissioned;
d. Commissioning team information;
e. Commissioning process activities, schedules, and responsibilities.

V. Review of Contractor Submittal

1. Glumac will review the contractor submittals relative to the systems being commissioned for compliance with the BOD documents. This review needs to occur in parallel with the design team review process to ensure that our comments are considered prior to approval.

VI. Commissioning Process Administration

1. To ensure that the equipment and systems are installed and operating correctly and satisfy the BOD, Glumac will:

a. Conduct a Commissioning Kickoff Meeting early on with the Design Team where Glumac will review the Commissioning Process and the roles and responsibilities of the team members. An additional Commissioning Kickoff meeting will be conducted at the start of the construction phase of the project to review the Commissioning Process with the Construction Team.
b. Review the contractor submittals relative to the systems being commissioned to familiarize ourselves with the equipment and systems on the project.

c. Develop and utilize a Commissioning Issues and Benefits Log to be used throughout the commissioning process.

d. Glumac will collaborate with the construction team to develop Pre-functional Checklists for the equipment outlined in the Cx Plan. The checklists will be used to verify that the equipment is onsite, properly installed and ready for startup.

e. Conduct Commissioning Meetings with the Design and Construction Teams as necessary throughout the duration of the project to review progress to date, any commissioning issues, documentation, and reporting. Based on the current schedule, we are anticipating up to (10) meetings via teleconference and (4) meetings in person.

f. Conduct Commissioning Site Observations at key phases of the project as deemed necessary by the CxA. Construction progress and installation will be reviewed, and a Site Observation Report submitted after each visit. Based on the current schedule, we are anticipating up to (4) site observations as scheduled in conjunction with onsite meetings.

VII. Functional Testing

1. Functional Performance Tests (FPT) demonstrate the correct installation and operation of each component, system and system to system interface.

a. Glumac will develop the FPT Procedures for the equipment and systems to be commissioned as outlined in the Cx Plan. These test procedures will provide direction and clear order to the testing process as well as define system pass/fail criteria.

b. The FPT's will be carried out by the installing contractors with Glumac witnessing and documenting the results.

c. Glumac will evaluate the Functional Test Results to ensure that the commissioned systems are functioning in accordance with the BOD.

VIII. Commissioning Report

1. The Commissioning Report (Cx Report) documents the commissioning process and test results. At a minimum, the Cx Report will include:

a. An Executive Summary with results of the Commissioning Process including observations, conclusions and any outstanding items.

b. A Commissioning Issue Log identifying deficiencies discovered during the commissioning process, how they were resolved, and any seasonal testing scheduled for a later date.

c. System performance test results including the Pre-Functional Checklists and Functional Test Results.

d. Commissioning Process Documents
   1) The Final Cx Plan;
   2) Owner's Project Requirements;
   3) Basis of Design;
   4) Commissioning Specifications.

IX. Verification of Training

1. Systems Operations Training verifies that a training program is developed and provided to the appropriate maintenance staff(s) for the equipment and systems commissioned on the project. The training requirements are specified in the project specifications. Glumac will administer the training program by performing the following activities:

a. Review the goals and objectives of each training session;
b. Review training agendas, topics and length of instruction;

c. Review instructor information and qualifications;
d. Review the training location;
e. Review attendance forms;
f. Review training materials;
g. Review how training will be archived for future use.

EQUIPMENT AND SYSTEMS TO BE COMMISSIONED:

The following is the preliminary list of equipment and systems that are proposed to be commissioned under this project:

A. Heating, ventilation, and air conditioning (HVAC) systems;
   1. Chillers / Boilers and supportive equipment (Central Plant)
   2. Split System Heat Pump Systems
   3. General Exhaust Fans

B. Associated HVAC controls / automation systems;

C. Electrical Distribution Systems
   1. Panelboards
   2. Dry Type Transformers
   3. Grounding Systems

ASSUMPTIONS:

The following assumptions are made in the preparations of this proposal:

A. Our scope and fees are based on construction starting Summer 2022, and substantial completion by Fall 2023.
B. There is time available in the Pre-Construction schedule to allow for incorporation of the Commissioning Specification into the Construction Specification.
C. The Owner/Architect will provide the Basis of Design (BOD) documents for our work.
D. The Owner/Architect will provide the design documents (drawings and specifications) for our work.
E. The Owner/Architects will provide the contractors' submittal documents, test and balancing data, and other required documents.
F. We include the use of digital photography within our documentation and will require notification if this practice is not acceptable.
G. We anticipate that the work will be performed during normal business hours between 7:00 AM and 6:00 PM. Alternate schedules may require an additional fee.
H. Glumac will not provide the "Acceptance Testing Forms" (Envelope, Mechanical, Plumbing, Process and Electrical). The installing contractor shall provide (complete and sign) all required "Acceptance Testing Forms" per 2019 California Title-24 Energy Code.

I. We allot one (1) retest per system for failure. Additional may result in additional time onsite and associated fees per Glumac's standard hourly rates.
J. Sampling, where there are multiple pieces (25 or more) of equipment of the same type such as VAV Terminal Units, Fan Coils, Exhaust Fans, etc. 10% sample testing may be performed. Of the 10% sample, for every failed test, another will be added.
K. Seasonal testing and performance evaluation of systems operations may be required due to time of year project completion.
L. The equipment and systems commissioned under this scope of work is limited to those mentioned above. If additional equipment and systems are to be commissioned, additional service fees will apply.
M. Our proposal includes One Commissioning Review of the equipment Submittals. If multiple submittals are submitted and additional reviews are needed that result in additional review time, there may be associated fees incurred per Glumac's standard hourly rates.

ELECTRICAL & MECHANICAL

Participate in virtual conference meetings, and coordinate with City, Commissioning Agent, and Consultant Team regarding commission coordination.

F. PROJECT SCHEDULE – LIVERMORE CITY HALL DDC CONTROLS UPGRADE

Improvements Analysis and Recommendations Report shall be completed within 60 days of authorization to proceed. Final Construction Documents shall be completed within 90 days of approval of Improvement Analysis and Recommendations.

G. PROJECT TEAM - ADDITIONS

Commissioning Agent:

Chris Miller, LEED AP Building Design + Construction
GLUMAC, Inc.
900 Lafayette Street, Suite 610
Santa Clara, CA 95050
408-387-5789 (office)
Email: cmiller@glumac.com

H. PROJECT KEY PERSONNEL AND HOURLY RATE SCHEDULE

FOR CITY HALL HVAC & CENTRAL PLANT CHILLER REPLACEMENT PROJECT #2018-30

Barry & Wynn Architects, Inc.

Name	Rate ($/hour)
Steve Wynn | Principal	$235

Patricia Stenger | Architect	$175
Rod Sepulveda | Senior Project Manager	$175
Roandrick Soriaga | CAD Designer	$130

Turley & Associates Mechanical Engineering Group, Inc.

Principal	$215
Senior Engineer	$195
Senior Project Manager	$160
Project Engineer	$145
Designer	$120
Revit Technician	$110
CAD Operator	$80
Clerical	$70

Int Elect Engineering Inc.

Principal Engineer	$210
Project Manager	$196
Project Engineer	$166
Senior CAD Technician	$110
CAD Technician	$88
Clerical	$55

GLUMAC Engineers (Commissioning)

Principal Engineer	$275
Project Manager	$250
Commissioning	$235
Project Engineer	$225
Project Administrator	$150

Idea Structural Engineering Inc.

Principal Engineer	$195
Project Engineer	$175
Assistant Engineer	$125
CAD Technician	$75

Paw Print Specs (Specification Writer)

Specification Writer	$165

LIVERMORE
CALIFORNIA

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

DATE: March 28, 2022

TO: Honorable Mayor and City Council

FROM: Scott Lanphier, Public Works Director

SUBJECT: Resolution authorizing execution of an agreement with EOA, Inc. for stormwater regulatory compliance assistance in an amount not-to-exceed $120,000

RECOMMENDED ACTION

Staff recommends that the City Council adopt a resolution authorizing the execution of an agreement with EOA, Inc. for stormwater regulatory compliance assistance in an amount not-to-exceed $120,000.

SUMMARY

Staff have a need for consultant services to assist with performing visual trash assessments and other regulatory compliance assistance to meet certain requirements of the City's stormwater permit. EOA, Inc. has provided quality service in the past and staff are recommending that these services continue to be provided by this company.

DISCUSSION

The City of Livermore holds a National Pollutant Discharge Elimination System (NPDES) Permit for its stormwater conveyance system ("the system"). Among the many provisions of this permit is a requirement to account for and prevent litter and debris from entering the system. This is accomplished through a combination of on-land visual trash assessments and the installation and operation of trash capture devices. EOA, Inc. has provided professional services to the City's Water Resources Division for many years, assisting staff by conducting these visual assessments and providing expertise in regulatory compliance as needed. Staff would like to continue to secure these services from EOA, Inc. in order to meet regulatory requirements included in the City's NPDES Permit. The proposed agreement will provide services over the course of three fiscal years (FY 2021-22 through FY 2023-24).

FISCAL AND ADMINISTRATIVE IMPACTS

The total not-to-exceed cost of the proposed agreement is $120,000, out of which $45,000 is budgeted for each of the fiscal years, FY2021-22 and FY2022-23, in the Storm Water Enterprise Fund (Fund 220). The expected remaining funding of $30,000 will be included in the FY2023-24 budget proposal as part of

the future budget cycle. Staff does not anticipate any new administrative or staffing impacts should this agreement be approved.

ATTACHMENTS

1. Resolution
2. Exhibit A - Professional Services Agreement with EOA, Inc.

Prepared by: Anthony Smith
Management Analyst II

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Tina Olsen
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH EOA, INC. FOR STORMWATER REGULATORY COMPLIANCE ASSISTANCE IN AN AMOUNT NOT-TO-EXCEED $120,000

The City of Livermore owns, operates, and maintains a stormwater conveyance system. This system requires a National Pollutant Discharge Elimination System (NPDES) Permit to operate. This permit requires the City to take certain actions related to the capture of trash and debris.

City staff requires the support of a consultant to perform on-land visual trash assessments and provide expertise as needed. EOA, Inc. has provided this service to the City in previous years and has proved effective. Staff recommends that the City continue to have these services provided by EOA, Inc.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby authorizes the execution of a professional services agreement with EOA, Inc. for stormwater regulatory compliance services in an amount not-to-exceed $120,000, attached as Exhibit A.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on March 28, 2022, by the following vote:

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

ATTEST: APPROVED AS TO FORM:

_____ */s/ Tara M. Mazzanti*

Marie Weber
City Clerk

Tara M. Mazzanti
Assistant City Attorney

Exhibit A – Professional Services Agreement with EOA, Inc.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2022, by and between the City of Livermore ("City"), a municipal corporation, and EOA Inc. ("Consultant"), a California corporation.

RECITALS

City requires professional services to conduct on-land visual trash assessments, assist with developing annual stormwater reports, and provide on-call technical assistnace.

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

AGREEMENT

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

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

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

3. Description of Services. Consultant shall provide the following professional services as more particularly set forth in Exhibit "A" (collectively "the Services"):

Assist the City by performing required visual trash assessments each fiscal year, completing Section C.10 of the annual report, and provide on-call technical assistance related to Section C.10 and trash reduction measures.

4. Consultant's Responsibilities. Consultant shall:

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

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

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

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

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

(f) Coordinate the Services with Steven Aguiar, Environmental Complicance Supervisor ("Project Manager"), or such other person designated as the Project Manager by City;

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

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

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

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

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

(l) If applicable, Consultant shall ensure that all work for compensation is provided in compliance with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and prevailing wages. If applicable, Consultant shall comply with all prevailing wage laws, such as sections 1773, 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the California Labor Code and any other applicable wage and hour law. If any violation of prevailing wage law associated with this Agreement is deemed to have

occurred by any court or administrative authority, Consultant shall forfeit to the City, as a penalty, the sum of fifty dollars ($50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the applicable prevailing rates for any work done to accomplish the purposes of this Agreement; and,

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

5. Compensation and Payment.

(a) The total compensation payable by City to Consultant for the Services **SHALL NOT EXCEED** the sum of $120,000.00 ("not-to-exceed amount"). City shall compensate Consultant for the Services rendered at the hourly rates, task amounts or travel expenses set forth in Exhibit "A" up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates, task amounts or travel expenses are intended to be Consultant's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Consultant, its agents, and employees to provide the Services.

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

6. Term. The term of this Agreement commences on March 28, 2022, and terminates upon the completion of the Services or June 30, 2024, whichever occurs first.

7. 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 then assemble the work on the Services for delivery to City on the termination date. All compensation for Services performed prior to the termination date shall be payable to Consultant in accordance with Section 5.

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

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

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

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

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

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

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

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

14. Acceptance of Work. City's acceptance of, or payment to Consultant for, the Services does not release Consultant from its responsibility for the accuracy, completeness, or competency of the Services, nor do the actions constitute an

assumption of Consultant's responsibility or liability by City for any defect or error in the Services.

15. Conflict of Interest. Consultant represents that no City employee or official has a financial interest in Consultant. Consultant shall not offer, encourage, or accept any financial interest in any part of Consultant's business by or from a City employee or official during the term of this Agreement or as a result of being awarded this Agreement. If any of the Services are paid by reimbursement from an agreement between City and a private party, Consultant represents that it has not performed any work for that private party during the 12-month period prior to the execution of this Agreement, and that it shall not negotiate, offer or accept any contract for services from that party during the term of this Agreement.

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

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

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

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

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

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

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

TO CITY: Attention: Water Resources Division Manager
Water Resources Division
101 W. Jack London Blvd.
Livermore, California 94551

TO CONSULTANT: Attention: Chris Sommers
EOA Inc.
1410 Jackson Street
Oakland, CA 94612

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

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

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

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

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

****

Signatures and Attachment List on the Next Page

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:**

3/14/22

By: Christopher Sommers
Title: President

CITY OF LIVERMORE: **Dated:**

Marc Roberts
City Manager

APPROVED AS TO FORM:

Assistant/City Attorney

APPROVED AS TO INSURANCE:

Risk Manager/Analyst

Attachments:
Exhibit A – Scope of Work
Exhibit B – Insurance Requirements

EXHIBIT A
SCOPE OF WORK

Contractor shall provide all necessary labor, materials, equipment, and supplies to perform the following duties:

1. Perform On-land Visual Trash Assessments (OVTA) at approximately 40 sites each fiscal year (prior to June 30).
    a. Consultant shall assess each site three times during each fiscal year.
    b. Consultant shall complete field forms and photograph trash conditions observed during each event. Consultant shall enter OVTA data included on the field forms and photographs into a database that is accessible for City staff.
    c. Consultant shall submit the following deliverables each fiscal year: Completed datasheets for each OVTA event conducted, including photographs of trash conditions; on-going updates to EOA's on-line OVTA database; and GIS data layer of OVTA results.
2. Develop a draft (by August 15th each year) and final compliance report (within two weeks of City comments being received) for section C.10 of the City's stormwater permit.
    a. Consultant will complete all subsections of Section 10 based on data and information provided by the City regarding control measure implementation and hot spot cleanups, and data/information collected by Consultant.
    b. Consultant shall submit the following deliverables each fiscal year: one draft and one final Annual Report Section 10 (Trash Load Reduction).
3. On-Call Technical Assistance
    a. Consultant shall provide on-call technical and regulatory services as directed by the City. Services may include, but are not limited to, assisting City consultants/contractors with revisions to the City's Long-term Trash Load Reduction Plan, providing guidance on trash management control measures to meet the 90% compliance benchmark and 100% trash load reduction goals in MRP 3.0, load reduction estimates related to the implementation of new trash control measures, compliance reporting, and other stormwater management-related activities. Consultant will provide on-call services within the budget allotted and within timeframes agreed upon by Consultant and City.
4. Project Management
    a. Consultant shall provide project management and administration. The assigned project manager shall be Chris Sommers, President. John Fusco, Evan Bosinger, Andrea Bauman, and other staff will assist as needed.

REQUIREMENTS

1. All work shall be completed in compliance with applicable local, state, and federal regulations.

COMPENSATION

1. CITY shall compensate CONSULTANT at the following hourly rates:
    a. Principal: $299.00
    b. Managing Engineer/Scientist III: $291
    c. Managing Engineer/Scientist II: $274
    d. Managing Engineer/Scientist I: $262
    e. Senior Engineer/Scientist/Planner II: $220
    f. Senior Engineer/Scientist/Planner I: $202
    g. Associate Engineering/Scientist III: $192
    h. Associate Engineering/Scientist II: $183
    i. Associate Engineering/Scientist I: $155
    j. Assistant Engineering/Scientist: $140
    k. Technician, Administrative Manager: $121
    l. Clerical/Computer Data Entry: $86

2. Charges for services shall be in increments of one quarter-hour. Depositions/legal testimony charged portal-to-portal, at 200% of standard rates, with a four-hour minimum charge. In accordance with California Civil Procedure 2037.7, where applicable, the minimum fee must be paid prior to commencement of testimony. Preparation for court cases is charged on a time-and-materials basis as outlined above.

3. Reimbursement for expenses directly related to services provided will be charged at cost plus 10%. Examples of such direct expenses include:
    a. Costs of sub-consultants or subcontractors
    b. Costs of special fees (insurance, permits, etc.)
    c. Costs of copying, drafting, blueprints, etc. (EOA copies charged at $0.10 each for B&W, $0.35 each for color. Large format $0.15/sq ft for B&W, $0.50/sq ft for color)
    d. Costs of color map production supplies (color ink and large format paper)
    e. Costs or rental of special equipment. Daily use fees of monitoring equipment charged at the following rates:
        i. Single-parameter field meter - $10/day - Multi-parameter field meter and sonde - $100/day
        ii. Costs of authorized travel and related expenses
    f. Automobile mileage directly related to services, at current IRS rate.

EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:
   $2,000,000 per occurrence/**$4,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
   $1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
   Statutory limits as required by the State of California including **$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability."
4. Professional Liability/ Cyber Liability/Errors and Omissions:
   $2,000,000 per claim. Consultant/Contractor warrants that any retroactive date under this policy shall precede the effective date of this contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.

Deductibles and Self-Insured Retention

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

Acceptability of Insurers

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

Other Insurance Provisions

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

1. The City of Livermore, its officers, officials, employees, and designated

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

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

Verification of Coverage

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

LIVERMORE
CALIFORNIA

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

DATE: March 28, 2022

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution authorizing an agreement with Rincon Consultants, Inc., to provide on-call professional planning services in an amount not-to-exceed $316,797 and a supplemental appropriation of $86,160 for the cost of the agreement in Fiscal Year 2021-22.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the execution of an agreement with Rincon Consultants, Inc., in an amount not to exceed $316,797 to provide professional planning services, and a supplemental appropriation of $86,160 from the General Fund to cover the cost of the agreement for Fiscal Year 2021-22.

SUMMARY

The Planning Division is currently managing several large scale, multi-year programs including the General Plan Update, Climate Action Plan Update, Housing Element Update as well as a range of other City projects. The City has also seen an increase in private development applications and expects that trend to continue, particularly in the Isabel Neighborhood Specific Plan area, for the next several years.

The proposed Professional Services Agreement will enable Rincon Consultants, Inc. (Consultant), to provide on-call planning services to supplement staffing resources for a period of 24 months. The contract has a total not-to-exceed amount of $316,797. An appropriation of $86,160 is needed to cover contract costs for the rest of the current fiscal year. The remaining $230,637 would be required to be paid by the City over the two-year term of the agreement and will be added to the Fiscal Year 2022-23 budget during the budget update. A current industrial applicant is covering $93,152 of this cost through a direct payment to the City and development application fees would partly off-set the remaining costs over the course of the two-year period.

Supplementing staffing resources in the Planning Division for this two-year period will facilitate progress on the City's high-profile programs and complex projects, and enable the Division to continue providing high-quality customer service and meet required timelines for processing of private development applications.

DISCUSSION

City staff continues to implement significant programs to update the City's General Plan, Housing Element, and Climate Action Plan. Other projects include managing environmental review and technical analyses for the initiative to extend sewer service into the South Livermore Valley and development of code amendments to respond to State housing legislation. Downtown project implementation also continues to be a priority.

At the same time, the Planning Division is seeing significant development interest from property owners in the Isabel Neighborhood Specific Plan (ISNP) area following the City's adoption of the ISNP in November 2020. The City has already received four applications for property in the ISNP area and expect more in the coming one to two years. Applications to redevelop the mixed-use sites at Rincon Avenue and Pine Street and Pacific Avenue (former Nob Hill site) have also been submitted and require staff time to process.

The proposed Consultant will provide planning services to supplement project staffing on the large volume of private project submittals the City has received and expects to continue to receive over the next 24 months. Specifically, the Consultant will provide planning services for applications to annex and develop land within the City's Urban Growth Boundary near the Oaks Business Park, wireless telecommunication facilities, small-scale industrial warehouses, residential projects, and other projects as assigned by the Planning Division.

The planning services proposed under the Agreement will enable the Planning Division staff to focus internal efforts on priority projects and maintain appropriate levels of customer service in response to the high volume of private project applications the City has been receiving and expects to continue to receive over the next 24 months.

FISCAL AND ADMINISTRATIVE IMPACTS

The agreement is in the not-to-exceed amount of $316,797. This includes funding for the Consultant to assist with an annexation and development application on land within Surface Mine Permits 39 and 40 (SMP 39 and 40), and to assist the Planning Division with review of various planning applications. These expenditures were not contemplated in the City's 2-Year Financial Plan for 2021-2023. Staff is requesting an appropriation of $86,160 from the General Fund (Fund 001) to 8152-43130 Planning Contract Services Private for the Fiscal Year 2021-22. Funding for the remaining balance of $230,637 of the proposed agreement will be incorporated into the Fiscal Year 2022-23 budget as part of the budget update process. Over the course of the two-year period, the cost will be partly off-set through $93,152 in revenues from the applicant’s contribution and development application fees.

ATTACHMENTS

1. Resolution
2. Exhibit A - Agreement with Rincon Consultants, Inc.

Prepared by: Steve Stewart
Planning Manager

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Tina Olsen
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH RINCON CONSULTANTS, INC. IN AN AMOUNT NOT TO EXCEED $316,797 TO PROVIDE PROFESSIONAL PLANNING SERVICES AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $86,160 FROM THE GENERAL FUND FOR FISCAL YEAR 2021-2022

The Planning Division is currently managing several large-scale, multi-year programs including the General Plan Update, Climate Action Plan Update, Housing Element Update, and South Livermore Valley Sewer Initiative.

City staff continues to implement the City Council's Downtown Priority with multiple projects in various stages of review, construction, and litigation. Complex development applications in the Isabel Neighborhood Specific Plan area are also on file and in review along with applications for redeveloping the neighborhood mixed-use sites at Rincon Avenue/Pine Street, and Pacific Avenue.

The Planning Division requires a consultant to supplement staff with professional planning services.

The proposed agreement with Rincon Consultant, Inc. allows for services to commence January 25, 2022, and terminate January 25, 2024.

The project scope of work includes professional services to provide planning services for applications to annex and develop land within the City's Urban Growth Boundary near the Oaks Business Park, wireless telecommunication facilities, small-scale industrial warehouses, residential additions, and other projects as assigned by the Planning Division.

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

1. The City Manager is authorized to execute the professional services agreement with Rincon Consultants, Inc., attached hereto as Exhibit A, in an amount not to exceed $316,797 to provide professional planning services.

2. The amount of $86,160 is hereby appropriated from the City of Livermore's General Fund for Fiscal Year 2021-22 for the professional services agreement with Rincon Consultants, Inc.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on March 28, 2022, by the following vote:

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

ATTEST:

Marie Weber
City Clerk

APPROVED AS TO FORM:

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

Exhibit A – Agreement with Rincon Consultants, Inc.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2022, by and between the City of Livermore ("City"), a municipal corporation, and Rincon Consultants, Inc. ("Consultant"), a California corporation.

RECITALS

City requires professional services to provide contract planning services to assist City staff porcess a range of planning applications.

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

AGREEMENT

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

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

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

3. Description of Services. Consultant shall provide the following professional services as more particularly set forth in Exhibit "A" (collectively "the Services"):

To provide contract planning services to assist City staff porcess a range of planning applications.

4. Consultant's Responsibilities. Consultant shall:

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

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

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

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

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

(f) Coordinate the Services with Steve Stewart, Planning Manager ("Project Manager"), or such other person designated as the Project Manager by City;

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

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

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

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

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

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

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

5. Compensation and Payment.

(a) The total compensation payable by City to Consultant for the Services **SHALL NOT EXCEED** the sum of $316,797 ("not-to-exceed amount"). City shall compensate Consultant for the Services rendered at the hourly rates, task amounts or travel expenses set forth in Exhibit "A" up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates, task amounts or travel expenses are intended to be Consultant's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Consultant, its agents, and employees to provide the Services.

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

6. Term. The term of this Agreement commences on January 25, 2022, and terminates upon the completion of the Services or January 25, 2024, whichever occurs first.

7. 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 then assemble the work on the Services for delivery to City on the termination date. All compensation for Services performed prior to the termination date shall be payable to Consultant in accordance with Section 5.

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

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

10. Confidentiality. Consultant shall not disclose any confidential or proprietary information received from City to anyone except Consultant's employees who require

access to the information to perform the Services. This obligation shall survive termination and remain in full force and effect until the information, and any copies thereof, are destroyed or returned to City.

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

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

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

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

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

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

15. Conflict of Interest. Consultant represents that no City employee or official has a financial interest in Consultant. Consultant shall not offer, encourage, or accept any financial interest in any part of Consultant's business by or from a City employee or official during the term of this Agreement or as a result of being awarded this Agreement. If any of the Services are paid by reimbursement from an agreement between City and a private party, Consultant represents that it has not performed any work for that private party during the 12-month period prior to the execution of this Agreement, and that it shall not negotiate, offer or accept any contract for services from that party during the term of this Agreement.

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

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

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

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

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

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

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

TO CITY: Attention: Steve Stewart
City of Livermore
1052 S Livermore Avenue
Livermore, California 94550

TO CONSULTANT: Attention: Abe Leider, AICP CEP
Rincon Consultants, Inc.
449 15th Street, Suite 303
Oakland, CA 94612

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

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

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

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

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

****

Signatures and Attachment List on the Next Page

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:**

2-4-2022

By: ABE LEDER
Title: PRINCIPAL

CITY OF LIVERMORE: **Dated:**

Marc Roberts
City Manager

APPROVED AS TO FORM:

Assistant/City Attorney

APPROVED AS TO INSURANCE:

Risk Manager/Analyst

Attachments:

Exhibit A – Scope of Work
Exhibit B – Insurance Requirements

EXHIBIT A

Rincon Consultants, Inc.
449 15th Street, Suite 303
Oakland, California 94612

510 834 4455 OFFICE

info@rinconconsultants.com
www.rinconconsultants.com

January 27, 2022
Project No: 21-12114

Steve Stewart, AICP
Planning Manager
Community Development Department
City of Livermore
1052 S. Livermore Avenue
Livermore, California 94550
Via email: scstewart@cityoflivermore.net

Subject: Revised Proposal to Provide Contract Planning Services for Surface Mine Permit 39 and 40

Dear Mr. Stewart:

Rincon Consultants is pleased to submit this revised proposal to assist the City of Livermore with contract planning services for the proposed Surface Mine Permit (SMP) 39 and 40.

We understand that the City is requesting assistance with Annexation/Development Agreement/Site Plan Design Review for the SMP 39 and 40 application, and that the City anticipates the assignment to require approximately eight to 10 hours per week over approximately 78 weeks. The work will be performed remotely, other than site visits as needed and occasional in-person meetings and hearings.

Arthur Henriques, MUP, Senior Planner, will be Rincon's assigned staff for this effort. Mr. Henriques holds a Masters degree in Urban and Regional Planning from California State University, San Jose, and is a professional planner with over 30 years of public sector planning experience, primarily as a Planning Manager and as a Department Head. He has managed many complex private and local agency projects including capital development projects. Mr. Henriques's contract planning experience includes working for the cities of San Jose, East Palo Alto, Half Moon Bay, Marina, and the County of Monterey. **Abe Leider, AICP CEP,** will be Rincon's Principal-in-Charge.

Throughout the assignment, Mr. Henriques will assist with the processing of SMP 39 and 40, working under general direction of you and your staff.

COST

Rincon Consultants will provide these contract planning services on a time-and-materials basis. Consistent with our standard fee schedule (attached), Mr. Henriques's hourly rate will be $212 (Senior Professional II category). Mr. Leider's billing rate will be $280/hour (Principal I category). Mileage and other expenses will be billed in accordance with the standard fee schedule.

Based on your estimate of up to 10 hours per week, and assuming that all but an average of 0.5 hours per week are allocated to Mr. Henriques, the estimated budget for this assignment would be approximately $2,154 per week, which includes project management and other support services. With

the anticipated assignment duration of approximately 78 weeks, the total not to exceed cost estimate would be **$168,012** plus mileage and other reimbursable costs.

Additional services or other services outside of the scope of work described herein can be completed upon request; however, such additional work will only commence upon your written authorization.

* * *

We appreciate the opportunity to assist the City of Livermore contract planning services. This proposal is fully negotiable to meet the City's needs for this assignment. If you have any questions about this proposal, please do not hesitate to contact me.

Sincerely,
Rincon Consultants, Inc.



Abe Leider, AICP CEP
Principal
510-671-0175
aleider@rinconconsultants.com

Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	Hourly Rate
Principal II	$295
Director II	$295
Principal I	$280
Director I	$280
Senior Supervisor II	$245
Supervisor I	$228
Senior Professional II	$212
Senior Professional I	$197
Professional IV	$174
Professional III	$161
Professional II	$145
Professional I	$128
Associate III	$117
Associate II	$102
Associate I	$95
Senior GIS Specialist	$160
GIS/CADD Specialist II	$140
GIS/CADD Specialist I	$125
Technical Editor	$130
Project Accountant	$110
Billing Specialist	$95
Production Specialist	$105
Clerical	$95

*Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of $375.

Reimbursable Expenses

Direct Cost	Rates
Photocopies – Black and White	$0.20 (single-sided) & $0.40 (double-sided)
Photocopies – Color	$1.50 (single-sided) & $3.00 (double-sided)
Photocopies – 11 x 17	$0.50 (B&W) & $3.30 (color)
Oversized Maps	$8.00/square foot
Digital Production	$15/disc and $20/flash drive
Light-Duty and Passenger Vehicles*	$88/day
4WD and Off-Road Vehicles*	$140/day

* $0.65/mile for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 15%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to annual escalation**. Payment Terms.** All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within ten (10) days from receipt or per the contractually required payment terms.

Equipment	Day Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	$155
Four Gas Monitor	$133
Flame Ionization Detector	$107
Photo Ionization Detector	$80
Hand Auger Sampler	$60
Water Level Indicator, DC Purge Pump	$45
Natural Resources Field Equipment	
UAS Drone	$268
Spotting or Fiberoptic Scope	$165
Pettersson Bat Ultrasound Detector/Recording Equipment	$165
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	$110
GPS (Sub-meter Accuracy)	$65
Infrared Sensor Digital Camera or Computer Field Equipment	$55
Scent Station	$22
Laser Rangefinder/Altitude	$11
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	$9
Mammal Trap, Large/Small	$1.50/$0.50
Water and Marine Resources Equipment	
Boat (26 ft. Radon or Similar)	$600
Boat (20 ft. Boston Whaler or Similar)	$335
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	$165
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	$60
Refractometer (Salinity) or Turbidity Meter	$37
Large Block Nets	$110
Minnow Trap	$95
Net, Hand/Large Seine	$13/$55
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	$110
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	$140
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	$165
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubblers, Buckets)	$55
Underwater and Marine Sampling Gear (U/W Photo/Video Camera, Scuba Equipment (Tanks, BCD, Regulators, Wetsuits, etc.)	$55/diver
Marine Field Package (PFDs – Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	$55
Insurance, Hazard and Safety Fees	
L&H Dive Insurance	$55/diver
Level C Health and Safety	$65 person

EXHIBIT A

Rincon Consultants, Inc.
449 15th Street, Suite 303
Oakland, California 94612

510 834 4455 OFFICE

info@rinconconsultants.com
www.rinconconsultants.com

January 26, 2021
Project No: 21-12351

Steve Stewart, AICP
Planning Manager
Community Development Department
City of Livermore
1052 S. Livermore Avenue
Livermore, California 94550
Via email: scstewart@cityoflivermore.net

Subject: Revised Proposal to Provide Contract Planning Services for City of Livermore

Dear Mr. Stewart:

Rincon Consultants is pleased to submit this revised proposal to assist the City of Livermore with contract planning services to assist City staff process a range of planning applications.

We understand that the City is seeking assistance with completeness reviews on administrative and discretionary planning applications and preparing staff reports. Example projects include:

- Wireless telecommunication facility projects. Projects may range from administrative/staff level review and approval if consistent with the Livermore Development Code to Conditional Use Permits for new facilities (faux trees, etc.) for Planning Commission determination.
- Administrative/staff level review and approval for Site Plan Design Review Modification for an approximately 21,000 square foot facility for Stanford Health Care in an existing light industrial building.
- Project review and Planning Commission staff report preparation for Site Plan Design Review for a new single story industrial warehouse with accessory office areas located in the Airway Business Park.
- Project review and Planning Commission staff report preparation for Site Plan Design Review Modification for Vineyard Apartments, involving 11 new apartment units and ADU to an existing apartment complex.
- Other projects as assigned by City Staff.

We also understand the City anticipates the assignment to require approximately 20 to 30 hours per week over approximately 26 weeks (January 2022-June 30, 2022). The work will be performed remotely, other than site visits as needed and occasional in-person meetings and hearings to be conducted by local Rincon staff.

Arthur Henriques, MUP, Senior Planner, and **Vernon Umetsu, AICP Contract Planner** will be Rincon's assigned staff for this effort. **Lilly Rudolph , MPA, AICP, Senior Program Manager** will serve as point of contact for this proposal. **Abe Leider, AICP CEP,** will be Rincon's Principal-in-Charge. Both Mr. Henriques

and Mr. Umetsu are planning professionals with extensive experience in land use and development review for multiple planning agencies.

Our proposed cost estimate for this contract planning support is described below.

COST

Rincon Consultants will provide these contract planning services on a time-and-materials basis. Consistent with our standard fee schedule (attached), Mr. Henriques's hourly rate will be $212 (Senior Professional II category). Mr. Umetsu's hourly rate is $174 (Professional IV category). Ms. Rudolph's hourly rate will be $245/hour (Senior Supervisor II category). Mileage and other expenses will be billed in accordance with the fee schedule.

Based on our estimate of up to 30 hours per week, and assuming that all but an average of 0.5 hours per week are allocated to Ms. Rudolph, the estimated budget for this assignment would be approximately $5,722 per week, which includes project management and other support services. With the anticipated assignment duration of approximately 26 weeks, the total not to exceed cost estimate would be **$148,785** plus mileage and other reimbursable costs.

Additional services or other services outside of the scope of work described herein can be completed upon request; however, such additional work will only commence upon your written authorization.

* * *

We appreciate the opportunity to assist the City of Livermore contract planning services. This proposal is fully negotiable to meet the City's needs for this assignment. If you have any questions about this proposal, please do not hesitate to contact me.

Sincerely,
Rincon Consultants, Inc.

Lilly Rudolph, MPA, AICP
Senior Program Manager
805-947-4828
lrudolph@rinconconsultants.com

Abe Leider, AICP CEP
Principal
510-671-0175
aleider@rinconconsultants.com

Attachment: Rincon Consultants Standard Fee Schedule for Environmental Sciences and Planning Services

Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	Hourly Rate
Principal II	$295
Director II	$295
Principal I	$280
Director I	$280
Senior Supervisor II	$245
Supervisor I	$228
Senior Professional II	$212
Senior Professional I	$197
Professional IV	$174
Professional III	$161
Professional II	$145
Professional I	$128
Associate III	$117
Associate II	$102
Associate I	$95
Senior GIS Specialist	$160
GIS/CADD Specialist II	$140
GIS/CADD Specialist I	$125
Technical Editor	$130
Project Accountant	$110
Billing Specialist	$95
Production Specialist	$105
Clerical	$95

*Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of $375.

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Photocopies – Color	$1.50 (single-sided) & $3.00 (double-sided)
Photocopies – 11 x 17	$0.50 (B&W) & $3.30 (color)
Oversized Maps	$8.00/square foot
Digital Production	$15/disc and $20/flash drive
Light-Duty and Passenger Vehicles*	$88/day
4WD and Off-Road Vehicles*	$140/day

* $0.65/mile for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 15%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to annual escalation**. Payment Terms.** All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within ten (10) days from receipt or per the contractually required payment terms.

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Four Gas Monitor	$133
Flame Ionization Detector	$107
Photo Ionization Detector	$80
Hand Auger Sampler	$60
Water Level Indicator, DC Purge Pump	$45
Natural Resources Field Equipment	
UAS Drone	$268
Spotting or Fiberoptic Scope	$165
Pettersson Bat Ultrasound Detector/Recording Equipment	$165
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	$110
GPS (Sub-meter Accuracy)	$65
Infrared Sensor Digital Camera or Computer Field Equipment	$55
Scent Station	$22
Laser Rangefinder/Altitude	$11
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	$9
Mammal Trap, Large/Small	$1.50/$0.50
Water and Marine Resources Equipment	
Boat (26 ft. Radon or Similar)	$600
Boat (20 ft. Boston Whaler or Similar)	$335
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	$165
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	$60
Refractometer (Salinity) or Turbidity Meter	$37
Large Block Nets	$110
Minnow Trap	$95
Net, Hand/Large Seine	$13/$55
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	$110
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	$140
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	$165
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubblers, Buckets)	$55
Underwater and Marine Sampling Gear (U/W Photo/Video Camera, Scuba Equipment (Tanks, BCD, Regulators, Wetsuits, etc.)	$55/diver
Marine Field Package (PFDs – Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	$55
Insurance, Hazard and Safety Fees	
L&H Dive Insurance	$55/diver
Level C Health and Safety	$65 person

EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:
   $1,000,000 per occurrence/**$2,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
   $1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
   Statutory limits as required by the State of California including **$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability".
4. Professional Liability/Errors and Omissions:
   $1,000,000 per claim. Consultant/Contractor warrants that any retroactive date under this policy shall precede the effective date of this contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.

Deductibles and Self-Insured Retention

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

Acceptability of Insurers

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

Other Insurance Provisions

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

1. The City of Livermore, its officers, officials, employees, and designated

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

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

Verification of Coverage

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

LIVERMORE
CALIFORNIA

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

DATE: March 28, 2022

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution authorizing a lease agreement with Axis Community Health for medical clinic and office space at the Multi-Service Center, 3311 Pacific Avenue

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing execution of a lease agreement with Axis Community Health for medical clinic and office space at the Multi-Service Center, 3311 Pacific Avenue.

SUMMARY

Axis Community Health has requested to renew their lease of the medical clinic and office space at the Multi-Service Center (MSC). Axis serves thousands of residents at the Livermore clinic who are in need of affordable medical care and mental health services. If approved, the lease agreement ensures that Axis could continue to operate at the MSC for an additional five years, with a term ending December 31, 2027.

DISCUSSION

Since 1979, the City has provided office space to government agencies and non-profit organizations at the Multi-Service Center (MSC) at below-market rates to support the local availability of vital social services for low-income residents who would otherwise have to travel outside of the Tri-Valley. The MSC was originally constructed by the City with funds from the Federal Housing and Community Development Grant Act of 1974 to provide low cost office space to qualified public service oriented tenants within the community. The MSC is a 9,860 square foot building that includes a community medical clinic operated by Axis Community Health, private offices and cubical workspaces, a conference room, and staff area/kitchen. Eight agencies currently lease space in the Multi-Service Center, and numerous agencies have historically used the building's conference room for activities that support the City's social services network.

The MSC has been closed to the public for ADA accessibility and COVID related safety upgrades. Supply chain issues have created delays in completing the work, and additional ADA accessibility

upgrades are needed, however staff is scheduling all work and monitoring progress towards the goal of reopening the building by early Spring.

Axis Community Health is the only provider of primary medical care for low-income and uninsured residents of eastern Alameda County. Axis has leased a total of approximately 2,744 square feet of space for over 30 years at the Multi-Service Center. Axis provides a variety of services at the MSC clinic including basic medical care, family and prenatal services, pediatrics, immunizations, and mental health counseling. The clinic has served to anchor the services mix and create synergies with other non-profits operating in the building.

Staff recommends entering into a five-year lease with Axis starting at their current rent of $2,350 per month and continuing with an annual increase of two percent (2%) through a term ending December 31, 2027. The proposed terms will keep operating costs sustainable for Axis as the clinic re-opens to full capacity. As part of the new lease, Axis will assume its own daily janitorial and basic maintenance responsibilities for the clinic space. This will allow Axis to efficiently clean and maintain the area to medical clinic standards while resulting in a cost reduction for the City. The current rental rate of approximately $0.85 per square foot (or $28,200 per year) reflects a pro rata share of average monthly operating expenses. A comparable space at market rate would cost Axis approximately $2.25 per square foot (or $74,088 per year). Subsidizing rents and providing low cost space for community agencies like Axis allows them to maximize funding resources directed to medical care services and programming for their clients. The City policy on rent increases for other facilities is typically tied to fluctuations in the Consumer Price Index (CPI), however staff recommends City Council approve a two percent (2%) annual increase which will help defray future expenses while moderating operating impacts and providing cost predictability for for Axis.

If approved, the lease would run through a five-year term beginning January 1, 2022 and ending December 31, 2027.

FISCAL AND ADMINISTRATIVE IMPACTS

The Multi-Service Center is required to provide provide low-cost, below market rents for social service providers within the community by the Federal funding requirements used for the building's construction. If approved, the lease with Axis Community Health would generate revenue of $28,200 in the first year and $146,460 over the five-year term ending December 31, 2027. This rent will cover 100% of the pro-rata share of building operating expenses. However, the annual rent would still be considered low cost because the annual rent is $45,088 below market since a comparable space at market rate would cost Axis approximately $2.25 per square foot or $74,088 per year.

The new contract also includes an annual cost savings of $13,000 in janitorial contract, and $5,000 in staff and material cost as described below.

Tenant rents are used to offset annual operating expenses for the Multi-Service Center (including utilities, insurance, repairs, maintenance and building security), which average approximately $101,700 per year. The new lease agreement includes a reduction in janitorial and maintenance services provided by the City to the Axis clinic, which will reduce the City's janitorial contract for the building by approximately $13,000, or 50% annually. Maintenance staff and material cost savings are estimated at $5,000 per year. Rent revenue and expenses for the Multi-Service Center are budgeted to the City’s General Fund.

The City is required to implement provisions of the Government Accounting Standards Board (GASB) Statement No. 87, *Leases,* during current fiscal year. Based on the requirements for this Statement, the Finance Division has estimated that they will spend approximately 30 hours every year to comply with reporting requirements of this Statement for this lease. This equates to approximately $5,000 per year.

ATTACHMENTS

1. Resolution
2. Exhibit A - Signed Lease Agreement

Prepared by: Fran Reisner
Housing Programs Manager

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Tina Olsen
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT FOR SPACE AT THE MULTI-SERVICE CENTER WITH AXIS COMMUNITY HEALTH

The City's Multi-Service Center, located at 3311 Pacific Avenue in Livermore, provides office space at below-market rates in order to facilitate access to social services for local residents. The City wishes to enter into a five year lease with Axis Community Health for medical clinic and office space at the Multi-Service Center. Axis provides a variety of services at the MSC clinic including basic medical care, family and prenatal services, pediatrics, immunization, and mental health counseling.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that the City Manager is authorized to sign on behalf of the City of Livermore a lease with Axis Community Health, attached as Exhibit A.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on March 28, 2022, by the following vote:

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

ATTEST: APPROVED AS TO FORM:

_____ */s/ Tara M. Mazzanti*

Marie Weber
City Clerk

Tara M. Mazzanti
Assistant City Attorney

Exhibit A – Multi-Service Center Lease with Axis Community Health

RESOLUTION NO. _____

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§ 6103, 27383

Space above this line for Recorder's use.

CITY OF LIVERMORE

MULTI-SERVICE CENTER LEASE AGREEMENT

AXIS COMMUNITY HEALTH

THIS LEASE AGREEMENT ("Lease") dated as of this _____ day of _____, 2022, is made and entered into by and between the City of Livermore, a municipal corporation ("City") and Axis Community Health, a California nonprofit corporation ("Lessee").

RECITALS

A. The City owns that particular piece of real property ("Real Property") located at 3311 Pacific Avenue, Livermore, California 94550, and the facility referred to as the Multi-Service Center ("Building") as more particularly described in Exhibit A attached hereto and incorporated herein.

B. Lessee desires to lease from City and City desires to lease to Lessee that certain portion of the Real Property ("Leased Premises") as more particularly shown cross hatched on Exhibit A attached hereto and incorporated herein which Leased Premises constitutes approximately 2,744 rentable square feet of the Building.

C. The City leases space in the Building to community, government, educational, and non-profit agencies who provide social services to enhance the quality of life for all members of the community, consistent with the goals and purposes for which the Building was created and is operated.

D. Lessee provides medical care for low-income and uninsured residents of eastern Alameda County. Lessee desires to rent space in the Leased Premises to use as a community clinic for medical care, family planning, prenatal services, pediatrics, immunization and mental health counseling ("Stated Purpose"). The City desires to lease space in the Building for the Stated Purpose to Lessee and Lessee desires to lease from City the Leased Premises on the terms and conditions contained in this Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1) **Leased Premises.** City leases to Lessee and Lessee leases from City, the Leased Premises identified as space(s) Area Number 1 ("Clinic Space"), and offices Numbers 5 and 6, which collectively consist of approximately 2,744 square feet of floor space, as indicated on Exhibit A.

2) **Possession; Delay in Delivery of Possession.**

(a) Except as otherwise provided in this Lease, Lessee agrees to accept possession of the Leased Premises in its existing "as is" condition, including, but not limited to, all patent and latent defects and subject to all applicable laws, ordinances, and regulations governing and regulating the use of the Real Property and/or the Leased Premises and any recorded covenants, conditions, restrictions, easements, licenses, or right of ways.

(b) If City, for any reason whatsoever, cannot deliver possession of the Leased Premises to Lessee on or before the commencement date, this Lease shall not be void or voidable and no obligation of Lessee shall be affected thereby, and neither City nor City's agents shall be liable to Lessee for any loss or damage resulting therefrom. However, Monthly Rent owing hereunder shall be abated in proportion to that portion of the Leased Premises not delivered on or before the Commencement Date for the period commencing with the Commencement Date and ending on the actual delivery of possession of such portion of the Leased Premises by City.

3) **Security Deposit.** Lessee is making a good faith deposit with the City in the amount of $ (N/A) to ensure Lessee's faithful performance of the terms of this Lease. The deposit is a non-refundable amount to be used for cleaning and painting of the unit upon vacancy and does not include Lessee's payment obligation pursuant to Section 4(c) of Lease.

4) **Rent and Operating Expenses.**

(a) Lessee agrees to pay monthly rent ("Monthly Rent") as follows:

Months	Monthly Rent
[1-12]	*[$2,350]*
[13-24]	*[$2,397]*
[25-36]	*[$2,445]*

[37-48] [$2,494]

[49-60] [$2,544]

Rent shall be payable without deduction, offset, abatement, prior notice, or demand, except as otherwise provided herein.

(b) The Monthly Rent shall be payable in advance on the first day of each month at City's address as provided herein. In the event that the Term defined in Section 5 commences on a date other than the first day of a calendar month, then on the date of commencement of the Term, Tenant shall pay to City as Monthly Rent for the period from such date of commencement to the first day of the next succeeding calendar month that proportion of the first month's Monthly Rent due hereunder which the number of days between such date of commencement and the first day of the next succeeding calendar month bears to thirty (30). In the event that the Term for any reason ends on a date other than the last day of a calendar month, then on the first day of the last partial calendar month of such term, Lessee shall pay to City as Monthly Rent for the period from said first day of said last partial calendar month to and including the last day of the Term that proportion of that Monthly Rent then due hereunder which the number of days between said first day of said last partial calendar month and the last day of the term hereof bears to thirty (30).

(c) Upon execution of this Lease, Lessee shall pay $(N/A), which amount shall be applied toward the last payment of Monthly Rent due hereunder. City shall not be required to hold such last month's payment of rent in a segregated account or to pay Lessee interest on such payment.

(d) In the event of a Chronic Delinquency as defined in this subsection, at City's option City may require that monthly rent be paid by Lessee quarterly, in advance. This provision shall not limit in any way nor be construed as a waiver of any rights and remedies of City provided herein or by law in the event of delinquency. "Chronic Delinquency" shall mean failure by Lessee to pay monthly rent, or any other payments required to be paid by Lessee under this Lease, when due in any of three (3) months (consecutive or nonconsecutive) during any twelve (12) month period.

(e) If Lessee shall fail to pay any additional rent in accordance with the terms hereof, City shall have all the rights and remedies with respect thereto as City has for nonpayment of Monthly Rent.

(f) All payments must be made to the City of Livermore, attention Housing & Human Services and sent to 1052 S. Livermore Ave., Livermore, CA 94550.

5) Term. This Lease shall be for a term of five years commencing on January 1, 2022 ("Commencement Date") and terminating on December 31, 2027 ("Term"). This Lease shall supersede and replace any other lease between said parties, or their predecessors in interest, concerning the use of the Leased Premises, or any other space

or area of the Property.

6) Lessee's Use of Leased Premises.

(a) Use of Leased Premises. Lessee shall only use the Leased Premises for the Stated Purpose in the recitals.

(b) Appurtenant Rights. In addition to use of the Leased Premises during the term of this Lease Agreement, Lessee shall also have a non-exclusive right to use the Property's common areas, which include the conference room, hallways, kitchen/staff room area, common restroom, and other publicly accessible areas ("Common Areas"). All use of the Commons Areas shall be subject to the terms and conditions of this Lease and such other rules regarding their use as may be implemented by the City. Lessee further agrees to use the Common Areas in a manner which does not conflict or interfere with their use by the City or prevent their use by other Property tenants, unless exclusively reserved for use with the City's approval.

(c) Rules Regarding Use. Lessee shall observe and comply with the rules and regulations annexed to this Lease and, after notice of these rules, Lessee's use of the Leased Premises shall be subject to the following rules as may be reasonably implemented and revised by the City as provided in this Lease Agreement:

(i) Lessee shall not allow, authorize, or permit the Leased Premises, or any part thereof, to be used for any use or any illegal activity or purpose in violation of federal or state laws and/or ordinances, regulations and requirements of County, City, or any other enforcement authority.

(ii) Lessee shall not commit, allow, or permit to be used for any offensive or improper use or nuisance, the Leased Premises which may unreasonably or unlawfully disturb or damage the Property or Leased Premises.

(iii) Lessee shall not leave or store any trash, garbage, or refuse of any kind in, on, or about the Leased Premises and shall cause any refuse, trash, or other waste deposited on the Leased Premises by any of its employees, agents, or representatives to be picked up and disposed of in the appropriate manner so as to keep the Leased Premises in a neat and clean condition.

(iv) Lessee shall not use, commit, allow, or permit to be used or committed, any waste upon the Leased Premises.

(v) These rules regarding use of the Leased Premises shall also apply to Lessee's use of the Common Areas.

(vi) Use of the Common Areas shall be limited with equal access based on advance notice to Lessee, Property tenants, and City employees. Lessee agrees to use, clean, and maintain the Common Areas in such a condition that they can thereafter

be used prior to the City's routine maintenance; failure to do so shall result in the loss of use privileges. Use of the Common Areas shall be limited to Lessee's business activities to include use of the conference room limited to group meetings, trainings, and events. Common Areas may not be for personal use of Lessee's employees and third-party vendors. Lessee shall not be permitted to use the conference room and/or any other Common Area to meet with clients. Lessee shall not use the kitchen and staff room area to meet with clients.

(vii) Access to the Property after-hours shall be limited to Lessee's designated employees and contractors.

(viii) Excepting the Clinic Space, Lessee may not provide key access to third party vendors. A Designated Employee must be present when a third-party vendor needs to access the building and/or service room areas in the non-Clinic Space.

(d) Changes to Rules and Regulations of Use. In its discretion, City may make such changes to the rules set forth in Section 6(c) as it deems necessary. City shall give Lessee written notice of any such changes and Lessee agrees to comply with such provisions.

(e) Hazardous Materials. Lessee shall not cause or permit any Hazardous Materials to be permanently stored, used or disposed of in the Property, Leased Premises or Common Areas by Lessee, Lessee's agents, employees, contractors or invitees, without having obtained City's prior, written consent. For purposes of this Lease, the following terms shall have the meanings set forth below:

"Hazardous Materials" shall mean any toxic or hazardous wastes, pollutants, materials or substances, including, without limitation, asbestos, PCB's, petroleum products, radioactive substances or their by-products, other substances defined or listed as "hazardous substances", "hazardous materials", "hazardous wastes" or "toxic substances in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C §§ 5101, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Toxic Substance Control Act of 1976, 15 U.S.C. §§ 2601 et seq.; any "toxic pollutant" under the Clean Water Act, 33 U.S.C. §§ 1251 et seq.; any hazardous air pollutant under the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the California Hazardous Substance Account Act, California Health & Safety Code ("HSC") §§ 25300 et seq., the Hazardous Waste Disposal Land Use Act, HSC §§ 25100 et seq.; in or pursuant to or identified as causing cancer or reproductive toxicity in the California Safe Drinking Water & Toxic Enforcement Act of 1986, HSC §§ 25249.5 et seq.; and HSC §§ 25117, 25316; all as such laws may be amended; any hazardous or toxic substance, material, chemical, waste, or pollutant now or hereafter regulated under any other applicable Federal, State, or local environmental laws, without limitation; and any other matter in the nature thereof arising pursuant to the jurisdiction of any public agency.

"Hazardous Discharge" and "Contamination" shall mean the happening of any event involving an emission, spill, release, or discharge ("Release") into or upon (i) the air, (ii) soils or any improvements located thereon, (iii) surface or ground water, (iv) the sewer, septic system, or waste treatment, storage, or disposal system servicing the Premises, of any Hazardous Material, or (v) any other matter in the nature thereof arising pursuant to the jurisdiction of any public agency.

"Environmental Laws" shall mean all applicable Federal, State, and local laws, ordinances, regulations, orders, procedures, policies, and directives of every kind and nature whatsoever pertaining to Hazardous Materials in, at, on, under, or from the Leased Premises or any portion thereof.

7) **Tenant Improvements [if applicable to lessee].** City and Lessee acknowledge that Lessee desires to affect a program of Alterations for the renovation of the Leased Premises (all such Alterations being hereinafter referred to as the "Tenant Improvements"). The Tenant Improvements shall be accomplished in accordance with the provisions of Section 11 of this Lease, Construction and Repair, and the Tenant Improvements Addendum to the Lease and is subject to the following modifications:

(a) Upon a fully executed lease the Tenant Improvements may be commenced any time after the delivery date of the Leased Premises to Lessee and shall be completed within a reasonable period of time following commencement of such alterations. However, no delay in completion of the Tenant Improvements shall change or extend the Commencement Date or change or extend the Termination Date.

(b) Lessee shall bear the cost of the Tenant Improvements and the cost of architectural and engineering consultants in connection therewith, City shall have no liability or responsibility for repairs to, changes to, or code upgrades required in connection with the construction of the Tenant Improvements.

(c) Lessee shall not commence construction of any Tenant Improvements until:

(i) all required governmental approvals and permits have been obtained.

(ii) all requirements regarding insurance imposed by this Lease have been satisfied by the City's Risk Manager.

(iii) Lessee has given City at least ten (10) days' prior written notice of Lessee's intention to commence construction; and

(iv) Lessee has provided to City, at Lessee's sole cost and expense, a performance and payment bond in an amount equal to 150% of the estimated cost of the Tenant Improvements, to insure City against any liability for mechanics' and materialmen's liens and to ensure completion of the Tenant Improvements.

(d) Lessee agrees that as part of the Tenant Improvements, it shall cause to be constructed a demising wall between the Premises and the leased premises. Lessee agrees that within ten (10) days following the execution of this Lease, it shall cause its architect to complete an application for a building permit and submit to City for its approval working drawings for such demising wall. Following the receipt of City's approval and the issuance of a building permit with regard to such demising wall, Lessee will promptly commence and diligently pursue to completion such demising wall in accordance with the drawings approved by City.

(e) Construction of Tenant Improvements will require prior written consent by City which may be withheld at City's sole discretion. Should Lessee desire to construct improvements to the Leased Premises, Lessee agrees to submit all required applications, plans, designs, and construction timelines to City for review and approval. Lessee shall procure construction services only upon prior written approval by City. Lessee agrees to hire contractors and subcontractors approved by the City and who are in compliance with all applicable State and Federal contractor licensing requirements and prevailing wage requirements.

(f) Lessee is responsible for any maintenance of the Tenant improvements except as stated in section 8.

8) City Obligations.

(a) Services and Utilities. City shall furnish basic landscaping and gardening for the Property and basic janitorial service for the Leased Premises and Commons Areas, excepting the Clinic Space for which Lessee will provide its own janitorial service. Except as provided in Section 8(c) below, City shall also provide basic electricity, heat, gas, power, air conditioning, garbage, water, and sewer charges for the Leased Premises and Common Areas.

(b) Common Areas. City agrees to post and enforce rules for use of the Common Areas as well as a sign-up schedule for their use.

(c) Maintenance and Services. Except as otherwise provided herein, City shall at its own cost and expense, maintain the Real Property, the Building, Common Areas, and every part thereof, in good and sanitary order, condition, and repair. Limited janitorial services will be provided and includes basic cleaning services of the Leased Premises with the exception of the Clinic Space which shall be the responsibility of the Lessee): general cleaning five (5) times a week, including trash collection, sweeping, vacuuming, and cleaning restroom facilities. In additional to Limited janitorial services, the City may schedule additional maintenance on a quarterly, semi-annual, and/or annual basis in accordance with the City's facility maintenance schedule with the exception of the Clinic Space which shall be the responsibility of the Lessee. Additional maintenance may include strip wax and polish of non-carpeted floors, carpet cleaning, and window cleaning. City is responsible for replacement or repair of windows, mechanical (HVAC

system), plumbing and electrical equipment. Lessee is responsible for basic maintenance of fixtures in the Clinic Space (including for example but not limited to changing of light bulbs, window coverings, installation or replacement of soap, and sanitization or toiletry dispensers; and basic plumbing of clogged or broken plumping fixtures. City is responsible for replacement or repair of windows, mechanical (HVAC system) including the maintenance and changing of filters in accordance with the manufacturers recommendation, plumbing and electrical equipment. Damage by Lessee shall be repaired by City at Lessee's expense.

(d) Building Security.

(i) Panic Button. City shall provide a panic button in each tenant space that is connected to City's emergency response system. Lessee shall comply with the rules of use established by City for use of the panic button. Lessee shall not move the panic button without City's prior written approval. Lessee understands the panic button is not a protection against harm or injury but is merely a device that may be used to summon aid in a crisis situation. Lessee further understands that tampering with the panic button, moving it without City's written approval, or using it in a manner inconsistent with City's rules, may result in the panic button not functioning properly or being deactivated. It is Lessee's responsibility to understand and explain the operation of the panic button and City's rules of use to its employees. Lessee will be responsible for charges from the security company that result in a false alarm dispatch to the Livermore Police Department. This amount can range from $100-$500 dollars.

(ii) Locked Facility/After-Hours. The common entry doors of the Property shall be locked and secured by the City from 5:00 p.m. to 9:00 a.m. Monday through Friday and shall remain locked on the weekends and on all City holidays (collectively "After-Hours"). Lessee may access the Leased Premises After-Hours as provided in Section 9(e) below. Lessee is fully responsible for operating hours and providing exclusive access for its clientele in the Clinic Space.

9) Lessee Obligations.

(a) Services and Utilities. Lessee shall, at its own expense, pay for telephone and all other utilities and services incurred by Lessee for its use of the Leased Premises greater than the basic utilities and services provided by City at the time this Lease was signed ("Enhanced Services"). The costs for any Enhanced Services requested by Lessee, including but not limited to internet, telephone, and specialized cleaning and disposal, shall be at Lessee's cost. Any Enhanced Services shall be approved in writing by the City prior to installation and/or delivery.

(b) Common Areas. Lessee shall not assign its right to use the Common Areas to any third party and shall limit their use to its employees consistent with its use of and Stated Purpose for the Leased Premises. Lessee shall not station equipment, furniture, and/or belongings of any sort in the common areas. Lessee may not use common areas to meet with clients.

(c) Maintenance. Lessee agrees to provide City written notice of any necessary repairs not included in section 8 and/or that are a specific requirement for the Lessee to conduct business and grant City a reasonable opportunity to make such repairs.

(i) Lessee shall be responsible for the cost of any and all repairs or maintenance to the Building, Leased Premises, and/or Common Areas caused by negligent, careless, or willful acts of Lessee, its employees, agents, equipment, or invitees.

(ii) In consideration of leasing the Leased Premises, Lessee waives the provisions of California Civil Code §§ 1941 and 1942 and any other law that would require City to maintain the Leased Premises in a tenantable condition or would provide Lessee with the right to make repairs and deduct the cost of those repairs from the rent. Any controversy relating to a condition of the premises claimed to make the Leased Premises untenantable, may by application of either party be submitted to arbitration, pursuant to the provisions of Title 9 (commencing with Section 1280), Part 3 of the Code of Civil Procedure, and the costs of such arbitration shall be apportioned by the arbitrator between the parties.

(d) Building Security. Lessee agrees to keep a list of names of all Lessee's employees issued keys to the Property ("Designated Employees"), with the exception of the Clinic Space, and to provide this information to the City by completion of a building key agreement form for each employee issued building keys. This form is required for employees who are accessing the non-Clinic Space areas of the building through key card or building keys. Lessee shall recover all building keys from any Designated Employee who ceases to work for Lessee, and return them to City, and/or notify the City immediately when employee key card access should be disabled. A $100 deposit shall be paid by Lessee for each set of building keys issued. The deposit is refundable with the return of the keys to the City.

(e) Use After-Hours. Lessee may access the Leased Premises After-Hours, and provide services After-Hours, subject to the following:

(i) Lessee shall give written notice to City prior to using the Leased Premises (excluding Clinical Space) to provide services After-Hours;

(ii) In the event Lessee, or its employees, access the Leased Premises After-Hours, Lessee shall ensure the Leased Premises, all Common Areas, and the Property are secured at all times After-Hours; and,

(iii) Failure to secure and lock the Leased Premises and Property once an After-Hours use is completed shall constitute grounds for termination of the Lease.

(iv) Lessee may not provide access to third party vendors to the non-

Clinic Space without a Lessee employee present at all times. Third party vendors shall not represent the City or any of the existing tenants.

(f) Furnishings. Lessee shall supply all furnishings and office supplies at its sole expense. All furnishings provided by Lessor shall remain the property of Lessor. The City is responsible for furnishing the Common Areas of Leased Premises. The Property is equipped with partitions. Lessee agrees to make no alterations or improvements, including but not limited to, shelving along any partitions or walls. Any furnishings, counters, shelving, and improvements, attached in any way to the floors, walls, or ceilings, shall be subject to the City's prior written approval. The City shall have the right to charge Lessee for, and Lessee shall be responsible for paying, any damages to the Property, Leased Premises, or Common Areas resulting from unauthorized installation of furnishings. All furnishings and office equipment must remain in the leased area and shall not be installed or placed in the Common Areas.

(g) Parking. Lessee, or its employees, shall park vehicles on the street and/or available designated public parking and disability stalls. Lessee, or its employees, shall not park vehicles in the Pacific Avenue City employee parking lot.

(h) Reporting. Lessee shall report annually to the City in the form of the attached Exhibit C on the number of clients served by the Leased Premises. This data will be used for the purposes of assessing the community benefit of Lessees operations in the Building and reporting to the City Council on annual operations.

10) Condition of Leased Premises. Lessee represents and warrants that Lessee has made a thorough and complete inspection of the Leased Premises and all improvements and equipment located thereon, using qualified consultants and experts of its own choosing, and that the Leased Premises and all improvements and equipment located thereon are suitable for the Stated Purpose in the recitals, and for Lessee's Mission and are in good and sanitary order, repair, and condition. Lessee hereby accepts the Leased Premises, the Building and tenant improvements included in the Leased Premises in their present condition and, except as otherwise may be set forth herein, without representation or warranty by City as to the condition of such Leased Premises or as to the use of occupancy which may be made thereof.

11) Construction and Repair.

(a) Mechanic's Lien. Lessee shall pay, or cause to be paid, all costs and expenses for work done by Lessee, or caused to be done by Lessee, on the Leased Premises of a character which could result in any lien on the Property, and Lessee will keep the Property free and clear of any mechanic's lien and/or other lien on account of work done for Lessee or at its request.

Should any claims of lien be filed and/or recorded against the Property, or any action affecting the title thereto commenced, Lessee shall give City written notice thereof as soon as it has knowledge of the action.

(b) Construction. Lessee shall not build or construct any improvement, or make any structural change, addition, or remodeling to the Leased Premises, nor install any equipment, fixtures, or appurtenances in the Leased Premises without the City's prior written consent. Should City provide consent as per section 7 of Lease, Tenant Improvements. Lessee shall at its own cost comply with any and all Federal, State, or local laws and/or regulations applicable to any such construction, alteration, or remodeling to or within the Leased Premises to upgrade them to satisfy current standards.

12) Destruction. If the Leased Premises is totally destroyed during the term of this Lease Agreement by fire, flood, earthquake, or other casualty, whether or not covered by insurance, this Lease Agreement shall terminate and Lessee shall be liable for the rent only up to the time of such destruction.

13) Condemnation. If all or part of the Leased Premises is taken by condemnation such that the Leased Premises is no longer usable for the Stated Purpose contemplated by this Lease Agreement, this Lease shall terminate. Lessee shall be entitled only to that portion of the proceeds of condemnation which is directly attributable to the value of Lessee's interest in this Lease Agreement.

14) Compliance with Laws. Lessee agrees to comply with all applicable zoning, municipal, county and state laws, ordinances and regulations governing the use of the Leased Premises. Lessee agrees to secure and maintain throughout the Term and any Extended Term any federal, state or local licenses or permits required in order to use the Leased Premises for the Stated Purpose specified hereinabove. Lessee's failure to do so shall be considered a material breach of this Lease. Lessee is responsible for compliance with all Federal requirements for Tenant Improvements, Construction and or repair work outside of the City's obligations.

15) Assignment.

(a) Prohibition Against Assignment and Encumbrance. This Lease Agreement and any rights or obligations of Lessee hereunder shall not be sold, assigned, transferred, leased, assigned, sublet, conveyed, hypothecated either in whole or in part, or in any manner, without City's prior written consent. Lessee shall not allow any other person or entity to occupy or use all or any part of the Property, Leased Premises, or Commons Areas without first obtaining City's written consent. Consent to any assignment shall not constitute a further waiver of the provisions of this section.

(b) Involuntary Assignment. No interest of Lessee in this Lease Agreement shall be assignable by operation of law, including, without limitation, the transfer of this Lease by testacy or intestacy. Each of the following acts shall be considered an involuntary assignment:

(i) If Lessee is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act in which Lessee is the bankrupt party; or, if Lessee is a partnership or consists of more than one

person or entity, if any partner of the partnership or other person or entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors;

(ii) If a writ of attachment or execution is levied on this Lease Agreement;

(iii) If, in any proceeding or action to which Lessee is a party, a receiver is appointed with authority to take possession of the Leased Premises.

(iv) An involuntary assignment shall constitute a default by Lessee and City shall have the right to elect to terminate this Lease Agreement, in which case this Lease shall not be treated as an asset of Lessee.

(v) If a writ of attachment or execution is levied on this Lease Agreement, Lessee shall have ten (10) days in which to cause the attachment or execution to be removed. If any involuntary proceeding in bankruptcy is brought against Lessee, or if a receiver is appointed, Lessee shall have sixty (60) days in which to have the involuntary proceeding dismissed or the receiver removed.

16) Taxes. Lessee recognizes and understands that this Lease Agreement may create a real property possessory interest tax that may subject Lessee to real property taxes.

Lessee, prior to delinquency, shall pay all taxes, including possessory taxes, assessments and other governmental charges, general and special, ordinary and extraordinary, of any kind and nature whatsoever applicable to it lease and occupancy of the Leased Premises, including such taxes which are attributable to any alteration, expansion, modification, structural change, addition, remodeling and other improvement to the Leased Premises by Lessee, and all personal property taxes.

Lessee is not required to pay personal property taxes for property incurred by City as a result of their ownership of the Property and/or the Leased Premises.

17) Indemnity. To the fullest extent permitted by law Lessee shall hold harmless, indemnify, and defend with counsel selected by the City or otherwise acceptable to City, the City and its elected and appointed officials, officers, directors, employees, agents and designated volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Lessee's lease of the Leased Premises, or in connection with Lessee's failure to comply with any of its obligations contained in this Agreement, except for such Liability caused by the sole active negligence or willful misconduct of City. Lessee's obligations to hold harmless, defend, and indemnify shall not be excused because of Lessee's inability to evaluate Liability or because Lessee evaluates Liability and determines that Lessee 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 Lease Agreement. These

obligations shall survive the completion or termination of this Lease Agreement. Lessee must respond within 30 days to the tender of any claim for defense and indemnity by the City.

Except as otherwise provided in this Lease, City shall not be liable to Lessee, nor shall Lessee be entitled to terminate this Lease or to any abatement of rent for any damage to City's property or any injury to Lessee or any of Lessee's employees, agents, or invitees, or loss to Lessee's business arising out of any cause, other than City's active gross negligence or willful misconduct, including, but not limited to: (i) the failure, interruption, or installation of any heating, air conditioning, or ventilation equipment; (ii) the failure, interruption, or installation of any fire sprinklers or alarms; (iii) the loss or interruption of any utility service; (iv) the failure to furnish or delay in furnishing any utilities or services; (v) the limitation, curtailment, rationing, or restriction on the use of water or electricity, gas or any other form of utility; (vi) vandalism, malicious mischief, or forcible entry by unauthorized persons or the criminal act of any person; or (vii) seepage, flooding, or other penetration of water into any portion of the Premises. The provisions of this Section shall survive the expiration or sooner termination of this Lease.

Lessee, as a material part of the consideration given to City, hereby (i) assumes all risk of damage to property or injury to persons in, upon or about the Leased Premises arising from any cause including, but not limited to, any theft, vandalism, damage, injury to person or death resulting from the condition of the Leased Premises during the Term hereof but excluding any claims (except for those claims arising from City's alleged failure to supervise or control Lessee's actions or Lessee's use of the Leased Premises) arising from the negligence or willful misconduct of City, and (ii) waives all claims in respect thereof against City.

18) Insurance. For the duration of this Lease Agreement, Lessee shall procure and maintain, at its own cost, insurance in the amounts and under the terms set forth in Exhibit B attached hereto against claims for injuries to persons or damages to property which may arise from or in connection with this Lease Agreement. Lessee agrees to comply with any changes in the amounts and terms of such insurance as may be required from time to time by the City's Risk Manager, upon reasonable written notice.

19) Health Emergency Preparedness and Response. In the event this Lease is impacted by a national or localized outbreak of a highly contagious epidemic or pandemic the following shall apply:

(a) City agrees to comply with any and all Health Emergency Orders and preparedness plans whenever a Health Emergency is declared by a qualified agency such as the County of Alameda, the State of California, the Federal Government or a qualified internationally recognized organization tasked with declaring public health emergencies. Notwithstanding any notice requirements pursuant to this Lease, Lessee shall be deemed to have been notified of such Health Emergency's existence upon City providing notice thereof in accordance with this Clause.

(b) City shall have the right to make any revisions or modifications to this Health Emergency Preparedness and Response clause that it considers necessary or prudent for the safe and efficient operation of the Building. Upon City providing Notice of such revisions and modifications in accordance with the notice provisions of this Lease, or in the event that a Health Emergency exists, in accordance with the notice provision contained in the Lease or this clause, Lessee shall be deemed to have had Notice of such revision and modifications and shall be obligated to comply therewith.

(c) City shall have the full and unfettered right as part of implementing a Health Emergency Preparedness and Response Plan, to change the Operating Standards and the Building's general procedures with respect to the daily operation thereof, including, but not limited to:

(i) limiting the operating hours of the Building;

(ii) limiting or restricting access couriers may have to the Building;

(iii) providing services which are generally provided on-site from off-site locations;

(iv) limiting or restricting access to the Building by Lessee, its employees and its invitees;

(v) restricting public gatherings in the Building and Leased Premises;

(vi) to the extent not in conflict with privacy laws, requiring Lessor and its employees and invitees to sign in upon entering the Building and indicate whether or not they have been experiencing symptoms consistent with those which are known to exist in a health condition for which a Health Emergency has been declared;

(vii) removing from the Building Lessee, if Lessee is an individual, and any employee or invitee of Lessee exhibiting, or known to City to have recently suffered from, a highly contagious condition for which a Health Emergency has been declared, as determined by City in its sole discretion, and forcibly removing any such persons who do not vacate the Building on their own accord; and

(viii) closing all or any part of the Building if it determines that, as a result of a Health Emergency or the impact of a Health Emergency on staff or personnel of City, it is not safe to continue to operate the Building or certain parts of the Building.

(d) In the event a Health Emergency is declared, City shall implement a bulletin board, email or website notice system providing tenants with notice of actions taken, or scheduled to be taken, in accordance with the Health Emergency Preparedness and Response Plan. Any notice whatsoever placed on such bulletin board, email or website shall be deemed adequately and sufficiently given to Lessee notwithstanding any of the other notice provisions under this Lease. City shall have no obligation to make any

postings on such bulletin board, email or website and no failure to notify Lessee in accordance with such bulletin board, email or website system shall be deemed negligence on the part of City. City shall have no liability whatsoever for any losses, costs, expenses, claims or damages suffered by Lessee as a result of City's failure to inform Lessee of the existence of a Health Emergency. Lessee shall have no obligation to enact or abide by any actions taken or scheduled to be taken if Landlord fails to communicate such matters to Lessee.

(e) Lessee shall prepare, and at all times comply with, its own Health Emergency preparedness and response plan to coincide with and operate alongside this Health Emergency Preparedness and Response Plan. Such plan shall require Lessee to:

(i) send all employees home who exhibit symptoms consistent with those known to exist in a highly contagious condition for which a Health Emergency has been declared, and

(ii) at all times provide City with an up-to-date list of its key employees and representatives as well as their emergency phone numbers. Lessee's Health Emergency preparedness and response plan shall be modified in accordance with any reasonable direction by City.

(f) To the extent not in conflict with privacy laws, Lessee shall provide immediate notice to City during a Health Emergency of any employee or invitee exhibiting symptoms during a Health Emergency.

(g) City shall have the right during a Health Emergency to require Lessee to decontaminate all or any part of the Leased Premises, failing which City shall be entitled to enter the Leased Premises and do so at Lessee's expense. Any steps that City may choose to take are in its sole and unfettered discretion and nothing herein shall obligate City to affect any such decontamination.

(h) City has no obligation whatsoever to perform Health Emergency Preparedness and Response Drills. However, Lessee shall cooperate with any efforts of City to perform Drills and participate in any such Drill that City reasonably requests. City shall not be liable in any manner for any interruption to the business of Lessee or the access to the Leased Premises by Lessee, its employees or its invitees, so long as it performs its Drill outside of operating hours.

20) Termination.

(a) Termination by City. In the event Lessee engages in, or permits any other person to engage in, any illegal activities in, on, or about the Property, Leased Premises, or common areas, whether with or without a criminal conviction, City shall have the right to immediately terminate this Lease Agreement and demand Lessee surrender the Leased Premises.

Except for immediate termination as provided for in this Lease Agreement, should Lessee at any time during the term of this Lease Agreement be in default in the performance of any of the terms, conditions, rules, covenants, or requirements herein contained or otherwise agreed to by the parties, including the rules and regulations established by City regarding the use of, or access to, the Property, Leased Premises, and Common Areas, and should such default continue for thirty (30) days after written notice thereof from City to Lessee specifying the particulars of such default, or should Lessee vacate or abandon the Leased Premises, then in any such event it shall be at the option of the City, the City's right to declare this Lease Agreement terminated and re-enter the Leased Premises and take possession thereof and remove Lessee's fixtures and furnishings, and Lessee shall have no further claim thereon or hereunder.

(b) City's remedies in this section shall be in addition and supplemental to any and all other rights or remedies which City may have pursuant to this Lease Agreement and/or under the law.

(c) **Termination for Convenience.** This Lease Agreement may be terminated for convenience by either City or Lessee, in whole or in part, by giving notice of such termination, the effective date of the termination, and in the case of partial termination, the portion to be terminated. Written notice of termination must be provided at least thirty (30) days before the effective date of such termination.

21) **Default.** Any of the following events or occurrences shall constitute a material breach of this Lease by Lessee and, after the expiration of any applicable grace period, shall constitute an event of default (each an "Event of Default"):

(a) The failure by Lessee to pay any amount in full when it is due under the Lease;

(b) The failure by Lessee to perform any obligation under this Lease, which by its nature Lessee has no capacity to cure;

(c) The failure by Lessee to perform any other obligation under this Lease, if the failure has continued for a period of ten (10) days after City demands in writing that Lessee cure the failure. If, however, by its nature the failure cannot be cured within ten (10) days, Lessee may have a longer period as is necessary to cure the failure, but this is conditioned on Lessee's promptly commencing to cure within the ten (10) day period and thereafter completing the cure within thirty (30) days after City demands in writing that Lessee cure the failure. Lessee shall indemnify and defend City against any liability, claim, damage, loss, or penalty that may be threatened or may, in fact, arise from that failure during the period the failure is uncured;

(d) Any of the following: a general assignment by Lessee for the benefit of Lessee's creditors; any voluntary filing, petition, or application by Lessee under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment, vacation, or surrender

of the Leased Premises by Lessee without City's prior written consent; or the dispossession of Lessee from the Leased Premises (other than by City) by process of law or otherwise;

(e) The abandonment of the Leased Premises by Lessee.

22) Remedies. Upon the occurrence of an Event of Default, City may pursue all rights or remedies available to City at law or in equity.

23) Waiver. Any express or implied waiver of a breach of any term of this Lease shall not constitute a waiver of any further breach of the same or other term of this Lease; and the acceptance of rent shall not constitute a waiver of any breach of any term of this Lease, except as to the payment of rent accepted.

24) Surrender of Leased Premises. Upon the expiration of this Lease Agreement, or no later than ten (10) days after its termination, Lessee shall surrender the Leased Premises to City, and all improvements and alterations thereto, in good condition except for ordinary wear and tear occurring after the last necessary maintenance made by Lessee and/or destruction to the Leased Premises covered by section 6. Such improvements and alterations shall not include the fixtures and furnishings which shall be removed by Lessee prior to the surrender of the Leased Premises.
Lessee shall perform all restoration made necessary by the improvements or alterations or by the removal the fixtures and furnishings within the time periods stated in this section. City may elect to retain or dispose of in any manner any alterations, improvements, fixtures, or furnishings that Lessee does not remove from the Leased Premises on expiration or termination of the Lease Agreement by giving at least ten (10) days' notice to Lessee. Title to any such improvements, alterations, fixtures, or furnishings that City elects to retain or dispose of on expiration of the ten (10) day period shall vest in City. Lessee waives all claims against City for any damage to Lessee resulting from City's retention or disposition of any such improvements, alterations, fixtures, or furnishings. Lessee shall be liable to City for City's costs for storing, removing, and disposing of any improvements, alterations, fixtures, or furnishings.

25) Entry by City. Lessee shall permit City, its officials, officers, employees, and agents to enter into and upon the Leased Premises upon reasonable notice for the purpose of inspecting the Leased Premises, enforcing the rules and regulations under this Lease Agreement, and the posting of such legal notices as City may deem necessary or convenient.

(a) City and its agents may enter the Leased Premises at any reasonable time upon reasonable notice to Lessee, or immediately in the case of an emergency, for the purpose of: (i) inspecting the Leased Premises; (ii) posting notices of nonresponsibility; (iii) supplying any service to be provided by City to Lessee; (iv) showing the Leased Premises to prospective purchasers, mortgagees, or tenant's; (v) making necessary alterations, additions, or repairs as required by this Lease or to otherwise perform City's duties under this Lease; (vi) determining whether Lessee is complying with the terms of

this Lease; (vii) performing Lessee's obligations when Lessee has failed to do so after written notice from City, if required by the terms of this Lease; (viii) placing on the Leased Premises ordinary for lease signs or for sale signs; (ix) doing of other lawful acts that may be necessary to protect City's interest in the Premises under this Lease; and (x) responding to an emergency.

(b) City shall have the right to use any means City deems necessary and proper to enter the Leased Premises in an emergency. Any entry into the Leased Premises obtained by City in accordance with this Section shall not be a forcible or unlawful entry into, or a detainer of, the Leased Premises, or an eviction, actual or constructive, of Lessee from the Leased Premises, nor shall such entry give rise to a claim for rent abatement.

26) Accessibility Requirements. The following requirements are included herein by City to comply with Civil Code, § 1938:

☐ The Premises have not undergone inspection by a Certified Access Specialist (CASp).

☒ The Premises has undergone a review and inspection by a Certified Access Specialist (CASp) and a CASp report has not been prepared.

☐ Attached hereto is a copy of the current disability access inspection certificate.

☐ Lessee acknowledges that it has received at least 48 hours prior to the execution of this Lease a copy of the report prepared by the Certified Access Specialist ("CASp") dated [date of report], a copy of which is attached hereto as Exhibit D (the "CASp Report"). Lessee's initials _____.

☐Lessor/☐Lessee shall bear the cost of any work called for under the CASp Report.

(a) Lessee hereby agrees to keep and maintain the confidentiality of the CASp Report and will not disclose the contents thereof to any third party without first obtaining the written consent of City, which consent City may grant or withhold in its sole and absolute discretion, except as necessary for Lessee to complete repairs and corrections of violations of construction-related accessibility standards that Lessee agrees to make.

(b) Lessee acknowledges and agrees that a Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, City may not prohibit the Lessee from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the Lessee, if requested by the Lessee. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any

repairs necessary to correct violations of construction-related accessibility standards within the premises.

27) Notices. Wherever in this Lease Agreement it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall be given or served in writing and forwarded by registered mail, addressed as follows, though any party may change such address or contact person by written notice by registered mail to the other:

City: Housing and Human Services Manager
City of Livermore
1052 South Livermore Avenue
Livermore, California 94550

Lessee: Axis Community Health
Attn: Sue Compton, Executive Director
5925 W Las Positas Blvd, Ste 100
Pleasanton, CA 94588

28) Holding Over. Any holding over without the City's prior written consent shall be prohibited.

29) Modification. This Lease Agreement may only be modified or amended by written agreement signed by both parties hereto.

30) General Provisions.

(a) Time of Essence. Time is of the essence for each provision of this Lease Agreement.

(b) Relationship of the Parties. Nothing contained in this Lease Agreement shall be deemed or construed by the parties or by a third party to create the relationship of principal and agent, and/or of partnership, and/or of joint venture, and/or of any association between the parties, other than the relationship of lessor and lessee.

(c) Entire Agreement. This instrument, including any attachments hereto, constitutes the entire agreement of the parties relating to the subject matter of this Lease Agreement and correctly sets forth the rights, duties, and obligations of each party to the other.

(d) Partial Invalidity. If any provision or portion of this Lease Agreement shall be deemed invalid, it is agreed that such invalidity shall affect only such provision or portion thereof, and the remainder of this contract shall remain in force and effect.

(e) California Law. This Lease Agreement shall be governed by and construed in accordance with the laws of the State of California.

(f) Review of Lease. Each party to this Lease Agreement declares that prior to the execution of this Lease, each party had the opportunity to seek the independent advice of counsel and that they apprised themselves of sufficient relevant information in order that they might intelligently exercise their own judgment in deciding whether to execute this Lease Agreement. Each party agrees that they have completely read and understood the Lease Agreement, know the contents thereof, and have signed the Lease Agreement of their own free will and free of any duress. No single party has drafted this Lease Agreement and it shall not be interpreted against any party as the drafting party.

(g) Performance Excused. The parties shall be excused from performance, as hereunder agreed to, if such performance is rendered impossible, impractical, or unreasonably difficult by, but not limited to, any strike, lockout, labor disturbance of any kind, civil commotion, war, acts of terrorism, shortage of any supply or labor, shortage of water, weather, act of government authority, enactment or change in laws or regulations, breakdown of facilities or any cause outside of the parties' control.

(h) Mutual Termination. This Lease Agreement may be terminated at any time concerning the rights and responsibilities of the parties who, between them, agree to such a termination.

(i) Headings. The headings used in this Lease are intended for reference only and do not define or limit the scope or meaning of any provision of this Lease.

(j) Waiver. A term or condition of this Lease Agreement may be waived at any time by the party entitled to the benefit thereof, but no such waiver shall affect the right of the waiving party to require observance, performance or satisfaction either of that term or condition as it applies on a subsequent occasion or of any other term or condition. Lessee shall not be excused from complying with any of the terms and conditions of this Lease Agreement by any failure of the City upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

(k) Attachments. All attachments referred to in and attached to this Lease Agreement are incorporated by reference as though set forth in full.

(l) Attorney's Fees and Costs. If either party commences an action against the other party to enforce this Lease Agreement, the prevailing party is entitled to reasonable attorney's fees, costs of suit, investigation costs and discovery costs, including costs of appeal.

****

Signatures and Attachment List on Next Page

IN WITNESS WHEREOF, the parties to this Lease have executed this Lease as of the dates set forth below.

Axis Community Health
A California Non-Profit Corporation
Lessee

By: Sue Compton Dated: 3.3.22
Sue Compton
Executive Director

City of Livermore
A Municipal Corporation

By: _____ Dated: _____
Marc Roberts
City Manager

Approved as to Insurance:

By: _____
Risk Analyst/Manager

Approved as to Form:

By: _____
Assistant/City Attorney

SIGNATURES MUST BE NOTARIZED.

Attachments:
Exhibit A – Real Property Site Plan
Exhibit B – Insurance Requirements
Exhibit C – Service Report

ACKNOWLEDGMENT

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

State of California)
) ss
County of ALAMEDA)

On 03/03/2022, before me, H.B. WARDALE, Notary Public
(Name of Notary)

notary public, personally appeared SUSAN LEE COMPTON 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.

H.B. Wardale
(Notary Signature) H.B. WARDALE

H. B. WARDALE
COMM. #2331059
Notary Public - California
Alameda County
My Comm. Expires Aug. 23, 2024

ACKNOWLEDGMENT

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

State of California)
) ss
County of _____)

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

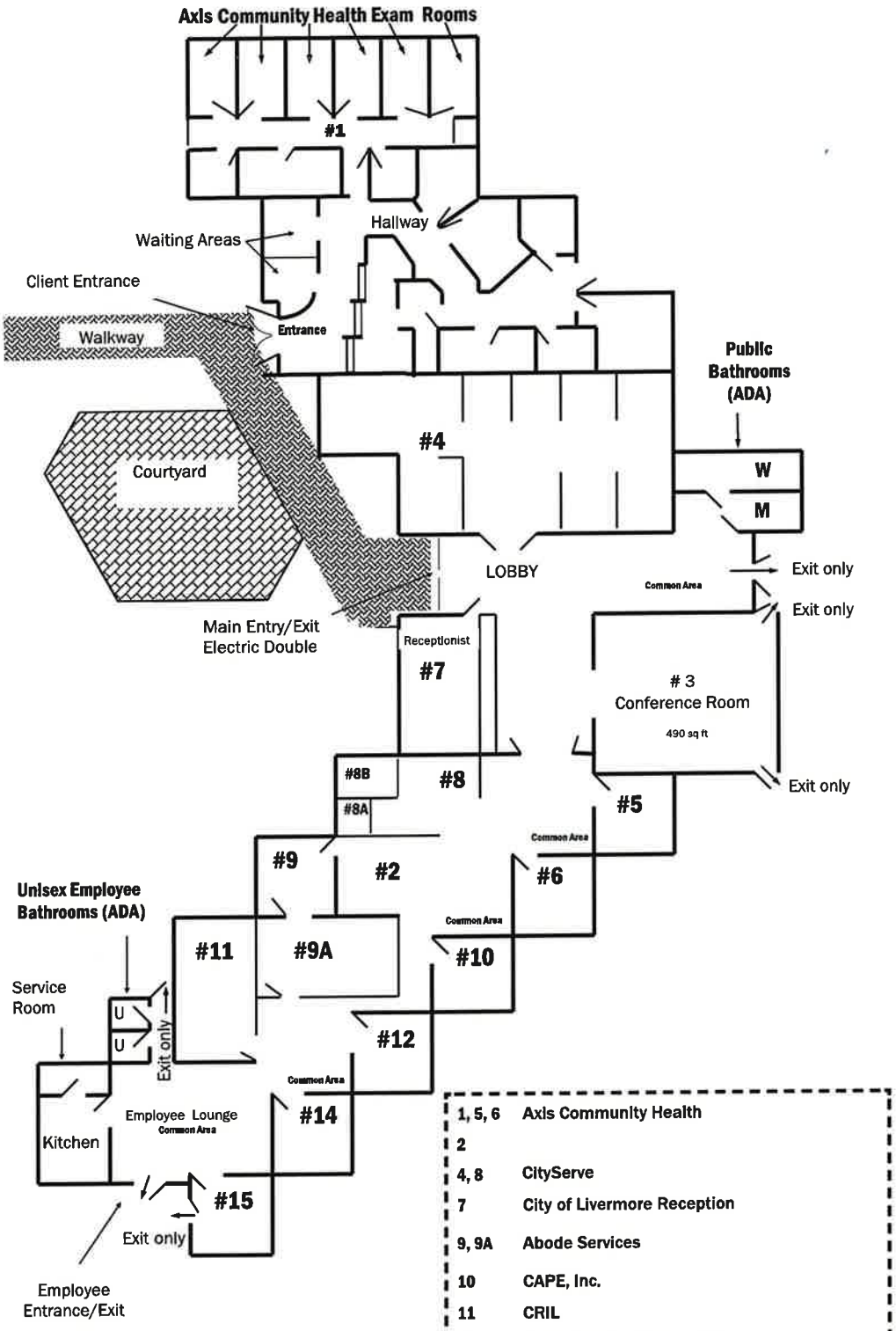
notary public, personally appeared _____who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

_____
(Notary Signature)

MULTI-SERVICE CENTER FLOOR PLAN



S/Human Services/1-Multi-Service Center/Floor Plans & Map/Lease Exhibit A – MSC Floor Plan 07/31/19

2021-768 JLH/TMM

EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Licensee/Lessee shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:
   $1,000,000 per occurrence/**$2,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
   $1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
   Statutory limits as required by the State of California including **$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Licensee/Lessee is a sole proprietor, then Licensee/Lessee must sign "Contractor Release of Liability."
4. Property Insurance:
   Total value of all tenant improvements, betterments, and contents. The City of Livermore shall be named as loss payee as its interest may appear. The insurer shall waive all rights against City.

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 Licensee/Lessee;

or automobiles owned, leased, hired or borrowed by the Licensee/Lessee. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or designated 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 Licensee's/Lessee'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 designated volunteers.
4. The Licensee's/Lessee'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

Licensee/Lessee 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 License/Lease commences. The City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.

Exhibit C
Annual Report of Service and Lessee Activities
For Period of January 1st – December 30th
Due January 15th of each year of lease

General Information
1. Name of Person Completing Report:
2. Title:
3. Telephone:
4. E-Mail:

Operations Status:

5. Please briefly describe the current status of your programs/activities in the space and any significant actions taken or changes to staffing, programming or occupancy during the reporting period.

Service Data:

6. Please indicate how client data are reported for this project or program (please keep consistent for Questions 7 through 11):

- Persons
- Households

7. Please provide the total number of CLIENTS served by this program/project during this annual reporting period (unduplicated).

a. **Of those, indicate the number of unduplicated *Livermore* clients served during this reporting period, as reported in Question 7 above.**

8. Please indicate the number of clients served during this annual reporting period, as reported in Question 7 above, who met the following income categories:

- Extremely Low Income (<30% Median)
- Very Low Income (30% to 50% Median)
- Low Income (50% to 80% Median)
- Moderate Income (80% to 120% Median)
- Above Mod Income (>120% Median)

9. Please indicate the number of clients served during this reporting period, as reported in Question 7 above, by the following race/ethnicity categories.
Note: Total must match Question 7. For standardized reporting purposes, HUD considers "Hispanic/Latino" an ethnicity and not a separate race.

- White
  Black/African American
  Asian
  American Indian/Alaskan Native
  Native Hawaiian/Other Pacific Islander
  Other Multiple Race Identifying
  Other/Decline to State
- # of HISPANIC/LATINO identifying for each category

Exhibit C
Annual Report of Service and Lessee Activities
For Period of January 1st – December 30th
Due January 15th of each year of lease

10. Please indicate the number of unduplicated clients served during this reporting period, as reported in Question 7 above, who identify by the following special categories:
Note: Multiple categories may apply to some clients while none will apply to other clients, so the total of this table DOES NOT need to match Question 7.

- Seniors (62 and older)
  People with Disabilities
  Female-Headed Households
  Youth
  Homeless

LIVERMORE
CALIFORNIA

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

DATE: March 28, 2022

TO: Honorable Mayor and City Council

FROM: Scott Lanphier, Public Works Director

SUBJECT: Resolution authorizing the City Manager to sign the Memorandum of Understanding with the Alameda County Department of Environmental Health for SB 1383 edible food recovery inspection services

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to sign the Memorandum of Understanding with the Alameda County Department of Environmental Health for SB 1383 edible food recovery inspection services.

SUMMARY

In September 2016, Governor Brown signed into law Senate Bill 1383, the Short-Lived Climate Pollutant Reduction Act of 2016, which established aggressive targets to achieve a reduction in the statewide disposal of organic waste beginning in 2025.

SB 1383 requires jurisdictions to implement edible food recovery programs and perform inspections on commercial food generators (Tier 1 and Tier 2 Generators) to determine their compliance. This legislation also allows jurisdictions to designate other entities to assist with fulfilling this requirement.

The Alameda County Department of Environmental Health (ACDEH) is the local enforcement agency that oversees retail food programs in Alameda County. ACDEH staff have drafted a template Memorandum of Understanding (MOU) to integrate edible food recovery compliance monitoring into ACDEH's inspections of regulated Retail Food Facility entities on behalf of Alameda County jurisdictions.

By entering into an MOU with ACDEH, the City of Livermore would designate ACDEH to conduct inspections related to edible food recovery requirements on its behalf. Compliance inspections would start in 2022 for the estimated 30 Tier 1 edible food generators in the City and in 2024 for the estimated 50 Tier 2 generators.

The ACDEH inspection services would be at no cost to the City of Livermore in 2022. Starting in 2023, the City of Livermore would be asked to reimburse ACDEH for the inspection services at $174 - $348 per inspection.

Staff recommends that the City Council authorize the City Manager to sign the Memorandum of Understanding with the ACDEH for SB 1383 edible food recovery inspection services.

DISCUSSION

In September 2016, Governor Brown signed into law SB 1383, the Short-Lived Climate Pollutant Reduction Act of 2016, which established aggressive targets to achieve a reduction in the statewide disposal of organic waste beginning in 2022. SB 1383 directs CalRecycle to divert 75% of organics from landfill and recover 20% of edible food for human consumption by 2025.

On April 27, 2020, the City Council adopted a Resolution authorizing the execution of the Third Amended and Restated Agreement with Livermore Sanitation, Inc. for Solid Waste, Recyclable Materials, and Compostable Materials Services (Franchise Agreement) which identifies both the City's and LSI's responsibilities for compliance with SB 1383 but does not include all of the requirements outlined under SB 1383. The Franchise Agreement includes a SB 1383 fee that is collected through the rates to offset the City's cost to implement this unfunded state mandate.

StopWaste consists of the Alameda County Waste Management Authority (ACWMA) Board, the Source Reduction and Recycling Board, and the Energy Council. StopWaste was formed by a Joint Powers Authority in 1976 and works on behalf of 17 member agencies to provide waste management and program planning services in Alameda County.

On October 25, 2021, City Council adopted a countywide Ordinance, the Organics Reduction and Recycling Ordinance (ORRO), to serve as the enforcement mechanism as required per SB 1383, and would fulfill the City's requirement to adopt an Ordinance to demonstrate compliance with SB 1383. The requirements of the ORRO are codified into the Livermore Municipal Code, Solid Waste Management chapter 8.08 Section XII to require reduction of organic and recyclable materials deposited in landfills.

StopWaste has agreed on behalf of the City of Livermore to meet several of the requirements of SB 1383. Specifically, StopWaste has taken the lead on identifying a countywide list of edible food generators and food recovery organizations and will implement the required edible food recovery capacity study to assess the capacity/infrastructure within Alameda County to recover edible food.

Per SB 1383, jurisdictions must establish an inspection and enforcement program for Tier 1 and Tier 2 commercial edible food generators (e.g., grocery stores, wholesale food distributors, restaurants, and others) and food recovery organizations (e. g., food banks) to ensure that generators are recovering the maximum amount of edible food that would otherwise be disposed, and confirm that generators have agreements in place with food recovery organizations to recover the edible food.

The Alameda County Department of Environmental Health (ACDEH) is the local enforcement agency that oversees retail food programs in Alameda County. As such, ACDEH issues retail food facility permits and inspects commercial edible food generators as part of its regular duties.

In collaboration with StopWaste and member agency staff, ACDEH staff have drafted a template

Memorandum of Understanding (MOU) to integrate edible food recovery compliance monitoring into ACDEH's inspections of regulated Retail Food Facility entities on behalf of Alameda County jurisdictions.

By entering into an MOU with ACDEH, the City of Livermore would designate ACDEH to conduct inspections related to edible food recovery requirements on its behalf. Compliance inspections would start in 2022 for the estimated 30 Tier 1 edible food generators in the City and in 2024 for the estimated 50 Tier 2 generators.

The ACDEH inspection services would be at no cost to the City of Livermore in 2022. Starting in 2023, the City of Livermore may be asked to reimburse ACDEH for the inspection services at $174 - $348 per inspection.

Staff recommends that the City Council authorize the City Manager to sign the Memorandum of Understanding with the ACDEH for SB 1383 edible food recovery inspection services.

FISCAL AND ADMINISTRATIVE IMPACTS

The financial impact to the City of implementing California Senate Bill 1383 is expected to be significant. Currently, $100,000 annually is included in LSI rates to offset the costs to implement and enforce SB 1383; this amount does not include procurement requirements.

The ACDEH inspection services would be at no cost to the City of Livermore in 2022. Starting in 2023, the City of Livermore may be asked to reimburse ACDEH for the inspection services at $174 - $348 per inspection, or a total cost from $5,220 to $10,440, assuming each of the 30 Tier 1 generators in Livermore only need one compliance inspection per year.

ATTACHMENTS

1. Resolution
2. Exhibit A - Retail Food Facility MOU SB 1383 Edible Food Recovery between the City of Livermore and Alameda County Department of Environmental Health

Prepared by: Judy Erlandson
Public Works Manager

Approved by:

Marc Roberts
City Manager

Fiscal Review by:

Tina Olsen
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN THE MEMORANDUM OF UNDERSTANDING WITH THE ALAMEDA COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH FOR SB 1383 EDIBLE FOOD RECOVERY INSPECTION SERVICES

SB 1383 establishes regulatory requirements for jurisdictions, Generators, haulers, Solid Waste facilities, and other entities to achieve the Organic Waste Disposal reduction targets; and,

SB 1383 requires jurisdictions to implement Collection programs, meet Processing facility requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor compliance, and fulfill other requirements.

The City of Livermore has chosen to delegate some of its responsibilities to the Alameda County Department of Environmental Health (ACDEH) through this Memorandum of Understanding (MOU); and,

The ACDEH is the local enforcement agency that oversees retail food programs in Alameda County and is willing to integrate edible food recovery compliance monitoring into ACDEH's inspections of regulated Retail Food Facility entities on behalf of the City of Livermore.

Under Title 8, Section 8.08, Section XII of the City of Livermore Municipal Code, the City of Livermore requires reduction of organic and recyclable materials deposited in landfills to include edible food rescue and diversion programs, consistent with SB 1383 requirements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that the City Manager or his/her designee is hereby authorized and empowered to execute in the name of the City of Livermore, the MOU with the Alameda County Department of Environmental Health, attached hereto as Exhibit A, to incorporate edible food recovery compliance monitoring into ACDEH's inspections of regulated Retail Food Facility entities in the City of Livermore.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on March 28, 2022, by the following vote:

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

ATTEST:

Marie Weber
City Clerk

APPROVED AS TO FORM:

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

Exhibit A - Retail Food Facility MOU SB 1383 Edible Food Recovery between the City of Livermore and Alameda County Department of Environmental Health

Retail Food Facility
Memorandum of Understanding
SB 1383 Edible Food Recovery
City of Livermore
And
Alameda County Department of Environmental Health

Whereas, California Senate Bill 1383 of 2016, the Short-lived Climate Pollutant Reduction Act of 2016 (which added Sections 39730.5, 39730.6, and 39730.8 to the California Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code), took effect on January 1, 2017, setting Statewide Organic Waste disposal reduction targets of 50 percent by 2020 and 75 percent by 2025, and requiring the California Department of Resources Recycling and Recovery ("CalRecycle") to develop regulations to reduce organics in landfills as a source of methane; and

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

Whereas, by January 1, 2022, all city, county, and special district jurisdictions that provide solid waste collection services are required to implement measures necessary to comply with the regulations; and

Whereas, City of Livermore is a municipal corporation within Alameda County; and

Whereas, the Alameda County Department of Environmental Health (ACDEH) is the local enforcement agency which oversees retail food programs in Alameda County for the protection of public health and safety. ACDEH inspects Retail Food Facility operations and issues permits to operate those facilities under the authority granted through the California Retail Food Code (California Health and Safety Code §113700 et. seq.); and

Whereas, the Alameda County Waste Management Authority ("WMA") is a joint powers agency established by all the cities in Alameda County, the County, and two sanitary districts (the "Member Agencies" as more specifically defined below); and

Whereas, the Joint Exercise of Powers Agreement for Waste Management ("JPA") entered into by Member Agencies grants the WMA the power, duty, and responsibility to prepare, adopt, revise, amend, administer, enforce, and implement the County Integrated Waste Management Plan; and

Whereas, the WMA on July 28, 2021 adopted the Organics Reduction and Recycling Ordinance ("ORRO") to implement various measures required by the SLCP Regulations, including

regulation of commercial edible food generators, which will apply within the boundaries of any Member Agency that opts into the ordinance; and

Whereas, on October 25, 2021, City of Livermore adopted its own ordinance and opted in to the WMA's ORRO by reference to meet the SLCP Regulations; and

Whereas, compliance with SB 1383 Regulations is the sole responsibility of City of Livermore , however, a jurisdiction may designate a public or private entity to assist with fulfilling certain of its responsibilities under the SLCP Regulations; and

Whereas, designations by a jurisdiction must be made through agreements such as MOUs with other jurisdictions, entities, regional agencies as defined in Public Resources Code Section 40181, or other government entities, including environmental health departments; and

Whereas, SLCP Regulation 14 CCR 18991.1 requires jurisdictions to implement edible food recovery programs and 14 CCR 18991.3 requires commercial edible food generators to recover the maximum amount of food that would otherwise be disposed; and

Whereas, SLCP Regulation 14 CCR 18995.1(a)(2) requires jurisdictions to conduct inspections of commercial edible food generators for compliance with the food recovery regulations starting with Tier One facilities beginning on January 1, 2022 and for Tier Two facilities beginning on January 1, 2024: and

Whereas, SLCP Regulation, 14 CCR 18984.10(c) requires that commercial businesses provide or arrange for access to their properties during all inspections conducted pursuant to the SLCP regulations; and

Whereas, ACDEH currently permits and conducts routine inspections with certain commercial edible food generators which are Retail Food Facilities, and it would be efficient for ACDEH to also conduct the inspections for compliance with certain SLCP Regulations related to edible food recovery and provide services to assist in educating these facilities on edible food recovery; and

Whereas, WMA and ACDEH have entered an MOU discussing SB 1383 Edible Food Recovery, including tasks related to gathering and compiling information in areas of Alameda County related to the SLCP Regulations and may terminate or modify their agreement at any time, without consultation to City of Livermore , however WMA has agreed to provide notice of any termination to its Member Agencies; and

Whereas, for commercial edible food generators that are described as Tier One and Tier Two in the SLCP Regulations and have a current ACDEH issued Retail Food Facility permit, ACDEH is willing to provide services to City of Livermore as set forth in this agreement; and

Whereas, a City of Livermore desires to authorize ACDEH to conduct inspections on their behalf at certain permitted Retail Food Facilities related to edible food recovery requirements as set forth in this agreement; and

Now therefore the City of Livermore and ACDEH agree:

A. DEFINITIONS

The following abbreviations and definitions shall apply to this MOU:

Alameda County means all of the geographical area located within the incorporated and unincorporated areas of Alameda County whereas "County of Alameda" or "County" refers to the public entity, a body corporate and politic of the State of California.

ACDEH means the Alameda County Department of Environmental Health.

City of Livermore

City Boundaries means the area in which City is responsible for compliance with SB 1383 Regulations related to edible food (the geographical area for which the Member Agency is responsible for solid waste collection services). This does not include any portion of the City that is within the Oro Loma Sanitary District or Castro Valley Sanitary District.

Commercial Edible Food Generators (CEFG) has the same meaning as in the SLCP Regulations. If they have an ACDEH issued Retail Food Facility permit that is current at the time services are being provided pursuant to this MOU they are **a Permitted CEFG.**

Education Materials means the documents created and published by WMA related to the CalRecycle SLCP Regulations, the Federal Bill Emerson Good Samaritan Food Donation Act, California Good Samaritan Food Donation Act and other food donation resources. These include materials for general use as well as materials designed for CEFGs that are not in compliance with SLCP Regulations. In addition, City of Livermore may create and distribute additional materials.

FRO&S means **Food Recovery Organizations** and **Food Recovery Services** as defined in the SLCP Regulation 14 CCR 18982.

Jurisdiction means the cities, county, and sanitary districts within the geographical boundaries of Alameda County that provide solid waste collection services. For areas that are in a sanitary district located within a city and/or the unincorporated County, the jurisdiction for purposes of this MOU is the sanitary district.

Member Agencies means the individual parties to the WMA JPA. Current member agencies are the County of Alameda; the Cities of Alameda, Albany, Berkeley, Dublin, Emeryville, Fremont, Hayward, Livermore, Newark, Oakland, Piedmont, Pleasanton, San Leandro, and Union City; and the Castro Valley and Oro Loma Sanitary Districts. Each of the foregoing is a **Member Agency**.

Member Agency Jurisdiction means, for purposes of this MOU, the geographical area and boundaries for which the Member Agency is responsible for solid waste collection services.

Notice of Violation (NOV) means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties.

Permitted CEFG means a Commercial Edible Food Generator that has an ACDEH issued Retail Food Facility permit that is current at the time services are being provided pursuant to this MOU.

Retail Food Facility means a food facility as defined in the California Retail Food Code, located at Health and Safety Code (H&SC) §13700 et. sec, which generally is an operation that stores, prepares, packages, serves, vends or otherwise provides food for human consumption at the retail level (see H&SC §113789).

Retail Food Facility MOU means the MOU that a Member Agency and ACDEH enter into in which (1) ACDEH agrees to perform certain services related to SB 1383 Edible Food Recovery Requirements at Permitted CEFG facilities within that Member Agency's Jurisdiction (the geographical area for which the Member Agency is responsible for solid waste collection services) and (2) the Member Agency designates and delegates authority to ACDEH to do so.

SB 1383 means Senate Bill 1383 Short-lived climate pollutants: methane emissions: dairy and livestock: organic waste: landfills (Lara, Chapter 395 Statues of 2016).

SB 1383 Edible Food Recovery Inspection Report (SB 1383 EFR Inspection Report) means the form created by ACDEH, which may be amended from time to time in consultation with the WMA, that documents an inspection of a Permitted CEFG for compliance with the SLCP Regulations and may also be referred to as the SB 1383 EFR Report.

SLCP Regulations means the Short-lived Climate Pollutants: Organic Waste Reductions Regulations that were promulgated by CalRecycle pursuant to SB 1383, located in Title 14 of the California Code of Regulations, also referred to as the "SB 1383 Regulations" or "Organic Waste Reductions Regulations".

Waste Management Authority (WMA) means the Alameda County Waste Management Authority that is a joint powers agency comprised of all the cities in Alameda County, the County, and two sanitary districts, which are the Member Agencies.

B. INSPECTIONS AND EDUCATION OF PERMITTED COMMERCIAL EDIBLE FOOD GENERATORS

1. **ACDEH Responsibilities.** ACDEH shall perform SB 1383 Edible Food Recovery inspections and related services at Permitted CEFG facilities within City of Livermore's Jurisdiction as contained in the MOU. ACDEH services for Tier One Permitted CEFGs will begin on January 1, 2022 and for Tier Two Permitted CEFGs on January 1, 2024.

2. **SB 1383 Edible Food Recovery Inspection Report.** ACDEH has created a template SB 1383 Edible Food Recovery Inspection Report form (SB 1383 EFR Report), which will be used to document the inspection of a Permitted CEFG within the City of Livermore Boundaries.

3. **Inspections, Education and Documentation.**
    a. **Inspections.** During ACDEH routine inspections conducted at a Permitted CEFG in City of Livermore , ACDEH shall also conduct an inspection for compliance with the SLCP Regulations. ACDEH staff will document their observations using the SB 1383 EFR Inspection Report form.
    b. **Distribution of Education Materials and Technical Assistance**. During routine inspections of a Permitted CEFG, ACDEH will:
        i. Starting in 2022, provide Education Materials to the Permitted CEFG.
        ii. Starting in year 2023 and until December 31, 2023, provide Education Materials related to requirements for which, in the reasonable judgment of ACDEH staff, the Permitted CEFG does not appear to be in compliance with the SLCP Regulations. These may include (a) Educational Materials prepared by the WMA and/or (b) providing the Permitted CEFG with a copy of the SB 1383 EFR Inspection Report as determined by ACDEH staff.
        iii. During the routine inspections of Permitted CEFG, ACDEH staff will provide technical assistance to the Permitted CEFG related to the SLCP regulations, including standard food handling and operating procedures related to commercial edible food generators on safe food handling for food recovery and donations. ACDEH may also provide Educational Materials during any routine inspection.

    c. **Documentation for Member Agency and WMA**
        i. ACDEH staff will document the inspection on the SB 1383 EFR Inspection Report. The report will include the date and listing of Education Materials provided to the Permitted CEFG together with the name of the Permitted CEFG and identification of the food facility staff that accepted the Education Materials or a copy of the report.
        ii. If there is any mass distribution of Education Materials through emailing, or other format such as general food permit correspondence, a notice will be provided to WMA and City of Livermore . The notice will include a listing, or copy, of what was provided, the date it was provided, the manner it was distributed, and the list of recipients provided with the Education Materials.

The copy of the materials may be provided by including WMA and a Member Agency on the distribution list.

iii. The SB 1383 EFR Inspection Reports from each Permitted CEFG will be provided to WMA and City of Livermore by email in an electronic format. The Inspection Reports will be sent in batches and provided no less frequently than once a month

iv. Efforts will be made by ACDEH to create a summary report that can be utilized in Microsoft Excel (e.g., an Excel file or file that can be imported into Excel) or alternate format(s) agreeable to ACDEH and the City of Livermore .

C. Wholesale Food Facilities and Food Recovery Organizations and Services

Wholesale food facilities, food recovery organizations, and food recovery services are not permitted by ACDEH and ACDEH is not responsible for performing any SLCP Regulation related services or activities to or for wholesale facilities, food recovery organizations, and food recovery services. For any wholesale facilities, food recovery organizations, and food recovery within the City of Livermore Boundaries that are also a Permitted CEFG, and for which ACDEH conducts any inspection, City of Livermore will be notified and provided a copy of the SB 1383 EFR Inspection Report.

D. Complaints

1. **Investigation.** ACDEH will investigate any complaints received regarding non-compliance with SLCP Regulations by a Permitted CEFG in City of Livermore Boundaries. The determination from the investigation and any follow up by ACDEH, such as providing education materials or technical assistance will be documented on a SB 1383 EFR Inspection Report form or another format that records information related to the complaint and provided to the City of Livermore and WMA.

2. **Referral.** If ACDEH receives a complaint related to a facility not covered in paragraph 1 of this section, but located in City of Livermore boundaries, ACDEH will refer the individual making the complaint to WMA and City of Livermore and/or forward the complaint to the City of Livermore and WMA.

3. **Assistance.** If requested, ACDEH staff will accompany City of Livermore t and/or WMA staff to investigate complaints at Permitted CEFG facilities within City of Livermore Boundaries.

E. Enforcement Assistance to Member Agency

1. **Record Keeping.** ACDEH will document observations and forward the SB 1383 EFR Inspection Reports to City of Livermore for recordkeeping pursuant to 14 CCR 18991.2, enforcement pursuant to 14 CCR 18995.4, and assessing penalties pursuant to 14 CCR 18997.2.

2. **Responsibility.** In accordance with 14 CCR Section 18981.2(c), City of Livermore shall remain ultimately responsible for compliance with the requirements of the SLCP Regulations in their Jurisdiction.

3. **Timing**. 14 CCR 18995.4 requires that City of Livermore take enforcement action on violations of SLCP Regulations beginning January 1, 2024. ACDEH is not and shall not be responsible for any enforcement actions required of City of Livermore except as specifically set forth in this Retail Food Facility MOU.

4. **Notices of Violation**. Starting in January 2024, ACDEH will issue Notices of Violations to a Permitted CEFG, pursuant to Section 18995.4 (a)(1).
    a. ACDEH shall conduct follow up with the Permitted CEFG to verify compliance required by the Notice of Violation. The follow up may be conducted in person or virtually, through submission of pictures, documentation or other materials or methods.
    b. ACDEH shall document compliance with the NOV or report that there has been failure to comply and provide relevant documentation to the City of Livermore and WMA but is not responsible for any further enforcement actions.

5. **Testimony.** If requested, ACDEH staff will be available for testimony in any enforcement action brought by WMA or City of Livermore and any appeal proceedings.
    a. City of Livermore will provide as much advance notice as possible for any hearing date.
    b. City of Livermore will conduct at least one preparation meeting with any ACDEH staff that is needed to testify which, by mutual agreement, may be done in person, virtually or by telephone.

6. **Responsibility.** Other than the assistance identified above, City of Livermore has full responsibility for all SLCP Regulations, including but not limited to issuing any Notices of Violation, conducting compliance follow up, enforcement actions, due process, hearings, assessments, and collection of penalties, and/or other remedies.

F. Educational Materials and Webpage

Compliance with SB 1383 Regulations is the sole responsibility of City of Livermore .

1. **Creation.** Creating and printing of Education Materials is the responsibility of the City of Livermore. City of Livermore will provide, or arrange for the provision of, printed copies of the Education Materials to ACDEH for distribution in accordance with this agreement.

2. **Webpage.** ACDEH will create and maintain a webpage with general information about SLCP Regulations, Edible Food Recovery, and a list of Food Recovery Organizations and Services (FRO&S) operating in Alameda County. City of Livermore may request that ACDEH provide information specifically related to City of Livermore (such as contact information), however, nothing in this agreement obligates ACDEH to include information on the webpage at the request of or specific to City of Livermore .

G. Training

ACDEH shall provide training to its ACDEH inspectors who conduct Retail Food Facility inspections on the requirements of the SLCP Regulations, completing the SB 1383 EFR Inspection Report, handling complaints and issuing Notices of Violation.

H. Costs

Starting with compliance inspections in 2022, ACDEH will track its time and costs spent on SB 1383 inspections and follow-up activities over the first year and then coordinate with WMA and Member Agencies to consider appropriate reimbursement moving forward after 2022, or as ACDEH or the City of Livermore determines is needed. ACDEH will track the time that is spent on services and activities provided under this MOU and related activities such as Edible Food Recovery Capacity. No reimbursement of time and costs will be required for services in 2022, however, City of Livermore is responsible for costs and will coordinate with ACDEH for appropriate reimbursement from the Member Agencies beginning in 2023. City of Livermore agrees to cooperate with this coordination and understands that as the entity responsible for compliance with SB 1383 Regulations in City Boundaries it is responsible for costs beginning in 2023. City of Livermore will be provided notice prior to any request for direct reimbursement. If the ACDEH plans to seek reimbursement from the City on a per inspection basis, the City may request that the ACDEH execute Contract for Services with the City of Livermore to demonstrate compliance with SB 1383 and document the cost and frequency of inspection with terms of this MOU included or incorporated into any negotiated contract for services.

Beginning on January 1, 2023, ACDEH will charge an average flat rate for each SB 1383 inspection of a Permitted CEFG. The flat rate will be based on the average time spent on SB1383 inspection and technical assistance while at each Permitted CEFG, and the related

administrative work such as uploading inspections results and providing report copies to the Member Agency and WMA during 2022. It is estimated that the average time will be one to two hours for a cost of $174.00- $348.00 per facility inspection. ACDEH will provide notice to Member Agencies and WMA on or prior to November 1, 2022 of the SB 1383 Inspection cost and Member Agencies will have until December 31,2022 to provided notice that they will be terminating this MOU for 2023. As NOV's and enforcement are not required until 2024, the cost related to such work will be provided by ACDEH on or prior to November 1, 2023 with Member Agencies having an opportunity to terminate this MOU by December 31, 2023.

I. General Provisions

1. **Term.** This MOU is effective beginning on the date that both parties have executed the agreement (the Effective Date) and shall terminate on March 1, 2024, unless extended in writing or terminated early.

2. **Termination.** City of Livermore may terminate this MOU with forty-five (45) days written notice to ACDEH. ACDEH may terminate this MOU t with forty-five (45) days written notice to City of Livermore .

3. **Conflict.** In the event of any conflicts between this Retail Food Facility MOU with the MOU between WMA and ACDEH, this Retail Food Facility MOU shall control for services provided to City of Livermore .

4. **Compliance Responsibility**. In accordance with 14 CCR Section 18981.2(c), each City of Livermore shall remain ultimately responsible for compliance with the requirements of the SLCP Regulations in their Jurisdiction.

5. **Notice.** All notices, requests, demands, or other communications under this MOU shall be in writing and provided by one of the following manners: (1) Personal delivery which shall be effective on delivery; (2) First Class Mail which shall be effective five calendar days after deposit in a United States Postal Service office or mailbox; (3) Certified Mail, return receipt requested, which shall be effective on receipt, if delivery is confirmed by a return receipt; or (4) Overnight Delivery, with charges prepaid or charged to the sender's account, which shall be effective on delivery, if delivery is confirmed by the delivery service. Addresses for purpose of giving notice are as follows:

To ACDEH: Alameda County Department of Environmental Health
1131 Harbor Bay Parkway
Alameda, CA 94502
Attn: Director of Dept. of Environmental Health

To City of Livermore :
Maintenance Service Center
3500 Robertson Park Road
Livermore, CA 94550
Attn: Public Works Manager

Any party may change its address by giving the other party notice of the change in any manner permitted by this MOU. Any notice by email is considered a courtesy notice but shall not be effective until provided by US mail, personal service, or overnight delivery.

6. **Entire Agreement:** This MOU, including the recitals, all attachments, exhibits, and any other documents specifically incorporated into this MOU, shall constitute the entire agreement between ACDEH and City of Livermore relating to the subject matter of this MOU. This MOU supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The MOU may not be modified except by a written document signed by both parties. No supplement, amendment, or modification of this MOU shall be binding unless it is in writing and signed by authorized representatives of both parties.

7. **Heading.** Headings herein are for convenience of reference only and shall in no way affect interpretation of the MOU.

8. **Severability:** If a court of competent jurisdiction holds any provision of this MOU to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this MOU would be defeated by the loss of the illegal, unenforceable, or invalid provision.

9. This MOU shall be governed and interpreted using the laws of the State of California. The venue of any suit filed by any Party to this Agreement shall be vested in the state courts of the County of Alameda. The pursuit by any Party of any specific remedy shall not exclude any other remedy available to the Party.

IN WITNESS WHEREOF, the parties have executed this MOU on the dates appearing below their respective signatures.

City of Livermore

By: _____ Date: _____

Name: _____

Title: _____

ALAMEDA COUNTY DEPARTMENT OF ENVIROMENTAL HEALTH

By: Ronald A Browder Date: 02-22-2022

Name: Ronald Browder

Title: Director, Department of Environmental Health

Approved as to Form:
Donna R Ziegler, County Counsel

By: _____
Kathleen Pacheco, Senior Deputy County Counsel

EXHIBIT A

County of Alameda Department of Environmental Health 1131 Harbor Bay Parkway, Suite 200 Alameda, CA 94502-6577 510-567-6700 http://www.acgov.org/aceh	**SB 1383 EDIBLE FOOD RECOVERY INSPECTION REPORT**	Date: _____ Time In: _____ Time Out: _____ Page 1 of _____

Facility Name:	Address:	City:	CT:
PR#:	TIER:	INSPECTION TYPE:	
SB 1383 CONTACT:	FACILITY SQ FT:	# of SEATS:	# of BEDS:

VIOLATIONS OF SB 1383 MUST BE CORRECTED IMMEDIATELY AND CORRECTIONS DOCUMENTED

COMPLIANCE FACTORS	IN	OUT	INSPECTION COMMENTS
KNOWLEDGE			
1 SB 1383 Educational Materials for Facility Staff Training 14 CCR 18991.1	☐	☐	
2 Food Safety Donation Training Staff Records Maintained* 14 CCR 18991.2	☐	☐	
FACILITY			
3 Labeled Bin in Public Areas for Organic Waste	☐	☐	
4 WM Container (Dumpster) Specifically for Organic Waste	☐	☐	
DONATIONS & DOCUMENTATION			
5 No Intentional Spoiling of Edible Foods	☐	☐	
6 Food Waste Prevention Practices (No Edible Food Generated for Donation)* 14 CCR 18991.3	☐	☐	
7 Records of Edible Foods Donated Directly to End Recipients (to whom, date/frequency) * 14 CCR 18991.2	☐	☐	
8 Written Contract or Agreement with Food Recovery Organizations and/or Services (FROS)* 14 CCR 18991.2	☐	☐	
9 Documentation (Monthly Records) of Edible Foods Donated (to whom date, lbs.) *	☐	☐	

Received by: _____

ENVIRONMENTAL HEALTH SPECIALIST: _____

OFFICE USE ONLY:

EXHIBIT A

SUMMARY OF EXCERPTS FROM CORRESPONDING LAWS AND REGULATIONS FOR THE REQUIREMENTS LISTED ON THE FRONT SIDE OF THIS FORM. THE DEPARTMENT MAY CITE ADDITIONAL SECTIONS AS APPLICABLE.

ORGANICS REDUCTION AND RECYCLING ORDINANCE (ORRO)

SECTION 7. REQUIREMENTS FOR COMMERCIAL EDIBLE FOOD GENERATORS

(a) Tier One Commercial Edible Food Generators must comply with the requirements of this Section 7 commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3 or such later deadline established by State law or regulations.

(b) Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024 or such later deadline established by State law or regulations.

(c) Commercial Edible Food Generators shall comply with the following requirements:

(1) Arrange to safely recover for human consumption the maximum amount of Edible Food that would otherwise be disposed.

(2) Enter into a contract or other written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection for Food Recovery of Edible Food that would otherwise be disposed; or, (ii) acceptance of Edible Food that would otherwise be disposed that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.

(3) Use best efforts to abide by all contractual or written agreement requirements specified by the Food Recovery Organization or Food Recovery Service on how Edible Food should be prepared, packaged, labeled, handled, stored, distributed or transported to the Food Recovery Organization or Service.

(4) Not intentionally donate food that has not been prepared, packaged, handled, stored and/or transported in accordance with the safety requirements of the California Retail Food Code.

(5) Not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.

(6) Allow the Enforcement Agency to review records upon request, including by providing electronic copies or allowing access to the premises, pursuant to 14 CCR Section 18991.4.

(7) Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:

(A) A list of each Food Recovery Service or Food Recovery Organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).

(B) A copy of all contracts and written agreements established under 14 CCR Section 18991.3(b) and/or this Ordinance.

(C) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:

(i) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.

(ii) The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.

(iii) The established frequency that food will be collected or self-hauled.

(iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.

(D) If it has not entered into a contract or written agreement with Food Recovery Organizations or Food Recovery Services pursuant to Section 7(c)(2), a record that describes

(i) its direct donation of Edible Food to end recipients (including employees) and/or

(ii) its food waste prevention practices that result in it generating no surplus Edible Food that it can donate.

(8) Tier One Commercial Edible Food Generators and Tier Two Commercial Edible Food Generators shall provide, upon request, a Food Recovery report to the Enforcement Agency that includes the information in Section 7(c)(7). Entities shall provide the requested information within 60 days of the request.

(d) Nothing in this Ordinance shall be construed to limit or conflict with (1) the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 commencing with Section 49580 to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time); or (2) otherwise applicable food safety and handling laws and regulations.

(e) Nothing in this Ordinance prohibits a Commercial Edible Food Generator from donating Edible Food directly to end recipients for consumption, pursuant to Health and Safety Code Section 114432(a).

(f) The Enforcement Agency for the provisions of this Section 7 is the Member Agency and, if authorized by the applicable Member Agency, the WMA, and any other Designee of the Member Agency.

County of Alameda Department of Environmental Health 1131 Harbor Bay Parkway, Suite 200 Alameda, Ca 94502-6577 510-567-6700 http://www.acgov.org/aceh	**SB 1383 EDIBLE FOOD RECOVERY INSPECTION REPORT**	**Date:** _____ **Time In:** _____ **Time Out:** _____ **Page _2__ of _____**

Facility Name: **Address:** **City:**

PR#

***TECHNICAL ASSISTANCE PROVIDED:**

1. _____

2. _____

3. _____

***SB 1383 EDUCATIONAL MATERIALS PROVIDED:**

CHOOSE A HANDOUT 1

CHOOSE A HANDOUT 2

***EDIBLE FOODS DIRECTLY DONATED TO RECIPIENTS:**

ENTITY #1 - _____
DATE/FREQUENCY - _____

ENTITY #2 - _____
DATE/FREQUENCY - _____

ENTITY #3 - _____
DATE/FREQUENCY - _____

Food Recovery Organizations & Services Directory for Alameda County: https://resource.stopwaste.org/food-recovery-organizations

***WRITTEN FOOD RECOVERY ORGANIZATION CONTRACT/AGREEMENT (if applicable):**

CHOOSE A FRO&S

CONTACT NAME – _____
CONTACT PHONE # - _____
TYPES OF FOOD – _____
FREQUENCY OF COLLECTION OR SELF-HAUL - _____

CHOOSE A FRO&S

CONTACT NAME – _____
CONTACT PHONE # - _____
TYPES OF FOOD – _____
FREQUENCY OF COLLECTION OR SELF-HAUL – _____

CHOOSE A FRO&S

CONTACT NAME – _____
CONTACT PHONE # - _____
TYPES OF FOOD – _____
FREQUENCY OF COLLECTION OR SELF-HAUL - _____

SUMMARY OF EXCERPTS FROM CORRESPONDING LAWS AND REGULATIONS FOR THE REQUIREMENTS LISTED ON THE FRONT SIDE OF THIS FORM. THE DEPARTMENT MAY CITE ADDITIONAL SECTIONS AS APPLICABLE.

Health & Safety Code § 39730.6
(a) Consistent with Section 39730.5 , methane emissions reduction goals shall include the following targets to reduce the landfill disposal of organics:
(1) A 50-percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020.
(2) A 75-percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2025.
(b) Except as provided in this section and Section 42652.5 of the Public Resources Code , the state board shall not adopt, prior to January 1, 2025, requirements to control methane emissions associated with the disposal of organic waste in landfills other than through landfill methane emissions control regulations.

California Code of Regulations Title 14 § 18991.3
(a) Tier One commercial edible food generators shall comply with the requirements of this section commencing January 1, 2022. Tier two commercial edible food generators shall comply with the requirements of this section commencing January 1, 2024.
(b) Commercial edible food generators shall arrange to recover the maximum amount of edible food that would otherwise be disposed. A commercial edible food generator shall comply with the requirements of this section through a contract or written agreement with any or all of the following:
(1) Food recovery organizations or services that will collect their edible food for food recovery.
(2) Food recovery organizations that will accept the edible food that the commercial edible food generator self- hauls to the food recovery organization for food recovery.
(c) A large venue or large event operator that does not provide food services, but allows for food to be provided, shall require food facilities operating at the large venue or large event to comply with the requirements of this section.
(d) A commercial edible food generator shall comply with the requirements of this section unless the commercial edible food generator demonstrates the existence of extraordinary circumstances beyond its control that make such compliance impracticable. If an enforcement action is commenced against a commercial edible food generator for noncompliance, the burden of proof shall be upon the commercial edible food generator to demonstrate extraordinary circumstances. For the purposes of this section extraordinary circumstances are:
(1) A failure by the jurisdiction to increase edible food recovery capacity as required in Section 18991.1.
(2) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters.
(e) An edible food generator shall not intentionally spoil edible food that is capable of being recovered by a food recovery organization or service.

California Code of Regulations. Title 14 § 18982
Definitions:
Commercial edible food generator" includes a Tier One or a Tier Two commercial edible food generator as defined and for the purposes of this chapter, food recovery organizations and food recovery services are not commercial edible food generators.

- "Container contamination" or "contaminated container" means a container, regardless of color, that contains prohibited container contaminants as defined.
- "Edible food" means food intended for human consumption.
  (A) For the purposes of this chapter, "edible food" is not solid waste if it is recovered and not discarded.
  (B) Nothing in this chapter requires or authorizes the recovery of edible food that does not meet the food safety requirements of the California Retail Food Code.
- "Enforcement action" means an action of a jurisdiction or the Department to ensure compliance with this chapter, including, but not limited to, issuing notices of violation, accusations, or other remedies.
- "Facility that recovers source separated organic waste" means a facility that handles source separated organic waste separately from any other wastes as required.
- "Food recovery" means actions to collect and distribute food for human consumption which otherwise would be disposed.
- "Food recovery organization" means an entity that engages in the collection or receipt of edible food from commercial edible food generators and distributes that edible food to the public for food recovery either directly or through other entities including, but not limited to:
- **(A)** A food bank as defined in Section 113783 of the Health and Safety Code;
  (B) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and
  (C) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.
- "Food recovery service" means a person or entity that collects and transports edible food from a commercial edible food generator to a food recovery organization or other entities for food recovery.
- "Notice of Violation (NOV)" means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties.

LIVERMORE
CALIFORNIA

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

DATE: March 28, 2022

TO: Honorable Mayor and City Council

FROM: Scott Lanphier, Public Works Director

SUBJECT: Resolution approving the Altamont Settlement Agreement Education Advisory Board's Expenditure Plan for FY 2022-23

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution approving the Altamont Settlement Agreement Education Advisory Board's $600,000 Expenditure Plan for FY 2022-23.

SUMMARY

In 1999, the Settlement Agreement between and among the County of Alameda, the City of Livermore, the City of Pleasanton, Sierra Club, Northern California Recycling Association, Altamont Landowners Against Rural Mismanagement and Waste Management of Alameda County, Inc. (Altamont Settlement Agreement) was ratified by the named parties.

The Altamont Settlement Agreement stipulates that a per ton solid waste surcharge be collected in order to support recycling education programs and job training in the field of waste prevention and recycling and to mitigate the impacts of the landfill operations on the affected community. The Altamont Settlement Agreement also created the Altamont Settlement Agreement Education Advisory Board (EAB) to oversee funds generated by the surcharge. To accomplish this task, the EAB solicits competitive grants from applicants that plan to implement recycling and environmental awareness programs.

The proposed FY 2022-23 Expenditure plan in Exhibit A outlines the EAB's recommended grant awards and expenditures. City Council approval of the Expenditure Plan totaling $600,000 is required per the terms of the Altamont Settlement Agreement.

DISCUSSION

In 1999, the County of Alameda, the cities of Livermore and Pleasanton, the Sierra Club, the Northern California Recycling Association, and Altamont Landowners Against Rural Mismanagement entered into an agreement with Waste Management of Alameda County, Inc. This agreement, known as the

Altamont Settlement Agreement, created the Altamont Settlement Agreement Education Advisory Board, or EAB. The EAB convenes monthly and has five voting members. Two members are appointed by the Northern California Recycling Association, one member is the Environmental Educator appointee on the Alameda County Source Reduction and Recycling Board, and the Livermore and Pleasanton city councils each appoint one member. The Livermore City Council appointed Fenna Gatty, a science teacher at Altamont Creek Elementary School. The Pleasanton City Council appointed Tony Dennis, an engineering teacher at Amador Valley High School.

The Altamont Settlement Agreement stipulates that a surcharge be collected to create an Education Account to support recycling education programs and job training in the field of waste prevention and recycling and to mitigate the impacts of the landfill operations on the affected community. The $0.34 per ton surcharge on incoming waste at both Waste Management's Altamont landfill and Republic's Vasco Road landfill generates approximately $465,000 per year and has an account balance of approximately $1 million as of December 31, 2021. Funds are collected from the landfills by the Alameda County Treasurer. The Alameda County Treasurer then transfers the annual allocation to the City of Livermore. The City of Livermore provides financial management to the EAB and will continue to do so, indefinitely. The EAB works with an independent contractor to provide administrative support and process dispersal of funds to grant recipients.

The EAB creates an Annual Report to detail the prior year grant funded programs and it also compiles an annual Expenditure Plan by April 1 of each year. Per the terms of the Altamont Settlement Agreement, the Expenditure Plan must be approved by each voting member agency's governing body. Therefore, the Livermore City Council must approve the Expenditure Plan prior to disbursement of the FY 2022-23 grant funds. Approval will also be sought from the Pleasanton City Council, the Norther California Recycling Association Board of Directors, and the Alameda County Board of Supervisors.

On December 8, 2021, the EAB unanimously approved the proposed FY 2022-23 Expenditure Plan found in Exhibit A. The proposed Expenditure Plan outlines the funding needs and objectives, the EAB initiated projects, and administration costs paid to the City of Livermore. The proposed Expenditure Plan also notes that unexpended funds from previous grant years will be carried over and, if necessary, applied to the FY 2022-23 grant year. The current unexpended funds balance is approximately $25,000.

For FY 2022-23, the EAB is proposing the following schedule for disbursement of funds, totaling $600,000:

- $5000 for EAB communications, website
- $125,000 in mini-grants
- $280,000 in project grants
- $75,000 in EAB initiated projects
- $85,000 in multi-year grants
- $0 for landfill mitigation projects
- $30,000 for financial management and administrative support

Staff is recommending that the City Council adopt a resolution approving the $600,000 Expenditure Plan for FY 2022-23, as required per the Altamont Settlement Agreement.

The 2021 Annual Report that outlines the previous year's grant awards can be found in Attachment 1.

FISCAL AND ADMINISTRATIVE IMPACTS

The City records the EAB's financial transactions in a custodial fiduciary fund. Approving the EAB's expenditure plan will not impact the City's operating expenditures since fiduciary funds' expenditures are not included in the City's operating expenditure budget. The EAB's expenditures are funded solely by the surcharge originating from the Altamont and Vasco Road Landfills in accordance with the Altamont Settlement Agreement.

The City's annual cost to administer these funds is approximately $33,000 based on fully burdened rates for FY 2021-22. The EAB's Expenditure Plan includes a budget of $30,000 for costs associated with the financial management and administrative support out of which approximately $25,000 is used by the EAB for their program management cost. The City has not recovered its administrative costs since FY 2016-17 leading to a total deficit of about $200,000 in unrecovered administrative costs. Staff is working with the EAB to develop a plan for reimbursement of the City's administrative costs in a manner that mitigates this General Fund subsidy and to implement a plan to fully reimburse for the City's administrative cost for the financial management of the EAB funds going forward.

ATTACHMENTS

1. 2021 Annual Report
2. Resolution
3. Exhibit A - 2022 Expenditure Plan

Prepared by: Kathy Hughes
Administrative Assistant

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Tina Olsen
Administrative Services Director



EDUCATION ADVISORY BOARD
Altamont Landfill Settlement Agreement
2021 Annual Report

NCRA
Chair
Ruth Abbe

City of Livermore
Vice-chair
Fenna Gatty

City of Pleasanton
Tony Dennis

NCRA
Vacant

Alameda County
Recycling Board
Eric Havel

Board Assistant
Lauren Jenkins

Background

In 1999, the cities of Livermore and Pleasanton, the Sierra Club and the Northern California Recycling Association (NCRA) entered into a settlement agreement with Alameda County and Altamont Landfill. The Altamont Landfill Settlement Agreement created the Altamont Education Advisory Board to propose allocation of funds in the Education Account for recycling education programs, job training in the field of waste prevention and recycling and mitigating the impacts of the landfill operations in the affected community. Funds generated from the $0.34 per ton surcharge amount to approximately $500,000 annually.

There are five voting members on the Education Advisory Board: one appointed by the Livermore City Council; one appointed by the Pleasanton City Council; two appointed by NCRA; and the Alameda County Recycling Board's Environmental Educator.

The role of the Education Advisory Board is to annually propose the allocation of funds from the Education Account by submitting an Expenditure Plan by April 1 of each year. Concurrence of Alameda County, the cities of Livermore and Pleasanton, and NCRA on the Expenditure Plan is necessary before funds are allocated.

Funds are collected from the Altamont Landfill by the Alameda County Treasurer. The County then remits the annual allocation to the agency administering the funds (07-08 City of Pleasanton, 08-13 and out years, City of Livermore) for disbursal to grant recipients.

2021 Activities

The 2021 Expenditure Plan was approved by each of the parties in the spring of 2021. The Expenditure Plan proposed the following allocations:

Board Communications, website	$5,000
Mini-Grants	$100,000
Project Grants	$230,000
Board Initiated Project Grants	$50,000
Multi-Year Grants	$185,000
ALARM mitigation projects	$0,000
Fund administration	$30,000
TOTAL	**$600,000**

Based on the allocation established by the Expenditure Plan, the Education Advisory Board released a Request for Grant Applications for mini-grants, project grants, board initiated project grants and multi-year grants pursuant to the guidelines established in the settlement agreement.

Mini-grants

The Education Advisory Board awarded 26 Mini-Grants for projects meeting the grant criteria, as follows:

Mini-Grant #: 21-01 Resilience Birthright, Inc., Earth Warrior Training and Awards Ceremony, Alameda, West County, $3,000.00 - Funds will be used to work with partnering schools, community leaders, and affiliated organizations in mobilizing an Earth Warrior task force for their communities.

Mini-Grant #: 21-02 Lions Center for the Visually Impaired, You Can Do It! LCVI Reduce, Reuse, Recycle Awareness, Pittsburg, West County, $2,900.00 - Funds will be used to expand awareness and education on the benefits and environmental protection and preservation that starts with YOU on America's National Recycle Day.

Mini-Grant #: 21-03 Oakland Unity Middle School, OUMS Sustainability Mini-Grant Project 1: Sustainability and Education in Students, Oakland, West County, $3,000.00 - Funds will be used to build a positive mindset and practice around sustainability with students by taking students to landfills, recycling center or food recovery centers in partnership with Northern California Recycling Association.

Mini-Grant #: 21-04 Oakland Unity Middle School, OUMS Sustainability Mini-Grant Project 2: School Culture and Practice Change, Oakland, West County, $3,000.00 - Funds will be used to change the culture and practices of the school as a whole while reducing landfills and food waste on campus.

Mini-Grant #: 21-05 Oakland Unity Middle School, OUMS Sustainability Mini-Grant Project 3: Neighborhood Clean Up and Community Outreach on Sustainability, Oakland, West County, $3,000.00 - Funds will be used to purchase supplies to fund monthly clean-up of the spaces used in the neighborhood surrounding the school and beyond.

Mini-Grant #: 21-06 Ecology Center, Plastic Free July, Berkeley, West County, $3,000.00 - Funds will be used to convert community members into plastic recycling stewards to spread knowledge and awareness regarding recycling, single-use plastics, plastic pollution and many more plastic-free related topics.

2021 Funding Expenditures

Total Expenditures for 2021 were as follows:

Board Communications, website	$5,000.00
Mini-Grants	$76,040.00
Project Grants	$268,109.00
Multi-Year Grants	$185,000.00
Board Initiated Project Grants	$0,000.00
ALARM mitigation projects	
$0,000.00	
Fund administration	$30,000.00
Total 2021 Expenditures	$564,149.00

Mini-Grant #: 21-07 Ecology Center, Materials Recovery Facility (Recycling Center) Virtual Tour, Berkeley, West County, $3,000.00 - Funds will be used to stage and produce a high quality recycling tour clip that will be coupled with education about how to sort materials properly, a discussion about reuse and reduction tips, plastics recycling and the global plastic pollution crisis.

Mini-Grant #: 21-08 Oakland Leaf Foundation, Love Cultivating Schoolyards Grant, Oakland, West County, $3,000.00 - Funds will be used to fund a paid internship program for 20 East Oakland high school students that evolves youth into active stewards of the natural world and community leaders through growing plants, harvesting produce, turning compost, studying insects and participating in monthly professional development workshops.

Mini-Grant #: 21-09 KIDS for the BAY, Blue Watershed Classrooms Program, Berkeley, West County, $3,000.00 - Funds will be used to provide on-going support for previous partner teachers in the KftB programs, to shift the culture and practice of waste prevention and waste management in their schools.

Mini-Grant #: 21-10 Sylvia Mendez Green Team, Sylvia Mendez Elementary Reusables/Green Team, Berkeley, West County, $3,000.00 - Funds will be used to purchase a school set of dishes, offer a field trip to the upper grades and possibly a waste-related assembly.

Mini-Grant #: 21-11 Green Club, Green Club Gardening Kits, Alameda, West County, $1,140.00 - Funds will be used to create and distribute "gardening kits" under Green Club to spread knowledge in growing local food, waste reduction and sustainability.

Mini-Grant #: 21-12 2 A Good Cause, Inc., Don't Dump-Donate, Oakland, West County, $3,000.00 - Funds will be used to educate librarians and teachers of donors schools new to the program to in turn increase the number of donor schools for books, lost and found items and start collecting and distributing art supplies and sports equipment.

Mini-Grant #: 21-13 Re-Up Refills, Refillable Printed Bottles, Oakland, West County, $3,000.00 - Funds will be used to produce printed containers to immediately reduce waste, solve logistical issues and allow for a scale that can educate and introduce more residents and businesses to the refill concept.

Mini-Grant #: 21-14 Re-Up Refills, Re-Usable Transport Materials, Oakland, West County, $3,000.00 - Funds will be used to design and create more sustainable, re-useable transport materials for the waste-reducing, refill service offered in Alameda County.

Mini-Grant #: 21-15 Re-Up Refills, Automated Refill Station, Oakland, West County, $3,000.00 - Funds will be used to creating an automated Refill Station to make refilling home goods products more accessible, convenient and affordable than it is to purchase brand new products in single-use plastic containers.

Mini-Grant #: 21-16 Fixit Clinic, Pandemic-to-Post-Pandemic Repair Bridge, Berkeley, West County, $3,000.00 - Funds will be used to make the specialty tools necessary to disassemble, troubleshoot and diagnose household appliances and electronics available to borrow from Ace Makerspace.

Mini-Grant #: 21-17 Fixit Clinic, Smartphone Battery Replacement, Oakland, West County, $3,000.00 - Funds will be used to develop and refine age-specific messaging about the complicated reuse and repair, recycling and environmental issues surrounding the dangers of disposing of Li-ion batteries in the regular trash.

Mini-Grant #: 21-18 Common Vision, Schools as Food Hubs/MamaWanda's Garden School Video Lessons, Ukiah, West County, $3,000.00 - Funds will be used to create three video lessons to be included in the MamaWanda Garden School Video Curriculum that teaches elementary aged children about food, nutrition and waste through a series of 14 lessons in the garden.

Mini-Grant #: 21-19 Bio-Link Depot, Inc., Proactive Support for STEM Education in Underserved Schools within Alameda County, Oakland, West County, $3,000.00 - Funds will be used to allow the existing core staff members to devote significant time to developing an outreach strategy, so as to facilitate ongoing engagement, and prioritize the needs of underrepresented student and teachers in STEM locally.

Mini-Grant #: 21-20 Community Action for a Sustainable Alameda, CASA Youth Social Media Internship, Alameda, West County, $3,000.00 - Funds will be used to provide monthly stipends to four teen interns who are tasked with developing a social marketing strategy, creating content, interviewing people for testimonials create informal videos for social media platforms.

Mini-Grant #: 21-21 Sharma Environmental Consulting, Source Reduction-Pollution for Schools in San Leandro Unified School District, Fremont, West County, $3,000.00 - Funds will be used to provide source reduction through green cleaning implementation to public schools in San Leandro Unified School District.

Mini-Grant #: 21-22 Sharma Environmental Consulting, Source Reduction-Pollution for Schools in Mountain House ESD (Alameda County), Fremont, West County, $3,000.00 - Funds will be used to provide source reduction through green cleaning implementation to public schools in Mountain House ESD (Alameda County).

Mini-Grant #: 21-23 Sharma Environmental Consulting, Source Reduction-Pollution for Schools in Oakland Unified School District, Fremont, West County, $3,000.00 - Funds will be used to provide source reduction through green cleaning implementation to public schools in Oakland Unified School District.

Mini-Grant #: 21-24 Resilience Birthright, Inc., Baby Resilience K-2 Food Waste Bank, Alameda, West County, $3,000.00 - Funds will be used to create an Earth Warrior-Superhero Resilience curriculum that can be used for Kindergarten-Second grade incorporating Next Generation Science Standards, California Environmental Literacy Standards and Ocean and Climate Literacy Essential Principles, specifically focusing on food waste prevention.

Mini-Grant #: 21-25 Resilience Birthright, Inc., Baby Resilience K-2 Food Waste Educational Videos and Lesson Plans, Alameda, West County, $3,000.00 - Funds will be used to create an Earth Warrior-Superhero Resilience curriculum that can be used for Kindergarten-Second grade incorporating Next Generation Science Standards, California Environmental Literacy Standards and Ocean and Climate Literacy Essential Principles, specifically focusing on food waste prevention.

Mini-Grant #: 21-26 Wee Poets, Wee Poets, Berkeley, West County, $3,000.00 - Funds will be used to produce 2, 30-minute videotapes that emphasize and promote source reduction, recycling and the purchase of recycled goods, stimulate children and adults to be advocates for recycling.

The total 2021 Expenditure Plan budget of $100,000 for Mini-Grants was approved by the Board along with the option to carry over all unexpended funds from previous grant years and expend if necessary. A total of $76,040.00 in Mini-Grants was approved.

Project Grants

The Education Advisory Board awarded 10 Project Grants to the following projects:

Project Grant #: 21-27 Pleasanton Unified School District, PUSD Intern for AB 1826 and SB 1383, Pleasanton, East County, $49,499.00- Funds from this grant will be used to develop and implement programs for Child Nutrition Services (CNS) department and PUSD compliance with AB 1826 and SB 1383; train CNS staff at all school sites on practices to reduce food waste, recover edible food and separate organics properly; support CNS sustainability communication efforts: preparation of reports, data analysis, summaries, presentations, benchmarking and coordinate update to the website.

Project Grant #: 21-28 Berkeley Unified School District, BUSD: Striving for Zero Waste, Berkeley, West County, $30,000.00- Funds from this grant will be used to provide continued support for the Sustainability Coordinator Position; establish direct student support and educational resources; strengthen district-level support structures for school-level leadership; advance communications and coordination within district and with external community; provide continued infrastructural support.

Project Grant #: 21-29 Robot Garden, Fixit Clinics for Training High School Youth, Livermore, East County, $16,000.00- Funds from this grant will be used to recruit and train 50 high school students to participate in Fixit Clinics; teach 50 high school students the basics of consumer electronics repair; assist 500 Alameda County resident to repair items and extend their useful life; educate 12,500 high school students and their families about eWaste issues, educate 238,000 residents of Dublin, Pleasanton and Livermore about e-waste issues; divert or delay an estimated 4,000 pounds of items and eWaste from local landfills; develop a bilingual website and printed materials that provides info and resources related to eWaste.

Project Grant #: 21-30 Nancy Deming, Striving for Zero Waste-Alameda County Wide K-12 School Support, Richmond, West County, $30,000.00- Funds from this grant will be used to assist schools and school districts with sustainable methods to initiate and continue waste reduction and sorting programs; identify and find ways to empower existing staff to take on an element of the program to ensure longevity

Project Grant #: 21-31 The Berkeley Food Network, Food Recovery Program Expansion, Berkeley, West County, $30,000.00- Funds from this grant will be used to expand food recovery in Berkeley and surrounding municipalities to 750,000 pounds recovered between July 1, 2201 and June 30, 2022; disseminate safe food handling protocols for donated food to donors, membership network and volunteers; increase amount of food available to food-insecure residents in Berkeley, both housed and unhoused; provide volunteer opportunities for Berkeley's youth.

Project Grant #: 21-32 Go Green Initiative, Support for Pleasanton Unified and Hayward Unified School Districts, Pleasanton, West County, $31,000.00- Funds from this grant will be used to implement a source reduction and waste diversion program that ensures high-quality, uncontaminated streams of recovered materials, recycling and organics throughout Pleasanton Unified School District and Hayward Unified School District.

Project Grant #: 21-33 Fixit Clinics, San Ramon Repairs!, Berkeley, West County, $14,750.00- Funds from this grant will be used to activate and empower Dougherty Valley High School students to lead the effort to deploy repair throughout San Ramon now and into the future while building sustainability alongside the community and nurturing the ever-replenishing supply of local repairers coming from Dougherty Valley High School.

Project Grant #: 21-34 RRRComputer.org, Inc., From Landfills to Learners: Closing the Digital Divide and Reducing E-Waste in Alameda County Landfills, Oakland, West County, $20,140.00- Funds from this grant will be used to procurement of reusable laptops from Bay Area companies to encourage a culture of waste prevention; continually improve efficiencies in the refurbishment process to provide high quality reusable laptops safely to students; expand distribution outreach of reusable laptops; enhance learning opportunities for students and their families by strengthening the educational component in relation to e-waste prevention and digital competency.

Project Grant #: 21-35 Earth Team, Adopt Three Bins: Mentoring Families to Reduce Household Waste, Richmond, West County, $26,720.00- Funds from this grant will be used to recruit and train leadership teams made up of 4 teams of interns to lead community members as 3 bin ambassadors and mentors; increase household awareness through hands-on education; increase household actions by implementing in-home 3 bin systems in 200 low income households to reduce trash going to the landfill by 30% after 1 year.

Project Grant #: 21-36 Transition Berkeley, Essential Repair Skills Training, Berkeley, West County, $20,000.00- Funds from this grant will be used to teach high school students basic problem solving skills; about ecology, waste-stream, product design, circular economy and repair concepts; experience hands-on learning about how to diagnose and repair; how to perform simple repairs on their own products; learn how existing products are made and analyze how they could be better designed and constructed; work directly with the Berkeley community as a repair volunteer; learn about job/career opportunities.

The total 2021 Expenditure Plan budget of $230,000 for Project Grants was approved by the Board along with the option to carry over all unexpended funds from previous grant years and expend if necessary. A total of $268,109.00 in Project Grants was awarded.

Multi-Year Grants

The Education Advisory Board awarded 1 Multi-Year Grants in the 2021 cycle.

Multi-Year Grant #: 21-37(1) Green Schools Challenge, Alameda County Green Schools Challenge, Alameda, West County, $30,000.00- Funds from this grant will be used to offer increased support in their previous efforts in waste reduction as well as assistance with complying with new laws such as SB 1383.

The total 2021 Expenditure Plan budget of $185,000 for Multi-Year Grants was approved by the Board along with the option to carry over all unexpended funds from previous grant years and expend if necessary. A total of $30,000.00 in Multi-Year Grants was awarded.

ALARM Mitigation Projects

Pursuant to the terms of the settlement agreement, the 2021 Expenditure Plan set aside $0 for mitigation projects for landowners in the vicinity of the landfill. The Education Advisory Board corresponded with ALARM (Altamont Landowners Against Rural Mismanagement) to notify them of the available funding. No applications were submitted for consideration during the 2020 funding cycle. The Board will continue to communicate with ALARM regarding appropriate projects for funding.

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING THE ALTAMONT SETTLEMENT AGREEMENT EDUCATION ADVISORY BOARD'S EXPENDITURE PLAN FOR FY 2022-23

The Settlement Agreement Between and Among the County of Alameda, City of Livermore, City of Pleasanton, Sierra Club, Northern California Recycling Association ("NCRA"), Altamont Landowners Against Rural Mismanagement, and Waste Management of Alameda County, Inc. dated November 30, 1999 ("Settlement Agreement") provides for collection of a per ton fee from the Altamont Landfill and Resource Recovery Facility for impacts on the communities due to expansion of the landfill.

The per ton fee provided for under the Settlement Agreement increases annually based on the Consumer Price Index. A portion of the fee collected, currently $0.34 cents per ton, is set aside to fund the Education Account overseen by the Education Advisory Board ("EAB"). The EAB, which consists of two members chosen by the NCRA, one member chosen by the City of Livermore, one member chosen by the City of Pleasanton, and the Alameda County Recycling Board's environmental educator, proposes disbursement of the Education Account contingent upon approval of all members of the EAB.

The attached FY 2022-23 Expenditure Plan outlines the EAB's proposed plan, summary, and funding allocations for FY 2022-23. The EAB may award funds to qualified applicants that implement recycling and environmental awareness programs based on a competitive grant process.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Livermore, that it hereby approves the FY 2022-23 Expenditure Plan, attached hereto as Exhibit A, that is proposed by the Altamont Settlement Agreement Education Advisory Board for the expenditure of $600,000.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on March 28, 2022, by the following vote:

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

RESOLUTION NO. _____

ATTEST:

Marie Weber
City Clerk

APPROVED AS TO FORM:

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

Exhibit A – 2022 Expenditure Plan

Altamont Settlement Agreement
Education Advisory Board
January 5, 2022

2022/2023 Expenditure Plan

EXHIBIT A

Plan Summary

The Altamont Landfill Settlement Agreement created the Altamont Education Advisory Board to propose allocation of funds in the Education Account for diversion education programs, job training in the field of waste diversion and recycling and mitigating the impacts of the landfill operations on the affected neighboring community. Funds generated from the $0.34 per ton surcharge originating from the Altamont Landfill and the Vasco Road Landfill are expected to amount to approximately $442,000 annually. This per ton surcharge fee will be increased based on the consumer price index effective January 1, 2018.

The Need

The Altamont Landfill and Vasco Road Landfill accept material for disposal from Alameda County jurisdictions, and from the city of San Ramon. Funding programs in diversion education and job training in waste diversion and recycling throughout the landfill service area will preserve the life of the landfill and save resources.

Target Sectors

- Environmental education programs that serve schools
- Non-formal environmental education programs, serving students K-12
- Community-based environmental education programs
- Job training programs in the field of waste diversion and recycling
- Support to institutions and communities required to conform to new state laws, such as SB 1383

Funding Goals

- Allocate $442,000 per year for education and job training programs in waste prevention, source reduction, reuse, recycling, composting, and procurement of recycled content products.
- Report measurable results to the Northern California Recycling Association (NCRA), Alameda County Board of Supervisors and cities of Livermore and Pleasanton on an annual basis.
- Provide up to two cents ($0.02) of every thirty-four cents ($0.34) of the Education Account to Alameda Landowners Against Mismanagement (ALARM) for landfill mitigation projects (pursuant to Settlement Agreement sec. 7.3.3)
- Provide up to two percent (2%) of the funds received in the Education Account to the City of Livermore for financial management of the account (pursuant to Settlement Agreement sec. 7.6.2)

Objectives

Grants and projects:

- Mini-grants – The mini-grant program awards between $500-$3,000 to all eligible projects that meet award criteria up to the funding allocation amount. In 2018-19, mini-grants supported environmental science programs and school recycling and composting infrastructure projects.
- Project grants – The annual grant program would award competitive grants up to $50,000 for projects that would make significant contributions to the development of sustainable diversion education programs and job training in waste prevention and recycling. Types of projects could include: curriculum development, district-wide diversion education programs, job training programs, and community-based programs.
- Multiple year grants – Allow applicants for the annual grant program, to propose multiple year grants for up to three years of on-going support.
- Board initiated projects – Board initiated projects include projects for which a separate solicitation will need to be performed or special projects to be developed by the Board that fulfill a special niche or program area not addressed by the grants program. Types of projects could include job training partnerships, outreach programs, video and website development, and joint projects with other agencies.

Deliverables and Major Milestones

2022-23 Continue to develop job-training partnerships with education institutions, state and community colleges.

1/2022 Initiate development of 2022-23 expenditure plan.

1/2022 Release Request for Grant Applications.

3/2022 Annual expenditure plan to NCRA, Board of Supervisors and cities of Livermore and Pleasanton.

5/2022 Award project grants for 2022-23 school year.

Assumptions

- The environmental education community perceives a need for diversion education programs and can develop grant proposals that meet the goals and objectives of the parties to the settlement agreement and the Education Advisory Board.
- The Education Advisory Board can identify appropriate partners for enhancing or developing job training programs in waste prevention and recycling.

Altamont Settlement Agreement
Education Advisory Board
January 5, 2022

2022/2023 Expenditure Plan

EXHIBIT A

Constraints

- COVID pandemic has required flexibility and adaptability in required timelines and milestones.
- Teachers and others involved in environmental education are very busy and may not respond to grant solicitations.
- Other funding agencies, such as the Alameda County Waste Management Authority and Source Reduction and Recycling Board may have differing priorities that dominate the program offerings.
- The Education Account has limited funds that must be stretched over a large service area.

Proposed Allocations

Board communications, website	$5,000
Mini-grants	$125,000
Project grants	$280,000
Board initiated projects	$75,000
Multi-year grants	$85,000
ALARM mitigation projects*	$00,000
Fund administration	$30,000
TOTAL	**$600,000**

All unexpended funds from previous grant years will be carried over and, if necessary, applied to the 2022-2023 grant year.

*ALARM fund has reached maximum amount of $100,000

LIVERMORE
CALIFORNIA

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

DATE: March 28, 2022

TO: Honorable Mayor and City Council

FROM: Scott Lanphier, Public Works Director

SUBJECT: Resolution rescinding the previous Recycled Procurement Policy and replacing with an Environmentally Preferable Purchasing and Practices policy

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution rescinding the previous Recycled Procurement Policy and replace it by approving an Environmentally Preferable Purchasing and Practices policy.

SUMMARY

The City's existing Recycled Product Procurement (RPP) policy was adopted in 1992 and staff has created a new Environmentally Preferable Purchasing and Practices (EPP) policy to replace it. The new EPP policy describes a broader spectrum of sustainability practices that are up to date with current laws and practices. The new policy will document the City's sustainability goals and align the City's purchasing practices with SB 1383 and other regulations.

DISCUSSION

In 1992, the City Council adopted Resolution 1992-236 establishing a Recycled Product Procurement (RPP) policy. The purpose was to comply with then-new recycling laws which established initial statewide waste diversion goals.

In September 2016, SB 1383, the Short-Lived Climate Pollutant Reduction Act of 2016 was passed. It established aggressive targets to achieve a reduction in the statewide disposal of organic waste beginning in 2022. One component of SB 1383 establishes procurement goals for recycled content paper products. While SB 1383 does not require a jurisdiction to have an EPP policy, the updated EPP will help the City align its purchasing practices with the regulation.

The revised EPP policy, unlike the RPP, provides a more comprehensive system of evaluating purchases for environmental preferences. The City Council has adopted several environmental policies including a high diversion goal to meet or exceed 75% diversion from landfill by 2015 and beyond. The draft 2022 Climate Action Plan will also include measures for the City to take to avoid disposal. An EPP

policy is an important tool in achieving both increased diversion from the landfill and creating demand for products that contain recycled content.

POLICY DEVELOPMENT AND DESCRIPTION

Staff drafted the EPP policy from a model policy developed by StopWaste, an agency which consists of the Alameda County Waste Management Authority Board, the Source Reduction and Recycling Board, and the Energy Council. StopWaste was formed by a Joint Powers Authority in 1976, and works on behalf of 17 member agencies to provide waste management and program planning services in Alameda County. Many jurisdictions in Alameda County are also in the process of updating their EPP policies to align with SB 1383 procurement goals, including the Cities of Pleasanton and Dublin.

Many measures in the policy are already being practiced throughout the City. For example, sections 3.1.1 and 3.1.10 of the EPP encourages paper reduction efforts. The City has been implementing various paperless policies over the last few years and more were implemented at an accelerated pace in 2020 as many employees worked remotely due to the pandemic. Sections 3.1.2 and 3.2.5 of the EPP promotes use of remanufactured products. The Maintenance and Fleet divisions in Public Works recycles and/or refurbishes a wide variety of materials such as tires, concrete, motor oil, street signs, and scrap metal. Section 3.6.7 of the EPP suggests replacement with less-polluting vehicles and the Fleet division has purchased three electric and two hybrid vehicles this fiscal year to replace older gas vehicles. The City also has a reuse station and surplus program for office supplies and furniture which is supported by section 3.1.1 of the EPP.

Nothing in the policy shall require procurement of recycled products that are not available at a reasonable price or within a reasonable period of time. Some contractors providing goods or services to the City such as the City's office supplier, janitorial contractor, and printing vendor will also be required to comply with the City's EPP policies and report their qualifying purchases to the City.

FISCAL AND ADMINISTRATIVE IMPACTS

The EPP policy includes language that allows staff to use discretion when determining whether products are practicable and available at a competitive price. In addition, the City is already practicing provisions of the policy as mentioned in the examples above. Staff estimates an ongoing annual cost of $5,000 for administrative review and management.

ATTACHMENTS

1. RPP Resolution 1992-236
2. Resolution
3. Exhibit A - Environmentally Preferable Purchasing and Practices Policy

Prepared by: Marisa Gan
Recycling Specialist

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Tina Olsen
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE

STATE OF CALIFORNIA

A RESOLUTION ESTABLSHING A RECYCLED PRODUCT PROCUREMENT POLICY

Natural resources are limited and need to be preserved for future generations.

The volume of material disposed at landfills in Alameda County has been increasing annually.

Sanitary landfill space is at a premium and it is becoming increasingly difficult to site new landfills.

Much of the material that enters the waste stream can be recycled, reused or incorporated in the manufacture of new products.

The City's participation in and promotion of recycling programs can significantly reduce the volume of material entering the waste stream thereby extending the local landfill life expectancy.

For recycling programs to be effective, markets must be developed for products that incorporate post-consumer materials in their manufacture, are reusable, or are designed to be recycled.

As a consequence of AB 939 all jurisdictions in the State need to achieve waste diversion goals of 25% in 1995 and 50% in 2000 and to prepare Source Reduction and Recycling Elements.

The Source Reduction and Recycling Elements generally state that jurisdictions will actively participate in the development of markets for recycled products.

California Public Contract Code sections 12168 and 12210 require that local agencies buy recycled products if fitness, quality and price are equal to non-recycled products, and allows local agencies to adopt purchasing preferences for recycled products.

It can be seen with certainty that there is no possibility that this program may have a significant effect on the environment, the program is not subject to CEQA.

RESOLUTION NO. 92-236

Now, therefore, the City Council of the City of Livermore finds and resolves that:

1. As part of an ongoing process, all City departments shall conduct a review of existing specifications to determine whether they require either the use of products manufactured from virgin materials or preclude the use of recycled products, reusable products, or products designed to be recycled.

2. In the event that said specifications do preclude the use of recycled products or require the use of virgin materials, then they shall be eliminated or modified appropriately to permit use of recycled products, unless the department or agency can demonstrate that recycled products would not achieve a necessary performance standard or that the procedures by which these products are produced are environmentally harmful.

3. Commodities and materials purchased in fulfillment of contracts with the jurisdiction shall be subject to this policy to the maximum extent feasible and as adopted specifications and standards allow.

4. As part of a continuous process and as information becomes available, the appropriate City departments shall recommend to the Purchasing Agent that product specifications incorporate requirements for the use of recycled materials, reusable products, products that contribute to source reduction and products designed to be recycled to the maximum extent practicable, unless it may be demonstrated that the performance of these products will be unsatisfactory, that the product will negatively impact health, safety or operational efficiency.

5. The existing inventory of products manufactured from virgin materials or materials not recyclable or reusable should continue to be used until said inventories are depleted, at which time they will be replaced with products purchased under the requirements of this policy.

6. Whenever feasible, the City shall encourage the use of recycled materials, reusable products, products designed to be recycled and products that due to their durability, quality and/or packaging, support source reduction efforts. Whenever practicable the City may purchase products which at a minimum meet the State of California's definition of "recycled products," i.e., at least 10% post-consumer recovered materials, and at least 50% total recovered material. (Public Contract Code section 12200). For other definitions, refer to attachment A.

7. To ensure the recycled content of a product, the City shall establish a monitoring mechanism. For example, vendors of paper products shall certify to the jurisdiction that the recycled paper products offered contain at least the minimum percentage of recycled material set forth in the jurisdiction's definition of recycled paper and shall specify the percentage or recycled paper content in the paper or paper products.

8. The City shall encourage consultants, contractors and vendors doing business with it to use only white recycled paper when appropriate, for any reports or studies submitted to it, provided that white recycled paper is available at a reasonable cost.

9. When recycled products are used, reasonable efforts shall be undertaken to label the products to indicate that they contain recycled materials.

10. The City shall examine feasible ways to cooperate with neighboring jurisdictions by revising contract policies to allow other jurisdictions to purchase materials under the same favorable conditions as specified in the agency's contracts and by developing a comprehensive, consistent and cost effective procurement effort intended to stimulate the market for recycled products, reusable products and products that reduce waste.

11. The City shall design a monitoring mechanism and shall assign a department to assess and coordinate the implementation of this policy.

APPROVED AS TO FORM:

CITY ATTORNEY

On motion of Councilmember Wieskamp, seconded by Councilmember Stein, the foregoing Resolution was passed and adopted this 13th day of July, 1992, by the following vote:

AYES: COUNCILMEMBERS Reitter, Stein, Wieskamp & Mayor Brown

NOES: NONE

ABSENT: COUNCILMEMBER Vargas

Cathie Brown
MAYOR, CITY OF LIVERMORE, CALIFORNIA

ATTEST:

Carol Greany
CITY CLERK

ATTACHMENT A
DEFINITIONS

From the California Public Contracts Code.

Recycled paper product: a paper product with no less than 50 percent of its total weight consisting of secondary and post-consumer waste with no less than 10 percent of its total weight consisting of post-consumer waste.

Recycling: the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused or reconstituted products which meet the quality standards necessary to be used in the marketplace.

Secondary Waste: fragments of finished products or finished products of a manufacturing process which has converted a resource into a commodity of real economic value, and includes post-consumer waster, but does not include excess virgin resources of the manufacturing process.

Post-consumer recovered material: a finished material which would have been disposed of as a solid waste, having completed its life cycle as a consumer item, and does not include manufacturing wastes.

Recycled Percentage: number from 0 to 100 that indicates the portion of a certain material within a product that is derived from secondary waste.

Co-compost: product derived from a blending of materials of which at least 80 percent, whenever possible, is household refuse and the remainder is sewage sludge or other comparable substitutes, including, but not limited to, nontoxic dairy wastes, livestock and horse manure or fish wastes.

Compost: product derived from the controlled biological decomposition of a blend of organic waste, yard refuse, including, but not limited to, wood by-products, plant waste, yard refuse or treated sewage sludge.

LJJ:jmg
6/24/92

LJJ43

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION RESCINDING THE PREVIOUSLY APPROVED RECYCLED PROCUREMENT POLICY AND REPLACING WITH AN ENVIRONMENTALLY PREFERABLE PURCHASING AND PRACTICES POLICY FOR THE CITY OF LIVERMORE

The City of Livermore recognizes the products and services the City buys create economic, environmental, and human health impacts and the procurement decisions should reflect the City's ongoing commitment to sustainability. The City of Livermore recognizes its responsibility to protect human health and the environment while supporting a diverse, equitable, and vibrant community and economy.

The City of Livermore already procures products and services that meet the intent of this policy and it shall be the goal that all purchases made with City funds meet its intent. The Environmentally Preferable Purchasing and Practices (EPP) policy, will build onto the previously approved recycled product procurement resolution (1992-236). Minor administrative changes to the EPP policy may be made by staff in the Environmental Services Division or the Finance Division, but any substantial changes must be approved and adopted by the City Council.

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

1. The City Council authorizes rescinding the previously approved Recycled Procurement Policy and replacing with an Environmentally Preferable Purchasing and Practices Policy.

2. The City Council approves the Environmentally Preferable Purchasing policy attached as Exhibit A.

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

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on March 28, 2022, by the following vote:

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

ATTEST:

Marie Weber
City Clerk

APPROVED AS TO FORM:

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

Exhibit A – Environmentally Preferable Purchasing and Practices Policy

ENVIRONMENTALLY PREFERABLE PURCHASING AND PRACTICES POLICY CITY OF LIVERMORE

1.0 STATEMENT OF POLICY

It is the policy of the City of Livermore to:

- Institute practices that reduce waste by increasing product efficiency and effectiveness,
- Purchase products that minimize environmental impacts, toxics, pollution, and hazards to worker and community safety to the greatest extent practicable, and
- Purchase products that include Recycled Content, are durable and long-lasting, conserve energy and water, use agricultural fibers, reduce greenhouse gas emissions, use unbleached or chlorine free manufacturing processes, are lead-free and mercury-free, and use wood from sustainably harvested forests.

2.0 PURPOSE

This policy is adopted in order to:

- Conserve natural resources,
- Purchase products and institute practices that conserve energy and water.
- Purchase products that include recycled content to support strong recycling markets,
- Purchase products and institute practices to help reduce materials that are landfilled,
- Identify environmentally preferable products and distribution systems, and
- Create a model for successfully purchasing environmentally preferable products and services that encourages other buyers and consumers in our community to adopt similar goals.

3.0 SPECIFICATIONS

3.1 Source Reduction

3.1.1 The City of Livermore shall institute practices that reduce waste, encourage reuse, and result in the purchase of fewer products whenever practicable and cost-effective, but without reducing safety or workplace quality.

3.1.2 The City of Livermore shall purchase Remanufactured Products such as toner cartridges, tires, furniture, equipment, and automotive parts whenever practicable, but without reducing safety, quality, or effectiveness.

3.1.3 All Buyers shall consider short-term and long-term costs in comparing product alternatives, when feasible. This includes evaluation of total costs expected

during the time a product is owned, including, but not limited to, acquisition, extended warranties, operation, supplies, maintenance and replacement parts, disposal costs and expected lifetime compared to other alternatives.

3.1.4 Products that are durable, long lasting, reusable, or refillable are preferred whenever feasible and avoid purchasing one-time use or disposable products.

3.1.5 Request vendors eliminate packaging or use the minimum amount necessary for product protection. Vendors shall be encouraged to take back packaging for Reuse. A vendor's willingness to take back packaging will be used as part of the consideration in the bid process.

3.1.6 Packaging that is reusable, recyclable, or compostable is preferred, when suitable uses and programs exist.

3.1.7 Vendors shall be encouraged to take back and Reuse pallets and packaging materials.

3.1.8 Consider provisions in contracts with suppliers of non-electronic equipment that require suppliers to take back equipment for reuse or environmentally sound recycling when the City of Livermore discards or replaces such equipment, whenever possible. Suppliers will be required to state their take back, reuse, or recycling programs during the bidding process.

3.1.9 Promote electronic distribution of documents rather than printing or copying including preferred use of electronic signature whenever feasible.

3.1.10 When producing paper documents, print and copy all documents on both sides to reduce the use and purchase of paper. Printers and copiers shall be set to default to duplex.

3.1.11 Ensure all imaging equipment is installed with energy and resource-efficient settings set as default.

3.2 Recycled Content Products

3.2.1 All paper products purchased shall be consistent with requirements of the California Public Contract Code, Sections 22150 through 22154 and Sections 12200 and 12209, as amended.

3.2.2 Copiers and printers purchased shall be compatible with the use of Recycled Content products.

3.2.3 In accordance with California Public Contract Code, Section 10409, the City of Livermore shall purchase re-refined lubricating and industrial oil for use in its vehicles and other equipment, if it is certified by the American Petroleum Institute (API) as appropriate for use in such equipment. This section shall not prohibit the purchase of virgin-oil products for exclusive use in vehicles whose warranties expressly prohibit the use of products containing recycled oil.

3.2.4 When specifying asphalt, concrete, aggregate base or Portland cement concrete for road construction projects, the City of Livermore shall use recycled, reusable, or reground materials when practicable.

3.2.5 The City of Livermore shall specify and purchase Recycled Content transportation products, including signs, cones, parking stops, delineators, and barricades when available.

3.2.6 All eligible paper products shall contain a statement that the paper is recyclable as defined in 16 Code of Federal Regulations (CFR) Section 260.12.

3.3 Energy and Water Savings

3.3.1 Where applicable, energy-efficient equipment shall be purchased with the most up-to-date energy efficiency functions. This includes, but is not limited to, high efficiency space heating systems and high efficiency space cooling equipment.

3.3.2 When practicable, the City of Livermore shall replace inefficient lighting with energy-efficient equipment.

3.3.3 All products purchased by the City of Livermore and for which the U.S. EPA Energy Star certification is available shall meet Energy Star certification, when practicable. When Energy Star labels are not available, choose Energy-Efficient Products that are in the upper 25% of energy efficiency as designated by the Federal Energy Management Program.

3.3.4 The City of Livermore shall purchase Water-Saving Products whenever practicable. This includes, but is not limited to, high-performance fixtures like toilets, low-flow faucets and aerators, and upgraded irrigation systems.

3.4 Green Building – Construction and Renovations

3.4.1 All building and renovations undertaken by the City of Livermore shall consider Green Building practices for design, construction, and operation, where appropriate, as described in the LEED™ Rating System.

3.5 Landscaping

3.5.1 City staff and Direct Service Providers should use Recovered Organic Waste Products, specifically Compost and SB 1383 Eligible Mulch, for landscape renovations, construction and maintenance, as practicable, whenever available.

3.5.2 All landscape renovations, construction and maintenance performed by the City of Livermore by both City staff and its Contractors providing landscaping services for the City , shall employ Rescape Landscaping or sustainable landscape management techniques for design, construction, and maintenance practices whenever possible, including, but not limited to, Integrated Pest Management, grasscycling, drip irrigation, computerized central irrigation linked with the local weather station, and use of Recovered Organic Waste Products specifically Compost and SB 1383 Eligible Mulch.

3.5.2 Plants should be selected to minimize waste by choosing species for purchase that are appropriate to the microclimate, species that can grow to their natural size in the space allotted them, and perennials rather than annuals for color. Native and drought-tolerant plants that require no or minimal watering once established are preferred.

3.5.3 Hardscapes and landscape structures constructed of Recycled Content materials are encouraged. The City of Livermore shall limit the number of impervious surfaces in the landscape, wherever practicable. Permeable substitutes, such as permeable asphalt or pavers, are encouraged for walkways, patios, and driveways.

3.5.4 Swales will be created wherever practicable in all landscape renovations and construction performed by the City of Livermore to assist in water run-off management. Outreach programs will be developed to instruct the public in the proper maintenance of swales.

3.6 Toxics and Pollution

3.6.1 Whenever practicable when maintaining buildings and landscapes, the City of Livermore and its Contractors shall manage pest problems through prevention and physical, mechanical, and biological controls. The City of Livermore may either adopt and implement an Organic Pest Management policy and practices or adopt and implement an Integrated Pest Management (IPM) policy and practices using the least toxic pest control as a last resort.

3.6.2 When maintaining buildings, the City of Livermore shall, whenever practicable, use products with the lowest amount of volatile organic compounds (VOCs), highest Recycled Content, and low or no formaldehyde when purchasing materials such as paint, carpeting, adhesives, furniture, and casework.

3.6.3 To the extent practicable, the City of Livermore shall require its janitorial Contractor to supply industrial and institutional cleaning products that meet Green Seal certification standards for environmental requirements.

3.6.4 To the extent practicable, the City of Livermore shall purchase paper, paper products, and janitorial paper products that are unbleached or are processed without chlorine or chlorine derivatives.

3.6.5 The City of Livermore will prohibit the purchase of products that use polyvinyl chloride (PVC) such as, but not limited to, furniture and flooring, whenever practicable.

3.6.6 The City of Livermore shall purchase products and equipment with no lead or mercury whenever possible. For products that contain lead or mercury, the City of Livermore shall give preference to those products with lower quantities of these metals and to vendors with established lead and mercury recovery programs. In addition, whenever lead- or mercury-containing products require

disposal, city employees will be given direction to dispose of those products in the most environmentally safe manner possible.

3.6.7 When replacing vehicles, the City of Livermore shall consider less-polluting alternatives to diesel such as compressed natural gas, bio-based fuels, hybrids, electric batteries, and fuel cells, as available.

3.6.8 Purchase or specify commercial carpeting that meets NSF/ANSI 140 Standard for Sustainable Carpet Assessment and require old carpet that is removed be recycled when feasible.

3.6.9 Purchase or specify non-carpet floor coverings that meet NSF/ANSI 332 Standard for Resilient Flooring including vinyl, linoleum, and rubber flooring.

3.7 Agricultural Bio-Based Products

3.7.1 Paper, paper products, and construction products made from non-wood, plant-based contents such as agricultural crops are encouraged whenever practicable.

3.7.2 Use compostable products that are biodegradable and compostable, such as bags, food and beverage containers, and cutlery.

3.7.3 Ask vendors to provide proof of compliance with ASTM standards for compostable, biodegradable, and Biodegradable Plastic products upon request. One acceptable proof of compliance for compostable products will be certification by the Biodegradable Products Institute (BPI).

3.8 Forest Conservation Products

3.8.1 To the greatest extent practicable, do not procure wood products such as lumber and paper that originate from forests harvested in an environmentally unsustainable manner. When possible, give preference to wood products that are certified to be sustainably harvested by a comprehensive, performance-based certification system. The certification system shall include independent third-party audits, with standards equivalent to, or stricter than, those of the Forest Stewardship Council certification.

3.8.2 Encourage the purchase or use of previously used or salvaged wood and wood products whenever practicable.

4.0 RESPONSIBILITIES

4.1 The health and safety of workers and citizens is of utmost importance and takes precedence over all other practices. Also, the City of Livermore recognizes its duty to act in a fiscally responsible as well as a timely manner.

4.2 Nothing contained in this policy shall be construed as requiring a department, purchaser, or Contractor to procure products that do not perform adequately for

their intended use, exclude adequate competition, risk the health or safety of workers and citizens, or are not available in a reasonable period of time.

4.3 If fitness and quality are equal, the Buyer shall purchase environmentally preferred products instead of products that are less environmentally preferred whenever they are available at the same cost or up to 5% the cost of the less environmentally preferred items.

4.4 Nothing contained in this policy shall be construed as requiring the City of Livermore, department, purchaser, Direct Service Provider, or Contractor to take any action that conflicts with local, state, or federal requirements.

4.5 The City of Livermore has made significant investments in developing a successful recycling system and recognizes that Recycled Content products are essential to the continuing viability of that recycling system and for the foundation of an environmentally sound production system. Therefore, to the greatest extent practicable, Recycled Content shall be included in products that also meet other specifications, such as chlorine free or compostable products as certified by the BPI.

5.0 IMPLEMENTATION

5.1 Each department will be responsible for implementing this policy, with assistance from the Environmental Services Division and Finance Division.

5.2 Successful bidders shall certify in writing that the environmental attributes claimed in competitive bids are accurate. In compliance with state law, vendors shall be required to specify the minimum or actual percentage of recovered and Post-consumer Material in their products, even when such percentages are zero.

5.3 Upon request, Buyers making the selection from competitive bids shall be able to provide justification for product choices that do not meet the environmentally preferable purchasing criteria in this policy.

5.4 Buyers shall attempt to include businesses certified by the California Green Business Program in requests for products and services.

5.5 Vendors, contractors and grantees shall comply with applicable sections of this policy for products and services provided to the City of Livermore, where practicable.

6.0 PROGRAM EVALUATION

6.1 Staff from the Environmental Services Division will obtain data, as available, regarding Recycled Content product purchases from individual departments and/or city-wide vendors (e.g., the City office supply vendor) on at least an annual basis. Purchasing trends will be evaluated to see if Recycled Content and/or less toxic alternatives are available, if alternate practices could be introduced to reduce waste, and to identify new practices, products or trends that

could help the City achieve its waste reduction and recycling goals as well as compliance with state law.

7.0 DEFINITIONS

7.1 "Agricultural Bio-Based Products" means commercial or industrial products (other than food or feed) that utilize agricultural crops or residues but does not include products made from forestry materials.

7.2 "Biodegradable plastic" means the degradation of the plastic must occur as a result of the action of naturally occurring microorganisms.

7.3 "Biodegradable Products Institute" (BPI) is a multi-stakeholder association of key individuals and groups from government, industry, and academia, which promotes the use, and recycling of biodegradable polymeric materials (via composting). BPI does not create standards but certifies products that demonstrate they meet the requirements in ASTM D6400 or D6868, based on testing in an approved laboratory.

7.4 "Buyer" means anyone authorized to purchase or contract for purchases on behalf of this jurisdiction or its subdivisions.

7.5 "California Green Business Program" is a partnership of governments and businesses that certifies the environmental performance of government agencies and businesses

7.6 "The Carpet and Rug Institute" (CRI) is the national trade association representing the carpet and rug industry. CRI has developed and administered the "Green Label" indoor air quality testing and labeling program for carpet, adhesives, cushion materials and vacuum cleaners. The "Green Label Plus" testing program incorporates additional requirements to meet California's Collaborative for High Performance Schools low-emitting materials criteria.

7.7 "Compost" is the product resulting from the controlled biological decomposition of organic solid wastes that are source separated from the municipal solid waste stream or which are separated at a centralized facility or as otherwise defined in 14 CCR Section 17896.2(a)(4).

7.8 "Contractor" means any person, group of persons, business, consultant, designing architect, association, partnership, corporation, supplier, vendor, or other entity that has a contract with the City of Livermore or serves in a subcontracting capacity with an entity having a contract with City of Livermore for the provision of goods or services.

7.9 "Direct Service Provider" means a person, company, agency, district, or other entity that provides a service or services to the City pursuant to a contract or other written agreement or as otherwise defined in 14 CCR Section 18982(a)(17).

7.10 "Energy Star" means the U.S. EPA's energy efficiency product labeling program.

7.11 "Energy-Efficient Product" means a product that is in the upper 25% of energy efficiency for all similar products, or that is at least 10% more efficient than the minimum level that meets federal standards.

7.12 "Federal Energy Management Program" is a program of the Department of Energy that issues a series of *Product Energy Efficiency Recommendations* that identify recommended efficiency levels for energy-using products.

7.13 "Forest Stewardship Council" is a global organization that certifies responsible, on-the-ground forest management according to rigorous standards developed by a broad variety of stakeholder groups.

7.14 "Green Seal" is an independent, non-profit environmental labeling organization. Green Seal standards for products and services meet the U.S. EPA's criteria for third-party certifiers. The Green Seal is a registered certification mark that may appear only on certified products.

7.15 "Integrated Pest Management" is an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties. Pesticides are used only after monitoring indicates they are needed according to established guidelines, and treatments are made with the goal of removing only the target organism. Pest control materials are selected and applied in a manner that minimizes risks to human health, beneficial and nontarget organisms, and the environment.

7.16 "LEED Rating System" means the most recent version of the Leadership in Energy and Environmental Design (LEED) Rating System, approved by the U.S. Green Building Council, and designed for rating new and existing commercial, institutional, and residential buildings.

7.17 "NSF/ANSI" means NSF International follows the American National Standards Institute (ANSI) standards development process. Standards are developed by joint committees (balanced stakeholder groups of public health, industry, and user representatives).

7.18 "Organic Pest Management" prohibits the use and application of toxic chemical pesticides and strives to prevent pest problems through the application of natural, organic horticultural and maintenance practices. All pest control products shall be in keeping with, but not limited to, those products on the approved list of California Certified Organic Farmers (CCOF).

7.19 "Organic Waste" means solid wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, yard trimmings, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46).

7.20 "Post-consumer Material" means a finished material which would normally be disposed of as a solid waste, having reached its intended end-use and completed its life cycle as a consumer item, and does not include manufacturing or converting wastes.

7.21 “Recovered Material” means fragments of products or finished products of a manufacturing process, which has converted a resource into a commodity of real economic value and includes pre-consumer and Post-consumer Material but does not include excess resources of the manufacturing process.

7.22 “Recovered Organic Waste Products” means products made from California, landfill-diverted Recovered Organic Waste Products processed at a permitted or otherwise authorized operation or facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

7.23 “Recycled Content” means the percentage of Recovered Material, including pre-consumer and Post-consumer Materials, in a product.

7.24 “Recycled Product” means a product that meets the City of Livermore’s Recycled Content policy objectives for Post-consumer and Recovered Materials.

7.25 “Remanufactured Product” means any product diverted from the supply of discarded materials by refurbishing and marketing said product without substantial change to its original form.

7.26 “ReScape Landscaping” means working with the natural ecosystems to foster soil health, to reduce runoff and pollution, prevent and reuse plant waste, and conserve water and other natural resources.

7.27 “Reuse” means any product designed to be used many times for the same or other purposes without additional processing except for specific requirements such as cleaning, painting, or minor repairs.

7.28 “SB 1383 Eligible Mulch” means mulch eligible to meet Senate Bill 1383’s annual Recovered Organic Waste Product procurement target, pursuant to 14 CCR Chapter 12 of Division 7. This SB 1383 Eligible Mulch shall meet the conditions specified by 14 CCR Section 18993.1(f)(4).

7.29 “Source Reduction” refers to products that result in a net reduction in the generation of waste compared to their previous or alternate version and includes durable, reusable and Remanufactured Products; products with no, or reduced, toxic constituents; and products marketed with no, or reduced, packaging.

7.30 “U.S. EPA” means the U.S. Environmental Protection Agency an independent executive agency of the United States federal government tasked with managing environmental protection.

7.31 “Water-Saving Products” are those that are in the upper 25% of water conservation for all similar products, or at least 10% more water-conserving than the minimum level that meets the federal standards.

8.0 EFFECTIVE DATES

8.1 This policy shall take effect on April 1, 2022, and may be amended, modified, or suspended by the Public Works Department.

LIVERMORE
CALIFORNIA

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

DATE: March 28, 2022

TO: Honorable Mayor and City Council

FROM: Marie Weber, Acting Administrative Services Director

SUBJECT: 7:05 P.M. - **Introduction of an Ordinance** amending Title 2, Chapter 2.14, *Elections*, of the Livermore Municipal Code regarding City Council Districts and amending the boundaries and descriptions of the districts as indicated in Exhibit A

RECOMMENDED ACTION

Staff recommends City Council introduce an Ordinance amending Title 2, Chapter 2.14, *Elections*, of the Livermore Municipal Code updating the City Council District Map and amending the boundaries and descriptions of each District.

SUMMARY

Each city with district-based elections is required to update the district boundaries every ten years following receipt of updated population data from each federal decennial census. The City undertook community outreach efforts, held four public hearings, and a workshop regarding how to use the mapping tools. On March 14, 2022, the City Council selected the final voting district boundary map for implementation in the 2022 General Municipal Election. This final hearing introduces an ordinance approving the final map and amending the boundaries and descriptions of the districts.

DISCUSSION

The City of Livermore has district-based elections for four Council Members and therefore is required to update the district boundaries prior to the November 8, 2022 Election. To complete this process, the City Council held two public hearings on October 11, 2021 and January 24th of this year, explaining the redistricting process and inviting residents to submit maps and communities of interest, prior to maps being drawn. A workshop was held on October 18, 2021 demonstrating how to use the electronic mapping tools and highlighting the paper tools available. A third public hearing was held on February 14th where draft maps were reviewed, and four new focus maps were developed by the demographer based on the City Council's direction.

On March 14, 2022, the fourth hearing was held to review the focus maps, select a final map, and identify any final modifications the City Council wanted made to the selected map. At the conclusion of

the March 14, 2022 meeting, the City Council selected Plan Cardinal as the City's voting district map with the following modifications: 1) include Junction Avenue School in District 1 with the boundary following Portola to Lee Avenue and 2) include St. Michael's School in District 1 with the boundary following Church Street to 5th Street to Maple and then west on East Avenue.

In addition to the four public hearings, the City engaged in public outreach efforts to help inform the public regarding district-based elections and to encourage feedback and input, including:

- Establishing a redistricting website
- Weekly social media posts in English and Spanish
- Calls to engage 60+ community organizations including the school district, local churches, senior living facilities, and non-profit organizations
- Letters sent to all advisory body members encouraging their participation
- English and Spanish flyers published in Peachjar through the Livermore Valley Joint Unified School District reaching 13,000+ email recipients with 426 views.
- Map and community of interest paper kits have been made available at the Chamber of Commerce for residents to pick up
- Deployment of redistricting kiosks at all Livermore Libraries where residents can submit an electronic map or pick up a paper mapping kit
- City booths at the January 9th and 16th Livermore Downtown Sunday Farmer's Market to share information, provide map kits, and answer questions. Staff counted 80+ interactions at each Farmer's Market and found that when asked, approximately 49% of residents were happy with the existing district lines, 50% were uncertain, and 1% were unhappy.
- Webpage banner published on Las Positas College homepage directing viewers to the City's dedicated redistricting website
- Email sent to City contacts and social media posts directly requesting the submission of Community of Interest maps
- Social Media survey which yielded 21 results that showed 47.5% of respondents are happy with the current map, 43% are uncertain, and 9.5% want changes to the current district lines (Attachment 6)

The purpose of this fifth and final hearing is to receive any additional public testimony on the final map; and to introduce an ordinance amending the Livermore Municipal Code to update the City Council District Map and amend the boundaries and descriptions of each District. In consultation with the City Manager and City Attorney, the City Clerk will be authorized to make minor adjustments necessary to implement the district boundaries. If the City Council introduces the proposed ordinance, the second reading will be placed on the agenda for the April 11, 2022 meeting.

FISCAL AND ADMINISTRATIVE IMPACTS

For the 2021-22 redistricting process, funding has already been appropriately budgeted within the City Clerk's Division under the General Fund and includes consulting services from both community outreach and demographic firms. The City elected to retain the services of Tripepi Smith to assist with public outreach and the cost shall not exceed $48,000. The cost of providing demographic services by Wagaman Strategies shall not exceed $49,000. Legal Counsel is being provided by the Livermore City Attorney's Office. Staff estimates that current funds will be sufficient to complete the redistricting process.

ATTACHMENTS

1. Proposed Final Map
2. Proposed Final Map Demographics
3. Ordinance
4. Exhibit A - Amended and Restated Chapter 2.14, Election
5. Exhibit B - District Map

Prepared by: Marie Weber
City Clerk

Approved by:



Marc Roberts
City Manager

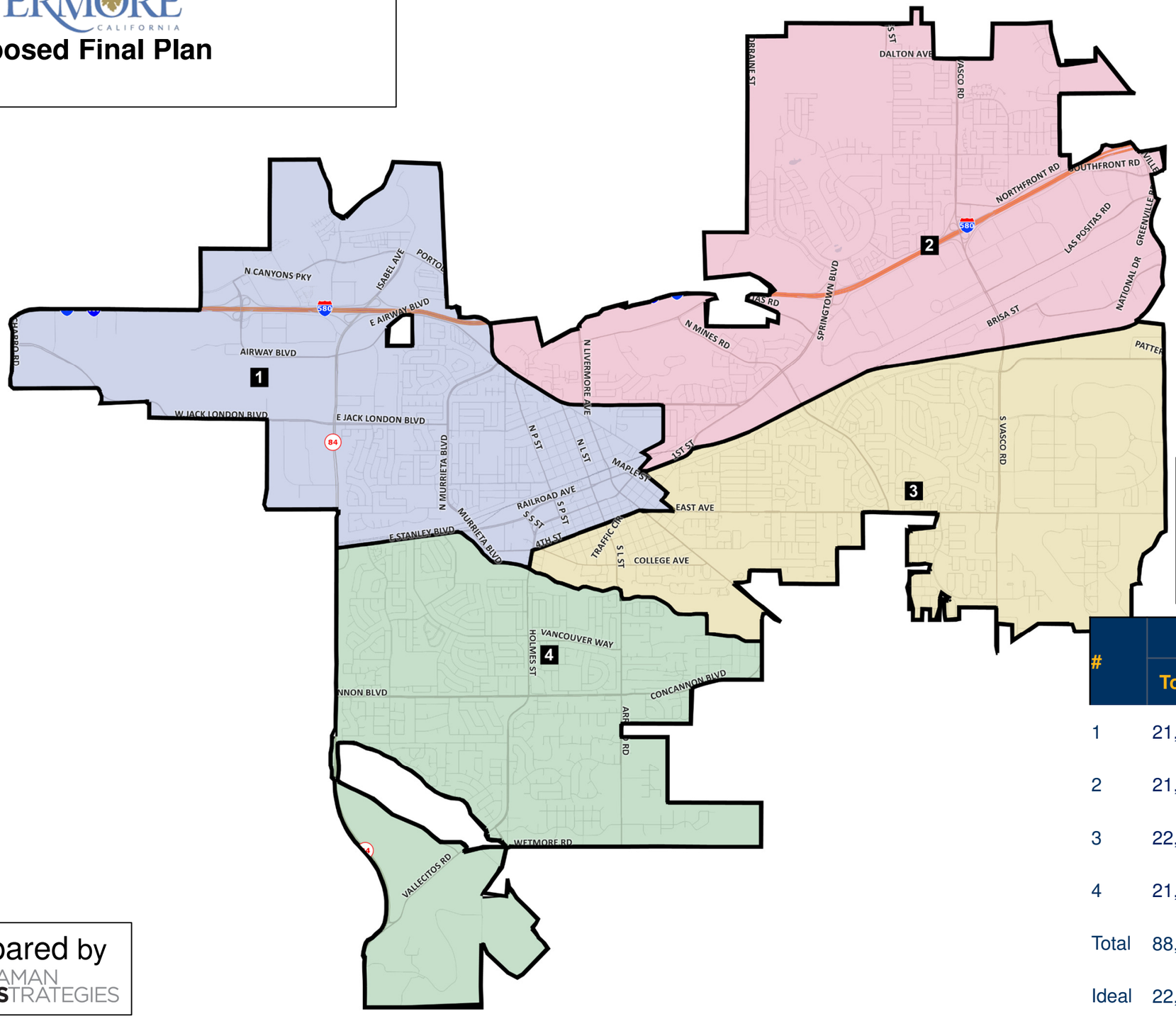
Fiscal Review by:



Tina Olsen
Administrative Services Director

LIVERMORE
CALIFORNIA

Proposed Final Plan



#	Population^		Citizen Voting Age Population+				
	Total	Deviation	Total	Latino*	Asian*	Black*	NH-White
1	21,778	-1.0%	14,799	20.3%	11.8%	3.6%	62.7%
2	21,910	-0.4%	15,242	15.0%	15.3%	3.4%	65.0%
3	22,461	+2.1%	16,030	10.8%	11.1%	2.9%	74.2%
4	21,857	-0.7%	15,883	12.6%	8.8%	0.9%	76.0%
Total	88,006	3.1%	61,954	14.6%	11.7%	2.6%	69.6%
Ideal	22,002						

^ 2020 Census Redistricting Data. Adjusted for incarcerated populations
+ 2015-2019 American Community Survey Special Tabulation
** Calculated pursuant to OMB BULLETIN NO. 00-02*

Prepared by
WAGAMAN STRATEGIES

Livermore Redistricting

ATTACHMENT 2

Proposed Final Plan

	Population							Voting Age Population					Citizen Voting Age Population				
#	Total	Deviation	% Dev	Latino	Asian	Black	NH	Total	Latino	Asian	Black	NH	Total	Latino	Asian	Black	NH
1	21,778	-224	-1.0%	30.3%	16.8%	2.3%	46.6%	17,167	26.7%	16.6%	2.2%	50.8%	14,799	20.3%	11.8%	3.6%	62.7%
2	21,910	-92	-0.4%	20.2%	21.7%	2.7%	51.0%	16,881	18.3%	20.9%	2.7%	54.1%	15,242	15.0%	15.3%	3.4%	65.0%
3	22,461	459	2.1%	21.1%	13.5%	2.9%	58.6%	17,660	18.6%	13.0%	2.6%	62.1%	16,030	10.8%	11.1%	2.9%	74.2%
4	21,857	-145	-0.7%	14.8%	15.9%	1.3%	64.0%	16,760	13.1%	14.8%	1.3%	67.0%	15,883	12.6%	8.8%	0.9%	76.0%

** Population and Voting Age Population from 2020 Census Redistricting data. Adjusted for incarcerated populations.*

** Citizen Voting Age Population from adjusted 2015-2019 American Community Survey Special Tabulation.*

** Racial/Ethnic data calculated pursuant to OMB BULLETIN NO. 00-02.*

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN ORDINANCE AMENDING TITLE 2, CHAPTER 2.14, *ELECTIONS,* OF THE LIVERMORE MUNICIPAL CODE REGARDING CITY COUNCIL DISTRICTS AND AMENDING THE BOUNDARIES AND DESCRIPTIONS OF THE DISTRICTS

Every ten years, cities with by-district elections are required to use new census data to review and redraw district lines to reflect population changes.

This redistricting process ensures that all districts within a city have nearly an equal number of people residing within each district.

The City of Livermore transitioned to a district-based election system on November 26, 2018. As a result of the 2020 federal decennial census, the City Council is required to update the district boundaries prior to the November 8, 2022, General Municipal Election.

Although the City recently went through the districting process in 2018, the Council districts that were created reflected the population totals from the 2010 census.

Under the requirements of California Elections Code section 21608, the City created a redistricting website that included agendas, notices, draft maps, a hearing calendar, the procedure for submitting testimony, a recording of each hearing, meeting minutes, and public participation tools.

The City took specific steps to encourage residents, including those in underrepresented communities and non-English speaking communities, to participate in the redistricting process.

Pursuant to state law, the City held a total of five public hearings at the fixed time of 7:05 p.m., which included two public hearings regarding the potential voting district boundaries prior to the release and consideration of any draft voting district maps and two public hearings following the release of draft voting district maps. Spanish translation services were provided at all public hearings.

On October 11, 2021 and January 24, 2022, the City Council held public hearings to consider input from the public on the composition of the Council districts. The City Council considered all oral and written information, testimony, and comments received during the public review process.

On February 4, 2022, the City published and made available for release, all of the draft maps under consideration. The draft maps were made available on the City's website and the public was invited to provide comments. On February 14, 2022, the City Council considered the draft maps and comments received by the public and provided direction to the demographer to revise such maps.

On February 18, 2022, the City published four additional focus maps on the website and invited the public to provide comments.

At a public hearing on March 14, 2022, the City Council voted to proceed with a revised map.

On March 16, 2022, consistent with the provisions of California Elections Code section 21608(d)(1), the City published on the website the final map selected by the City Council. The final map was made available on the City's website and the public was invited to provide comments seven days prior to the first reading of the ordinance.

Under the provisions of California Elections Code section 21607.1, a recording of each public hearing was made available immediately following each meeting and meeting minutes were posted immediately following City Council approval.

The City desires to amend Title 2, Chapter 2.14, *Elections*, of the Municipal Code to include revisions to district boundaries.

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

Section 1. *Findings and Declarations.* The City Council finds and declares that the final map attached as Exhibit B to this resolution meets all of the requirements of state law including, but limited to, that the modified Council Districts:

A, Are substantially equal in population;

B. Comply with the U.S. Constitution, the California Constitution, and the federal Voting Rights Act;

C. Are geographically contiguous;

D. Minimize the division of local neighborhoods and local communities of interest;

E. Create district boundaries that residents can easily identify and understand;

F. Are compact in size; and

G. Are not adopted to favor or discriminate against a political party.

Section 2. *Environmental.* The City Council finds that the proposed amendments to the *Livermore Municipal Code* are exempt from the requirements of the California Environmental Quality Act pursuant to Title 14 of the California Code of

Regulations, Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

Section 3. *Amendment.* Title 2, Chapter 2.14, *Elections,* of the Livermore Municipal Code is amended as set forth in Exhibit A attached hereto. The deletions are shown using a strikethrough and the added language is shown with an underline, but the stricken language and underlines themselves shall not be codified in the Municipal Code, which publication shall only reflect the final language.

Section 4. *Minor Adjustments*. If necessary to facilitate the implementation of this Ordinance, the City Clerk is authorized to make minor adjustments to the district boundaries that do not substantively affect the populations in the districts, the eligibility of candidates, or the residence of elected officials within any district. The City Clerk shall consult with the City Manager and the City Attorney concerning any technical adjustments deemed necessary and shall advise the City Council of any such adjustments required in the implementation of the districts.

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. *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 7. *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 March 28, 2022, by the following vote:

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

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

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

_____
Mayor, City of Livermore

ATTEST:

Marie Weber
City Clerk

APPROVED AS TO FORM:

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

Exhibit A – Amended and Restated *C*hapter 2.14, *Election*
Exhibit B – District Map

Article III. District Elections

2.14.080 District-Based Elections System.

A. Pursuant to California Government Code Section 34886 and 34871(c), Council members shall be elected on a district-based elections system in four single-member districts. For purposes of this article, the term "district-based elections system" shall mean the election of members of the City Council by the voters of the district alone.

B. Except as provided in subsection C of this section, the Council member elected to represent a district must live in that district and be a registered voter in that district, and any candidate for City Council must live in, and be a registered voter in, the district in which he or she seeks election at the time nomination papers are issued, pursuant to California Government Code Section 34882 and Elections Code Section 10227.

C. A Council member in office at the time this article takes effect shall continue in office until the expiration of the full term to which he or she was elected or appointed and until his or her successor is qualified. If vacancies in Council member offices elected at-large occur before expiration of the full term thereof, such vacancies shall be filled according to law from the City at-large.

D. Upon expiration of the full term of each Council member elected at-large, that Council member's successor shall be elected on a by-district basis in the districts established in LMC 2.14.090 (A) and (B) and as provided in LMC 2.14.100.

2.14.090. Districts.

A Subject to LMC 2.14.100, City Council members shall be elected on a by-district basis from the Council districts depicted on the map attached to the ordinance codified in this article, which is ~~as~~ Exhibit ~~A~~B to that ordinance and incorporated by this reference. To the extent there is a conflict between the map incorporated herein and the descriptions contained in subsection B of this section, the map shall prevail.

B. The Districts are as follows:

1. District 1: ~~All that portion of the city of Livermore lying westerly of the following described line: Beginning at the intersection of E Stanley Boulevard and the westerly boundary of the city of Livermore, and proceeding easterly along E Stanley Boulevard to the Arroyo Macho, and proceeding southeasterly along the Arroyo Macho to Arroyo Road, and proceeding southerly along Arroyo Road to Robertson Park Road, and proceeding easterly along Robertson Park Road to the easterly boundary of the city of Livermore, and proceeding northerly along the boundary of the city of Livermore to S Livermore Avenue, and proceeding northwesterly along S Livermore Avenue to N Livermore Avenue, and proceeding northerly along N Livermore Avenue to Portola Avenue, and proceeding westerly along Portola Avenue to the northern boundary of the city of Livermore.~~ All the portion of the City of Livermore contained within this boundary: Beginning at the intersection of the westerly boundary of the City of Livermore and East Stanley Boulevard; thence proceeding easterly along East Stanley Boulevard to Arroyo Mocho;~~:~~ thence proceeding southeasterly along Arroyo Mocho to Holmes Street; thence proceeding northerly along Holmes Street to 4th Street; thence proceeding northeasterly along 4th Street to South Livermore Avenue; thence proceeding southeasterly along South Livermore Avenue to East Avenue; thence proceeding easterly along East Avenue to Maple Street; thence proceeding northwesterly along Maple Street to 5th Street; thence proceeding northeasterly along 5th Street to Church Street; thence proceeding northwesterly along Church Street to 1st Street; thence proceeding southwesterly along 1st Street to Old 1st Street; thence proceeding northerly along Old 1st Street to Junction Avenue; thence proceeding northwesterly along Junction Avenue to Ladd Avenue; thence proceeding northeasterly along Ladd Avenue to Lee Avenue; thence proceeding northerly along Lee Avenue to Portola Avenue; thence proceeding westerly along Portola Avenue to the northerly boundary of the City of Livermore; thence proceeding westerly along the City of Livermore City Limits boundary line courses in a counterclockwise direction to East Stanley Boulevard and the point of beginning of this description.

2. District 2: ~~All the portion of the city of Livermore lying northerly of the following described line: Beginning at the intersection of Portola Avenue and the northerly boundary of the city of Livermore, and proceeding southerly along Portola Avenue to N Livermore Avenue, and proceeding southerly along N Livermore Avenue to Junction Avenue, and proceeding southeasterly along Junction Avenue to rail line, and proceeding easterly along rail line to First Street, and proceeding northeasterly along First Street to Interstate 580, and proceeding easterly along Interstate 580 to the point directly south of the intersection of Altamont Pass Road and the boundary of the city of Livermore, and proceeding north to the easterly boundary of the city of Livermore.~~ All the portion of the City of Livermore contained within this boundary: Beginning at the intersection of the northerly boundary of the City of Livermore and Portola Avenue; thence proceeding southerly along Portola Avenue to Lee Avenue; thence proceeding southerly along Lee Avenue

to Ladd Avenue; thence proceeding southwesterly along Ladd Avenue to Junction Avenue; thence proceeding southeasterly along Junction Avenue to Old 1st Street; thence proceeding southwesterly along Old First Street to 1st Street; thence proceeding northeasterly along 1st Street to railroad, and proceeding easterly along railroad to fork of railroad nearest Arroyo Las Positas; thence proceeding easterly along southernmost fork of railroad to the easterly boundary of the City of Livermore; thence proceeding along the City of Livermore City Limits boundary line courses in a counterclockwise direction to Portola Avenue and the point of beginning of this description.

District 3: ~~All the portion of the city of Livermore lying easterly of the following described line: Beginning at the intersection of S Livermore Avenue and the easterly boundary of the city of Livermore, and proceeding northwesterly along S Livermore Avenue to **N** Livermore Avenue, and proceeding northerly along N Livermore Avenue to Junction Avenue, and proceeding southeasterly along Junction Avenue to rail line, and proceeding easterly along rail line to First Street, and proceeding northeasterly along First Street to Interstate 580, and proceeding easterly along Interstate 580 to the point directly south of the intersection of Altamont Pass Road and the boundary of the city of Livermore, and proceeding north to the easterly boundary of the city of Livermore.~~ All the portion of the City of Livermore contained within this boundary: Beginning at the intersection of the southerly boundary of the City of Livermore and Robertson Park Road; thence proceeding westerly along Robertson Park Road to Arroyo Road; thence proceeding northerly along Arroyo Road to Arroyo Mocho; thence proceeding westerly along Arroyo Mocho to Holmes Street; thence proceeding northerly along Holmes Street to 4th Street; thence proceeding northeasterly along 4th Street to South Livermore Avenue; thence proceeding southeasterly along South Livermore Avenue to East Avenue; thence proceeding easterly along East Avenue to Maple Street; thence proceeding northwesterly along Maple Street to 5th Street; thence proceeding northeasterly along 5th Street to Church Street; thence proceeding northwesterly along Church Street to 1st Street; thence proceeding northeasterly along 1st Street to railroad; thence proceeding easterly along railroad to fork of railroad nearest Arroyo Las Positas; thence proceeding easterly along southernmost fork of railroad to the easterly boundary of the City of Livermore; thence proceeding along the City of Livermore City Limits boundary line courses in a clockwise direction to Robertson Park Road and the point of beginning of this description.

4. District 4: ~~All the portion of the city of Livermore lying southerly of the following described line: Beginning at the intersection of E Stanley Boulevard and the westerly boundary of the city of Livermore, and proceeding easterly along E Stanley Boulevard to the Arroyo Mocha, and proceeding southeasterly along the Arroyo Macho to Arroyo Road, and proceeding southerly along Arroyo Road to Robertson Park Road, and proceeding easterly along Robertson Park Road to the easterly boundary~~

~~of the city of Livermore.~~ All the portion of the City of Livermore contained within this boundary: Beginning at the intersection of the southerly boundary of the City of Livermore and Robertson Park Road; thence proceeding westerly along Robertson Park Road to Arroyo Road; thence proceeding northerly along Arroyo Road to Arroyo Mocho; thence proceeding westerly along Arroyo Mocho to East Stanley Boulevard; thence proceeding westerly along East Stanley Boulevard to the westerly boundary of the City of Livermore; thence proceeding along the City of Livermore City Limits boundary line courses in a clockwise direction to Robertson Park Road and the point of beginning of this description.

C. The Council districts specified in subsections A and B of this section shall continue in effect until they are amended or repealed in accordance with law.

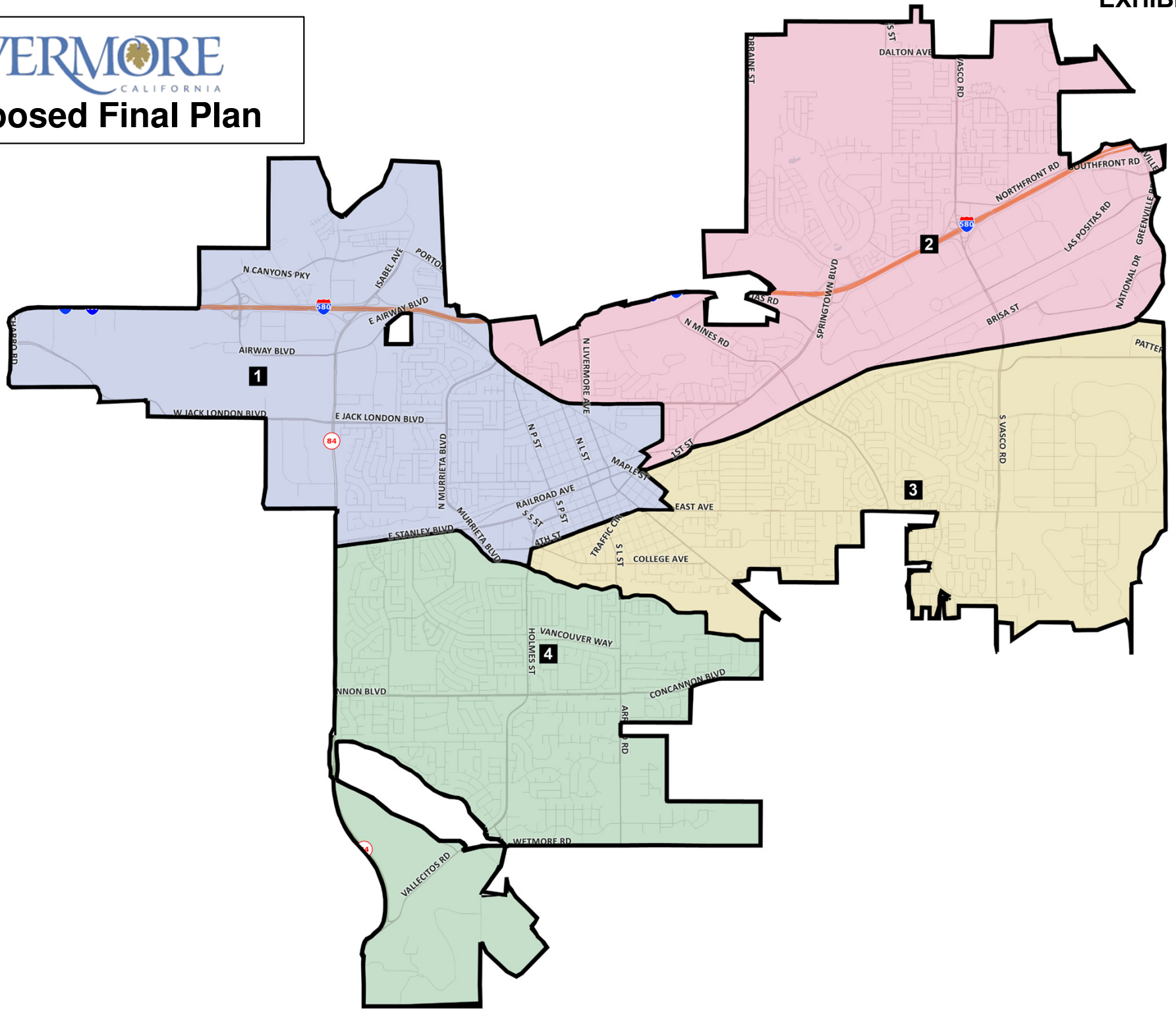
2.14.100. Election Schedule.

Except as otherwise required by California Government Code Section 36512, Council members shall be elected in Council ~~d~~Districts 3 and 4 beginning at the general municipal election in November 2020, and continue every four years thereafter. Council members shall be elected in Council ~~d~~Districts 1 and 2 beginning at the general municipal election in November 2022, and continue every four years thereafter. The election schedule for the mayor is not affected by this section.

EXHIBIT B

LIVERMORE
CALIFORNIA

Proposed Final Plan



LIVERMORE
CALIFORNIA

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

DATE: March 28, 2022

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Hearing to consider the Housing Element Annual Progress Report, which tracks the City's progress towards implementing the Housing Element of the General Plan and meeting its Regional Housing Need Allocation (RHNA), pursuant to Government Code Section 65400

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution accepting the 2021 Housing Element Annual Progress Report.

SUMMARY

The City completed its seventh year of implementing the 2015-2022 Housing Element. The Annual Progress Report (APR) describes the City's progress completing the programs in the Housing Element and meeting its Regional Housing Need Allocation (RHNA). Government Code Section 65400 requires the City to submit the Annual Progress Report to both the State Housing and Community Development Department and the Governor's Office of Planning and Research by April 1, 2022. Government Code Section 65400 also requires that City Council consider the report and allow public comment. If City Council accepts the report, staff will file it with the State prior to the April 1, 2022, deadline.

DISCUSSION

Background

In March 2010, the California Department of Housing and Community Development (HCD) adopted Housing Element regulations that specify for cities and counties how to complete annual reports on Housing Element progress. Since 2010, the State has passed extensive housing legislation due to concerns about the lack of housing production and housing affordability. Included in that legislation are expanded reporting requirements for Annual Progress Reports (APRs). APRs require local jurisdictions to report the following information:

- Annual building permits issued by income level to show progress meeting RHNA targets.

- Progress implementing Housing Element programs to maintain, improve, and develop housing opportunities for all income levels.
- Annual housing development applications submitted.
- Annual housing units receiving a planning entitlement.
- Annual housing units receiving a certificate of occupancy or other form of readiness (such as a final building permit).
- Annual housing units proposed, approved, or constructed pursuant to the streamlining provisions in Senate Bill (SB) 35.
- Housing units constructed in conjunction with a commercial development bonus.
- List of sites rezoned to accommodate RHNA targets.
- List of sites identified as surplus publicly owned land.
- Status of projects that received Local Early Action Planning (LEAP) funding.

In addition to being required by State law, compliance with the filing requirement is a criterion of eligibility for several regional and State grants. For example, the One Bay Area Grant (OBAG) competitive grant program administered by the Alameda County Transportation Commission using regional funds requires on-time filing of the APR (by April 1) for eligibility. In the past, the City has received other grants from HCD for first-time homebuyer assistance (Cal Home), affordable housing development (Local Housing Trust), and other park and public amenity projects predicated on timely submittal of the APR. Filing the APR will sustain the City's eligibility for these grant programs and others in the future.

City Council is required to review and accept the APR before staff files it with the State Housing and Community Development Department and the Governor's Office of Planning and Research by the April 1st deadline. The 2021 APR is attached and includes tables that show all the required information listed above, consistent with State legislation.

Regional Housing Needs Allocation

The RHNA refers to the fair share of regional housing that the City needs to accommodate during the Housing Element planning period. The City is not required to construct housing to meet the RHNA. Rather, Housing Element legislation requires cities to demonstrate the availability of land with zoning appropriate to accommodate future additional residential units. In addition to a residential land inventory, the Housing Element also includes programs to develop, preserve, and improve the housing stock.

The City's RHNA for the current eight-year Housing Element cycle is 2,729 dwelling units, distributed among four income categories (839 very low, 474 low, 496 moderate, and 920 above moderate). Consistent with the RHNA for most Bay Area cities, Livermore's overall housing need is greatest in the very low-income (31 percent of RHNA) and above moderate-income (34 percent of RHNA) categories of the RHNA. Livermore's RHNA also reflects a need for workforce and senior housing in the low- and moderate-income categories, which represent 17 percent and 18 percent of the RHNA, respectively.

Progress Meeting RHNA

Table 1 shows the City's progress meeting RHNA numbers, which is determined through building permits issued by income level. In 2021, the City issued building permits for 129 units. This number is lower than the previous years of this planning cycle, reflecting the impacts of the COVID-19 pandemic and the continued decrease of residentially zoned, easily developable land in Livermore. The City has met its RHNA targets for the above moderate and moderate income categories. Additional housing units built at

these income levels do not count towards RHNA progress, but still help increase the supply of housing in Livermore. The City has not met its targets for the low and extremely/very low income categories.

Table 1. RHNA Progress

Income Category	2015	2016	2017	2018	2019	2020	2021	Total	RHNA 2015-2022	Remaining
Extremely/Very Low	0	0	52	34	42	0	44	172	839	667
Low	2	16	24	10	1	3	0	56	474	418
Moderate	14	395	15	26	38	40	60	588	496	0
Above Moderate	420	15	311	235	260	124	25	1,390	920	0
Total	**436**	**426**	**402**	**305**	**341**	**167**	**129**	**2,206**	**2,729**	**1,085**

Table 2 shows the permits issued by product type. Approximately half of the permits issued in 2021 were for accessory dwelling units (47 percent). Multi-family units and single-family attached units were 34 and 17 percent of the total, respectively. Single-family detached units made up only two percent of the total. These numbers continue the trend towards accessory and attached housing types over detached single-family housing. Construction at higher densities than in the past reflects rising land values, as the supply of developable land in the City declines and demand for housing continues to climb throughout the Bay Area.

Table 2. Permits Issued by Housing Type (2021)

Housing Type	Units	Share of total*
Single-family detached (market-rate)	3	2%
Single-family detached (affordable)	0	0%
Single-family attached (market-rate)	22	17%
Single-family attached (affordable)	0	0%
Multi-family for-sale units (market-rate)	0	0%
Multi-family for-sale units (affordable)	0	0%
Multi-family rental units (market-rate)	0	0%
Multi-family rental units (affordable)	44	34%
Accessory dwelling units (moderate income)	60	47%
Mobile home	0	0%
Total	**129**	**100%**

**rounded to nearest whole number and may not add to 100%*

The City's inclusionary housing ordinance requires new residential projects to include affordable units by contract (i.e., deed-restricted) with the City as follows:

- For-sale units: 15 percent of all for-sale housing units built in the City must be affordable to low and moderate-income households. Of the 15 percent, a minimum of 7.5 percent of the units must be for low-income households.

- Rental units: 15 percent of all rental housing units built in the City must be affordable to very-low and low-income households. Of the 15 percent, a minimum of 7.5 percent of the units must be for very-low-income households.

- 10 percent of for-sale housing units built in the Downtown Specific Plan shall be affordable to low-income include households.

- 20 percent of both for-sale and rental units built in the Isabel Neighborhood Specific Plan shall be affordable.

The affordable housing income limits that define above moderate, moderate, low and very low income are established each year by Council resolution. The adopted 2021 income limits are provided in Attachment 1. Income limits for 2022 will be adopted in summer 2022. Inclusionary units are required to be the same quality as market rate units and evenly distributed throughout each residential project. The City Council can approve alternative means of meeting the inclusionary housing requirements above (e.g., in-lieu fees, donation of land, etc.). The City uses in-lieu fees for the construction of affordable housing, such as the Chestnut Square project.

State Housing Element law allows jurisdictions to use density as a proxy for affordability when demonstrating the availability of residentially zoned land for low income RHNA categories; however, HCD issued guidance starting with the 2017 APR noting that affordability of built units may not rely on density and must be based on actual sales/rental prices. As such, higher density product types no longer qualify as affordable based on density alone. Further, due to high sales and rental costs, all low and very low income units produced in the City require a subsidy. The City does not have sufficient affordable housing funds to subsidize enough units to reach the RHNA goals in these categories.

The starting prices for new townhouse/condo units in Livermore range from mid-$800,000 to mid-$900,000, and the starting prices for new single-family detached houses range from $900,000 to over one million dollars. Despite the high price of the new market-rate housing, which reflects the overall housing market in the Bay Area, townhouse/condo units are typically priced at least $100,000 less than new single family-detached units. Consequently, attached units are more attainable to first-time homebuyers and other households with less ability to afford large down payments. Like the attached townhouse/condo units, accessory dwelling units are more affordable by design. Additionally, rental units offer the only choice for households that cannot afford to buy. These housing types are important for diversifying housing choices in Livermore (Goal 1 of the Housing Element).

The City's 2015-2022 Housing Element identifies sites in the land inventory that accommodate a total of 4,425 units, which exceeds the RHNA of 2,729. Therefore, no additional rezoning is necessary to accommodate RHNA targets for this Housing Element cycle.

Staff anticipates continuing to issue building permits for approximately 300 to 400 units annually over the next several years due to construction of approved projects, including Eden Housing, Pacific Avenue Senior Housing, Church Street Apartments, Lassen Road Townhomes, Garaventa Hills, Vineyard 2.0, and others. Additionally, staff is reviewing development applications for residential projects under the Isabel Neighborhood Specific Plan, which allows for over 4,000 new residential units at build-out.

Progress Implementing Housing Programs

In addition to planning for and entitling housing at a range of densities and affordability levels, the City is implementing a variety of housing programs to address affordability challenges in Livermore. Table D of the Annual Progress Report lists the goals, policies, and programs in the Housing Element and the status towards implementing and completing these programs. The majority of Housing Element

programs outlined in Table D are either completed or ongoing. Below are accomplishments in 2021 that highlight implementation of the City's 2015-2022 Housing Element.

- In May 2021, the City approved entitlements for the Eden Housing project, a 130-unit workforce housing development in Downtown Livermore.

- In November 2020, the City approved entitlements for a 140-unit senior project to be developed by SAHA/Interfaith Housing on Pacific Avenue. The project includes services and amenities for seniors to allow them to live independently and age in place.

- In 2021, MidPen Housing began construction on the City-financed Avance Apartments, which will provide 44-units of affordable, services-enriched housing for persons with developmental disabilities. The City has provided financial support for acquisition and development of the project through a loan from the City's Affordable Housing Trust Fund of up to $8,003,832.

- The City worked with Tri-Valley REACH, a non-profit operator of disabled/special needs housing, to expand a shared home which operates as permanent housing for developmentally disabled adults who are able to live independently, and obtained State funding to rehabilitate and expand supportive shared housing for people with disabilities.

- The City provided grant funds to two nonprofit agencies, Senior Support Program of the Tri-Valley and Community Resources for Independent Living (CRIL), that provide services to support seniors and disabled persons to age in place and to facilitate independent living skills.

- From January-June 2021, the City contracted with Habitat for Humanity East Bay/Silicon Valley to administer the City's owner-occupied housing rehabilitation program, which assists seniors with home accessibility improvements.

- Staff worked with local developers to submit applications and secure funding from the Livermore Housing Authority and released a request for information to solicit project sponsors for future applications to the State of California Homekey program to create housing for people experiencing homelessness. The Livermore Housing Authority also secured 25 HUD Mainstream housing vouchers to assist non-elderly persons with disabilities. The 25 Mainstream vouchers were used to secure housing for homeless individuals exiting the California Roomkey program.

- The City provided fifteen (15) second mortgage loans to low and moderate income first-time homebuyers and three (3) down payment assistance loans through its Affordable Homeownership and Mortgage Assistance Programs.

Housing Element Update

The City's current Housing Element was adopted by City Council in 2015 and covers the period from 2015 to the end of 2022. To comply with State law, the City's Housing Element must be updated to ensure the City's policies and programs can accommodate estimated housing growth needs identified in the Association of Bay Area Government's (ABAG) Regional Housing Needs Allocation (RHNA) for the 2023-2031 planning period. In December 2021, ABAG released the final 6th cycle RHNA for the region. The City of Livermore was assigned a total of 4,570 units, 2,075 of which are lower income units (1,317

very low-income units and 758 low-income units). The City is currently updating the Housing Element to accommodate these new units. City Council will review the draft 2023-2031 Housing Element later in the spring of this year.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no direct fiscal impacts resulting from preparation of the 2021 Housing Element Annual Progress Report. City Council acceptance of the report and staff submittal of the report to the State will retain the City's eligibility for competitive grant funding for transportation projects and other grants that may be available from HCD in 2022.

ATTACHMENTS

1. 2021 Affordable For-Sale Prices and Rental Rates
2. Resolution
3. Exhibit A - 2021 Housing Element Annual Progress Report

Prepared by: Tricia Pontau
Associate Planner

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Tina Olsen
Administrative Services Director

LIVERMORE CALIFORNIA

City of Livermore
Affordable For-Sale Prices and Rental Rates - 2021

For-Sale Housing

No. Bed-rooms	Size House-hold	Very-Low Income (50%)		Low-Income (80%)		Median-Income (100%)		Moderate-Income (120%)	
		Maximum Income	Maximum Purchase Price	Maximum Income	Maximum Purchase Price	Maximum Income	Maximum Purchase Price	Maximum Income	Maximum Purchase Price
Studio	1	$47,950	$131,798	$76,750	$264,441	$87,900	$315,794	$105,500	$396,853
1	2	$54,800	$163,347	$87,700	$314,873	$100,500	$373,825	$120,550	$466,168
2	3	$61,650	$194,896	$98,650	$365,305	$113,050	$431,626	$135,650	$535,714
3	4	$68,500	$226,444	$109,600	$415,736	$125,600	$489,427	$150,700	$605,029
4	5	$74,000	$251,775	$118,400	$456,266	$135,650	$535,714	$162,750	$660,527

Rental Housing

No. Bed-rooms	Size House-hold	Ext. Low-Income (30%)		Very-Low Income (50%)		Lower-Income (60%)		Low-Income (80%)		Median-Income (100%)		Moderate-Income (120%)	
		Maximum Income	Maximum Rent	Maximum Income	Maximum Rent	Maximum Income	Maximum Rent	Maximum Income	Maximum Rent	Maximum Income	Maximum Rent	Maximum Income	Maximum Rent
Studio	1	$28,800	$720	$47,950	$1,199	$57,540	$1,439	$76,750	$1,919	$87,900	$2,198	$105,500	$2,638
1(*)	1.5	$30,850	$771	$51,375	$1,284	$61,650	$1,541	$82,225	$2,056	$94,200	$2,355	$113,025	$2,826
1	2	$32,900	$823	$54,800	$1,370	$65,760	$1,644	$87,700	$2,193	$100,500	$2,513	$120,550	$3,014
2	3	$37,000	$925	$61,650	$1,541	$73,980	$1,850	$98,650	$2,466	$113,050	$2,826	$135,650	$3,391
3	4	$41,100	$1,028	$68,500	$1,713	$82,200	$2,055	$109,600	$2,740	$125,600	$3,140	$150,700	$3,768
4	5	$44,400	$1,110	$74,000	$1,850	$88,800	$2,220	$118,400	$2,960	$135,650	$3,391	$162,750	$4,069

NOTES: These limits are based on income data from the California Department of Housing and Community Development (HCD) for 2021. The 2021 Area Median Income for a 4-person household of $125,600 published by State HCD is derived from the U.S. Department of Housing and Urban Development for Alameda County (Oakland-Fremont Metro Region) for the Section 8 Program. The Affordable Sales Prices are effective for the 2022 Affordable Homeownership Program year and thereafter until updated by City Council. Rental Rates are effective upon the adoption by City Council (below).

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

Sales Prices: assume a 3.75% interest rate, 30-year mortgage, and housing payments (PITI) which do not exceed 30% of the household's monthly income.
The Rental Housing limits effective October 25, 2021 and thereafter until updated by City Council. Rental affordability based on 30% of the household's monthly income and do not include tenant utility allowances. Utility allowances should be deducted from the maximum rents based on the Livermore Housing Authority's utility allowance schedule for the Section 8 Program.

Adopted by Livermore City Council: October 25, 2021

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ACCEPTING THE 2021 HOUSING ELEMENT ANNUAL PROGRESS REPORT

The California Department of Housing and Community Development's ("HCD") Housing Element regulations require cities and counties to complete annual reports on housing element progress.

HCD Annual Progress Reports must include information such as (1) annual building permits issued by income level to show progress meeting Regional Housing Need Allocation ("RHNA") targets; (2) progress implementing Housing Element programs to maintain, improve, and develop housing opportunities for all income levels, (3) annual housing development applications submitted; (4) annual housing units receiving a planning entitlement; (5) annual housing units receiving a certificate of occupancy or other form of readiness; (6) annual housing units proposed, approved, or constructed pursuant to SB 35; (7) housing units constructed in conjunction with a commercial development bonus; (8) list of sites rezoned to accommodate RHNA targets; (9) list of sites identified as surplus publicly owned land; and (10) status of projects that received Local Early Action Planning (LEAP) funding.

In addition to being required by State law, the City must file Annual Progress Reports to maintain eligibility for regional and State grants. Furthermore, on-time filing of these reports ensures eligibility for competitive grant programs, such as the One Bay Area Grant competitive grant program administered by the Alameda County Transportation Commission. In the past, the City has received other grants from HCD for first-time homebuyer assistance such as Cal Home and the Local Housing Trust, as well as other park and public amenity projects predicated on timely submittal of the Annual Progress Report.

At its meeting on March 28, 2022, the 2021 Housing Element Annual Progress Report was presented to the City Council.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Livermore receives and accepts the 2021 Housing Element Annual Progress Report, attached hereto as Exhibit A.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on March 28, 2022, by the following vote:

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

ATTEST:

Marie Weber
City Clerk

APPROVED AS TO FORM:

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

Exhibit A - 2021 Housing Element Annual Progress Report

Jurisdiction	Livermore	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" in

Cells in grey co

Table A

Housing Development App

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordab			
1					2	3	4	5			
Prior APN+	**Current APN**	**Street Address**	**Project Name+**	**Local Jurisdiction Tracking ID+**	**Unit Category** (SFA,SFD,2 to 4,5+,ADU,MH)	**Tenure** R=Renter O=Owner	**Date Application Submitted+ (see instructions)**	**Very Low-Income Deed Restricted**	**Very Low-Income Non Deed Restricted**	**Low-Income Deed Restricted**	**Low-Income Non Deed Restricted**
Summary Row: Start Data Entry Below								14	0	14	0
	098A061000102	3541 East Ave	Abboud Townhomes	SPDR21-001	SFA	O	3/17/2021				
	099 031201100	Catalina Ct	Catalina Ct Apartments	SPDR21-002	5+	R	5/3/2021				
	905 001000600	Triad Dr	Triad Condos	SPDR21-003	5+	O	6/10/2021				
	903 001003000	Portola Ave	Shea Portola Ave - Apartments	SPDR21-005	5+	R	8/5/2021	14		14	
	903 001003000	Portola Ave	Shea Portola Ave - Condos	SPDR21-005	5+	O	8/5/2021				
	903 001400700	Tranquility Cr	Shea Tranquility Circle	SPDR21-006	5+	O	8/10/2021				
	099 047500402	750 Vineyard Ave	Vineyard Main House	SPDR21-009	SFD	O	10/29/2021				
	098A041210608	2930 Pacific Ave	Pacific and Livermore Center Site	SPDR21-010	5+	O	11/18/2021				
	099A143503802	5107 Norma Wy	Vineyard Apartments M	SPDRM21-018	5+	R	6/2/2021				
	097 010200704	2750 Eighth St	O'Keefe Residence	ZC21-026	SFD	O	12/3/2021				

dicates an optional field

ntain auto-calculation formulas

A

plications Submitted

bility by Household Incomes				Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density Bonus Applications		Application Status	Notes
			6	7	8	9	10		11	12
Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Was a Density Bonus requested for this housing development?	Was a Density Bonus approved for this housing development?	Please indicate the status of the application.	Notes+
79	0	552	649	1	0					
		13	13			No	No	N/A	Pending	098A061000200
		6	6			No	No	N/A	Pending	
22		90	112			No	Yes	N/A	Pending	
14		168	210			No	Yes	N/A	Pending	
18		71	89			No	Yes	N/A	Pending	
25		99	124			No	Yes	N/A	Pending	
		1	1			No	No	N/A	Pending	
		92	92			No	No	N/A	Pending	
		11	1			No	No	N/A	Pending	
		1	1	1		No	No	N/A	Approved	

EXHIBIT A

Jurisdiction	Livermore	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A2
Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement									Affordability by Household Incomes - Building				
1					2	3	4							5	6	7				
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted
Summary Row: Start Data Entry Below							130	0	140	0	0	0	121		391	44	0	0	0	0
	097 013600206	218 CHURCH ST	Church Street Apartments	DDR20-014	5+	R							36	9/17/2021	36					
	099 134302200	247 E VALLECITOS RD	Sindell Residence and Boutique Winery	SPDR20-004	SFD	O							1	4/6/2021	1					
	098 028902200	2139 RAILROAD AV	Eden Housing	DDR20-019	5+	R	130							5/25/2021	130					
	099 095000802	PACIFIC AV	Pacific Avenue Senior Housing	SPDR20-005	5+	R			140					11/16/2021	140					
	097 014301905	1258 CONCANNON BL	Senior Assisted Living at the Well	SPDR20-006	5+	R							84	10/5/2021	84					
	099 007604300	2394 FARNSWORTH DR		ADU200018	ADU	R									0					
	097 003400600	482 I ST		ADU200026	ADU	R									0					
	099A290903700	91 CASSADY CT		ADU200029	ADU	R									0					
	098 034904800	1223 PINE ST		ADU200033	ADU	R									0					
	099 068000900	3209 SARATOGA CT		ADU200040	ADU	R									0					
	099 046104900	3046 VERDALA DR		ADU200041	ADU	R									0					
	099 131100200	2471 SHEFFIELD DR		ADU200042	ADU	R									0					
	097 011900400	674 MCLEOD ST		ADU210001	ADU	R									0					
	099B810105800	2555 SPYGLASS HILLS RD		ADU210002	ADU	R									0					
	098 020701300	841 K ST		ADU210003	ADU	R									0					
	099A292201800	1205 MELANIE WY		ADU210004	ADU	R									0					
	098 027001100	175 LEE AV		ADU210005	ADU	R									0					
	099 005100700	3368 GARDELLA PZ		ADU210006	ADU	R									0					
	099A293101800	2771 SILVERADO CT		ADU210007	ADU	R									0					
	099 031903200	285 ANNA MARIA ST		ADU210008	ADU	R									0					
	098 039907700	634 PLACER CT		ADU210009	ADU	R									0					
	099 028301200	1699 SARDONYX RD		ADU210010	ADU	R									0					
	099B811312000	1262 CENTRAL AV		ADU210011	ADU	R									0					
	098 024500602	1844 CHESTNUT ST		ADU210012	ADU	R									0					
	097 015001000	1538 LOMITAS AV		ADU210013	ADU	R									0					
	097 011401300	2463 THIRD ST		ADU210014	ADU	R									0					
	099 031607300	849 MAYVIEW WY		ADU210015	ADU	R									0					
	099 131007000	1972 CARNATION CI		ADU210016	ADU	R									0					
	099 030604100	997 DE CAEN CT		ADU210017	ADU	R									0					
	099 134302200	247 VALLECITOS RD		ADU210019	ADU	R									0					
	099B812003200	6941 HILLSTONE CT		ADU210020	ADU	R									0					
	099A291302500	945 DANA CI		ADU210021	ADU	R									0					

EXHIBIT A

Permits				Affordability by Household Incomes - Certificates of Occupancy											Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions
		8	9	10							11	12	13	14	15	16	17	18	
Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness	How many of the units were Extremely Low Income?*	Was Project APPROVED using GC 65913.4(b)? (SB 35 Streamlining) Y/N	Infill Units? Y/N*	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	
60	25		129	0	0	4	0	0	37	85		126	0	0					
			0									0		N					
	1	9/29/2021	1									0		N					
			0									0		N		LHTF	Other		
			0									0		N		LHTF	Other		
			0									0		N					
1		1/5/2021	1									0		N					ADUs are rented at moderate prices
1		1/21/2021	1						1		6/9/2021	1		N					ADUs are rented at moderate prices
1		5/18/2021	1									0		N					ADUs are rented at moderate prices
1		3/30/2021	1									0		N					ADUs are rented at moderate prices
1		6/25/2021	1									0		N					ADUs are rented at moderate prices
1		2/8/2021	1						1		11/17/2021	1		N					ADUs are rented at moderate prices
1		2/4/2021	1									0		N					ADUs are rented at moderate prices
1		1/8/2021	1						1		1/21/2021	1		N					ADUs are rented at moderate prices
1		1/29/2021	1						1		9/23/2021	1		N					ADUs are rented at moderate prices
1		3/30/2021	1									0		N					ADUs are rented at moderate prices
1		2/17/2021	1						1		10/8/2021	1		N					ADUs are rented at moderate prices
1		3/2/2021	1						1		7/13/2021	1		N					ADUs are rented at moderate prices
1		3/30/2021	1									0		N					ADUs are rented at moderate prices
1		3/17/2021	1						1		6/4/2021	1		N					ADUs are rented at moderate prices
1		3/23/2021	1						1		9/16/2021	1		N					ADUs are rented at moderate prices
1		4/26/2021	1									0		N					ADUs are rented at moderate prices
1		6/4/2021	1									0		N					ADUs are rented at moderate prices
1		4/1/2021	1						1		8/18/2021	1		N					ADUs are rented at moderate prices
1		5/17/2021	1						1		8/17/2021	1		N					ADUs are rented at moderate prices
1		4/28/2021	1									0		N					ADUs are rented at moderate prices
1		6/9/2021	1									0		N					ADUs are rented at moderate prices
1		7/26/2021	1									0		N					ADUs are rented at moderate prices
1		7/28/2021	1									0		N					ADUs are rented at moderate prices
1		8/17/2021	1									0		N					ADUs are rented at moderate prices
1		9/30/2021	1									0		N					ADUs are rented at moderate prices
1		10/5/2021	1									0		N					ADUs are rented at moderate prices
1		6/21/2021	1									0		N					ADUs are rented at moderate prices

EXHIBIT A

Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Density Bonus				Notes
19	20			21	22	23	24	25
Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	**Number of Demolished/Destroyed Units**	**Demolished or Destroyed Units**	**Demolished/Destroyed Units Owner or Renter**	**Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)**	**Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)**	**List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)**	**Did the project receive a reduction or waiver of parking standards? (Y/N)**	**Notes***
	0		0					
				0.0%	2	Development Standards Modification	Yes	Funded through City's affordable housing fund and affordable housing grants
								Funded through City's affordable housing funds

EXHIBIT A

Jurisdiction	Livermore	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

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Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

	099 075100400	2020 PLEASANT VIEW LN		ADU210023	ADU	R									0					
	099 045304300	2356 HAMPTON RD		ADU210024	ADU	R									0					
	098 034908300	1083 LOCUST ST		ADU210025	ADU	R									0					
	099 072514700	2453 BESS AV		ADU210026	ADU	R									0					
	098 023100102	1861 LINDEN ST		ADU210028	ADU	R									0					
	099 019102900	189 RAINIER AV		ADU210029	ADU	R									0					
	098 039201800	606 SALEM CT		ADU210030	ADU	R									0					
	097 005400702	2342 SEVENTH ST		ADU210031	ADU	R									0					
	099 133613200	573 SHERIDAN CI		ADU210033	ADU	R									0					
	097 009602600	1002 PEPPERTREE PL		ADU210034	ADU	R									0					
	097 004700600	567 L ST		ADU210035	ADU	R									0					
	097 005801400	2030 COLLEGE AV		ADU210036	ADU	R									0					
	098 023701000	494 M ST		ADU210037	ADU	R									0					
	097 008104503	292 R ST		ADU210038	ADU	R									0					
	097 014806600	1860 STERLING PL		ADU210039	ADU	R									0					
	099 110203100	4240 GUILFORD AV		ADU210041	ADU	R									0					
	097 014607000	1261 BORDEAUX ST		ADU210042	ADU	R									0					
	098A042801301	3844 STANFORD WY		ADU210043	ADU	R									0					
	098 026900900	277 CLARKE AV		ADU210045	ADU	R									0					
	097 014205900	1162 INNSBRUCK ST		ADU210047	ADU	R									0					
	098 035004700	343 BERNAL AV		ADU210049	ADU	R									0					
	099 002901500	1321 BLUEBELL DR		ADU210050	ADU	R									0					
	099 028205300	1608 KLONDIKE RD		ADU210051	ADU	R									0					
	099A143504000	1475 LILLIAN ST		ADU210052	ADU	R									0					
	097 009702200	2233 CHATEAU WY		ADU210053	ADU	R									0					
	097 007500200	1731 SIXTH ST		ADU210055	ADU	R									0					
	098 038908500	1018 BANNOCK ST		ADU210056	ADU	R									0					
	099 045603400	2781 TAHOE DR		ADU210060	ADU	R									0					
	097 007100800	961 ACACIA WY		D190766	ADU	R									0					
	097 013910200	1451 NAPLES WY		D200800	ADU	R									0					
	097 011500702	476 MCLEOD ST		D200841	ADU	R									0					
	098 023200214	522 O ST		D210014	ADU	R									0					
	097 002600502	1626 FOURTH ST		D191587	ADU	R									0					
	097 002600502	1626 FOURTH ST		D191587	SFD	R									0					
	097 014807500	1745 STERLING CT		D190972	SFD	O									0					
	902 001402700	4210 FIRST ST	Avance	D191802	5+	R									0	8				
	902 001402700	4220 FIRST ST	Avance	D191803	5+	R									0	7				
	902 001402700	4230 FIRST ST	Avance	D191804	5+	R									0	5				
	902 001402700	4250 FIRST ST	Avance	D191805	5+	R									0	8				
	902 001402700	4270 FIRST ST	Avance	D191806	5+	R									0	8				
	902 001402700	4280 FIRST ST	Avance	D191807	5+	R									0	8				
	098 024900400	1742 PEDROZZI CM		D210058	SFA	O									0					
	098 024900400	1719 PEDROZZI CM		D210076	SFA	O									0					
	098 024900400	231 N ST		D210086	SFA	O									0					

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1		6/15/2021	1									0		N				ADUs are rented at moderate prices
1		12/13/2021	1									0		N				ADUs are rented at moderate prices
1		6/14/2021	1									0		N				ADUs are rented at moderate prices
1		7/21/2021	1									0		N				ADUs are rented at moderate prices
1		7/30/2021	1						1		11/18/2021	1		N				ADUs are rented at moderate prices
1		9/20/2021	1									0		N				ADUs are rented at moderate prices
1		7/22/2021	1									0		N				ADUs are rented at moderate prices
1		9/15/2021	1						1		10/4/2021	1		N				ADUs are rented at moderate prices
1		9/9/2021	1									0		N				ADUs are rented at moderate prices
1		8/5/2021	1						1		8/5/2021	1		N				ADUs are rented at moderate prices
1		8/5/2021	1						1		11/22/2021	1		N				ADUs are rented at moderate prices
1		10/19/2021	1									0		N				ADUs are rented at moderate prices
1		9/27/2021	1									0		N				ADUs are rented at moderate prices
1		10/14/2021	1									0		N				ADUs are rented at moderate prices
1		9/29/2021	1									0		N				ADUs are rented at moderate prices
1		10/7/2021	1									0		N				ADUs are rented at moderate prices
1		10/28/2021	1									0		N				ADUs are rented at moderate prices
1		10/11/2021	1									0		N				ADUs are rented at moderate prices
1		10/20/2021	1									0		N				ADUs are rented at moderate prices
1		10/25/2021	1									0		N				ADUs are rented at moderate prices
1		11/5/2021	1									0		N				ADUs are rented at moderate prices
1		12/17/2021	1									0		N				ADUs are rented at moderate prices
1		12/8/2021	1									0		N				ADUs are rented at moderate prices
1		11/3/2021	1									0		N				ADUs are rented at moderate prices
1		11/3/2021	1									0		N				ADUs are rented at moderate prices
1		11/29/2021	1									0		N				ADUs are rented at moderate prices
1		11/8/2021	1						1		11/17/2021	1		N				ADUs are rented at moderate prices
1		12/27/2021	1									0		N				ADUs are rented at moderate prices
1		6/1/2021	1									0		N				ADUs are rented at moderate prices
1		11/16/2021	1									0		N				ADUs are rented at moderate prices
1		1/19/2021	1						1		11/16/2021	1		N				ADUs are rented at moderate prices
1		1/26/2021	1									0		N				ADUs are rented at moderate prices
1		9/9/2021	1									0		N				ADUs are rented at moderate prices
	1	9/9/2021	1									0		N				
	1	2/18/2021	1									0		N				
		2/25/2021	8									0		N		LHTF	Other	
		2/25/2021	7									0		N		LHTF	Other	
		2/25/2021	5									0		N		LHTF	Other	
		2/25/2021	8									0		N		LHTF	Other	
		2/25/2021	8									0		N		LHTF	Other	
		2/25/2021	8									0		N		LHTF	Other	
	6	2/9/2021	6									0		N				
	6	2/10/2021	6							6	11/29/2021	6		N				
	6	3/23/2021	6									0		N				

EXHIBIT A

								Funded through City's affordable housing fund
								Funded through City's affordable housing fund
								Funded through City's affordable housing fund
								Funded through City's affordable housing fund
								Funded through City's affordable housing fund
								Funded through City's affordable housing fund

EXHIBIT A

Jurisdiction	Livermore	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

	098 024900400	1681 CHESTNUT CM		D210087	SFA	O									0				
	098 024900400	1685 CHESTNUT CM		D210088	SFA	O									0				
	099 005100301	3366 GARDELLA PZ		ADU200001	ADU	R									0				
	097 006300300	2580 EIGHTH ST		ADU200002	ADU	R									0				
	098 026401100	3075 CALLAGHAN ST		ADU200004	ADU	R									0				
	098 022200300	643 L ST		ADU200007	ADU	R									0				
	099 133000300	1965 RHODODENDRON CT		ADU200017	ADU	R									0				
	099A150606100	5824 WELCH LN		ADU200021	ADU	R									0				
	099 075102000	1604 ARROYO RD		ADU200023	ADU	R									0				
	099 130508300	2187 ROAN CT		ADU200025	ADU	R									0				
	099 030900100	1045 MADRONE WY		ADU200030	ADU	R									0				
	098 040200900	592 COLUSA WY		ADU200031	ADU	R									0				
	099A290104600	5486 BIANCA WY		ADU200034	ADU	R									0				
	098 039507800	1504 MENDOCINO RD		ADU200035	ADU	R									0				
	097 007100400	2587 PALM AV		ADU200043	ADU	R									0				
	099 005600901	202 PLUM TREE ST		D181106	5+	O									0				
	099 005101202	3596 FIRST ST		D190031	ADU	R									0				
	099B520911000	2019 DEL MONTE ST		D190179	ADU	R									0				
	099 045802400	2571 WALKER PL		D190696	ADU	R									0				
	099 032003400	327 JILLANA AV		D190761	ADU	R									0				
	099 005600901	232 PLUM TREE ST		D190784	5+	O									0				
	097 014908400	1909 COLLEGE AV		D191753	ADU	R									0				
	097 007400500	643 M ST		D191772	ADU	R									0				
	099 133701900	4530 COUNTRY LN		D191877	ADU	R									0				
	097 010700200	447 MCLEOD ST		D191884	ADU	R									0				
	903 001502200	609 SANDALWOOD DR		D191914	SFA	O									0				
	903 001400900	649 SANDALWOOD DR		D191915	SFA	O									0				
	903 001502300	617 SANDALWOOD DR		D191918	SFA	O									0				
	903 001502400	625 SANDALWOOD DR		D191919	SFA	O									0				
	903 001400900	633 SANDALWOOD DR		D191920	SFA	O									0				
	903 001400900	641 SANDALWOOD DR		D191922	SFA	O									0				
	099 139000700	242 PLUM TREE ST		D200074	5+	O									0				
	099 139000500	149 APRICOT ST		D200113	2 to 4	O									0				
	099 139000600	116 APRICOT ST		D200115	5+	O									0				
	099 139000600	215 PLUM TREE ST		D200117	5+	O									0				
	099 139000700	252 PLUM TREE ST		D200118	5+	O									0				
	098 026401100	3075 CALLAGHAN ST		D200190	SFD	O									0				
	098 024900400	1714 PEDROZZI CM		D200248	SFA	O									0				
	098 024900400	1727 CHESTNUT ST		D200494	SFA	O									0				
	098 024900400	1754 PEDROZZI CM		D200501	SFA	O									0				
	098 024900400	245 N ST		D200502	SFA	O									0				
	098 024900400	1702 PEDROZZI CM		D200769	SFA	O									0				

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	2	3/23/2021	2									0		N				
	2	3/23/2021	2									0		N				
			0						1		8/10/2021	1		N				ADUs are rented at moderate prices
			0						1		3/2/2021	1		N				ADUs are rented at moderate prices
			0						1		7/7/2021	1		N				ADUs are rented at moderate prices
			0						1		3/1/2021	1		N				ADUs are rented at moderate prices
			0						1		10/18/2021	1		N				ADUs are rented at moderate prices
			0						1		10/5/2021	1		N				ADUs are rented at moderate prices
			0						1		3/2/2021	1		N				ADUs are rented at moderate prices
			0						1		7/19/2021	1		N				ADUs are rented at moderate prices
			0						1		9/30/2021	1		N				ADUs are rented at moderate prices
			0						1		5/4/2021	1		N				ADUs are rented at moderate prices
			0						1		2/17/2021	1		N				ADUs are rented at moderate prices
			0						1		8/31/2021	1		N				ADUs are rented at moderate prices
			0						1		1/7/2021	1		N				ADUs are rented at moderate prices
			0			1				4	10/15/2021	5		N			INC	
			0						1		10/15/2021	1		N				ADUs are rented at moderate prices
			0						1		3/30/2021	1		N				ADUs are rented at moderate prices
			0						1		10/28/2021	1		N				ADUs are rented at moderate prices
			0						1		5/26/2021	1		N				ADUs are rented at moderate prices
			0							5	3/22/2021	5		N				
			0						1		2/17/2021	1		N				ADUs are rented at moderate prices
			0						1		1/4/2021	1		N				ADUs are rented at moderate prices
			0						1		2/19/2021	1		N				ADUs are rented at moderate prices
			0						1		6/29/2021	1		N				ADUs are rented at moderate prices
			0							4	8/17/2021	4		N				
			0							4	2/17/2021	4		N				
			0							4	7/22/2021	4		N				
			0							4	6/28/2021	4		N				
			0							4	5/18/2021	4		N				
			0							4	3/26/2021	4		N				
			0			1				4	5/7/2021	5		N			INC	
			0							4	10/20/2021	4		N				
			0			1				5	9/22/2021	6		N			INC	
			0			1				5	8/19/2021	6		N			INC	
			0							5	6/18/2021	5		N				
			0							1	7/7/2021	1		N				
			0							4	12/16/2021	4		N				
			0							4	4/16/2021	4		N				
			0							4	4/28/2021	4		N				
			0							4	6/17/2021	4		N				
			0							6	9/28/2021	6		N				

Jurisdiction	Livermore	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

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This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.

Please contact HCD if your data is different than the material supplied here

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

Income Level		1	2									3	4
		RHNA Allocation by Income Level	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	839	-	-	52	34	42	-	44	-	-	172	667
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-		
Low	Deed Restricted	474	2	4	24	10	1	3	-	-	-	56	418
	Non-Deed Restricted		-	12	-	-	-	-	-	-	-		
Moderate	Deed Restricted	496	-	-	-	8	2	-	-	-	-	588	-
	Non-Deed Restricted		14	395	15	18	36	40	60	-	-		
Above Moderate		920	420	15	311	235	260	124	25	-	-	1,390	-
Total RHNA		2,729											
Total Units			436	426	402	305	341	167	129	-	-	2,206	1,085

Note: units serving extremely low-income households are included in the very low-income permitted units totals and must be reported as very low-income units.

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only included units that were permitted during the portion of the year that was in the 6th cycle.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

EXHIBIT A

Jurisdiction	Livermore	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

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Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table C

Sites Identified or Rezoned to Accommodate Shortfall Housing Need and No Net-Loss Law

Project Identifier				Date of Rezone	RHNA Shortfall by Household Income Category				Rezone Type	Sites Description							
1				2	3				4	5	6	7	8		9	10	11
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Date of Rezone	Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income	Rezone Type	Parcel Size (Acres)	General Plan Designation	Zoning	Minimum Density Allowed	Maximum Density Allowed	Realistic Capacity	Vacant/Nonvacant	Description of Existing Uses
Summary Row: Start Data Entry Below																	

ANNUAL ELEMENT PROGRESS REPORT
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(CCR Title 25 §6202)

Jurisdiction	Livermore	
Reporting Year	2021	(Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
Program 1.1.1: Land Inventory	Develop a land inventory that provides sufficient sites to meet the Regional Housing Needs Allocation (RHNA) of 2,729 units (839 very-low, 474 low, 496 moderate-income, and 920 above moderate).	Completed for the 2015-2022 Cycle	Complete. In March 2015, the City adopted an updated Housing Element for the 2015-2023 cycle that included a Land Inventory with sufficient sites to meet the RHNA. HCD certified the Housing Element on April 20, 2015. The City is currently updating its Housing Element for the 2023-2031 cycle.
Program 1.1.1: Land Inventory	In the event that a site included in the City's land inventory is developed commercially or with other non-residential uses, identify an additional site with the same or more capacity as the previous site.	Ongoing	Ongoing. No sites listed in the Land Inventory were redesignated to a non-residential use in 2021.
Program 1.1.1: Land Inventory	Should a proposed density reduction decrease the number of units below the City's RHNA for the Housing Element period, identify additional sites/units to ensure the RHNA can still be met.	Ongoing	Ongoing. The City did not process any projects in 2021 that would decrease the number of units below the City's RHNA.
Program 1.1.1: Land Inventory	Maintain a file in the Planning Division of vacant residential acreage to assist developers in identifying land suitable for single-family and multi-family residential development.	Ongoing	Ongoing. The Land Inventory is available to prospective home builders.
Program 1.1.1: Land Inventory	Maintain maps indicating current zoning as well as public facilities and services to these sites.	Ongoing	Ongoing. The zoning map is available on the City's website. The City's GIS system provides updated general plan and zoning information, and map layers of the location of public facilities and services available to residential sites. The City made some of the GIS layers publically accessible in 2017.
Program 1.1.1: Land Inventory	Monitor on an annual basis the development of underutilized or vacant residential sites identified to meet the RHNA.	Annually	Completed as part of the Annual Progress Report.
Program 1.1.1: Land Inventory	Following future amendments to the General Plan's Safety Element, ensure consistency with the Housing Element, including the land inventory.	As needed	The Safety Element was updated in 2018 to include a new goal, objectives and policies relating to and supporting the Tri-Valley Hazard Mitigation Plan. The goal, objectives and policies address natural hazard mitigation and protecting people, property and the environmental from natural hazards. In 2021, the City kicked off a comprehensive General Plan update that will include updates to the Safety and Housing Elements.
Program 1.2.1: Implementation of the General Plan, Downtown Specific Plan, and Development Code	Continue to update and amend the General Plan as needed and appropriate to provide a range of housing types, densities, and affordability levels.	As projects are proposed; reviewed annually	Ongoing. In 2021, the City kicked off a comprehensive General Plan Update that will update policies and programs to streamline and facilitate housing development for a variety of housing types, densities, and income levels. The General Plan update will also study land use alternatives that could identify areas of the city that are appropriate to redesignate for housing.
Program 1.2.1: Implementation of the General Plan, Downtown Specific Plan, and Development Code	Continue to update and amend the Downtown Specific Plan as needed and appropriate to facilitate downtown revitalization, the provision of affordable housing, and mixed-use development.	As projects are proposed; reviewed annually	Ongoing. In 2018 the City continued its downtown redevelopment efforts by approving a conceptual plan with a variety of amenities, including 130 units of affordable workforce housing. Downtown Specific Plan amendments to facilitate the redevelopment plan were adopted City Council in 2020. The City Council approved the entitlements for the affordable workforce housing in 2021.
Program 1.2.1: Implementation of the General Plan, Downtown Specific Plan, and Development Code	Analyze potential Development Code updates that would expand opportunities for attached housing (e.g., small apartment complexes) and smaller unit types (e.g., studios and cottages).	Ongoing	An update to the Density Bonus section of the Code was approved in 2019. Additionally, staff is implementing the new State Accessory Dwelling Unit standards. In 2021, the City began a comprehensive General Plan update, which will consider additional policies for expand opportunities for these housing types.

Program 1.2.1: Implementation of the General Plan, Downtown Specific Plan, and Development Code	Evaluate specific barriers to residential development of small properties	Ongoing	In 2021, the City began a comprehensive General Plan update, which will explore options to remove barriers to the developiment of small properties.
Program 1.2.2: Isabel BART Station Specific Plan	Develop a Specific Plan for the area surrounding the future Isabel BART Station, and revise the General Plan and Zoning designations accordingly to allow for residential transit-oriented development.	By 2017	Complete. City Council adopted the Isabel Neighborhood Specific Plan in 2020. Staff began reviewing entitlements for INSP projects in 2021.
Program 1.2.3: Mobile and Manufactured Homes	Continue to allow mobile and manufactured homes that meet State and City codes, as well as the City's design review requirements, in all residential districts.	Ongoing	Ongoing. The City issued permits for several manufactured Accessory Dwelling Units in 2021.
Program 1.2.4: Secondary Dwelling Units	Continue to encourage the development of secondary dwelling units by exempting them from certain development impact fees.	Ongoing	Ongoing. The City waives certain development fees for ADUs consistent with State ADU law. The City issued permits for 60 ADUs in 2021.
Program 1.2.5: Reduce Governmental Constraints	The City of Livermore facilitates and encourages the development of a variety of housing in the community. The City will monitor its development fees to ensure they are reasonable and do not unduly constrain development, while protecting the quality, health, and public safety of the community.	Ongoing; as changes are made to development fees. Make changes as needed.	Ongoing. As part of the Housing Element update completed in 2015, the City determined that its development impact fees are comparable to nearby jurisdictions with similar markets and are not constraining housing production. The City continues to use various practices to offset potential negative effects of development impact fees on housing development and cost. The City updated its development fees in 2021 to reflect cost of living changes, in accordance with local ordinance.
Program 1.3.1: Licensed Community Residential Care Facilities	Consistent with State law, continue to allow licensed community residential care facilities serving 6 or fewer persons in all residential districts as a means of providing housing for these special needs groups.	Ongoing	Ongoing. The Livermore Development Code continues to allow licensed community residential care facilities in the residential zoning districts.
Program 1.3.2: Universal Design	Continue to include universal design features as project specific criteria to achieve a higher project-specific rating during competitive years of the Housing Implementation Program (HIP).	2014-2016 and 2017-2019 HIP Cycles	The City has discontinued the HIP program. Accomodation of housing units will instead be based on the City's capacity to provide infrastructure and services for new housing. The City will continue to allow and encourage universal design in housing projects.
Program 1.3.2: Universal Design	Update the City's residential design guidelines and standards to encourage "visitability" and universal design features in new homes.	By 2020	Incomplete. The City intends to update the residential design guidelines and standards following the comprehensive General Plan update.
Program 1.3.2: Universal Design	Expand consumer awareness by providing information on universal design features at the City's Permit Center and develop resource information for the City's Permit Center website.	By 2018	Ongoing. The City has not yet developed Livermore-specific resources on universal design features, but provides information and guidance upon request at the Permit Center.
Program 1.3.3: Development of Housing for Persons with Disabilities	Continue to provide monetary subsidies to market-rate developers and non-profits to encourage the development of new housing for persons with disabilities, including developmental disabilities, and for the improvement of existing housing. Seek state and federal funding to increase resources available for this program.	Ongoing, as the City identifies projects.	In 2021, MidPen Housing continued construction on the City-financed Avance Apartments, which will provide 44-units of affordable, services-enriched housing for persons with developmental disabilities. The City has provided financial support for acquisition and development of the project through a loan from the City's Affordable Housing Trust Fund of up to $8,003,832. In February 2021, the project closed all necessary financing to begin construction. The City also worked with Tri-Valley REACH, a non-profit operator of disabled/special needs housing, to expand a shared home which operates as permanent housing for developmentally disabled adults who are able to live independently, and obtained State funding to rehabiliate and expand supportive shared housing for people with disabilities. In 2021, eight new HUD Section 811 units in the Chestnut Square Family apartments project were leased up to persons with disabilities.

Program 1.3.3: Development of Housing for Persons with Disabilities	Consider regulatory incentives for projects targeted for persons with disabilities, including persons with developmental disabilities.	Annually, or as projects are proposed	Ongoing. The Development Code update process may include an analysis of potential regulatory incentives. The City provides some specific fee reductions for developers of affordable housing, including those targeting persons with disabilities. In addition, recent State law has taken the lead in considering regulatory incentives for housing for persons with physical or mental disabilities. Notably, AB 2162 require local entities to streamline the approval of housing projects containing a minimum amount of Supportive Housing by providing a ministerial approval process, removing the requirement for CEQA analysis and removing the requirement for Conditional Use Authorization or other similar discretionary entitlements granted by the Planning Commission.
Program 1.3.3: Development of Housing for Persons with Disabilities	Support "aging in place" through community design, partnering with organizations that provide support services, and encouraging accessibility improvements to rental housing.	Annual renewal of Housing & Human Services Grant funding agreements and as projects are proposed	Ongoing. The City has provided grant funds to a several nonprofit agencies that provide senior support and disabled services to individuals: Senior Support Program of the Tri-Valley and Community Resources for Independent Living (CRIL) encourage seniors' and disabled persons to age in place and to facilitate independent living skills. From January-June 2021, the City contracted with Habitat for Humanity East Bay/Silicon Valley to administer the City's owner-occupied housing rehabilitation program, which assists seniors with home accessibility improvements. In 2021, the City approved development entitlements for a 140 unit senior project to be developed on Pacific Avenue (Pacific Avenue Senior Apartments), which includes services and amenities for seniors to allow them to live independently and age in place.
Program 2.1.1: Housing Implementation Program (HIP)	Ensure that future HIP programs address the need to provide very low- and low-income housing units (according to the City's RHNA) by establishing sufficient allocations for development of sites identified in the land inventory.	Ongoing	The 2017-2019 HIP included sufficient allocations for development sites identified in the Land Inventory, including 1,566 in the Downtown area. Additionally, the 2017-2019 HIP was the last HIP cycle for the forseeable future. Accomodation of housing units will instead be based on the City's capacity to provide infrastructure and services for new housing. The City will continue to encourage and accomodate very low- and low-income housing.
Program 2.1.1: Housing Implementation Program (HIP)	Re-evaluate and continue HIP exemptions as needed to facilitate housing construction, redevelopment, and large scale catalyst projects in the Downtown area.	Ongoing	The 2017-19 HIP did not put further limitations on growth in the Downtown area. Additionally, the 2017-2019 HIP was the last HIP cycle for the forseeable future. Accomodation of housing units will instead be based on the City's capacity to provide infrastructure and services for new housing. Several projects are underway to redevelop downtown catalyst sites with housing.
Program 2.1.1: Housing Implementation Program (HIP)	Continue to allow exemptions from the HIP in conjunction with the TDC Program to encourage infill development.	Ongoing	The City has discontinued the HIP program. Accomodation of housing units will instead be based on the City's capacity to provide infrastructure and services for new housing. The City will continue to encourage infill development.
Program 2.1.1: Housing Implementation Program (HIP)	Continue to use emphasized categories during competitive years as a mechanism to encourage infill development, mixed-use (commercial/residential) projects, and lot consolidation for larger projects.	Ongoing	The City has discontinued the HIP program. Accomodation of housing units will instead be based on the City's capacity to provide infrastructure and services for new housing. The City will continue to encourage infill development, mixed-use projects, and lot consolitation for larger projects.
Program 2.1.1: Housing Implementation Program (HIP)	Provide information on the HIP on the Community and Economic Development website and conduct outreach to local developers. Conduct 2-3 developer workshops during the 2015-2022 period. Conduct outreach at the yearly Real Estate Roundup.	Ongoing	Ongoing. The City has discontinued the HIP program. City planning staff is still available to meet and answer questions one-on-one with potential applicants. The City also conducts notification and outreach to local developers.
Program 2.1.2: Monitor Infrastructure Needs	Continue to analyze infrastructure needs and capacity to guide HIP allocations in a manner that balances residential growth with the provision of adequate infrastructure and services.	Every three years, as part of HIP process	The City prepares a "Community Services and Infrastructure Report" (CSIR) every three years in order to ensure the growth rate does not exceed the City's capability to provide services and infrastructure. Previously, this CSIR served as the basis for establishing HIP allocations. The City adopted a new CSIR in 2020, but has disconinued the HIP program.
Program 2.1.2: Monitor Infrastructure Needs	Review infrastructure needs to support intensified development on infill sites within City limits and in the Downtown area; program improvements and upgrades into the City's Capital Improvement Program (CIP).	Annually, as part of CIP updates	The City annually reviews and amends its CIP as needed to accommodate upgrades to support intensified development. The 2019-2021 CIP included funding for Downtown Revitalization Projects such as land acquisition, design and construction of two new parks, new parking garages, and street improvements.

Program 2.1.2: Monitor Infrastructure Needs	Work with the City's water and sewer provider in order to ensure the availability and adequate capacity of water and wastewater systems to accommodate the housing needs during the planning period.	Ongoing; as projects are proposed	The City evaluates the capacity for water and wastewater systems to accommodate housing needs as part of the Community Services and Infrastructure Report. The City's 2019-2021 CIP included improvements/upgrades to the sewer system. The City is currently updating its Water Master Plan to evaluate long-term water supply and infrastructure needs. The City continues to work with Cal Water Company during the review of projects within their service area.
Program 2.1.2: Monitor Infrastructure Needs	Prioritize proposed developments that include housing affordable to lower-income households.	As needed	Ongoing. In 2021, the City approved entitlements for a 130-unit workforce housing development in the downtown and a 140-unit low income senior housing development on the Civic Center site. It also made progress on closing the final funding gap for a 24-unit low-income housing development so that construction can commence in 2022. There is sufficient capacity of public infrastructure and services to accommodate demands resulting from the projects.
Program 2.1.2: Monitor Infrastructure Needs	Provide a copy of the Housing Element and any future amendments to the utility providers immediately after adoption.	After adoption of the Housing Element and as needed	Complete for the 2015-2022 Housing Element update.
Program 2.1.3: Support Mixed-Use and Transit-Oriented Development	Promote lot consolidation to increase opportunities for mixed-use development.	Ongoing	Ongoing. Following the dissolution of redevelopment agencies, the City continues to explore funding sources to assist with lot consolidation and increase opportunities for mixed use development in Priority Development Areas (PDA).
Program 2.1.3: Support Mixed-Use and Transit-Oriented Development	Continue to require minimum residential densities in areas designated for transit-oriented, mixed-use development to ensure higher density in these areas.	Underway	Ongoing. There are minimum residential densities in the Downtown area to support higher density housing in this mixed use, transit-oriented neighborhood. The City also adopted a Specific Plan for the Isabel Neighborhood, a Priority Development Area (PDA), to guide development around the proposed Valley Link station. The Plan calls for a mix of higher density housing types to take advantage of regional transit access and support Housing Element goals. In addition, the City's Development Code includes form-based zoning for two mixed-use sites that requires a minimum percentage of residential development.
Program 2.1.3: Support Mixed-Use and Transit-Oriented Development	Continue to use existing density incentives and develop additional incentives to promote mixed-use and more intense residential development near transit. Identify additional areas served by transit where density incentives should be encouraged.	Ongoing	Ongoing. For example, the Chestnut Square project, which is currently under construction, used the City's Density Bonus provision to provide affordable rental units (see Program 3.2.1 for more detail). The City continues to explore opportunities for promoting high density residential development. The City adopted the Isabel Neighborhood Specific Plan, which established a goal for 25 percent of the approximately 4,095 new housing units to be offered at affordable prices/rents, with a project-level minimum of 20 percent. Projects within the Isabel area may also use the City's Density Bonus. The Plan provides flexible development standards and parking requirements, allows for master planning across adjacent blocks, and facilitates environmental streamlining, as incentives to encourage mixed-use, transit-oriented development. The City will also consider density incentives for other existing and future Priority Development Areas.
Program 3.1.1: Inclusionary Housing Ordinance	Continue to implement the inclusionary housing ordinance.	Ongoing; review every 5 years for adjustment to market conditions or as needed/required	Ongoing. Approved projects have been providing below market rate units on-site and/or paying in-lieu fees to comply with the policy. It continues to be a major tool in promoting affordable housing production in the city. In 2021, a total of six (6) inclusionary units were built and sold to low and moderate income households as part of the Auburn Grove project.
Program 3.1.1: Inclusionary Housing Ordinance	Continue to require developers to identify the location of inclusionary units.	Ongoing	Ongoing, as part of the entitlement process for development projects.
Program 3.1.1: Inclusionary Housing Ordinance	Update feasibility analysis of inclusionary housing ordinance to reflect current market conditions. As part of feasibility study, the City will evaluate the must-build component of the inclusionary Housing Ordinance to allow developers to choose one of the alternative means of compliance without discretionary review by the City Council.	Complete; review every 5 years for adjustment to market conditions or as needed/require	Complete. The 2013 Residential Nexus Analysis and 2013 Financial Feasibility Analysis demonstrated the direct impact of homebuilding on the need for additional affordable housing and the inclusionary housing must-build requirement for ownership housing was reinstated in 2015. Concurrently, the In-Lieu fee was adjusted to a square foot assessment basis per the Market Feasibility Study. The updated fee became effective January 1, 2015. In 2021, the City also updated its inclusionary housing ordinance to incorprate requirements for rental projects and developments in the Isabel Neighborhood Specific Plan Area.
Program 3.1.2: Density Bonuses and Incentives	Continue to ensure new residential projects are consistent with current State Density Bonus regulations.	Ongoing.	Ongoing. The City updated Chapter 6.02.030 of the Livermore Development Code to be consistent with State Density Bonus regulations in 2019. The City reviews requests for Density Bonuses during the development review process.

Program 3.1.2: Density Bonuses and Incentives	Continue to encourage the use of both the State Density Bonus Program and the City's density incentives for senior and very-low income housing.	Ongoing	Ongoing. The affordable Pacific Avenue Senior Apartments and Downtown Livermore Apartment projects used incentives from the Density Bonus Program to provide affordable rental units.
Program 3.2.1: Affordable Housing Fund	Continue to use the Affordable Housing Fund to provide affordable housing opportunities for lower income households.	Ongoing	Ongoing. The City has been able to utilize its Affordable Housing Fund (which includes Housing Impact Fees and Inclusionary "In-Lieu" Fees) to secure key sites for future new affordable units and support development of affordable housing. In 2021, the City entered into a Disposition, Development and Loan Agreement with Satellite Affordable Housing Associates (SAHA) and their development partner, Interfaith Housing (IFH), in which the City committed to providing a development loan for the Pacific Avenue Senior Apartment project. The City has also committed funds for the Housing Consortium of the East Bay to construct a site that will provide up to 24 units of supportive housing and approximately 10,000 s.f. of commercial space for a resource center serving persons who are homeless and a commercial food kitchen that will benefit food insecure people in Livermore. The City also provided an acquisition and development loan to MidPen Housing for an affordable housing project, Avance, which continued construction in 2021. The City also secured $3 million in County funds to develop 28 tiny homes for homeless individuals at CrossWinds Church. Nineteen of the 28 residents are Livermore residents, and provided Tri-Valley REACH with a loan to finance the expansion of a shared home which operates as permanent housing for developmentally disabled adults.
Program 3.2.1: Affordable Housing Fund	Continue to apply the Low-Income Housing Impact fee to generate funds for the Affordable Housing Fund.	Ongoing; as projects are proposed	Ongoing. In 2021, the City updated its inclusionary housing ordinance to ensure that the method for calculating in-lieu fees is economically equivalent to the value of building affordable units on site.
Program 3.2.1: Affordable Housing Fund	Continue to allow the payment of In-lieu fees as an alternative compliance method under the Inclusionary Housing Ordinance (with City Council approval).	Ongoing; as projects are proposed	Ongoing. For example, the proposed Lassen Road project will use a combination of building on-site affordable units and paying an in-lieu fee that is economically equivalent to building units on-site to comply with the Inclusionary Housing policy, in accordance with a development agreement.
Program 3.2.1: Affordable Housing Fund	Review the In lieu and Low Income Housing Impact fees as major changes occur in the housing market and adjust if warranted.	Ongoing, monitor the feasibility of reinstituting an impact fee for rental units as the market develops/ improves.	The housing in-lieu fee was increased to $39.34 per square foot in 2021, thorough an annual adjustment to address market conditions, with the intent to make the fee comparable to building of an affordable unit, and thereby promoting inclusionary housing.
Program 3.2.1: Affordable Housing Fund	Explore additional funding sources and opportunities to leverage existing funding to increase resources for affordable housing programs.	Ongoing monitoring (see Program 1.3.3)	Ongoing. In 2021, State HCD awarded funds for the Local Housing Trust Fund Program and the Permanent Local Housing Allocation (PLHA) Program, which will leverage City funding for affordable housing projects. Staff worked with local developers to submit applications and secure funding from the Livermore Housing Authority and released a request for information to solicit project sponsors for future applications to the State of California Homekey program to create housing for people experiencing homelessness. The Livermore Housing Authority also secured 25 HUD Mainstream housing vouchers to assist non-elderly persons with disabilities. The 25 Mainstream vouchers were used to secure housing for homeless individuals exiting the California Roomkey program.
Program 3.2.2: Acquire Land for Affordable Housing	Utilize a variety of funding sources to increase the City's inventory of City-controlled properties to be set aside for future development of affordable housing. Continue to allow land dedication as an alternative compliance method under the Inclusionary Housing Ordinance (with City Council approval).	Ongoing	The City currently owns five project sites for the future development of affordable housing. In 2021, the City approved development entitlements for a 140 unit senior project to be developed on a 3-acre parcel adjacent to the Civic Center campus for a senior housing project (Pacific Avenue Senior Apartments)
Program 3.2.3: Partner with Affordable Housing Developers	Coordinate with nonprofit housing developers and applicable federal, state and regional agencies to facilitate the development of quality affordable housing.	Ongoing; as projects are proposed	Ongoing.

			Staff sends out Requests for Proposals (RFPs) for partnerships, as City-owned site development opportunities arise, and as projects propose support from the City's Affordable Housing Fund. Staff also communicates with developers and housing services providers via participation in community-based and regional committees to address housing needs (see Goal 6 below).
Program 3.2.3: Partner with Affordable Housing Developers	Continue to foster relationships with nonprofit housing developers active in the region.	Ongoing; as opportunities arise	In 2021, Staff worked with nonprofit development partners to advance housing projects in its current pipeline (Avance, Vineyard 2.0, Pacific Avenue Senior Apartments, and Downtown Livermore Apartments)
Program 3.2.4: Conversion of Market-Rate to Affordable Units	Continue to provide financial resources to non-profit organizations to convert and increase the existing affordable housing stock.	Ongoing; with monthly coordination with non-profit development partners to identify potential properties	The City continues to participate in as an additional member to the Joint Powers Authority established by CalCHA for the purpose of acquiring market rate housing and converting it to low to moderate income, restricted housing.
Program 3.2.5: Subsidies and Incentives	Continue to provide subsidies to affordable housing projects, prioritizing those that provide the greatest level of affordability and serve special needs households. Consider fee waivers for affordable units, direct subsidy through the Affordable Housing Fund, or providing land reserved for affordable housing.	Ongoing; as opportunities arise and through annual Housing & Human Services Grant allocation process	Ongoing. The City continues to provide subsidies to projects that meet city goals to provide affordable housing. Current affordable housing projects that have received City subsidy include: Downtown Livermore Apartments, Vineyard 2.0, Avance, and Tri Valley REACH Gillette. In 2021, the City entered into an agreement with the nonprofit developer of the Pacific Avenue Senior Apartments project to establish the terms under which the City will lease land to build and operate affordable housing.
Program 3.2.5: Subsidies and Incentives	Continue to allow the HIP exemption for projects with at least 35% very-low income units; emphasize affordable projects during competitive years.	Ongoing; as projects are proposed	The City has discontinued the HIP program.
Program 3.2.5: Subsidies and Incentives	Continue to allow developers of affordable units to amortize the payment of applicable development impact fees over time to help meet affordable housing targets.	Ongoing; as projects are proposed	Ongoing
Program 3.2.5: Subsidies and Incentives	Continue to meet regularly with developers to discuss incentive opportunities and provide information at workshops.	Ongoing; annually at a minimum	Ongoing
Program 3.2.6: Public Outreach	Improve communication with the public to increase awareness of policies, programs, and permit processes that support the production of affordable housing.	Ongoing; monthly participation in community-based meetings to distribute info	Ongoing. Staff continued to coordinate on improving access via the traditional methods of developer contact to increase knowledge of incentives available for projects that support the inclusion of affordable housing.
Program 3.3.1: First-Time Homebuyer Down Payment Assistance Program	Continue to provide mortgage assistance for down payment, closing costs, and secondary financing to low- and moderate-income first-time homebuyers.	2015 through 2022	The City provided fifteen (15) second mortgage loans to low and moderate income first-time homebuyers and three (3) down payment assistance loans through its Affordable Homeownership and Mortgage Assistance Programs.
Program 3.3.1: First-Time Homebuyer Down Payment Assistance Program	Continue to target persons with disabilities for participation in the program.	Ongoing	Ongoing. Continued to seek and discuss opportunities for fully accessible inclusionary units with developers.
Program 3.3.1: First-Time Homebuyer Down Payment Assistance Program	Continue to promote and provide information about the program on the City's website, newsletter, through e-mail distribution, local advertising, and with brochures and handouts at the City's permit center counter.	Ongoing	In 2021, Staff helped create new webpages with up-to-date content and user-friendly, easy to access information. Staff partnered with community partners, to help promote the City's First-Time Homebuyer programs and tabled at the local Farmer's Market and several community events. Program opportunities were featured on the City's social media platforms and emailed to 7000+ subscribers of the City's Affordable Housing Interest List. Staff also translated marketing materials to Spanish.
Program 3.3.2: Rental Assistance	Pursue additional funding to maintain the Section 8 Rental Assistance Program and enhance support for other rental assistance programs.	Ongoing	Ongoing. City worked with the Livermore Housing Authority and non-profit developers to apply Project Based Vouchers on City-sponsored affordable housing projects.

Program 3.3.2: Rental Assistance	Assist Livermore Housing Authority (LHA) to maintain and/or increase the amount of rental housing available to very-low income households, as well as the amount of households assisted through the Section 8 program. Provide technical assistance with property acquisition and administrative assistance to the Advisory Board. Continue to provide capital funds as needed to the LHA to upgrade rental housing owned and managed by the LHA.	Ongoing; monthly coordination meetings with LHA	Ongoing. The City continues to coordinate with the Livermore Housing Authority as they plan to renovate their affordable apartment complexes Bluebell, Chestnut, and Las Posadas, and work on conversion of the Public Housing project, Leahy Square, through the HUD's Section 18 program. Conversion of Leahy Square will provide the project will greater potential for redevelopment and unit expansion in the future. In 2021, the City and Livermore Housing Authority formed a partnership to apply for State funding to set aside Housing Authority units for people experiencing homelessness.
Program 3.3.2: Rental Assistance	Increase promotion of the Section 8 program to the development community, property owners, and possible participants. Provide information on LHA on City's website. Continue to advertise the program through the City's newsletter and brochures at the permit center and other public counters.	Update information as needed or annually	Ongoing
Program 3.3.2: Rental Assistance	Support partners that provide outreach to landlords about voucher programs with aim of increasing housing opportunities for recipients of rental assistance.	Ongoing; annual workshops and quarterly coordination with other cities	Ongoing
Program 3.3.3: Homelessness Prevention and Intervention	Amend the Development Code to modify the definition of transitional and supportive housing and update the use tables, listing transitional and supportive housing as a residential use subject to the same permit requirements as a residential use of the same type in the same zone.	Completed at the time of Housing Element adoption (2015)	Complete.
Program 3.3.3: Homelessness Prevention and Intervention	Implement the Housing First Program model aimed at ending homelessness for the most vulnerable populations in Livermore.	Established in 2017	Ongoing. Under the Housing First Model, a person who is homeless is moved into permanent housing as quickly as possible and is provided with the necessary services that will enable them to maintain their housing indefinitely. The program relies on a variety of strategies to produce and acquire new affordable units, expand support services, and increase rental assistance.
Program 3.3.3: Homelessness Prevention and Intervention	Continue to provide support (rental subsidies and case management) to emancipated youth through the Tenant Based Rental Assistance Program.	Ongoing; through annual Housing & Human Services Grant allocation process	Ongoing. The City has awarded funding to Abode to implement its "Housing First" model, through its Tenant Based Rental Assistance Program. In FY2020-21 Abode assisted 8 households in securing permanent housing.
Program 3.3.3: Homelessness Prevention and Intervention	Provide homelessness prevention/intervention support services and rental assistance through Abode Services' AC Impact program.	Ongoing; monthly coordination with Alameda County	Ongoing. Abode through their AC Impact program is providing housing to seven (7) formerly chronically homeless persons. All clients have maintained their housing since entering the program. The city continues to fund case management services to ensure that the individuals remain on a road to self-sufficency. Services focus on building independent living skills, money management and dealing with any behavioral issues.
Program 3.3.3: Homelessness Prevention and Intervention	Provide rental subsidies and related assistance to households experiencing domestic violence and risk of homelessness through Tri-Valley Haven.	Ongoing; through annual Housing & Human Services Grant allocation process	Ongoing. The City provided federal HOME and CDBG funding to Tri Valley Haven of tenant based rental assistance (TBRA) and case management services to 15 individuals experiencing domestic violence and at risk of homelessness. The program provides assistance with ongoing rental subsidies.
Program 3.3.3: Homelessness Prevention and Intervention	Facilitate the coordination of the faith-based community and providers of homeless services, building upon the Mayor's Homeless Summit.	Ongoing; through City-hosted subcommittee meetings	Ongoing, in January 2019, faith based and non-profit providers of homeless services assisted in the development and implementation of the County's survey of persons experiencing homelessness. In 2020-2021, due to COVID-19 the annual Warming Center did not occur due to safety precautions. Staff is coordinating with the Faith Based community and providers to place medically vulnerable homeless individuals into hotel rooms during the winter months. Secured County funding to provide winter relief hotel vouchers. The City continues to partner and two faith communities to provide homeless outreach services. In 2021 Asbury Church provided 2,145 showers and 497 loads of laundry to homeless Livermore residents.

Program 3.3.3: Homelessness Prevention and Intervention	Support the efforts of the Homeless Street Outreach (HSO) Team to proactively connect homeless individuals to resources.	Ongoing; monthly oversight and coordination	Ongoing. In 2021 CityServe provided case management to 144 homeless or at risk Livermore residents. Abode Services and Bay Area Community Health will continue providing a Street Medical Team to provide medical and mental health services to unsheltered Livermore residents.
Program 4.1.1: Minor Home Repair Program	Continue to provide rehabilitation grants to lower income households and occupants of mobile homes to cover the cost of minor repairs such as plumbing, weather stripping, electrical work, and accessibility improvements.	Ongoing; through identification of applicants through Neighborhood Preservation contacts and requests for assistance	Ongoing. In FY2020-2021, Habitat for Humanity assisted 2 homeonwers with grants to repair health and safety and general mainteance issues.
Program 4.1.1: Minor Home Repair Program	Continue to advertise the program through the City's website, newsletter, targeted mailings, and brochures distributed at public counters and to local agencies.	Ongoing	Ongoing.
Program 4.1.2: Owner-Occupied Housing Rehabilitation Loan Program	Provide assistance to lower income households in the form of deferred payment loans for major repairs (roof, furnace, electrical, plumbing), or for installation of wheelchair ramps, support rail systems, or security/safety devices in housing occupied by elderly and disabled.	2015 through 2022	Ongoing. In FY2020-2021, Habitat for Humanity assisted 1 homeonwers with A City loan to repair health and safety and general mainteance issues.
Program 4.1.2: Owner-Occupied Housing Rehabilitation Loan Program	Continue to advertise the program through the City's website, newsletter, targeted mailings, and brochures distributed at public counters and to local agencies.	Update information annually or as needed	Ongoing
Program 4.1.2: Owner-Occupied Housing Rehabilitation Loan Program	Collaborate with nonprofit agencies such as GRID Alternatives to assist with energy-related improvements.	Ongoing; as projects are proposed	Ongoing. No households in Livermore participated in the GRID Alternatives program in FY20-21
Program 4.1.2: Owner-Occupied Housing Rehabilitation Loan Program	Develop a Healthy Homes Initiative that provides outreach and education to help people maintain their homes.	2015-2016	Ongoing. Funding is currently unavailable and the City is currently assessing the need for housing rehabilitation services in Livermore.
Program 4.1.3: Historic Preservation Tax Credits (Mills Act)	Investigate the feasibility of participation in the Mills Act Property Tax Abatement Program to encourage the restoration and maintenance of historic properties.	Underway	Ongoing.
Program 4.1.4: Neighborhood Improvement	Continue to upgrade the quality of the living environment of older neighborhoods through improvements to infrastructure and public facilities.	Ongoing	Ongoing. The City's CIP includes ongoing/annual improvements for street resurfacing, sidewalk repair, and ADA access ramps.
Program 4.1.4: Neighborhood Improvement	Continue funding the sidewalk repair program and ADA sidewalk curb cuts and access ramps to improve sidewalk-to-street access for Livermore's disabled citizens.	Ongoing	Ongoing. The City's CIP includes ongoing/annual improvements for street resurfacing, sidewalk repair, and ADA access ramps adjacent to City properties. In 2018 the City adopted a resolution discontinuing both the City subsidy of private sidewalk repairs and the practice of the City completing repairs on behalf of private property owners.
Program 4.1.4: Neighborhood Improvement	Pursue funding available for acquisition and rehabilitation of foreclosed, vacant, and/or blighted properties.	Annually	Ongoing. The City continues to work with non-profit housing agencies to identify prospective acquisition and rehabilitation opportunities that could rehabilitate blighted and distressed properties within the City and provide safe, clean and affordable rental housing opportunities.
Program 4.1.5: Neighborhood Preservation Program	Encourage low-income homeowners who need financial assistance to correct code violations to utilize the Housing Rehabilitation programs.	Ongoing	Ongoing. Neighborhood Preservation continues to refer homeowners to the local and County programs that provide assistance for needed home rehabilitation and repairs.
Program 4.1.5: Neighborhood Preservation Program	Continue to identify and provide assistance to rehabilitate units needing substantial renovation due to severe deterioration.	Ongoing	City is currently assesing s currently assessing the need for housing rehabilitation services in Livermore.

Program 4.1.5: Neighborhood Preservation Program	Continue the Housing Quality Inspections for multi-family complexes that have received CDBG and HOME funding.	Ongoing	Ongoing
Program 4.1.5: Neighborhood Preservation Program	Continue to promote Neighborhood Preservation programs and clean-up events through the City's website.	Ongoing	Ongoing. The City's website contains information on upcoming events related to neighborhood nuisance and cleanup, including clutter support groups.
Program 4.1.5: Neighborhood Preservation Program	Use volunteer assistance clean-up teams specifically to assist frail elderly and disabled homeowners that have received code complaints for property upkeep.	Ongoing	Ongoing.
Program 4.2.1: Preservation of Subsidized Housing at-risk of Conversion to Market Rate	Monitor the at-risk status of affordable housing projects. Send a list of potentially at-risk housing projects to nonprofit developers to solicit participation in the City's efforts to preserve the units. Contact project owners of at-risk projects to discuss preservation options/incentives and facilitate collaboration with potentially interested non-profits; and notify tenants according to State and Federal requirements.	Annually	Ongoing
Program 4.2.1: Preservation of Subsidized Housing at-risk of Conversion to Market Rate	Communicate with tenants and respond to notices of intent filed by property owners in a timely manner.	Ongoing, as needed	Ongoing
Program 4.2.1: Preservation of Subsidized Housing at-risk of Conversion to Market Rate	Work to preserve at-risk housing units by providing financial incentives to landlords who in turn agree to continue to provide affordable units.	Ongoing	Ongoing
Program 4.2.1: Preservation of Subsidized Housing at-risk of Conversion to Market Rate	Pursue State funding available for the preservation of at-risk housing.	Annually	Ongoing
Program 4.2.2: Maintain Affordability of Housing Stock	Support the preservation of existing market rate housing that is affordable to lower income households through rehabilitation and rental assistance programs.	Ongoing	Ongoing. See Programs 3.3.2, 4.1.1, and 4.1.2 for more detail.
Program 5.1.1: Support Non-Profit Organizations Specializing in Fair Housing Services	Continue to provide financial assistance and administrative support to local non-profit organizations that specialize in reducing discriminatory housing practices through fair housing counseling, tenant/landlord mediation, education/outreach, and rental assistance.	Ongoing; through annual Housing & Human Services Grant allocation process	Ongoing. In FY 2020-21, ECHO Housing was allocated funding from local housing in-lieu funds to provide services to assist residents with fair housing complaints, tenant landlord disputes, accessing and fair housing education. In FY 2020-21 ECHO assisted over 200 Livermore clients. In 2021, the City also contracted with Centro Legal de la Raza to provide legal services and conduct public outreach regarding tenant rights.
Program 5.1.1: Support Non-Profit Organizations Specializing in Fair Housing Services	Continue to refer complaints of discriminatory housing practices to LHA and ECHO Housing.	Ongoing	Ongoing. In FY2020-21, ECHO completed 10 property audits in Livermore, and investigated 9 fair housing cases.
Program 5.1.1: Support Non-Profit Organizations Specializing in Fair Housing Services	Continue to refer complaints and requests for housing for the disabled to partner organizations.	Ongoing	Ongoing. In FY2020-21 CRIL provided services to 103 disabled persons. .
Program 5.1.1: Support Non-Profit Organizations Specializing in Fair Housing Services	Continue to assist in the distribution of fair housing brochures at public locations, such as city counters, public libraries, community/senior centers, and service providers. Continue to expand outreach and access to information for limited English-speaking residents.	Annually, or as needed	Ongoing. Housing staff partnered with the libraries and nonprofits to circulate outreach materials.

Program 5.1.1: Support Non-Profit Organizations Specializing in Fair Housing Services	Continue to provide financial support for the City's Fair Housing Audit conducted by ECHO and the dissemination of audit results and information on fair housing laws to landlords, rental housing organizations and the public.	Annually, through annual Housing & Human Services Grant allocation process	Ongoing. In FY2020-21 ECHO tested 10 Livermore properties. ECHO provides training to landlords who fail to comply with federal and state fair housing laws. ECHO also works with other nonprofit agencies such as East Bay Community Law Center, Bay Area Legal Aid and Centro Legal de la Raza to provide clients with appropriate legal services to stabilize their housing situation. ECHO collaborates with CRIL, an agency dedicated to serving individuals with disabilities, to provide CRIL clients with housing counseling. Lastly, ECHO holds various public Fair Housing education workshops to educate the public, landlords, tenants and community organizations.
Program 5.1.2: Reasonable Accommodation	Consistent with state and federal laws, continue to provide individuals with disabilities reasonable accommodation in rules, policies, practices, and procedures through the building permit and development review processes.	Ongoing	Ongoing. The Livermore Development Code outlines procedures to address reasonable accommodation (Chapter 9.06).
Program 5.1.2: Reasonable Accommodation	Continue to partner with ECHO to conduct fair housing tests for reasonable accommodations in multi-family rental properties. Provide regular training to landlords.	Ongoing	As described in Program 5.1.1, the City partners with ECHO to conduct a fair housing audit of 10 rental properties each year. ECHO provided the landlords of these properties with training and information regarding disability laws and tenant/landlord rights and responsibilities. In addition, ECHO offered free fair housing training to the owners and managers of rental properties in Livermore.
Program 5.1.2: Reasonable Accommodation	Work with Livermore Housing Authority and partner organizations to identify landlords in need of assistance with making modifications for persons with disabilities within the Section 8 program.	Ongoing; as project opportunities occur	Ongoing
Program 6.1.1: Tri-Valley Affordable Housing Committee	Continue to participate in Tri-Valley Affordable Housing Committee to identify regional housing issues and to develop multi-jurisdictional approaches to solving affordable housing problems.	Ongoing,	Ongoing. Two Livermore City Councilmember are members of the Tri-Valley Affordable Housing Committee. The City also provides a staff liaison to the Committee, who regularly attends the quarterly meetings.
Program 6.1.2: Emergency, Transitional, and Supportive Housing Services	Continue to coordinate with other local jurisdictions to provide for the acquisition, rehabilitation, and operation of emergency housing for families. Support the Tri-Valley Haven in providing outreach, case management counseling, social services, and referrals to people with disabilities, survivors of domestic violence, and homeless or those at risk of being homeless.	Ongoing; through annual Housing & Human Services Grant allocation process	Ongoing. In FY 2020-21, the City allocated funding to Tri-Valley Haven to fund its domestic violence shelter, homeless shelter, and to provide emergency rental assistance services to victims of domestic violence.
Program 6.1.2: Emergency, Transitional, and Supportive Housing Services	Pursue opportunities to secure joint funding with neighboring and local jurisdictions to aid homeless and at-risk households.	Ongoing; as funding opportunities occur with the County and State.	Ongoing. In FY 2019-2021 the City allocated $523,237 in Homeless Emergency Aid Program (HEAP) funds to CityServe for Crisis Stabilization and rental services in the Tri-Valley.
Program 6.1.2: Emergency, Transitional, and Supportive Housing Services	Assist in implementing the County-wide Homeless and Special Needs Housing Plan "EveryOne Home".	Ongoing	Ongoing. The City represents the Tri-Valley and is a part of the Everyone Home. The City provides input on implementing the Everyone Home Coordinated Entry System (CES). The City works closely with the Tri-Valley Housing Resource Center (HRC) and Abode Services. The HRC offices are located in the City's Multi Service Center. In addition, the City provides funding for outreach and case management to support the CES.
Program 6.1.2: Emergency, Transitional, and Supportive Housing Services	Maintain membership in the HOPE Partnership, which oversees the HOPE Mobile Services Unit.	Ongoing; through annual Housing & Human Services Grant allocation process	Ongoing. The Hope Mobile Provides Services every Friday for the Unsheltered residents at Cornerstone Church. This is a partnership between Alameda County Health Care for the Homeless, Abode Services and Bay Area Community Health

Program 6.1.2: Emergency, Transitional, and Supportive Housing Services	Work with local and regional organizations such as Tri-Valley REACH to provide information on housing and services available for persons with disabilities, including developmental disabilities. Provide information through the City's website and at the Multi-service Center.	Ongoing	Ongoing. In 2021, Staff worked with Tri-Valley REACH to expand a single family home and create an additional shared housing opportunity for persons with physical and developmental disabilities. Staff also released a Request for Proposals for local supportive shared housing providers to expand and/or rehabilitate their properties with funds granted through the State Permanent Local Housing Allocation (PLHA) Program.
Program 6.1.3: Regional Home Ownership Education and Counseling	Continue to cooperate with Tri-Valley cities to support locally accessible home ownership counseling and foreclosure intervention services through regional and local agencies such as the Eden Council for Hope and Opportunity Housing Opportunity Center (ECHO HOC)	Ongoing; through monthly services agreement with ECHO	ECHO Housing continues to provide educationa and counseling services to prepare households for homeownership. In 2021, ECHO offered eight (8) 8-hour First-time Homebuyer Education webinars and provided three (3) pre-purchase counseling sessions to Livermore residents.
Program 7.1.11: Green Building	Continue to enforce State Energy Code when reviewing construction plans submitted in order to obtain building permits.	Ongoing	The Building division continues to implement State Energy Code requirements as part of the plan check process to obtain building permits. This includes Part 11 - the California Green Building Standards Code ("CALGreen"), which was last updated in January 2020.
Program 7.1.11: Green Building	Encourage developers to exceed the minimum green building point requirement by maintaining and regularly updating the Green Building Resource Center and the City's website, allowing Electronic Submittal for Solar PV Permit Applications to streamline the permitting process, and providing one-on-one consultation with certified or accredited staff to assist with project design and incorporating green building measures.		Building Division staff are available to meet with project applicants to discuss green building measures over the counter at the Permit Center, or by appointment.
Program 7.1.11: Green Building	As part of the Housing Implementation Program (HIP), require applicants to either: 1) provide a photovoltaic system(s) that generates a minimum of 10% of the total anticipated energy demand of the project, or 2) achieve Tier 2 California Green Building Code Energy Conservation Compliance for the entire project.		The City has discontinued the HIP program.
Program 7.1.2: Climate Action Plan	Implement Climate Action Plan to reduce energy use and emissions associated with residential development.	Ongoing	Ongoing. The City is implementing its existing Climate Action Plan, which was adopted in 2012. The City anticipates adopting an update to the plan in 2022.

General Comments

EXHIBIT A

Jurisdiction	Livermore	
Reporting Period	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table E

Commercial Development Bonus Approved pursuant to GC Section 65915.7

Project Identifier				Units Constructed as Part of Agreement				Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
1				2				3	4
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Very Low Income	Low Income	Moderate Income	Above Moderate Income	Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
Summary Row: Start Data Entry Below									

EXHIBIT A

Jurisdiction	Livermore	
Reporting Period	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F
Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.

Activity Type	Units that Do Not Count Towards RHNA+ Listed for Informational Purposes Only				Units that Count Towards RHNA + Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1+
	Extremely Low-Income+	Very Low-Income+	Low-Income+	TOTAL UNITS+	Extremely Low-Income+	Very Low-Income+	Low-Income+	TOTAL UNITS+	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									

EXHIBIT A

Jurisdiction	Livermore	
Reporting Period	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

NOTE: This table must only be filled out if the housing element sites inventory contains a site which is or was owned by the reporting jurisdiction, and has been sold, leased, or otherwise disposed of during the reporting year.

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Table G
Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of

Project Identifier						
1				2	3	4
APN	**Street Address**	**Project Name+**	**Local Jurisdiction Tracking ID+**	**Realistic Capacity Identified in the Housing Element**	**Entity to whom the site transferred**	**Intended Use for Site**
Summary Row: Start Data Entry Below						

Jurisdiction	Livermore	
Reporting Period	2021 (Jan. 1 - Dec. 31)	

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Table H
Locally Owned Surplus Sites

Parcel Identifier				Designation	Size	Notes
1	2	3	4	5	6	7
APN	**Street Address/Intersection**	**Existing Use**	**Number of Units**	**Surplus Designation**	**Parcel Size (in acres)**	**Notes**
Summary Row: Start Data Entry Below						
99017502600	E Stanley Blvd	Vacant	0	Surplus Land	0.344	Development challenges include lack of safe public access, adjacent to railroad tracks and in/adjacent to Arroyo Mocho Channel
99017502500	E Stanley Blvd	Vacant	0	Surplus Land	0.843	"Development challenges include lack of safe public access, adjacent to railroad tracks and in/adjacent to Arroyo Mocho Channel"

Jurisdiction	Livermore	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	44
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	60
Above Moderate		25
Total Units		**129**

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Units by Structure Type	Entitled	Permitted	Completed
SFA	0	22	52
SFD	1	3	1
2 to 4	0	0	4
5 +	0	0	0
ADU	0	60	37
MH	0	0	0
Total	**1**	**85**	**94**

Housing Applications Summary	
Total Housing Applications Submitted:	10
Number of Proposed Units in All Applications Received:	649
Total Housing Units Approved:	1
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas

EXHIBIT A

Jurisdiction	Livermore	
Reporting Year	2021	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Local Early Action Planning (LEAP) Reporting
(CCR Title 25 §6202)

Please update the status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable.

Total Award Amount	$ 300,000.00	*Total award amount is auto-populated based on amounts entered in rows 15-26.*

Task	$ Amount Awarded	$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes
Housing Element Update	$175,000.00	$175,000.00	In Progress	Local General Fund	
Design Standards and Guidelines	$100,000.00	$100,000.00	Other (Please Specify in Notes)	Local General Fund	Starting 2023
Isabel Neighborhood Specific Plan	$15,000.00	$15,000.00	Completed	Local General Fund	
General Plan Update	$10,000.00	$10,000.00	In Progress	Local General Fund	

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)

Completed Entitlement Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	130
	Non-Deed Restricted	0
Low	Deed Restricted	140
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0

Above Moderate		121
Total Units		**391**

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	44
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	60
Above Moderate		25
Total Units		**129**

Certificate of Occupancy Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	4
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	37
Above Moderate		85
Total Units		**126**

LIVERMORE
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CITY COUNCIL STAFF REPORT **ITEM NO. 10.1**

DATE: March 28, 2022

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Supplemental materials received prior to the meeting.

RECOMMENDED ACTION

SUMMARY

These materials were posted online and made available to the public at the same time that they were distributed to the City Council.

3.1	2021 Livermore Phishing Award presented by Cybersecurity Manager Donald Hester to Public Works Management Analyst Anthony Smith Material: PowerPoint Presentation
4.0	Citizens' Forum Material: Public Comment Received
6.1	7:05 P.M. - Introduction of an Ordinance amending Title 2, Chapter 2.14, Elections, of the Livermore Municipal Code regarding City Council Districts and amending the boundaries and descriptions of the districts as indicated in Exhibit A Material: Public Comment Received
6.2	Hearing to consider the Housing Element Annual Progress Report, which tracks the City's progress towards implementing the Housing Element of the General Plan and meeting its Regional Housing Need Allocation (RHNA), pursuant to Government Code Section 65400 Material: PowerPoint Presentation
8.0	Council Committee Reports and Matters Initiated by City Manager, City Attorney, Staff, Council Members. Material: Council Reports

DISCUSSION

ATTACHMENTS

1. Supplemental Materials

Prepared by: Debbie Elam
Deputy City Clerk

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Tina Olsen
Administrative Services Director



City of Livermore 2021 Phishing Award

March 28, 2022

Presented by Donald Hester, Cybersecurity Manager

LIVERMORE CALIFORNIA

1

Phishing

A top cyber threat

Phishing is a cybercrime in which a target or targets are contacted by email, telephone call, voicemail, instant message, or text message by someone posing as a legitimate institution or a person know to the victim in order to lure victims into providing sensitive data such as personally identifiable information, banking account data, credit card details, and account credentials.

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2

Phishing

Number 1 way threat-actors attack

43% of cyberattacks in 2020 featured phishing

33% of total cyber attacks an organization had to deal with in 2021 were phishing

74% of US organizations experienced a successful phishing attack in 2021

Phishing & spear-phishing attacks have appeared in the top three types of cyber attacks for the last four years.

LIVERMORE CALIFORNIA

3

Phishing

Smart security teams do things differently

- Provide all employees with ongoing security awareness
- Employ simulated phishing platforms

Simulated phishing exposes carelessness and educates staff on the importance of constant vigilance

Both initiatives dramatically increase security awareness and reduce risks of ransomware and successful data breaches

2021 Cyberthreat Defense Report by CyberEdge Group

LIVERMORE CALIFORNIA

4

Phishing

Livermore's response

- Cybersecurity awareness program
- Cyber alerts
- Other technical controls
- Employee reporting of phishing attempts
- Positive reinforcement for a job well done

For the public: Cyber Safety Resources

https://www.cityoflivermore.net/government/administrative-services/cybersecurity

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5

Phishing Award

Reporting the most phishing attempts in 2021



The City of Livermore 2021 Phishing Award

For reporting the most phishing emails in 2021

Goes to Anthony Smith in Water Resources

LIVERMORE CALIFORNIA

6

Re: Resolution on cutting ties with sister city of Snezhinsk

Sat 3/19/2022 4:55 PM

To: **Cityclerk - Livermore <cityclerk@cityoflivermore.net>**

To Livermore City Council
Please submit my letter for consideration in discussion Re: Resolution on cutting ties with sister city of Snezhinsk.

Dear Livermore City Council Members,

My name is Alyona Doubrovina, I am a US citizen, have lived in the US for 28 years, 17 of which in Redwood City, CA. I was born and grew up in Snezhinsk, Russia and have had strong ties with this city, often visiting my parents and many friends who live there. My husband and his family are from Ukraine.

3 weeks ago, our worlds have turned upside down as we learned about the Russian invasion in Ukraine. We've been devastated by daily news of casualties and destruction in Ukraine, tragic stories beyond anyone's comprehension, worries about our family and friends fleeing for safety, and we've been doing our part to help by donating to refugee shelters in Ukraine, collecting humanitarian aid, donating to helping organizations.

We're also very concerned about the situation in Russia where people are "held hostage" by their own government in the form of denying them access to the truth about the war, bombarding people with blatant lies, arresting, expelling from universities, and firing from jobs people for any form of protest and ostracizing dissidents as traitors. Thousands of people arrested for protesting the war are being charged with enormous fines, being beaten and tortured. On March 4, speaking up against Russian government criminal acts in Ukraine has become even more difficult for those living in Russia, as the new law on "fake news" about military operation in Ukraine (even using the word "war" is not allowed) can lead to up to 15 years of prison.

In this context, I am writing to express my concern over the Livermore City Council considering cutting ties with its sister city Snezhinsk and sending a letter to Snezhinsk mayor demanding public denouncing of government actions. While I understand and support your intent, I want to make sure you realize that a consequence of making public statements against the war for any person in Russia, and even more so for a mayor, would most likely be losing a job, being arrested and beaten, with similar consequences for the rest of the family. As you probably know, Snezhinsk is a state funded city without hardly any additional source of income towards its budget. Therefore, it's not only mayor's personal wellbeing, but also the existence of the entire city of Snezhinsk that is at risk here. In your letter you refer to an assumed "influence of a municipal leader". Please, understand, in the context of Russian authoritarian regime this assumption is just false. I'm asking you to not blindly join the rest of the world blaming and shaming common Russians for something they have no power to change.

During these very difficult times, when Russian government has been acting with criminal aggression towards both Ukrainian and Russian citizens, people of Snezhinsk more than ever need friends. Please be a true friend by showing your support instead of ultimatums.

Respectfully,
Alyona Doubrovina
[redacted]

From: redistricting@cityoflivermore.net
To: redistricting
Subject: Livermore Redistricting - New submission from Contact Us
Date: Tuesday, March 15, 2022 6:12:46 PM

Name
Frances Denisco
Email
[redacted]
Message
Hello, I would like voice my support for the Blue and Purple maps that were created by consultants, and that minimize deferred voting for senate seats. thank you, Frances

LIVERMORE
CALIFORNIA

2021 Housing Element Annual Progress Report

City Council

March 28, 2022

1

Housing Element Annual Progress Report

- A tool for tracking progress meeting the goals and objectives in the City's Housing Element
- Due April 1st to the California Department of Housing and Community Development and the Governor's Office of Planning and Research
- Filing the report on time sustains the City's eligibility for grant programs.

LIVERMORE

2

APR Reporting Requirements

- Building permits issued by income level
- Progress implementing programs
- Housing applications received
- Housing units approved and disapproved
- Housing units receiving a "form of readiness"
- Housing units qualifying for SB 35 streamlining
- Housing units constructed in conjunction with a commercial development bonus
- Sites rezoned to accommodate RHNA targets

2017 State Legislation

- Surplus property central inventory

2019 State Legislation

LIVERMORE CALIFORNIA

3

Regional Housing Need Allocation (RHNA)

		4-person household in Alameda County (2021)	
Income Category	**Livermore's RHNA 2015 – 2022**	**% of Median Household Income**	**Upper Threshold**
Extremely Low		Less than 30%	$41,100
Very Low	839	31-50%	$68,500
Low	474	51-80%	$109,600
Moderate	496	81%-120%	$150,700
Above Moderate	920	120%+	
Total	2,729		

LIVERMORE CALIFORNIA

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Regional Housing Need Allocation (RHNA) and Building Permits Issued

Income Category	2015	2016	2017	2018	2019	2020	2021	Total	RHNA 2015 – 2022	Remaining
Extremely/ Very Low	0	0	52	34	42	0	44	172	839	667
Low	2	16	24	10	1	3	0	56	474	418
Moderate	14	395	15	26	38	40	60	588	496	0
Above Moderate	420	15	311	235	260	124	25	1,390	920	0
Total	436	426	402	305	341	167	129	2,206	2,729	1,085

LIVERMORE CALIFORNIA

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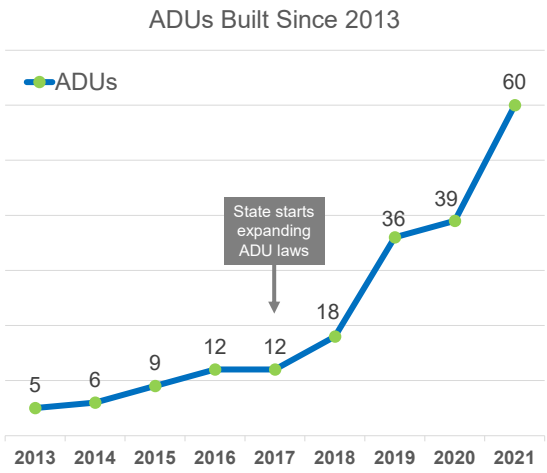
City's Housing Program

- Allows and encourages accessory dwelling units (i.e., in-law units)
- Implements an inclusionary ordinance requiring 15% of units to be offered at below-market rates
- Provides housing assistance to residents
- Leverages local housing trust funds to acquire, construct, and preserve new affordable units
- Helps fund non-profits that provide supportive services
- Implements Housing First program to reduce homelessness

LIVERMORE CALIFORNIA

6

Accessory Dwelling Units







7

Auburn Grove

Complete

- 100 townhomes
- Includes 15 low- and moderate-income units
- First project completed in the First Street Transitional Area







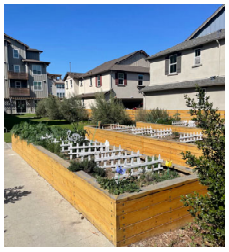
8

Chestnut Square – Townhomes

Finishing Construction







- 44 market rate townhome units
- Third and final phase of the Chestnut Square project

LIVERMORE CALIFORNIA

9

Legacy Livermore

Under Construction





- 222 market-rate rental units
- 14,000 square feet retail space along First Street
- First Street streetscape improvements

LIVERMORE CALIFORNIA

10

Goodness Village at CrossWinds Church

Temporary Use Permit



- 28 tiny home units for individuals experiencing homelessness
- On-site services
- Ribbon cutting May 21, 2021
- CUP by Fall 2022





LIVERMORE CALIFORNIA

11

Avance

Under Construction



- 44 units for persons with developmental disabilities
- Very low-income units
- On-site resident services



LIVERMORE CALIFORNIA

12

Vineyard Housing and Services Site

Starting Construction

- 24 units of permanent supportive housing (Housing Consortium of the East Bay)
- Supportive Services Center
  - Case Management & Counseling
  - Housing Resource and Referral
  - Basic Needs Services (Homeless)
  - Open Heart Kitchen





13

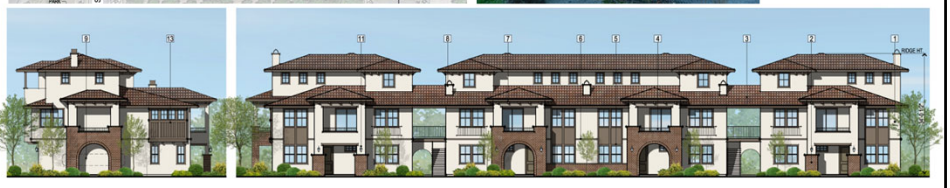
Church Street Apartments

Building Permit Review



- 36 rental apartments
- Former Wagoner Winery site





14

Downtown Workforce Housing

Entitlement Approved





- 130 workforce housing units
- Entitlement approved May 2021

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Pacific Avenue Senior Housing

Entitlement Approved

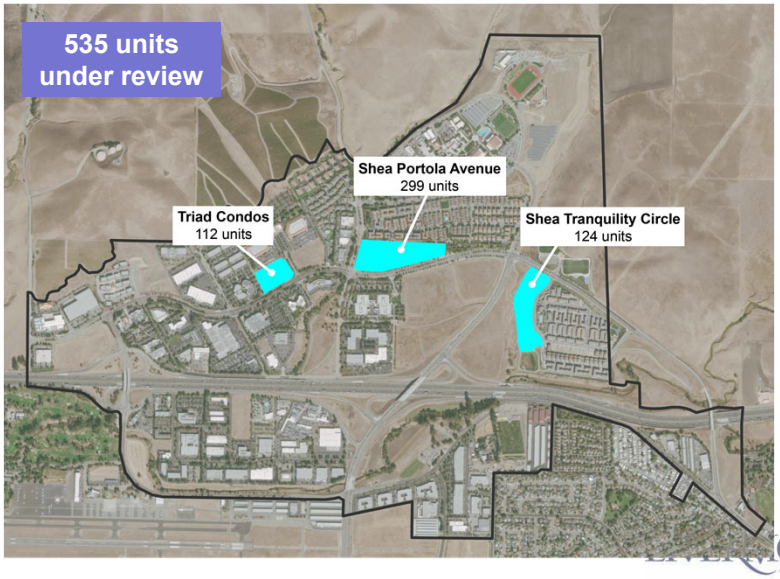




- 140 low and very low-income senior housing units
- City approved entitlements in November 2021

16

Isabel Neighborhood Specific Plan



17

Housing Element Update

- Housing Element Update underway - 2023-2031 planning period
- New RHNA allocations – 4,570 units
- Draft Housing Element to City Council in May

Income Level	Percent of Median Family Income	Income Range – 4-Person Household	Number of Units
Very Low	50% or less	≤ $68,500	1,317
Low	51% to 80%	$68,501 - $109,600	758
Moderate	81% to 120%	$109,601 - $150,700	696
Above Moderate	More than 120%	> $150,700	1,799
Total			4,570

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Recommendation

Staff recommends the City Council:

1. Provide opportunity for public comment

2. Adopt a resolution accepting the 2021 Housing Element Annual Progress Report

LIVERMORE CALIFORNIA

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Council Member	Committee Meeting Date	Committee	Agenda Link	Meeting Type	Committee Report: Summary
Mayor Woerner	3/18/2022	Ribbon Cutting for AJ's Bike Service		Event	
Mayor Woerner	3/21/2022	Tri-Valley Cities Councils		Mayors, Managers, & Liaisons	
Mayor Woerner	3/23/2022	Livermore Valley Chamber of Commerce		Board Meeting	
Mayor Woerner	3/24/2022	Alameda County Transportation Committee	https://www.alamedactc.org/get-involved/upcoming-meetings/	Committee Meeting	San Pablo Ave. Corridor agenda item worth reviewing.
Mayor Woerner	3/25/2022	ABC Norcal Graduation		Event	

Council Member	Committee Meeting Date	Committee	Meeting Type	Committee Report: Summary
Vice Mayor Bonanno	3/15/2022	Livermore Downtown Inc.	Board Meeting	
Vice Mayor Bonanno	3/15/2022	Climate Action Subcommittee (with CM Carling)	Meeting	Briefing and review of Climate Action Plan Draft (with CM Carling)
Vice Mayor Bonanno	3/16/2022	Welcome Reception for new Adm. Services Director, Tina Olson	Event	
Vice Mayor Bonanno	3/17/2022	Grand Opening for Tri-valley Haven Food Pantry	Event	
Vice Mayor Bonanno	3/18/2022	Grand Opening for AJ's Bike Service	Event	
Vice Mayor Bonanno	3/24/2022	Climate Action Subcommittee (with CM Carling)	Meeting	
Vice Mayor Bonanno	3/26/2022	BSA Troop 903 Eagle Scout Court of Honor	Event	

Council Member	Committee Meeting Date	Committee	Meeting Type
Council Member Carling	3/23/2022	Stop Waste	Board Meeting

City of Livermore
Zoom Interpretation Instructions

Simultaneous English/Spanish and Spanish/English interpretation will be provided during the public hearing item 6.1 titled "7:05 P.M. - Introduction of an Ordinance amending Title 2, Chapter 2.14, *Elections*, of the Livermore Municipal Code regarding City Council Districts and amending the boundaries and descriptions of the districts as indicated in Exhibit A." Please select the language you want to follow the public hearing in from the interpretation menu at the bottom of your Zoom screen.

- LOCATE THE INTERPRETATION ICON – it is the globe-shaped icon on the bottom right of your screen
- SELECT either English or Spanish
- SELECT Mute Original Audio

To provide Public Comment, click the "raise hand" button on Zoom and you will be called upon to speak. If you are joining us by phone, you can raise your hand by dialing *9. Once you're called on to speak, you will be unmuted at that time so you can share your comments.

All participants, in both the English and Spanish Zoom channels, will have the opportunity to provide Public Comment. Meeting participants in the Spanish Zoom channel may ask their question in Spanish to the Spanish-speaking interpreter who will then relay the question to the English channel.

Habrá interpretación simultánea de inglés/español y español/inglés durante el punto 6.1 de la audiencia pública titulada "7:05 P.M. - Introducción de una ordenanza que modifica el Título 2, Capítulo 2.14, *Elecciones*, del código municipal de Livermore con respecto a los distritos del concejo municipal y modifica los límites y las descripciones de los distritos como se indica en el anexo A" Seleccione el idioma en el que prefiere seguir la audiencia pública en el menú de interpretación en la parte inferior de su pantalla de Zoom.

- LOCALICE EL ÍCONO DE INTERPRETACIÓN – es el icono con forma de globo terráqueo que se encuentra en la parte inferior derecha de su pantalla
- SELECCIONE English (inglés) o Spanish (español)
- SELECCIONE "mute original audio" para silenciar el audio original

Para proporcionar comentarios públicos, haga clic en el botón "levanta la mano" en Zoom y se le pedirá que hable. Si se unirá a nosotros por teléfono, puede levantar la mano marcando *9. Una vez que se le llame para hablar, encenderán tu micrófono para que pueda compartir sus comentarios.

Todos los participantes, tanto en los canales de Zoom en inglés como en español, tendrán la oportunidad de proporcionar comentarios públicos. Los participantes de la reunión en el canal de español pueden hacer su pregunta en español al intérprete, quien luego transmitirá la pregunta al canal en inglés.